NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONERS COURT
May 18, 2021
9:30 A.M.

The Commissioners Court of Williamson County, Texas will meet in regular session in the Commissioners Courtroom, 710 Main Street, in Georgetown, Texas to consider the following items:

1. Review and approval of minutes.

2. Hear County Auditor concerning invoices, bills, Quick Check Report, wire transfers and electronic payments submitted for payment and take appropriate action including, but not limited to approval for payment provided said items are found by the County Auditor to be legal obligations of the county.

CONSENT AGENDA

The Consent Agenda includes non-controversial and routine items that the Court may act on with one single vote. The Judge or a Commissioner may pull any item from the consent agenda in order that the court discuss and act upon it individually as part of the Regular Agenda.
(Items 3 – 33)

3. Discuss, consider and take appropriate action on a line item transfer for Human Resources.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0402.003005	Office Furniture	2,000.00
To	0100.0402.003010	Computer Equipment < 5k	2,000.00

4. Discuss, consider and take appropriate action on a line item transfer for the County Sheriff.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0570.004350	Printed Materials & Binding	$2000.00
To	0100.0570.003006	Office Equipment	$2000.00

5. Discuss, consider, and take appropriate action on a line item transfer for the District Attorney's Office.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0440-004932	Trial Expenses	3,000.00

To	0100-0440-004236	Extraditions	3,000.00

6. Discuss, consider, and take appropriate action on authorizing the disposal of various county vehicles(s) and equipment assets through Auction including three (3) 2014 Chevrolet Tahoes, one (1) 2015 Chevrolet Tahoe, one (1) 2009 Chevrolet Malibu Hybrid and one (1) 2004 John Deere Gator, pursuant to Tx. Local Gov't Code 263.152.

7. Discuss, consider, and take appropriate action on authorizing the disposal of various county vehicles(s) and equipment assets through Sale to Insurance including one (1) 2018 Chevrolet Tahoe #3824 and one (1) 2021 Freightliner #7518, pursuant to Tx. Local Gov't Code 263.152.

8. Discuss, consider, and take appropriate action on approving property tax collections for the month of April 2021 for the Williamson County Tax Assessor/Collector.

9. Discuss, consider and take appropriate action to approve waiving Penalty and Interest to customers as requested by the Tax Assessor/Collector's Office.

10. Discuss, consider and take appropriate action on position changes from Cycle 3B of the Salary Study.

11. Discuss, consider and take appropriate action on approving compensation changes, position titles changes, position grade changes and any corresponding line item transfers.

12. Discuss, consider and take appropriate action on approving the donation from the Georgetown Sertoma Club and Williamson County for the use of one Portable Info Loop system to the Tax Assessor/Collector's office.

13. Discuss, consider and take appropriate action on accepting a donation in the amount of $56.00 to the Williamson County Sheriff's Office Community Liaison Division pursuant to Tex. Loc. Gov't Code 81.032.

14. Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 3, April 2021 Monthly Report in compliance with Code of Criminal Procedure § 103.005.

15. Consider and take appropriate action on the appointment of Mark D. Johnson and Rodney K. Blackmon as Deputy Constables to fill vacant positions in the Precinct 2 Constable's Office.

16. Discuss, consider and take appropriate action on appointing Joe Plunkett, Ed Komandaski, and Silvia Forbes to the Williamson County Historical Commission. This will be a two-year term expiring December 31, 2022.

17. Discuss, consider, and take appropriate action on approving the Interlocal Agreement between Milam County and Williamson County for the sale of One (1) 2004 Cat PS150B Roller (#CATPS150E3XR00782) in accordance with TX. Local Gov't Code 263.152 (a)(1) and authorizing the execution of the agreement.

18. Discuss, consider and take appropriate action on rejecting bids submitted on IFB T3406 New and Latest Model 36' Gooseneck Trailer for the HazMat department and authorize the Purchasing Agent to advertise and receive sealed bids under the new IFB T4251.

19. Discuss, consider and take appropriate action on authorizing the Purchasing Agent to receive sealed proposals for Tax Assessor Collector Payment Processing under RFP T4236.

20. Discuss, consider and take appropriate action on approving the agreement between Core Office Interiors and Williamson County for the purchase of office furniture in the amount of $33,722.60 pursuant to Omnia Coperative contract #R191804, and authorizing execution of the agreement. Funding Source: P515.

21. Discuss, consider and take appropriate action on approving agreement between Williamson County and Vaughn Construction for the installation of evidence lockers at the Williamson County Sheriff's Office, in the not-to-exceed amount of $32,682.80 per the Choice Partners Cooperative Contract #15/041JN-16 and authorizing the execution of this agreement.

22. Discuss, consider and take appropriate action on approving installation and furniture between Williamson County and Facilities Resource, Inc. located at the Williamson County Pre-Trail Office in the amount of $36,713.60 per the terms of Omnia Cooperative Contract #2019.001896 and authorizing execution of the proposal.

23. Discuss, consider and take appropriate action on accepting and approving a report on the Brushy Creek Trail Extension Along Hairy Man Road, Parks Bond E, (P551) RVE, Inc dba RVi Planning + Landscape Architecture, Supplemental Work Authorization #1 to Work Authorization #1 for a new termination date of August 4, 2022. Additionally, the fee will be reduced from $539,184 to $374,569 due to a reduced scope of work.

24. Discuss, consider, and take appropriate action on approving the service contract between Amstar, Inc. and Williamson County for Folding Motorized Panel Partitions at the Juvenile Justice Center, pursuant to Sourcewell EZIQC Cooperative Contract No. TX-CT-GC-121819-AMS and authorizing the execution of the agreement.

25. Discuss, consider and take appropriate action on Work Authorization No 2 in the amount of $50,000.00 to expire December 31, 2023 under Williamson County Contract for Engineering Services between Kimley-Horn and Associates, Inc. and Williamson County dated March 10, 2020 for On-Call Traffic Engineering Services. Funding source: 01.0200.0210.004100.

26. Discuss, consider and take appropriate action on awarding IFB #T3485 Crack Seal Services to the only responsive bidder RHB Construction and authorizing the execution of this agreement.

27. Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for T4230 IFB CR 258 Milling, Sealing and Overlay.

28. Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for T4220 IFB CR 313 From 1100' E of IH35 to 580' E of CR 332 Milling, Sealing and Overlay.

29. Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for as T4187 IFB CR 175, Great Oaks Dr, Parkside Pkwy Milling, Sealing and Overlay.

30. Discuss, consider and take appropriate action on approval of the final plat for the Matthew 7:25 subdivision – Precinct 4.

31. Discuss, consider and take appropriate action on approval of the final plat for the Ranches at Pecan Creek subdivision – Precinct 4.

32. Discuss, consider and take appropriate action on approval of the preliminary plat for the Santa Rita Ranch Phase 5 subdivision – Precinct 3.

33. Discuss, consider and take appropriate action on approval of the preliminary plat for the 1625 CR 255 subdivision – Precinct 3.

REGULAR AGENDA

34. Discuss, consider, and take appropriate action on a resolution proclaiming May 18, 2021, as "Mr. and Mrs. Williamson County Day" in honor of Leo and Vivian Wood.

35. Discuss, consider and take appropriate action on approving the resolution for Williamson County EMS proclaiming May 16-22, 2021 as Emergency Medical Services Week.

36. Discuss, consider, and take appropriate action on a resolution proclaiming May 20, 2021, as National Stop the Bleed Day in Williamson County.

37. Discuss, consider and take appropriate action on funding matters relating to Coronavirus Aid, Relief, and Economic Security (CARES) Act and the American Rescue Plan Act of 2021 to include, but not be limited to hearing an update on the Wilco Forward grant program, setting budget priorities in relation to remaining CARES Act funds and American Rescue Plan funding, as well as possible future funding and allocation plans in relation to CARES Act and American Rescue Plan funds.

38. Discuss, consider, and take appropriate action on FY22 Transformative Justice Program Grant Resolution.

39. Discuss, consider and take appropriate action on updates to the Employee Policy Manual to be effective October 1, 2021.

40. Discuss, consider and take appropriate action to approve the Tax Collection Agreement between the CLL Municipal Utility District No. 1 and the County of Williamson, Texas.

41. Discuss, consider and take appropriate action on exempting this extension from the competitive bidding requirements, per Texas Local Government Code Section 262.024.(a)(2) (an item necessary to preserve or protect the public health or safety of the residents of the county), and obtain approval of the contract extension for Jail Food Services (RFP 1605-081) between Williamson County, Texas and Aramark Correctional Services, LLC for 90 days until October 31, 2021, in order to allow the new Sheriff Office administration to complete the RFP process in this category of services to support county jail operations.

42. Discuss, consider and take appropriate action on approving a blanket purchase order in the amount of $105,000 for pre-trial services satellite tracking equipment/services to Satellite Tracking of People, LLC.

43. Discuss, consider and take appropriate action on awarding RFP T3711 Wilco Jail Lock Repairs, Preventative Maintenance and Install Services to the overall highest scoring proposer Willo Products Company, with the RFP and the vendor submittal acting as the contract/agreement.

44. Discuss, consider and take appropriate action on ratification of agreement between Williamson County and Austin Montgomery d/b/a The Roof Co. to provide roof repair services at the Williamson County Expo in the not-to-exceed amount of $454,306.76 per the TIPS Co-Op Contract #210205.

45. Receive updates on the Department of Infrastructure projects and issues.

46. Discuss, consider and take appropriate action regarding Change Order No. 9 in the amount of $-11,573.93 for Seward Junction (Jordan Foster Construction, LLC), a Road Bond project in Commissioner Pct. 2 (P271 and P274).

47. Discuss, consider and take appropriate action on a real estate contract and commercial leaseback agreement with Eric and Michelle Klingemann for right of way needed on the Sam Bass Rd. project (Parcel 13). Funding Source: Road Bonds P462

48. Discuss, consider and take appropriate action on a Release of Easement on a portion of the right of way area of Breakaway Road, adjacent to Lot 50, Breakaway Park Section 3 according to the Plat recorded in cabinet J, Slide 377.

49. Discuss, consider and take appropriate action on an Interlocal Agreement between Williamson County and the City of Round Rock, Texas Regarding the Design and Construction of the Wyoming Springs/Smyers Lane Intersection Project.

50. Discuss, consider and take appropriate action on a Possession and Use Agreement for Transportation Purposes with Bustle Investment Group, LLC for right of way needed on the Sam Bass Road project (Parcel 4). Funding Source: Road Bonds P462

51. Discuss, consider and take appropriate action on a Possession and Use Agreement for Transportation Purposes with Bustle Investment Group, LLC for right of way needed on the Sam Bass Rd. project (Parcel 5). Funding Source: Road Bonds P462

EXECUTIVE SESSION

"The Commissioners Court for Williamson County reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by Texas Government Code Sections 551.071 (Consultations with Attorney), 551.072 (Deliberations regarding Real Property), 551.073 (Deliberations regarding Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations regarding Security Devices) and 551.087 (Deliberations regarding Economic Development Negotiations)."

52. Discuss real estate matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.072 Deliberation Regarding Real Estate Property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with third person.)

A. Real Estate Owned by Third Parties

Preliminary discussions relating to proposed or potential purchase or lease of property owned by third parties

a) Discuss the acquisition of real property for SW 183 and SH 29 Loop.
b) Discuss the acquisition of real property for CR 176 at RM 2243
c) Discuss the acquisition of real property: CR 278
d) Discuss the acquisition of real property for County Facilities.
e) Discuss the acquisition of real property for Seward Junction SE and SW Loop.
f) Discuss the acquisition of real property for SH 29 @ DB Wood.
g) Discuss the acquisition of real property for CR 366.
h) Discuss the acquisition of real property for N. Mays.
i) Discuss Somerset Road Districts No. 3 & 4 reimbursements for acquisition & construction of Reagan Blvd.
j) Discuss the acquisition of real property for CR 111.
k) Discuss the acquisition of real property for Corridor H
l) Discuss the acquisition of real property for future SH 29 corridor.
m) Discuss the acquisition of real property for the expansion of Ronald Reagan at IH 35.
n) Discuss the acquisition of right-of-way for Corridor C.
o) Discuss the acquisition of right-of-way for Corridor F.
p) Discuss the acquisition of right-of-way for Corridor D.
q) Discuss the acquisition of right-of-way for SE Loop/Corridor A.
r) Discuss the acquisition of right-of-way for Reagan extension.
s) Discuss the acquisition of real property for the Brushy Creek Trail Project.
t) Discuss the acquisition of drainage/detention easements for real property North of WMCO Juvenile Detention Center
u) Discuss the acquisition of the MKT Right of Way

v) Discuss acquisition of drainage easement in relation to County Road 176

B. Property or Real Estate owned by Williamson County

Preliminary discussions relating to proposed or potential sale or lease of property owned by the County

a) Discuss County owned real estate containing underground water rights and interests.

b) Discuss possible uses of property owned by Williamson County on Main St. between 3rd and 4th Streets. (formerly occupied by WCCHD)

c) Discuss property usage at Longhorn Junction

d) Discuss the sale of excess ROW at San Gabriel Parkway and Mel Mathis Ave.

e) Discuss county owned property located at Ed Schmidt Boulevard Hutto, Texas

f) Discuss the sale of property located at 900 S Main St., Taylor, 76574

C. Discuss the Williamson County Reimbursement Agreement for Construction of San Gabriel Blvd. and New Hope Road with the City of Leander and TIRZ #1

D. Discuss the Cobb Cavern Conservation Easement Amendment.

53. Discussion regarding economic development negotiations pursuant to Texas Government Code, Section 551.087:

a) Business prospect(s) that may locate or expand within Williamson County.
b) Project Crystal
c) Project Winston
d) Project Solo
e) Project Stamp
f) Project Justice
g) Project Cutting Edge

54. Discuss pending or contemplated litigation, settlement matters and other confidential attorney-client legal matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.071 consultation with attorney.), including the following:

a) Litigation or claims or potential litigation or claims against the County or by the County
b) Status Update-Pending Cases or Claims;
c) Employee/personnel related matters
d) Other confidential attorney-client matters, including contracts and certain matters related to county defense issues in which the duty of the attorney to the governmental body within the attorney/client relationship clearly conflicts with Chapter 551 of the Texas Government Code.
e) Civil Action No. 1:18-CV-49, Troy Mansfield v. Williamson County, In The United States District Court for the Western District of Texas, Austin Division.
f) Cause No. 19-0850-C368; County of Williamson vs. Purdue Pharma, LP et al., In the District Court of Williamson County, Texas.
g) Civil Action No. 1:17-cv-01114-LY, Elizabeth Saucedo and Tettus Davis v. Jonathon Hodgkiss, In The United States District Court for the Western District of Texas, Austin Division.
h) Cause No. 1:18-CV-0198; Officer Mary Teague v. Williamson County, Travis County and City of Giddings, In the United States District Court for the Western District of Texas, Austin Division
i) Claim of Regina Wright.
j) Cause No. 19-0406-C368; Anthony Garcia and Victoria Garcia et al. v. Stephen

Wade Freeman et al. v. Wayne Finch et al.; In the 368th District Court of Williamson County, Texas.
k) Case: 1:20-CV-255-LY; Jay Kreper v. Williamson County et al.; In the United States District Court for the Western District of Texas, Austin Division.
l) Case Number 1:20-cv-01068-LY*; Javier Ambler, Sr., et al. v. Williamson County, Texas*, , In the United States District Court for the Western District of Texas, Austin Division.
m) Case 1:20-cv-00927-LY; Heather Vargas v. Williamson County, Texas; In The United States District Court for the Western District Of Texas Austin Division.
n) Case No. 1:20-CV-00842; SonWest Co. v. J. TERRON EVERSTON, in his official capacity as Williamson County Engineer, et al.; In the United States District Court for the Western District of Texas, Austin Division.
o) Civil Action No. 1:20-cv-836; Elizabeth Firey v. Williamson County, In The United States District Court for the Western District Of Texas Austin Division.
p) Potential legal claims, demands and/or litigation against The Travelers Indemnity Company (Travelers).
q) Case 1:21-cv-00388-RP; Ramsey Mitchell vs. Williamson County, Robert Chody, Zachary Camden, Mark Luera, et al.; In the United States District Court for the Western District Of Texas, Austin Division.
r) Civil Action No. 1:21-CV-74; Scott Phillip Lewis v. Williamson County, Texas; In the United States District Court for the Western District Of Texas, Austin Division.
s) Shamona Harris - EEOC Charge #451-2021-00812.
t) Legal matters and claims relating to the City of Austin purchasing property in Williamson County for purposes of operating temporary or permanent housing of homeless in Williamson County.
u) Notice of Charge of Discrimination - Bhavani Madisetti-Vemireddy TWCCRD Charge No.: 1A21443/EEOC Charge No.: 31C-2021-00348C.
v) Civil Action No. 1:21-cv-00172-LY; Charles William Thornburg v. Williamson County, Texas; Robert Chody, et al.; In the United States District Court for the Western District Of Texas, Austin Division.
w) Cause No. D-1-Gn-21-000215; Mohammad Mahmood v. Williamson County Constable Office; In the 353rd Judicial District of Travis County, Texas.
x) Civil Action No. 1:21-cv-00275; Big Fish Entertainment LLC v. Williamson County Sheriff's Office et al.; In the United States District Court for the Western District Of Texas, Austin Division.
y) Cause No. 20-1964-C395; Robert Chody v. Michael Gleason, In the 395th Judicial District Court of Williamson County, Texas.
z) EEOC Charge of Discrimination #451-2021-01357 – Jesse Gomez.
aa) Civil Action No. 1:21-cv-00350; Imani Nembhard v. Williamson County, Robert Chody and Christopher Pisa; In the United States District Court for the Western District Of Texas, Austin Division.
bb) Civil Action No. 1:21-cv-00350; Gary Watsky v. Williamson County, Robert Chody, Mark Luera, Steve Deaton, et al.; In the United States District Court for the Western District Of Texas, Austin Division.
cc) Kelli Bomer - EEOC Charge #451-2021-00920.
dd) Jesse J Gomez - EEOC Charge #451-2021-01357.

55. Discuss security assessments or deployments relating to information resources technology; network security information as described by Texas Gov't Code Section 2059.055(b); and/or (3) the deployment, or specific occasions for implementation, of security personnel, critical infrastructure, or security devices. (Executive Session as per Texas Gov't. Code § 551.089).

56. Deliberate the appointment, employment, evaluation, reassignment, duties, discipline and/or dismissal of Williamson County officers, directors, employees and/or positions, including but not limited to conducting deliberation and discussion pertaining to annual reviews of department heads and appointed officials (Executive Session as per Tex. Gov. Code Section 551.074 – Personnel Matters).

REGULAR AGENDA (continued)

57. Discuss, consider and take appropriate action on a conservation easement amendment on property held for Williamson County Conservation Foundation.

58. Discuss, consider and take appropriate action on authorizing legal counsel for Williamson County to declare a final default and tender the River Ranch County Park Phase I Development Project and the River Ranch County Park Interpretive Center Project to the performance bond surety relating to the Agreement Between Williamson County, as Owner, and Ritter, Botkin Prime Construction, Inc., as Contractor, being dated effective November 9, 2018, for the River Ranch County Park Phase I Development and the Agreement Between Williamson County, as Owner, and Ritter, Botkin Prime Construction, Inc., as Contractor, being dated effective October 29, 2019, for the River Ranch County Park Interpretive Center.

59. Discuss and take appropriate action concerning economic development.

60. Discuss and take appropriate action concerning real estate.

61. Discuss, consider and take appropriate action on pending or contemplated litigation, settlement matters and other legal matters, including the following:

a) Litigation or claims or potential litigation or claims against the County or by the County
b) Status Update-Pending Cases or Claims;
c) Employee/personnel related matters
d) Other confidential attorney-client matters, including contracts and certain matters related to county defense issues in which the duty of the attorney to the governmental body within the attorney/client relationship clearly conflicts with Chapter 551 of the Texas Government Code.
e) Civil Action No. 1:18-CV-49, Troy Mansfield v. Williamson County, In The United States District Court for the Western District of Texas, Austin Division.
f) Cause No. 19-0850-C368; County of Williamson vs. Purdue Pharma, LP et al., In the District Court of Williamson County, Texas.
g) Civil Action No. 1:17-cv-01114-LY, Elizabeth Saucedo and Tettus Davis v. Jonathon Hodgkiss, In The United States District Court for the Western District of Texas, Austin Division.
h) Cause No. 1:18-CV-0198; Officer Mary Teague v. Williamson County, Travis County and City of Giddings, In the United States District Court for the Western District of Texas, Austin Division
i) Claim of Regina Wright.
j) Cause No. 19-0406-C368; Anthony Garcia and Victoria Garcia et al. v. Stephen

Wade Freeman et al. v. Wayne Finch et al.; In the 368th District Court of Williamson County, Texas.
k) Case: 1:20-CV-255-LY; Jay Kreper v. Williamson County et al.; In the United States District Court for the Western District of Texas, Austin Division.
l) Case Number 1:20-cv-01068-LY*; Javier Ambler, Sr., et al. v. Williamson County, Texas*, , In the United States District Court for the Western District of Texas, Austin Division.
m) Case 1:20-cv-00927-LY; Heather Vargas v. Williamson County, Texas; In The United States District Court for the Western District Of Texas Austin Division.
n) Case No. 1:20-CV-00842; SonWest Co. v. J. TERRON EVERSTON, in his official capacity as Williamson County Engineer, et al.; In the United States District Court for the Western District of Texas, Austin Division.
o) Civil Action No. 1:20-cv-836; Elizabeth Firey v. Williamson County, In The United States District Court for the Western District Of Texas Austin Division.
p) Potential legal claims, demands and/or litigation against The Travelers Indemnity Company (Travelers).
q) Case 1:21-cv-00388-RP; Ramsey Mitchell vs. Williamson County, Robert Chody, Zachary Camden, Mark Luera, et al.; In the United States District Court for the Western District Of Texas, Austin Division.
r) Civil Action No. 1:21-CV-74; Scott Phillip Lewis v. Williamson County, Texas; In the United States District Court for the Western District Of Texas, Austin Division.
s) Shamona Harris - EEOC Charge #451-2021-00812.
t) Legal matters and claims relating to the City of Austin purchasing property in Williamson County for purposes of operating temporary or permanent housing of homeless in Williamson County.
u) Notice of Charge of Discrimination - Bhavani Madisetti-Vemireddy TWCCRD Charge No.: 1A21443/EEOC Charge No.: 31C-2021-00348C.
v) Civil Action No. 1:21-cv-00172-LY; Charles William Thornburg v. Williamson County, Texas; Robert Chody, et al.; In the United States District Court for the Western District Of Texas, Austin Division.
w) Cause No. D-1-Gn-21-000215; Mohammad Mahmood v. Williamson County Constable Office; In the 353rd Judicial District of Travis County, Texas.
x) Civil Action No. 1:21-cv-00275; Big Fish Entertainment LLC v. Williamson County Sheriff's Office et al.; In the United States District Court for the Western District Of Texas, Austin Division.
y) Cause No. 20-1964-C395; Robert Chody v. Michael Gleason, In the 395th Judicial District Court of Williamson County, Texas.
z) EEOC Charge of Discrimination #451-2021-01357 – Jesse Gomez.
aa) Civil Action No. 1:21-cv-00350; Imani Nembhard v. Williamson County, Robert Chody and Christopher Pisa; In the United States District Court for the Western District Of Texas, Austin Division.
bb) Civil Action No. 1:21-cv-00350; Gary Watsky v. Williamson County, Robert Chody, Mark Luera, Steve Deaton, et al.; In the United States District Court for the Western District Of Texas, Austin Division.
cc) Kelli Bomer - EEOC Charge #451-2021-00920.
dd) Jesse J Gomez - EEOC Charge #451-2021-01357.

62. Discuss, consider and take appropriate action regarding the appointment, employment, evaluation, reassignment, duties, discipline and/or dismissal of Williamson County officers, directors or employees, including but not limited to any necessary action pertaining to conducting annual reviews of department heads and appointed officials.

63. Comments from Commissioners.

64. Public Comment Period. The Commissioners Court will conduct a Public Comment Period to allow members of the public to address the Court regarding matters pertaining to or affecting Williamson County but that do not appear as an Agenda Item on a meeting's Agenda. During such Public Comment Period, speakers shall be limited to a maximum of two (2) minutes to make his/her remarks and the maximum overall discussion time allowed for the Public Comment Period, regardless of the number of members of the public wishing to address the Court during such period, shall be limited to ten (10) minutes. Speaking time, to the extent possible, will be evenly allocated among speakers should more than five (5) speakers desire to speak during the Public Comment Period. Please note that the members of the Court may not comment at the meeting about matters that are not on the agenda.

_____

Bill Gravell, Jr., County Judge

This notice of meeting was posted in the locked box located on the south side of the Williamson County Courthouse, a place readily accessible to the general public at all times, on the 14th day of May 2021 at 5:00 PM and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Commissioners Court - Regular Session **3.**

Meeting Date: 05/18/2021

LIT

Submitted For: Rebecca Clemons **Submitted By:** Rebecca Clemons, Human Resources

Department: Human Resources

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a line item transfer for Human Resources.

Background

We purchased some equipment/software for our internal training video project last year and had not yet determined which computer would meet the capabilities we need. We have partnered with IT and have now identified the best one to fit our needs. Due to some savings in our recent furniture purchase, we would like to buy the computer now.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0402.003005	Office Furniture	2,000.00
To	0100.0402.003010	Computer Equipment < 5k	2,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	05/10/2021 08:55 AM
Budget Office	Ashlie Holladay	05/10/2021 09:47 AM

Form Started By: Rebecca Clemons Started On: 05/07/2021 02:36 PM

Final Approval Date: 05/10/2021

Commissioners Court - Regular Session **4.**

Meeting Date: 05/18/2021

Line Item Transfer for the County Sheriff, Corrections Bureau

Submitted For: Mike Gleason **Submitted By:** Abigail Dass, Sheriff

Department: Sheriff

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a line item transfer for the County Sheriff.

Background

Transferring funds to provide funding for a Walk Through Metal Detector for the South Jail visitation entrance. Funding is available from the printed forms line item due to reduced jail population as a result of COVID-19 issues.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0570.004350	Printed Materials & Binding	$2000.00
To	0100.0570.003006	Office Equipment	$2000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	05/11/2021 02:13 PM
Budget Office	Ashlie Holladay	05/11/2021 02:21 PM
Form Started By: Abigail Dass		Started On: 05/11/2021 08:48 AM
Final Approval Date: 05/11/2021		

Commissioners Court - Regular Session **5.**

Meeting Date: 05/18/2021

Line Item Transfer for District Attorney

Submitted By: Ronnie Simek, District Attorney

Department: District Attorney

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on a line item transfer for the District Attorney's Office.

Background

This transfer is necessary to help cover the various expenses related to the extraditions, in this current budget cycle.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0440-004932	Trial Expenses	3,000.00
To	0100-0440-004236	Extraditions	3,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	05/11/2021 02:48 PM
Budget Office	Ashlie Holladay	05/11/2021 02:58 PM
Form Started By: Ronnie Simek		Started On: 05/11/2021 10:20 AM
Final Approval Date: 05/11/2021		

Commissioners Court - Regular Session **6.**

Meeting Date: 05/18/2021

V/E Assets for Auction 5.18.21

Submitted For: Joy Simonton **Submitted By:** Mary Watson, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the disposal of various county vehicles(s) and equipment assets through Auction including three (3) 2014 Chevrolet Tahoes, one (1) 2015 Chevrolet Tahoe, one (1) 2009 Chevrolet Malibu Hybrid and one (1) 2004 John Deere Gator, pursuant to Tx. Local Gov't Code 263.152.

Background

Please see the attached list for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

V/E Assets for Auction 5.18.21

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	05/13/2021 10:06 AM
County Judge Exec Asst.	Andrea Schiele	05/13/2021 10:07 AM
Form Started By: Mary Watson		Started On: 05/05/2021 04:12 PM
Final Approval Date: 05/13/2021		

Vehicle Status Change

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Department	551- Constable Pct 1
County VIN/Serial Number	1GNLC2EC6FR563780
Equipment/Door Number	1B1538
License Plate	1195815
Year	2015
Make	CHEVROLET
Model	TAHOE
Elected Official/Department Head/Authorized Staff Digital Signature2	✔ Patrick Youngren 4/19/2021 9:15 AM
Receiving Department Signature2	✖
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 4/21/2021 9:29 AM
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	N/A
Authorizing HR Employee Digital Signature	✔ Malea Schmitt 4/22/2021 2:54 PM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✔ Anabel Macias 5/5/2021 3:18 PM
Purchasing Department Signature Acknowledgement	✔ Mary Watson 5/5/2021 3:49 PM

Vehicle Status Change

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Department	551- Constable Pct 1
County VIN/Serial Number	1GNLC2E00ER216000
Equipment/Door Number	1B1443
License Plate	1370326
Year	2014
Make	CHEVROLET
Model	TAHOE
Elected Official/Department Head/Authorized Staff Digital Signature2	✔ Patrick Youngren 4/19/2021 9:21 AM
Receiving Department Signature2	✖
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 4/21/2021 9:31 AM
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	N/A
Authorizing HR Employee Digital Signature	✔ Malea Schmitt 4/22/2021 2:50 PM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✔ Anabel Macias 5/5/2021 3:21 PM
Purchasing Department Signature Acknowledgement	✔ Mary Watson 5/5/2021 3:53 PM

Vehicle Status Change

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Department	551- Constable Pct 1
County VIN/Serial Number	1GNLC2E06ER170415
Equipment/Door Number	1B1473
License Plate	1171938
Year	2014
Make	CHEVROLET
Model	TAHOE
Elected Official/Department Head/Authorized Staff Digital Signature2	✔ Patrick Youngren 4/19/2021 9:19 AM
Receiving Department Signature2	✖
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 4/21/2021 9:31 AM
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	N/A
Authorizing HR Employee Digital Signature	✔ Malea Schmitt 4/22/2021 2:51 PM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✔ Anabel Macias 5/5/2021 3:19 PM
Purchasing Department Signature Acknowledgement	✔ Mary Watson 5/5/2021 3:51 PM

Vehicle Status Change

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Department	551- Constable Pct 1
County VIN/Serial Number	1GNLC2E05ER167215
Equipment/Door Number	1B1472
License Plate	1183415
Year	2014
Make	CHEVROLET
Model	TAHOE
Elected Official/Department Head/Authorized Staff Digital Signature2	✔ Patrick Youngren 4/19/2021 9:17 AM
Receiving Department Signature2	✖
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 4/21/2021 9:30 AM
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	N/A
Authorizing HR Employee Digital Signature	✔ Malea Schmitt 4/22/2021 2:53 PM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✔ Anabel Macias 5/5/2021 3:11 PM
Purchasing Department Signature Acknowledgement	✔ Mary Watson 5/5/2021 3:42 PM

Vehicle Status Change

Reason for Status Change	NOT MECHANICALLY SOUND
Department	576 - Juvenile Services
County VIN/Serial Number	1G1ZF575X9F188789
Equipment/Door Number	JA0968
License Plate	1266033
Year	2009
Make	Chevrolet
Model	Malibu Hybrid
Elected Official/Department Head/Authorized Staff Digital Signature2	✔ John Pelczar 4/22/2021 8:41 AM
Receiving Department Signature2	✖
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Fleet Comments	Needs hybrid battery and instrument cluster. Parts not available, no ETA on parts from General Motors
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 5/4/2021 11:09 AM
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	N/A
Authorizing HR Employee Digital Signature	✔ Malea Schmitt 4/23/2021 1:12 PM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✔ Anabel Macias 5/5/2021 3:25 PM
Purchasing Department Signature Acknowledgement	✔ Mary Watson 5/5/2021 3:58 PM

Vehicle Status Change

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Department	560 - Sheriffs Office
County VIN/Serial Number	W006X4D037829
Equipment/Door Number	SE0420
License Plate	NA
Year	2004
Make	John Deere
Model	Gator
Comments (mileage, mechanical issues, other info)	2,283 hrs. Gun Range Gator
Elected Official/Department Head/Authorized Staff Digital Signature2	✔ Pat Erickson 3/5/2021 8:29 AM
Receiving Department Signature2	✘
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 3/5/2021 9:14 AM
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	N/A
Authorizing HR Employee Digital Signature	✔ Malea Schmitt 3/4/2021 3:21 PM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✔ Anabel Macias 5/5/2021 3:08 PM
Purchasing Department Signature Acknowledgement	✔ Mary Watson 5/5/2021 3:39 PM

Commissioners Court - Regular Session **7.**

Meeting Date: 05/18/2021

V/E Assets Sale to Insurance 5.18.21

Submitted For: Joy Simonton **Submitted By:** Mary Watson, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the disposal of various county vehicles(s) and equipment assets through Sale to Insurance including one (1) 2018 Chevrolet Tahoe #3824 and one (1) 2021 Freightliner #7518, pursuant to Tx. Local Gov't Code 263.152.

Background

Please see the attached list for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

V/E Sale to Insurance 5.18.21

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	05/13/2021 10:08 AM
County Judge Exec Asst.	Andrea Schiele	05/13/2021 10:12 AM
Form Started By: Mary Watson		Started On: 05/05/2021 04:13 PM
Final Approval Date: 05/13/2021		

Vehicle Status Change

Reason for Status Change	ACCIDENT
Department	560 - Sheriffs Office
County VIN/Serial Number	1GNLCDEC0JR253824
Equipment/Door Number	SB1865
License Plate	1370485
Year	2018
Make	Chevrolet
Model	Tahoe
Comments (mileage, mechanical issues, other info)	total loss after accident on 09/27/2020, last meter 54,646 mi. Held Pending Litigation
Elected Official/Department Head/Authorized Staff Digital Signature2	✔ Pat Erickson 3/17/2021 12:30 PM
Receiving Department Signature2	✘
Method of Status change: This vehicle is to be considered for: (select one)	Sale to insurance
Fleet Comments	Insruance declared a total loss. Unit was held pending litigation.
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 3/18/2021 7:33 AM
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	Confirmed
Authorizing HR Employee Digital Signature	✔ Malea Schmitt 3/23/2021 8:58 AM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✔ Anabel Macias 5/5/2021 3:12 PM
Purchasing Department Signature Acknowledgement	✔ Mary Watson 5/5/2021 3:45 PM

Vehicle Status Change

Reason for Status Change	ACCIDENT
Department	210 - Unified Road Systems
County VIN/Serial Number	3ALHG3DV4MDMM7518
Equipment/Door Number	UMS2104
License Plate	1426465
Year	2021
Make	Freightliner
Model	114SD
Comments (mileage, mechanical issues, other info)	Vehicle was invovled in a rollover
Elected Official/Department Head/Authorized Staff Digital Signature2	✔ Jeff Ivey 5/5/2021 7:29 AM
Receiving Department Signature2	✖
Method of Status change: This vehicle is to be considered for: (select one)	Sale to insurance
Fleet Comments	Travelers Insurance declared unit a total loss
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 4/19/2021 7:37 AM
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	Confirmed
Authorizing HR Employee Digital Signature	✔ Malea Schmitt 4/19/2021 11:38 AM
Auditor's Authorized Employee Digital Signature	✔ Anabel Macias 5/5/2021 3:28 PM
Purchasing Department Signature Acknowledgement	✔ Mary Watson 5/5/2021 4:01 PM

Commissioners Court - Regular Session **8.**

Meeting Date: 05/18/2021

Property Tax Collections – April 2021

Submitted For: Larry Gaddes **Submitted By:** Renee Clark, County Tax Assessor Collector

Department: County Tax Assessor Collector

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving property tax collections for the month of April 2021 for the Williamson County Tax Assessor/Collector.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

040121-043021 GWI-RFM

040121-043021 GWI-RFM Graph

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	05/13/2021 09:27 AM
Form Started By: Renee Clark		Started On: 05/13/2021 08:19 AM
Final Approval Date: 05/13/2021		

YEAR TO DATE - COLLECTION REPORT
Williamson County - GWI/RFM Property Taxes
April 30, 2021

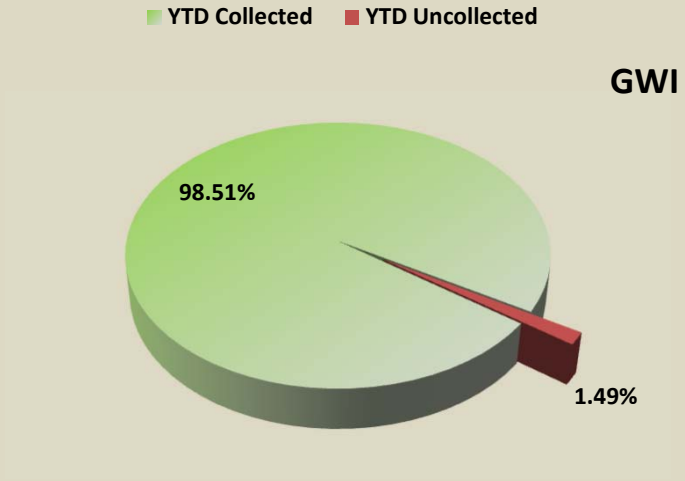
Williamson County General Fund	Tax Roll	Adjustments	Adjusted Tax Roll	Current Tax Collected	Penalty & Interest Collected	Variance	Uncollected Balance	YTD Collected	YTD Percent Collected	YTD Percent Collected w/P & I	YTD Percent Collected w/P & I & Prior Years
2020	$308,158,968.52	($220,331.51)	$307,938,637.01	$783,988.03	$67,464.46	($1.78)	$4,592,066.12	$303,346,570.89	98.51%	98.63%	98.95%
2019 & Prior	$2,639,554.36	($120,551.20)	$2,519,003.16	$43,358.92	$11,945.18	$710.71	$2,028,626.92	$490,376.24	19.47%	24.69%	
Rollbacks	$205,016.50	$411,582.71	$616,599.21	$23,706.31	$0.00	$0.00	$259,326.24	$357,272.97	57.94%	58.18%	
Total All	$311,003,539.38	$70,700.00	$311,074,239.38	$851,053.26	$79,409.64	$708.93	$6,880,019.28	$304,194,220.10	97.79%	97.95%	

Williamson County RFM	Tax Roll	Adjustments	Adjusted Tax Roll	Current Tax Collected	Penalty & Interest Collected	Variance	Uncollected Balance	YTD Collected	YTD Percent Collected	YTD Percent Collected w/P & I	YTD Percent Collected w/P & I & Prior Years
2020	$29,324,429.26	($13,946.43)	$29,310,482.83	$75,476.14	$6,437.64	($0.38)	$432,752.58	$28,877,730.25	98.52%	98.65%	98.96%
2019 & Prior	$236,694.34	($9,830.73)	$226,863.61	$4,156.13	$1,088.41	$67.89	$179,660.49	$47,203.12	20.81%	26.21%	
Rollbacks	$19,357.23	$38,945.39	$58,302.62	$2,198.65	$0.00	$0.00	$24,612.28	$33,690.34	57.79%	58.03%	
Total All	$29,580,480.83	$15,168.23	$29,595,649.06	$81,830.92	$7,526.05	$67.51	$637,025.35	$28,958,623.71	97.85%	98.01%	

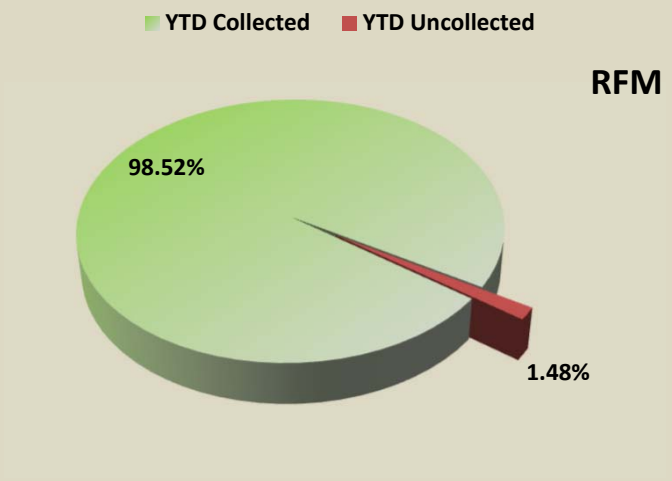
2020 COMBINED MONTHLY BREAKDOWN

Oct-20	$340,584,020.21	$48,576.33	$340,632,596.54	$13,001,526.10	$34,211.86	$4,307.92	$327,626,762.52	$13,005,834.02
Nov-20	$340,632,596.54	($59,194.11)	$340,573,402.43	$20,672,503.84	$23,708.08	$4,391.67	$306,890,672.90	$33,682,729.53
Dec-20	$340,573,402.43	($2,584.05)	$340,570,818.38	$178,144,338.83	$26,270.02	($0.05)	$128,743,750.07	$211,827,068.31
Jan-21	$340,570,818.38	($72,663.42)	$340,498,154.96	$113,388,008.11	$20,791.57	$2,172.71	$15,280,905.83	$325,217,249.13
Feb-21	$340,498,154.96	$29,724.36	$340,527,879.32	$3,788,835.33	$196,844.15	($69,903.81)	$11,591,698.67	$328,936,180.65
Mar-21	$340,527,879.32	($84,988.54)	$340,442,890.78	$3,281,890.14	$169,896.19	$1,112.40	$8,223,707.59	$332,219,183.19
Apr-21	$340,442,890.78	$226,997.66	$340,669,888.44	$932,884.18	$86,935.69	$776.44	$7,517,044.63	$333,152,843.81

Year to Date Collection Report
Thru April, 2021



Year to Date Collection Report
Thru April, 2021



Percent of Roll Collected Comparison
2016-2020

Percent of Roll Collected Comparison
2016-2020

Commissioners Court - Regular Session **9.**

Meeting Date: 05/18/2021

Waive penalty and interest to customers as requested by the Tax Assessor Collector

Submitted For: Larry Gaddes **Submitted By:** Judy Kocian, County Tax Assessor Collector

Department: County Tax Assessor Collector

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action to approve waiving Penalty and Interest to customers as requested by the Tax Assessor/Collector's Office.

Background

In accordance with Section 33.011 of the Texas Property Tax Code, The Governing Body of the taxing unit shall waive penalties and may provide for the waiver of interest if interest on a delinquent tax if an act or omission of any officer, employee or agent of the taxing unit or the appraisal district in which the taxing unit participates caused or resulted in the taxpayer's failure to pay the tax before delinquency and if the tax is paid within 21 days after the taxpayer knows or should know of delinquency.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Waiver May 2021

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	05/12/2021 03:51 PM
Tax Assessor (Originator)	Judy Kocian	05/13/2021 02:09 PM
Form Started By: Judy Kocian		Started On: 05/12/2021 03:07 PM
Final Approval Date: 05/13/2021		

Williamson County Tax Office
Tax Assessor/Collector
Larry Gaddes PCAC, CTA

Waiver Requests for 2019- 2020 Penalty & Interest

May 5, 2021

Waivers of penalty and interest may or shall be granted by the governing body of the taxing unit according to the provisions provided by Section 33.011 of the Texas Property Tax Code. The requests included within have been reviewed by the Williamson County Tax Assessor/Collector's Waiver Review Committee. The Review Committee has determined the request meet the requirements of Section 33.011 and are being presented to Williamson County Commissioners Court for approval.

Property ID#	Tax Year	Name	P&I Amount	Relevant Code	Reason
P487950	2019	Chris McWatters-Tejas Trails LP	$144.54 (P&I) + $142.15 (Atty Fees)	33.011 (a)(1)	WCAD Error
P492980	2019	Glo Med Spa	$600.07 (P&I) + $590.04 (Atty Fees)	33.011 (a)(1)	WCAD Error
R444599	2020	Robert Tiemann	$80.31	33.011 (j)(1)(2)	USPS error
R444600	2020	Robert Tiemann	$396.40	33.011 (j)(1)(2)	USPS error
R498573	2020	Ray Simmons	$86.21	33.011 (a)(1)	WCAD clerical error
R090438	2020	Rebekah Claeys	$375.75	33.011 (j)(1)(2)	USPS error
R455319	2020	Rwik Sengupta	$859.93	33.011 (a)(1)	Tax office clerical error

Property ID#	Tax Year	Name	P&I Amount	Relevant Code	Reason
P308411	2020	A+ Federal Credit Union	$430.67	33.011 (j)(1)(2)	USPS error
P355314	2020	Romco Equipment	$3,304.54	33.011 (2)(a)(b)	USPS error
R379650	2020	Romco Equipment	$2,700.89	33.011 (i)(2)	USPS error
P484401	2019	Backyard Oasis	$216.22 (P&I) +$157.15 (Atty Fees)	33.011 (j)(1)(2)	USPS error
P496187	2020	Jarrell Store Inc DBA Roadster 17	$3,416.14 (P&I) + $5,170.77 (Atty Fees)	33.011 (a)(1)	WCAD clerical error
R498604	2020	Rodney Miller & Yoke Keng Heow	$86.63	33.011 (h)(2)	Electronic Payment error

Approved by/Date

5/13/21

Approved by/Date

Commissioners Court - Regular Session **10.**

Meeting Date: 05/18/2021

Salary Study 3B Title and Grade Changes

Submitted For: Rebecca Clemons **Submitted By:** Kaylan Diederich, Human Resources

Department: Human Resources

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on position changes from Cycle 3B of the Salary Study.

Background

Recommendations and corresponding line item transfers from Cycle 3B were approved on Feb. 23 rd, March 9th and May 4th, 2021 with an effective date of May 28, 2021 (first pay date of June 18th for any fiscal impact). Attached are the details that we will process in Oracle for those approved changes.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Salary Study 3B Position Changes

Form Review

Inbox	Reviewed By	Date
Human Resources (Originator)	Rebecca Clemons	05/12/2021 10:48 AM
County Judge Exec Asst.	Andrea Schiele	05/12/2021 03:56 PM
Form Started By: Kaylan Diederich		Started On: 05/12/2021 10:20 AM
Final Approval Date: 05/12/2021		

Department	PCN	EE ID	Current Annual Salary	*NEW Annual Salary	Current Position Budget	*NEW Position Budget	Reduction to Position Budget	Increase to Position Budget	Change notes	Earliest Oracle Effective Date
Animal Services	203	14992	$26,920.61	$28,012.28	$26,920.61	$28,012.28	N/A	$1,091.67	Grade change: B.13 to B.15	5/28/2021
Animal Services	204	11163	$32,115.01	N/A	$32,115.01	N/A	N/A	N/A	Grade change: B.13 to B.15	5/28/2021
Animal Services	205	15509	$25,392.10	$28,012.28	$27,767.58	$28,012.28	N/A	$244.70	Grade change: B.13 to B.15	5/28/2021
Animal Services	206	11209	$33,089.18	N/A	$33,089.18	N/A	N/A	N/A	Grade change: B.13 to B.15	5/28/2021
Animal Services	207	13454	$29,423.14	N/A	$29,423.14	N/A	N/A	N/A	Grade change: B.13 to B.15	5/28/2021
Animal Services	208	14700	$27,324.73	$28,012.28	$27,324.74	$28,012.28	N/A	$687.54	Grade change: B.13 to B.15	5/28/2021
Animal Services	1765	15170	$26,158.70	$29,415.98	$26,158.71	$29,415.98	N/A	$3,257.27	Title/Grade change: Animal Care Spec (B.13) to Sr Animal Care Spec (B.16)	5/28/2021
Animal Services	1839	15156	$25,904.74	$28,012.28	$25,906.80	$28,012.28	N/A	$2,105.48	Grade change: B.13 to B.15	5/28/2021
Animal Services	1887	15441	$25,396.80	$29,415.98	$26,158.71	$29,415.98	N/A	$3,257.27	Title/Grade change: Animal Care Spec (B.13) to Sr Animal Care Spec (B.16)	5/28/2021
Animal Services	1888	15091	$25,883.52	$29,415.98	$25,883.52	$29,415.98	N/A	$3,532.46	Title/Grade change: Animal Care Spec (B.13) to Sr Animal Care Spec (B.16)	5/28/2021
Animal Services	1889	15454	$25,392.64	$28,012.28	$26,153.88	$28,012.28	N/A	$1,858.40	Grade change: B.13 to B.15	5/28/2021
Animal Services	9927	15524	$18,409.27	$20,366.64	$19,421.80	$20,366.64	N/A	$944.84	Grade change: B.13 to B.15	5/28/2021
Animal Services	9929	15525	$18,409.27	$20,366.64	$18,596.80	$20,366.64	N/A	$1,769.84	Grade change: B.13 to B.15	5/28/2021
Animal Services	9980	15631	$18,409.27	$20,366.64	$18,412.68	$20,366.64	N/A	$1,953.96	Grade change: B.13 to B.15	5/28/2021
Animal Services	9990	15453	$18,412.68	$20,366.64	$18,780.93	$20,366.64	N/A	$1,585.71	Grade change: B.13 to B.15	5/28/2021
Animal Services	9991	Vacant	N/A	N/A	$18,412.68	$20,366.64	N/A	$1,953.96	Grade change: B.13 to B.15	5/28/2021
Animal Services	9992	15367	$18,461.52	$20,366.64	$19,425.38	$20,366.64	N/A	$941.26	Grade change: B.13 to B.15	5/28/2021
Animal Services	193	15131	$29,411.20	$32,473.21	$31,200.87	$32,473.21	N/A	$1,272.34	Title/Grade change: Adm Spec AS (B.16) to AS Specialist (B.18)	5/28/2021
Animal Services	1838	1838	$29,411.20	$32,473.21	$31,058.29	$32,473.21	N/A	$1,414.92	Title/Grade change: Adm Spec AS (B.16) to AS Specialist (B.18)	5/28/2021
Animal Services	1836	15157	$30,298.47	$32,473.21	$30,298.46	$32,473.21	N/A	$2,174.75	Title/Grade change: Adm Spec AS (B.16) to AS Specialist (B.18)	5/28/2021
Animal Services	1837	15122	$30,004.29	$32,473.21	$30,004.29	$32,473.21	N/A	$2,468.92	Title/Grade change: Adm Spec AS (B.16) to AS Specialist (B.18)	5/28/2021
Animal Services	1840	14680	$31,515.89	$32,473.21	$31,515.88	$32,473.21	N/A	$957.33	Title/Grade change: Adm Spec AS (B.16) to AS Specialist (B.18)	5/28/2021
Animal Services	192	13230	$34,913.32	N/A	$34,913.32	N/A	N/A	N/A	Title/Grade change: Admin Spec II (B.17) to Sr AS Specialist (B.19)	5/28/2021
Animal Services	194	13456	$34,960.16	N/A	$34,960.15	N/A	N/A	N/A	Title/Grade change: Admin Spec II (B.17) to Sr AS Specialist (B.19)	5/28/2021
Animal Services	217	14726	$34,416.93	N/A	$34,416.93	N/A	N/A	N/A	Title/Grade change: Animal Health Tech (B.18) to Sr Animal Health Tech (B.19)	5/28/2021
Animal Services	1752	Vacant	N/A	N/A	$33,447.40	$34,126.47	N/A	$679.07	Title/Grade change: Health Tech - Surg (B.18) to Sr Animal Health Tech (B.19)	5/28/2021
Animal Services	1827	14784	$37,813.09	N/A	$37,813.09	N/A	N/A	N/A	Title/Grade change: Animal Behaviorist (B.20) to Behavioral Coord (B.21)	5/28/2021
Animal Services	211	12232	$48,381.32	N/A	$48,381.32	N/A	N/A	N/A	Title/Grade change: Kennel Manager (B.23) to Operations Mgr (B.26)	5/28/2021
Animal Services	212	11176	$60,291.09	N/A	$60,291.09	N/A	N/A	N/A	Title/Grade change: Office Adm AS (B.23) to Admin Manager (B.25)	5/28/2021
Animal Services	1884	13387	$43,660.59	N/A	$43,660.60	N/A	N/A	N/A	Title change: Program Coord to Foster/Volunteer Coordinator	5/28/2021
Animal Services - Grant	1903	Vacant	N/A	N/A	$25,392.10	$29,415.98	N/A	$4,023.88	Grade change: B.13 to B.16	5/28/2021
Animal Services Donation	1758	Vacant	N/A	N/A	$25,376.00	$29,415.98	N/A	$4,039.98	Grade change: B.13 to B.16	5/28/2021
Corrections	315	10885	$38,668.24	N/A	$38,668.24	N/A	N/A	N/A	Title/Grade change: Adm Tech Jail (B.15) to Admin Specialist (B.17)	5/28/2021
Corrections	316	11026	$38,668.22	N/A	$38,668.22	N/A	N/A	N/A	Title/Grade change: Adm Tech Jail (B.15) to Admin Specialist (B.17)	5/28/2021
Corrections	317	11947	$37,380.78	N/A	$37,380.78	N/A	N/A	N/A	Title/Grade change: Adm Tech Jail (B.15) to Admin Specialist (B.17)	5/28/2021
Corrections	318	15285	$28,017.60	$30,911.71	$29,138.30	$30,911.71	N/A	$1,773.41	Title/Grade change: Adm Tech Jail (B.15) to Admin Specialist (B.17)	5/28/2021
Corrections	319	14150	$30,607.08	$30,911.71	$30,607.08	$30,911.71	N/A	$304.63	Title/Grade change: Adm Tech Jail (B.15) to Admin Specialist (B.17)	5/28/2021
Corrections	320	15704	$28,017.60	$30,911.71	$28,017.60	$30,911.71	N/A	$2,894.11	Title/Grade change: Adm Tech Jail (B.15) to Admin Specialist (B.17)	5/28/2021
Corrections	321	14321	$30,607.08	$30,911.71	$30,607.08	$30,911.71	N/A	$304.63	Title/Grade change: Adm Tech Jail (B.15) to Admin Specialist (B.17)	5/28/2021
Corrections	322	10606	$36,472.80	N/A	$36,472.80	N/A	N/A	N/A	Title/Grade change: Adm Tech Jail (B.15) to Admin Specialist (B.17)	5/28/2021
Corrections	323	5734	$39,635.15	N/A	$39,635.15	N/A	N/A	N/A	Title/Grade change: Adm Tech Jail (B.15) to Admin Specialist (B.17)	5/28/2021
Corrections	324	15429	$28,017.60	$30,911.71	$28,659.67	$30,911.71	N/A	$2,252.04	Title/Grade change: Adm Tech Jail (B.15) to Admin Specialist (B.17)	5/28/2021
Corrections	325	13598	$31,828.41	N/A	$31,828.41	N/A	N/A	N/A	Title/Grade change: Adm Tech Jail (B.15) to Admin Specialist (B.17)	5/28/2021
Corrections	326	11772	$37,743.74	N/A	$37,743.75	N/A	N/A	N/A	Title/Grade change: Adm Tech Jail (B.15) to Admin Specialist (B.17)	5/28/2021
Corrections	327	12602	$36,126.19	N/A	$36,126.19	N/A	N/A	N/A	Title/Grade change: Adm Tech Jail (B.15) to Admin Specialist (B.17)	5/28/2021
Corrections	328	15065	$28,858.13	$30,911.71	$28,858.13	$30,911.71	N/A	$2,053.58	Title/Grade change: Adm Tech Jail (B.15) to Admin Specialist (B.17)	5/28/2021
Corrections	329	15289	$28,017.60	$30,911.71	$28,017.60	$30,911.71	N/A	$2,894.11	Title/Grade change: Adm Tech Jail (B.15) to Admin Specialist (B.17)	5/28/2021
Corrections	330	5729	$39,635.15	N/A	$39,635.15	N/A	N/A	N/A	Title/Grade change: Adm Tech Jail (B.15) to Admin Specialist (B.17)	5/28/2021
Corrections	331	12090	$36,126.17	N/A	$36,126.10	N/A	N/A	N/A	Title/Grade change: Adm Tech Jail (B.15) to Admin Specialist (B.17)	5/28/2021
Corrections	333	15422	$28,017.60	$30,911.71	$28,980.96	$30,911.71	N/A	$1,930.75	Title/Grade change: Adm Tech Jail (B.15) to Admin Specialist (B.17)	5/28/2021
Corrections	334	15561	$28,017.60	$30,911.71	$28,017.60	$30,911.71	N/A	$2,894.11	Title/Grade change: Adm Tech Jail (B.15) to Admin Specialist (B.17)	5/28/2021
Corrections	335	Vacant	N/A	N/A	$38,296.42	N/A	N/A	N/A	Title/Grade change: Adm Tech Jail (B.15) to Admin Specialist (B.17)	5/28/2021
Corrections	336	14273	$30,607.08	$30,911.71	$30,607.08	$30,911.71	N/A	$304.63	Title/Grade change: Adm Tech Jail (B.15) to Admin Specialist (B.17)	5/28/2021
Corrections	337	13616	$30,607.08	$30,911.71	$30,607.08	$30,911.71	N/A	$304.63	Title/Grade change: Adm Tech Jail (B.15) to Admin Specialist (B.17)	5/28/2021
Corrections	589	15666	$28,017.60	$30,911.71	$38,807.80	N/A	N/A	N/A	Title/Grade change: Admin Tech (B.15) to Admin Specialist (B.17)	5/28/2021
Corrections	314	14566	$32,473.21	N/A	$32,473.21	N/A	N/A	N/A	Title change: Office Spec Sr Jail to Sr Admin Specialist	5/28/2021
Corrections	588	10593	$37,344.20	N/A	$38,829.44	N/A	N/A	N/A	Title change: Office Spec Sr Jail to Sr Admin Specialist	5/28/2021
Corrections	590	12681	$41,040.23	N/A	$41,040.23	N/A	N/A	N/A	Title change: Office Spec Sr Jail to Sr Admin Specialist	5/28/2021
Corrections	586	14917	$40,815.26	N/A	$40,815.25	N/A	N/A	N/A	Title/Grade change: Office Coord I Jail (B.19) to Coordinator (B.21)	5/28/2021
Corrections	583	10230	$53,961.63	N/A	$53,961.63	N/A	N/A	N/A	Title/Grade change: Office Adm Jail (B.22) to Office Admin (B.25)	5/28/2021
County Clerk	650	13663	$35,485.32	N/A	$35,485.32	N/A	N/A	N/A	Title/Grade change: Dep County Clerk I (B.16) to Deputy County Clerk (B.18)	5/28/2021
County Clerk	658	15517	$33,828.37	N/A	$34,896.75	N/A	N/A	N/A	Title/Grade change: Dep County Clerk I (B.16) to Deputy County Clerk (B.18)	5/28/2021
County Clerk	655	14982	$36,925.82	N/A	$36,925.82	N/A	N/A	N/A	Title/Grade change: Dep County Clerk I (B.16) to Deputy County Clerk (B.18)	5/28/2021
County Clerk	656	14871	$35,995.44	N/A	$35,995.44	N/A	N/A	N/A	Title/Grade change: Dep County Clerk I (B.16) to Deputy County Clerk (B.18)	5/28/2021
County Clerk	651	14641	$35,706.51	N/A	$35,706.51	N/A	N/A	N/A	Title change: Dep County Clerk III to Deputy County Clerk	5/28/2021
County Clerk	657	15359	$37,344.20	N/A	$39,586.56	N/A	N/A	N/A	Title change: Dep County Clerk III to Deputy County Clerk	5/28/2021
County Clerk	659	13187	$51,121.66	N/A	$51,121.66	N/A	N/A	N/A	Title change: Sr Department Coordinator to Division Coordinator	5/28/2021
County Clerk	652	12509	$66,419.08	N/A	$66,419.08	N/A	N/A	N/A	Title/Grade change: Asst Chief Dep Clk (B.26) to Division Supervisor (B.27)	5/28/2021
County Clerk	653	14307	$77,201.28	N/A	$77,201.28	N/A	N/A	N/A	Title/Grade change: Ch Dep Co Clk (B.30) to Chief Deputy County Clerk (B.34)	5/28/2021

Department	PCN	EE ID	Current Annual Salary	*NEW Annual Salary	Current Position Budget	*NEW Position Budget	Reduction to Position Budget	Increase to Position Budget	Change notes	Earliest Oracle Effective Date
County Clerk Archives	661	13417	$36,201.09	N/A	$36,201.09	N/A	N/A	N/A	Title/Grade change: Dep County Clerk I (B.16) to Deputy County Clerk (B.18)	5/28/2021
County Clerk Archives	660	15680	$35,547.20	N/A	$35,843.92	N/A	N/A	N/A	Title/Grade change: Dep County Clerk II (B.17) to Deputy County Clerk (B.18)	5/28/2021
County Clerk Archives	662	13176	$36,643.65	N/A	$36,643.65	N/A	N/A	N/A	Title/Grade change: Dep County Clerk II (B.17) to Deputy County Clerk (B.18)	5/28/2021
County Clerk Archives	663	14486	$36,863.94	N/A	$36,863.94	N/A	N/A	N/A	Title/Grade change: Dep County Clerk II (B.17) to Deputy County Clerk (B.18)	5/28/2021
County Clerk Archives	664	13813	$48,775.11	N/A	$48,775.11	N/A	N/A	N/A	Title change: Archives Coordinator to Division Coordinator	5/28/2021
County Clerk Judicial	668	Vacant	N/A	N/A	$33,126.20	N/A	N/A	N/A	Title/Grade change: Dep County Clerk I (B.16) to Deputy County Clerk (B.18)	5/28/2021
County Clerk Judicial	672	14139	$35,202.98	N/A	$35,202.98	N/A	N/A	N/A	Title/Grade change: Dep County Clerk I (B.16) to Deputy County Clerk (B.18)	5/28/2021
County Clerk Judicial	676	13418	$37,251.24	N/A	$37,251.24	N/A	N/A	N/A	Title/Grade change: Dep County Clerk I (B.16) to Deputy County Clerk (B.18)	5/28/2021
County Clerk Judicial	677	15681	$33,500.00	N/A	$33,500.00	N/A	N/A	N/A	Title/Grade change: Dep County Clerk I (B.16) to Deputy County Clerk (B.18)	5/28/2021
County Clerk Judicial	678	13692	$35,470.53	N/A	$35,470.53	N/A	N/A	N/A	Title/Grade change: Dep County Clerk I (B.16) to Deputy County Clerk (B.18)	5/28/2021
County Clerk Judicial	680	14257	$34,457.55	N/A	$34,457.55	N/A	N/A	N/A	Title/Grade change: Dep County Clerk I (B.16) to Deputy County Clerk (B.18)	5/28/2021
County Clerk Judicial	669	10144	$41,925.58	N/A	$41,925.58	N/A	N/A	N/A	Title/Grade change: Dep County Clerk II (B.17) to Deputy County Clerk (B.18)	5/28/2021
County Clerk Judicial	670	5822	$42,336.69	N/A	$42,336.70	N/A	N/A	N/A	Title/Grade change: Dep County Clerk II (B.17) to Deputy County Clerk (B.18)	5/28/2021
County Clerk Judicial	671	13175	$38,376.35	N/A	$38,376.35	N/A	N/A	N/A	Title/Grade change: Dep County Clerk II (B.17) to Deputy County Clerk (B.18)	5/28/2021
County Clerk Judicial	674	15279	$34,674.99	N/A	$34,679.99	N/A	N/A	N/A	Title/Grade change: Dep County Clerk II (B.17) to Deputy County Clerk (B.18)	5/28/2021
County Clerk Judicial	679	12983	$38,729.39	N/A	$38,729.39	N/A	N/A	N/A	Title/Grade change: Dep County Clerk II (B.17) to Deputy County Clerk (B.18)	5/28/2021
County Clerk Judicial	682	10402	$42,743.67	N/A	$42,743.67	N/A	N/A	N/A	Title change: Collections Coord to Deputy County Clerk	5/28/2021
County Clerk Judicial	683	11304	$46,028.51	N/A	$46,028.51	N/A	N/A	N/A	Grade change: B.18 to B.21	5/28/2021
County Clerk Judicial	685	11529	$43,336.47	N/A	$43,336.47	N/A	N/A	N/A	Title/Grade change: Dep County Clk (B.18) to Financial Specialist (B.23)	5/28/2021
County Clerk Judicial	667	15523	$37,336.00	N/A	$47,035.06	N/A	N/A	N/A	Title change: Dep County Clerk III to Deputy County Clerk	5/28/2021
County Clerk Judicial	675	12075	$43,825.31	N/A	$43,825.30	N/A	N/A	N/A	Title change: Dep County Clerk III to Deputy County Clerk	5/28/2021
County Clerk Judicial	681	14782	$39,032.34	N/A	$39,032.34	N/A	N/A	N/A	Title change: Dep County Clerk III to Deputy County Clerk	5/28/2021
County Clerk Judicial	673	10529	$55,477.80	N/A	$55,477.80	N/A	N/A	N/A	Title/Grade change: Assistant Chief Dep I (B.24) to Assistant Supervisor (B.25)	5/28/2021
County Clerk Judicial	1904	14492	$43,673.14	$45,886.76	$43,673.14	$45,886.76	N/A	$2,213.62	Title/Grade change: Assistant Chief Dep I (B.24) to Assistant Supervisor (B.25)	5/28/2021
County Clerk Judicial	665	4347	$68,702.66	N/A	$68,702.66	N/A	N/A	N/A	Title/Grade change: Asst Ch Dep Jud (B.26) to Division Supervisor (B.27)	5/28/2021
County Clerk Judicial	666	12201	$64,794.08	N/A	$64,794.08	N/A	N/A	N/A	Title/Grade change: Asst Ch Dep Jud (B.26) to Division Supervisor (B.27)	5/28/2021
County Clerk Records	691	13436	$35,477.37	N/A	$35,477.37	N/A	N/A	N/A	Title/Grade change: Dep County Clerk I (B.16) to Deputy County Clerk (B.18)	5/28/2021
County Clerk Records	694	14308	$37,011.27	N/A	$37,011.27	N/A	N/A	N/A	Title/Grade change: Dep County Clerk I (B.16) to Deputy County Clerk (B.18)	5/28/2021
County Clerk Records	686	13913	$38,764.77	N/A	$38,764.77	N/A	N/A	N/A	Title/Grade change: Dep County Clerk II (B.17) to Deputy County Clerk (B.18)	5/28/2021
County Clerk Records	690	11921	$39,328.70	N/A	$39,328.71	N/A	N/A	N/A	Title/Grade change: Dep County Clerk II (B.17) to Deputy County Clerk (B.18)	5/28/2021
County Clerk Records	692	15308	$33,500.00	N/A	$33,500.00	N/A	N/A	N/A	Title/Grade change: Dep County Clerk II (B.17) to Deputy County Clerk (B.18)	5/28/2021
County Clerk Records	684	11403	$42,515.97	N/A	$42,515.97	N/A	N/A	N/A	Title change: Deputy County Clerk III to Deputy County Clerk	5/28/2021
County Clerk Records	693	15197	$39,102.79	N/A	$39,102.79	N/A	N/A	N/A	Title change: Deputy County Clerk III to Deputy County Clerk	5/28/2021
County Clerk Records	689	14525	$42,000.00	$45,886.76	$42,000.00	$45,886.76	N/A	$3,886.76	Title/Grade change: Office Administrator (B.22) to Assistant Supervisor (B.25)	5/28/2021
County Clerk Records	695	11262	$49,513.05	N/A	$49,513.05	N/A	N/A	N/A	Title/Grade change: Quality Control Spec (B.22) to Assistant Supervisor (B.25)	5/28/2021
District Clerk	746	13878	$41,380.81	N/A	$41,380.81	N/A	N/A	N/A	Grade change: B.17 to B.18	5/28/2021
District Clerk	747	14560	$36,223.89	N/A	$36,223.88	N/A	N/A	N/A	Grade change: B.17 to B.18	5/28/2021
District Clerk	748	15642	$34,548.47	N/A	$36,899.12	N/A	N/A	N/A	Grade change: B.17 to B.18	5/28/2021
District Clerk	749	14895	$36,614.93	N/A	$36,614.92	N/A	N/A	N/A	Grade change: B.17 to B.18	5/28/2021
District Clerk	750	14493	$35,125.31	N/A	$35,125.31	N/A	N/A	N/A	Grade change: B.17 to B.18	5/28/2021
District Clerk	751	Vacant	N/A	N/A	$35,722.05	N/A	N/A	N/A	Grade change: B.17 to B.18	5/28/2021
District Clerk	754	13694	$37,283.11	N/A	$37,283.11	N/A	N/A	N/A	Grade change: B.17 to B.18	5/28/2021
District Clerk	755	15649	$35,125.31	N/A	$35,722.13	N/A	N/A	N/A	Grade change: B.17 to B.18	5/28/2021
District Clerk	756	15663	$35,547.20	N/A	$37,104.26	N/A	N/A	N/A	Grade change: B.17 to B.18	5/28/2021
District Clerk	757	14607	$36,899.12	N/A	$36,899.12	N/A	N/A	N/A	Grade change: B.17 to B.18	5/28/2021
District Clerk	758	10226	$42,131.15	N/A	$42,131.15	N/A	N/A	N/A	Grade change: B.17 to B.18	5/28/2021
District Clerk	1192	14037	$37,104.27	N/A	$39,725.92	N/A	N/A	N/A	Grade change: B.17 to B.18	5/28/2021
District Clerk	1798	11476	$39,733.26	N/A	$39,733.26	N/A	N/A	N/A	Grade change: B.17 to B.18	5/28/2021
District Clerk	1800	14723	$35,125.31	N/A	$35,125.30	N/A	N/A	N/A	Grade change: B.17 to B.18	5/28/2021
District Clerk	1851	15644	$34,925.51	N/A	$34,925.50	N/A	N/A	N/A	Grade change: B.17 to B.18	5/28/2021
District Clerk	1852	15645	$34,925.51	N/A	$34,925.50	N/A	N/A	N/A	Grade change: B.17 to B.18	5/28/2021
District Clerk	1799	14462	$37,788.52	N/A	$37,788.52	N/A	N/A	N/A	Grade change: B.18 to B.19	5/28/2021
District Clerk	737	11474	$44,047.02	N/A	$44,047.02	N/A	N/A	N/A	Title/Grade change: Ct Spec Dist Clk (B.18) to Court Specialist (B.19)	5/28/2021
District Clerk	738	11497	$42,348.84	N/A	$42,348.84	N/A	N/A	N/A	Title/Grade change: Ct Spec Dist Clk (B.18) to Court Specialist (B.19)	5/28/2021
District Clerk	739	12351	$41,305.08	N/A	$41,305.08	N/A	N/A	N/A	Title change: Ct Spec Dist Clk to Deputy District Clerk	5/28/2021
District Clerk	740	11460	$40,302.08	N/A	$40,302.08	N/A	N/A	N/A	Title/Grade change: Ct Spec Dist Clk (B.18) to Court Specialist (B.19)	5/28/2021
District Clerk	741	13690	$38,209.93	N/A	$38,209.93	N/A	N/A	N/A	Title/Grade change: Ct Spec Dist Clk (B.18) to Court Specialist Lead (B.21)	5/28/2021
District Clerk	742	12100	$40,520.42	N/A	$40,520.42	N/A	N/A	N/A	Title/Grade change: Ct Spec Dist Clk (B.18) to Court Specialist (B.19)	5/28/2021
District Clerk	744	14305	$37,788.52	N/A	$39,147.47	N/A	N/A	N/A	Title/Grade change: Ct Spec Dist Clk (B.18) to Court Specialist (B.19)	5/28/2021
District Clerk	752	13274	$42,077.24	N/A	$42,077.24	N/A	N/A	N/A	Title/Grade change: Ct Spec Dist Clk (B.18) to Court Specialist Lead (B.21)	5/28/2021
District Clerk	753	11165	$45,387.66	N/A	$45,387.66	N/A	N/A	N/A	Title/Grade change: Supervisor Clk AG (B.19) to Court Specialist Lead (B.21)	5/28/2021
District Clerk	733	10751	$48,827.08	N/A	$48,827.09	N/A	N/A	N/A	Grade change: B.20 to B.21	5/28/2021
District Clerk	745	15057	$41,218.05	$41,581.50	$41,665.79	N/A	N/A	N/A	Title/Grade change: Ct Spec Sr Dist Clk (B.20) to Financial Specialist (B.23)	5/28/2021
District Clerk	743	10891	$53,762.67	N/A	$53,762.67	N/A	N/A	N/A	Title/Grade change: Dep Dis Clerk Coord (B.20) to Court Specialist Lead (B.21)	5/28/2021
District Clerk	734	4508	$69,932.20	N/A	$69,932.20	N/A	N/A	N/A	Title/Grade change: Asst Ch Dep D C (B.26) to Assistant Chief Deputy (B.27)	5/28/2021
District Clerk	735	10978	$67,426.06	N/A	$67,426.06	N/A	N/A	N/A	Title/Grade change: Asst Ch Dep D C (B.26) to Assistant Chief Deputy (B.27)	5/28/2021
District Clerk	736	3493	$81,064.62	N/A	$81,064.62	N/A	N/A	N/A	Title/Grade change: Ch Dep Dist Clk (B.30) to Chied Deputy District Clerk (B.34)	5/28/2021
Records Tech Dist Clerk	9932	10140	$23,524.80	$23,602.32	$23,524.80	$23,602.32	N/A	$77.52	Title/Grade change: PT Archive Clerk (B.17) to PT Deputy District Clerk (B.18)	5/28/2021

Department	PCN	EE ID	Current Annual Salary	*NEW Annual Salary	Current Position Budget	*NEW Position Budget	Reduction to Position Budget	Increase to Position Budget	Change notes	Earliest Oracle Effective Date
Magistrate Office	185	13352	$108,114.76	$122,943.01	$108,114.76	$122,943.01	N/A	$14,828.25	Title/Grade change: Associate Judge (B.40) to Senior Associate Judge (B.45)	5/28/2021
Magistrate Office	188	14822	$99,652.54	$117,088.72	$99,652.54	$117,088.72	N/A	$17,436.18	Grade change: B.40 to B.44	5/28/2021
Magistrate Office	1668	14269	$100,615.84	$117,088.72	$100,615.84	$117,088.72	N/A	$16,472.88	Grade change: B.40 to B.44	5/28/2021
Magistrate Office	1792	14074	$103,070.24	$117,088.72	$103,070.24	$117,088.72	N/A	$14,018.48	Grade change: B.40 to B.44	5/28/2021
Sheriff's Office	1225	Vacant	N/A	N/A	$30,601.19	$32,473.21	N/A	$1,872.02	Title/Grade change: Adm Tech SO (B.15) to Sr Administrative Spec (B.18)	5/28/2021
Sheriff's Office	1226	12010	$37,017.86	N/A	$37,017.86	N/A	N/A	N/A	Title/Grade change: Adm Tech SO (B.15) to Sr Administrative Spec (B.18)	5/28/2021
Sheriff's Office	1227	15340	$29,411.20	$32,473.21	$29,411.20	$32,473.21	N/A	$3,062.01	Title/Grade change: Adm Tech SO (B.15) to Sr Administrative Spec (B.18)	5/28/2021
Sheriff's Office	1229	4631	$40,561.54	N/A	$40,561.54	N/A	N/A	N/A	Title/Grade change: Adm Tech SO (B.15) to Sr Administrative Spec (B.18)	5/28/2021
Sheriff's Office	1230	15698	$28,017.60	$30,911.71	$28,012.28	$30,911.71	N/A	$2,899.43	Title/Grade change: Adm Tech SO (B.15) to Administrative Spec (B.17)	5/28/2021
Sheriff's Office	1231	12057	$40,561.54	N/A	$40,561.54	N/A	N/A	N/A	Title/Grade change: Adm Tech SO (B.15) to Administrative Spec (B.17)	5/28/2021
Sheriff's Office	1232	5248	$40,561.54	N/A	$40,561.54	N/A	N/A	N/A	Title/Grade change: Adm Tech SO (B.15) to Administrative Spec (B.17)	5/28/2021
Sheriff's Office	1233	14823	$28,572.52	$32,473.21	$28,572.52	$32,473.21	N/A	$3,900.69	Title/Grade change: Adm Tech SO (B.15) to Sr Administrative Spec (B.18)	5/28/2021
Sheriff's Office	1234	13902	$30,609.97	$32,473.21	$30,609.97	$32,473.21	N/A	$1,863.24	Title/Grade change: Adm Tech SO (B.15) to Sr Administrative Spec (B.18)	5/28/2021
Sheriff's Office	1236	12769	$35,090.68	N/A	$35,090.69	N/A	N/A	N/A	Title/Grade change: Adm Tech SO (B.15) to Sr Administrative Spec (B.18)	5/28/2021
Sheriff's Office	9924	15291	$14,006.14	$15,513.84	$14,006.14	$15,513.84	N/A	$1,507.70	Title/Grade change: PT Admin Tech (B.15) to PT Administrative Spec (B.17)	5/28/2021
Sheriff's Office	1224	13198	$36,761.80	N/A	$36,761.79	N/A	N/A	N/A	Title/Grade change: Adm Spec SO (B.16) to Administrative Spec (B.17)	5/28/2021
Sheriff's Office	1237	15518	$30,911.71	$34,126.47	$30,911.72	$34,126.47	N/A	$3,214.75	Title/Grade change: Animal Control Spec (B.17) to Animal Control Officer (B.19)	5/28/2021
Sheriff's Office	1238	Vacant	N/A	N/A	$30,911.72	$34,126.47	N/A	$3,214.75	Title/Grade change: Animal Control Spec (B.17) to Animal Control Officer (B.19)	5/28/2021
Sheriff's Office	1240	15107	$30,908.80	$34,126.47	$30,908.80	$34,126.47	N/A	$3,217.67	Title/Grade change: Animal Control Spec (B.17) to Animal Control Officer (B.19)	5/28/2021
Sheriff's Office	1241	15504	$30,911.71	$34,126.47	$30,911.72	$34,126.47	N/A	$3,214.75	Title/Grade change: Animal Control Spec (B.17) to Animal Control Officer (B.19)	5/28/2021
Sheriff's Office	1391	15381	$37,336.00	N/A	$37,336.00	N/A	N/A	N/A	Title change: Office Spec Sr OPC to Sr Administrative Spec	5/28/2021
Sheriff's Office	1390	13903	$34,798.67	N/A	$34,798.67	N/A	N/A	N/A	Title change: Office Spec Sr SO to Sr Administrative Spec	5/28/2021
Sheriff's Office	1393	12849	$41,085.55	N/A	$41,085.55	N/A	N/A	N/A	Title change: Office Spec Sr SO to Sr Administrative Spec	5/28/2021
Sheriff's Office	1394	12422	$44,616.69	N/A	$44,616.69	N/A	N/A	N/A	Title/Grade change: Office Spec Sr SO (B.18) to Coordinator (B.21)	5/28/2021
Sheriff's Office	1395	14473	$32,473.21	N/A	$32,473.21	N/A	N/A	N/A	Title change: Office Spec Sr SO to Sr Administrative Spec	5/28/2021
Sheriff's Office	1397	14422	$37,620.92	N/A	$37,620.92	N/A	N/A	N/A	Title change: Office Spec Sr SO to Sr Administrative Spec	5/28/2021
Sheriff's Office	68	14435	$37,259.19	N/A	$37,259.19	N/A	N/A	N/A	Title change: Office Specialist SR to Sr Administrative Spec	5/28/2021
Sheriff's Office	1424	15639	$43,284.80	N/A	$43,284.80	N/A	N/A	N/A	Title/Grade change: Victim Asst Caseworker (B.21) to Victim Asst Coord (B.23)	5/28/2021
Sheriff's Office	1388	10761	$56,163.37	N/A	$56,163.37	N/A	N/A	N/A	Title/Grade change: Office Adm SO (B.22) to SO Supervisor (B.23)	5/28/2021
Sheriff's Office	1392	13364	$44,831.57	$45,886.76	$44,831.57	$45,886.76	N/A	$1,055.19	Title/Grade change: Office Admin SO (B.22) to Office Administrator (B.25)	5/28/2021
Sheriff's Office	1387	Vacant	N/A	N/A	$51,072.20	N/A	N/A	N/A	Title change: Office Adm SO to SO Supervisor	5/28/2021
Sheriff's Office	1419	14354	$56,789.20	N/A	$56,789.20	N/A	N/A	N/A	Title change: Office Coordinator SR to Senior Coordinator	5/28/2021
Sheriff's Office	1389	12597	$52,769.86	N/A	$56,820.55	N/A	N/A	N/A	Title/Grade change: Sr Office Adm SO (B.25) to Executive Assistant (B.26)	5/28/2021
Sheriff's Office	1425	14705	$52,693.42	N/A	$52,693.42	N/A	N/A	N/A	Title/Grade change: Victim Asst Dir SO (B.26) to Chief Victim Asst Coord (B.25)	5/28/2021
Sheriff's Office	1421	14251	$98,787.26	N/A	$98,787.26	N/A	N/A	N/A	Title/Grade change: Admin Services Mgr (B.33) to Admin Services Dir (B.34)	5/28/2021
Tax Assessor/Collector	1468	12088	$35,809.01	N/A	$35,809.01	N/A	N/A	N/A	Title/Grade change: Tax Accounting Spec 1 (B.18) to Tax Accounting Spec (B.19)	5/28/2021
Tax Assessor/Collector	1428	14182	$35,305.48	N/A	$35,305.48	N/A	N/A	N/A	Title/Grade change: Tax Accounting Spec 1 (B.18) to Tax Accounting Spec (B.19)	5/28/2021
Tax Assessor/Collector	1436	3588	$40,251.68	N/A	$40,251.69	N/A	N/A	N/A	Title/Grade change: Tax Accounting Spec 1 (B.18) to Tax Accounting Spec (B.19)	5/28/2021
Tax Assessor/Collector	1464	14412	$34,613.20	N/A	$34,613.20	N/A	N/A	N/A	Title/Grade change: Tax Accounting Spec 1 (B.18) to Tax Accounting Spec (B.19)	5/28/2021
Tax Assessor/Collector	1431	13870	$34,956.42	$37,650.97	$34,956.42	$37,650.97	N/A	$2,694.55	Title/Grade change: Tax Specialist I (B.18) to Senior Tax Specialist (B.21)	5/28/2021
Tax Assessor/Collector	1461	11627	$43,663.28	N/A	$43,663.27	N/A	N/A	N/A	Title/Grade change: Office Spec Sr Aut (B.19) to Quality Control Specialist (B.21)	5/28/2021
Tax Assessor/Collector	1447	12396	$46,328.55	N/A	$46,328.55	N/A	N/A	N/A	Title/Grade change: Accounting Spec SR (B.20) to Sr Accounting Spec (B.23)	5/28/2021
Tax Assessor/Collector	1443	13338	$38,000.00	$39,554.05	$39,201.43	$39,554.05	N/A	$352.62	Title/Grade change: Asst Mgr (B.21) to Assistant Tax Manager (B.22)	5/28/2021
Tax Assessor/Collector	1444	12700	$41,864.60	N/A	$41,864.60	N/A	N/A	N/A	Title/Grade change: Asst Mgr (B.21) to Assistant Tax Manager (B.22)	5/28/2021
Tax Assessor/Collector	1454	10242	$49,410.73	N/A	$49,410.74	N/A	N/A	N/A	Title/Grade change: MV Ofc Asst Mgr (B.21) to Assistant Tax Manager (B.22)	5/28/2021
Tax Assessor/Collector	1456	3491	$49,410.73	N/A	$49,410.74	N/A	N/A	N/A	Title/Grade change: MV Ofc Asst Mgr (B.21) to Assistant Tax Manager (B.22)	5/28/2021
Tax Assessor/Collector	1467	11521	$49,859.49	N/A	$49,859.49	N/A	N/A	N/A	Title/Grade change: Senior Tax Specialist (B.21) to Assistant Tax Manager (B.22)	5/28/2021
Tax Assessor/Collector	1471	11319	$50,011.26	N/A	$50,011.26	N/A	N/A	N/A	Grade change: B.22 to B.23	5/28/2021
Tax Assessor/Collector	1457	12181	$48,246.85	N/A	$48,246.84	N/A	N/A	N/A	Title/Grade change: Office Adm Tax (B.22) to Office Administrator (B.25)	5/28/2021
Tax Assessor/Collector	1458	13504	$47,761.74	N/A	$47,761.74	N/A	N/A	N/A	Title/Grade change: Ofc Manager TaxSub (B.22) to Motor Vehicle Mgr (B.24)	5/28/2021
Tax Assessor/Collector	1459	4161	$53,043.12	N/A	$53,043.12	N/A	N/A	N/A	Title/Grade change: Ofc Manager TaxSub (B.22) to Motor Vehicle Mgr (B.24)	5/28/2021
Tax Assessor/Collector	1460	3374	$57,364.84	N/A	$57,364.84	N/A	N/A	N/A	Title/Grade change: Ofc Manager TaxSub (B.22) to Motor Vehicle Mgr (B.24)	5/28/2021
Tax Assessor/Collector	1455	4246	$53,559.22	N/A	$53,559.22	N/A	N/A	N/A	Title/Grade change: Tax Annex Mgr (B.22) to Motor Vehicle Mgr (B.24)	5/28/2021
Tax Assessor/Collector	1426	3745	$69,932.20	N/A	$69,932.20	N/A	N/A	N/A	Grade change: B.26 to B.27	5/28/2021
Tax Assessor/Collector	1465	4548	$62,128.30	N/A	$62,128.30	N/A	N/A	N/A	Grade change: B.26 to B.27	5/28/2021
Tax Assessor/Collector	1432	2338	$85,186.14	N/A	$85,186.14	N/A	N/A	N/A	Title Change: Sr Dir of Motor Vehicles to Motor Vehicle Director	5/28/2021
Tax Assessor/Collector	1433	14169	$86,993.66	N/A	$86,993.66	N/A	N/A	N/A	Grade change: B.34 to B.35	5/28/2021
Wilco Pretrial Services	180	Vacant	N/A	N/A	$35,000.00	N/A	N/A	N/A	Title/Grade change: Admin Specialist (B.17) to Court Services Specialist (B.19)	5/28/2021
Wilco Pretrial Services	181	15115	$36,969.09	N/A	$36,969.09	N/A	N/A	N/A	Title/Grade change: Admin Specialist (B.17) to Court Services Specialist (B.19)	5/28/2021
Wilco Pretrial Services	1706	Vacant	N/A	N/A	$35,000.00	N/A	N/A	N/A	Title/Grade change: Admin Specialist (B.17) to Court Services Specialist (B.19)	5/28/2021

*Amounts may vary slightly due to Oracle rounding

Commissioners Court - Regular Session **11.**

Meeting Date: 05/18/2021

Compensation Items

Submitted By: Kayla Marek, Human Resources

Department: Human Resources

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving compensation changes, position titles changes, position grade changes and any corresponding line item transfers.

Background

See attached documentation for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Merit Report

Merit LIT

Form Review

Inbox	Reviewed By	Date
Human Resources (Originator)	Rebecca Clemons	05/13/2021 08:32 AM
County Judge Exec Asst.	Andrea Schiele	05/13/2021 09:26 AM
Form Started By: Kayla Marek		Started On: 05/12/2021 02:44 PM
Final Approval Date: 05/13/2021		

Department	Position	Emp Num	Current Annual Salary	Merit%	Lumpsum Merit	Pay Proposal Reason	Effective Date of Change
Building Maintenance	General Maint Tech I.1920.001100.	15495	$35,720.53	1.00%	$357.21	MERIT	28-May-21

				(TO)	(FROM)
entity	fund	dept	object	dr	cr
01	0100	0509	001100	357.21	
01	0100	0509	001130		357.21

Commissioners Court - Regular Session **12.**

Meeting Date: 05/18/2021

Donation from the Georgetown Sertoma Club

Submitted For: Larry Gaddes **Submitted By:** Judy Kocian, County Tax Assessor Collector

Department: County Tax Assessor Collector

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the donation from the Georgetown Sertoma Club and Williamson County for the use of one Portable Info Loop system to the Tax Assessor/Collector's office.

Background

The Portable Info Loop system was presented to the Georgetown Tax Office by Jim Wilson and Karen Block, Speech & Hearing co-chairs for the Georgetown Sertoma club. The system assists customers who are hard of hearing and is compatible with all telecoil-equipped hearing aids, cochlear implants, and induction loop receivers. No cost is involved in this donation to the Tax Assessor/Collector's office.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	05/10/2021 09:51 AM
Form Started By: Judy Kocian		Started On: 05/07/2021 10:00 AM
Final Approval Date: 05/10/2021		

Commissioners Court - Regular Session **13.**

Meeting Date: 05/18/2021

Donation to the Community Liaison Div. for County Sheriff

Submitted For: Mike Gleason **Submitted By:** Starla Hall, Sheriff

Department: Sheriff

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on accepting a donation in the amount of $56.00 to the Williamson County Sheriff's Office Community Liaison Division pursuant to Tex. Loc. Gov't Code 81.032.

Background

On Tuesday, May 11, 2021, Williamson County Sheriff's Office Community Liaison Division received $56.00 in cash donations during the Junior Deputy Academy registration event at Headquarters. This donation will be used during the Junior Deputy Academy in June & July.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	05/12/2021 03:54 PM
Form Started By: Starla Hall		Started On: 05/11/2021 02:39 PM
Final Approval Date: 05/12/2021		

Commissioners Court - Regular Session **14.**

Meeting Date: 05/18/2021

Justice of the Peace 3 APRIL 2021 Monthly Report

Submitted For: Evelyn McLean **Submitted By:** Mary Alcala, J.P. Pct. #3

Department: J.P. Pct. #3

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 3, April 2021 Monthly Report in compliance with Code of Criminal Procedure § 103.005.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

April 2021 - CCP 103

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	05/13/2021 10:03 AM
Form Started By: Mary Alcala		Started On: 05/13/2021 09:50 AM
Final Approval Date: 05/13/2021		

IN COMPLIANCE WITH ARTICLE 103
CODE OF CRIMINAL PROCEDURE

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

Before me, the undersigned authority, on this day personally appeared Evelyn McLean, Justice of the Peace, Precinct 3, Williamson County, who, on her oath, stated that the attached report of money collected is a true and correct report for the month of April, 2021.

JUSTICE COURT PRECINCT 3 WILLIAMSON COUNTY, TEXAS

EVELYN McLEAN
JUSTICE OF THE PEACE
PRECINCT THREE

On this 10th day of May 2021, to certify which witness my hand and seal of office.

NOTARY PUBLIC STATE OF TEXAS
P. KAMMERER
Notary Public, State of Texas
Comm. Expires 09-11-2023
Notary ID 132168296

NOTARY PUBLIC
in and for the State of Texas

Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Transaction Date: **04/01/2021 - 04/30/2021** Case Categories: **Criminal**
Locations: **JP3**

Payment Type: **Cash Bond Deposit; E-Filing Payment; ...**

G/L Account	G/L Account Number	Fee Totals
0100 - General Fund		
01-0100-0000-207013 - Due to City of Jarrell	L-004-3-01-0100-0000-207013: 01-0100-0000-207013 - Due to City of Jarrell	20.00
01-0100-0000-207017 - Collections Agency Fee	L-004-3-01-0100-0000-207017: 01-0100-0000-207017 - Collections Agency Fee	7,812.03
01-0100-0000-209600 - FINES DUE TO TX PARKS WILDLIFE	L-004-3-01-0100-0000-209600: 01-0100-0000-209600 - FINES DUE TO TX PARKS WILDLIFE	2,457.35
01-0100-0000-209700 - JP COURTS-REFUNDS	L-004-3-01-0100-0000-209700: 01-0100-0000-209700 - JP COURTS-REFUNDS	2.00
01-0100-0000-341200 - Sheriff Fees (WILCO)	L-004-3-01-0100-0000-341200: 01-0100-0000-341200 - Sheriff Fees (WILCO)	501.15
01-0100-0000-341803 - FEES OF OFFICE, JP PCT-3	L-004-3-01-0100-0000-341803: 01-0100-0000-341803 - FEES OF OFFICE, JP PCT #3	1,770.86
01-0100-0000-341913 - CRIMINAL FEES/OFFICE, CONST 3	L-004-3-01-0100-0000-341913: 01-0100-0000-341913 - Fees of Office, Crim. Const PCT #3	3,116.07
01-0100-0000-351303 - FINES, JP PCT-3	L-004-3-01-0100-0000-351303: 01-0100-0000-351303 - FINES, JP PCT #3	108,200.41
01-0100-0453-004002 - JP3 Juror Payments	L-004-3-01-0100-0453-004002: 01-0100-0453-004002 - JP3 Juror Payments	43.85
	0100 - General Fund Total:	**123,923.72**
0361 - JP Security Fund		
01-0361-0000-341153 - JP 3 SECURITY FEES	L-004-3-01-0361-0000-341153: 01-0361-0000-341153 - JP 3 SECURITY FEES	592.03
	0361 - JP Security Fund Total:	**592.03**
0365 - Child Safety Fund		
01-0365-0000-341161 - JP CHILD SAFETY FEE	L-004-3-01-0365-0000-341161: 01-0365-0000-341161 - JP CHILD SAFETY FEE	25.00
	0365 - Child Safety Fund Total:	**25.00**
0367 - JP-3 Truancy Program Fund		
01-0367-0000-370000 - JP-3 Truancy Program Fees	L-004-3-01-0367-0000-370000: 01-0367-0000-370000 - JP-3 Truancy Program Fee	720.05
	0367 - JP-3 Truancy Program Fund Total:	**720.05**
0372 - Justice Court Technology Fund		
01-0372-0000-341143 - JP 3 TECHNOLOGY FEES	L-004-3-01-0372-0000-341143: 01-0372-0000-341143 - JP #3 TECHNOLOGY FEES	591.99
	0372 - Justice Court Technology Fund Total:	**591.99**

Payment Report - G/L and Fund Summary

Transaction Date: **04/01/2021 - 04/30/2021** Case Categories: **Criminal**
Locations: **JP3**

Payment Type: **Cash Bond Deposit; E-Filing Payment; ...**

G/L Account	G/L Account Number	Fee Totals
0399 - State Agency Fund		
01-0399-0000-208033 - JP 3 Truancy Prev/Diversion - State	L-004-3-01-0399-0000-208033: 01-0399-0000-208033 - JP 3 Truancy Prev/Diversion - State	250.64
01-0399-0000-208160 - CCC FEES DUE TO STATE COMP	L-004-3-01-0399-0000-208160: 01-0399-0000-208160 - Consolidated Court Costs	5,720.47
01-0399-0000-208235 - JURY SERVICE FEES DUE TO STATE	L-004-3-01-0399-0000-208235: 01-0399-0000-208235 - Jury Service Fee	572.05
01-0399-0000-208352 - CRIMINAL JUDICIAL SUPPORT DUE	L-004-3-01-0399-0000-208352: 01-0399-0000-208352 - Support of the Judiciary Fund	856.12
01-0399-0000-208400 - DPS ARREST FEES DUE TO STATE	L-004-3-01-0399-0000-208400: 01-0399-0000-208400 - Texas Highway Patrol Arrest Fees	737.33
01-0399-0000-208415 - MOVING VIOLATION FEE DUE TO ST	L-004-3-01-0399-0000-208415: 01-0399-0000-208415 - Moving Violation Fee Due to State	7.83
01-0399-0000-208425 - ST TRAFFIC FEES DUE TO STATE	L-004-3-01-0399-0000-208425: 01-0399-0000-208425 - State Traffic Fee	1,922.98
01-0399-0000-208703 - INDIGENT DEF FEES - DUE TO ST	L-004-3-01-0399-0000-208703: 01-0399-0000-208703 - Indigent Defense Fee	284.03
01-0399-0000-208720 - SEATBELT FINES	L-004-3-01-0399-0000-208720: 01-0399-0000-208720 - Seatbelt Fines	459.45
01-0399-0000-208750 - TLFTA FEES DUE TO STATE COMP	L-004-3-01-0399-0000-208750: 01-0399-0000-208750 - Traffic Law Failure To Appear	2,089.65
01-0399-0000-208850 - WEIGHT VIOLATION FINES DUE TO	L-004-3-01-0399-0000-208850: 01-0399-0000-208850 - Weight Violation Fines	7,105.00
01-0399-0000-208860 - TIME PYMT FEES DUE TO STATE	L-004-3-01-0399-0000-208860: 01-0399-0000-208860 - Time Payment	334.68
	0399 - State Agency Fund Total:	**20,340.23**
JP BOND		
01-0100-0000-207020 - JP3 Bond Liability Account	L-004-3-02-00002: JP3 Registry Bond Account Liability	300.00
	JP BOND Total:	**300.00**
	Fee Totals for All Funds:	**146,493.02**

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Transaction Date: **04/01/2021 - 04/30/2021** Case Categories: **Criminal**
Locations: **JP3**

Payment Type: **Cash Bond Deposit; E-Filing Payment; ...**

Fee Code Summary

Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
AFCA3	Arrest/Service Fee - Const. Pct. 3	5.00	1	0.00	0	0.00	0	5.00	1
AFDPS	Arrest Fee - DPS (CCP 102.011)	426.87	104	0.00	0	0.00	0	426.87	104
AFJP	Arrest Fee - Jarrell Police Department (CCP 102.011)	20.00	4	0.00	0	0.00	0	20.00	4
AFSO	Arrest Fee - Sheriff's Office (CCP 102.011)	283.20	66	0.00	0	0.00	0	283.20	66
CB	Cash Bond	300.00	1	0.00	0	0.00	0	300.00	1
CCC	Consolidated Court Costs [Loc. Gov't Code, 133.102]	5,720.47	170	0.00	0	0.00	0	5,720.47	170
CFINE	County Fine	108,200.41	840	0.00	0	0.00	0	108,200.41	840
CHS	Courthouse Security Fee (CCP 102.017)	444.09	175	0.00	0	0.00	0	444.09	175
CHSJC	JP Security Fee (CCP 102.017)	147.94	175	0.00	0	0.00	0	147.94	175
CJS	Criminal Judicial Support Fee (LGC 103.105)	2.40	4	0.00	0	0.00	0	2.40	4
COLLFEE	Collection Agency Fee	7,812.03	120	0.00	0	0.00	0	7,812.03	120
COPY	Copies	1.00	1	0.00	0	0.00	0	1.00	1
CRFEEOVER	Criminal Overpayment Fee	2.00	1	0.00	0	0.00	0	2.00	1
CSSF	Child Safety School Fee (CCP 102.014(c))	25.00	1	0.00	0	0.00	0	25.00	1
DDF	Deferred Disposition Fee	1,554.00	45	0.00	0	0.00	0	1,554.00	45
DSC	Driver's Safety Course Fee (CCP 45.0511(f1))	3.05	1	0.00	0	0.00	0	3.05	1
FNTC1	Child Safety Seat Fine Trauma Center	459.45	7	0.00	0	0.00	0	459.45	7
IDF	Indigent Defense Fee (LGC 133.107)	284.03	169	0.00	0	0.00	0	284.03	169
JCTF	Justice Court Technology Fee (CCP 102.0173)	591.99	175	0.00	0	0.00	0	591.99	175
JF	Jury Fee	0.15	1	0.00	0	0.00	0	0.15	1
JFR	Jury Reimbursement Fee (CCP 102.0045)	572.05	170	0.00	0	0.00	0	572.05	170
JFTA	Jury Failure To Appear	43.85	1	0.00	0	0.00	0	43.85	1
JS	Jury Summons Fee	0.27	1	0.00	0	0.00	0	0.27	1
JTP	Juvenile Truancy Program (CCP 102.0174)	720.05	171	0.00	0	0.00	0	720.05	171
JTPDC	Juvenile Truancy Prev/Diversion Due to County (CCP 102.015)	125.32	151	0.00	0	0.00	0	125.32	151
JTPDS	Juvenile Truancy Prev/Diversion Due to State (CCP 102.015)	125.32	151	0.00	0	0.00	0	125.32	151
JUSFC	Judicial Support Fund - County (LGC 133.105)	83.49	166	0.00	0	0.00	0	83.49	166
JUSFS	Judicial Support Fund - State (LGC 133.105)	770.23	170	0.00	0	0.00	0	770.23	170
MVF	Moving Violation Fee (CCP 102.022)	7.83	96	0.00	0	0.00	0	7.83	96

Payment Report - Fee Code Summary

Transaction Date: **04/01/2021 - 04/30/2021** Case Categories: **Criminal**
Locations: **JP3**

Payment Type: **Cash Bond Deposit; E-Filing Payment; ...**

Fee Code Summary

Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
OMNI	OMNI Fee	417.85	83	0.00	0	0.00	0	417.85	83
OMNIC	OMNI Fee - County	278.62	83	0.00	0	0.00	0	278.62	83
OMNIS	OMNI Fee - State	1,393.18	83	0.00	0	0.00	0	1,393.18	83
SFC3	Service/Arrest Fee - Const. 3	35.27	8	0.00	0	0.00	0	35.27	8
SFMCWV	State Fine - Motor Carrier Weight Violation	7,105.00	9	0.00	0	0.00	0	7,105.00	9
STF	State Traffic Fee (TC 542.4031)	1,922.98	76	0.00	0	0.00	0	1,922.98	76
TPC	Time Payment Fee - County	125.83	15	0.00	0	0.00	0	125.83	15
TPS	Time Payment Fee - State	208.85	26	0.00	0	0.00	0	208.85	26
TPWF	Texas P&W Fine	2,457.35	24	0.00	0	0.00	0	2,457.35	24
UFA	Uniform Traffic Act (TC 542.403)	212.66	85	0.00	0	0.00	0	212.66	85
WARC3	Warrant Fee - Constable Pct. 3	3,075.53	68	0.00	0	0.00	0	3,075.53	68
WCSO	Williamson County Sheriff	217.95	6	0.00	0	0.00	0	217.95	6
WFDPS	Warrant Fee - DPS	310.46	7	0.00	0	0.00	0	310.46	7

Fee Code Summary Totals	Gross		Positive Adjustments		Negative Adjustments		Net	
	Amount	Number	Amount	Number	Amount	Number	Amount	Number
	146,493.02	3,711	0.00	0	0.00	0	146,493.02	3,711

Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Transaction Date: **04/01/2021 - 04/30/2021** Case Categories: **Civil**
Locations: **JP3**

Payment Type: **Cash Bond Deposit; E-Filing Payment; ...**

G/L Account	G/L Account Number	Fee Totals
0100 - General Fund		
01-0100-0000-341803 - FEES OF OFFICE, JP PCT-3	L-004-3-01-0100-0000-341803: 01-0100-0000-341803 - FEES OF OFFICE, JP PCT #3	5,569.50
01-0100-0000-341903 - CIVIL FEES/OFFICE, CONST 3	L-004-3-01-0100-0000-341903: 01-0100-0000-341903 - Fees of Office, Const. PCT #3	3,650.00
01-0399-0000-208354 - Judicial/Court Train Fee Due to State	L-004-3-01-0399-0000-208354: 01-0399-0000-208354 - Judicial/Court Train Fee Due to State	1,095.00
	0100 - General Fund Total:	**10,314.50**
0399 - State Agency Fund		
01-0399-0000-208022 - Justice Courts Civil Electronic Filing	L-004-3-01-0399-0000-208022: 01-0399-0000-208022 - JP Ct. Civil Electronic Filing Fee	2,190.00
01-0399-0000-208240 - Nondisclosure Fees	L-004-3-01-0399-0000-208240: 01-0399-0000-208240 - Nondisclosure Fees	56.00
01-0399-0000-208822 - JP CIVIL LEGAL FEE FOR INDIGEN	L-004-3-01-0399-0000-208822: 01-0399-0000-208822 - JP Civil Legal Fee for Indigent	1,314.00
	0399 - State Agency Fund Total:	**3,560.00**
	Fee Totals for All Funds:	**13,874.50**

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Transaction Date: **04/01/2021 - 04/30/2021** Case Categories: **Civil**
Locations: **JP3**

Payment Type: **Cash Bond Deposit; E-Filing Payment; ...**

Fee Code Summary

Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
AB	Abstract	10.00	2	0.00	0	0.00	0	10.00	2
CCOP	Civil Copies	12.75	4	0.00	0	0.00	0	12.75	4
CERT	Certified Copy	21.75	7	0.00	0	0.00	0	21.75	7
CONT3	Constable Service Fee Pct #3	2,450.00	27	0.00	0	0.00	0	2,450.00	27
EFF	Electronic Filing Fee	2,190.00	219	0.00	0	0.00	0	2,190.00	219
ISF	Indigent Legal Services Fee	1,314.00	219	0.00	0	0.00	0	1,314.00	219
JCF	Civil Filing Fee	5,275.00	211	0.00	0	0.00	0	5,275.00	211
JCTF	Judicial/Court Training Fee Due to State	1,095.00	219	0.00	0	0.00	0	1,095.00	219
NONDIS	Nondisclosure Fee	56.00	2	0.00	0	0.00	0	56.00	2
SCFF	Small Claims Filing Fee	200.00	8	0.00	0	0.00	0	200.00	8
WEXEC	Writ of Execution	10.00	2	0.00	0	0.00	0	10.00	2
WPOSS	Writ of Possession	40.00	8	0.00	0	0.00	0	40.00	8
WSF3	JP3 - Writ Service Fee	1,200.00	8	0.00	0	0.00	0	1,200.00	8
		Gross		Positive Adjustments		Negative Adjustments		Net	
Fee Code Summary Totals		Amount	Number	Amount	Number	Amount	Number	Amount	Number
		13,874.50	936	0.00	0	0.00	0	13,874.50	936

Commissioners Court - Regular Session **15.**

Meeting Date: 05/18/2021

Appointment of Deputy Constables for Precinct 2

Submitted For: Cynthia Long **Submitted By:** Willaim Beechinor, Commissioner Pct. #2

Department: Commissioner Pct. #2

Agenda Category: Consent

Information

Agenda Item

Consider and take appropriate action on the appointment of Mark D. Johnson and Rodney K. Blackmon as Deputy Constables to fill vacant positions in the Precinct 2 Constable's Office.

Background

Constable Jeff Anderson is appointing Mark D. Johnson and Rodney K. Blackmon to the open positions of Deputy Constable in the Precinct 2 Constable's Office. Mark D. Johnson is a license Texas peace officer with over 13 years of law enforcement experience. Mark, his wife and family are residents of Williamson County. Rodney K. Blackmon is a licensed Texas peace officer with 30 years of law enforcement experience. Rodney and his wife are residents of Williamson County.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	05/12/2021 03:54 PM

Form Started By: Willaim Beechinor Started On: 05/11/2021 02:49 PM

Final Approval Date: 05/12/2021

Commissioners Court - Regular Session **16.**

Meeting Date: 05/18/2021

WCHC Appointments

Submitted For: Valerie Covey **Submitted By:** Rachel Rull, Commissioner Pct. #3

Department: Commissioner Pct. #3

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on appointing Joe Plunkett, Ed Komandaski, and Silvia Forbes to the Williamson County Historical Commission. This will be a two-year term expiring December 31, 2022.

Background

All the proposed members have attended meetings since January 2021 and have been identified as valuable assets to the WCHC.

Joe Plunkett has served as a Cemetery Restoration Volunteer for many years and has been vital in maintaining and restoring historic cemeteries throughout the County.

Sylvia Forbes comes from Howard Couny MO and served on the Extension Council. She is an avid historian and began attending WCHC meetings as soon as she moved to Williamson County. Her ideas and research ability will be a great asset to the WCHC.

Ed Komandaski also serves as a Cemetery Restoration Volunteer and spend time each month assisting with the upkeep of historic cemeteries.

Resumes available on request.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	05/13/2021 12:07 PM
Form Started By: Rachel Rull		Started On: 05/13/2021 11:48 AM
Final Approval Date: 05/13/2021		

Commissioners Court - Regular Session **17.**

Meeting Date: 05/18/2021

ILA with Milam County for sale of surplus equipment

Submitted For: Joy Simonton **Submitted By:** Mary Watson, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the Interlocal Agreement between Milam County and Williamson County for the sale of One (1) 2004 Cat PS150B Roller (#CATPS150E3XR00782) in accordance with TX. Local Gov't Code 263.152 (a)(1) and authorizing the execution of the agreement.

Background

Williamson County is selling One (1) 2004 Cat PS150B Roller (#CATPS150E3XR00782) that had been designated for Auction to Milam County at a fair rate not to exceed $22,500.00 (total). Sale condition of equipment is “AS IS” with no warranties of any kind. Fair Market Valuation (attached) was performed by Kevin Teller, Director of Fleet Services. All equipment had previously been approved by Commissioners Court for Auction.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

ILA with Milam County 5.18.21

Fair Market Value

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	05/13/2021 10:16 AM
County Judge Exec Asst.	Andrea Schiele	05/13/2021 10:34 AM
Form Started By: Mary Watson		Started On: 05/10/2021 02:40 PM
Final Approval Date: 05/13/2021		

INTERLOCAL COOPERATION AGREEMENT BETWEEN MILAM COUNTY, TEXAS AND WILLIAMSON COUNTY, TEXAS, FOR SALE OF SURPLUS EQUIPMENT

BK0096PG0113

RECITAL

This agreement ("Agreement") is an interlocal cooperation agreement authorized and governed by the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code.

AGREEMENT

THIS AGREEMENT is made and entered into by and between the **Milam County, Texas** (hereinafter "Milam"), a local governmental entity in the State of Texas acting herein by and through its governing body, and **Williamson County, Texas** (hereinafter "The County"), a political subdivision of the State of Texas, also acting herein by and through its governing body. For the public purpose of promoting and ensuring public health and safety, the Parties hereby enter into this Agreement as follows:

1. Effective Date and Term

This Agreement shall be in full force and effect when signed by all parties and shall continue for a reasonable time period for the specific project and shall terminate upon project completion or when terminated pursuant to paragraph 3 below.

2. Sale of Surplus Equipment

The County agrees to sell surplus equipment items as follows: 2004 Cat PS150B Roller (#CATPS150E3XR00782) (hereinafter "the equipment") **AS IS** with no warranties of any kind to Milam for the sum of **$22,500.00** made payable to "Williamson County" and paid pursuant the Texas Prompt Payment Act:

Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date Milam receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date Milam receives an invoice for the goods or services [in this case may be in the form of an e-mail]. Interest charges for any overdue payments shall be paid to The County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of The County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

It is understood and agreed that Milam shall be responsible for pick up and transportation costs to receive the equipment and that payment must be made in advance or upon delivery. Titles and goods will not be released until payment has been confirmed. It is also understood that risk of loss passes to Milam upon pick up of the equipment.

3. Termination

This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving seven (7) days written notice thereof prior to completion of the Agreement. In the event of termination, Milam will remain liable for its pro rata share of services rendered and or goods actually received.

4. Notices

4.1. The Parties designate the following persons for receipt of notice:

If to Williamson County:
Name: Hon. Bill Gravell, Williamson County Judge
Address: 710 Main St.
Georgetown, Texas 78626
Phone: (512) 943-1500

If to Milam County:
Name: Hon. Steve Young, Milam County Judge
Address: 102 S. Fannin Ave.
Cameron, Texas 76520
Phone: (254) 697-7000

BK00965PG0114

4.2. The Parties may change the person designated for receipt of notice from time to time by giving notice in writing to the other parties, identifying the new person designated for receipt of service and identifying his/her name, title, address for notice and phone number.

5. Miscellaneous

5.1. This is the complete agreement by and between the Parties on the subject matter of the Agreement. It supersedes any other agreement or understanding between the Parties, written or oral, and any other commitments, promises, undertakings, understandings, proposals or representations of the Parties to each other, written or oral, concerning the subject matter of this Agreement.

5.2. This Agreement may be modified only by a writing duly executed by each of the Parties. Neither any representation or promise made after the execution of this Agreement, nor any modification or amendment of this Agreement, shall

be binding on the Parties unless made in writing and duly executed by each of the Parties.

5.3. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision in this agreement and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

5.4. The Parties mutually agree to act in good faith in the performance of this agreement.

5.5. Venue of this contract shall be Williamson County, Texas, and the law of the State of Texas shall govern.

5.6. This agreement may not be assigned.

AGREED AND APPROVED:

WILLIAMSON COUNTY

By: _____ **Date:** _____
County Judge

MILAM COUNTY

By: _____ **Date:** April 26, 2021
Authorized Representative

BK0096PG0115

Sale Price	UNIT #	YEAR	MAKE	MODEL	SERIAL NUMBER	HOURS/MILES
$ 31,783.33	UG0210	2002	CAT	953C TRACK LOADER	CAT0953CK2ZN04491	4910 hrs
$ 22,500.00	UG0401	2004	CAT	PS150B PNEUMATIC ROLLER	CATPS150E3XR00782	3331 hrs
$ 27,100.00	UG0820	2008	CAT	PS150C PNEUMATIC ROLLER	CATPS150AFPS00728	3436 hrs
SOLD	UWL0313	2003	CAT	924G WHEEL LOADER	CAT0924GLDFZ00366	5477 hrs
SOLD	UWL9702	1997	JOHN DEERE	544G WHEEL LOADER	DW544GB560838	5945 hrs
SOLD	UAT0102	2001	INTERNATIONAL	4700 ASPHALT DIST	1HTSCABN21H404082	106,404 miles
$ 14,433.50	UDT0002	2000	FORD	F750 DUMP TRUCK	3FDXF75H7YMA54839	144,403 miles
$ 23,225.00	UDT0930	2009	INTERNATIONAL	7400 6X4 12yd DUMP TRUCK	1HTWHAARX9J184914	241,477 miles
$ 23,225.00	UDT0936	2009	INTERNATIONAL	7400 6X4 12yd DUMP TRUCK	1HTWHAAR39J184916	195,920 miles
SOLD	UTT0910	2009	INTERNATIONAL	7600 6X4 TRUCK TRACTOR	1HSWXSHR49J184958	264,128 miles
SOLD	2952	2013	JOHN DEERE	CX-15 BATWING SHREDDER	1POCX15EEDP036100	N/A
$ 5,333.33	2951	2013	JOHN DEERE	CX-15 BATWING SHREDDER	1POCX15EPDP036103	N/A
SOLD	2969	2013	JOHN DEERE	CX-15 BATWING SHREDDER	1POCX15EKDP036135	N/A
$ 10,545.00	UF0427	2004	CPS	SBD-240 BELLY DUMP TRAILER	5MC1116204P004837	N/A
$ 46,063.67	UMG0508	2005	CAT	120H MOTORGRADER	CAT0120HPCAF00495	7478 hrs

$ 108,545.17 For Art & Jeff Muegge

$ 73,163.67 For Henry Hubnik Pct 1

Sold at auction January 2021

Available - Pct 3 Art Neal interested in

Commissioners Court - Regular Session **18.**

Meeting Date: 05/18/2021

Reject IFB T3406 and Reissue IFB T4251 New and Latest Model 36’ Gooseneck Trailer

Submitted For: Joy Simonton **Submitted By:** Johnny Grimaldo, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on rejecting bids submitted on IFB T3406 New and Latest Model 36’ Gooseneck Trailer for the HazMat department and authorize the Purchasing Agent to advertise and receive sealed bids under the new IFB T4251.

Background

Williamson County solicited bids for a New and Latest Model 36’ Gooseneck Trailer which will be utilized by the HazMat Response department. The bid received was withdrawn by the vendor, Midway Trailers, Inc, due to price increase and extended lead time. This is a replacement project through the HS-Homeland Security Grant from the Office of the Governor, previously approved by the commissioners’ court. Point of Contact is Michael Wofford and the funding Source is HS- Homeland Security Grant.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	05/13/2021 10:49 AM
County Judge Exec Asst.	Andrea Schiele	05/13/2021 11:37 AM
Form Started By: Johnny Grimaldo		Started On: 05/13/2021 08:58 AM
Final Approval Date: 05/13/2021		

Commissioners Court - Regular Session **19.**

Meeting Date: 05/18/2021

Advertisement Tax Assessor Collector Payment Processing

Submitted For: Joy Simonton **Submitted By:** Erica Smith, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the Purchasing Agent to receive sealed proposals for Tax Assessor Collector Payment Processing under RFP T4236.

Background

Approval of this item will support the operations of the Williamson County Tax Assessor Collector's Office. The County is seeking responses from qualified firms who can provide analysis, technology, and services to efficiently process and reconcile a variety of electronic payments for the Tax Office. There is no cost associated with this service for the county as transaction processing fees are paid by the customer. Department contact is Matt Johnson.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	05/13/2021 08:51 AM
County Judge Exec Asst.	Andrea Schiele	05/13/2021 09:25 AM
Form Started By: Erica Smith		Started On: 05/11/2021 08:34 AM
Final Approval Date: 05/13/2021		

Commissioners Court - Regular Session **20.**

Meeting Date: 05/18/2021

Furniture Purchase for District Clerk

Submitted For: Joy Simonton **Submitted By:** Erica Smith, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the agreement between Core Office Interiors and Williamson County for the purchase of office furniture in the amount of $33,722.60 pursuant to Omnia Coperative contract #R191804, and authorizing execution of the agreement. Funding Source: P515.

Background

Approval of this item will support the operations of the Williamson County District Clerk's Office. Agreement attached outlines the pieces of furniture, service and delivery costs. Pricing is per Omnia Cooperative contract R191804. Department contact is District Clerk Lisa David.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	05/13/2021 10:23 AM
County Judge Exec Asst.	Andrea Schiele	05/13/2021 10:35 AM
Form Started By: Erica Smith		Started On: 05/11/2021 08:33 AM
Final Approval Date: 05/13/2021		

CORE office interiors

Williamson County District Clerk

CORE Office Interiors - Austin
10300 Metric Blvd Ste 200
Austin, TX 78758-4966
Phone: 512.832.6400
Email: orders-austin@coreoi.com
https://www.coreoi.com/

Order Number	4256
Date	04/27/2021
Customer PO No	
Customer Name	WILLIAMSON COUNTY DISTRICT CLERK
Salesperson	Tom Walsh
Project Number	
Terms	DUE UPON RECEIPT
Page	1 of 4

TO
WILLIAMSON COUNTY DISTRICT CLERK
405 MLK
SUITE 135
GEORGETOWN, TX 78626

ATTN: Lisa David
Phone: 512-943-1212
Email: ldavid@wilco.org

SHIP TO
WILLIAMSON COUNTY DISTRICT CLERK
405 MLK - 1st Floor
SUITE 135
GEORGETOWN, TX 78626

ATTN: Lisa David
Phone: 512-943-1212
Email: ldavid@wilco.org

Prepared for : Tom Walsh

Pricing per OMNIA Contract # R191804

Line	Quantity	Description	List	Unit Price	Extended Amount
1	10.00 Each	HON INDUSTRIES HQH5-P-3P1B--.BLK MHOB G1 POP-UP PORTFOR IQ 3 AC PWR/1 BLANK .BLK:Black % Off List: 55.00	378.00	170.10	1,701.00
2	38.00 Each	HON INDUSTRIES HMN2--.N-.S-.IM-.ON-$(2)-.WP-39-.BLCK MOTIVATE NEST/STACK CHAIR-FLEX BCK-UPH SEAT .N:Arm- No Arm .S:Soft .IM:Black Mesh .ON:COLOR- Onyx $(2):Grade- II Uph .WP:Whisper Vinyl--COLOR- Charcoal 39:SubOption 01 .BLCK:FRAME- Black % Off List: 55.00	657.00	295.65	11,234.70
3	19.00 Each	HON INDUSTRIES HMT1860G--.G1-$(L1STD)-.A9-.S HUDDLE 18X60 TABLE TOP W/EDGEBAND .G1:Cutout for Pop-up Port $(L1STD):Grd L1 Standard Laminates .A9:LAM- Steel Mesh .S:Edge- Charcoal % Off List: 55.00	372.00	167.40	3,180.60
4	19.00 Each	HON INDUSTRIES HMBFLIP18L--.C-$(P1)-.S HUDDLE FLIP TOP BASE FOR 18X60 & 18X72 TOPS .C:Casters $(P1):P1 Paint Opts .S:PAINT- Charcoal	626.00	281.70	5,352.30

CORE office interiors

Williamson County District Clerk

CORE Office Interiors - Austin
10300 Metric Blvd Ste 200
Austin, TX 78758-4966
Phone: 512.832.6400
Email: orders-austin@coreoi.com
https://www.coreoi.com/

Order Number	4256
Date	04/27/2021
Customer PO No	
Customer Name	WILLIAMSON COUNTY DISTRICT CLERK
Salesperson	Tom Walsh
Project Number	
Terms	DUE UPON RECEIPT
Page	2 of 4

		% Off List: 55.00			
5	18.00 Each	HON INDUSTRIES HMG1--.N-.E-.CR-.PLAT MOTIVATE 4-LEG STACK CHAIR-SET/2 .N:Arm- No Arm .E:Standard Nylon Glide .CR:COLOR- Cherry .PLAT:FRAME- Platinum Metallic % Off List: 55.00	559.00	251.55	4,527.90
6	6.00 Each	HON INDUSTRIES HMG5--.N-.E-.CR-.PLAT MOTIVATE 4-LEG CAFE HT STOOL .N:Arm- No Arm .E:Standard Nylon Glide .CR:COLOR- Cherry .PLAT:FRAME- Platinum Metallic % Off List: 55.00	412.00	185.40	1,112.40
7	7.00 Each	HON INDUSTRIES HBTTRND36--.N-$(L1STD)-.A9-.S 36IN ROUND TOP .N:No Grommets $(L1STD):Grd L1 Standard Laminates .A9:LAM- Steel Mesh .S:EDGE- Charcoal % Off List: 55.00	345.00	155.25	1,086.75
8	7.00 Each	HON INDUSTRIES HBTTX30S--$(P2)-.PR8 BETWEN XBASE 30SMALL $(P2):P2 Paint Opts .PR8:PAINT- Textured Silver % Off List: 55.00	324.00	145.80	1,020.60
9	3.00 Each	HON INDUSTRIES HBTTX42S--$(P2)-.PR8 BETWEN XBASE 42SMALL $(P2):P2 Paint Opts .PR8:PAINT- Textured Silver % Off List: 55.00	385.00	173.25	519.75
10	3.00 Each	HON INDUSTRIES HBTTRND30--.N-$(L1STD)-.A9-.S 30IN ROUND TOP .N:No Grommets $(L1STD):Grd L1 Standard Laminates .A9:LAM- Steel Mesh .S:EDGE- Charcoal	316.00	142.20	426.60

CORE office interiors

Williamson County District Clerk

CORE Office Interiors - Austin
10300 Metric Blvd Ste 200
Austin, TX 78758-4966
Phone: 512.832.6400
Email: orders-austin@coreoi.com
https://www.coreoi.com/

Order Number	4256
Date	04/27/2021
Customer PO No	
Customer Name	WILLIAMSON COUNTY DISTRICT CLERK
Salesperson	Tom Walsh
Project Number	
Terms	DUE UPON RECEIPT
Page	3 of 4

		% Off List: 55.00			
11	1.00 Each	CORE OFFICE INTERIORS SERVICE & DELIVERY % Off List: 0.00	0.00	3,560.00	3,560.00

Order Sub-Total : $33,722.60

TOTAL ORDER : $33,722.60

PLEASE REVIEW THIS QUOTATION AND NOTIFY US PROMPTLY OF ANY CORRECTIONS REQUIRED

THANK YOU FOR THE OPPORTUNITY TO BE OF SERVICE

CORE | office interiors

Williamson County District Clerk

CORE Office Interiors - Austin
10300 Metric Blvd Ste 200
Austin, TX 78758-4966
Phone: 512.832.6400
Email: orders-austin@coreoi.com
https://www.coreoi.com/

Order Number	4256
Date	04/27/2021
Customer PO No	
Customer Name	WILLIAMSON COUNTY DISTRICT CLERK
Salesperson	Tom Walsh
Project Number	
Terms	DUE UPON RECEIPT
Page	4 of 4

CORE Office Interiors Terms & Conditions

1. It is understood that this is a custom-built furniture order. For this reason, upon order placement and acceptance by the relevant manufacturer, orders cannot be cancelled following order placement. We will do our best to honor a request in change, cancellation, or return. The customer remains liable for all changes as outlined in this proposal unless changes are approved and in writing. The customer may incur restocking, cancellation and/or change order changes.

2. Warranty: Your complete satisfaction and future business is our goal. We take pride in the quality of the products we represent. All applicable manufacturer warranties will be available upon request.

3. Shipment/Freight: We will not be liable for any delay or damages claimed to result from shipping or freight carrier. If buyer requests change or postponement of delivery beyond shipping date when we are ready to make delivery, we may store or transfer the goods to our warehouse and/or third-party warehouse at the customers expense. Upon notification to buyer of transfer to storage, the goods shall be deemed delivered to customer for all intents and purposes, including invoicing and payment.

4. Unless specifically noted in this Proposal, all installation and delivery services will be provided during normal working hours 8am to 5 pm Monday through Friday. If services are requested other than normal business hours, additional charges may be assessed.

Texas Prompt Payment Act: See below

“F.O.B. Destination” or confirm that the goods are adequately insured during transport.

• Texas Prompt Payment Act Compliance: Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date licensee receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by licensee in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of licensee’s fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

• Mediation: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this purchase agreement

• Venue and Governing Law: Venue of this contract shall be Williamson County, Texas, and the law of the State of Texas shall govern.

• Right to Audit: Vendor agrees that Customer or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this purchase agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Vendor which are directly pertinent to the services to be performed under this purchase agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Vendor agrees that Customer shall have access during normal working hours to all necessary Vendor facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. Customer shall give Vendor reasonable advance notice of intended audits.

• Termination for Convenience: This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving ten (10) days written notice thereof. In the event of termination, Customer will only be liable for its pro rata share of services rendered and goods actually received.

Signature: Name: Tom Walsh Title: Account Executive Date: 5/10/2021

Signature: Name: Title: Date:

Commissioners Court - Regular Session **21.**

Meeting Date: 05/18/2021

Williamson County SO Evidence Lockers

Submitted For: Joy Simonton **Submitted By:** Andrew Portillo, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving agreement between Williamson County and Vaughn Construction for the installation of evidence lockers at the Williamson County Sheriff's Office, in the not-to-exceed amount of $32,682.80 per the Choice Partners Cooperative Contract #15/041JN-16 and authorizing the execution of this agreement.

Background

This agreement includes demolition, the installation of partitions, painting, masonry work and clean-up etc. as per attached quote. Department point of contact is Dwayne Gossett. Funding Source is 01.0100.1008.004509.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

contract & quote

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	05/13/2021 10:34 AM
County Judge Exec Asst.	Andrea Schiele	05/13/2021 10:36 AM
Form Started By: Andrew Portillo		Started On: 05/11/2021 01:59 PM
Final Approval Date: 05/13/2021		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

SERVICES CONTRACT
FOR
S.O. EVIDENCE LOCKERS

(J.T. Vaughn Construction, LLC via Choice Partners Contract #15/041JN-16)

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasicontractual terms are subject to the extent authorized by Texas law, including but not limited to Tex. Const. art. XI, § 7, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

THIS CONTRACT is made and entered into by and between **Williamson County, Texas** (hereinafter "The County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **J.T. Vaughn Construction, LLC** (hereinafter "Service Provider"), with mailing address at 10355 Westpark Drive Houston, Texas 77042 (phone 713-243-8300). The County agrees to engage Service Provider as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

No Agency Relationship & Indemnification: It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with The County, nor shall Service Provider hold himself out as an agent or official representative of The County unless expressly authorized to do so by a majority of the Williamson County Commissioners Court. Service Provider shall be considered an independent contractor for the purpose of this agreement and shall in no manner incur any expense or liability on behalf of The County other than what may be expressly allowed under this agreement. The County will not be liable for any loss, cost, expense or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Service Provider or failure to act relating to the services being provided. Service Provider agrees to indemnify, hold harmless, and defend The County against any claim,

demand, loss, injury, damages, action, or liability of any kind against The County resulting from any services Service Provider perform on behalf of The County.

II.

Entire Contract & Incorporated Documents: This Contract constitutes the entire Contract between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated (as if copied in full) into this Contract include the following:

A. As described in the attached Statement of Work/Proposal, dated April 1, 2020 which is incorporated herein as if copied in full;

B. Choice Partners Contract Number: 15/041JN-16; and

C. Any required insurance certificates evidencing required coverages.

III.

No Assignment: Service Provider may not assign this contract.

IV.

Compliance with All Laws: Service Provider agrees and will comply with any and all local, state or federal requirements with respect to the services rendered.

V.

Consideration and Compensation: Service Provider will be compensated based on the attached Statement of Work/Quotation dated April 1, 2021 which is incorporated herein as if copied in full. **The not-to-exceed amount under this agreement is $32,682.80, unless amended by a change order and approved by the Williamson County Commissioners Court.** Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date The County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by The County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of The County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street

Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

VI.

Insurance: Service Provider shall provide and maintain, until the services covered in this Contract is completed and accepted by The County, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to The County and name The County as an additional insured.

	Type of Coverage	**Limits of Liability**
a.	Worker's Compensation	Statutory
b.	Employer's Liability	
	Bodily Injury by Accident	$500,000 Ea. Accident
	Bodily Injury by Disease	$500,000 Ea. Employee
	Bodily Injury by Disease	$500,000 Policy Limit

c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability (*including premises, completed operations and contractual*)	$1,000,000	$1,000,000
Aggregate policy limits:		$2,000,000

d. Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):

COVERAGE	PER PERSON	PER OCCURRENCE
Bodily injury (including death)	$1,000,000	$1,000,000

Property damage	$1,000,000	$1,000,000
Aggregate policy limits		No aggregate limit

Service Provider, as an independent contractor, meets the qualifications of an "Independent Contractor" under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, and must provide its employees, agents and sub-subcontractors worker's compensation coverage. Contactor shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by The County.

Upon execution of this Contract, Service Provider shall provide The County with insurance certificates evidencing compliance with the insurance requirements of this Contract.

VII.

INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE SERVICE PROVIDER, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. SERVICE PROVIDER HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF SERVICE PROVIDER OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR

NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

VIII.

Services: Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he or she is not an employee of The County. The services include, but are not limited to the following items in order to complete the project:

As described in the Statement of Work/Proposal, dated April 1, 2020 which is incorporated herein as if copied in full.

IX.

Good Faith: Service Provider agrees to act in good faith in the performance of this agreement.

X.

Confidentiality: Service Provider expressly agrees that he or she will not use any incidental confidential information that may be obtained while working in a governmental setting for his or her own benefit, and agrees that he or she will not enter any unauthorized areas or access confidential information and he or she will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

XI.

Termination: This agreement may be terminated at any time at the option of either party, without *future or prospective* liability for performance upon giving thirty (30) days written notice thereof. **In the event of termination, The County will only be liable for its pro rata share of services rendered and goods actually received.**

XII.

Venue and Applicable Law: Venue of this contract shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

XIII.

Effective Date and Project Completion: This contract shall be in full force and effect when signed by all parties and shall continue in effect with a project completion of no later than **July 31, 2021**, unless the completion date is extended subject to a written addendum approved by the Williamson County Commissioners Court or if terminated pursuant to paragraph XI above. Service Provider shall commence work upon instruction to do so from The County and work shall be deemed to have commenced on the date of such instruction.

XIV.

Severability: In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision in this agreement and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

XV.

Right to Audit: Service Provider agrees that The County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Service Provider which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Service Provider agrees that The County shall have access during normal working hours to all necessary Service Provider facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. The County shall give Service Provider reasonable advance notice of intended audits.

XVI.

No Waiver of Sovereign Immunity or Powers: Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity or powers of The County, the Williamson County Commissioners Court, or the Williamson County Judge.

XVII.

County Judge or Presiding Officer Authorized to Sign Contract: The presiding officer of The County's governing body who is authorized to execute this instrument by order duly recorded may execute this contract on behalf of The County.

Executed this ____ day of _____, 20____ to be effective as of the date of the last party's execution below.

County:

_____
Hon. Bill Gravell
Williamson County Judge

Date: _____ ___, 20____

Service Provider:

_____
Authorized Representative
J. Thomas Vaughn, CEO

Date: May 6, 2021

Exhibit(s)
Statement of Work/Proposal, dated April 1, 2020
(Incorporated herein as if copied in full)

April 13, 2021

10355 Westpark Drive
Houston, Texas
77042-5312

Telephone:
(713) 243-8300

Facsimile:
(713) 243-8350

Williamson County Facilities
Project Management
3101 SE Inner Loop
Georgetown, TX 78626
(512) 943-1636

Attention: **Tom Stanfield**

Reference: **Proposal – WILCO Jail Evidence Lockers**

Choice Partners Contract Number: **20/017MR-20**

We respectfully submit a proposal of **$32,682.80** (Thirty-Two Thousand Six Hundred and Eighty-Two dollars and 80/100 to provide the following scope:

Summary of Base Cost:	
RS Means Total "O&P":	$ 31,455.24
Contractor Coefficient:	0.98
Subtotal:	$ 30,826.14
Non Pre-Priced Item:	$ 0.00
Bond Cost:	$ 1,856.66
Total Base Cost:	**$ 32,682.80**

Assumptions and Clarifications:

- All work to be performed during normal business hours 7am to 3:30pm, Monday thru Friday.
- Proposal does not include cost for background checks.
- Proposal does not include negative air machines
- Proposal does not include locating or removing asbestos or other hazardous materials
- Proposal does not include fully supporting the existing CMU wall. Assume wall in 100% grout filled
- Proposal does not include patching of the floor
- Proposal assumes water supply to be provided by Wilco
- Vaughn has the right to purchase and manage a project specific Contractor Controlled Insurance Program.

Scope of Work based on:

- Work to be completed per walk through with Williamson County (Dwayne Gossett) drawings N/A

General Qualifications:

- Excludes Contractor Contingency
- Excludes Sales Tax
- Excludes Building Permit Costs
- Excludes asbestos abatement and or lead removal
- Excludes building code changes, life safety code changes, or other regulatory changes that may occur beyond what is currently designed
- Excludes provisions for, or any impacts from, any errors or omissions in the contract documents prepared and/ or issued by the Owner, Owner's vendors/ separate contracts, Architect, Engineer, Consultant, or similar party.
- This proposal is based on market conditions at the time of entering into the Agreement and agree that the risk of unforeseen increases in the cost of the work shall be borne by the party receiving benefit of the Work. Such events or causes shall include, but not be limited to, natural disasters such as hurricanes, earthquakes, floods or other severe weather events, taxes tariffs, labor strikes or labor shortages, highly adverse economic conditions, or sudden market fluctuations resulting in shortages of materials or increases in cost thereof. If the Cost of the Work or portion of the Cost of the Work increases as a result of an external cause, rendering the cost of performance different than contemplated by the Agreement, and the event or cause is beyond the

control of Owner or Construction Manager, then the Contract Price shall be equitably adjusted by such increased cost, unless the Owner, Architect, and Construction Manager are able to cooperate in revising the Project scope and quality as required to reduce the Cost of the Work by an amount equal to the cost increase.

- Excludes Holiday Work

Our price is valid for ten (10) days

We appreciate the opportunity, and please call me at 512-663-7461 with any questions.

Very truly yours,
VAUGHN CONSTRUCTION

Doug Boram

Wilco Jail Evidence Locker

508 S Rock St
Georgetov Texas 78626

Data Release : Year 2021 Quarter 1

Unit Cost Estimate

Quantity	LineNumber	Line Source		Description	Unit	Ext. Total O&P	Labor Type	Data Release	CCI Location
2	013113200260			Field personnel, superintendent, average	Week	$ 7,450.00	RR	Year 2021 Quarter 1	TEXAS / AUSTIN (786-787)
1	028719100180			Infectious control partition, temporary barriers, adjustable, obscured vision, to 10' high, 4'-6" wide panel with 44" door, includes PPE	Ea.	$ 1,322.02	RR	Year 2021 Quarter 1	TEXAS / AUSTIN (786-787)
100	017413200052			Cleaning up, cleanup of floor area, continuous, per day, during construction	M.S.F.	$ 5,630.00	RR	Year 2021 Quarter 1	TEXAS / AUSTIN (786-787)
1	040505109000			Selective demolition, masonry, minimum labor/equipment charge	Job	$ 187.63	RR	Year 2021 Quarter 1	TEXAS / AUSTIN (786-787)
205	030505100270			Selective concrete demolition, 2 - 5 CF per piece, precast specialty embedded in masonry, excludes shoring, bracing, saw or torch cutting, loading, hauling, dumping	Ea.	$ 14,913.75	RR	Year 2021 Quarter 1	TEXAS / AUSTIN (786-787)
1000	099113900370			Paints & coatings, walls, concrete masonry units (CMU), smooth surface, first coat, latex, brushwork	S.F.	$ 460.00	RR	Year 2021 Quarter 1	TEXAS / AUSTIN (786-787)
1000	099113900380			Paints & coatings, walls, concrete masonry units (CMU), smooth surface, second coat, latex, brushwork	S.F.	$ 310.00	RR	Year 2021 Quarter 1	TEXAS / AUSTIN (786-787)
11	051223452700			Lintel angle, structural, unpainted, 4"x3-1/2"x1/4" T, 9'-0" long, shop fabricated	Ea.	$ 1,181.84	RR	Year 2021 Quarter 1	TEXAS / AUSTIN (786-787)

Summary of Base Cost:

RS Means Total "O&P":		**$ 31,455.24**
Contractor Coefficient:		$ 0.98
Subtotal:		$ 30,826.14
Non Pre-Priced Item:		$ -
Bond Cost:		$ 1,856.66
Total Base Cost:		**$ 32,682.80**

Commissioners Court - Regular Session **22.**

Meeting Date: 05/18/2021

Williamson County Pre-Trial Office Furniture

Submitted For: Joy Simonton **Submitted By:** Andrew Portillo, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving installation and furniture between Williamson County and Facilities Resource, Inc. located at the Williamson County Pre-Trail Office in the amount of $36,713.60 per the terms of Omnia Cooperative Contract #2019.001896 and authorizing execution of the proposal.

Background

Facilities Resource, Inc. will provide furniture and services that will include the installation of seven (7) work-stations including File/File and Box/Box/File, dual monitor arm, slat wall with paper management and work tool stations. Purchase also includes 12” x 96” frameless glass dividers on top of six (6) panel runs between stations, task chair finishes per final finish selections. Quote attached. Department point of contact is Tom Stanfield. Funding Source is P515.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

quote

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	05/13/2021 10:43 AM
County Judge Exec Asst.	Andrea Schiele	05/13/2021 11:35 AM
Form Started By: Andrew Portillo		Started On: 05/12/2021 07:59 AM
Final Approval Date: 05/13/2021		

May 5, 2021

Mr. Tom Stanfield
Williamson County
405 Martin Luther King Jr. Street
Georgetown, TX 78626

Re: 21097 – Pre-Trial Office
Kimball OMNIA Partners Contract #2019.001896

Dear Tom:

PROJECT DESCRIPTION

Facilities Resource, Inc. is pleased to respond to your request for a fee proposal for furniture and services for the Williamson County Pre-Trial Office located in Williamson County, Texas.

SCOPE OF WORK

FRI will provide furniture and services as outlined below.

- **(7) Work-Stations** **$36,713.60**
  - Each work-stations includes File/File and Box/Box/File, Dual Monitor Arm, Slat Wall with Paper Management and Work Tools, stations also Include 12" x 96" Frameless Glass Dividers on top of (6) Panel Runs Between Stations, Task Chair
    Finishes Per Final Finish Selections

Receipt, Delivery and Installation Included. Installation to be completed during regular business hours

➢ **Subtotal:**	**$36,713.60**
➢ **State of Texas Sales Tax**	**$ N/A**
➢ **Total for Furniture**	**$36,713.60**

If this proposal is acceptable, please indicate by signing below and returning to me. This fee proposal is valid for 60 days from the date of this letter. We appreciate the opportunity to work with you and anticipate a successful project. If there is any further information we can provide, please contact me.

Agreed:

_____ Date: _____
Williamson County

Margaret Teinert Digitally signed by Margaret Teinert
DN: cn=Margaret Teinert, o=Facilities Resource, Inc., ou, email=mteinert@fri-texas.com, c=US
Date: 2021.05.06 15:56:11 -05'00'

Date: 05/06/2021
Facilities Resource, Inc.

Facilities Resource Inc.
11100 Metric Blvd
Suite 450
Austin, TX 78758
PH: 512-371-1232
FX: 512-371-9155

QUOTATION & CONTRACT

DATE	QUOTE #
05/05/21	**21097**
SALES REP	PAYMENT TERMS
General Sales	Per Contract

BILL TO:	CUSTOMER PURCHASE ORDER	FINAL LOCATION:
Tom Stanfield Williamson County 710 S. Main Street Georgetown, TX 78626-5703 PH: 512.943.1636 C: 512.818.4180		Tom Stanfield Pre-Trial Office Williamson County 405 Martin Luther King Jr. Street Georgetown, TX 78626-4901 PH: 512.943.1636 C: 512.818.4180

ITEM #	QTY	PRODUCT	UNIT PRICE	EXT. PRICE
1	7.00	Kimball Office 93P364FP 8S PD2 STD 440 NARRATE2019,36W,4 HIGH,FRAME,POWERED 8S = 8 WIRE,SHARED NEUTRAL PD2 = 2 PUNCHED POWER & DATA STD = STANDARD GROUP 1,NON-METALLIC 440 = CLOUD -- ITEM LIST PRICE: $435.00	$ 152.25	$ 1,065.75
2	2.00	Kimball Office 93P364FP 8S PD2 STD 440 NARRATE2019,36W,4 HIGH,FRAME,POWERED 8S = 8 WIRE,SHARED NEUTRAL PD2 = 2 PUNCHED POWER & DATA STD = STANDARD GROUP 1,NON-METALLIC 440 = CLOUD -- ITEM LIST PRICE: $435.00	$ 152.25	$ 304.50
3	2.00	Kimball Office 33P72TCP F STD 440 NARRATE,72W,TOP CAP,PAINT F = FLAT STD = STANDARD GROUP 1,NON-METALLIC 440 = CLOUD -- ITEM LIST PRICE: $69.00	$ 24.15	$ 48.30
4	9.00	Kimball Office 33P364ITTTA A 10303 NARRATE,36W,4 HIGH,FABRIC TILE,FIRE RATED,TRIM TRAXX A = GRADE A RAILROADED 10303 = CROSSROADS PEWTER -- ITEM LIST PRICE: $172.00 -- TAG/LOCATION: FT0-4x36	$ 60.20	$ 541.80
5	4.00	Kimball Office 93P72PTT STD 440 NARRATE2019,72W,FRAME MOUNTED TRIM TRAXX STD = STANDARD GROUP 1,NON-METALLIC	$ 24.15	$ 96.60

Facilities Resource Inc.
11100 Metric Blvd
Suite 450
Austin, TX 78758
PH: 512-371-1232
FX: 512-371-9155

QUOTATION & CONTRACT

DATE	QUOTE #
05/05/21	**21097**
SALES REP	PAYMENT TERMS
General Sales	Per Contract

ITEM #	QTY	PRODUCT	UNIT PRICE	EXT. PRICE
		440 = CLOUD -- ITEM LIST PRICE: $69.00		
6	2.00	Kimball Office 33P722ITSTA A 10303 NARRATE,72W,2 HIGH,FABRIC TILE,FIRE RATED,SUPPORT TRAXX A = GRADE A RAILROADED 10303 = CROSSROADS PEWTER -- ITEM LIST PRICE: $167.00 -- TAG/LOCATION: FS0-2x72	$ 58.45	$ 116.90
7	7.00	Kimball Office 33P362ITTTA A 10305 NARRATE,36W,2 HIGH,FABRIC TILE,FIRE RATED,TRIM TRAXX A = GRADE A RAILROADED 10305 = CROSSROADS SILVATICA -- ITEM LIST PRICE: $95.00 -- TAG/LOCATION: FT0-2x36	$ 33.25	$ 232.75
8	2.00	Kimball Office 33P362ITTTS STD 440 NARRATE,36W,2 HIGH,TILE,TRIM TRAXX,SLAT STD = STANDARD GROUP 1,NON-METALLIC 440 = CLOUD -- ITEM LIST PRICE: $854.00 -- TAG/LOCATION: ST0-2x36	$ 298.90	$ 597.80
9	2.00	Kimball Office 93P72PST STD 440 NARRATE2019,72W,FRAME MOUNTED SUPPORT TRAXX STD = STANDARD GROUP 1,NON-METALLIC 440 = CLOUD -- ITEM LIST PRICE: $83.00	$ 29.05	$ 58.10
10	5.00	Kimball Office 93P304FP 8S P2 STD 440 NARRATE2019,30W,4 HIGH,FRAME,POWERED 8S = 8 WIRE,SHARED NEUTRAL P2 = 2 PUNCHED STD = STANDARD GROUP 1,NON-METALLIC 440 = CLOUD -- ITEM LIST PRICE: $411.00	$ 143.85	$ 719.25
11	5.00	Kimball Office 33P66TCP F STD 440 NARRATE,66W,TOP CAP,PAINT F = FLAT	$ 22.75	$ 113.75

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		STD = STANDARD GROUP 1,NON-METALLIC 440 = CLOUD -- ITEM LIST PRICE: $65.00		
12	5.00	Kimball Office 33P304ITTTA A 10303 NARRATE,30W,4 HIGH,FABRIC TILE,FIRE RATED,TRIM TRAXX A = GRADE A RAILROADED 10303 = CROSSROADS PEWTER -- ITEM LIST PRICE: $143.00 -- TAG/LOCATION: FT0-4x30	$ 50.05	$ 250.25
13	10.00	Kimball Office 93P66PTT STD 440 NARRATE2019,66W,FRAME MOUNTED TRIM TRAXX STD = STANDARD GROUP 1,NON-METALLIC 440 = CLOUD -- ITEM LIST PRICE: $62.00	$ 21.70	$ 217.00
14	5.00	Kimball Office 33P662ITSTA A 10303 NARRATE,66W,2 HIGH,FABRIC TILE,FIRE RATED,SUPPORT TRAXX A = GRADE A RAILROADED 10303 = CROSSROADS PEWTER -- ITEM LIST PRICE: $158.00 -- TAG/LOCATION: FS0-2x66	$ 55.30	$ 276.50
15	5.00	Kimball Office 33P302ITTTS STD 440 NARRATE,30W,2 HIGH,TILE,TRIM TRAXX,SLAT STD = STANDARD GROUP 1,NON-METALLIC 440 = CLOUD -- ITEM LIST PRICE: $710.00 -- TAG/LOCATION: ST0-2x30	$ 248.50	$ 1,242.50
16	5.00	Kimball Office 93P66PST STD 440 NARRATE2019,66W,FRAME MOUNTED SUPPORT TRAXX STD = STANDARD GROUP 1,NON-METALLIC 440 = CLOUD -- ITEM LIST PRICE: $73.00	$ 25.55	$ 127.75
17	6.00	Kimball Office 93P484FP 8S 1P STD 440 NARRATE2019,48W,4 HIGH,FRAME,POWERED 8S = 8 WIRE,SHARED NEUTRAL 1P = 1 PUNCHED	$ 157.15	$ 942.90

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		STD = STANDARD GROUP 1,NON-METALLIC 440 = CLOUD -- ITEM LIST PRICE: $449.00		
18	6.00	Kimball Office 33P96WCX STD 440 NARRATE,96W,BLANK WIREWAY COVER,MULTI-FRAME STD = STANDARD GROUP 1,NON-METALLIC 440 = CLOUD -- ITEM LIST PRICE: $95.00	$ 33.25	$ 199.50
19	6.00	Kimball Office 93P484FP 8S 1PD STD 440 NARRATE2019,48W,4 HIGH,FRAME,POWERED 8S = 8 WIRE,SHARED NEUTRAL 1PD = 1 PUNCHED POWER & DATA STD = STANDARD GROUP 1,NON-METALLIC 440 = CLOUD -- ITEM LIST PRICE: $449.00	$ 157.15	$ 942.90
20	1.00	Kimball Office 33P96TCP F STD 440 NARRATE,96W,TOP CAP,PAINT F = FLAT STD = STANDARD GROUP 1,NON-METALLIC 440 = CLOUD -- ITEM LIST PRICE: $121.00	$ 42.35	$ 42.35
21	6.00	Kimball Office 33P96TCFGIP F STD 440 448 NARRATE,96W,TOP CAP,FRAMELESS GLASS,INSERT CHANNEL,PAINT F = FLAT STD = STANDARD GROUP 1,NON-METALLIC 440 = CLOUD 448 = LIGHT GREY -- ITEM LIST PRICE: $505.00	$ 176.75	$ 1,060.50
22	6.00	Kimball Office 33P962FG32 NARRATE,96W,FRAMELESS GLASS PANE,CLEAR -- ITEM LIST PRICE: $945.00	$ 330.75	$ 1,984.50
23	7.00	Kimball Office 33P962ITSTA A 10303 NARRATE,96W,2 HIGH,FABRIC TILE,FIRE RATED,SUPPORT TRAXX A = GRADE A RAILROADED 10303 = CROSSROADS PEWTER	$ 77.70	$ 543.90

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		-- ITEM LIST PRICE: $222.00 -- TAG/LOCATION: FS0-2x96		
24	6.00	Kimball Office 33P962ITTTA A 10303 NARRATE,96W,2 HIGH,FABRIC TILE,FIRE RATED,TRIM TRAXX A = GRADE A RAILROADED 10303 = CROSSROADS PEWTER -- ITEM LIST PRICE: $222.00	$ 77.70	$ 466.20
25	13.00	Kimball Office 33P962ITTTA A 10305 NARRATE,96W,2 HIGH,FABRIC TILE,FIRE RATED,TRIM TRAXX A = GRADE A RAILROADED 10305 = CROSSROADS SILVATICA -- ITEM LIST PRICE: $222.00 -- TAG/LOCATION: FT0-2x96	$ 77.70	$ 1,010.10
26	20.00	Kimball Office 93P96PTT STD 440 NARRATE2019,96W,FRAME MOUNTED TRIM TRAXX STD = STANDARD GROUP 1,NON-METALLIC 440 = CLOUD -- ITEM LIST PRICE: $100.00	$ 35.00	$ 700.00
27	7.00	Kimball Office 93P96PST STD 440 NARRATE2019,96W,FRAME MOUNTED SUPPORT TRAXX STD = STANDARD GROUP 1,NON-METALLIC 440 = CLOUD -- ITEM LIST PRICE: $111.00	$ 38.85	$ 271.95
28	1.00	Kimball Office 93P484FP 8S P1 STD 440 NARRATE2019,48W,4 HIGH,FRAME,POWERED 8S = 8 WIRE,SHARED NEUTRAL P1 = 1 PUNCHED,1 NON-PUNCHED STD = STANDARD GROUP 1,NON-METALLIC 440 = CLOUD -- ITEM LIST PRICE: $496.00	$ 173.60	$ 173.60
29	1.00	Kimball Office 93P484FP 8S PD1 STD 440 NARRATE2019,48W,4 HIGH,FRAME,POWERED 8S = 8 WIRE,SHARED NEUTRAL PD1 = 1 PUNCHED POWER & DATA,1 BLANK STD = STANDARD GROUP 1,NON-METALLIC	$ 173.60	$ 173.60

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		440 = CLOUD -- ITEM LIST PRICE: $496.00		
30	2.00	Kimball Office 33P484ITTTA A 10303 NARRATE,48W,4 HIGH,FABRIC TILE,FIRE RATED,TRIM TRAXX A = GRADE A RAILROADED 10303 = CROSSROADS PEWTER -- ITEM LIST PRICE: $225.00 -- TAG/LOCATION: FT0-4x48	$ 78.75	$ 157.50
31	7.00	Kimball Office 93P304FN NP2 STD 440 NARRATE2019,30W,4 HIGH,FRAME,NON-POWERED NP2 = 2 NON-PUNCHED STD = STANDARD GROUP 1,NON-METALLIC 440 = CLOUD -- ITEM LIST PRICE: $285.00	$ 99.75	$ 698.25
32	7.00	Kimball Office 33P30TCP F STD 440 NARRATE,30W,TOP CAP,PAINT F = FLAT STD = STANDARD GROUP 1,NON-METALLIC 440 = CLOUD -- ITEM LIST PRICE: $40.00	$ 14.00	$ 98.00
33	14.00	Kimball Office 33P302ITTTA A 10303 NARRATE,30W,2 HIGH,FABRIC TILE,FIRE RATED,TRIM TRAXX A = GRADE A RAILROADED 10303 = CROSSROADS PEWTER -- ITEM LIST PRICE: $77.00	$ 26.95	$ 377.30
34	14.00	Kimball Office 33P302ITTTA A 10305 NARRATE,30W,2 HIGH,FABRIC TILE,FIRE RATED,TRIM TRAXX A = GRADE A RAILROADED 10305 = CROSSROADS SILVATICA -- ITEM LIST PRICE: $77.00 -- TAG/LOCATION: FT0-2x30	$ 26.95	$ 377.30
35	28.00	Kimball Office 93P30PTT STD 440 NARRATE2019,30W,FRAME MOUNTED TRIM TRAXX STD = STANDARD GROUP 1,NON-METALLIC 440 = CLOUD	$ 9.80	$ 274.40

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		-- ITEM LIST PRICE: $28.00		
36	7.00	Kimball Office 12S2415PUBBFM E KSB STD 440 FOOTPRINT,24DX15WX27H,STOR,PEDESTAL,BBF,FLAT PROFILE,PAINT E = EXTENDED KSB = SPECIFY CORE SEPARATELY STD = STANDARD GROUP 1,NON-METALLIC 440 = CLOUD -- ITEM LIST PRICE: $690.00	$ 241.50	$ 1,690.50
37	7.00	Kimball Office 12S2415PUFFM E KSB STD 440 FOOTPRINT,24DX15WX27H,STOR,PEDESTAL,FF,FLAT PROFILE,PAINT E = EXTENDED KSB = SPECIFY CORE SEPARATELY STD = STANDARD GROUP 1,NON-METALLIC 440 = CLOUD -- ITEM LIST PRICE: $629.00 -- TAG/LOCATION: FF	$ 220.15	$ 1,541.05
38	7.00	Kimball Office 33W1927BCA STD 440 NARRATE,2 HI,WKSURF BRKT,MID-SPRT STD = STANDARD GROUP 1,NON-METALLIC 440 = CLOUD -- ITEM LIST PRICE: $176.00 -- TAG/LOCATION: BA	$ 61.60	$ 431.20
39	14.00	Kimball Office 33WBSA STD 440 NARRATE,WORKSURFACE BRKT,EDGE STD = STANDARD GROUP 1,NON-METALLIC 440 = CLOUD -- ITEM LIST PRICE: $6.00 -- TAG/LOCATION: WB	$ 2.10	$ 29.40
40	14.00	Kimball Office IBF1 FOOTPRINT,SURFACE,FLAT BRACKET -- ITEM LIST PRICE: $17.00 -- TAG/LOCATION: IBF1	$ 5.95	$ 83.30
41	2.00	Kimball Office KSCG002 LOCK CORE,SILVER CORE WITH BLACK HINGED KEY,KEY 002 -- ITEM LIST PRICE: $28.00	$ 9.80	$ 19.60

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		-- TAG/LOCATION: KSCG002		
42	2.00	Kimball Office KSCG003 LOCK CORE,SILVER CORE WITH BLACK HINGED KEY,KEY 003 -- ITEM LIST PRICE: $28.00 -- TAG/LOCATION: KSCG003	$ 9.80	$ 19.60
43	2.00	Kimball Office KSCG004 LOCK CORE,SILVER CORE WITH BLACK HINGED KEY,KEY 004 -- ITEM LIST PRICE: $28.00 -- TAG/LOCATION: KSCG004	$ 9.80	$ 19.60
44	2.00	Kimball Office KSCG005 LOCK CORE,SILVER CORE WITH BLACK HINGED KEY,KEY 005 -- ITEM LIST PRICE: $28.00 -- TAG/LOCATION: KSCG005	$ 9.80	$ 19.60
45	2.00	Kimball Office KSCG006 LOCK CORE,SILVER CORE WITH BLACK HINGED KEY,KEY 006 -- ITEM LIST PRICE: $28.00 -- TAG/LOCATION: KSCG006	$ 9.80	$ 19.60
46	2.00	Kimball Office KSCG007 LOCK CORE,SILVER CORE WITH BLACK HINGED KEY,KEY 007 -- ITEM LIST PRICE: $28.00 -- TAG/LOCATION: KSCG007	$ 9.80	$ 19.60
47	2.00	Kimball Office KSCG008 LOCK CORE,SILVER CORE WITH BLACK HINGED KEY,KEY 008 -- ITEM LIST PRICE: $28.00 -- TAG/LOCATION: KSCG008	$ 9.80	$ 19.60
48	5.00	Kimball Office SS2466WSSLL3 P PB PB 485 *** *** 0000000659 AWML485 *** *** *** FOOTPRINT,24DX66W,SURF,1 3/16,STRAIGHT,LAM(TFL),WIRE MGR PF P = 1/8" MOLDED VIN PB = PORTOBELLO PB = PORTOBELLO 485 = DARK CHOCOLATE *** = ---- *** = ----	$ 173.25	$ 866.25

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		0000000659 = ADD WIRE MANAGER,LEFT AWML485 = ADD LEFT,DARK CHOCOLATE *** = ---- *** = ---- *** = ---- -- ITEM LIST PRICE: $495.00 -- TAG/LOCATION: 2466		
49	2.00	Kimball Office SS2472WSSLL3 P PB PB 485 *** *** 0000000659 AWML485 *** *** *** FOOTPRINT,24DX72W,SURFACE,1 3/16,STR,LAM(TFL),WIRE MGR PF P = 1/8" MOLDED VIN PB = PORTOBELLO PB = PORTOBELLO 485 = DARK CHOCOLATE *** = ---- *** = ---- 0000000659 = ADD WIRE MANAGER,LEFT AWML485 = ADD LEFT,DARK CHOCOLATE *** = ---- *** = ---- *** = ---- -- ITEM LIST PRICE: $502.00 -- TAG/LOCATION: 2472	$ 175.70	$ 351.40
50	7.00	Kimball Office SS3072WSSLL3 P PB PB 485 *** *** *** *** *** FOOTPRINT,30DX72W,SURF,1 3/16,STR,LAM(TFL),WIRE MGR PF P = 1/8" MOLDED VIN PB = PORTOBELLO PB = PORTOBELLO 485 = DARK CHOCOLATE *** = ---- *** = ---- *** = ---- *** = ---- *** = ---- -- ITEM LIST PRICE: $514.00 -- TAG/LOCATION: 3072	$ 179.90	$ 1,259.30
51	7.00	Kimball Office 93P4ETCP F STD 440 NARRATE2019,4 HIGH,END TRIM,PAINT F = FLAT STD = STANDARD GROUP 1,NON-METALLIC 440 = CLOUD -- ITEM LIST PRICE: $116.00 -- TAG/LOCATION: 4ET	$ 40.60	$ 284.20

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52	1.00	Kimball Office 33P2730EPRLL 93P 440 NARRATE,27W,2 HIGH,END PANEL,RIGHT,TFL 93P = FOR USE WITH 93P FRAME MODELS 440 = CLOUD -- ITEM LIST PRICE: $641.00 -- TAG/LOCATION: 2730EPRLL	$ 224.35	$ 224.35
53	14.00	Kimball Office 33PEJB18 NARRATE,ELECTRICAL,JUMPER,PANEL-TO-PANEL,8 WIRE -- ITEM LIST PRICE: $83.00 -- TAG/LOCATION: EJB18	$ 29.05	$ 406.70
54	12.00	Kimball Office 33PEJB28 NARRATE,ELECTRICAL,JUMPER,PANEL-90 CONN-PANEL,8 WIRE -- ITEM LIST PRICE: $84.00 -- TAG/LOCATION: EJB28	$ 29.40	$ 352.80
55	2.00	Kimball Office 33PEPE6B8 NARRATE,6 FOOT POWER ENTRY,BASE,8 WIRE -- ITEM LIST PRICE: $251.00 -- TAG/LOCATION: F/W 68	$ 87.85	$ 175.70
56	14.00	Kimball Office 33PER18S 439 NARRATE,RECEPTACLE,CIRCUIT 1,8 WIRE,SHARED NEUTRAL 439 = NEBULOUS WHITE -- ITEM LIST PRICE: $32.00 -- TAG/LOCATION: 1	$ 11.20	$ 156.80
57	14.00	Kimball Office 33PER28S 439 NARRATE,RECEPTACLE,CIRCUIT 2,8 WIRE,SHARED NEUTRAL 439 = NEBULOUS WHITE -- ITEM LIST PRICE: $32.00 -- TAG/LOCATION: 2	$ 11.20	$ 156.80
58	14.00	Kimball Office 33PER38S 439 NARRATE,RECEPTACLE,CIRCUIT 3,8 WIRE,SHARED NEUTRAL 439 = NEBULOUS WHITE -- ITEM LIST PRICE: $32.00 -- TAG/LOCATION: 3	$ 11.20	$ 156.80

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59	5.00	Kimball Office 93P30MFS NARRATE2019,30W,MID-FRAME SUPPORT -- ITEM LIST PRICE: $46.00	$ 16.10	$ 80.50
60	2.00	Kimball Office 93P36MFS NARRATE2019,36W,MID-FRAME SUPPORT -- ITEM LIST PRICE: $50.00	$ 17.50	$ 35.00
61	6.00	Kimball Office 93P34FCTWPP F STD 440 STD 440 STD 440 STD 440 NARRATE2019,4 HIGH,3-WAY,T CONNECTOR,WIREWAY,PAINT/PAINT F = FLAT STD = STANDARD GROUP 1,NON-METALLIC 440 = CLOUD STD = STANDARD GROUP 1,NON-METALLIC 440 = CLOUD STD = STANDARD GROUP 1,NON-METALLIC 440 = CLOUD STD = STANDARD GROUP 1,NON-METALLIC 440 = CLOUD -- ITEM LIST PRICE: $233.00 -- TAG/LOCATION: 4WPP	$ 81.55	$ 489.30
62	8.00	Kimball Office 93P24FCLWPP F STD 440 STD 440 STD 440 STD 440 NARRATE2019,4 HIGH,2-WAY,L CONNECTOR,WIREWAY,PAINT/PAINT F = FLAT STD = STANDARD GROUP 1,NON-METALLIC 440 = CLOUD STD = STANDARD GROUP 1,NON-METALLIC 440 = CLOUD STD = STANDARD GROUP 1,NON-METALLIC 440 = CLOUD STD = STANDARD GROUP 1,NON-METALLIC 440 = CLOUD -- ITEM LIST PRICE: $221.00 -- TAG/LOCATION: 4WPP	$ 77.35	$ 618.80
63	7.00	Kimball Office 99K0609UTC PERKS,UTILITY TRAY,CLEAR -- ITEM LIST PRICE: $46.00 -- TAG/LOCATION: UT	$ 21.16	$ 148.12

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64	7.00	Kimball Office 99K149LTPTC PERKS,14DX9W,LETTER PAPER TRAY,CLEAR -- ITEM LIST PRICE: $67.00 -- TAG/LOCATION: PTC	$ 30.82	$ 215.74
65	7.00	Kimball Office 99KACC PERKS,ACCESSORY,TRAY,CLEAR -- ITEM LIST PRICE: $60.00 -- TAG/LOCATION: TA	$ 27.60	$ 193.20
66	1.00	Kimball Office 99KCMU PERKS,CABLE MGR,UNDERSURFACE,SET OF 6 -- ITEM LIST PRICE: $60.00 -- TAG/LOCATION: CM	$ 27.60	$ 27.60
67	7.00	Kimball Office 99KCPC PERKS,PENCIL CUP,CLEAR -- ITEM LIST PRICE: $45.00 -- TAG/LOCATION: PC	$ 20.70	$ 144.90
68	7.00	Kimball Office 99KSSC PERKS,SLANT SORTER,CLEAR -- ITEM LIST PRICE: $72.00 -- TAG/LOCATION: SS	$ 33.12	$ 231.84
69	7.00	Kimball Office 99KMF2DACM12S PERKS, MFLEX2,DUAL ARM,CLAMP MOUNT,SILVER -- ITEM LIST PRICE: $788.00 -- TAG/LOCATION: DACM	$ 362.48	$ 2,537.36
70	7.00	Kimball Office K86TMBUSL 1 11611 HELIO,TASK,MESH,BLK,UPH SEAT,SEAT SLIDER 1 = GRADE 1 11611 = CALI BOULDER -- ITEM LIST PRICE: $942.00 -- TAG/LOCATION: HELIO	$ 433.32	$ 3,033.24
71	1.00	Facilities Resource Inc. [No Product Number] Project Design	$ 1,000.00	$ 1,000.00

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		-- ITEM LIST PRICE: $1,000.00		
72	1.00	Facilities Resource Inc. [No Product Number] Receipt / Delivery / Installation -- ITEM LIST PRICE: $3,150.00	$ 3,150.00	$ 3,150.00

WE ARE PLEASED TO QUOTE THE FOLLOWING ITEMS FOR YOUR APPROVAL. THESE ITEMS ARE SUBJECT TO THE TERMS AND CONDITIONS OF THE SALE WHICH ARE PART OF THIS AGREEMENT. THE MERCHANDISE WILL BE ORDERED UPON RECEIPT OF THIS SIGNED CONTRACT AND DEPOSIT. THIS OFFER WILL EXPIRE 30 DAYS FROM THE QUOTATION DATE. THIS QUOTATION, WHEN ACCEPTED IS A CONTRACT BINDING ON BOTH PARTIES AND IS NOT SUBJECT TO CHANGE OR CANCELLATION EXCEPT BY WRITTEN CONSENT BY BOTH PARTIES.

x Margaret Teinert Digitally signed by Margaret Teinert DN: cn=Margaret Teinert, o=Facilities Resource, Inc., ou, email=mteinert@fri-texas.com, c=US Date: 2021.05.06 15:56:58 -05'00' Date 05/05/21

General Sales

Facilities Resource Inc.

x _____ Date _____

Title

Williamson County

SUBTOTAL	$36,713.60
FREIGHT	$0.00
DELIVERY/SET-UP	$0.00
SALES TAX (0%)	$0.00
TOTAL	**$36,713.60**
DEPOSIT REQUESTED	$0.00
BALANCE	**$36,713.60**

TERMS AND CONDITIONS

1. The Buyer's signature on a Facilities Resource, Inc. proposal or the issuance of a purchase order from the Buyer to Facilities Resource, Inc. constitutes acceptance and a binding purchase agreement for services. On all orders over $1,000.00 a hard copy PO is requested.
2. Changes requested by Buyer subsequent to manufacturer acknowledgement are subject to Facilities Resource, Inc.'s ability to conform and upon factory approval. All such requests shall be delivered to Facilities Resource, Inc. in writing and accepted by Facilities Resource, Inc. in writing. Resulting additional charges shall be paid by the Buyer.
3. The Buyer warrants that the credit application and other financial statement submitted to Facilities Resource, Inc. are true and correct.
4. In the event construction delays or other causes not within Facilities Resource, Inc.'s control force postponement of the delivery and/or installation, the merchandise can be stored at a rate of $24.00 per GMA pallet until installation will take place. The Buyer shall pay any demurrage charges incurred.
5. Client must hold property insurance for replacement value on merchandise stored in Facilities Resource, Inc. warehouse. FRI will not be responsible for damage due to fire, flood or any other uncontrolled circumstance, for client owned property stored in its warehouse and does not hold insurance for such.
6. Claims for damage in transit will be processed by Facilities Resource, Inc. and damaged merchandise shall be repaired or replaced to the reasonable satisfaction of the Buyer.
7. Wherein product deliveries and labor at site are affected by stairs and no other means (elevator or mechanical lift) of moving products is available, an additional fee will be applied.
8. Storage of product for up to (2) weeks is included in the proposal cost. Storage fees commence the date the product is received.
9. Additional Storage will be calculated on a weekly basis and charged on a change order until the product leaves the warehouse. Any storage change order out-standing more than (15) calendar days will cause a hold on the product release.
10. Delivery and installation will be made during Facilities Resource, Inc. regular business hours and according to the service schedule provided to the Buyer. Regular business hours are Monday – Friday, 7:00am – 5:00pm. Buyer will be billed for any additional labor costs resulting from overtime work performed at the Buyer's request. If the space provided is inadequate or requires excessive sorting or storage costs, Buyer shall reimburse Facilities Resource, Inc. for the cost of same. If the space provided is inconveniently located or on a floor different from the installation site, Buyer shall reimburse Facilities Resource, Inc. for the extra costs of transporting merchandise to and from storage. If the merchandise must be moved due to activity of other trades or other reasons, Buyer shall reimburse Facilities Resource, Inc. for the cost of same.
11. Facilities Resource, Inc. shall not be responsible for manufacturer's inability to meet their estimated ship dates. Estimated ship dates are for manufacturers time allowances only and do not include any time allowance for actual shipping and delivery of merchandise.
12. Buyer must keep the job site free and clear of debris before and during the installation. Hoisting or elevator service and adequate facilities for off-loading, staging, moving, and handling of merchandise must be provided by the Buyer and without charge to Facilities Resource, Inc. The Buyer is also responsible for securing all necessary building permits and licenses.
13. After arrival of the merchandise at the site, any loss or damage by weather, trades working at the site, or otherwise, shall be the responsibility of the Buyer.
14. Merchandise will be invoiced upon shipment from the manufacturer. Buyer agrees to pay each invoice within the Texas Prompt Payment Act Compliance: Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date licensee receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by licensee in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of licensee's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.
15. Any controversy or claim arising out of or relating to this Contract or any breach thereof shall be settled in accordance with the Rules of the American Arbitration Association and judgment upon the award may be entered in any court having jurisdiction thereof.
16. In the event of default under this agreement, the prevailing party shall be allowed to recover attorney fees in accordance with the determination of the court.
17. In no event shall either party be liable for any special indirect, consequential, incidental damages including, without limitation, damages for loss of business profits, business interruptions or loss of information, even if the other Party has been advised of the possibility of such damages.
18. Facilities Resource, Inc. will provide certificate of insurance acceptable to buyer and insurance that it maintains adequate workers compensation, general liability & property coverage at all times. If a waiver is requested as part of the insurance requirements, a $350.00 fee per waiver will be charged.

19. Unless otherwise specified, all furniture is warranted by Facilities Resource, Inc. to be free from defects in materials and workmanship for the period of time each manufacturer provides on its product from date of delivery. Facilities Resource, Inc. will repair, adjust, or take corrective action on any problem free of charge within 30 days of purchase or manufacturers earliest notification. Manufacturer's warranties will apply with any charges for labor at the prevailing rates. It is expressly agreed that this warranty is in place and in lieu of all warranties of fitness and merchantability. All used or rental return merchandise is sold on an "AS IS" basis.
20. It shall be understood and agreed that during the term of this agreement and for a period of 12 (twelve) months, thereafter, the Buyer will not directly nor indirectly recruit and/or hire any employee of Facilities Resource, Inc., unless mutually agreed upon between Officers of the Buyer and Facilities Resource, Inc.
21. All additional costs listed above shall include a 25% administrative fee.
22. Facilities Resource, Inc. will assess a 3.5% convenience fee on all credit card transactions.
23. The above is the entire agreement between the Buyer and Facilities Resource, Inc. It may not be changed without mutual written authorization. These terms apply to the initial order and any subsequent orders.
24. Mediation: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this purchase agreement.
25. Venue and Governing Law: Venue of this contract shall be Williamson County, Texas, and the law of the State of Texas shall govern.
26. Termination for Convenience: This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving ten (10) days written notice thereof. In the event of termination, Customer will only be liable for its pro rata share of services rendered and goods actually received.

I have read and understand all of the terms and conditions contained herein.

Agreed:

_____	_____
Williamson County	*Date*
Margaret Teinert Digitally signed by Margaret Teinert DN: cn=Margaret Teinert, o=Facilities Resource, Inc., ou, email=mteinert@fri-texas.com, c=US Date: 2021.05.06 15:57:33 -05'00'	05/06/2021
Facilities Resource, Inc.	*Date*

Commissioners Court - Regular Session **23.**

Meeting Date: 05/18/2021

Brushy Creek Trail Extension Along Hairy Man Rd (P551) SWA#1 to WA#1 with RVi

Submitted For: Dale Butler **Submitted By:** Wendy Danzoy, Building Maintenance

Department: Building Maintenance

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on accepting and approving a report on the Brushy Creek Trail Extension Along Hairy Man Road, Parks Bond E, (P551) RVE, Inc dba RVi Planning + Landscape Architecture, Supplemental Work Authorization #1 to Work Authorization #1 for a new termination date of August 4, 2022. Additionally, the fee will be reduced from $539,184 to $374,569 due to a reduced scope of work.

Background

This supplemental work authorization is for a time extension and decrease of funds for a change in scope for the Brushy Creek Trail Along Hairy Man Rd (P551). On August 4, 2020, the Commissioners Court approved Williamson County Agreement for Planning, Design & Engineering Services with RVi Planning and Landscape Architecture.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

RVi SWA1 to WA1

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	05/12/2021 11:15 AM
County Judge Exec Asst.	Andrea Schiele	05/12/2021 03:57 PM
Form Started By: Wendy Danzoy		Started On: 05/12/2021 10:36 AM
Final Approval Date: 05/12/2021		

SUPPLEMENTAL WORK AUTHORIZATION NO. 1
TO
WORK AUTHORIZATION NO. 1

PROJECT E: Brushy Creek Trail Extension Along Hairy Man Rd. ("Project")

PLANNER/ LANDSCAPE ARCHITECT/ ARCHITECT/ ENGINEER:
RVE, Inc. dba
RVi Planning + Landscape Architecture ("A/E")
Mark Smith, PLA, Vice President
1611 W. 5th St., Suite 175
Austin, TX 78703

COUNTY'S DESIGNATED REPRESENTATIVE:
Williamson County Parks Department
Attn: Director of Parks
219 Perry Mayfield
Leander, Texas 78641

THIS SUPPLEMENTAL WORK AUTHORIZATION NO. 1 TO WORK AUTHORIZATION NO. 1, is made pursuant to the terms and conditions of the **Agreement for Planning, Design & Engineering Services**, dated **August 4, 2020**, and becomes effective as of the latest date of the signatories indicated at the conclusion of this document (the "Effective Date"), by and between **Williamson County**, a body corporate and politic under the laws of the State of Texas ("County") and A/E.

ARTICLE 1

The Planning, Design and Engineering Services provided by A/E under the Work Authorization are hereby modified as set forth in **Attachment A** of this Supplemental Work Authorization.

ARTICLE 2

The maximum amount payable to A/E for Basic Services under the Work Authorization is hereby **decreased** from **Five Hundred Thirty-Nine Thousand, One Hundred Eighty-Four Dollars ($ 539,184)**, to **Three Hundred Seventy-Four Thousand, Five Hundred Sixty-Nine Dollars ($ 374,569)**, as set forth in **Attachment B** of this Supplemental Work Authorization. Payment to A/E

for the services established under this Supplemental Work Authorization shall be made in accordance with the Agreement.

ARTICLE 3

The above referenced Work Authorization termination date shall be modified to **August 4, 2022**, as set forth in **Attachment C** of this Supplemental Work Authorization. The Planning, Design and Engineering Services set forth in **Attachment A** of this Supplemental Work Authorization shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization.

ARTICLE 4

This Supplemental Work Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

ARTICLE 5

County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Supplemental Work Authorization. A/E understands and agrees that County's payment of amounts under this Supplemental Work Authorization is contingent on County receiving appropriations or other expenditure authority sufficient to allow County, in the exercise of reasonable administrative discretion, to continue to make payments under the Agreement. It is further understood and agreed by A/E that County shall have the right to terminate the Supplemental Work Authorization at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may affect such termination by giving written notice of termination to A/E.

ARTICLE 6

This Supplemental Work Authorization is hereby accepted and acknowledged below.

A/E:

RVE, Inc. dba
RVi Planning + Landscape Architecture

By: Mark W. Smith
Signature

Mark Smith
Printed Name

Vice President
Title

Date Signed: 5/12/21

COUNTY:

Williamson County, Texas

By: _____
Signature

_____
Printed Name

_____
Title

Date Signed: _____

ATTACHMENT A

BASIC SCOPE OF SERVICES

THE FOLLOWING SCOPE OF SERVICES IS INTENDED TO BE CONSISTENT WITH THE AGREEMENT. TO THE EXTENT THIS SCOPE OF SERVICES IS INCONSISTENT WITH THE AGREEMENT, THE AGREEMENT WILL SUPERSEDE THE SCOPE OF SERVICES AND WILL BE CONTROLLING.

In consideration of the Basic Fee provided in the Agreement, A/E shall perform the following Basic Services, based on standard planning, landscape architectural, architectural, and engineering practices:

SCOPE OF WORK:

Brushy Creek Regional Trail
Hairy Man Rd. near Sea Ash Cir. in Round Rock, TX and
Sam Bass Rd. near Faith Missionary Baptist Church in Round Rock, TX
Williamson County Precinct #1
Funding: P551

BRUSHY CREEK TRAIL along HAIRY MAN RD.
PARKS BOND PROGRAM 2020-E (4/26/21)

SCOPE OF WORK

1. DETERMINE & DESIGN CONNECTION FROM EXIST TRAIL TERMINUS ON HAIRY MAN RD. TO CREEK BEND BLVD.
2. DETERMINE & DESIGN TRAILHEAD AT FAITH MISSIONARY BABTIST CHURCH AND CONNECTION TO EXISTING ADJACENT TRAIL TERMINUS ON BRUSHY CREEK

DESIGN CHALLENGES

A. SAULS RANCH SUBDIVISION
- 1/4-1/2 MI. EASMENT ON EAST SIDE OF HAIRY MAN RD.
- $100,000 MATCHING FUNDS FOR CONSTRUCTION OF TRAIL
- HAIRY MAN RD. CROSSINGS @ NORTH & SOUTH NEIGHBORHOOD ENTRANCES

B. SAULS RANCH SUBDIVISION HAS FIRST RIGHT OF DEVELOPMENT FOR SAULS PROPERTY
C. FAITH MISSIONARY BAPTIST CHURCH NEGOTIATION FOR TRAILHEAD
- AQUIRE OR LEASE PROPERTY

D. IDENTIFY & COORDINATE KEY STAKEHOLDERS / PARTNERS
- COUNTY REALESTATE ATTORNEY = CHARLIE CROSSFIELD
- WILCO ROAD & BRIDGE DIVISION
- SAULS RANCH SUBDIVISION DEVELOPER
- FAITH MISSIONARY BAPTIST CHURCH

ALLOCATED FUNDS

ITEM 1 = $2,505,000 (INCLUDING "SOFT COSTS")

Determine and design connection from the existing Brushy Creek Regional Trail terminus at Hairy Man Rd. to Creek Bend Blvd. Determine and design a trailhead adjacent to Faith Missionary Baptist Church and connection to the existing trail terminus on Brushy Creek.

Design services shall be conducted in phases as outlined herein. Phases may be combined to expedite design process when defined in Attachment C – *Production Schedule*. Individual phases or groups of phases shall be authorized herein or by fully executed Supplemental Agreement, Work Authorization, or Supplemental Work Authorization thereto.

Phase I+II+III – INVENTORY, PRE-DESIGN, AND TRAIL ALIGNMENT PLAN

Upon receipt of written Notice to Proceed, A/E shall accomplish the following services:

A. Conduct a project initiation meeting and obtain data.

B. Assemble existing data and information into a base map of the proposed trail corridor area and identify property ownership from current appraisal district data.

C. Conduct on-site inventory with team members and County to determine surrounding influences, site conditions, environmental and hydrologic/floodplain constraints, erosion, and access.

D. Assess all relevant data including applicable regulatory requirements, development standards, property limits, and identify opportunities and constraints.

E. Identify property ownership and acquisition or access easement requirements necessary to develop the trail.

F. Identify anticipated permitting requirements (FEMA, US Army Corp of Engineers, US Fish and Wildlife/Texas Parks and Wildlife, Texas Historic Commission, Texas Commission on Environmental Quality, Brazos River Authority, Williamson County, County Floodplain and TxDOT).

G. Prepare a Preliminary Trail Alignment Plan (PTA) exhibit showing preliminary alignment, property ownership, and easement map for the entire trail corridor.

H. Provide PTA exhibit for review and comment by County.

I. Finalize PTA exhibit per County comments.

Deliverables: Digital PDF format Preliminary Trail Alignment Package.

Phase IV - SCHEMATIC DESIGN - 30% (for reduced scope)

Upon County acceptance of previous phase, A/E shall proceed with the following services:

A. Prepare and submit schematic design for the Project (of approximately 3,700 LF) including:

1. Coordinate the trail alignment assessment with the design team and County, including

    a. Walk the site and mark/flag proposed trail route and up to four (4) possible connections.

    b. Create a digital photographic inventory as a resource of existing conditions.

    c. Identify opportunities and constraints

    d. Initiate habitat and geologic assessments

2. Conduct preliminary meeting(s) and/or research with regulatory entities to determine permit requirements including Pre-development meeting with City of Round Rock Planning Development Services and Floodplain Administrator.

    a. Site Plan Development permit through the City of Round Rock for the trailhead parking or restroom is not included in the basic services of this Work Authorization.

3. Prepare and submit schematic design studies including initial plan illustrating:
    a. One (1) Trail alignment revision of existing schematic alignment including one (1) alternative, if applicable.
    b. Up to five (3) retaining walls
    c. Trail access points
    d. Faith Missionary Baptist Church trailhead:
        i. Parking, circulation
        ii. Prefabricated restroom building Trail Connection
        iii. Drainage
        iv. Security gate, fencing, and/or bollards
    e. Up to five (3) Drainage Crossings
    f. Seating areas
    g. Interpretive signage locations

4. Review schematic plan design studies, including preliminary trails alignment alternatives, with Registered Accessibility specialist and County maintenance and operations staff.

5. Prepare and submit opinion of probable cost in sufficient detail to allow County to make informed decisions about the budget and scope of the project.

    a. Opinions of probable costs are based on experience and judgment of A/E and are merely opinions. A/E does not warrant that actual costs will not

vary from those opinions because among other things, A/E has no control over market conditions.

6. Prepare and submit complete Schematic Plan Design Package including design studies, Schematic Alignment Roll Plot (with a horizontal scale of 100-ft, and vertical scale of 10-ft) and opinion of probable costs for CoW1ty review.

7. Meet with representatives of stakeholder groups, which may include Faith Missionary Baptist Church, Fern Bluff MUD, as arranged by the County, to discuss possible design criteria and general needs, up to (4) meetings.

8. Geotechnical and Structural Engineering are not included in the Basic Services of this Work Authorization.

B. Prepare and submit a topographic survey along proposed route (approximately 4,000-ft by 75-ft wide minimum). AutoCAD file in surface coordinates shall utilize NAD 1983 (HARN 1993) as the datum.

1. Locate all visible utility features and overhead obstructions along the route.

2. Locate and tag hardwood trees 8-in or greater.

3. Graphically locate property lines within the limits of the survey.

4. Provide up to four (3) metes & bounds descriptions with sketch for the use by County to acquire easements and/or simple acquisition of properties along route.

5. Flow lines and inverts of utilities will not be obtained.

6. County will secure right-of-entries for surveys.

C. Conduct a Texas Commission on Environmental Quality (TCEQ) Geologic Assessment investigation and compile a report for inclusion in the project Water Pollution Abatement Plan as required under the Edwards Aquifer Rules (TAC Chapter 213).

1. The report will include a separate cover letter addressing the potential for any geologic features identified to be associated with habitat for endangered karst invertebrate species known from the area.

2. County will determine map scale at which the WPAP site maps will be submitted to the TCEQ.

3. County will secure rights-of-entry for field surveys.

D. Produce Cultural Background Review using previously prepared Hicks & Co. review as basis.

E. Provide deliverables in accordance with County's Design Submittal Guidelines.

Deliverables: Digital Schematic Design Package

Phase V - DESIGN DEVELOPMENT – 60% (for reduced scope)

Upon County acceptance of previous phase, A/E shall proceed with the following services:

A. Consult freely with County concerning the principal phases of the work and immediately advise County of any unusual requirements or features not apparent during execution of the Schematic Design Phase.

B. Prepare and submit Design Development Documents to fix and describe the size and character of the project, including civil, structural, and any specialty systems and materials that are necessary.

C. Provide up to five (3) property appraisal exhibits that depict easement or acquisition areas needed for Trail and Trail Construction. This may include one (1) appraisal exhibit for a temporary construction easement.

D. Review design for conformance with the Americans with Disabilities Act and Texas Accessibility Standards.

E. Prepare and submit 60% drawings (11x17 plans), cost estimates and meet with County staff to review 1 submittal. Including:

1. Title Sheet
2. Index
3. Estimate and Quantity Sheets - (2 sheets)
4. Project Layout and Survey Control Sheet - (2 sheets)
5. General Notes Sheets - (15 Sheets)
6. Typical Sections - (2 sheets)
7. Shared Use Path Plan and Profile Sheets (1-in = 50-ft scale) - (8 sheets)
8. Miscellaneous Path Details - (1 sheet)
9. Parking design sheets for trail head parking at Faith Missionary Baptist Church
10. Water and Wastewater plans for prefabricated restroom connections per manufacturer or 6-ft from connection point.
11. Utility (power and communication) coordination and plans including: site lighting for parking lot, FC study, new electrical service, power/comm. connection to prefab restroom, exterior com-check.

12. Drainage area and calculations - for cross culverts only (5 sheets)
13. Drainage plan and profiles - for cross culverts (4 culverts/sheets)
14. WPAP (includes only vegetative filter strips)
15. HEC-RAS & HEC-HMS evaluation of the proposed river crossing
16. Drainage Memo
17. Prepare Floodplain Permit
18. SW3P with TCP - (4 sheets double banked)
19. Standard Details - (28 sheets)
20. Retaining wall plans and profiles

F. Prepare and submit a Design Development level cost estimate in a form acceptable to County.

G. Meet with County up to three (3) times.

H. Coordinate Utility and conflict matrix.

I. Provide up to (3) metes & bounds descriptions with sketch for use by County to acquire easements and/or simple acquisition of properties along route.

J. Additional Services include Geotechnical testing and reporting (for structural retaining walls, parking areas, trail, and any other architectural elements) which need to be initiated during this Phase.

K. Additional Services include Structural Engineering (for retaining walls and other structural elements) which needs to be initiated during this Phase

L. Coordinate design plans with City of Round Rock.

1. Additional Services include any permitting beyond initial coordination.

M. Coordinate with Williamson C0tmty Floodplain Administrator.

1. Additional Services include any additional permitting.

N. Obtain Antiquities Permit from Texas Historical Commission (THC) for reduced site limits.

1. Conduct Pedestrian Survey and Shovel Testing/Trenching
   i. Provide test pits for positive Shovel Tests
   ii. Additional Services include expenses associated with backhoe trenching and curation fees not included in Permit fee.
2. Investigate previously recorded sites
3. Additional Services include changes to report or permit amendments

because of design changes resulting responses to comments from County or THC.

O. Prepare and submit TCEQ WPAP submittal package outlining Project development and describing treatment of storm water runoff.

1. Prepare report on forms and in format required by TCEQ
2. Escort TCEQ representatives on one (1) site reconnaissance.
3. Review fees will be paid by County.

Deliverables: Digital Design Development Package

Phase VI - CONSTRUCTION DOCUMENTS – 90% & 100% (for reduced scope)

Upon County acceptance of previous phase, A/E shall proceed with the following services:

A. Consult freely with County concerning the principal phases of the work immediately advise Cow1ty of any unusual requirements or features not apparent during execution of the Schematic Design or Design Development Phases.

B. Prepare and submit 90% plans, specifications and engineering calculations (without professional seals) setting forth in detail the work including:

1. Plan, section, elevation, and typical detail drawings, that set forth in reasonable detail the requirements for construction of the Project components, including depiction of their size, shape, dimensions, and locations.
2. Specifications that identify the materials, equipment, workmanship and quality standards (or performance criteria), for project components.

C. Prepare and submit a detailed cost estimate of the project on a form acceptable to County.

D. Prepare and submit a construction schedule with a Gantt chart or other County approved format which lists the anticipated major activities required to complete the project.

1. Consult with County on construction sequencing path and timeline based on 90% Construction Document submittal, available funding, and property acquisitions. Prepare scope(s) for Additional Services or Work Authorization.

F. Coordinate with the Texas Department of Licensing and Regulation (TDLR).

1. Register Project with TDLR

2. Submit Forms to act as "Owner's Agent"
3. Submit Plans to Registered Accessibility Specialist (RAS)
4. Address comments and modify plans to comply with the Texas Accessibility Standards (TAS) and Americans with Disabilities Act.
5. Registration, Review and Inspection fees will be paid by County.

G. After regulatory clearances confirmed and approval by County of 90%Construction Document deliverables, prepare final signed and sealed 100% PS&E documents for the entire Project and its component parts to be included in County Bid Package.

1. The Project detailed cost estimate shall not exceed the project construction budget as approved in writing by County.

H. Present plans to County Commissioners' Court as necessary to answer any relevant questions.

Deliverables: *Digital Unsealed Construction Document Package.*
Digital Sealed Construction Document Package.

Additional Services

Additional services must be approved by County in advance. Additional Services may include, but not be limited to, the following:

A. Preparation of Phased bid package(s) with reduced scope of items defined herein, including construction drawings and specifications.

B. Phasing, multiple add alternates or multiple bid packages not outlined in the scope of services will be additional services.

C. Detailed Flood Plain Analysis

D. TCEQ Fee

E. FEMA Conditional Letter of Map Revision (CLOMR) and/or Letter of Map Revision (LOMR)

F. Land Acquisition services and services related to ROW acquisition not described in the Scope of Services

G. Design Plans for the relocation of utilities.

H. Plumbing, mechanical, or structural engineering services for the Prefabricated Restroom.

I. Easement acquisition or vacation including preparation of easement documents other than those described in Scope of Services

J. Legal Lot Determinations

K. Preparation of multi-use agreement(s) and exhibits

L. Assistance or representation in litigation concerning the property of proposed project

M. Traffic Impact Analysis

N. TxDOT Standards and Specification will be used to supplement Williamson Co. Standards and Specifications.

O. Drainage models will be designed to FEMA 500-year storm. Upgrading to ATLAS 14 is not included.

P. TxDOT roadway modifications

Q. Traffic Control will be shown on SW3P sheets

R. Cross Sections for full trail not included

S. Construction Staking

T. Conflict Resolution

U. Preparation and processing of Waivers, Variances or Exceptions

V. Services required after final acceptance of construction work

W. Revisions to drawings previously approved by the County and regulatory entities due to changes in: Project scope, budget, schedule, unforeseen subsurface construction conditions or when such revisions are inconsistent with written approvals or instructions previously given; enactment or revision codes, laws, or regulations subsequent to the preparation of such documents.

X. Preparation of presentation materials for marketing or purposes other than those described in Scope of Services

Y. Public or other presentations beyond those described in Scope of Services

Z. Provide consultation, drawings, reports, and other work products related to permits, approvals and ordinances not described in the Scope of Services

AA. Coordination with the utility companies for the design and construction of telephone and gas service will be provided by County.

BB. Preparation of record documents from contractor's construction record drawings

CC. Providing services other than those outlined in the Scope of Services.

DD. Utility relocation design

EE. Backhoe trenching is not expected and therefore not included.

FF. Any services removed from this Work Authorization during the scope reduction will be considered Additional Services if requested at a later date.

ATTACHMENT B

FEE SCHEDULE

This schedule indicates fees by Phase of the Basic Fee:		**$**	**374,569**	100%
25%	**RVi Planning + Landscape Architecture**	**$**	**92,007**	
54%	**Pape-Dawson Engineers (Civil)**	**$**	**201,195**	
-	**Inland Geodetics (Surveyor)**	**$**	**62,867**	
9%	**Bay Electrical Engineers (MEP)**	**$**	**8,500**	
2%	**Campbrian Environmental**	**$**	**4,500**	
5%	**Jim Rodgers (ParK Consultant)**	**$**	**3,000**	
29%	**Altura (RAS)**	**$**	**2,500**	
Phase I+II+III - INVENTORY, ENGAGEMENT, AND TRAIL PLAN		**$**	**16,515**	4%
	RVi Planning + Landscape Architecture	$	13,905	
	Pape-Dawson Engineers (Civil)	$	2,610	
	Inland Geodetics (Surveyor)	N/A		
	Bay Electrical Engineers (MEP)	N/A		
	Campbrian Environmental	N/A		
	Jim Rodgers (ParK Consultant)	N/A		
	Altura (RAS)	N/A		
Phase IV - SCHEMATIC DESIGN (30%)		**$**	**147,931**	39%
	RVi Planning + Landscape Architecture	$	27,934	
	Pape-Dawson Engineers (Civil)	$	48,430	
	Inland Geodetics (Surveyor)	$	62,867	
	Bay Electrical Engineers (MEP)	$	1,200	
	Campbrian Environmental	$	4,500	
	Jim Rodgers (ParK Consultant)	$	3,000	
	Altura (RAS)	N/A		
Phase V - DESIGN DEVELOPMENT (60%)		**$**	**108,659**	29%
	RVi Planning + Landscape Architecture	$	26,984	
	Pape-Dawson Engineers (Civil)	$	79,275	
	Inland Geodetics (Surveyor)	N/A		
	Bay Electrical Engineers (MEP)	$	2,400	

Campbrian Environmental	$	-	
Jim Rodgers (ParK Consultant)	N/A		
Altura (RAS)	N/A		
Phase VI - CONSTRUCTION DOCUMENTS (90% & 100%)	**$**	**101,464**	27%
RVi Planning + Landscape Architecture	$	23,184	
Pape-Dawson Engineers (Civil)	$	70,880	
Inland Geodetics (Surveyor)	N/A		
Bay Electrical Engineers (MEP)	$	4,900	
Campbrian Environmental	N/A		
Jim Rodgers (ParK Consultant)	N/A		
Altura (RAS)	$	2,500	

ATTACHMENT C

PRODUCTION SCHEDULE

A/E agrees to complete the professional design services called for in **Attachment A** of this Supplemental Work Authorization within **Seven Hundred Thirty (730) calendar days** from the date of Work Authorization #1.

The above time limits may, for good cause, be extended, in writing, by County as the Project proceeds.

The schedule below indicates various project milestones and target dates.
Standard end-of-phase review periods for County shall be (10) business days minimum.

Work Authorization #1 Execution Date	**08/04/20**
Phase I+II+III - INVENTORY, ENGAGEMENT, AND TRAIL PLAN	
Notice to Proceed	08/11/20
Preliminary Design Report deliverables	09/10/20
County written authorization to proceed to next phase	05/18/21
Phase IV - SCHEMATIC DESIGN	
Prepare Appraisal Exhibits for County	07/02/21
30% Plans, Specifications and Estimate deliverables	07/16/21
County written authorization to proceed to next phase	07/28/21
Phase V - DESIGN DEVELOPMENT	
60% Plans, Specifications and Estimate deliverables	09/27/21
County written authorization to proceed to next phase	10/08/21
Phase VII - CONSTRUCTION DOCUMENTS	
90% Plans, Specifications and Estimate deliverables	12/07/21
County written authorization to proceed to 100% CDs	12/20/21
100% Plans, Specifications and Estimate deliverables	01/19/22
Supplemental Work Authorization Termination Date	**08/04/22**

Commissioners Court - Regular Session **24.**

Meeting Date: 05/18/2021

Authorize Sourcewell EZIQC Contract Service Contract Folding Motorized Panel Partitions at JJC

Submitted For: Joy Simonton **Submitted By:** Johnny Grimaldo, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the service contract between Amstar, Inc. and Williamson County for Folding Motorized Panel Partitions at the Juvenile Justice Center, pursuant to Sourcewell EZIQC Cooperative Contract No. TX-CT-GC-121819-AMS and authorizing the execution of the agreement.

Background

This project is to replace existing 19 feet tall hinge wall that divides the existing gym into two secured areas at the Juvenile Justice Center. Work includes installation of a new pass-through lockable door, all labor, materials, drywall work, and demolition and installation of a new hinged foldable partition wall. The quotation includes a detailed scope of work in the not-to-exceed amount of $89,990.51. The point of contact is Angel Gomez and Funding Source is 01.0100.1045.4509, approved for FY2021. There is not signature required on the quote, the signature on the service agreement covers both documents.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement and quote

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	05/13/2021 10:47 AM
County Judge Exec Asst.	Andrea Schiele	05/13/2021 11:37 AM
Form Started By: Johnny Grimaldo		Started On: 05/13/2021 08:44 AM
Final Approval Date: 05/13/2021		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

SERVICES CONTRACT
FOR
(Juvenile Justice Center Hinged Walls
& Related Services)
(Amstar, Inc. via Sourcewell EZIQC Contract No. TX-CT-GC-121819-AMS)

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasicontractual terms are subject to the extent authorized by Texas law, including but not limited to Tex. Const. art. XI, § 7, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

THIS CONTRACT is made and entered into by and between **Williamson County, Texas** (hereinafter "The County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Amstar, Inc.** (hereinafter "Service Provider"), with mailing address at 1211 Pleasanton Rd., San Antonio, TX 78214. The County agrees to engage Service Provider as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

No Agency Relationship: It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with The County, nor shall Service Provider hold himself out as an agent or official representative of The County unless expressly authorized to do so by a majority of the Williamson County Commissioners Court. Service Provider shall be considered an independent contractor for the purpose of this agreement and shall in no manner incur any expense or liability on behalf of The County other than what may be expressly allowed under this agreement. The County will not be liable for any loss, cost, expense or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Service Provider or failure to act relating to the services being provided.

II.

Entire Contract & Incorporated Documents: This Contract constitutes the entire Contract between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated (as if copied in full) into this Contract include the following:

A. As described in the attached Work Order and Statement of Work/Proposal, each dated April 22, 2021 which is incorporated herein as if copied in full;

B. Sourcewell EZIQC Contract No. TX-CT-GC-121819-AMS; and

C. Any required insurance certificates evidencing required coverages.

III.

No Assignment: Service Provider may not assign this contract.

IV.

Compliance with All Laws: Service Provider agrees and will comply with any and all local, state or federal requirements with respect to the services rendered.

V.

Consideration and Compensation: Service Provider will be compensated based on the attached Work Order and Statement of Work/Proposal each dated August 10, 2020 which are incorporated herein as if copied in full. **The not-to-exceed amount under this agreement is $89,990.51.00, unless amended by a change order and approved by the Williamson County Commissioners Court.** Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date The County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by The County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of The County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

VI.

Insurance: Service Provider shall provide and maintain, until the services covered in this Contract is completed and accepted by The County, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to The County and name The County as an additional insured.

	Type of Coverage	**Limits of Liability**
a.	Worker's Compensation	Statutory
b.	Employer's Liability	
	Bodily Injury by Accident	$500,000 Ea. Accident
	Bodily Injury by Disease	$500,000 Ea. Employee
	Bodily Injury by Disease	$500,000 Policy Limit

c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability (*including premises, completed operations and contractual*)	$1,000,000	$1,000,000
Aggregate policy limits:		$2,000,000

d. Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):

COVERAGE	PER PERSON	PER OCCURRENCE
Bodily injury (including death)	$1,000,000	$1,000,000
Property damage	$1,000,000	$1,000,000

Aggregate policy limits	No aggregate limit

Service Provider, as an independent contractor, meets the qualifications of an "Independent Contractor" under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, and must provide its employees, agents and sub-subcontractors worker's compensation coverage. Contactor shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by The County.

Upon execution of this Contract, Service Provider shall provide The County with insurance certificates evidencing compliance with the insurance requirements of this Contract.

VII.

INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE SERVICE PROVIDER, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. SERVICE PROVIDER HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF SERVICE PROVIDER OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

VIII.

Services: Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he or she is not an employee of The County. The services include, but are not limited to the following items in order to complete the project:

As described in the Work Order and Statement of Work/Proposal, each dated April 22, 2021 which is incorporated herein as if copied in full.

IX.

Good Faith: Service Provider agrees to act in good faith in the performance of this agreement.

X.

Confidentiality: Service Provider expressly agrees that he or she will not use any incidental confidential information that may be obtained while working in a governmental setting for his or her own benefit, and agrees that he or she will not enter any unauthorized areas or access confidential information and he or she will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

XI.

Termination: This agreement may be terminated at any time at the option of either party, without *future or prospective* liability for performance upon giving thirty (30) days written notice thereof. **In the event of termination, The County will only be liable for its pro rata share of services rendered and goods actually received.**

XII.

Venue and Applicable Law: Venue of this contract shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

XIII.

Effective Date and Term: This contract shall be in full force and effect when signed by all parties and shall continue for a reasonable time period for the specific project and shall terminate upon project completion or when terminated pursuant to paragraph XI above.

XIV.

Severability: In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision in this agreement and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

XV.

Right to Audit: Service Provider agrees that The County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Service Provider which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Service Provider agrees that The County shall have access during normal working hours to all necessary Service Provider facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. The County shall give Service Provider reasonable advance notice of intended audits.

XVI.

No Waiver of Sovereign Immunity or Powers: Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity or powers of The County, the Williamson County Commissioners Court, or the Williamson County Judge.

XVII.

County Judge or Presiding Officer Authorized to Sign Contract: The presiding officer of The County's governing body who is authorized to execute this instrument by order duly recorded may execute this contract on behalf of The County.

Executed this ____ day of _____, 2021 to be effective as of the date of the last party's execution below.

County:

_____
Hon. Bill Gravell
Williamson County Judge

Date: _____ ___, 20____

Service Provider:

_____
Authorized Representative

Date: May 11, 2021

Exhibit(s)
Work Order and Statement of Work/Proposal, dated April 22, 2021; and
Sourcewell EZIQC Contract No. TX-CT-GC-121819-AMS
(Incorporated herein as if copied in full)

GORDIAN®

Work Order Signature Document

Sourcewell EZIQC Contract No.: TX-CT-GC-121819-AMS

[X] **New Work Order** [ ] **Modify an Existing Work Order**

Work Order Number.: 090737.00 Work Order Date: 04/22/2021

Work Order Title: Williamson County - Juvenile Justice Center Hinged Walls

Owner Name:	Williamson County	Contractor Name:	Amstar, Inc.
Contact:	Angel Gomez	Contact:	Atanacio Carrisal
Phone:	512-943-1625	Phone:	

Work to be Performed

Work to be performed as per the Final Detailed Scope of Work Attached and as per the terms and conditions of Sourcewell EZIQC Contract No TX-CT-GC-121819-AMS.

Brief Work Order Description:

Williamson County Juvenile Justice Center Hinged Walls.

Time of Performance Estimated Start Date:
Estimated Completion Date:

Liquidated Damages Will apply: [ ] Will not apply: [X]

Work Order Firm Fixed Price: $89,990.51

Owner Purchase Order Number:

Approvals

Owner Date

Contractor Date

Detailed Scope of Work

To: Atanacio Carrisal
Amstar, Inc.
1211 Pleasanton Road
San Antonio, TX 78214
No Data Input

From: Angel Gomez
Williamson County
3101 SE Inner Loop
Georgetown, TX 78626
512-943-1625

Date Printed: April 22, 2021

Work Order Number: 090737.00

Work Order Title: Williamson County - Juvenile Justice Center Hinged Walls

Brief Scope: Williamson County Juvenile Justice Center Hinged Walls.

☐ **Preliminary**	☐ **Revised**	☒ **Final**

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

-Installation of a Moderco 733-EG Electric Folding Partition Wall
-Full Submittal Package
-Warranty as specified
-Demo included
-Continuously hinged motorized system
-Includes (1) pass door with lock and door closer
-Motor installation
-Lead Edge Safety System
-STC Rating 49
-One Key Switch with mortise cylinder and 1 push button
-Panel covering will be vinyl
-Gypsum Board Wall Repairs/Modifcations/Paint
-Floor Protection
-Clean up and Haul Off of all Debris
-Bonding & Insurance Included

Alternate: Add (1) additional pass door with lock and door closer $2,425.00

Subject to the terms and conditions of JOC Contract **TX-CT-GC-121819-AMS**.

Detailed Scope of Work Continues..

Work Order Number: 090737.00
Work Order Title: Williamson County - Juvenile Justice Center Hinged Walls

Contractor _____ Date _____

Owner _____ Date _____

Contractor's Price Proposal - Summary

Date: April 22, 2021

Re:

IQC Master Contract #:	TX-CT-GC-121819-AMS
Work Order #:	090737.00
Owner PO #:	
Title:	Williamson County - Juvenile Justice Center Hinged Walls
Contractor:	Amstar, Inc.
Proposal Value:	$89,990.51

Section - 01	**$5,906.54**
Section - 09	**$3,641.11**
Section - 12	**$80,442.86**
Proposal Total	**$89,990.51**

Thisl total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: **89.39%**

Contractor's Price Proposal - Detail

Date: April 22, 2021

Re:
IQC Master Contract #: TX-CT-GC-121819-AMS
Work Order #: 090737.00
Owner PO #:
Title: Williamson County - Juvenile Justice Center Hinged Walls
Contractor: Amstar, Inc.
Proposal Value: $89,990.51

	Sect.	Item	Mod.	UOM	Description	Line Total
Labor	**Equip.**	**Material**	**(Excludes)**			

Section - 01

1	01 22 23	00 0062		WK	30' Electric, Scissor Platform Lift	$2,297.84

	Quantity		Unit Price		Factor		Total
Installation	3.00	x	576.03	x	1.3297	=	2,297.84

2	01 56 16	00 0078		SF	Masonite For Temporary Floor Protection	$582.41

	Quantity		Unit Price		Factor		Total
Installation	600.00	x	0.73	x	1.3297	=	582.41

3	01 74 19	00 0015		EA	30 CY Dumpster (4 Ton) "Construction Debris"Includes delivery of dumpster, rental cost, pick-up cost, hauling, and disposal fee. Non-hazardous material.	$3,026.29

	Quantity		Unit Price		Factor		Total
Installation	4.00	x	568.98	x	1.3297	=	3,026.29

Subtotal for Section - 01 **$5,906.54**

Section - 09

4	09 22 16	13 0021		SF	3-5/8" Width, 16" On Center, 16 Gauge, Non Load Bearing, Non Structural Metal Stud Framing With Tracks And Runners	$1,579.68

	Quantity		Unit Price		Factor		Total
Installation	400.00	x	2.68	x	1.3297	=	1,425.44
Demolition	400.00	x	0.29	x	1.3297	=	154.25

5	09 29 10	00 0013		SF	5/8" Type X Fire Rated Gypsum Board	$553.16

	Quantity		Unit Price		Factor		Total
Installation	400.00	x	0.82	x	1.3297	=	436.14
Demolition	400.00	x	0.22	x	1.3297	=	117.01

6	09 29 10	00 0053		SF	>10' High, Ceilings, Tape, Spackle And Finish Gypsum BoardUse this task for the entire wall area when the wall is >10' high.	$202.11

	Quantity		Unit Price		Factor		Total
Installation	400.00	x	0.38	x	1.3297	=	202.11

7	09 91 23	00 0061		SF	Paint Interior Plaster/Drywall Walls, 3 Coats Paint, Brush	$1,306.16

	Quantity		Unit Price		Factor		Total
Installation	1,034.00	x	0.95	x	1.3297	=	1,306.16

Subtotal for Section - 09 **$3,641.11**

Section - 12

8	12 00 00	00 0000	NPP		Moderco-733-EG Electric Folding Partition Wall	$80,442.86

	Quantity		Unit Price		Factor		Total
Installation	1.00	x	60,497.00	x	1.3297	=	80,442.86

Subtotal for Section - 12 **$80,442.86**

Contractor's Price Proposal - Detail Continues..

Work Order Number: 090737.00
Work Order Title: Williamson County - Juvenile Justice Center Hinged Walls

Proposal Total **$89,990.51**

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: **89.39%**

Subcontractor Listing

Date: April 22, 2021

Re:

IQC Master Contract #:	TX-CT-GC-121819-AMS
Work Order #:	090737.00
Owner PO #:	
Title:	Williamson County - Juvenile Justice Center Hinged Walls
Contractor:	Amstar, Inc.
Proposal Value:	$89,990.51

Name of Contractor	Duties	Amount	%
No Subcontractors have been selected for this Work Order		$0.00	0.00

Rob Pelletier Construction, Inc
12402 Eastex Freeway
Houston, TX 77039
281-227-3577 • 281-227-3621 fx
HUB CERTIFIED • WBE CERTIFIED
www.rpcinc.com

PROPOSAL REVISION #1

To: Williamson County Facilities
Attn: J. Angel Gomez
Ph: (512) 818-4180
Email: angel.gomez@wilco.org
Project: Georgetown Juvenile Justice Ctr
Ref: Electric Folding Partition

Date: March 2, 2021

Quote Summary (No Specifications)

Item #	Qty	Model	Size and Scope
A	1	Moderco 733-EG Electric	58'-3 7/8" x 19' (Bi-parting)

Furnish and Install the above items for the sum of $60,497.00

Sales tax NOT included

Special Notes and Qualifications

Voluntary Add #1: For (1) pass door with lock and door closer....ADD $2,021.00
Voluntary Add #2: For (2) pass doors with lock and door closer....ADD $4,042.00
Note: Pricing does not include costs for background checks or badging as we understand this is handled internally at no direct cost to the vendors.
Note: Demo of existing is included. Existing track and panels will be placed in a dumpster provided by others. All finish work must be removed by others to gain access to the support structure above prior to installation. A finisher, provided by others, must repair any finish work that was removed.

Acceptance of Proposal and Terms of Sale

Signature: _____ Date: _____

PRICING IS VALID FOR 30 CALENDAR DAYS

We acknowledge addenda.
Prepared by: Lance Finley lance@rpcinc.com

For execution on AIA A401 or ConsensusDocs 750 contract format. If other subcontract is used, RPC will review and there may be markups, to be submitted for review.

Item A Moderco 733-EG Electric	Qty: 1 Scope 58'-3 7/8" x 19' (Bi-parting)
STC Rating	49
Wall Covering	Standard Vinyl
Edge Trim	Trimless
Top Seals	Fixed Sweep
Bottom Seals	Adjustable
Track	White Painted Steel
Pocket Doors	None
Pass Doors	None
Work Surface	None
Motor	1.5 hp / 208V / 3 ph / 60 Hz. Travel controlled by limit switches
Switches	One Key Switch w/Mortise Cylinder / 1 Push Button
Safety Lead Edge	Included
Material Warranty	2 Years Panels, 10 Years Track, Trolleys & Mechanical Parts
Shop Drawings	Included with a Template for Bolt Holes Drilled by RPC

LIABILITY INSURANCE COVERAGE: General-$1M/$2M, Auto-$1M, Excess/Umbrella-$5M, Worker Comp-$1M

1) Builders risk insurance must be provided by Customer.

2) ISO Forms CG7174.3 & CG7578.3 blanket waiver of subrogation & additional insured (Primary & Non-Contributory basis) included when required by contract. Pre 4-13 (April 2013) editions of endorsements may be available at additional cost

Terms: deposit required for new customers. 30 day terms available with approved credit and RPC's signed credit application with personal guarantee. No retainage. Lien Waivers ONLY on TX forms per Property Code §53.283.

Opening(s) for proposed wall(s) must be constructed, by others, as described in ASTM E 557.

Unless specifically included in above description, this price excludes the cost of sales taxes, prevailing wage rates, electrical conduit & boxes & wiring for switches and safety sensors, access doors to controls & limit switches, layout and drilling of holes in structural support, structural support, structural calculations, NIC Testing and certification, NRC rating & certificate, mock ups, bonds, permits, multiple shipments, offsite storage, field-testing, leveling of the floor, Access Doors/Panels, blocking in ceiling & walls, dumpsters, trash hauling and final cleaning. This price excludes the cost of consequential or liquidated damages and the cost of delays due to natural or manmade disasters, strikes, actions of civil or military authorities.

Commissioners Court - Regular Session **25.**

Meeting Date: 05/18/2021

Kimley Horn 2576 WA2 On Call Traffic Engr

Submitted For: Terron Evertson **Submitted By:** Vicky Edwards, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Work Authorization No 2 in the amount of $50,000.00 to expire December 31, 2023 under Williamson County Contract for Engineering Services between Kimley-Horn and Associates, Inc. and Williamson County dated March 10, 2020 for On-Call Traffic Engineering Services. Funding source: 01.0200.0210.004100.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Kimley Horn 2576 WA2 On Call Traffic Engr

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	05/10/2021 02:39 PM
County Judge Exec Asst.	Andrea Schiele	05/11/2021 08:31 AM
Form Started By: Vicky Edwards		Started On: 05/10/2021 11:59 AM
Final Approval Date: 05/11/2021		

WORK AUTHORIZATION NO. 2

PROJECT: On-Call Traffic Engineering Services

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated **March 10, 2020** and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Kimley-Horn and Associates, Inc.** (the "Engineer").

Part1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is **$50,000.00.**

Part 3. Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with the Contract.

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on **December 31, 2023**. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Engineer understands and agrees that County's payment of amounts under this Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

Part 7. This Work Authorization is hereby accepted and acknowledged below.

EXECUTED this ____ day of _____, 2021.

ENGINEER:	COUNTY:
Kimley-Horn & Associates, Inc.	Williamson County, Texas
By: _____	By: _____
Signature	Signature
Brian Boecker	Bill Gravell, Jr.
Printed Name	Printed Name
Vice President	Williamson County Judge
Title	Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

Attachment A - Services to be Provided by County

Williamson County will provide a Project Manager and will provide timely reviews and decisions necessary to enable the Engineer to maintain an agreed upon project schedule.

Attachment B - Services to be Provided by Engineer

This project consists of the design and necessary support services for Traffic Engineering and Support Services in Williamson County. The tasks that may be accomplished under this contract will be on an as needed basis to assist with general traffic engineering needs.

Attachment C - Work Schedule

Engineer shall provide a work schedule for the assigned tasks. Work shall begin immediately upon receipt of agreement on the work schedule and authorization to proceed on assigned services.

Attachment D - Fee Schedule

Please see following page.

Exhibit D - Rate Schedule
Williamson County

Kimley-Horn & Associates, Inc.	
Direct Labor	
CATEGORY	**RATE**
Senior Engineer I / Senior Professional I	$210.00
Senior Engineer II / Senior Professional II	$255.00
Professional	$165.00
Analyst	$145.00
Senior Designer	$150.00
CAD Technician	$115.00
Senior Support Staff	$110.00
Support Staff	$95.00
DIRECT EXPENSES	
Postage & shipping (metered/bulk) / month	$150.00
Materials and Shipping / per package	$35.00
Overnight Mail - oversized box / each	$40.00
Courier Services / each	$40.00
Photocopies B/W (8 1/2" X 11") / each	$0.10
Photocopies B/W (11" X 17") / each	$0.20
Photocopies Color (8 1/2" X 11") / each	$0.75
Photocopies Color (11" X 17") / each	$1.25
Digital Ortho Plotting / sheet	$2.50
Plots (B/W on Bond) / square foot	$1.00
Plots (Color on Bond) / square foot	$2.00
Plots (Color on Photographic Paper) / square foot	$5.50
Color Graphics on Foam Board / square foot	$5.50
Presentation Boards up to 48" X 60" Color Mounted / each	$75.00
Outside Printing - Reports (Includes labor and supplies) / each report	$50.00
Report Binding and Tabbing (Includes labor and supplies) / each	$10.00
Reproduction of CD/DVD / each	$30.00
CDs/DVDs / each	$2.00
Cardstock Color (8 1/2" x 11") / each	$2.00
4" X 6" Digital Color Print / picture	$0.50
Historical Aerial Images (Photographs, Negatives, Maps) / each	$100.00
Aerial Photographs (1" = 500' scale) / each	$50.00
Maps and Map Records / each	$2.00
Environmental Field Supplies (lathes, stakes, flagging, spray paint, etc.) / day	$51.00
Noise Meter Rental / per day	$80.00
GPS Receiver (rates applied to actual time GPS units are in use) / hour	$25.00

Commissioners Court - Regular Session **26.**

Meeting Date: 05/18/2021

Awarding IFB #T3485 Crack Seal Services

Submitted For: Joy Simonton **Submitted By:** Andrew Portillo, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on awarding IFB #T3485 Crack Seal Services to the only responsive bidder RHB Construction and authorizing the execution of this agreement.

Background

The Purchasing Department solicited sealed bids for Crack Seal Services. One (1) supplier participated in the solicitation and submitted a bid. The bid received was thoroughly evaluated by the Road and Bridge Department, and it was determined that RHB Construction's bid was competitively priced at $384,625.00. Department point of contact is James Williams. Funding source 01.0200.0210.003599.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Award Letter

bid tab

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	05/13/2021 10:05 AM
County Judge Exec Asst.	Andrea Schiele	05/13/2021 10:07 AM
Form Started By: Andrew Portillo		Started On: 04/13/2021 12:38 PM
Final Approval Date: 05/13/2021		

WILLIAMSON COUNTY
1848

May 11, 2021

Ms. Joy Simonton
Director/Purchasing Agent
Williamson County Purchasing Department
100 Wilco Way, Suite P101
Georgetown, Texas 78626

Subject: Recommendation for IFB #T3485 – Crack Seal Services

After reviewing all the pertinent information, we have concluded that RHB Construction, Inc. submitted the overall lowest and best offer for the T3485 bid, Crack Seal Services. I recommend to the Williamson County Commissioners Court that they award RHB Construction, Inc. the vendor for IFB #T3485 – Crack Seal Services.

Please feel free to contact me if you have any questions or concerns.

Sincerely,

Robert B. Daigh, P.E.
Sr. Director of Infrastructure
Williamson County, TX

ITEM #	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE
1	Mobilization	1	EA	10,000
2	Cost per crew (as defined in the General Notes and Technical Specs)	1500 HRS	Hour	249.75

Commissioners Court - Regular Session **27.**

Meeting Date: 05/18/2021

Authorize issuing T4230 CR 258 Milling, Sealing and Overlay

Submitted For: Joy Simonton **Submitted By:** Kim Chappius, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for T4230 IFB CR 258 Milling, Sealing and Overlay.

Background

Williamson County is seeking qualified Contractors to provide materials, experienced full-depth repair, milling, sealing, overlay, and striping crews and equipment to resurface CR 258 from US 183 to 375 east of Sunset Ridge. Department point of contact is Terron Evertson. Funding Source is 01.0200.0210.003599 for FY2021. Estimated budget: $592,716.00.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	05/13/2021 10:17 AM
County Judge Exec Asst.	Andrea Schiele	05/13/2021 10:34 AM
Form Started By: Kim Chappius		Started On: 05/10/2021 02:58 PM
Final Approval Date: 05/13/2021		

Commissioners Court - Regular Session **28.**

Meeting Date: 05/18/2021

Authorize issuing T4220 IFB CR 313 From 1100' E of IH35 to 580' E of CR 332 Milling, Sealing and Overlay

Submitted For: Joy Simonton **Submitted By:** Kim Chappius, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for T4220 IFB CR 313 From 1100' E of IH35 to 580' E of CR 332 Milling, Sealing and Overlay.

Background

Williamson County is seeking qualified Contractors to provide materials, experienced full depth repair, milling, sealing, overlay, and striping crews and equipment to resurface CR 313 from 1100' East of IH-35 to 580' East of CR 332. Department point of contact is Terron Evertson. Funding Source is 01.0200.0210.003599 for FY2021. Estimated Budget: $806,486.00.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	05/13/2021 10:26 AM
County Judge Exec Asst.	Andrea Schiele	05/13/2021 10:35 AM
Form Started By: Kim Chappius		Started On: 05/11/2021 10:13 AM
Final Approval Date: 05/13/2021		

Commissioners Court - Regular Session **29.**

Meeting Date: 05/18/2021

Advertisement Approval T4187 IFB CR 175, Great Oaks Dr, Parkside Pkwy Milling, Sealing and Overlay

Submitted For: Joy Simonton **Submitted By:** Andrew Portillo, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for as T4187 IFB CR 175, Great Oaks Dr, Parkside Pkwy Milling, Sealing and Overlay.

Background

Williamson County is seeking qualified Contractors to provide materials, experienced milling, sealing, overlay, and striping crews and equipment to resurface segments of CR 175, Great Oaks Dr, and Parkside Pkwy. This contract duration shall be for one (1) year. Estimated contract amount is $1,138,341.00. Terron Evertson is the Road and Bridge Department contact. This expenditure will be charged to 01.0200.0210.003599.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	05/13/2021 08:48 AM
County Judge Exec Asst.	Andrea Schiele	05/13/2021 09:25 AM
Form Started By: Andrew Portillo		Started On: 05/11/2021 01:35 PM
Final Approval Date: 05/13/2021		

Commissioners Court - Regular Session **30.**

Meeting Date: 05/18/2021

Final plat for the Matthew 7 25 subdivision – Pct 4

Submitted For: Terron Evertson **Submitted By:** Adam Boatright, Infrastructure

Department: Infrastructure **Division:** Road & Bridge

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approval of the final plat for the Matthew 7:25 subdivision – Precinct 4.

Background

This subdivision consists of 1 lot and no new public roads.

Timeline

2021-03-12 – initial submittal of the final plat application
2021-04-07 – 1st review complete with comments
2021-04-19 – 2nd submittal of final plat
2021-04-28 – 2nd review complete with comments
2021-04-29 – 3rd submittal of final plat
2021-04-30 – 3rd review complete with comments cleared
2021-05-10 – receipt of final plat with signatures
2021-05-13 – final plat placed on the May 18, 2021 Commissioners Court agenda for consideration

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

final plat - Matthew 7 25

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	05/13/2021 12:05 PM
Form Started By: Adam Boatright		Started On: 05/13/2021 11:37 AM
Final Approval Date: 05/13/2021		

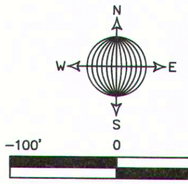
FINAL PLAT
MATTHEW 7:25 SUBDIVISION

THOMAS A. GRAVES SURVEY
ABSTRACT 252
WILLIAMSON COUNTY, TEXAS

OWNER INFO:
PAULA CHRISANNE BROWN BRYANT
3601 COUNTY ROAD 464
ELGIN, TEXAS 78621
PAULA@EWOODROW.COM
512-567-9256

LEGEND

1/2" IRON ROD FOUND	●
CAPPED IRON ROD FOUND "Bryan Tech Services"	○
CAPPED IRON ROD SET STAMPED "RPLS 5548"	◎
CAPPED IRON ROD SET STAMPED "RPLS 2218"	▣
CAPPED IRON ROD FOUND	◉
60-D NAIL AS CALLED FOR DOC# 2002043640 OPRWCT	⧋
UNDERGROUND UTILITY SIGN	⊠
OFFICIAL RECORDS WILLIAMSON COUNTY TX	ORWCT
OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY TX	OPRWCT
FENCE	—x—x—x—x—
OVERHEAD ELECTRIC	—OH—OH—OH—



Paula Chrisanne Brown Bryant
Executor's Special Warranty Deed
Document No. 2002043640 OPRWCT
A Remainder Of A Called 108.46 Acres of Land

NUM	BEARING	DISTANCE
L1	N28°45'02"E	53.11'

LOT 1, 3.50 Acres

Molly Thomas and husband, Bruce Phillip Thomas, Jr.
General Warranty Deed (with Vendor's Lien)
Document No. 2018100194 OPRWCT
Called 3.00 Acres of Land

Bruce Phillip Thomas, Jr.
and Molly A. Thomas
Deed of Trust
Document No. 2020117471 OPRWCT
Called 15.000 Acres of Land

COUNTY ROAD NUMBER 464

COUNTY ROAD NUMBER 468

PAVEMENT

(42' R.O.W. to be dedicated)

(20' MWSC EASEMENT)

52' R.O.W.

23.8' Centerline of Paved Road to R.O.W.

24.0' Centerline of Paved Road to R.O.W.

N60°20'36"W 632.15'

N60°20'36"W 106.56'

N60°29'50"W 147.53'

S60°18'35"E 200.34'

S61°16'23"E 297.68'

S61°35'34"E 376.00'

S60°25'34"E 254.09'

N28°45'02"E 600.03'

S28°45'02"W 600.00'

N60°25'11"W 198.96'

N28°45'02"E 241.61'

S60°27'47"E 886.20'

N29°32'13"E 1487.01'

S29°32'13"W 883.55'

N28°43'05"E 653.50'

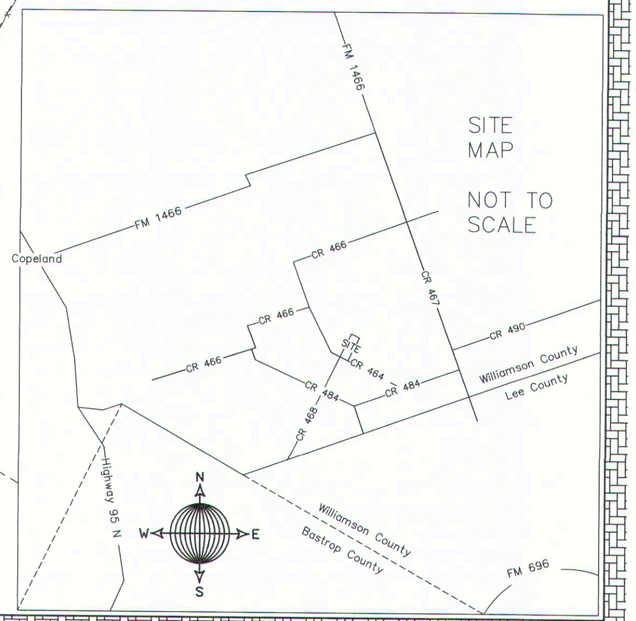
28.9'

26.7'

L1

Culvert Table

Lot Number	Culvert Length (ft)	Culvert Size (Inches)	Upstream Invert (ft.)	Downstream Invert (ft.)
1	27.00	21"x15" CMP	603.40	603.20



FIELD NOTES:

SURVEY OF 3.50 ACRES OF LAND IN THE THOMAS A. GRAVES SURVEY, ABSTRACT NUMBER 252, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF THAT CALLED 108.46 ACRES OF LAND DESCRIBED TO PAULA CHRISANNE BROWN BRYANT IN THAT CERTAIN EXECUTOR'S SPECIAL WARRANTY DEED RECORDED IN DOCUMENT 2002043640, OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS, SAID 3.50 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a capped iron rod found stamped 'Bryan Tech Servies' found for the south corner of the herein described 3.50 acres of land, same being a point on the southeast line of the Bryant 108.46 acres of land and a point on the north right-of-way line of County Road 464, the right-of-way width of which is as found occupied and used upon the ground;

THENCE North 60°29'50" West, a distance of 147.53 feet along the common dividing line of the said county road and the slad Bryant 108.46 acres of land to a orange capped iron rod found for an angle corner of the said 3.50 acres of land and a point on last said common dividing line;

THENCE North 60°20'36" West, a distance of 106.56 feet along the common dividing line of the said county road and the said Bryant 108.46 acres of land to a capped iron set stamped 'RPLS 5548' set for the west corner of the said 3.50 acres of land and a point on the common dividing line;

FIELD NOTES (CONT)

THENCE severing from said and crossing over the said Bryant 108.46 acres of land the following two (2) courses and distances: 1) North 28°45'02" East, a distance of 600.03 feet to a capped iron rod set stamped 'RPLS 5548' for the north corner of the said 3.50 acres of land, same being an interior angle corner of the remainder of the said Bryant 108.46 acres of land, 2) South 60°25'34" East, a distance of 254.09 feet to a capped iron rod set stamped 'RPLS 5548' for the east corner of the said 3.50 acres of land, same being a point on the northwest line of the said Thomas 3.00 acres of land;

THENCE South 28°45'02" West, a distance of 600.00 feet coindent with the northwest line of the said Thomas 3.00 acres of land to the POINT OF BEGINNING and containing 3.50 acres of land, more or less within the metes and bounds. land, more or less within the metes and bounds.

FINAL PLAT
MATTHEW 7:25 SUBDIVISION

OWNER INFO:
PAULA CHRISANNE BROWN BRYANT
3601 COUNTY ROAD 464
ELGIN, TEXAS 78621
PAULA@EWOODROW.COM
512-567-9256

FLOOD PLAIN NOTE:

NO LOT IN THIS SUBDIVISION IS ENCROACHED BY A SPECIAL FLOOD HAZARD AREA(S) INUNDATED BY THE 100-YEAR (1% CHANCE) FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 48491C0725F, COMMUNITY NO. 481079, EFFECTIVE DECEMBER 20, 2019, FOR WILLIAMSON COUNTY, TEXAS.

A CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION. THIS CERTIFICATE OF COMPLIANCE IS VALID UNTIL SUCH TIME AS FEMA OR THE COUNTY REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS VICINITY.

FLOODPLAIN ADMINISTRATOR NOTE:

BASED ON THE REPRESENTATIONS OF THE SURVEYOR WHOSE SEAL IS AFFIXED HERETO, AND AFTER A REVIEW OF THE PLAT AS REPRESENTED BY THE SAID SURVEYOR, IT IS DETERMINED THAT THIS PLAT COMPLIES WITH THE REQUIREMENTS OF THE FLOOD DAMAGE PREVENTION ORDER FOR WILLIAMSON COUNTY.

EROSION AND SEDIMENTATION CONTROLS ARE REQUIRED FOR CONSTRUCTION ON EACH LOT, INCLUDING SINGLE-FAMILY AND DUPLEX CONSTRUCTION

IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS RELATING TO THE PLATTING AND DEVELOPMENT OF THIS PROPERTY.

THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OR REPRESENTATIONS BY ANY OTHER PARTIES IN THIS PLAT. FLOODPLAIN DATA, FLOODPLAIN DATA, IN PARTICULAR, MAY CHANGE.

LIDAR DATA PROVIDED BY RACHEL HARTZLER, P.E. TOPOGRAPHIC SURVEY NOT PERFORMED BY THE UNDERSIGNED.

PLAT NOTES:

1. THE BENCHMARKS USED ARE: LCRA SUB-HARN MONUMENT ID: A754, NORTHING: 10015460.5184 EASTING: 3246626.1226 (NAD83) ELEVATION: 362.577 (NAVD 88)
2. WATER SERVICE IS PROVIDED BY: MANVILLE WATER SUPPLY
3. WASTEWATER SERVICE IS PROVIDED BY: OSSF
4. ELECTRIC SERVICE IS PROVIDED BY: BLUEBONNET ELECTRIC
5. RIGHT-OF-WAY EASEMENTS FOR WIDENING ROADWAYS OR IMPROVING DRAINAGE SHALL BE MAINTAINED BY THE LANDOWNER UNTIL ROAD OR DRAINAGE IMPROVEMENTS ARE ACTUALLY CONSTRUCTED ON THE PROPERTY THE COUNTY HAS THE RIGHT AT ANY TIME TO TAKE POSSESSION OF ANY ROAD WIDENING EASEMENT FOR THE CONSTRUCTION, IMPROVEMENT, OR MAINTENANCE OF THE ADJACENT ROAD. THE LANDOWNER ASSUMES ALL RISKS ASSOCIATED WTIH IMPROVMENETS LOCATED IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS. BY PLACING ANYTHING IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS, THE LANDOWNER INDEMNIFIES AND HOLDS THE COUNTY, ITS OFFICERS, AND EMPLOYEES HARMLESS FROM ANY LIABILITY OWING TO PROPERTY DEFECTS OF NEGLIGENCE NOT ATTRIBUTABLE TO THEM AND ACKNOWLEDGES THAT THE IMPROVEMENTS MAY BE REMOVED BY THE COUNTY AND THAT THE OWNER OF THE IMPROVEMENT SHALL BE RESPONSIBLE FOR THE RELOCATION AND/OR REPLACEMENT OF THE IMPROVEMENT.
6. DEVELOPER OR PROPERTY OWNER SHALL BE SOLELY RESPONSIBLE FOR ALL RELOCATION AND MODIFICATIONS TO EXISTING UTILITIES.
7. EXCEPT IN CERTAIN ISOLATED AREAS REQUIRED TO MEET ACCESSIBILITY REQUIREMENTS, THE MINIMUM LOWEST FINISHED FLOOR ELEVATION ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN FIVE FEET OUTSIDE THE PERIMETER OF THE BUILDING, OR ONE FOOT ABOVE THE BFE, WHICHEVER IS HIGHER.
8. PROPERTY OWNER SHALL PROVIDE FOR ACCESS TO ALL EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY GOVERNMENTAL AUTHORITIES.
9. NO BUILDINGS, FENCES, LANDSCAPING OR OTHER STRUCTURES ARE PERMITTED WITHIN DRAINAGE EASEMENTS SHOWN, EXCEPT AS APPROVED BY WILLIAMSON COUNTY.
10. ALL EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR HIS OR HER ASSIGNEES.
11. A WILLIAMSON COUNTY DEVELOPMENT PERMIT IS REQUIRED PRIOR TO ANY SITE DEVELOPMENT.
12. BEARING BASIS, GRID NORTH, LAMBERT CONFORMAL PROJECTION, UNITED STATES STATE PLANE COORDINATE SYSTEM, TEXAS CENTRAL ZONE, 4203, NAD83
13. ALL SIDEWALKS SHALL BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.
14. A CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION. THIS CERTIFICATE OF COMPLIANCE IS VALID UNTIL SUCH TIME AS FEMA OR THE COUNTY REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS VICINITY.
15. THIS DEVELOPMENT IS CONSIDERED EXEMPT FROM ON-SITE STORMWATER DETENTION CONTROLS BASED ON WILLIAMSON COUNTY SUBDIVISION REGULATION B11.1.3, WHICH STATES THAT A PROPOSED DEVELOPMENT MAY BE CONSIDERED EXEMPT FROM PROVIDING ON-SITE STORMWATER DETENTION IF ALL LOTS ARE 2 ACRES OR MORE AND LESS THAN 20% OF IMPERVIOUS COVER PER LOT

EASEMENTS, BUILDING LINES AND/OR CONDITIONS OF RECORD PER GF# 2074103-ELG PER INDEPENDENCE TITLE COMPANY

10.g.Easement granted to Seminole Pipeline Company by instrument recorded in Volume 835, Page 921, Deed Records, Williamson County, Texas MAY AFFECT TRACT

STATE OF TEXAS }{
COUNTY OF WILLIAMSON }{

KNOWN ALL MEN BY THESE PRESENTS

I, ROBERT STEUBING, R.P.L.S., DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ACCURATE ON THE GROUND SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS SHOWN HEREON WERE PROPERLY PLACED, UNDER MY PERSONAL SUPERVISION, IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF WILLIAMSON COUNTY, TEXAS.

THIS TRACT IS NOT LOCATED IN THE EDWARDS AQUIFER RECHARGE ZONE.

Robert C. Steubing 05/06/2021

ROBERT C. STEUBING REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5548
525 TAHITIAN DRIVE
BASTROP, TEXAS
PH. (512) 585-1388

STATE OF TEXAS · REGISTERED · ROBERT C. STEUBING · 5548 · PROFESSIONAL · LAND SURVEYOR

PLAT NOTES (CONTINUED):

16. IMPROVEMENTS WITHIN THE COUNTY ROAD RIGHT-OF-WAY INCLUDING, BUT NOT LIMITED TO, LANDSCAPING, IRRIGATION LIGHTING, CUSTOM SIGNS, IS PROHIBITED WITHOUT FIRST OBTAINING AN EXCUTED LICENSE AGREEMENT WITH WILLIAMSON COUNTY.
17. ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS.
18. IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS RELATING TO THE PLATTING AND DEVELOPMENT OF THIS PROPERTY.
19. MAINTENANCE RESPONSIBILITY FOR DRAINAGE WILL NOT BE ACCEPTED BY THE COUNTY OTHER THAN THAT ACCEPTED IN CONNECTION WITH DRAINING OR PROTECTING THE ROAD SYSTEM. MAINTENANCE RESPONSIBILITY FOR STORM WATER MANAGEMENT CONTROLS WILL REMAIN WITH THE OWNER.
20. RURAL MAILBOXES SHALL BE SET THREE FEET FROM THE EDGE OF THE PAVEMENT OR BEHIND CURBS, WHEN USED. ALL MAILBOXES WITHIN COUNTY ARTERIAL RIGHT-OFWAY SHALL MEET THE CURRENT TXDOT STANDARDS. ANY MAILBOX THAT DOES NOT MEET THIS REQUIREMENT MAY BE REMOVED BY WILLIAMSON COUNTY.

GRANTOR SHALL HAVE THE RIGHT TO USE THE SURFACE OF THE EASEMENT TRACT FOR THOSE PURPOSES WHICH DO NOT CONFLICT WITH GRANTEE'S SUBSURFACE USE BUT SHALL KEEP THE EASEMENT TRACT FREE AND CLEAR OF BUILDINGS, LANDSCAPING, TREES, FENCES OR WALLS, COMMERCIAL SIGNAGE, AND ENTRY-WAY MONUMENT SIGNS. IN THE EVENT GRANTOR INSTALLS A DRIVEWAY OVER AND ACROSS THE EASEMENT HEREIN GRANTED, ALL MANVILLE LINES BENEATH THE SAID DRIVEWAY SHALL BE SLEEVED AT GRANTOR'S EXPENSE. GRANTOR SHALL NOT CONSTRUCT ANY OBSTRUCTION ON THE EASEMENT PROPERTY, AND ANY IMPROVEMENT MADE BY GRANTOR MUST COMPLY WITH ALL APPLICABLE MUNICIPAL OR OTHER GOVERNMENTAL ORDINANCES, CODES, AND ENGINEERING GUIDELINES. GRANTOR SHALL OBTAIN GRANTEE'S PERMISSION AND APPROVAL PRIOR TO THE START OF CONSTRUCTION OF IMPROVEMENTS.

IN THE EVENT THAT THE SURFACE CONDITION OF THE EASEMENT TRACT IS DISTURBED AS A RESULT OF ANY MAINTENANCE, REPAIR, OR CONSTRUCTION ACTIVITIES BY GRANTEE OR ITS AGENTS, EMPLOYEES OR CONTRACTORS, WITHIN THE EASEMENT, GRANTEE SHALL BE RESPONSIBLE TO RESTORE THE EASEMENT PROPERTY ARISING FROM SUCH DISTURBANCE. IN THE EVENT GRANTEE IS REQUIRED TO REMOVE OR ALTER UNAUTHORIZED SURFACE IMPROVEMENTS WITHIN THE EASEMENT, GRANTEE SHALL HAVE NO RESPONSIBILITY FOR REPAIR OR RESTORATION OF THE EASEMENT PROPERTY ARISING FROM SUCH DISTURBANCE. GRANTEE SHALL BE SOLELY RESPONSIBLE FOR PERFORMING ALL MAINTENANCE AND REPAIR OF THE FACILITIES AND AGREES TO MAINTAIN ALL THE FACILITIES IN A GOOD CONDITION AND REPAIR AT ALL TIMES. GRANTEE HAS FULL RESPONSIBILITY FOR THE IMPROVEMENT AND MAINTENANCE OF THE EASEMENT PROPERTY. GRANTEE IS AUTHORIZED TO REMOVE AND RELOCATE VEGETATION FENCES OR OTHER IMPROVEMENTS ON THE EASEMENT PROPERTY OR ALONG ITS BOUNDARY LINES WHEN NECESSARY, IN THE JUDGMENT OF GRANTEE, TO CONSTRUCT, MAINTAIN, REPAIR, REMOVE OR REPLACE THE FACILITIES. GRANTEE SHALL NOT BE REQUIRED TO REPAIR OR REPLACE TO THEIR ORIGINAL CONDITION ANY LANDSCAPING, VEGETATION, DRIVEWAYS, PARKING AREAS OR OTHER IMPROVEMENTS ON THE EASEMENT PROPERTY THAT ARE OR MAY BE DAMAGED IN CONNECTION WITH THE PLACEMENT, CONSTRUCTION, INSTALLATION, REPLACEMENT, REPAIR, MAINTENANCE, RELOCATION, REMOVAL OR OPERATION OF THE PERMITTED FACILITIES WITHIN THE EASEMENT.

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS 10 DAY OF May 2021, A.D.

Cindy Bridges
WILLIAMSON COUNTY ADDRESSING COORDINATOR
Cindy Bridges

INITIAL DATE:	10/29/2020
REVISION DATE:	11/23/2020
REVISION DATE:	12/10/2020
REVISION DATE:	1/19/2021
REVISION DATE:	04/15/2021

STATE OF TEXAS }{
COUNTY OF WILLIAMSON }{

I, PAULA CHRISANNE BROWN BRYANT, SOLE OWNER OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NUMBER 2002043640 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DO HEREBY SUBDIVIDE SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS, SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE, AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS. THIS SUBDIVISION IS TO BE KNOWN AS:

MATTHEW 7:25 SUBDIVISION

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 7th DAY OF May 2021.

Paula Chrisanne Brown Bryant
PAULA CHRISANNE BROWN BRYANT
3601 COUNTY ROAD 464
ELGIN, TEXAS 78621

STATE OF TEXAS }{
COUNTY OF WILLIAMSON }{

BEFORE ME THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED PAULA CHRISANNE BROWN BRYANT KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT SHE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED.

GIVE UNDER MY HAND AND SEAL OF OFFICE THIS 7th DAY OF May 2021, A.D.

B Fowler
NOTARY PUBLIC IN AND
FOR THE STATE OF TEXAS

B. FOWLER · Notary Public, State of Texas · Comm. Expires 10-29-2022 · Notary ID 131775916

BASED UPON THE ABOVE REPRESENTATIONS OF THE ENGINEER OR SURVEYOR WHOSE SEAL IS AFFIXED HERETO, AND AFTER A REVIEW OF THE PLAT AS REPRESENTED BY THE SAID ENGINEER OR SURVEYOR, I FIND THAT THIS PLAT COMPLIES WITH THE REQUIREMENTS OF EDWARDS AQUIFER REGULATIONS FOR WILLIAMSON COUNTY AND WILLIAMSON COUNTY ON-SITE SEWAGE FACILITY REGULATIONS. THIS CERTIFICATION IS MADE SOLELY UPON SUCH REPRESENTATIONS AND SHOULD NOT BE RELIED UPON FOR VERIFICATIONS OF THE FACTS ALLEGED. THE WILLIAMSON COUNTY ENGINEER'S OFFICE AND WILLIAMSON COUNTY DISCLAIMS ANY RESPONSIBILITY TO ANY MEMBER OF THE PUBLIC FOR INDEPENDENT VERIFICATION OF THE REPRESENTATIONS, FACTUAL OR OTHERWISE, CONTAINED IN THIS PLAT AND THE DOCUMENTS ASSOCIATED WITH IT.

FOR Adam D. Boatright
J. TERRON EVERTSON, P.E., D.R. C.F.M. Adam D. Boatright
WILLIAMSON COUNTY ENGINEER

May 12, 2021
DATE

STATE OF TEXAS }{
COUNTY OF WILLIAMSON }{

KNOW ALL MEN BY THESE PRESENTS:

I, BILL GRAVELL, JR., COUNTY JUDGE OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS MAP OR PLAT, WITH FIELD NOTES HEREON, FOR A SUBDIVISION HAVING BEEN FULLY PRESENTED TO THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS, AND BY THE SAID COURT DULY CONSIDERED, WERE ON THIS DAY APPROVED AND THAT THIS PLAT IS AUTHORIZED TO BE REGISTERED AND RECORDED IN THE PROPER RECORDS OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

BILL GRAVELL, COUNTY JUDGE
WILLIAMSON COUNTY, TEXAS

DATE

STATE OF TEXAS }{
COUNTY OF WILLIAMSON }{

I, NANCY E. RISTER, COUNTY CLERK OF THE COUNTY COURT OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING AND ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE _____ DAY OF _____, 2021, A.D. AT _____ O'CLOCK ____ .M., IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY IN INSTRUMENT NO._____ TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN GEORGETOWN, TEXAS, THE DATE LAST SHOWN ABOVE WRITTEN.

DEPUTY

COUNTY CLERK WILLIAMSON COUNTY, TEXAS

Commissioners Court - Regular Session **31.**

Meeting Date: 05/18/2021

Final plat for the Ranches at Pecan Creek subdivision – Pct 4

Submitted For: Terron Evertson **Submitted By:** Adam Boatright, Infrastructure

Department: Infrastructure **Division:** Road & Bridge

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approval of the final plat for the Ranches at Pecan Creek subdivision – Precinct 4.

Background

This subdivision consists of 10 lots and no new public roads.

Timeline

2021-04-02 – initial submittal of the final plat application
2021-04-30 – 1st review complete with comments
2021-05-03 – 2nd submittal of final plat
2021-05-10 – 2nd review complete with minor comments
2021-05-10 – 3rd submittal of final plat
2021-05-11 – 3rd review complete with comments cleared
2021-05-12 – receipt of final plat with signatures
2021-05-13 – final plat placed on the May 18, 2021 Commissioners Court agenda for consideration

Fiscal Impact

From/To	Acct No.	Description	Amount

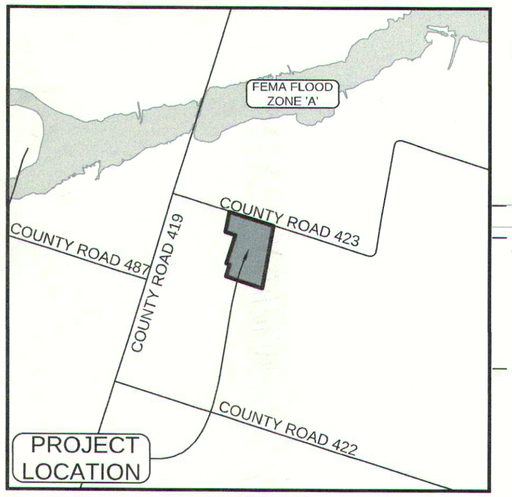
Attachments

final plat - Ranches at Pecan Creek

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	05/13/2021 12:06 PM
Form Started By: Adam Boatright		Started On: 05/13/2021 11:41 AM
Final Approval Date: 05/13/2021		

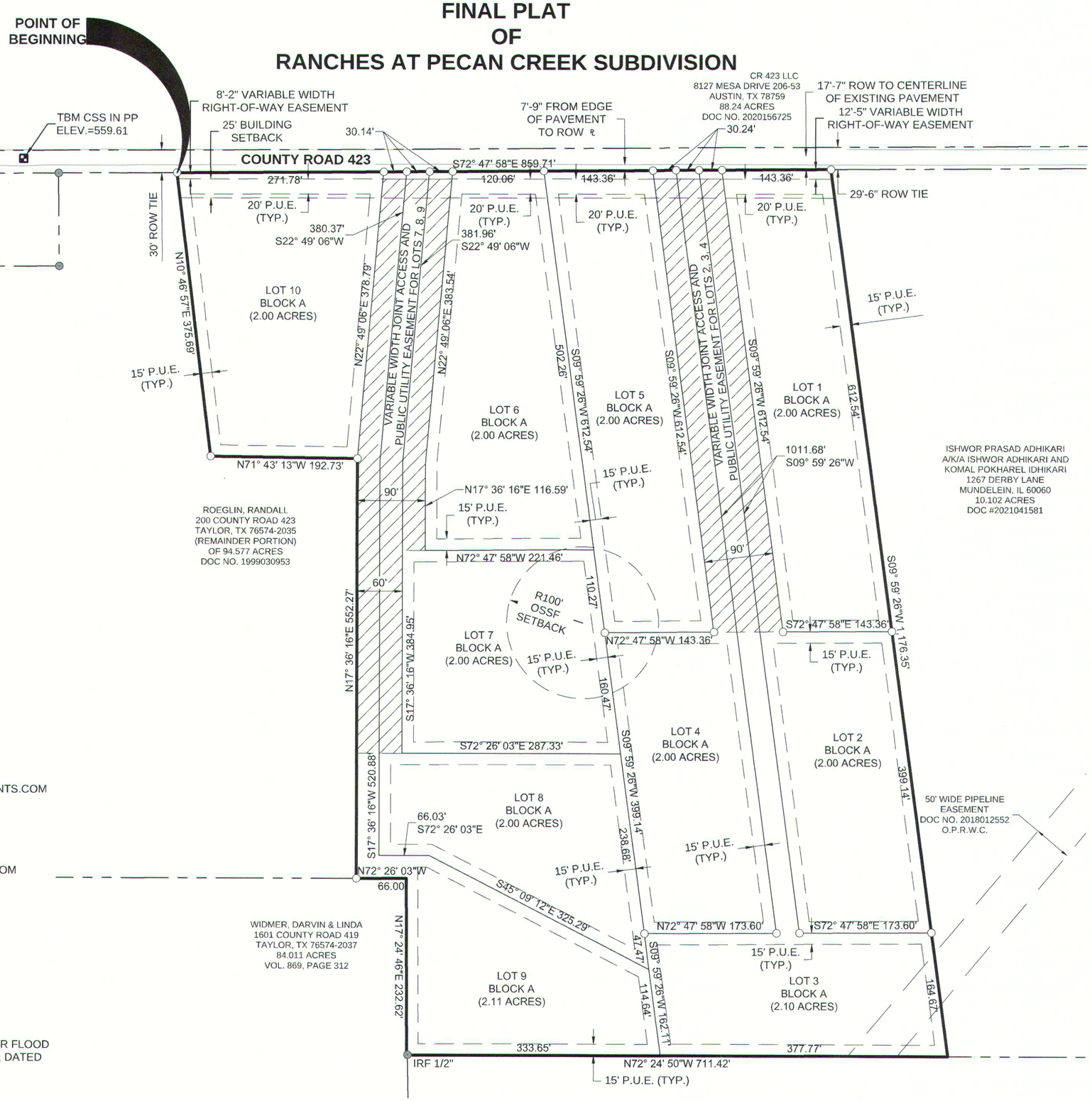
FINAL PLAT
OF
RANCHES AT PECAN CREEK SUBDIVISION



VICINITY MAP
SCALE=1"=2,000'

LEGEND

○	IRON ROD SET, CAPPED "BTS"
●	IRON ROD FOUND
■	BENCHMARK
P.U.E.	PUBLIC UTILITY EASEMENT
ROW	RIGHT-OF-WAY



0 100 200
SCALE: 1"=100'

BEARINGS CITED HEREON BASED ON STATE PLANE COORDINATES, GRID NORTH, CENTRAL ZONE, TEXAS NAD 83 (93).

OWNER: SCOTT SENTENEY
RANCHES AT PECAN CREEK, LLC.
100 E WHITESTONE BLVD. STE 148 #218
CEDAR PARK, TEXAS 78613
PHONE 417.689.0707
E-MAIL SSENTENEY@PREMIERLANDINVESTMENTS.COM

SURVEYOR: BRUCE BRYAN, RPLS
BYRAN TECHNICAL SERVICES, INC.
911 NORTH MAIN
TAYLOR, TEXAS 76574
PHONE 512.352.9090
E-MAIL BRUCE@BRYANTECHNICALSERVICES.COM

ENGINEER: JENNIFER HENDERSON, P.E.
HENDERSON PROFESSIONAL ENGINEERS
FIRM F-22208
600 ROUND ROCK WEST DRIVE, SUITE 604
ROUND ROCK, TEXAS 78681
PHONE 512.350.6228
E-MAIL JEN@HENDERSONPE.COM

SUBMITTAL DATE: 4/2/2021

ORIGINAL SURVEY: PEDRO ZARAZA SURVEY
ABSTRACT NO. 14

FEMA FLOODPLAIN: THERE IS NO ENCROACHMENT OF THE 100 YEAR FLOOD PLAIN AS SHOWN ON FIRM PANEL 48491C0375F, DATED DECEMBER 20, 2019

TOTAL ACREAGE: 20.21 AC.

TOTAL LOTS: 10

NEW STREETS: NO NEW STREETS ARE PLANNED

DRIVEWAY TABLE

LOT	DRAINAGE AREA (Ac.)	10-YR FLOW RATE (cfs)	DRIVEWAY TYPE
10	0.18	0.742	DIP STYLE
7,8,9	0.06	0.249	DIP STYLE
6	0.00	0.000	DIP STYLE
5	0.10	0.406	DIP STYLE
2,3,4	0.18	0.726	DIP STYLE
1	0.25	1.041	DIP STYLE

SHEET 01 OF 03

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HPE Civil Engineering
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PELS FIRM #F-22208
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WBE210166 | HUB 1853873845300

FINAL PLAT
OF
RANCHES AT PECAN CREEK SUBDIVISION

FIELD NOTES:

THESE NOTES DESCRIBE THAT CERTAIN TRACT OF LAND LOCATED IN THE PEDRO ZARZA SURVEY, ABSTRACT NO. 14, SITUATED IN WILLIAMSON COUNTY, TEXAS; SUBJECT TRACT BEING A PART OF AND OUT OF A CALLED "70.716 ACRES" CONVEYED IN A GENERAL WARRANTY DEED FROM 2014 CR 423 71, LLC, A TEXAS LIMITED LIABILITY COMPANY, DATED 3-31-2021 AND RECORDED IN DOCUMENT NO. 2021047187 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY (OPRWC); BEING SURVEYED ON THE GROUND UNDER THE DIRECT SUPERVISION OF BRUCE LANE BRYAN, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4249, DURING THE MONTH OF MARCH, 2021, AND BEING MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING: AT A 1/2" IRON ROD FOUND (CAPPED BTS), IN THE SOUTH LINE OF WILLIAMSON COUNTY ROAD NO. 423, BEING IN THE NORTH LINE OF A CALLED "100 ACRES" (RESIDUAL PORTION) CONVEYED IN A WARRANTY DEED FROM RANDALL ROEGLIN, DATED 4-16-1999 AND RECORDED IN DOCUMENT NO. 1999030953 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY (ORWC), SAME BEING THE NORTHWEST CORNER OF SAID "70.716 ACRES" AND ALSO BEING THE NORTHWEST CORNER OF HEREIN DESCRIBED TRACT, FROM WHICH A 1/2" IRON ROD FOUND (CAPPED BTS) AT THE NORTHEAST CORNER OF A CALLED "2.00 ACRES" CONVEYED IN A WARRANTY GIFT DEED FROM RANDALL ROEGLIN TO VALERIE SENIOR, DATED 10-16-2017 AND RECORDED IN DOCUMENT NO. 2017097454 OPRWC BEARS NORTH 72º 47' 58" WEST A DISTANCE OF 155.61 FEET;

THENCE SOUTH 72º 47' 58" EAST WITH THE SOUTH LINE OF SAID "WILLIAMSON COUNTY ROAD NO. 423" AND THE NORTH LINE OF SAID "70.716 ACRES", A DISTANCE OF 859.71 FEET TO A 1/2" IRON ROD SET (CAPPED BTS) AT THE NORTHEAST CORNER OF HEREIN DESCRIBED TRACT; FOUND A 1/2" IRON ROD (CAPPED BTS) AT THE NORTHEAST CORNER OF SAME BEARING SOUTH 72º 47' 58" EAST A DISTANCE OF 1873.95 FEET;

THENCE SOUTH 09º 59' 26" WEST OVER AND ACROSS SAID "70.716 ACRES" A DISTANCE OF 1176.36 FEET TO A 1/2" IRON ROD SET (CAPPED BTS), BEING IN THE SOUTH LINE OF SAID "70.716 ACRES", BEING IN THE NORTH LINE OF CALLED "125.63 ACRES" CONVEYED IN A WARRANTY DEED WITH VENDOR'S LIEN FROM WILLIAM H. KISSMAN, SR TO WILLIAM C. BRYAN, DATED 6-15-2006 AND RECORDED IN DOCUMENT NO. 2006049719 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY (OPRWC), FROM WHICH A 1/2" IRON ROD FOUND (CAPPED BTS) AT THE SOUTHEAST CORNER OF SAID "70.716 ACRES" BEARS SOUTH 72º 22' 03" EAST A DISTANCE OF 1875.79 FEET;

THENCE NORTH 72º 22' 03" WEST WITH THE SOUTH LINE OF SAID "70.716 ACRES", AND THE NORTH LINE OF SAID "125.63 ACRES" A DISTANCE OF 710.35 FEET TO A 1/2" IRON ROD FOUND BEING THE SOUTHWEST CORNER OF SAID "70.716 ACRES", BEING THE NORTHWEST CORNER OF A CALLED "125.63 ACRES", BEING IN THE EAST LINE OF A CALLED "14.02 ACRES" CONVEYED IN A DEED WITH VENDOR'S LIEN FROM EMIL WIDMER, ET UX TO DARVIN WIDMER, ET UX, DATED 2-15-1982 AND RECORDED IN VOLUME 869, PAGE 312 OF THE DEED RECORDS OF WILLIAMSON COUNTY (DRWC);

THENCE NORTH 17º 08' 46" EAST WITH AN EXTERIOR LINE OF SAID "70.716 ACRES" AND THE EAST LINE OF SAID "14.02 ACRES", A DISTANCE OF 232.06 FEET TO A 1-1/2" IRON PIPE FOUND, BEING AN INTERIOR CORNER OF SAID "70.716 ACRES", BEING THE NORTHEAST CORNER OF SAID "14.02 ACRES" AND ALSO BEING AN INTERIOR CORNER OF HEREIN DESCRIBED TRACT;

THENCE NORTH 72º 26' 03" WEST WITH THE AN EXTERIOR LINE OF SAID "70.716 ACRES" AND THE NORTH LINE OF SAID "14.02 ACRES", A DISTANCE OF 66.00 FEET TO A 1/2" IRON ROD FOUND (CAPPED BTS), BEING AN EXTERIOR CORNER OF SAID "70.716 ACRES" AND ALSO BEING AN EXTERIOR CORNER OF HEREIN DESCRIBED TRACT, FROM WHICH A 1/2" IRON ROD FOUND (CAPPED BTS) IN THE NORTH LINE OF SAID "14.02 ACRES", IN THE SOUTH LINE OF SAID "100 ACRES" (RESIDUAL PORTION) AND AT THE SOUTHEAST CORNER OF A CALLED "2.00 ACRES" CONVEYED IN A GENERAL WARRANTY DEED FROM LEA MICHELE RHOADES TO LEA MICHELE RHOADES AND CHARLIE W. BADGETT, DATED 12-5-2013 AND RECORDED IN DOCUMENT NO. 2013114159 OPRWC, BEARS NORTH 72º 26' 03" WEST A DISTANCE OF 1000.94 FEET;

THENCE NORTH 17º 36' 16" EAST WITH AN EXTERIOR LINE OF SAID "70.716 ACRES", A DISTANCE OF 552.27 FEET TO A 1/2" IRON ROD FOUND (CAPPED BTS), BEING AN INTERIOR ANGLE CORNER OF HEREIN DESCRIBED TRACT;

THENCE NORTH 71º 43' 13" WEST WITH AN EXTERIOR LINE OF SAID "70.716 ACRES", A DISTANCE OF 192.73 FEET TO A 1/2" IRON ROD FOUND (CAPPED BTS), BEING AN EXTERIOR ANGLE CORNER OF HEREIN DESCRIBED TRACT;

THENCE NORTH 10º 46' 57" EAST WITH AN EXTERIOR LINE OF SAID "70.716 ACRES", A DISTANCE OF 375.69 FEET TO THE PLACE OF BEGINNING, CONTAINING ACCORDING TO THE DIMENSIONS HEREIN STATED, AN AREA OF 20.204 ACRES.

NOTE: BEARINGS AND COORDINATES RECITED HEREIN BASED ON TEXAS PLANE COORDINATE SYSTEM (CENTRAL ZONE) NAD 83/93 ADJUSTMENT.

NOTES:

1. NO LOT SHOWN ON THIS PLAT MAY BE FURTHER SUBDIVIDED.
2. MAINTENANCE RESPONSIBILITY FOR DRAINAGE WILL NOT BE ACCEPTED BY THE COUNTY OTHER THAN THAT ACCEPTED IN CONNECTION WITH DRAINING OR PROTECTING THE ROAD SYSTEM. MAINTENANCE RESPONSIBILITY FOR STORM WATER MANAGEMENT CONTROLS WILL REMAIN WITH THE OWNERS.
3. WATER SERVICE IS PROVIDED BY: SOUTHEWEST MILAM WATER
   WASTEWATER SERVICE IS PROVIDED BY: OSSF
4. NO LOT IN THIS SUBDIVISION IS ENCROACHED BY A SPECIAL FLOOD HAZARD AREA INUNDATED BY THE 100-YEAR (1% CHANCE) FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 48491C0375F, EFFECTIVE DATE DECEMBER 20, 2019 FOR WILLIAMSON COUNTY, TEXAS.
5. A CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION. THIS CERTIFICATE OF COMPLIANCE IS VALID UNTIL SUCH TIME AS FEMA OR THE COUNTY REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS VICINITY.
6. THIS DEVELOPMENT IS CONSIDERED EXEMPT FROM ON-SITE STORMWATER DETENTION CONTROLS BASED ON WILLIAMSON COUNTY SUBDIVISION REGULATION B11.1.3, WHICH STATES THAT A PROPOSED DEVELOPMENT MAY BE CONSIDERED EXEMPT FROM PROVIDING ON-SITE STORMWATER DETENTION IF ALL LOTS ARE 2 ACRES OR MORE AND LESS THAN 20% OF IMPERVIOUS COVER PER LOT.
7. NO LOT IN THIS SUBDIVISION IS ENCROACHED BY A SPECIAL FLOOD HAZARD AREA(S) INUNDATED BY THE 100-YEAR (1% CHANCE) FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 48491C0375F, EFFECTIVE DATE DECEMBER 20, 2019 FOR WILLIAMSON COUNTY, TEXAS.
8. IMPROVEMENTS WITHIN THE COUNTY ROAD RIGHT OF WAY INCLUDING, BUT NO LIMITED TO, LANDSCAPING, IRRIGATION, LIGHTING, CUSTOM SIGNS, IS PROHIBITED WITHOUT FIRST OBTAINING A LICENSE AGREEMENT WITH WILLIAMSON COUNTY.
9. DRIVEWAY SPACING ON WILLIAMSON COUNTY ROADS SHALL BE NO CLOSER THAN 100 FT MEASURED FROM CENTER TO CENTER.
10. A JOINT ACCESS EASEMENT IS HEREBY DEDICATED FOR LOTS 2, 3 AND 4. THIS JOINT ACCESS EASEMENT SHALL BE A PRIVATE ROAD CALLED "TIANNA DRIVE."
11. A JOINT ACCESS EASEMENT IS HEREBY DEDICATED FOR LOTS 7, 8 AND 9. THIS JOINT ACCESS EASEMENT SHALL BE A PRIVATE ROAD CALLED "KAMDIN DRIVE."

OWNER'S RESPONSIBILITY

IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS RELATING TO THE PLATTING AND DEVELOPMENT OF THIS PROPERTY.

THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOODPLAIN DATA, IN PARTICULAR, MAY CHANGE. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE ROADS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.

ROAD WIDENING EASEMENTS

RIGHT-OF-WAY EASEMENTS FOR WIDENING ROADWAYS OR IMPROVING DRAINAGE SHALL BE MAINTAINED BY THE LANDOWNER UNTIL ROAD OR DRAINAGE IMPROVEMENTS ARE ACTUALLY CONSTRUCTED ON THE PROPERTY. THE COUNTY HAS THE RIGHT AT ANY TIME TO TAKE POSSESSION OF ANY ROAD WIDENING EASEMENT FOR THE CONSTRUCTION, IMPROVEMENT OR MAINTENANCE OF THE ADJACENT ROAD.

THE LANDOWNER ASSUMES ALL RISKS ASSOCIATED WITH IMPROVEMENTS LOCATED IN THE RIGHT-OF-WAY WIDENING EASEMENTS. BY PLACING ANYTHING IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS, THE LANDOWNER INDEMNIFIES AND HOLDS THE COUNTY, ITS OFFICERS, AND EMPLOYEES HARMLESS FROM ANY LIABILITY OWING TO PROPERTY DEFECTS OR NEGLIGENCE NOT ATTRIBUTED TO THEM AND ACKNOWLEDGES THAT THE IMPROVEMENTS MAY BE REMOVED BY THE COUNTY AND THAT THE OWNER OF THE IMPROVEMENTS SHALL BE RESPONSIBLE FOR THE RELOCATION AND/OR REPLACEMENT OF THE IMPROVEMENT.

RURAL MAILBOXES

RURAL MAILBOXES SHALL BE SET THREE FEET FROM THE EDGE OF THE PAVEMENT OR BEHIND CURBS, WHEN USED. ALL MAILBOXES WITHIN COUNTY ARTERIAL RIGHT-OF-WAY SHALL MEET THE CURRENT TXDOT STANDARDS. ANY MAILBOX THAT DOES NOT MEET THIS REQUIREMENT MAY BE REMOVED BY WILLIAMSON COUNTY.

SIDEWALK MAINTENANCE

ALL SIDEWALKS WITHIN THIS SUBDIVISION ARE TO BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.

MINIMUM FINISHED FLOOR ELEVATION

EXCEPT IN AREAS REQUIRED TO MEET LEGAL ACCESSIBILITY REQUIREMENTS, THE MINIMUM FINISHED FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN FIVE FEET OUTSIDE THE PERIMETER OF THE BUILDING, OR AT LEAST ONE FOOT ABOVE THE BFE, WHICHEVER IS HIGHER.

STORMWATER MANAGEMENT NOTES

THIS DEVELOPMENT IS CONSIDERED EXEMPT FROM ON-SITE STORMWATER DETENTION CONTROLS BASED ON WILLIAMSON COUNTY SUBDIVISION REGULATION B11.1.3. WHICH SATES THAT A PROPOSED DEVELOPMENT MAY BE CONSIDERED EXEMPT FROM PROVIDING ON-SITE STORMWATER DETENTION IF ALL LOTS ARE 2 ACRES OR MORE AND LESS THAN 20% OF IMPERVIOUS COVER PER LOT.

SHEET
02 OF 03

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WBE210166 | HUB 1853873845300

FINAL PLAT
OF
RANCHES AT PECAN CREEK SUBDIVISION

STATE OF TEXAS §
. §
COUNTY OF WILLIAMSON §

KNOW ALL MEN BY THESE PRESENTS

WE, RANCHES AT PECAN CREEK, LLC., OWNER OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2021047187 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DO HEREBY STATE THAT THERE ARE NO LIEN HOLDERS OF THE CERTAIN TRACT OF LAND, AND DO HEREBY SUBDIVIDE SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE, AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS. THIS SUBDIVISION IS TO BE KNOWN AS

RANCHES AT PECAN CREEK SUBDIVISION.

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 11th DAY OF May, 2021.

SCOTT SENTENEY
MANAGER
RANCHES AT PECAN CREEK, LLC.
100 E WHITESTONE BLVD. STE 148 #218
CEDAR PARK, TEXAS 78613

STATE OF TEXAS §
. §
COUNTY OF WILLIAMSON §

KNOW ALL MEN BY THESE PRESENTS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED SCOTT SENTENEY, KNOWN BY ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE FOREGOING INSTRUMENT AS THE OWNER OF THE PROPERTY DESCRIBED HEREON.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 11th DAY OF May, 2021.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES ON:

ADAM REILLY
Notary Public, State of Texas
Comm. Expires 08-16-2022
Notary ID 131685498

STATE OF TEXAS §
. §
COUNTY OF WILLIAMSON §

KNOW ALL MEN BY THESE PRESENTS

I, BRUCE BRYAN, REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE FROM AN ACTUAL SURVEY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON, AND THAT THERE ARE NO APPARENT DISCREPANCIES, CONFLICTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, EXCEPT AS SHOWN ON THE ACCOMPANYING PLAT, AND THAT THE CORNER MONUMENTS SHOWN HEREON WERE PROPERLY PLACED UNDER MY SUPERVISION IN ACCORDANCE WITH THE CITY OF [CITY_NAME] REGULATIONS.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL THIS 21ST DAY OF MAY, 2021

BRUCE BRYAN — DATE 05-11-2021
REGISTERED PROFESSIONAL LAND SURVEYOR, NO. 4249
STATE OF TEXAS

STATE OF TEXAS
REGISTERED
BRUCE LANE BRYAN
4249
PROFESSIONAL
LAND SURVEYOR

STATE OF TEXAS §
. §
COUNTY OF WILLIAMSON §

KNOW ALL MEN BY THESE PRESENTS

I, JENNIFER L. HENDERSON, REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS NOT LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE AND IS NOT ENCROACHED BY A SPECIAL FLOOD HAZARD AREA INUNDATED BY THE 100 YEAR FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY BOUNDARY MAP, (FLOOD INSURANCE RATE MAP), COMMUNITY PANEL NUMBER 48491C0375F, EFFECTIVE DATA DECEMBER 20, 2019.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL THIS 11TH DAY OF MAY, 2021.

JENNIFER L. HENDERSON — DATE 5/11/21
REGISTERED PROFESSIONAL ENGINEER, NO. 116883
STATE OF TEXAS

STATE OF TEXAS
JENNIFER L. HENDERSON
116883
LICENSED
PROFESSIONAL ENGINEER

BASED UPON THE ABOVE REPRESENTATIONS OF THE ENGINEER OR SURVEYOR WHOSE SEAL IS AFFIXED HERETO, AND AFTER A REVIEW OF THE SURVEY AS REPRESENTED BY THE SAID ENGINEER OR SURVEYOR, I FIND THAT THIS PLAT COMPLIES WITH THE REQUIREMENTS OF EDWARDS AQUIFER REGULATIONS FOR WILLIAMSON COUNTY AND WILLIAMSON COUNTY ON-SITE SEWAGE FACILITY REGULATIONS. THIS CERTIFICATION IS MADE SOLELY UPON SUCH REPRESENTATIONS AND SHOULD NOT BE RELIED UPON FOR VERIFICATIONS OF THE FACTS ALLEGED. THE WILLIAMSON COUNTY ENGINEER'S OFFICE AND WILLIAMSON COUNTY DISCLAIM ANY RESPONSIBILITY TO ANY MEMBER OF THE PUBLIC FOR INDEPENDENT VERIFICATION OF THE REPRESENTATIONS, FACTUAL OR OTHERWISE, CONTAINED IN THIS PLAT AND THE DOCUMENTS ASSOCIATED WITH IT.

Roger Nichnan PE Fortesque Everson P.E. — May 12, 2021
J. TERRON EVERTSON, P.E., D.R., C.F.M. — DATE
COUNTY ENGINEER

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE 12 DAY OF May, 2021, A.D.

WILLIAMSON COUNTY ADDRESSING COORDINATOR
Cindy Bridges

STATE OF TEXAS §
. §
COUNTY OF WILLIAMSON §

KNOW ALL MEN BY THESE PRESENTS

I, BILL GRAVELL JR., COUNTY JUDGE OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS MAP OR PLAT, WITH FIELD NOTES HEREON, FOR A SUBDIVISION HAVING BEEN FULLY PRESENTED TO THE COMMISSIONER'S COURT OF WILLIAMSON COUNTY, TEXAS, AND BY THE SAID COURT DULY CONSIDERED, WERE ON THIS DAY APPROVED AND THAT THIS PLAT IS AUTHORIZED TO BE REGISTERED AND RECORDED IN THE PROPER RECORDS OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

BILL GRAVELL JR., COUNTY JUDGE — DATE
WILLIAMSON COUNTY, TEXAS

STATE OF TEXAS §
. §
COUNTY OF WILLIAMSON §

KNOW ALL MEN BY THESE PRESENTS

I, NANCY RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE ____ DAY OF _____, 20___ A.D., AT ____O'CLOCK, ___.M., AND DULY RECORDED THIS THE ____ DAY OF _____, 20___ A.D., AT ___O'CLOCK, ___.M., IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY IN INSTRUMENT NO. _____.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN GEORGETOWN, TEXAS THE DATE LAST SHOWN ABOVE WRITTEN.

_____
NANCY RISTER, CLERK COUNTY COURT
OF WILLIAMSON COUNTY, TEXAS

BY_____, DEPUTY

SHEET
03 OF 03

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WBE210166 | HUB 1853873845300

Commissioners Court - Regular Session **32.**

Meeting Date: 05/18/2021

Preliminary plat for the Santa Rita Ranch Phase 5 subdivision – Pct 3

Submitted For: Terron Evertson **Submitted By:** Adam Boatright, Infrastructure

Department: Infrastructure **Division:** Road & Bridge

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approval of the preliminary plat for the Santa Rita Ranch Phase 5 subdivision – Precinct 3.

Background

This proposed subdivision consists of 535 single family lots, 1 open space/water quality/drainage/landscape/utility lots, 1 open space/drainage/landscape/utility lot, 16 open space/utility/landscape lots and 26,978 linear feet of new public roads on 147.239 acres.

Timeline

2021-03-16 - initial submittal of the preliminary plat application
2021-04-15 - 1st review complete with comments
2021-05-07 - 2nd submittal of the preliminary plat
2021-05-12 - 2nd review complete with minor comments
2021-05-12 - 3rd submittal of the preliminary plat
2021-05-12 - 3rd review complete with comments cleared
2021-05-13 - preliminary plat placed on the May 18, 2021 Commissioners Court agenda for consideration

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

preliminary plat - Santa Rita Ranch Ph 5

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	05/13/2021 12:06 PM
Form Started By: Adam Boatright		Started On: 05/13/2021 11:46 AM
Final Approval Date: 05/13/2021		

GENERAL:

1. BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NAD83.
2. THIS SUBDIVISION LIES WITHIN THE CITY OF LIBERTY HILL EXTRA-TERRITORIAL JURISDICTION.
3. IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS, AND REGULATIONS RELATING TO PLATTING AND DEVELOPMENT OF THIS PROPERTY. THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOODPLAIN DATA, IN PARTICULAR, MAY CHANGE. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE ROADS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.

DRAINAGE AND FLOODPLAIN:

4. THE DEVELOPED 100-YR FLOODPLAIN BY ATLAS 14 SHOWN ON THE PRELIMINARY PLAT WAS DETERMINED BY A STUDY PREPARED BY CARLSON, BRIGANCE & DOERING, INC. DATED AUGUST 31, 2020. THE FEMA 100-YR FLOODPLAIN SHOWN ON THE PRELIMINARY PLAT WAS TAKEN FROM FEMA FIRM No. 48491C 0275E, EFFECTIVE SEPTEMBER 26, 2008, AND THE FEMA L.O.M.R. No. 16-06-0501P, EFFECTIVE MARCH 2, 2017.

WATER AND WASTEWATER:

5. WATER SERVICE IS PROVIDED BY: WILLIAMSON COUNTY MUD 19/GEORGETOWN UTILITY SYSTEMS
6. WASTEWATER SERVICE IS PROVIDED BY: WILLIAMSON COUNTY MUD 19/CITY OF LIBERTY HILL
7. ELECTRIC SERVICE IS PROVIDED BY: PEC

ROADWAY AND RIGHT OF WAY:

8. SIDEWALKS SHALL BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.
9. DRIVEWAY ACCESS TO LOTS WITHIN THIS SUBDIVISION FROM SIDE STREETS IS PROHIBITED.
10. IMPROVEMENTS WITHIN THE COUNTY ROAD RIGHT-OF-WAY INCLUDING, BUT NOT LIMITED TO, LANDSCAPING, IRRIGATION LIGHTING, CUSTOM SIGNS, IS PROHIBITED WITHOUT FIRST OBTAINING AN EXECUTED LICENSE AGREEMENT WITH WILLIAMSON COUNTY.
11. THE PORTION OF EAST SANTA RITA BLVD SHALL BE ACCEPTED BY THE COUNTY BEFORE ANY FINAL PLATS FOR SANTA RITA RANCH PHASE 5 ARE APPROVED.

TOTAL: 535 SF LOTS

DATE: MARCH 10, 2020

OWNER:
SANTA RITA C7 INVESTMENTS, LLC.
1700 CROSS CREEK LANE, STE. 100
LIBERTY HILL, TX. 78642

DEVELOPER:
SANTA RITA KC, LLC.
1700 CROSS CREEK LANE, STE. 100
LIBERTY HILL, TX 78642

ENGINEER & SURVEYOR:
CARLSON, BRIGANCE & DOERING, INC.
5501 WEST WILLIAM CANNON DRIVE
AUSTIN, TEXAS 78749
(512) 280-5160 phone
(512) 280-5165 fax

TOTAL ACREAGE: 147.239 ACRES
SURVEY: B. MANLOVE SURVEY,
ABSTRACT NO. 417

STREET NAME	MAINTENANCE AUTHORITY	R.O.W. WIDTH	PAVEMENT WIDTH	SIDEWALKS	DESIGN SPEED	LINEAR FEET	CLASSIFICATION	TYPE
AMISTA DRIVE	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	**1,525**	LOCAL	URBAN
ASTER DRIVE	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	**2,777**	LOCAL	URBAN
BENICIA COVE	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	**207**	LOCAL	URBAN
BENNINGTON DRIVE	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	**943**	LOCAL	URBAN
BUCKSKIN CIRCLE	PUBLIC	120'	30' FACE TO BACK DIVIDED	4'	25 MPH	**324**	LOCAL	URBAN
CHANTILLY CIRCLE	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	**273**	LOCAL	URBAN
CHANTILLY WAY	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	**474**	LOCAL	URBAN
COLEMAN BEND	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	**1,200**	LOCAL	URBAN
ECHO PASS	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	**2,296**	LOCAL	URBAN
JEFFERY WAY	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	**1,219**	LOCAL	URBAN
KAITLYN CIRCLE	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	**156**	LOCAL	URBAN
KIMBERLY COVE	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	**116**	LOCAL	URBAN
KIMBERLY CROSSING	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	**369**	LOCAL	URBAN
LATIGO WAY	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	**756**	LOCAL	URBAN
LAUREN COVE	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	**415**	LOCAL	URBAN
LYNFIELD WAY	PUBLIC	50'	44' FACE TO FACE	4'	35 MPH	**2,815**	RESIDENTIAL COLLECTOR	URBAN
MARTINGALE COVE	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	**328**	LOCAL	URBAN
MARTINGALE STREET	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	**207**	LOCAL	URBAN
MIRA VISTA COURT	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	**148**	LOCAL	URBAN
MIRA VISTA DRIVE	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	**207**	LOCAL	URBAN
REATA RIDGE LOOP	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	**1,775**	LOCAL	URBAN
REDONDA DRIVE	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	**2,092**	LOCAL	URBAN
SINGING DOVE WAY	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	**1,845**	LOCAL	URBAN
TIERRA ROSA BLVD.	PUBLIC	64'	44' FACE TO FACE	4'	35 MPH	**3,581**	RESIDENTIAL COLLECTOR	URBAN
VENTURE DRIVE	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	**930**	LOCAL	URBAN
FOOTAGE OF STREETS:						**26,978**		

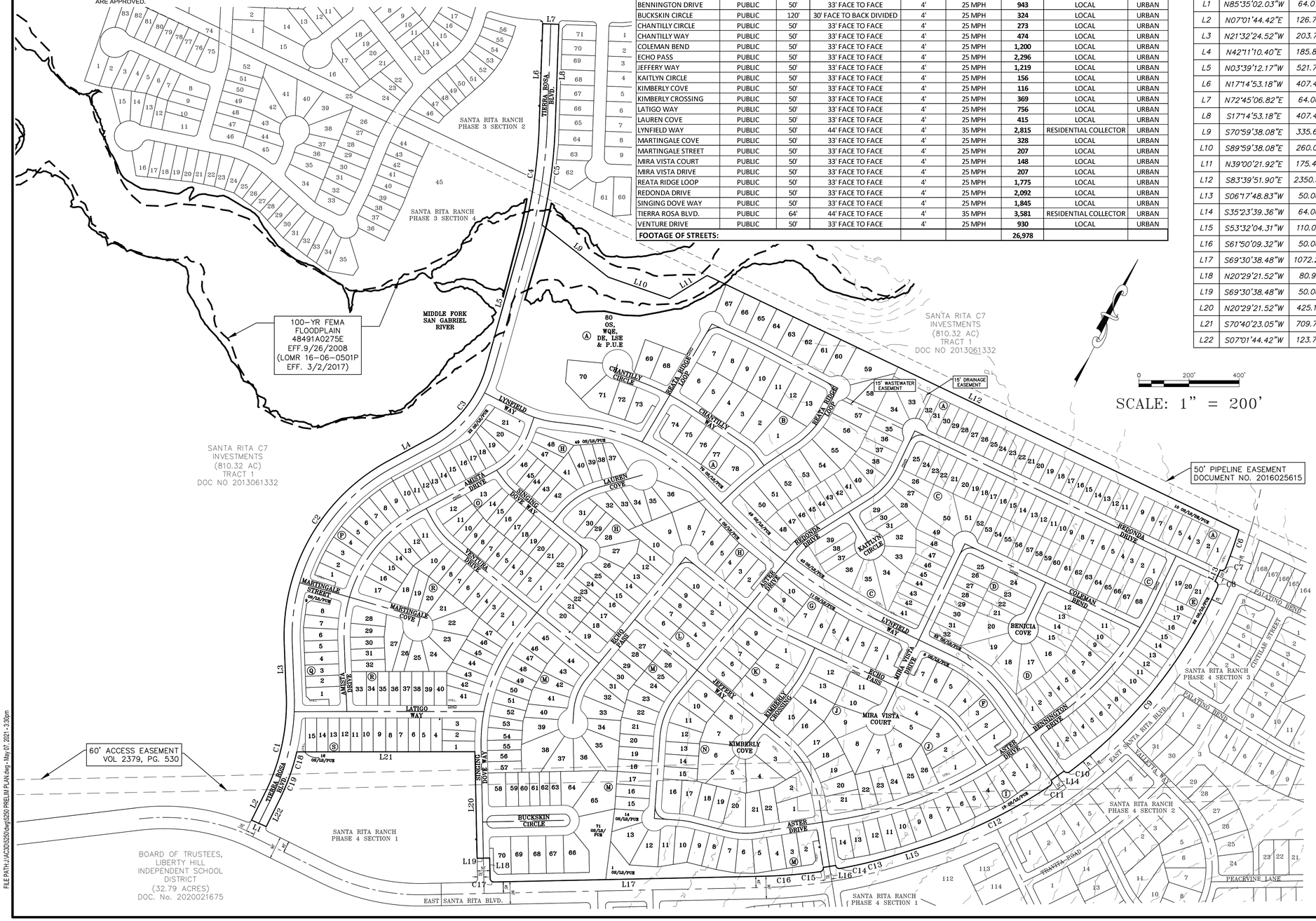
TOTAL OF LOTS	553
SINGLE FAMILY LOTS:	535
O.S., W.Q.E., D.E., P.U.E. & L.S.E LOTS:	1
O.S., D.E., P.U.E. & L.S.E LOTS:	1
O.S., P.U.E. & L.S.E LOTS:	16

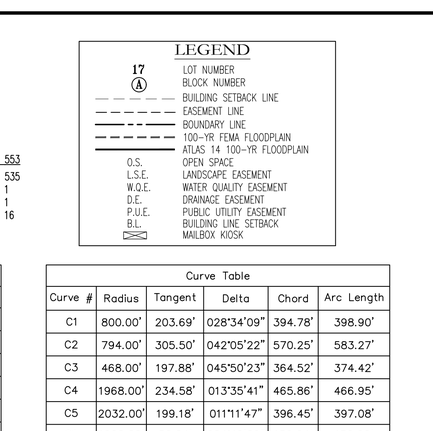
LEGEND

17	LOT NUMBER
(A)	BLOCK NUMBER
— — — —	BUILDING SETBACK LINE
— — — —	EASEMENT LINE
— — — —	BOUNDARY LINE
— — — —	100-YR FEMA FLOODPLAIN
———	ATLAS 14 100-YR FLOODPLAIN
O.S.	OPEN SPACE
L.S.E.	LANDSCAPE EASEMENT
W.Q.E.	WATER QUALITY EASEMENT
D.E.	DRAINAGE EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
B.L.	BUILDING LINE SETBACK
	MAILBOX KIOSK

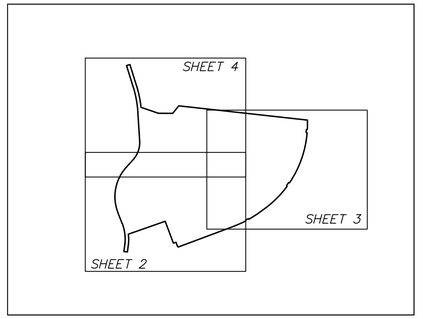
LINE TABLE		
LINE	BEARING	LENGTH
L1	N85°35'02.03"W	64.07
L2	N07°01'44.42"E	126.70
L3	N21°32'24.52"W	203.78
L4	N42°11'10.40"E	185.84
L5	N03°39'12.17"W	521.70
L6	N17°14'53.18"W	407.46
L7	N72°45'06.82"E	64.00
L8	S17°14'53.18"E	407.46
L9	S70°59'38.08"E	335.60
L10	S89°59'38.08"E	260.00
L11	N39°00'21.92"E	175.47
L12	S83°39'51.90"E	2350.36
L13	S06°17'48.83"W	50.00
L14	S35°23'39.36"W	64.00
L15	S53°32'04.31"W	110.03
L16	S61°50'09.32"W	50.00
L17	S69°30'38.48"W	1072.29
L18	N20°29'21.52"W	80.91
L19	S69°30'38.48"W	50.00
L20	N20°29'21.52"W	425.16
L21	S70°40'23.05"W	709.79
L22	S07°01'44.42"W	123.79

Curve Table					
Curve #	Radius	Tangent	Delta	Chord	Arc Length
C1	800.00'	203.69'	028°34'09"	394.78'	398.90'
C2	794.00'	305.50'	042°05'22"	570.25'	583.27'
C3	468.00'	197.88'	045°50'23"	364.52'	374.42'
C4	1968.00'	234.58'	013°35'41"	465.86'	466.95'
C5	2032.00'	199.18'	011°11'47"	396.45'	397.08'
C6	1900.00'	80.04'	004°49'29"	159.94'	159.99'
C7	15.00'	16.03'	093°47'07"	21.90'	24.55'
C8	15.00'	14.65'	088°38'56"	20.96'	23.21'
C9	1900.00'	488.25'	028°49'25"	945.78'	955.82'
C10	15.00'	15.43'	091°37'30"	21.51'	23.99'
C11	1900.00'	282.39'	016°54'28"	558.65'	560.68'
C12	1900.00'	282.39'	016°54'28"	558.65'	560.68'
C13	1926.38'	118.74'	007°03'15"	237.03'	237.18'
C14	1926.38'	118.74'	007°03'15"	237.03'	237.18'
C15	15.00'	15.25'	090°57'36"	21.39'	23.81'
C16	1955.00'	114.69'	006°42'53"	228.99'	229.12'
C17	15.00'	14.96'	089°50'07"	21.18'	23.52'
C18	864.49'	38.49'	005°05'57"	76.91'	76.94'
C19	863.91'	61.16'	008°05'56"	122.02'	122.12'





LOCATION MAP



KEY MAP
N.T.S

DESIGNED BY: SPC
DRAFTED BY: MB
DATE
REVISION

Carlson, Brigance & Doering, Inc.
Civil Engineering ◆ Surveying
FIRM ID #F3791
Main Office
5501 West William Cannon Dr. 78749
Austin, Texas 78749
Phone No. (512) 280-5160
North Office
1120 RR 620 S. 600
Austin, Texas 78732
Fax No. (512) 280-5165

SHEET NAME: OVERALL PRELIMINARY PLAT
JOB NAME: SANTA RITA RANCH PHASE 5
PROJECT: PRELIMINARY PLAT

STATE OF TEXAS
STEVEN P. CATES
93648
LICENSED PROFESSIONAL ENGINEER
CARLSON, BRIGANCE & DOERING, INC.
ID# F3791
5-7-2021

DATE: SEP 2020
JOB NUMBER: 5250
SHEET: 1 OF 4
SHEET NO.: 1

FILE PATH=J:\ACAD\5250\dwg\5250 PRELIM PLAN.dwg - May 07, 2021 - 3:30pm

LEGEND

17	LOT NUMBER
Ⓐ	BLOCK NUMBER
	BUILDING SETBACK LINE
	EASEMENT LINE
	BOUNDARY LINE
	100-YR FEMA FLOODPLAIN
	ATLAS 14 100-YR FLOODPLAIN
O.S.	OPEN SPACE
L.S.E.	LANDSCAPE EASEMENT
W.Q.E.	WATER QUALITY EASEMENT
D.E.	DRAINAGE EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
B.L.	BUILDING LINE SETBACK
	MAILBOX KIOSK

0 100' 200'

SCALE: 1" = 100'

DESIGNED BY: SPC | DRAFTED BY: MB

DATE | REVISION

Carlson, Brigance & Doering, Inc.
Civil Engineering ◆ Surveying
FIRM ID #F3791
Main Office: 5501 West William Cannon Dr. Austin, Texas 78749
North Office: 12129 RR 620 N. #300 Austin, Texas 78750
Phone No. (512) 280-5160 Fax No. (512) 280-5165

SHEET NAME: PRELIMINARY PLAT 100 SCALE (1 OF 4)

JOB NAME: SANTA RITA RANCH PHASE 5

PROJECT: PRELIMINARY PLAT

STATE OF TEXAS
STEVEN P. CATES
93648
LICENSED PROFESSIONAL ENGINEER
CARLSON, BRIGANCE & DOERING, INC.
ID# F3791
5-7-2021

DATE: SEP 2020

JOB NUMBER: 5250

SHEET: 2 OF 4

SHEET NO.: 2

FILE PATH: J:\JOB\5250\dwg\5250 PRELIM PLAN.dwg - May 07, 2021 - 3:11pm

LEGEND

17	LOT NUMBER
Ⓐ	BLOCK NUMBER
	BUILDING SETBACK LINE
	EASEMENT LINE
	BOUNDARY LINE
	100-YR FEMA FLOODPLAIN
	ATLAS 14 100-YR FLOODPLAIN
O.S.	OPEN SPACE
L.S.E.	LANDSCAPE EASEMENT
W.Q.E.	WATER QUALITY EASEMENT
D.E.	DRAINAGE EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
B.L.	BUILDING LINE SETBACK
	MAILBOX KIOSK

0 100' 200'

SCALE: 1" = 100'

DESIGNED BY: SPC

DRAFTED BY: MB

DATE

REVISION

Carlson, Brigance & Doering, Inc.
Civil Engineering ◆ Surveying
FIRM ID #F3791
Main Office
5501 West William Cannon Dr. 78749
Austin, Texas 78749
Phone No. (512) 280-5160
North Office
12129 RR 620 N. Suite 600
Austin, Texas 78750
Fax No. (512) 280-5165

SHEET NAME: PRELIMINARY PLAT 100 SCALE (2 OF 4)

JOB NAME: SANTA RITA RANCH PHASE 5

PROJECT: PRELIMINARY PLAT

STATE OF TEXAS
STEVEN P. CATES
93648
LICENSED PROFESSIONAL ENGINEER
CARLSON, BRIGANCE & DOERING, INC.
ID# F-3791
5-7-2021

DATE: SEP 2020

JOB NUMBER: 5250

SHEET: 3 OF 4

SHEET NO.: 3

FILE PATH=J:\ACD\5250\dwg\5250 PRELIM PLAN.dwg - May 07, 2021 - 3:04pm

DESIGNED BY: SPC
DRAFTED BY: MB

DATE

REVISION

Carlson, Brigance & Doering, Inc.
Civil Engineering ◆ Surveying
FIRM ID #F3791
Main Office: 5501 West William Cannon Dr. Austin, Texas 78749 Phone No. (512) 280-5160
North Office: 1218 RR 620 S, Suite 600 Austin, Texas 78734 Fax No. (512) 280-5165

SHEET NAME: PRELIMINARY PLAT 100 SCALE (3 OF 4)

JOB NAME: SANTA RITA RANCH PHASE 5

PROJECT: PRELIMINARY PLAT

STATE OF TEXAS
STEVEN P. CATES
93648
LICENSED PROFESSIONAL ENGINEER
CARLSON, BRIGANCE & DOERING, INC.
ID# F3791
5-7-2021

DATE: SEP 2020

JOB NUMBER: 5250

SHEET: 4 OF 4

SHEET NO.: 4

FILE PATH: J:\ACD\5250\dwg\5250 PRELIM PLAN.dwg - May 07, 2021 - 3:10pm

Commissioners Court - Regular Session **33.**

Meeting Date: 05/18/2021

Preliminary plat for the 1625 CR 255 subdivision – Pct 3

Submitted For: Terron Evertson **Submitted By:** Adam Boatright, Infrastructure

Department: Infrastructure **Division:** Road & Bridge

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approval of the preliminary plat for the 1625 CR 255 subdivision – Precinct 3.

Background

This proposed subdivision consists of 4 lots and no new public roads.

Timeline

2021-03-24 – initial submittal of the preliminary plat application
2021-04-22 – 1st review complete with comments
2021-05-04 – 2nd submittal of preliminary plat
2021-05-11 – 2nd review complete with comments clear
2021-05-13 – preliminary plat placed on the May 18, 2021 Commissioners Court agenda for consideration

Fiscal Impact

From/To	Acct No.	Description	Amount

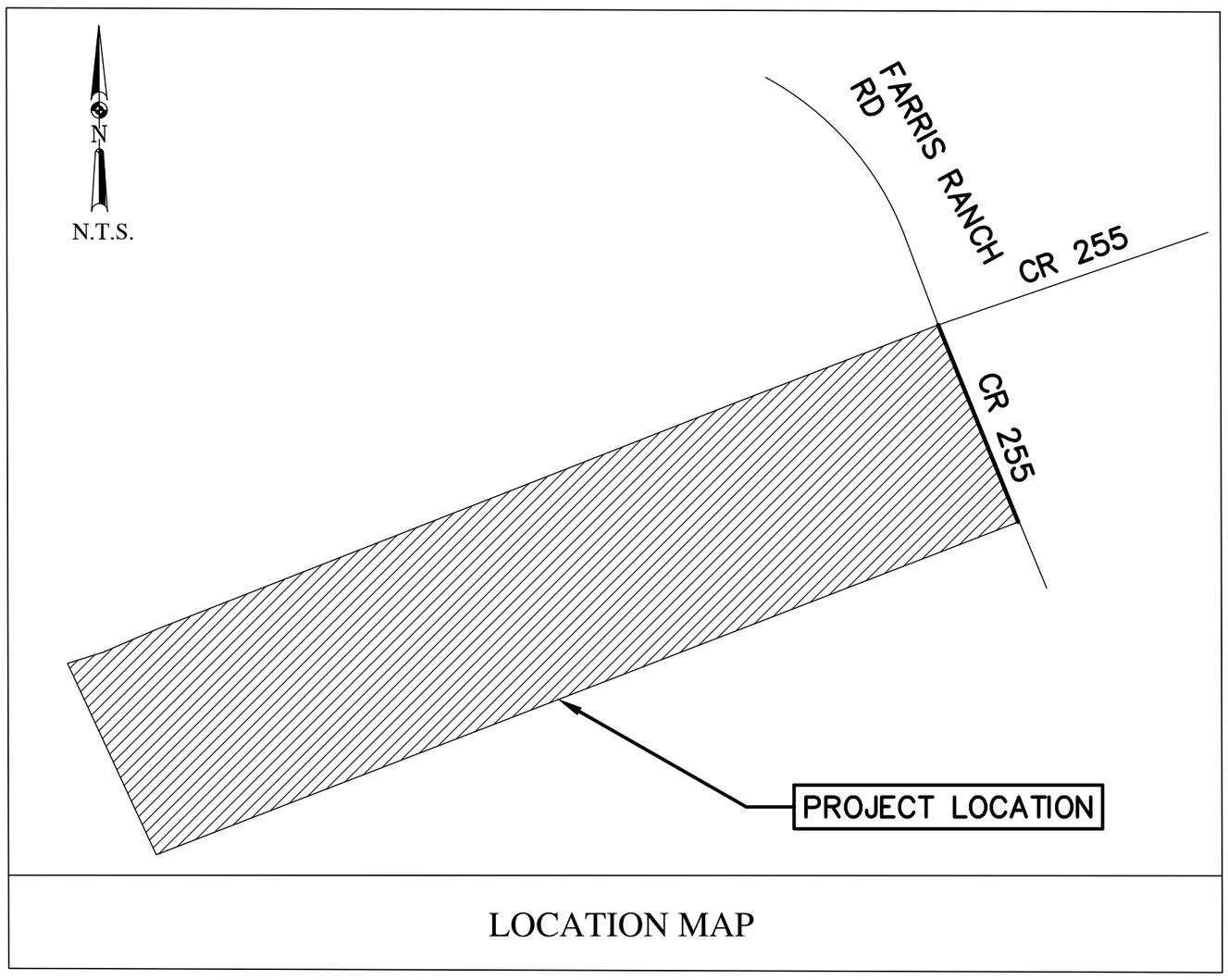
Attachments

preliminary plat - 1625 CR 255

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	05/13/2021 12:07 PM
Form Started By: Adam Boatright		Started On: 05/13/2021 11:51 AM
Final Approval Date: 05/13/2021		

LOT COUNT: 4 LOTS



LOCATION MAP

SCALE: 1"=100'
0 100 200

DEVELOPER: OWEN HOLDINGS, INC
6706 W. COURTYARD
AUSTIN, TEXAS 78730
JOE@OWENHOLDINGS.COM

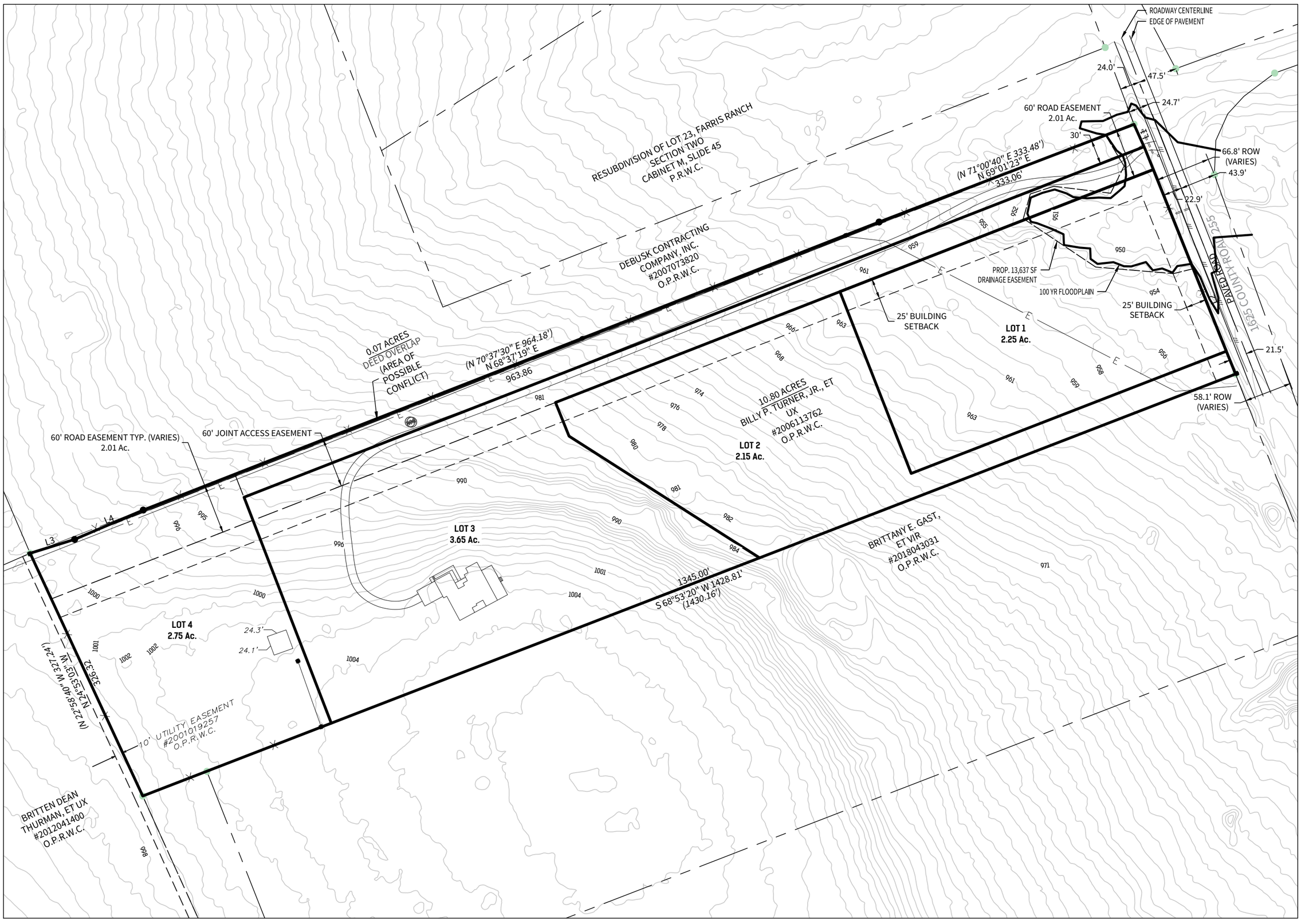
OWNER: LH 38 LLC.
4718 MILL CREEK
DALLAS, TEXAS 75244
JOE@OWENHOLDINGS.COM

ENGINEER: CUDE ENGINEERS - AUSTIN, LLC
1620 LA JAITA DRIVE, STE. 250
CEDAR PARK, TEXAS 78613

AREA: 10.81 AC.
FEMA FIRM MAP: 48491C0275E, EFFECTIVE 09-26-2008

WASTEWATER SERVICE TO BE PROVIDED BY ON-SITE SEPTIC FACILITY.
POTABLE WATER SUPPLY: PUBLIC WATER SYSTEM (CITY OF GEORGETOWN) AND/OR PRIVATE WELL.

DATE: 01/4/21
REVISED:



EST. 1980 CUDE ENGINEERS

1620 LA JAITA DR., STE. 250
CEDAR PARK, TEXAS 78613
(512) 260 - 9100
TBPE FIRM REGISTRATION NO. F-19070

PROJECT # RA0327.001.0

1625 CR 255 PRELIMINARY PLAT

LOT COUNT: 4 LOTS

NOTES:

1. NO 100 YEAR FLOODPLAIN IS FOUND ON SITE PER FEMA FIRM PANEL 48491C0275E DATED 09/26/08.
2. SEWER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY ON-SITE SEWAGE FACILITIES.
3. WATER SERVICE FOR ALL LOTS OF THIS SUBDIVISION WILL BE PROVIDED BY PUBLIC WATER.
4. THE DRIVEWAY AT THE TIME OF THIS PLAT SHALL BE DIPPED DRIVES. DRAINAGE PATTERNS MAY CHANGE IN THE FUTURE DUE TO DEVELOPMENT IN THE AREA AND CULVERTS MAY BECOME NECESSARY. A REGISTERED PROFESSIONAL ENGINEER MUST SIZE ANY FUTURE CULVERTS WITHIN THE COUNTY RIGHT OF WAY.
5. DRIVEWAY SPACING ON WILLIAMSON COUNTY ROADS SHALL BE NO CLOSER THAN 100 FT MEASURED FROM CENTER TO CENTER.
6. LOTS 2, 3, AND 4 WILL TAKE ACCESS VIA THE 60' ACCESS EASEMENT. FOR ADDRESSING PURPOSES, THE ACCESS EASEMENT WILL BE NAMED 'COULTER COURT'.
7. ALL SHARED DRIVEWAYS ARE TO BE CONSTRUCTED, INSPECTED, AND APPROVED BY WILLIAMSON COUNTY PRIOR TO FINAL PLAT APPROVAL.
8. ALL LOTS SHALL HAVE LESS THAN 20% IMPERVIOUS COVER.
9. ALL SIDEWALKS SHALL BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.
10. RESIDENTIAL DRIVEWAYS ARE TO BE LOCATED NO CLOSER TO THE CORNER OF INTERSECTING RIGHT-OF-WAY THAN 60% OF THE PARCEL FRONTAGE OR 50 FEET, WHICHEVER IS GREATER.
11. ONE-WAY 'CIRCULAR DRIVEWAYS SHALL BE PROHIBITED ONTO C.R. 255.

LINE TABLE		
NUMBER	DIRECTION	DISTANCE
L1	S 24°06'28" E	33.45'
L2	S 21°53'28" E	295.41'
L3	N 72°38'25" E	56.86'
L4	N 66°52'59" E	90.92'
RECORD LINE TABLE		
NUMBER	DIRECTION	DISTANCE
L1	S 22°14'00" E	33.46'
L2	S 20°01'00" E	295.48'
L3	N 75°31'40" E	57.44'
L4	N 69°08'00" E	90.88'

SCALE: 1"=100'
0 100 200

ROADWAY CENTERLINE
EDGE OF PAVEMENT
24.0'
47.5'
24.7'
60' ROAD EASEMENT
2.01 Ac.
30'
66.8' ROW
(VARIES)
43.9'
22.9'
1625 COUNTY ROAD 255
PAVED ROAD
21.5'
58.1' ROW
(VARIES)

RESUBDIVISION OF LOT 23, FARRIS RANCH
SECTION TWO
CABINET M, SLIDE 45
P.R.W.C.

(N 71°00'40" E 333.48')
N 69°01'23" E
333.06'

ORANGE CAP
ILLEGIBLE

DEBUSK CONTRACTING
COMPANY, INC.
#2007073820
O.P.R.W.C.

PROP. 13,637 SF
DRAINAGE EASEMENT
100 YR FLOODPLAIN
25' BUILDING
SETBACK
25' BUILDING
SETBACK

LOT 1
2.25 Ac.

0.07 ACRES
DEED OVERLAP
(AREA OF
POSSIBLE
CONFLICT)

(N 70°37'30" E 964.18')
N 68°37'19" E
963.86

10.80 ACRES
BILLY P. TURNER, JR., ET
UX
#2006113762
O.P.R.W.C.

LOT 2
2.15 Ac.

60' ROAD EASEMENT TYP. (VARIES)
2.01 Ac.

60' JOINT ACCESS EASEMENT

ORANGE CAP
M MEADOR
RPLS 1966

ORANGE CAP
M MEADOR
RPLS 1966

L3

LOT 3
3.65 Ac.

BRITTANY E. GAST,
ET VIR
#2018043031
O.P.R.W.C.

1345.00'
S 68°53'20" W 1428.81'
(1430.16')

LOT 4
2.75 Ac.

(N 22°58'40" W 327.24')
N 24°53'03" W
326.32

10' UTILITY EASEMENT
#2001019257
O.P.R.W.C.

BRITTEN DEAN
THURMAN, ET UX
#2012041400
O.P.R.W.C.

1620 LA JAITA DR., STE. 250
CEDAR PARK, TEXAS 78613
(512) 260 - 9100
TBPE FIRM REGISTRATION NO. F-19070
PROJECT # RA0327.001.0

1625 CR 255 PRELIMINARY PLAT

Commissioners Court - Regular Session **34.**

Meeting Date: 05/18/2021

Resolution - Leo and Vivian Wood

Submitted For: Bill Gravell **Submitted By:** Andrea Schiele, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on a resolution proclaiming May 18, 2021, as "Mr. and Mrs. Williamson County Day" in honor of Leo and Vivian Wood.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Resolution

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Andrea Schiele	05/13/2021 03:48 PM
Form Started By: Andrea Schiele		Started On: 05/13/2021 02:32 PM
Final Approval Date: 05/13/2021		

THAT ON THIS, the 18th day of May 2021, the Commissioners Court of Williamson County, Texas, met in a duly called session at the Courthouse in Georgetown, and at said meeting, among other business, the Court considered the following:

RESOLUTION

WHEREAS, Leo and Vivian Wood have resided in and supported the growth of Georgetown and Williamson County since 1969; and

WHEREAS, Leo Wood became City Manager of Georgetown in 1969, when the population was only 6,000, a job which included physically throwing the switch to turn on and off the streetlights in downtown as well as the switch for the water pump that fed Georgetown's single fire hydrant; and

WHEREAS, Vivian Wood served as Executive Director of the Chamber of Commerce for 17 years; and

WHEREAS, Leo Wood was elected Mayor of Georgetown in 1992 and served until 1999, during which time he provided leadership for the growth and improvement of Georgetown including revitalization of the downtown square (which won the Great American Main Street Award in 1997), construction and growth of additional parks and trails, recruitment of Sun City to Georgetown (which has added 8500 new homes and 15,700 residents) and the vision to build SH 130; and

WHEREAS, Vivian Wood was elected Williamson County Treasurer in 1994, named Outstanding Texas County Treasurer in 2004, and re-elected five times, serving a total of 22 years; and

WHEREAS, Leo Wood remained very active as a private citizen in encouraging development and growth in Georgetown, restoring the historic Williamson County Courthouse, organizing dozens of charitable events and promoting veterans' issues; and

WHEREAS, despite many offers which were presented to Leo and Vivian Wood which would have required them to relocate, all were turned down so that they could remain here and continue to support Georgetown and Williamson County.

THEREFORE, be it resolved that Williamson County is grateful for the tireless efforts and dedication of Leo and Vivian Wood, and hereby proclaims that May 18, 2021 be dedicated as **"Mr. and Mrs. Williamson County Day" in honor of Leo and Vivian Wood**.

RESOLVED THIS 18th DAY OF MAY 2021.

_____

Bill Gravell
Williamson County Judge

Commissioners Court - Regular Session **35.**

Meeting Date: 05/18/2021

EMS Week Recognition

Submitted By: Michael Knipstein, EMS

Department: EMS

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving the resolution for Williamson County EMS proclaiming May 16-22, 2021 as Emergency Medical Services Week.

Background

Consider approving the WCEMS resolution recognizing May 16-22, 2021 as Emergency Medical Services Week. EMS is a vital public service. The WCEMS System is ready to provide lifesaving care to those in need 24-hours a day, seven days a week; and access to quality emergency care improves the survival and recovery rate of those experiencing sudden illness or injury.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

EMS Resolution

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	04/30/2021 10:46 AM
Form Started By: Michael Knipstein		Started On: 04/30/2021 10:40 AM
Final Approval Date: 04/30/2021		

State of Texas
County of Williamson
Know all men by these presents:

THAT ON THIS, the 18th day of May 2021, the Commissioners' Court of Williamson County, Texas, met in duly called session at the Courthouse in Georgetown, with the following members present;

Bill Gravell, Jr., County Judge
Terry Cook, Commissioner, Precinct One
Cynthia Long, Commissioner, Precinct Two
Valerie Covey, Commissioner, Precinct Three
Russ Boles, Commissioner, Precinct Four

And at said meeting, among other business, the Court considered the following

RESOLUTION

WHEREAS, emergency medical services is a vital public service; and

WHEREAS, the members of the Williamson County EMS system are ready to provide lifesaving care to those in need 24 hours a day, seven days a week; and

WHEREAS, the Williamson County Emergency Communications 911 telecommunicators and their peers throughout the county ensure lifesaving help is a phone call away; and

WHEREAS, access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and

WHEREAS, the emergency medical services system consists of emergency medical technicians at Williamson County EMS and its partner first responder organizations; and

WHEREAS, the members of emergency medical services teams, whether career or volunteer, engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills; and

WHEREAS, it is appropriate to recognize the value and the accomplishments of emergency medical services providers by designating Emergency Medical Services Week; now

THEREFORE, Be It Resolved that the Williamson County Commissioners Court declares the week of May 16-22, 2021, as

EMERGENCY MEDICAL SERVICES WEEK

We encourage the community to get to know their EMS providers.

RESOLVED THIS 18th DAY OF MAY 2021

Attest: _____
Bill Gravell, Jr.
Williamson County Judge

Commissioners Court - Regular Session **36.**

Meeting Date: 05/18/2021

Stop the Bleed Resolution

Submitted By: Connie Odom, Public Information Office

Department: Public Information Office

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on a resolution proclaiming May 20, 2021, as National Stop the Bleed Day in Williamson County.

Background

STOP THE BLEED® is one of our nation's largest public health campaigns. Its goal is to save lives by training people across the country how to stop traumatic bleeding.

National STOP THE BLEED® Day is a one day call to action on May 20, 2021. Anyone can be trained and be ready to save someone's life – a friend, a family member, colleague or the person next to you – whether you know them or not.

Since 2017, Williamson County EMS Outreach Education Program has directly taught STOP THE BLEED to 3455 provider-level individuals and 531 trainers for a total of 3,986 people. With the addition of people who were trained by these trainers, WCEMS has proudly reached more than 5,400 people!

On May 20, 2021, WCEMS will teach two sessions of Stop the Bleed from 2-4 p.m. and 6-8 p.m. at 3189 SE Inner Loop, Georgetown, TX. Register at stopthebleed@wilco.org.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Stop the Bleed Resolution

Stop the Bleed May 20 Sessions

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	05/12/2021 03:59 PM
Form Started By: Connie Odom		Started On: 05/12/2021 01:27 PM
Final Approval Date: 05/12/2021		

State of Texas

County of Williamson

THAT ON THIS, the 18th day of May 2021, the Commissioners Court of Williamson County, Texas, met in duly called session at the Courthouse in Georgetown, with the following members present;

Bill Gravell, Jr., County Judge
Terry Cook, Commissioner, Precinct One
Cynthia Long, Commissioner, Precinct Two
Valerie Covey, Commissioner, Precinct Three
Russ Boles, Commissioner, Precinct Four

And at said meeting, among other business, the Court considered the following

RESOLUTION: National Stop the Bleed Day May 20, 2021

WHEREAS, trauma is the leading cause of death in citizens aged 1 to 44 and the third leading cause in ages 45-64. Bleeding is the number one cause of preventable death after trauma and victims may die prior to the arrival of first responders; and

WHEREAS, the public should learn how to recognize life-threatening hemorrhage and proper techniques for bleeding control. This education can build confidence and confidence leads to a willingness to act; and

WHEREAS, Stop the Bleed is a national initiative to educate the public in bleeding control techniques and was launched in 2015. Furthermore, in 2019, the Texas Legislature passed H.B. 496 requiring bleeding control education in all public and open-enrollment charter schools; and

WHEREAS, Williamson County EMS has been at the forefront of this movement. Our Williamson County EMS Hemorrhage Control program is one of four approved by the Texas Education Agency for presentation in Texas schools. Williamson County EMS in conjunction with our regional partners have provided training to over 5,400 citizens and as of May 20th our education will be available nation-wide; and

WHEREAS, we encourage citizens to seek education and training related to bleeding control so they can act in emergency situations, this can be the difference between life and death.

Therefore be it resolved, the Williamson County Commissioners Court recognizes National Stop the Bleed Day on May 20, 2021.

RESOLVED THIS 18th DAY OF MAY 2021.

_____

Bill Gravell
Williamson County Judge

National Stop the Bleed Day
May 20th 2021

GET TRAINED AND YOU COULD SAVE A LIFE

Session One: 2:00p-4:00p

Session Two: 6:00p-8:00p

3189 SE Inner Loop Georgetown, TX

Register at stopthebleed@wilco.org

Commissioners Court - Regular Session **38.**

Meeting Date: 05/18/2021

FY22 Transformative Justice Program Resolution

Submitted By: John Pelczar, Juvenile Services

Department: Juvenile Services

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on FY22 Transformative Justice Program Grant Resolution.

Background

Williamson County Juvenile Services is requesting approval of the Transformative Justice Program Grant Resolution. This will be the third year of the grant, which is funded through the Texas Indigent Defense Commission. Due to the county receiving a first year extension, this resolution covers the final 8 months (October 2021-May 2022) for the 3rd year of the grant and the first 4 months (June 2022-September 2022) for the 4th year of the grant. The grant doe require a cash match of 60% for the 3rd year and 80% for the 4th year. The total cash match for FY22 is $250,607 and will budgeted accordingly.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

FY22 TIDC Resolution

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	05/11/2021 02:50 PM
Form Started By: John Pelczar		Started On: 05/11/2021 12:02 PM
Final Approval Date: 05/11/2021		

2022 Williamson County Resolution
Indigent Defense Improvement Grant Program

WHEREAS, under the provisions of the Texas Government Code Section 79.037 and Texas Administrative Code Chapter 173, counties are eligible to receive grants from the Commission on Indigent Defense to provide improvements in indigent defense services in the county; and

WHEREAS, the commissioners court authorizes this grant program and application to assist the county in the implementation and the improvement of the indigent criminal defense services in this county; and

WHEREAS, Williamson County Commissioners Court has agreed that in the event of loss or misuse of the funds, Williamson County Commissioners assures that the funds will be returned in full to the Texas Indigent Defense Commission.

NOW THEREFORE, BE IT RESOLVED and ordered that the County Judge of this county or other official designated by the commissioners' court is designated as the Authorized Official to apply for, accept, decline, modify, or cancel the grant application for the Indigent Defense Improvement Grant Program and all other necessary documents to accept said grant; and

BE IT FURTHER RESOLVED that John J. Pelczar is designated as the Program Director and contact person for this grant and the County Auditor is designated as the Financial Officer for this grant.

Adopted this _____day of _____, 2021.

_____
Bill Gravell
County Judge

Attest:

_____
County Clerk

Note: This Required Resolution is to obtain grant funds. Please do not alter it other than to fill in the optional spaces. Please direct request to alter to the Commission Special Counsel.

Internet Submission Form

After submitting the Improvement grant application on-line, the following Internet submission confirmation number was received #_____. This grant application submission was in accordance with the Commissioners Court Resolution above.

_____

Bill Gravell
County Judge

Commissioners Court - Regular Session **39.**

Meeting Date: 05/18/2021

EPM2b

Submitted For: Rebecca Clemons **Submitted By:** Rebecca Clemons, Human Resources

Department: Human Resources

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on updates to the Employee Policy Manual to be effective October 1, 2021.

Background

This is the second round of proposed changes to the Employee Policy Manual. My intent is to place it on the agenda for your review several more times before the final draft is ready. In addition to the red-lined changes notated, I would request to discuss compensation policies regarding transfers between departments, potential merit allocation policy for employees for FY22, lateral move policy, and the maximum increases per employees per year. These items were hard to red line as I have received different feedback on each one.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

EMPdraft2

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	05/11/2021 02:49 PM

Form Started By: Rebecca Clemons Started On: 05/11/2021 11:21 AM

Final Approval Date: 05/11/2021

WILLIAMSON COUNTY
1848

Employee Policy Manual

Effective December 15, 2020

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Policy Manual Disclaimer

This employee policy manual constitutes the general personnel policies for all Williamson County employees. It does not constitute a contract or provide a guarantee of employment. Policies may be altered, deleted, or amended at any time by action of the Commissioners Court. If any provision or part of a provision of these policies is held invalid, unlawful, or unenforceable, it will not affect the validity of the remaining provisions or parts of provisions, which will remain in effect. In cases where federal or state laws or regulations supersede local guidelines, such laws or regulations will substitute for these personnel guidelines only insofar as necessary for compliance. Specific departments may have additional policies unique to their operations.

Elected official's rights and responsibilities as defined by Texas law supersede these policies where conflicts may occur. Elected officials are encouraged to follow all policies contained herein in order to provide uniform application across the County and to protect the County against potential employment related issues.

About Williamson County Government

Williamson County's government organization is established by the Constitution of the State of Texas and by state statutes. Its operations are governed by state and federal law and by actions of the Commissioners Court.

Commissioners Court

The Commissioners Court consists of four County Commissioners; each elected by the voters of a Commissioners precinct, and a County Judge, elected by all of the voters of the County. Officials are elected for a four-year term. The Commissioners Court is the chief policy, administrative, and executive branch of County government.

County Operations

County operations are conducted through departments and offices; each administered by an elected public official or an appointed department head.

Employment

At Will Employment

Employment with Williamson County is on an at-will basis:

- An employee may resign at any time with or without notice
- Williamson County may terminate the employment relationship at any time with or without cause or notice
- Williamson County may change the terms and conditions of employment at any time, with or without notice

Equal Employment Opportunity & ADA Compliance;

Williamson County is committed to providing a workplace free of discrimination. All employment decisions (hiring, promotions, terminations, compensation, etc.) are made without regard to any covered or protected class as defined by law and applicable statements of the law by the Equal Employment Opportunity Commission (EEOC) or disability as defined by the Americans with Disabilities Act and applicable state laws, including those enforced by the Texas Workforce Commission. If an employee requires an accommodation due to a disability, contact the Human Resources Department.

Employment Status

- **Full-time:** Full time positions are scheduled to work consistently 30 or more hours in a pay week
- **Part-time:** Part time positions are scheduled to work no more than 29 hours in a pay week and are not eligible for benefits or longevity pay
- **Temporary**: Temporary employees are limited to working 130 days in a calendar year. They are not eligible for TCDRS retirement, holidays, benefits or leave time including longevity pay

Position Classification

Positions are classified as exempt or non-exempt based on the definitions and requirements of the Federal Labor Standards Act. (FLSA)

- **Exempt:** Exempt positions are salaried positions which are not eligible for overtime or compensatory time
- **Non-Exempt:** Non-exempt positions are hourly positions which are eligible for overtime pay or compensatory time as determined by County policy

Employment

Overtime

Classification	Eligibility	Accrual
Exempt	NO	Exempt employees are not eligible for overtime compensation.
Non-Exempt	YES	• Time and a half pay or compensatory time after 40 hours actually worked in a work week. • Determination of pay vs comp time is based on departmental budget.
Non-Exempt: Department of Infrastructure	YES	• Time and a half compensatory time after 40 hours actually worked • In the event of a public safety emergency, the Senior Director has the discretion to grant overtime pay at time and a half to those employees performing emergency response duties at the request of their supervisor.
Non-Exempt: Public Safety Positions	YES	Time and a half overtime pay or compensatory time after 40 hours worked.
Non-Exempt: Law Enforcement and Corrections Officers	YES	Time and a half overtime pay or compensatory time after 86 hours worked in a 14 day pay period. The hours worked between 80 and 86 hours, for this period, are compensated at straight overtime pay or compensatory time.
Non-Exempt Catastrophic Event Pay	YES	Upon EOC activation and/or declaration of a local, state or federal disaster, non-exempt essential personnel (EP) may receive time and one-half pay in lieu of compensatory time, once the normal hours required before overtime eligibility have been exceeded.

All overtime must be preapproved by the Elected Official or Department Head. Only hours actually worked are included in the determination of overtime as it is based on hours actually worked. Sick leave, vacation, holidays, and other absences from the work place do not count toward the accrual of overtime. Time sheets must be balanced to the number of hours scheduled per pay period. As used above, overtime may refer to accruals of compensatory time or payments.
Compensatory time is limited to 240 hours, all hours above this limit will be paid at time and one-half.
*EMS and Emergency Communications use leave based on scheduled shift hours, rather than the pay period.

Employment

Recruitment

When a position becomes vacant, the position may be posted externally through Human Resources, internally (within the department) by the Elected Official or Department Head or the position may be filled by an applicant that has previously applied for a similar position within the past 180 days. The Elected Official, Department Head or their designee will make the final selection in the recruitment process. The chart below generally defines the processes:

Job Posting Options

Type	Description	Documentation	Process
External Job Posting	Vacant position is posted online through Human Resources.	A request to post must be sent to Human Resources.	Position will be posted through online hiring system for a minimum of 5 calendar days.
Internal Job Posting	Vacant position is posted internally through email or other written communication method within the hiring department only.	An email or manual written posting may be used to notify employees of the vacancy.	• Notify internal employees of the opportunity and provide instructions on how they must apply (i.e. via resume, email response, etc.). • Applications should be accepted for a minimum of 5 calendar days.
Applicant Pool	Applications are reviewed from a previous posting for the same or similar position.	Contact Human Resources to request applications from the previous posting.	Applications will be provided through the online hiring system for the hiring manager to review.

Candidate Selection Process

All candidates being considered should meet the minimum requirements for the position and should go through a consistent screening and interviewing process. Once a candidate is selected, the hiring manager must notify Human Resources to complete the final steps in the hiring process.

Nepotism

Nepotism is the hiring or influencing others to hire relatives without regard to merit. The County and the Texas Government Code Chapter 573 outline specific rules prohibiting the appointment, confirmation of appointment, or voting for the appointment (or confirmation of appointment) of a relative. Refer to the Texas Government Code Chapter 573(Relationships by Consanguinity or by Affinity) for additional clarification. In compliance with its own policies, the Commissioners Court will not affirm any Officer who is related to another employee within the same department.

Changes in relationships which may violate this policy, must be immediately reported to Human Resources

Employment

Hiring Post TCDRS Retirement

Williamson County elected officials, department heads, or other agents of the County may not make any prior commitments, agreements, or arrangements to rehire a Williamson County TCDRS retiree. Any retiree selected for a position with Williamson County will require pre-approval from the Human Resources Department due to TCDRS rules. If the retiree is on Williamson County retiree health benefits, the waiting period still applies.

Pre-Employment Screening

Potential employees of Williamson County may be required to submit to a criminal history check, physical exam, drug screening or other job specific screening, prior to employment. Any job offer is contingent upon successfully completing and meeting the requirements of these screenings. If additional information is received after employment begins which fails to meet the screening requirements, the employment relationship may be terminated. False information provided by an applicant will disqualify the applicant from consideration, or if discovered after employment begins may result in termination.

Post Hire

New Employee Orientation

All new employees must attend new employee orientation before the end of the pay period in which they are hired.

Direct Deposit

Direct Deposit is strongly recommended. The first pay check will be mailed to the address of record, as could the first paycheck whenever changing banking institutions or account information. Pay remittance slips can be viewed and printed online located on the Wilco Self Service site in Oracle.

Texas County and District Retirement System Contributions (TCDRS)

All officials, part-time and full-time employees are required to participate in the Texas County and District Retirement System (TCDRS) as a condition of employment. Temporary employees are exempt from participation as provided by Retirement System regulations. The required contribution is deducted from an employees pay each pay period.

Employment

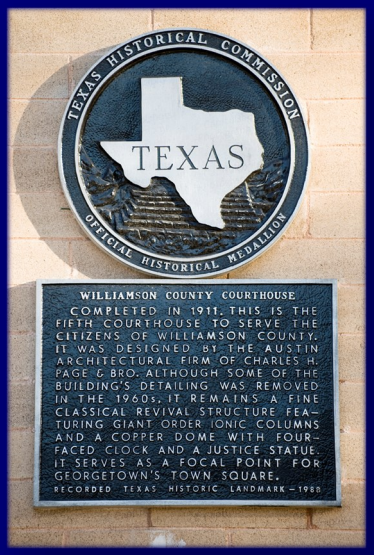
Transfers

Employees transferring from one County office or department to another should give at least a two week written notice to their current official/department head. The current official/department head may waive the two week period. If an employee status changes from a non-exempt to an exempt position, the employee's current compensatory time balance will be paid out as of the last day in the non-exempt position and at the hourly rate for the non-exempt position. Compensatory time will also be paid out when a non-exempt employee transfers from one County department to another. If an employee transfers from a position that allows for a higher vacation or sick leave balance, the amount that is in excess of the limit for the new position will be forfeited. Transfers to and from WCCHD, Museum or CSCD are considered employment separations.

Separation of Employment

Employees are required to provide at least a two week written notice in order to resign in good standing. The last day of employment is the last day the employee is present at work. Leave time cannot be used on the last day of employment, with the exception of administrative leave or medical leave covered under or at the conclusion of FMLA. In some cases, the last day of employment may be adjusted after a review and approval process involving the department, Human Resources, and the County Auditor's Office. At the discretion of the Elected Official or Department Head, the resignation may be accepted immediately or at any time within the resignation notice period. In the event that an employee passes away, the last date of employment will be the last date worked or the last day on approved leave with the exception of vacation leave. Employees must return all Williamson County property immediately upon request or upon termination of employment. Any items not returned may be deducted from the final paycheck for certain eligible employees.
The following will be paid on the final paycheck or when County assets have been disabled/returned to the County:

- Eligible accrued vacation time
- Comp time
- Unused holiday time banked prior to October 1, 2014



Adjusted Service Dates for Rehired Employees (non-retirement)

Employees rehired within 90 days from his/her last employment termination date, will be reinstated with service time based on a calculated adjusted service date. The adjusted service date is the original date of employment minus the number of break in service days. The adjusted service date will also be used for determining vacation and longevity accrual rates. Employees rehired 91 or more days after separation of employment will not receive service credit for previous employment, unless a one-time exception, that cannot exceed a one year break in service, is awarded based on review and approval by Human Resources (factors considered include high turnover positions, knowledge skills and ability's of a former employee or other special circumstances)

Refer to the Uniformed Services Employment and Re-employment Rights Act (USERRA) for reemployment rights if the break in service is related to active military leave. Contact the Human Resource Department for assistance.

Work Environment

Communications to Employees

All employees are assigned a County email address. County email is the official communication tool for employee communications. All employees are responsible for accessing and reviewing their County email on a regular basis.

Don't forget to check County email daily!

Breaks

Supervisors may schedule breaks to accommodate operating requirements. County offices are encouraged to stay open during the noon hour to better serve the public. Supervisors will inform employees of breaks, if any, and the break schedule. The Fair Labor Standards Act (FLSA) does not require employers to provide breaks or meal periods to employees.

- Breaks of less than 20 minutes will not require the employee to clock out and will be considered compensable time
- Breaks of more than 20 minutes (i.e. errands) will require non-exempt employees to clock out and not to perform any work during that time
- Lunch breaks will be for a period of not less than 30 minutes, during which the employee may not perform any work

Lactation breaks

For up to one year after a child's birth, any employee who is breastfeeding her child will be provided reasonable break times as needed with the same rules for breaks as listed above. Williamson County has designated certain rooms for this purpose. Employees who work off-site or in other locations will be accommodated with a private area as necessary.

Reporting Time Worked and Leave Time

Timesheets must be approved and signed off by the employee and department designee, on the day indicated on the payroll calendar by the time indicated by the Auditor Payroll Department. Employee timesheets must be balanced to their regularly scheduled hours for the work week.

- Nonexempt: Employees must report all hours worked and leave time taken in the timekeeping system.
- Exempt: Employees do not enter the hours worked, must record leave time such as sick, vacation, and FMLA in the timekeeping system. Holiday time is preloaded for all exempt employees. Payroll must be contacted to adjust holiday time if an exempt employee works on the holiday.

Time records are a governmental record and according to Texas Penal Code Section 37.10 you are tampering with a government record if you knowingly submit your time record inaccurately

Employee Leave Policies

Employees accrue vacation and sick leave on the last day of each pay period. The leave hours will be adjusted when employees have any unpaid leave, with the exception of workers compensation. The leave chart on the next page provides the policies related to the various leave types authorized by the County.

Leave Chart

Use of accrued leave must be approved by the Elected Official or Department Head

Type	Rate of Accrual	Max Pay Out	Policy
VACATION 160 hours accrual max	< 5 years= 3 Hours 5 minutes per pay period	80 hours	• Leave is accrued at the end of the pay period. • Changes in work schedules, may result in adjustments to leave balances & accruals. • Part-time employees earn 1.5 hours per pay period with the same max accrual as Full-time employees (Effective 10/1/16). • Proration may occur for full-time employees that work less than 30 hours per week. • Contact Human Resources for more information. • Accrual max rates will change to max payout rates effective 10/1/2022
	5 to < 10 Years= 4 hours 37 minutes per pay period	120 hours	
	10 + years= 6 Hours 10 minutes per pay period	160 hours	
VACATION (EMS Paramedics on 24 hour Shifts) 168 hours accrual max	< 10 years= 5 Hours 32 minutes per pay period	144 hours (6 shifts)	
	10+ years = 6 Hours 27 minutes per pay period	168 hours (7 shifts)	
SICK LEAVE 480 hours accrual max	4 hours per pay period	N/A (Not paid at termination)	• May only be used for illness or medical appointment for employee or *qualifying* family member, as defined by FMLA. • May not be used to care for a newborn child or the placement of a child with the employee for adoption or foster care without certification from the treating physician, of the child having a serious medical condition. • May be required to provide documentation. • Not a substitute for vacation. • Part-time employees earn 1.5 hours per pay period with the same max accrual as full-time employee (Effective 10/1/16).
SICK LEAVE (EMS Paramedics on 24 hour Shifts) 672 hours accrual max	6 hours per pay period	N/A (Not paid at termination)	
FLOATING HOLIDAY*	2 (8 hours) days per fiscal year (Effective October 1, 2017)	N/A (Not paid at termination)	• Only available to full time employees. • Must be used by the end of the fiscal year. • EMS Paramedics on </= 12 hour shifts will receive 2 days/hours based on normal shift assignment.
HOLIDAY*	• Part time employees receive 4 hours • Full-time employees 8 hours	N/A (Not paid at termination)	• Dates are established by Commissioners Court annually, subject to change. • Employee must work or be on approved paid leave the day before and after the holiday. • EMS Paramedics will receive up to 12 hours based on normal shift assignment.
BEREAVEMENT LEAVE*	2 (8 hour) days per fiscal year (Effective October 1, 2017)	N/A (Not paid at termination)	• May be granted following the death of a friend or family member at the discretion of your departments leadership. • Documentation may be required. • EMS paramedics will receive 2 days/hours based on normal shift assignment .
~~**Non-Exempt**~~ **PUBLIC SAFETY ADJUSTMENT**	64 hours per fiscal year, does not roll over	N/A (Not paid at termination)	• Includes positions in Law Enforcement, Corrections and Emergency Services with some exceptions. • Max of 4 hours per shift and must be used with 8 hours of holiday/floating holiday/bereavement to cover shift as scheduled.

*Refer to Non-Exempt Public Safety Adjustment policy

Leave Chart

Use of accrued leave must be approved by the Elected Official or Department Head

Type	Rate of Accrual	Max Accrual	Policy
CIVIL LEAVE	Includes jury duty, voting, work related court summons, USERRA (Uniformed Services Employment & Re-employment Rights Act)	N/A	• Employee must show jury duty summons to their supervisor and must return to work if time permits. County employees will be paid if they are required to miss their regularly scheduled work shift, in addition to the jury pay from the court. • Time off to vote may be approved due to unusual circumstances, please see Texas State Regulations. • Leave may be approved when an employee is summoned to testify for a case that is work related only. • The first 15 days (per fiscal year) of Military Leave (USERRA) will be paid without the requirement of leave usage by the employee. Beyond the first 15 days the employee may choose to use vacation leave or be placed on leave without pay. • Contact HR for further information related to USERRA leave and benefit continuation.
BAD WEATHER	As determined by order of the County Judge	N/A	• Employee must be at work or scheduled and ready for work on the day of office closure. • Employees on approved leave of any type are not eligible. • If office closure continues beyond 5 consecutive days, employees must use vacation pay, compensatory time, personal holiday or unpaid leave unless otherwise determined by Commissioners Court.
ESSENTIAL PERSONNEL LEAVE	As determined by order of the County Judge	N/A	• Leave is granted when exempt employees must work during office closure that has been declared by the County Judge. • EP leave must be used before the end of the current fiscal year.

Leave Chart

Use of accrued leave must be approved by the Elected Official or Department Head

Type	Rate of Accrual	Max Accrual	Policy
BANKED HOLIDAY LEAVE	Determined by number of hours worked on the holiday.	200 hours	• Will not be paid upon termination if earned after 10/1/14.
COMPENSATORY LEAVE	Refer to Overtime Policies for accrual.	240 hours	• Must be used before vacation time.
WORKERS COMPENSATION LEAVE	Used by employees that must miss work due to an on the job injury.	N/A	• Any on the job injury must be reported immediately, failure to report within 30 days of the injury may result in a denial of benefits including leave (Texas labor code Sec.409.001). • HR will coordinate leave and medical care with the Worker's Compensation carrier. • FMLA can run concurrently with lost time under workers' compensation and may provide for medical insurance continuation if you are receiving workers' compensation income benefits • Contact HR for more information.

Wilco PTO leave time is applied in the following order:
1) Compensatory time 2) Vacation leave

Note: All leave accruals are based on time actually worked by the employee, leave accrues at the end of the pay period and will be adjusted or removed if the employee has any unpaid leave, other than workers compensation, in the pay week.

A list of County Holidays can be found on wilco.org

For more information on FMLA visit: http://www.dol.gov/whd/fmla

Family Medical Leave Chart

As required by law, Williamson County will permit eligible employees to take family or medical leave ("FMLA leave"), in accordance with the terms of this policy

Eligibility	• Worked for the County for at least 12 months. • Worked a minimum of 1250 hours in the last 12 months.
Entitlement	**Qualifying Reasons/Policy**
Basic FMLA	
• 12 weeks, unpaid leave, per rolling year; if criteria is met including relationship rules	• FMLA is unpaid time off to care for a newborn child or the placement of a child with the employee for adoption or foster care. Employees are not eligible to utilize sick leave or sick leave pool, without certification of the child having a serious medical condition. • To care for spouse, child, or parent of the employee who has a serious health condition. • Employee's own serious health condition. • Employees requesting leave to care for an immediate family member with a serious health condition, may be required to submit proof of the familial relationship, such as a birth certificate or marriage license. • Eligible employees with accrued leave will have the leave applied in the following order when the leave is related to a serious medical condition: sick, PTO, essential pay, banked holiday, floating holiday. • Eligible employees with accrued leave will have the leave applied in the following order when the leave is <u>not</u> related to a serious medical condition: PTO, essential pay, banked holiday, floating holiday. • Holiday leave will not bank, it will be utilized in the week earned.
Military Family Leave– Qualifying Exigency Leave	
• Any period of absence due to or necessitated by USERRA-covered military service must be counted in determining an employee's eligibility for FMLA leave. • Employees may be entitled to take their Basic FMLA Leave for a "Qualifying Exigency" if the employee's spouse, son, or daughter, or parent is a member of the National Guard, Reserves, or a regular component of the Armed forces, and on covered active duty or called to covered active duty.	Qualifying exigency is unpaid time off and may include: • Short-notice deployment when the military member is notified seven or less calendar days prior to deployment. This is limited to 7 days of leave. • Attending certain military events related to the call to duty. • To attend to childcare and school activities necessary to arrange for alternative childcare necessitated by the call to duty. • To attend to certain financial and legal arrangements as a result of the military member's absence while on duty. • In some instances, to attend counseling arising from the covered active duty or ca\1 to covered active duty status of a military member. • To spend up to 15 days of leave with a military member on a short leave for rest and recuperation. • To attend post-deployment activities during the 90 days after the termination of the military member's covered active duty status or to address issues related to the death of a military member while on covered active duty. • To care for a military member's parent who is incapable of self-care when the care is necessitated by the military member's covered active duty, such as to arrange for alternative care for a military member's parent, to provide care on an immediate need basis or to attend meetings with staff at a military member's parent's care facility. • Other activities arising out of the military member's covered active duty or call to covered active duty as agreed upon by the Company and the employee. • Eligible employees with accrued leave will have the leave applied in the following order: PTO, essential pay, banked holiday, floating holiday.

Family Medical Leave Chart

As required by law, Williamson County will permit eligible employees to take family or medical leave ("FMLA leave"), in accordance with the terms of this policy

Entitlement	Policy
Military Family Leave– Service Member Caregiver Leave	
• Under certain circumstances, employees who meet the eligibility requirements for FMLA leave to take up to 26 weeks of leave in a single 12-month period to care for their ill or injured spouse, child, parent or next of kin (closest blood relative), who is a covered service member. • If a husband and wife both work for the Company and each wishes to take leave to care for a covered injured or ill service member, the husband and wife may only take a combined total of 26 weeks of leave. • The 26 weeks of leave includes any Basic FMLA leave taken. However, if the leave qualifies both for Basic FMLA leave and for Service member Caregiver Leave, then the leave will first be designated as Service member Caregiver leave. • The single 12-month period begins on the first day the eligible team member takes FMLA leave to care for a covered service member and ends 12 months after that date. If an eligible team member does not take all of his or her 26 weeks of leave entitlement to care for a covered service member during this "single 12-month period," the remaining part of his or her 26 workweeks of leave entitlement to care for the covered service member is forfeited. The 26 week leave entitlement is to be applied on a per-covered-service member, per-injury basis.	The term "covered service member" for purposes of Service member Caregiver Leave means: • A member of the Armed Forces (including a member of the National Guard or Reserves) who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness. • A veteran who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness and who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during the period of 5 years preceding the first date on which the veteran takes FMLA leave to care for the covered veteran. The term "serious injury or illness": • In the case of a member of the Armed Forces (including a member of the National Guard or Reserves), means an injury or illness that was incurred by the member in line of duty on covered active duty in the Armed Forces (or existed before the beginning of the member's covered active duty and was aggravated by service in line of duty on covered active duty in the Armed Forces) and that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating. • In the case of a veteran who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during a period when the person was a covered service member, means a qualifying (as defined by the Secretary of Labor) injury or illness that was incurred by the member in line of duty on a covered active duty in the Armed Forces (or existed before the beginning of the member's covered active duty and was aggravated by service in line of duty on covered active duty in the Armed Forces) and that manifested itself before or after the member became a veteran. • Certification for the serious injury or illness of the covered service member may be required, the employee must respond to such request within 15 days or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave.

Please contact Human Resources for additional information below:

- *Since the laws and regulations governing military leave and military family leave are frequently being changed, if you have any military related leave request, please check with Human Resources to determine eligibility under the then current applicable rules*

- Restoration of Employment
- Employee Benefits
- Group Health Benefits
- Relationship to PTO
- Notification
- Certification of Health
- Status Reports
- Intermittent Leave
- Failure to Return from FMLA Leave

Administrative Leave

Situations where administrative leave with pay are rare, but may be appropriate when the Department Head believes immediate action is necessary to protect an employee, the Department, the public, and/or needs additional time to investigate an employee's performance or behavior.

Type	Department	Policy
Administrative Leave (with pay)	Non-Elected & Elected Offices	• May not be used during or to extend FMLA. • Paid Admin Leave lasting more than ten days will require approval of the County Judge for non-elected offices only. • If the County Judge denies a request to grant admin leave with pay in excess of ten days, the non-elected office may appeal such denial to Commissioners Court. • The employee will be paid base wages, this will not count as hours worked for overtime purposes. • Medical benefits will continue at active employee rates. • The employee must contact his/her supervisor weekly, and remain available to return to duty with 12 hours' notice. • If the employee returns to work, he/she shall receive full credit for any suspended accruals/longevity/supplemental pay, unless determined otherwise. • Any paid leave time other than sick leave, that has been accumulated will be applied retroactively to the time spent on paid admin leave, upon returning to duty. • Leave will be applied as follows: compensatory time, vacation, banked holiday.
Administrative Leave (without pay)	Non-Elected & Elected Offices	• Temporarily suspends employees job duties. • Exempt employees may only be placed on admin leave without pay for serious infractions of workplace conduct policies. • Full days/full week periods are administered for Exempt employees on admin leave with out pay (partial days will not be granted). • Employees may not substitute accrued paid leave during unpaid admin leave. • Employee must coordinate payment of medical and dental benefits with the HR Department. • Employees may be required to periodically contact their supervisor.
Administrative Leave (with or with out pay)	Elected Offices County Auditor's Office Juvenile Services	• Must provide the Senior Director of HR with a written notice that sets forth: the name of the employee being placed on admin leave, whether admin leave is with pay or without pay, and the estimated duration of the leave. • If the employee is reinstated or terminated the Elected Official/Appointed Official must provide the Sr. Director of HR with the time and date of the employee's reinstatement/ termination.
Administrative Leave (with or with out pay)	Non-Elected Offices	• Department heads and appointed positions who are direct reports to Commissioners Court may place an employee on Admin Leave with pay with HR consultation. • Subject to the oversight of Commissioners Court. • HR will provide proper notices/estimated time duration to the employee that is placed on paid admin leave.
Reinstatement	Non-Elected & Elected Offices	• The County does not guarantee the reinstatement of an employee on admin leave, unless reinstatement is required by some other protected leave.
Other Information	Non-Elected & Elected Offices	• Paid leave will not be accrued while employee is on any admin leave for one or more full pay periods. • Longevity or supplemental pay shall not be paid while employee is on any admin leave for one or more pay periods. • Supplemental pay is defined in the budget order.

Elected Officials are strongly encouraged to comply with all administrative leave policies that are applicable to employees in non-elected offices. As a part of the Commissioners Court budgetary responsibilities and fiduciary oversight of public funds, the Commissioners Court will consider the amount of time that an Elected Official has granted in administrative leave during the prior fiscal year. Elected Officials will continue to maintain the right to terminate employees under their sphere of authority or provide harsher penalties, within applicable legal rules, than those that are set out and encouraged herein. Elected Officials are strongly encouraged to consult with the Sr. Director of the Williamson County Human Resources Department prior to placing employees on administrative leave and prior to making reinstatement and termination of employment decisions.

To view the full policy visit: policy center

Sick Leave Pool

Membership	Policy
BENEFIT SUMMARY	• Per Texas Local Government Code Sec.157.075: A participating enrolled employee is eligible to use time contributed to the County sick leave pool if: because of a catastrophic injury or illness and the employee has exhausted all the accrued paid leave and compensatory time to which the employee is otherwise entitled. • Provides sick leave to an eligible employee once the employee has exhausted all accrued/ banked paid leave. • The maximum amount of Sick Leave Pool (SLP) time that may be granted per benefit year will not exceed 1/3 of the total amount in the SLP, or 240 hours, whichever is less, at the time of the request for SLP.
ENROLLMENT	• One year of full-time employment must be completed as of first day of open enrollment. • A minimum of 8 Hours and no more than 40 hours must be contributed. • Must enroll each year during benefits open enrollment. • Contributed sick leave hours will be deducted on the 1st day of the pay period which includes January 1st.
QUALIFICATION	• An employee with an illness or injury that makes them unable to perform their job while on approved FMLA for their own serious medical condition. • SLP time will not be granted to an employee when they are receiving workers' compensation income benefits under the Texas Workers Compensation Act. • SLP time will not be granted beyond the end date of approved FMLA leave (12 week max). • There is no guarantee that an employee will receive or be eligible to be reimbursed for any time that they contribute. • Employees cannot receive time from the SLP if they are placed on temporary suspension, administrative leave, authorized non-medical leave without pay or are otherwise terminated.
PROCEDURE	• Employees must apply for permission to receive SLP benefits. (Contact the Human Resources Department for more information) • Upon receipt of the completed SLP benefit request, Human Resources will review the request, along with the FMLA documentation.
UTILIZATION	• The number of hours granted through the SLP will be based on the FMLA documentation. • SLP time may only be used for approved workdays and for holidays. • SLP benefit end when the employee returns to work, exhausts the SLP benefit, upon separation, suspension or administrative leave.
CONTRIBUTIONS	• Employee contributions of sick leave hours are irrevocable. • Sick leave hours that are contributed become the property of the SLP and cannot be returned. •Time contributed to the SLP cannot be designated to a particular employee. • If, at any time, the SLP balance falls below two times the number of members, each member will be required to contribute eight additional hours to maintain membership. • An employee separating from employment may contribute up to 80 hours of sick leave to the SLP. • All unused time that was granted to an employee from the SLP shall be returned to the pool.
DISCLAIMER	• The County may discontinue and/or terminate the SLP program without cause, legal repercussions, or ramifications with 120 day written notice to all participating employees. • If any provision of this SLP is determined to be invalid or unenforceable, it is the intention of the County that the provision will be reformed to the best extent possible in its sole discretion. • The guidelines, terms, and conditions of this SLP program may be amended at any time. The Commissioners Court must approve any recommended amendment.

Work Environment

Benefits

Williamson County offers an excellent comprehensive benefits package to all full time employees. Benefits are administered by the Benefits Administration team which is a division of the Human Resources Department. Benefit plans are reviewed annually by the Benefits Committee which has the responsibility to make final recommendations to the Commissioners Court for approval. Additional benefit information is provided in the chart below:

Benefits

- Full time employees are eligible for medical, vision, dental, group term life, voluntary term life, FSA and voluntary supplemental/ benefits coverage on the first of the month, following the completion of 60 days of employment.
- Current employees can make changes to benefits only during open enrollment or due to a qualified life event.

Type	Policy	Premium Payment
Medical **Vision, Dental**	• Full-time employees must enroll during initial open enrollment period and/or subsequent open enrollments.	• Employees are responsible for the employee portion of all benefit premiums. If an employee is on leave without pay(LWOP), for any reason, unpaid premiums must be paid through payroll deductions upon return to work. • Employees who do not return to work, after LWOP, are responsible for unpaid premiums. • Failure to pay premiums will result in termination of benefits. Benefits termination will be determined based on the last payroll deduction. • Upon retirement, the retiree benefit premiums must be paid prior to the month of coverage.
Voluntary Term Life	• Full time employees may purchase additional voluntary life insurance for themselves and their dependents during initial enrollment or during open enrollment.	
Short Term/Long Term Disability (STD/LTD)	• Full time employees may select STD/LTD during open enrollment. If STD/LTD are not selected during the initial open enrollment, or if there is a gap in coverage, an application will need to be submitted prior to coverage enrollment.	

Flex Spending Account (FSA)
Health & Dependent Care
	• Full time employees may elect FSA during initial benefit enrollment or subsequent open enrollments.
	• Maximums may apply.
		• If an employee is on leave without pay, for any reason, the employee is responsible for the elected benefit deduction to be paid within the same elected tax plan year of the elected benefit.
		• Contributions may be paid by the employee:
		  • After tax payment during leave without pay
		  • Pre-tax payroll deduction upon return
		• If contributions are unpaid, benefits may be terminated back to the last date of the pay period in which premiums are paid.

Group Term Life	• Full time employees receive group life insurance for themselves and covered spouse/children at no cost.	• Premiums paid by employer regardless of active employee status.
Voluntary Supplemental/ Benefits	• Full time employees may purchase these additional offerings during initial open enrollment or during a subsequent open enrollment.	• If an employee is on a leave without pay, premiums must be paid directly to vendors to avoid cancellation. • Once the employee returns to work, premiums will be deducted from paycheck as previously scheduled.
EAP	• EAP services are provided at no cost to all full time employees.	• n/a
Retirement	• Williamson County has a very generous retirement plan which all full-time and part-time employees are required to contribute to every pay period.	• n/a

Expenditure Guidelines

Type	Policy
Continuing Education & Training	• If the County requires an employee to attend a training/certification program directly related to their job description, the County may pay for the full or partial cost of the program including any training materials, exam, or licensing fees. • If the County pays for any portion of the class/training program and other fees, the employee must complete the requirements of the program including passing any exams required or the employee may be required to reimburse the County. • Recertification of any required job related certifications may be paid for by the County and are limited to two times for each renewal period. • The employee will be responsible for paying any further recertification costs if unsuccessful on the first two attempts and the employee will not be reimbursed. • Employees must have written approval from the Department Head/Elected Official for all second attempts for recertification. • The funds for these items must be available in the departments training budget.
Tuition Reimbursement	• The County may pay for tuition, related to obtaining a degree directly relevant to County business, as defined by the office or department involved, and pre-approved by the County Auditor for full time employees. • The training class/work must provide the skills and/or knowledge that is directly related to the job description. • A copy of the job description and the course/certification description must be submitted with the approval request. • The funds for these items must be available in the appropriate department's training budget • If approved, the County will reimburse only the actual number of credits per each course up to a total of 6 credit hours per fiscal year. • After completing the course(s)/testing and achieving a passing grade, per course requirements, employees may apply for reimbursement of 100% tuition or testing fees not to exceed that which would be payable at a state supported college or university.
Off-Site Staff Development	• Off-site staff development is a period away from normal activities for study and instruction under a professional trainer or a subject matter expert. • Off-site staff development is limited to once per fiscal year, per department/division. • The total cost for off-site staff development should not exceed the normal and/or customary cost for individual employee training expenses and meal reimbursements should not exceed the daily per-diem rate (per employee). • A list of attendees must be submitted for documentation as required by IRS Publication #463 (a sign up sheet is required).
Seminars & Conferences	• All training should be obtained at the closest possible location. • If an employee is registered to attend a training opportunity and is subsequently not able to attend, a County substitute should attend in their place or request a refund. • Only job related training will be processed for payment. • An employee can request payment directly to the seminar/conference by submitting a check request form to the Accounts Payable department with proper backup documentation, may take up to 20 days for processing. • Employees will not be reimbursed for registration fees until after the conference/training has taken place. • A receipt is required for all fees related to the conference/training.

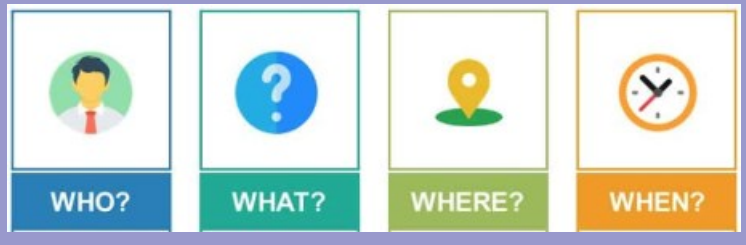
Expenditure Guidelines

Type	Policy
Airfare	• Employees are responsible for excess cost and additional travel expenses resulting from taking an indirect route, an early departure, or a delayed return trip for personal preference or convenience (supporting documentation showing the fee comparison is required). • Airfare must be paid directly to the airline or Accent Travel, (i.e. no other travel agencies such as Expedia). • Airfare purchased on a personal credit card will be reimbursed after the trip has been completed. • Air travel delays which require an overnight stay may be reimbursed with documentation supporting the delay if the airline has refused to provide complimentary lodging. • The County will not issue reimbursements for tickets purchased with frequent flyer miles. • A maximum of 2 bags will be reimbursed, excessive bag fee charges are not refundable. • For out of state travel, the County will reimburse personal auto mileage not to exceed what would have been the applicable airfare (Southwest Wanna Get Away) plus estimated ancillary charges such as airport parking, rental car, etc.
Car Rental	• Travelers may rent a car at their destination when it is less expensive than other transportation modes such as taxis, airport shuttles or public transportation. • Cars rented should be economy or mid-sized (luxury vehicle rentals will not be reimbursed). • Renting cars for travel within the County is prohibited unless otherwise approved by the Auditor's Office. • An employee may rent a car to travel to the business destination outside the County, only if the total cost of the rental is less than the mileage reimbursement cost, documentation showing the cost comparison between the rental cost and mileage may be required. • The rental car must be returned with a full tank of gas unless it has been pre-paid. Please use the less expensive option. • Rental cars must be rented from a nationally recognized company. (i.e. Hertz, Enterprise, etc.) • The rental agreement and the charge card receipt (if applicable) must be turned in with the expense request. • Insurance purchased when renting a vehicle may also be reimbursed. • The County has a government account with Enterprise, which includes insurance. Contact the Auditor's Office for the account number. It is strictly for business purposes. • A motor vehicle rental tax exemption certificate should be completed and turned in at the time of the rental for all vehicle rentals inside Texas (form located on the Auditor's Portal).
Personal Car Usage	• Any county official or employee who is authorized to use their personal vehicle to travel on official County business may be entitled to receive a reimbursement equal to the standard mileage rate allowed by the IRS. • For changes in work site, mileage is only reimbursed between County offices, it is not reimbursed when initially reporting to an alternate work location, or returning home from the alternate work location. • Mileage will be reimbursed based on the most common route, including toll roads (if a detour, note the detour and the additional mileage due to the detour). • For out of state travel, the County will reimburse personal auto mileage not to exceed what would have been the applicable airfare (Southwest Wanna Get Away) plus estimated ancillary charges such as airport parking, rental car, etc. • Reimbursement for mileage is prohibited between place of residence and usual place of work. • Mileage should be calculated from an employees regular place of work or residence, whichever is the shorter distance when traveling to a meeting, conference, or seminar. • When more than one employee travels in the same vehicle, only the driver may claim mileage reimbursement. • To be reimbursed for the use of a personal vehicle, travelers must provide the following information on their expense report, per IRS guidelines: date, location traveled to and from, purpose of travel and number of miles traveled. • Tolls and parking fees, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of the expense must be submitted for reimbursement. • Airport parking fees are limited to $15 per day (ABIA economy lots B-G are least expensive). • It is the responsibility of the employee to keep track of mileage. • Employees assigned to a County vehicle are not eligible for mileage reimbursement. • Operating and maintenance expenses, as well as other personal expenses (such as parking tickets, traffic violations, car repairs and collision damage) are not reimbursable.

Expenditure Guidelines

Type	Policy
Lodging	• Lodging expenses are reimbursed only if travel is beyond a 45 mile radius from the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626. • Government rate or least expensive rate should be requested at all times. • Hotel accommodations require an itemized hotel folio as a receipt. • When lodging is shared by two or more employees, the names of the authorized travelers should be noted on the receipt. • Personal telephone charges, whether local or long distance, are not reimbursable. • Single room rate charge plus any applicable tax is reimbursable, no exceptions.

Meals	• The reimbursement for meal costs in travel of less than one day will be reimbursed on the employee's paycheck and will be processed as taxable income.
	• Meals are reimbursable only for County business trips that are outside the County with the exception of; Commissioners Court meetings that extend beyond 1:00 p.m. and off-site staff development opportunities that are held within the County.
	• Meal reimbursements are limited to a maximum of $50.00 per day:
	  ▪ $20.00 for meals when traveling outside the County for day trips.
	  ▪ $20.00 for meals on day of return for overnight travel (unless returning after 8pm).
	  ▪ $50.00 for meals when traveling outside the County with an overnight stay or work hours extend beyond 8:00pm (documentation may be required).
	  ▪ If an overnight stay is required, out of County, but the stay does not exceed a 45-mile radius from the Historic Courthouse, an employee may claim an amount up to the $50.00 overnight allowance for meals, lodging will not be reimbursed.
	  ▪ $50.00 for meals when traveling outside the County for day trips and the work hours extend beyond 8:00pm (documentation may be required).
	• Any meals related to business travel cannot be charged to the p-card except in certain cases, approved in advance by the Auditor.
	• All meals not associated with an overnight stay are taxable.
	• Meal receipts are not required for per-diem.
	• Alcoholic beverages are not reimbursed.
	• If employment duties require traveling to alternate work locations within the County, meals are not reimbursable.
	• Meals purchased for entertainment/business purposes are not allowed.
	• Meal reimbursements are paid for County employees only.



Expenditure Guidelines

Type	Policy
General Travel Information	• An advance will not be issued for travel expenditures. • All travel expenses must be supported with an itemized receipt. • Purchases for airfare, hotels, car rentals, and expense reimbursements, all require back-up documentation indicating the business purpose of the expense. Acceptable documentation must contain the dates, location and purpose of the trip, which could include the following: training/meeting agenda, certificate of completion, conference registration, etc. • Reimbursement for transportation costs will be at the most reasonable means of transport, such as purchasing Southwest Airlines tickets at the Wanna Get Away rate. • Additional expenses associated with the extended travel (such as a Saturday night stay) may be reimbursed when the cost of airfare would be less than the cost of additional expenses (lodging, meals). Documentation is required to justify the expense. • The use of travel websites such as Expedia, Priceline, Travelocity, etc., are prohibited as these expenses and taxes are not itemized, and generally do not have cancellation policies. Rental cars may be an exception if an itemized receipt is available. Accent Travel is available for booking airfare, and there is an account setup for the County. • Cancellation fees or unused travel expenses, are not reimbursable unless due to a business related expense, or a personal emergency as approved by the County Auditor. Documentation for the change must be submitted for consideration. These include fees related to changing or canceling a flight, cancelation fees related to lodging, or unused travel arrangements. • Personal purchases using a p-card are not allowed. If a charge is made on a p-card for a personal purchase (by mistake), employees must include a check made payable to Williamson County, with the p-card statement. • Expense reimbursements & p-card statements both require their own backup documentation (who, what, when, where) as applicable.
Expense Reimbursement	• With the exception of per diem and mileage, all requests for reimbursement require itemized receipts. • Each expense reimbursement must have the employee signature and department head approval. • All expense reimbursements must be received in the Auditor's Office within 60 days of the incurrence of the expense. Any items over the 60 days will be denied reimbursement; unless specifically approved by the County Judge. • Tax for meals, airline tickets, hotel stays and parking are normally the only taxes that will be reimbursed for purchases. The sales tax exemption form is available on the Auditor's Portal. • Employees are responsible for repayment of inappropriately reimbursed expenses whenever an audit or subsequent review of the travel expense reimbursement documentation finds an employee submitted reimbursement contrary to these guidelines. • Expenses incurred due to an employee or an elected official serving on a board or committee of an association related to County employment will only be reimbursed to the extent that the association does not reimburse. Documentation of the request for reimbursement, will need to be provided from the association along with the association's denial of the request. • The Auditor's Office may request additional documentation for any or all reimbursements. • Reimbursements for business travel require documentation showing the purpose of the trip, the location, the dates, and the person attending. (who, what when, where) • Hotel folios should be included as backup when possible.

Non-Reimbursable Expenses

Type	Examples
Personal Purchases	• Damage to personal items (clothing, vehicles/auto repairs, etc.). • Personal phone calls. • Laundry services or personal clothing. • Personal doctor bills, prescriptions, and other medical services. • Entertainment, movie rentals, saunas, massages, or exercise facilities. • Baby-sitter fees, personal kennel costs, pet or house sitting fees. • Expenses incurred by a spouse or other individual accompany you on a business trip.
Meals Food Drink	• Coffee, tea, and other related items used by employees while in the office. • Alcoholic beverages/tobacco products. • Drinking water services. • Refreshments for office parties, retirements, etc. (Excludes Employee Fund Allowable Events).
Travel	• Short term or valet parking at the airport (other than short term parking related to prison transports). • Parking should not exceed $15 per day. Economy B-G lots are long term parking lots at ABIA, and are approved for County Employee Parking. • Non-Airport Parking: Valet service is not an option unless safety is a concern. • Mileage to/from County functions, not related to official County business (ex: retirement party). • Transportation to places of entertainment or similar personal activities. • Excessive weight baggage fees or cost associated with more than two airline bags. • Upgrades to airfare, hotel or car rental.
Miscellaneous	• Expenses related to County Government Week or holiday decorations. • Flowers/Plants • Greeting, thank you, or holiday cards. • Fines and or penalties. • Credit card delinquency or service fees. • Lifetime memberships to any association. • Donations to other entities. • Any items or fees that could be construed as campaigning, i.e., Chamber of Commerce dues or other civic organization dues, fees for parade entry, items with elected officials name (other than letterhead). • Sales tax on goods purchased. • Community outreach items exceeding $2 per item.

Per section 52 of the Texas State Constitution, all items using County Funds must serve a direct benefit to the County. Any non-reimbursable expense or charge on the County Procurement Card, must be reimbursed to the County as soon as possible.

Expenditure Guidelines

Type	Policy
Uniforms	The relevant elected official will issue uniforms for law enforcement and corrections personnel, subject to policies. Uniforms for all County personnel are subject to the following County–wide policy*: 1. Employees will not be issued a uniform, unless the department head has determined that the wearing of a uniform is a reasonable job requirement. 2. All uniforms will be distinctive and not adaptable for personal use. Items that can be easily converted to everyday use, such as jeans and most footwear are taxable to both the employee and the employer. The employee will be taxed for these types of purchases on their paycheck. 3. The uniform must be worn at all times while on duty, required by management as a condition of employment. The uniform may also be worn while traveling directly to or from a location where the uniform is required or while on an authorized meal or other break. The uniform may not be worn at any other time. 4. All uniforms and other County property must be promptly returned if County employment ends. 5. Employees will not be issued a uniform without written acknowledgment of this policy. 6. Current budgeted funds cannot be expended for uniforms except in compliance with this policy. 7. Footwear including the type/brand for all departments must be approved during the budget process. *The Commissioners Court must approve uniform funding for any official, employee, or reserve deputy.
Other Expenses	• A department may purchase small appliances (i.e. microwaves, refrigerators) for the convenience of their employees. • Only paid receipts will be reimbursed. • For additional details on ineligible expense items refer to the County Budget Order. • If a receipt is unattainable or is lost, a written statement must be submitted for the expense. • Reasonable tips are allowed for alternate means of transportation, such as taxis, shuttles, and Uber rides.
Employee Recognition Expenses	• Employee recognition expenses should be nominal in nature and will only be reimbursed up to the amount designated in the Budget Order. • Employees can be taxed for these items. • In order to avoid an item being taxable, recognition items must clearly identify the purpose. The following purchases will be allowable for the following: Employee Recognition: · Plaques, awards or certificates of recognition for service · Plaques, awards or certificates of recognition for retirement · Plaques, awards or certificates of recognition for exemplary job performance • Employee requirements: • $40 for employees with up to 15 years of service • $80 for employees with more than 15 years of service • No reimbursement of sales tax will be allowed. • Refer any questions to the Auditor's Office for clarification of purchases in this area prior to incurring expenses. • The purchase of gift cards, refreshments, except as indicated in the Budget Order (cakes, drinks, etc.), or meals is not allowable as they are taxable items.

Compensation

Compensation Philosophy

The objective of the County compensation system is to demonstrate the honor and value we place on working in public service. Accordingly, the County's total compensation policy is to be competitive within the relevant, comparable labor markets by:

- Basing our minimum salaries on the market median
- Recognizing outstanding performance and organizational contributions through the use of the merit pay policy
- Maintaining the public trust in the County's financial stewardship
- Ensuring accountability for compliance with all Federal, State and local laws, as well as County policies

Salary Study

It is the intention of the Commissioners Court that a comprehensive salary study be conducted for every position classification at least once every five fiscal years. Some positions may be reviewed more often based on factors including high turnover, recruitment difficulty or market demand.

Participant	Role and Responsibility	Policy/Process
Commissioners Court	• The Commissioners Court shall set the amount of compensation, office and travel expenses, and all other allowances for County and precinct offices and employees who are paid wholly from the County funds.	• Sec. 152.011, Texas Local Government Code
Human Resources	• Maintains all official job descriptions. • Works closely with departments/offices to clearly understand structure & how each position fits within the organization. • Identifies positions to be reviewed during the current salary study. • Gathers & analyzes market data. • Provides recommendations to the Commissioners Court.	• The position classifications that have been identified for the study will be presented to Commissioners Court. • Kick-off & other meetings as necessary will occur between HR & participating departments/offices throughout the salary study. • Job descriptions & job analysis tools will be reviewed and/or updated prior to data collection. • Requests will be sent to the identified market entities. (see Market below) • Data received will be analyzed & compiled. • Pre-recommendation meetings will occur between HR & department/offices. • Recommendations will be presented to Commissioners Court. • Post-recommendation hearings will be scheduled for departments/offices that wish to address Commissioners Court. • All changes will be effective in the new fiscal year following Commissioners Court approval.
Departments/Offices	• Each department/office will select a designated point of contact. • Works closely with HR to ensure that the organization structure and positions are fully understood.	• Attends meetings throughout the process. • Completes job analysis tools as needed.
Market (based on population, entity structure and/or geographic location)	• Provides substantiated market data for the identified positions.	Counties used for the study will be: Bell, Brazoria, Hays, Montgomery, Fort Bend, Denton, Collin & Travis Cities used for the study will be: Cedar Park, Georgetown & Round Rock *This list may be amended as needed based on unique attributes of some position classifications

Salary Study Findings

Human Resources is responsible for conducting the salary study and making recommendations to Commissioners Court based on the findings. Recommendations require Commissioners Court approval for implementation.

Recommendation	Policy/Process
Title Change	• Titles may be recommended for change when it is determined that a new title would better reflect the required job duties, responsibilities and/or market standards. • Some job titles are unique and therefore can only exist in the departments/offices that manage the services of those position types (example: the position title "Corrections Officer" can only exist within the Sheriff's Office)
Pay Grade Increase	• Pay grade increases may be recommended when the salary study data indicates that the current minimum salary is below market median. • Employee's moving up in pay grade will be adjusted to the minimum of the new grade, if current salary is a lesser amount.
Pay Grade Decrease	• Pay grade decreases may be recommended when the salary study data indicates that the current minimum salary is above market median. • An employee with a current salary that is above the new pay grade maximum will not receive a reduction in pay, however, merit eligible positions will be limited to a lump sum merit.
FLSA Exemption Status	• Fair Labor Standards Act (FLSA) exemption status will be updated when it is determined that the position is currently misclassified, as required by law. • The update will occur at the beginning of the next pay period following the determination for any position that must be changed from exempt to non-exempt and as determined most appropriate for a change from non-exempt to exempt. • Compensatory time will be paid at the time of the update, for positions changing status from non-exempt to exempt.

Compensation

Pay Frequency and Work Week

Payday is every other Friday, or the last business day prior to any holiday that falls on a Friday.

- A pay period consists of two weeks' pay ending on the Thursday of the previous week before pay day.
- The official work week for County departments is 12:00 a.m. Friday to 11:59 p.m. Thursday unless otherwise notified.
- The official work week for the 911 Emergency Communications Department is 6:00am Friday to 5:59am the following Friday.
- The payroll calendar is located on the Auditor's Portal.

Don't forget to check pay slips online at any County Computer!

Payroll Corrections

Underpayment: Any underpayment in compensation for 16 hours of regular pay (excludes OT or supplemental pay) or less will be processed on the following pay cycle.
Overpayment: No employee is entitled to retain any pay in excess of the amount he or she has earned according to the agreed-upon rate of pay. If an employee has been paid in excess of what he or she has earned, the employee will need to return the overpayment to the County as soon as possible. Any overpayment will be regarded as an advance of future wages and absent repayment, will be offset in whole or in part from the next available paycheck(s) until the overpaid amount has been fully repaid. Each employee will be expected to sign a wage authorization agreement to acknowledge the amount and provide for the offset.
Deductions: Every effort is made to apply deductions accurately. If you have any questions about insurance/benefits deductions, contact the HR Benefits Department. If you have questions about any other deductions from your pay, please contact the Auditor Payroll Department immediately.
Discrepancies: If your pay does not accurately reflect all hours worked, you should report your concerns to Human Resources. Every report will be fully investigated and corrective action will be taken. In addition, the County will not allow any form of retaliation against individuals who report alleged violations of this policy.

Pay Schedules (pay charts)

Williamson County has multiple pay schedules that cover all classified positions. These pay schedules are approved by the Commissioners Court. For more information on current pay schedules refer to the internal Human Resources website.

Timeline for Compensation Changes

Salary study changes, approved COLA's, annual tenured based LE and C step increases, and any other compensation changes approved during the annual budget processes are effective October 1 each fiscal year.

If merit is allocated through HR driven bulk upload, reviews should be completed and merit keyed on the HR provided spreadsheet by November 1. Merit can also be allocated through Oracle and entered by the department throughout the year after the bulk upload until early August.

Compensation

Court Reporters

Employment Status

Court Reporters are non-exempt employees of the County that perform primary duties for the Court and also may have secondary independent contractor jobs preparing transcripts. In this second statutory role, who ordered the transcript and when the transcript is prepared dictates whether the Court Reporter is paid wages for time worked, or paid by the page for producing the transcripts.

Work Hours

When Court Reporters are working for the Court, recording and reading back court proceedings, attending court hearings, or preparing transcripts for the Court at work or on special assignment by the Court, these are hours worked that must be recorded. An example of "on assignment by the Court" includes instances where the Court Reporter is required to perform duties at the direction of the Court in another location, or when the Court instructs the Court Reporter to work away from the Court House to complete a transcript for the Court.

Court Reporters are required to accurately record actual time worked for the Court, including time when they are required to be at the Court or at any other designated place to perform work. Any hours worked beyond forty hours in the work week shall be compensated with compensatory leave, pursuant to the County's policy. Vacation leave, sick leave, compensatory leave or holiday leave must be used for any scheduled work time missed during the pay period.

Transcripts Prepared For or Paid By the Court/State/or Local Government

Transcripts (1) prepared for the Court, any judge, another court, County Attorney, District Attorney, Attorney General, State, State Agency, Public Defender, or any other public entity or person, or (2) paid for by the County for a public entity or private attorney, are subject to the following rules:

- Transcripts Prepared During Working Hours
  Transcripts prepared for the public entities and persons listed above as a part of the Court Reporter's daily or assigned duties during work hours shall be paid their salary wages for all hours worked, but no additional pay per page of transcripts prepared at work.

- Transcripts Prepared Outside of Hours Worked
  Transcripts prepared for the public entities and persons listed above, by the Court Reporter on his or her own time and outside of any other work for the Court (i.e. attending, recording and reading back court proceedings), shall be paid the maximum established per page rate for transcripts established by the Court, or State, as may be applicable, for such transcripts prepared by the Court Reporter. Time spent preparing transcripts for these parties outside of work, on the Court Reporter's own time, is not considered time worked and no salary wages or overtime will be paid in relation to this time.

- Private Paid Transcripts
  Private paid transcripts are ordered by third parties such as attorneys, media, etc. Preparation of transcripts, including any portion thereof, for private paid clients cannot be conducted during the normal work hours or utilizing County equipment, office space or supplies. This is an independent contractor relationship between the Court Reporter and the third party client, and the production of the transcript must be performed outside of hours the Court Reporter performs work for the Court. The fees and collection of payment for these transcripts shall be freely negotiated between the Court Reporter and the third party client, and are not set by the judge who presided over the proceedings.

Compensation

Salary and Position Changes

The chart below indicates the policies related to pay increases and decreases due to position changes, vacancies and/or merit. All changes are contingent on budgeted fund availability. Any funds remaining in a department merit line items will roll over each budget year unless otherwise determined by the Court. Any request outside of these policies will require the approval of Commissioners Court.

Salary/Position Changes

Type	Description/ Policy	Pay +	Pay -	Approval Process	Additional Information
Merit	• Merit funding can only be used for performance pay increases. • Merit is awarded based on job performance which is evaluated by the applicable department head or elected official. Therefore, an employee must receive a performance evaluation in order to be eligible for a merit increase. • An employee is eligible for merit after 90 days in their current position.	Max of 5% per employee, per budget year* authorized as a merit percentage amount and issued as a lump sum only.	N/A	• Oracle workflow required • Each processing period will have a cut off date. Employee must have completed 90 days of employment by that date • A line item transfer form must be submitted in addition to the workflow • Merit can only be transferred out of the merit line item • Merit is not transferrable between positions	• District Court Reporters, Elected Officials, Director of Juvenile Services, County Auditor, Positions on the LE and C Charts are not eligible for merit increases. • Merit for small departments with 4 or less merit eligible employees that do not roll up to a department with an 8000 account, will be granted merit at 1% higher than the amount approved by the Commissioners Court not to exceed 5%. (i.e. if the Court approves merit at 3%, the small departments will receive 4%) • Verification of evaluation required.
Position Salary Surplus	• Cannot be used for merit increases. • Cannot be requested to be moved between positions after February 15th.	Refer to filling a vacancy, promotion and or reclassification policies.	N/A	Refer to filling a vacancy, promotion and reclassification policies.	Contact HR for additional requirements.
Lateral Moves	When an employee moves to a new or like position with the same grade.	Can utilize money on new position up to employee's current salary.	Can utilize money on new position up to employee's current salary.	Oracle workflow required	Employees cannot receive a salary increase when they move laterally, outside of merit. Normal merit policies apply.
Filling a Vacancy	When a current employee separates from employment or position Applies to B Chart only	A vacant position may be filled with a salary up to 15% above the minimum of the pay grade, effective 10/1/2018. See promotion for current employees (no additional pay increases in the first 12 months with the exception of merit)	N/A	Oracle workflow required	The maximum salary for a position cannot exceed the budgeted annual salary even if the full amount may not be used during the budget year due to the position being vacant for part of the year. (i.e. budgeted salary = $30,000, position vacant 6 months = $15,000 not used, when filled the maximum salary cannot exceed $30,000 even though $15,000 is unused).
Retention	An increase in pay that is awarded to an employee, as an incentive to retain them in their current position, when the employee has received a bona-fide job offer from another department or employer or there is a high risk that the employee will be recruited or seek employment for a similar position with another employer/department with a higher salary.	Maximum of 10% above the current salary*	N/A	Approval by Commissioners Court, public hearing required Change will be effective on the first pay period after Court approval Oracle workflow required Verification required	Contact HR for additional requirements.

*15% maximum annual (budget year) increase per employee (includes retention, merit, re-organization and reclassification, does not include promotions or salary study changes). Multiple pay changes cannot be processed on the same day.

Compensation

Salary/Position Changes

Type	Description/Policy	Pay +	Pay -	Approval Process	Add'l Info
Promotion	• When a current employee is hired into a different position with a higher pay grade. • No additional pay increases in the first 12 months with the exception of merit.	Max 15% above minimum of the pay grade, effective 10/1/2018,or 10% above current salary, including overtime average, whichever is greater. [Cannot exceed maximum of pay grade or budgeted amount for position]	N/A	• Oracle workflow required • HR will partner with Payroll and provide an overtime rate.	Promotions and Merit cannot be processed during the same pay period
Demotion	When a current employee is hired into a position with a lower pay grade or is demoted to a lower pay grade.	N/A	Maximum decrease to the minimum of the new pay grade	Oracle workflow required	• Written justification required • Salary may remain the same if within the new pay grade
Shift Transfer	• Current employee is transferred to a different shift with a higher pay grade. • Viewed as lateral move.	Cannot exceed max of pay grade or budgeted amount on the position	N/A	Oracle workflow required	
Reclassification	A change in one or more positions which impacts the organization chart of the department or elected office as a result of one of the following: **1. A position conversion is a significant change (defined as 40% or more) to the job description that includes the addition or deletion of significant duties and/or responsibilities. Will include title, grade, and/ or FLSA status change If the conversion results in a position change that is not consistent with the original intent of the position, it will be reviewed by the Budget Office.** **2. A minor reclassification (less than 40%) cannot occur outside of the Salary Study process, with the exception of changes that are due to turnover in a key position (elected/ appointed official, department head or director) or a change to FLSA status as determined by HR.** **3. Human Resources will review all reclassification requests and recommended changes will be placed on the Commissioners Court agenda for approval.** A position can only be reviewed for reclassifications during the annual budget, or between November 1st and February 15th. *May require a public hearing	Minimum of the pay grade or up to 10% above current salary as determined appropriate during the approval process	Maximum decrease to the minimum of the new pay grade	Submission of reclassification request through the budget software or HR Sharepoint, as determined by the type of request with back up documentation	Support documentation required: • Current job description(s), current ORG chart, proposed job description, proposed ORG chart and justification for review (i.e. turnover, added duties, etc.)
Career Ladder Advancement	A department with an approved career ladder may advance employees according to the parameters established in the career ladder documentation. Must be approved during the annual budget process, or between November 1st and February 15th.	Based on the steps in the chart or career ladder approved by Commissioners Court. No additional funding is allocated for career ladders.	Based on the steps (when appropriate)	Submission of request through budget software or during Nov 1- Feb 15th timeline, with backup documentation	Documentation of each position that will advance along with the approved career ladder plan

Compensation

Longevity Pay (excludes Commissioned Officers)

Longevity pay is based on an individual employee's length of service with Williamson County. Service time with other entities is not recognized.

· Full-time employees will accrue the following per pay period:

$24.00 per pay period after five years of employment
$48.00 per pay period after ten years of employment
$72.00 per pay period after fifteen years of employment
$96.00 per pay period after twenty years of employment
$120.00 per pay period after twenty-five years of employment

· Longevity pay begins with the pay period following the completion of five years of employment and increases each five years to a maximum of 25 years (Subject to proration).
· Longevity is paid as a lump sum each December for the previous year, calculated starting from the first pay period in December, with the exception of employees previously authorized to receive payments bi-weekly.

Part-time employees will no longer be eligible for longevity effective November 18, 2016.

Statutory Longevity Pay – Commissioned Officers

Commissioned officers in the Sheriff's Office are eligible to accrue statutory longevity pay (Texas Code – 152.074), at the rate of $5 per month for each year of service (up to a maximum of 25 years) after the first year anniversary of their certification as a peace officer.

Longevity for Commissioned Officers is paid bi-weekly.

Tenure Pay Scale Compensation Policies

Positions will be included on the Tenure Pay Scale as determined appropriate by the Human Resources Department and the Elected/Appointed Official. Approval by Commissioners Court is required. All policies below are contingent on available budget or available position budget, depending on the time of year. Years of service are based on continuous service (with no break of more than 90 days as a regular employee in an approved tenure pay scale position in the Sheriff's office, the offices of the County Attorney or District Attorney, or in any Constable's office. Employees transferring between these departments may receive credit for their current step based on available budget and the approval of the hiring department and/or Commissioners.

Compensation

Tenure Salary/Position Changes

Type	Policy	Pay + Pay -	Approval Process	Additional Documentation
Annual Step/Tenure Progression	Employees in tenure positions move from one step to the next on the first day of the first full pay period in October of each year, subject to funding by the Commissioners Court. Employees with less than six (6) months of service as of the first full pay period in October will advance to the next step after 6 months of service at Williamson County, and following the first full pay period after Commissioner Court approval. Step/tenure progression ends at the top step of each position rank.	See Tenured Pay Chart	Oracle workflow required	May be required
Promotion	When a current employee is promoted to a higher ranking position, the tenured grade is based on years of service, pending budget availability.	See Tenured Pay Chart	Oracle workflow required	May be required
Demotion	When a current employee is demoted to a lower ranking position, the tenured grade is based on years of service.	See Tenured Pay Chart	Oracle workflow required	May be required

Tenure Salary/ Position Changes

Type	Policy	Pay+ Pay -	Approval Process	Additional Documents
Certification Pay	Certification pay will be paid to non-elected commissioned peace officers and eligible corrections officer (County Jail) who hold a full-time active duty position in a law enforcement or corrections capacity with the County. Payment for an entire fiscal year beginning on October 1st will be based on the level of certification held as of September 15th of the preceding fiscal year. For new hires, certification pay will be paid based on certification level at the date of hire. This pay must be added into the regular rate of pay when calculating overtime. Certification pay does not transfer with an individual employee who leaves a corrections officer position to accept a law enforcement position nor does it transfer with an individual employee who leaves a law enforcement position to accept a corrections officer position except when the corrections officer position is that of a Bailiff.	• Law enforcement officers--$60 per month for Advanced Certification; $90 per month for Masters Certification. This pay must be added into the regular rate of pay when calculating overtime • Corrections officers--$60 per month for Advanced • Certification; $90 per month for Masters Certification. This pay must be added into the regular rate of pay when calculating overtime • Certification pay may move with the employee to accommodate promotions/ position changes within the department.	Oracle workflow required	Must submit a TCOLE document to the Human Resources Department. Funding must be available.
Filling a Vacancy	All personnel newly hired from outside Williamson County for positions subject to tenure chart at the first pay increment for the position for which they are hired, unless they qualify for a prior service credit	Credits for Prior Service may apply- See Prior Service Credit	Oracle workflow required	Must submit a TCOLE document to the Human Resources Department. Funding must be available.
Prior Service Credit	Qualified law enforcement applicants and current officers can receive prior service credit	• Maximum amount for external hire is current funding on vacant position • Prior service credit is only granted at original date of hire or when an existing employee receives a promotion.	TCOLE service verification must be submitted	TCOLE Service Verification required
Transfer from Law Enforcement To Corrections	Law enforcement officers who transfer from the law enforcement division to the corrections division will be placed at the pay increment corresponding to their time of continuous of tenured service (with no break of more than 90 days in both corrections and law enforcement with Williamson County, if the proper Corrections certification is obtained.)			

Employee Responsibilities

Personal Conduct

Type	Policy	
Tobacco Free Workplace	Williamson County is a tobacco free workplace. The use of tobacco and non-tobacco products such as vapor, e-cigarettes and the use of chewing tobacco or like products is prohibited on all Williamson County premises. Employees who violate this policy are subject to appropriate disciplinary action up to an including termination of employment.	
Drug and Alcohol Testing Policy	Williamson County is committed to a safe workplace. In compliance with Federal and State laws pre-employment, random and post-accident (or near accident) drug and/or alcohol testing may be required for potential or current employees in positions that are mandated by law. Additionally, drug and/or alcohol testing may be required for positions identified as safety sensitive or for reasonable suspicion. Reasonable suspicion includes the report of observation of drug/alcohol use or the suspicion of such, determined by the employee's supervisor. The supervisor must then consult with the Human Resources Department.	
	Refusal	Refusal to submit to a drug test may result in immediate termination of employment
	Positive Results	
	Employees with a positive test result may be subject to immediate termination, if determined appropriate based on factors related to the matter (i.e. safety concerns, job performance, etc.)	
	Pre-Employment	An applicant with a confirmed positive drug/alcohol test will not be hired and cannot be considered for employment for a period of one year after the confirmed positive result.
	Random	First Offense - An employee with a confirmed random positive drug/alcohol test will be required to attend drug/alcohol counseling/treatment at their own expense and provide documentation of completion. Failure to attend and complete counseling/ treatment will result in immediate termination of employment. Once documentation is provided a determination of continued employment will be made by the Department and Human Resources. Subsequent Offenses – Any employee with a confirmed random positive drug/alcohol test will be subject to random testing on a frequent basis if re-instated after initial completion of treatment. Further positive test results will result in immediate termination. Post-Accident/Near Accident- Any employee with a confirmed post-accident drug/ alcohol test will be terminated immediately.
	Reasonable Suspicion	First Offense - An employee with a confirmed reasonable suspicion positive drug/ alcohol test will be required to attend drug/alcohol counseling/treatment at their own expense and provide documentation of completion. Failure to attend and complete counseling/treatment will result in immediate termination of employment. Once documentation in provided a determination of continued employment will be made by the Department and Human Resources. Subsequent Offenses – Any employee with a confirmed reasonable suspicion positive drug/alcohol test will be subject to random testing on a frequent basis if re-instated after initial completion of treatment. Further positive test results will result in immediate termination. If an employee feels that they may have a drug or alcohol problem, they may contact Human Resources or the Employee Assistance Program for information on available resources.

Employee Responsibilities

Personal Conduct

Type	Policy
Sexual Harassment	Sexual harassment is prohibited and is an unlawful employment practice in violation of Title VII of the Civil Rights Act of 1964. Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when: *Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment. *Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or such conduct has the purpose or effect of unreasonably interfering with an individual's performance or creating an intimidating, hostile, or offensive work environment. *Off duty actions may constitute sexual harassment. Examples of sexual harassment: • Unwelcome sexual advances, propositions, sexual comments or suggestive or lewd remarks. • Physical assaults or other physical conduct of a sexual nature, including unwanted hugs or touches. • Sexual displays or publications anywhere in the workplace, including derogatory or pornographic posters, pictures or drawings. Other prohibited harassment: • Any unwelcome verbal or physical conduct that belittles, shows hostility, or ridicules an individual because of race, color, gender, religion, national origin, disability, age or sexual orientation when such conduct is so severe or pervasive that it unreasonably interferes with an individual's work performance and creates an intimidating, hostile or offensive work environment. *Each official, department head, supervisor, and employee has the responsibility to maintain a work environment free of such harassment and to report or file a complaint as soon as possible. Officials and employees involved in a sexual harassment situation are required to cooperate in any investigation that occurs.* Employees who believe they have been sexually harassed should report their complaint immediately. Verbally inform one of these individuals: o Their Supervisor o The next level of management above their Supervisor o The Human Resources Department Reporting: All complaints received by any elected official, department head, or supervisor must be immediately reported to Human Resources. Violations may result in disciplinary action up to and including termination of employment. All complaints will be investigated. Disciplinary Measures Where an investigation reveals that allegations of unwelcome harassment are true, appropriate remedial action, including discipline, will be taken. All disciplinary measures will be implemented promptly and shall be commensurate with the person's conduct. The remedies vary depending on the entire facts and circumstances found by the investigation.
Arrest/Criminal Conviction	Employees are required to report arrests, convictions and changes in the status of any criminal proceedings immediately to their supervisor and department head or elected official. Failure to notify the appropriate authority may result in immediate termination.

Employee Responsibilities

Personal Conduct

Type	Policy
Political Activity	Employees are encouraged to vote and to exercise other responsibilities of citizenship consistent with state and federal law and these policies. Employees are not required to contribute to any political fund or render any political service to any person or party. Employees will not be dismissed, suspended, demoted, or otherwise prejudiced for refusing to do so. Employees may not: • Use official authority or influence to interfere with, or affect the result of an election or nomination for office. • Directly or indirectly coerce, attempt to coerce, command, or advise a local or state officer (or employee) to pay, lend, or contribute anything of value to a party, committee, organization, agency, or person for a political purpose. County employees, except elected officials, may not participate in political activities while on County duty. Employees are expected to remove County uniforms and identification, including rank and/or title, before participating in a political activity. In addition, no County-owned property, vehicle, building, and/or office may be used for displaying campaign materials or for conducting any partisan political activity. This section does not apply to the use of the Courthouse, Courthouse grounds or County buildings when used for the purpose of political announcements approved by Commissioners Court.
Solicitation	Persons not employed by Williamson County may not solicit or distribute literature in the workplace at any time for any purpose. Williamson County recognizes that employees may have interests in events and organizations outside the workplace; however, may not solicit or distribute literature concerning these activities during working time. (Working time does not include lunch breaks, or any other periods in which employees are not on duty.) In addition, the posting of written solicitations is limited to County bulletin boards. An employee should check with the department head or elected official for approval. Solicitations using electronic systems, including County email, are prohibited and subject to the Electronic Systems Use Policy located in the Policy Center
Retaliation	If an employee reports a violation of the law to an appropriate law enforcement authority, they cannot be suspended, terminated, or otherwise discriminated against by the County or an Elected Official. This policy prohibits retaliation against public employees who report official wrongdoing including sexual harassment.
Attendance	Employees are expected to be at work, on time and to complete their scheduled shifts. Employees that miss three consecutive shifts without notification will be separated from employment and considered to have resigned without notice.
Gifts/Gratuities	The Texas Penal Code Section 1.07(a)(41) and Texas Penal Code 36 include specific definitions and details regarding gifts, gratuities and bribery for public servants. A public servant means a person elected, selected, appointed, employed, or otherwise designated as one of the following: (even if they have not yet qualified for office or assumed duties) • An officer, employee, or agent of government • A juror or grand juror • An arbitrator, referee, or other person who is authorized by law or private written agreement to hear or determine a cause or controversy • An attorney at law or notary public when participating in the performance of a government function • A candidate for nomination or election to public office • A person who is performing a governmental function under a claim of right, although they are not legally qualified to do so It is the responsibility of the employee, officer or agent of the government to read and understand all aspects of the Texas Penal Code Section 1.07 and Texas Penal Code 36 that relate to gifts, bribery and acceptance of honorarium.
Outside Employment	Outside employment is acceptable, as long as it is outside the hours they are scheduled to work for the County. Also as long as such employment does not violate state laws concerning abuse of office or employment, interfere with normal duties, and does not constitute a breach of ethics or conflict of interest.

Employee Responsibilities

Discipline

Discipline may include both corrective action and more conclusive measures, including termination. The appropriate level of discipline will be determined based on the facts of the disciplinary violations. Below are some examples of violations of workplace conduct:

- Insubordination
- Conduct unbecoming of a County employee
- Abuse of sick leave
- Conviction of a crime
- Violence in the work place
- Poor attendance
- Theft
- Poor job performance
- Harassment
- Discrimination
- Retaliation

This list is not all inclusive

Grievance Policy and Procedure

Summary

For employees in offices of Elected Officials, the grievance process defined by the Elected Official should be followed. Elected Officials are the final appeal level for their respective departments.

This guidance does not alter the employment-at-will relationship in any way. Final decisions on grievances will not be precedent setting or binding on future grievances, unless they are officially stated as County policy. When appropriate, the decisions will be retroactive to the date of the employee's original grievance.

Procedures for Employees in Non-Elected Office Departments

Employees may file a grievance at any time and cannot be retaliated against for the filing of the grievance. Employees are encouraged to discuss any issues with their supervisors/managers prior to filing a grievance.

For procedures to follow in the event of a grievance by an elected official, see:

- Chapter 152, Sec. 152.014 Local Government Code

Informal Grievances

An informal grievance is presented verbally. The first step in the informal grievance procedure:

- Attempt to resolve the grievance by an informal conference with the Supervisor.
- However, if the official or department head is the wrongdoer in instances of harassment, retaliation, or potential whistle blower activity the employee should immediately contact the Human Resource department.
- If the informal conference does not result in a satisfactory resolution of the problem, the formal grievance steps should be followed.

Employee Responsibilities

Grievance Policy and Procedure

Formal Grievances

The steps for a formal grievance are as follows:

1) Must be in writing, signed and presented to the supervisor of the employee submitting the grievance, within ten business days after the alleged issue occurred. A statement of the specific corrective action that requested must be included in the written grievance.
    - In the event that it would be inappropriate to address the grievance with said supervisor, such as when the supervisor is the wrongdoer, the employee should go to the department head or elected official
    - If the department head or elected official is the wrongdoer in instances of harassment, retaliation, or potential whistle blower activity, the employee should contact Human Resources
2) After being presented with a written and signed grievance, the supervisor will:
    - Meet with the employees involved and other people necessary to gather the facts
    - Immediately notify the Department Head and the Human Resource Department
    - Attempt to resolve the grievance with the employee
    - Communicate the decision in writing within ten business days after the receipt of the grievance
    - Send a copy of the proposed resolution to the elected official/department head and the Human Resources Department
3) If the employee filing the grievance does not receive a written resolution from the supervisor within ten business days, from the date the grievance was filed or is not satisfied with the proposed resolution, then:
    - They must file a written appeal, within ten business days, with the department head along with a copy to the Human Resource Department.
4) The Department Head will review the facts and the file, and may investigate the charges personally or through a designee.
    - The person(s) conducting the investigation may meet with the parties involved.
    - The Department Head/ Elected official will respond in writing to the employee within ten business days of the date the appeal was received.
5) If the Department Head is appointed by the Commissioners Court, Juvenile Probation Board, or District Judges, and the employee who submitted the grievance does not receive a written resolution from the Department Head within ten business days of the date the grievance was appealed, (or if unsatisfied with the appointed Department Heads proposed resolution)
    - A written appeal must be filed within ten business days, with the appropriate appointing authority (i.e., Commissioners Court, Juvenile Probation Board, or District Judges) through the Human Resource Department.
6) The appropriate appointing authority will then review the facts and the file and conduct an investigation, if deemed appropriate, before deciding. The appropriate appointing authority's decision is final. Longer intervals to facilitate investigation or fact-finding on behalf of the County may be appropriate depending upon the grievance and may increase the 10 day response time, accordingly.

Social Media

While Williamson County encourages employees to enjoy and make good use of your off-duty time, certain activities may become a problem if they affect their work. An employee's online presence can reflect on Williamson County. The lines between public and private, personal and professional information are blurred in this context. Be aware that comments, posts, or actions captured via digital or film images can affect the image of Williamson County. If an employee is posting to personal networking sites and speaking about job- related content or about the County, the employee should identify him/herself and use a disclaimer to make it clear that the views are not reflective of the views of County. Subject to the restrictions below, generally, employees may use personal social media any way they choose. With these goals in mind, employees must follow these rules in their use of social media, both on and off duty:

- Employees are prohibited from publishing any personal information about themselves, another employee of Williamson County, applicants, or an associate of Williamson County in any public medium (print, broadcast, digital, or online) in any format (written, video or image) that:
    - Has the potential or effect of involving themselves, co-workers, or Williamson County in any kind of dispute or conflict with other employees or third parties.
    - Interferes with the work of any employee.
    - May create a harassing, demeaning, or hostile working environment for any employee.
    - Disrupts the smooth and orderly flow of work within the office, or the delivery of services to Williamson County's taxpayers or customers.
    - Harms the reputation of Williamson County among its taxpayers or in the community at large.
    - States falsities or is defamatory of others and the County.
    - Reveals information that should be treated as confidential (by law) and/or information regarding the personal or private conduct, health information, and affairs of that person and interaction with other people that is unrelated to the person's job performance or official duties for Williamson County is personal information.

- Workplace personal conduct standards, including but not limited to equal opportunity, anti-harassment and anti-discrimination, apply at all times. This prohibits posts containing obscene or sexually explicit language, images, acts and statements. Other forms of postings that ridicule, malign, disparage or otherwise express bias against any race, religion, disability, ethnic origin, sexual orientation or any other protected class of individuals are also prohibited.
- Employees may not use County equipment or facilities for non-work-related activities or business including social media. Personal social media activities should not be conducted while working or on the clock.
- Conducting oneself in such a way that his/her actions and relationships with others could become the object of gossip in the office, or causing unfavorable publicity for Williamson County in the community, is prohibited.
- If an employee creates a personal blog, they must provide a clear disclaimer that the views expressed in the blog are theirs alone, and do not represent the views of Williamson County. All information published on any blog(s) or other posting(s) should comply with Williamson County confidentiality and disclosure policies. This also applies to comments posted on other social networking sites, blogs and forums
- The Commissioners Court strongly recommends all County Departments/Offices abide by the Social Media Policy above.
- <u>Any violations of this policy are subject to disciplinary action, up to and including termination.</u>

DOT Regulated Drug & Alcohol Testing

Introduction

This policy outlines the responsibilities of employees, supervisors and managers with regard to drug and alcohol testing of employees in safety-sensitive positions in accordance with U.S. Department of Transportation regulations, issued under the Omnibus Transportation Employee Testing Act of 1991.

Policy Statement

It is the policy of the County to comply fully with the regulations mandating pre-use, random, reasonable suspicion and post-accident drug and alcohol testing in accordance with regulations issued by the U.S. Department of Transportation. This policy applies to employees whose job requires them to obtain and retain a Commercial Drivers License (CDL) and operate a Commercial Motor Vehicle (CMV) and/or perform safety-sensitive functions.

Designated Employee Representative:

Human Resource Generalist II

Servicing the Departments of Infrastructure, Unified Road Systems and Fleet Services.

512-943-1533, humanresources@wilco.org

Definitions

Performing a Safety-Sensitive Function: Any period in which the employee is actually performing, ready to perform, or immediately able to perform any safety-sensitive functions.

Safety-Sensitive Function: Any of the on-duty functions set forth in 49 CFR 395.2, and on-duty time.

On Duty Time: All the time from the time a driver begins work or is required to be in readiness to work until the time the driver is relieved from work and all responsibility for performing work. On-duty time shall include:

- All time at the County or shipper plant, terminal, facility, or other property of the County or shipper, or on public property, waiting to be dispatch, unless the driver has been relieved from duty by the County.
- All time inspecting, servicing, or conditioning any commercial motor vehicle at any time.
- All time spent at the driving controls of a commercial motor vehicle.
- All time, other than driving time, spent on or in a commercial motor vehicle.
- All time loading or unloading a commercial motor vehicle, supervising, or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments loaded or unloaded.
- All time spent performing the driver requirements associated with an accident.
- All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.
- All time spent providing a breath sample or urine specimen, including travel time to and from the collections site, to comply with the random, reasonable suspicion, post-accident, or follow up testing required by 49 CFR 385.2.
- Performing any other work in the capacity, employ, or service of the County.
- Performing any compensated work for a person who is not the County.

DOT Regulated Drug & Alcohol Testing

Prohibited Conduct

Alcohol Concentration

No employee shall report for duty or remain on duty requiring the performance of a safety-sensitive functions while having an alcohol concentration of 0.02 or greater, or perform or continue to perform safety-sensitive functions.

On-Duty Use

No employee shall use alcohol while performing safety-sensitive functions.

Pre-Duty Use

No employee shall perform safety-sensitive functions within four hours after using alcohol.

Use following an accident

No employee required to take a post accident alcohol test, shall use alcohol for eight hours following the accident, or until the employee undergoes a post-accident alcohol test, whichever occurs first.

Refusal to Submit a Required Alcohol or Controlled Substance Test

No applicant shall refuse to submit to a pre-employment controlled substance test required under 382.301. No employee shall refuse to submit to a post accident alcohol or controlled substance test required under 382.303, a random alcohol or controlled substances test under 382.305, a reasonable suspicion alcohol or controlled substance test required under 382.307, a return-to-duty alcohol or controlled substances test required under 382.309, or a follow -up alcohol or controlled substance test required under 382.311. No employee shall perform or continue to perform safety-sensitive functions, who refuses to submit to such tests.

Controlled Substance Use

No employee shall report for duty or remain on duty requiring the performance of safety sensitive functions when the driver uses any drugs or substances identified in 21 CFR 1308.11 Schedule I.

No employee shall report for duty or remain on duty requiring the performance of safety-sensitive functions when the driver uses any non-schedule I drug or substance that is identified in the other schedules in 21 CFR part 1308 except when the use is pursuant to the instructions of a licensed medical practitioner, as defined in 382.107, who is familiar with the employees medical history and has advised the driver that the substance will not adversely affect the employees ability to safely operate a commercial motor vehicle. Employees that perform safety-sensitive functions are required to inform Human Resources of any therapeutic drug use.

Controlled Substance Testing

No employee shall report for duty, remain on duty or perform a safety-sensitive function, if the employee tests positive or has adulterated or substituted a test specimen for controlled substances.

Employee violations of prohibited conduct are not authorized by Williamson County to operate a commercial motor vehicle or perform any safety-sensitive functions.

DOT Regulated Drug & Alcohol Testing

Circumstances for Testing

Types of Tests: To the extent practicable, all tests will be conducted during employees' normally scheduled work hours. All testing required by this policy will be conducted in accordance with the Omnibus Transportation Employee Testing Act of 1991 and drug testing guidelines and regulations issued by the Department of Transportation. The following tests are performed by 3rd party medical personnel and are required:

- **Pre-employment:** All applicants with a bona-fide job offer for employment in CDL positions or that perform safety-sensitive functions, candidates for transfer or promotion to such positions are subject to screening for improper use of alcohol or controlled substances.
- **Post-Accident.** Conducted following an occurrence involving a County owned commercial motor vehicle, while performing a safety–sensitive function, whose performance could have contributed to the accident, as determined by a citation for a moving traffic violation, or resulted in bodily injury to any person, or disables one or more motor vehicles as a result of the accident, and for all fatal accidents even if the driver is not cited for a moving traffic violation. Employee must remain available for such testing or will be deemed a refusal.
    - Alcohol tests should be conducted within 2 hours, but in no case more than 8 hours, after the accident.
    - Any Employee required to be tested but needs medical assistance, must get the needed medical assistance first.
    - CDL employees must refrain from all alcohol use until the test is complete.
    - Post-accident drug tests must be conducted within 32 hours.
    - Employee is placed on paid administrative leave until the results are confirmed.
- **Reasonable Suspicion.** Conducted when a trained supervisor or manager observes behavior or appearance that is characteristic of alcohol or illicit drug misuse.
    - If a CDL employee's behavior or appearance suggests alcohol or drug misuse, a reasonable suspicion test must be conducted.
    - If a test cannot be administered, the employee must be removed from performing safety-sensitive duties for at least 24 hours.
    - Testing for alcohol abuse must be based upon suspicion which arises just before, during or just after the time when the employee is performing safety-sensitive duties.
    - Testing for substance abuse may occur at any time upon suspicion.
    - Reasonable suspicion testing may only be conducted after consultation with the Senior Director of Human Resources and/or DER.
- **Random**: Conducted on a random, unannounced basis just before, during or after performance of safety-sensitive functions for alcohol or at any time for drugs.
    - Each year, the number of random alcohol tests conducted by the County must equal at least 25% of all the safety-sensitive CDL employees.
    - Random drug tests conducted by the County must equal at least 50% of all employees that require a CDL or perform safety-sensitive functions.
- **Return to Duty:** Conducted when an individual who has violated the prohibited alcohol or drug standards returns to performing safety-sensitive duties after successful complying with the recommended treatment and education, verified by the 3rd party substance abuse professional (SAP).
    - The Sap will develop the employees follow-up testing plan; outlining for the County the number and frequency of follow-up testing that will take place. Follow-up tests are random within the follow up period.
    - Must test negative for Drug and Alcohol prior to returning to duty.
    - Follow-up testing may be extended for up to sixty (60) months following the return to duty, determined by the SAP.

DOT Regulated Drug & Alcohol Testing

Testing Procedures

- **Alcohol:** DOT rules require breath testing using evidential breath testing (EBT) devices.
    - Two breath tests are required to determine if a person has a prohibited alcohol concentration.
    - A screening test is conducted first. Any result less than 0.02 alcohol concentration is considered a "negative" test. Therefore, any result with a 0.02 alcohol concentration or greater is considered a "positive" test. If the alcohol concentration is 0.02 or greater, a second, confirmation test must be conducted.
- **Drugs:** Drug testing is conducted by analyzing a employee's urine specimen, and must be conducted through a U.S. Department of Health and Human Services certified facility, which may conduct onsite collections.
    - Specimen collection procedures and chain of custody requirements ensure that the specimen's security, proper identification and integrity are not compromised.

    DOT rules require a split specimen procedure.

    - Each urine specimen is subdivided into two bottles labeled as primary and split.
    - Both bottles are sent to the laboratory.
    - Only the primary specimen is opened and used for the urinalysis.
    - The split specimen remains sealed at the laboratory.
    - If the analysis of the primary specimen confirms the presence of illegal controlled substances, the employee has 72 hours to request that the split specimen be sent to another DHHS certified laboratory for analysis.

    All urine specimens are currently analyzed for the following drugs:

    Marijuana (THC), Amphetamines, Opioids, Phencyclidine (PCP) and Cocaine.

Testing is conducted using a two-stage process.

- First, a screening test is performed.
- If the test is positive for one or more of the drugs, a confirmation test is performed for each identified drug.
- Sophisticated testing requirements ensure that over-the-counter medications or preparations are not reported as positive results.

All drug tests are reviewed and interpreted by a 3rd party physician designated as a Medical Review Officer (MRO) before they are reported to the County.

- If the laboratory reports a positive result to the MRO, the MRO will contact the driver and conduct an interview to determine if there is an alternative medical explanation for the drugs found in the urine specimen.
- For all the drugs listed above, except PCP, there are some limited, legitimate medical uses that may explain a positive test result. The MRO will take into consideration when the use is pursuant to the instructions of a physician who has advised the driver that the substance does not adversely affect the driver's ability to safely operate a commercial motor vehicle.
- If the MRO determines that the drug use is legitimate, the test will be reported to the Designated Employer Representative and the Senior Director of Human Resources as a negative result.
- Failure to cooperate with MRO requests will be considered a positive result.

DOT Regulated Drug & Alcohol Testing

Refusal to Submit to an Alcohol or Drug Test

Refusal to submit to an alcohol or controlled substances test means that a CDL employee:

- Fails to provide adequate breath for testing without a valid medical explanation after he or she has received notice of the requirement for breath testing in accordance with the provisions of this policy.
- Fails to provide adequate urine for controlled substances testing without a valid medical explanation after he or she has received notice of the requirement for urine testing in accordance with the provisions of this policy.
- Refuses to wash his or her hands after being directed to do so during collection of a urine sample.
- Admits to the collector of a urine sample that he or she has adulterated or substituted their specimen.
- An observed collection of a urine sample, fails to follow the observer's instructions to raise his or her clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if he or she has any type of prosthetic or other device that could be used to interfere with the collection process.
- Possesses or wears a prosthetic or other device that could be used to interfere with the collection process.
- Behaves in a confrontational way that disrupts the collection process or otherwise engages in conduct that clearly obstructs the testing process.

The examples above are not all inclusive as there are other acts and circumstances that may be deemed as a refusal under Part 40 and DOT regulations. Refusal to test is considered a positive result. Employees who refuse to submit to an alcohol or drug test are prohibited from performing safety-sensitive functions and will be placed on unpaid administrative leave.

Consequences of Alcohol/Drug Misuse and Refusals

Employees who perform safety-sensitive function that violate any of the prohibited conduct under the DOT Regulated Drug & Alcohol Testing policy or violates any other provisions of the DOT testing rules, the employee will be immediately removed from performing such duties.

- Disciplinary action, up to and including termination, may be imposed upon an employee who performs safety-sensitive functions that engages in prohibited alcohol or drug conduct or refuses to test.
    - A positive post-accident alcohol or drug test will result in termination.
    - The first time an employee alcohol test result is 0.02 or greater, but less than 0.04 will be placed on unpaid administrative leave for a minimum of 24 hours.
    - A second alcohol test with a result of 0.02 or greater, but less than 0.04 must be evaluated by a DOT approved substance abuse professional, and comply with any treatment recommendations to assist the employee with their alcohol or drug problem, at the employees expense, prior to returning to a safety-sensitive function.
- The first time a safety-sensitive employee tests positive for alcohol use greater than 0.04 or drug use, or refuses to test, and is not terminated, they must be evaluated by an DOT approved substance abuse professional (SAP), and comply with any treatment recommendations to assist the employee with their alcohol or drug problem, at the employees expense, prior to returning to a safety-sensitive function.
    - If this employee has agreed to participate in the SAP program and Return–to-Duty testing, he/she will be placed on unpaid administrative leave, unless FMLA qualifications are met, until the SAP program has been deemed successfully completed by the substance abuse professional.
    - After successfully completing the SAP requirements, the employee may be eligible to return to work.
    - If this employee tests positive for alcohol greater than 0.02 or drug use, a second time during the return to duty testing or after successful completion of the SAP/Return to Duty program, will be terminated.

DOT Regulated Drug & Alcohol Testing

Information/Training

- All personnel responsible for supervising and managing CDL employees must attend at least two hours of training on alcohol and drug misuse symptoms and indicators used in making determinations for reasonable suspicion testing.
    - Supervisors and managers will be instructed on the detection of abuse problems and the enforcement of the testing policy.
- Educational information will be made available on Wilco 365 which will focus on the potentially dangerous effects of drug and alcohol use and abuse, the effects on job performance measured in loss of productivity, and the potential safety hazards presented to the individual employee, other employees and the public.

Employee Assistance Program

- All employees have access to Williamson County's EAP where they may receive assistance for alcohol or drug misuse.

This Policy is a summary of the various rules and requirements that apply under the DOT and Federal Motor Carrier Act to certain employees. In all circumstances the applicable federal rules and regulations, as they may appear from time to time, control over any contrary, ambiguous, or omission related to the County Policy. Employees with questions about any issues related to the County's Policy or applicable rules should consult with the Designated Employer Representative or the Senior Director of Human Resources.

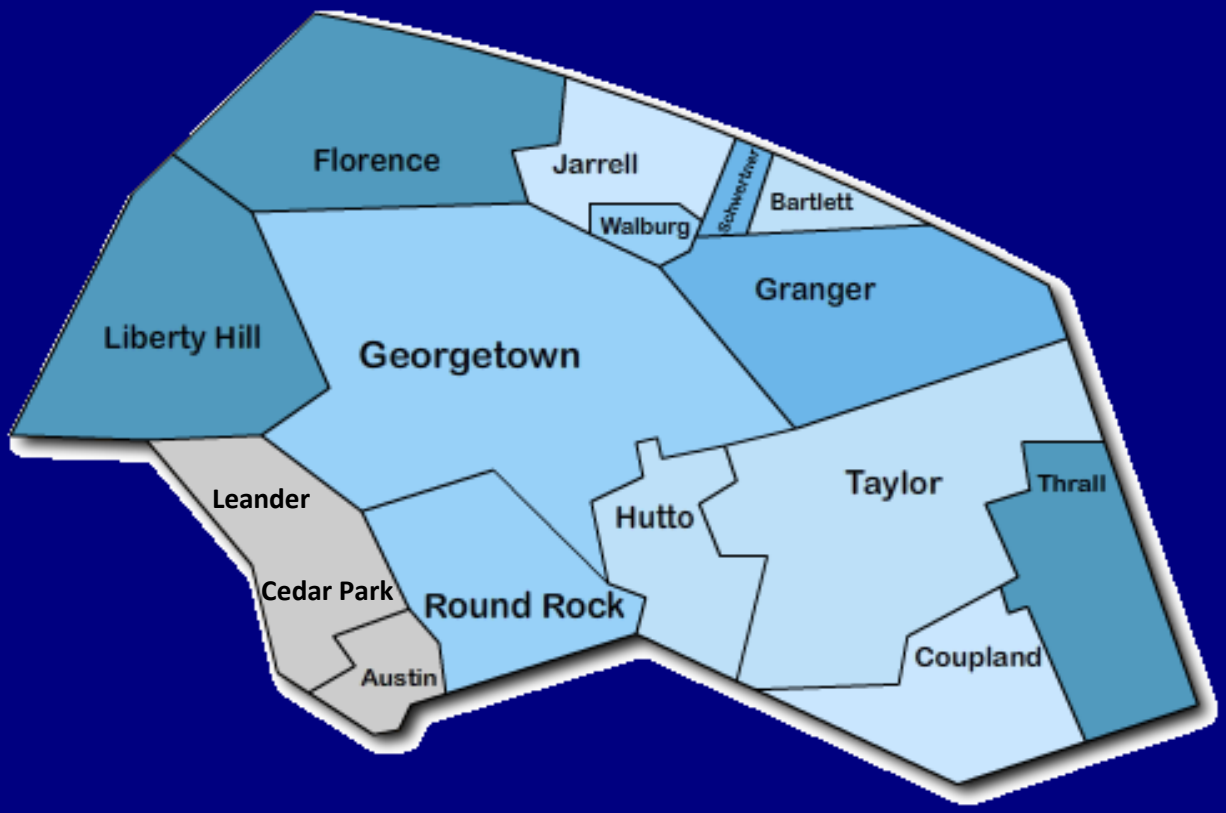
For additional policy information contact the Human Resources Department or visit the policy center.

100 Wilco Way Suite HR101

Georgetown, TX 78626

512-943-1533

HUMAN RESOURCES



Commissioners Court - Regular Session **40.**

Meeting Date: 05/18/2021

Tax Collection Agreement

Submitted For: Larry Gaddes **Submitted By:** Judy Kocian, County Tax Assessor Collector

Department: County Tax Assessor Collector

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action to approve the Tax Collection Agreement between the CLL Municipal Utility District No. 1 and the County of Williamson, Texas.

Background

Under provisions of Texas Government code Section 791.001 and Texas Property Tax Code Section 6.21, the County, through its Tax Assessor/Collector shall serve as the Tax Collector for the Jurisdiction for ad valorem tax purposes for those properties stated in the Tax Collection Agreement. The three original documents of the Tax Collection Agreement with the CLL Municipal Utility District No. 1 requires the County Judge's signature as well as the County Tax Assessor/Collector. The original documents have been signed by the County Tax Assessor/Collector and are being sent via interdepartmental mail to the County Judge's office indicating the location for his signature. Please return all signed original documents to the Tax Assessor/Collector's office for further distribution.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CLL MUD

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	05/10/2021 09:51 AM
Form Started By: Judy Kocian		Started On: 05/07/2021 10:22 AM
Final Approval Date: 05/10/2021		

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

TAX COLLECTION AGREEMENT

WHEREAS, the CLL Municipal Utility District No. 1 and the County of Williamson, Texas, have the power and authority with reference to the terms of TEX. GOV'T. CODE ANN. §§ 791.001 et seq., and TEX. PROP. TAX CODE ANN. §§ 6.21 et seq., as amended, to authorize the County of Williamson, Texas, through its duly elected Tax Assessor/Collector to act as the Tax Collector for the above-named Jurisdiction for those properties within Williamson County.

NOW, THEREFORE, for the consideration hereinafter expressed and the mutual condition hereof, it is mutually agreed by and between the CLL Municipal Utility District No. 1 , a political subdivision duly organized and existing under the laws of the State of Texas, hereinafter referred to as the Jurisdiction, and the County of Williamson, Texas, hereinafter referred to as the County, as follows:

1. A. Under the provisions of TEX. GOV'T. CODE ANN. §§ 791.001 et seq., and TEX. PROP. TAX CODE ANN. §§ 6.21 et seq., as amended, the County, through its Tax Assessor/Collector, shall serve as Tax Collector for the Jurisdiction for ad valorem tax purposes for those properties in Williamson County only in the year this document is executed and subsequent years pursuant to the terms herein provided. The County agrees to perform for the Jurisdiction all necessary duties authorized, and the Jurisdiction does hereby expressly authorize the County, through its Tax Assessor/Collector, to do and perform all acts necessary and proper to collect property taxes which are levied by the Jurisdiction.

B. The Jurisdiction shall be responsible for complying with all the statutory requirements for the annual setting of a tax rate as specified in Chapter 26 of the Texas Property Tax Code and/or Section 49.236 of the Texas Water Code. The County assumes no responsibility for the performance of any of the statutory requirements for setting rates for the Jurisdiction.

C. Any information required to be posted on a website of the Jurisdiction per Chapter 26 of the Property Tax Code shall be the responsibility of the Jurisdiction. The Jurisdiction shall provide the County information as necessary to timely comply with the requirements specified by Chapters 26.16 and 26.17 of the Texas Property Tax Code.

2. A. The County agrees to prepare and mail all tax statements, provide monthly collection reports to the Jurisdiction, prepare tax certificates, develop and maintain both current and delinquent tax rolls for the Jurisdiction, meet the requirements of the Property Tax Code, as amended, and to develop and maintain such other records and forms as are necessary or required by law or state rules and regulations related to the collection of the taxes levied by the Jurisdiction.

The County undertakes and agrees to make available to the Jurisdiction full information about the tax collection operation of the County and to promptly furnish written reports reasonably necessary to keep the Jurisdiction advised of all financial information affecting the Jurisdiction.

B. The Jurisdiction authorizes the County to approve on behalf of the Jurisdiction all refunds pursuant to TEX. PROP. TAX CODE ANN. § 31.11. Refunds may be made from tax collections otherwise due to the Jurisdiction, or, if there are not sufficient current collections to make the refund, the Jurisdiction shall, at the request of the Tax Assessor/Collector, promptly return to the County sufficient money to pay the refund. The County shall report to the Jurisdiction all refunds made on behalf of the Jurisdiction.

Likewise, in the event that a tax payment is made by check or other medium that is later dishonored, the County shall withhold the dishonored amount previously distributed to the Jurisdiction from tax collection otherwise due to be distributed to the Jurisdiction. If there is not sufficient current collection to amount to the revenue lost due to the dishonored instrument, the Jurisdiction shall promptly refund to the County sufficient sums upon request by the Tax Assessor/Collector.

C. To enable the County to effectively serve all the taxing units which contract with the County for the collection of taxes, **the Jurisdiction must set its annual tax rates not later than the 15th day of September of each year**. In the absence of this requirement being met, the Jurisdiction shall bear all expenses of the County and its agents of expenditures made by such for the purpose of sending the tax statements in a separate notice or billing. By executing this Agreement, the Jurisdiction does accept such provisions and expressly agrees to meet solely any and all expenses that might be incurred as a result of not timely communicating to the County its tax rate via a duly executed order or ordinance, failing to comply with statutory requirements regarding truth-in-taxation, or a successful rollback election and causing the County to not meet its required obligations and duties to all other parties on whose behalf it also collects tax funds.

3. The Jurisdiction hereby agrees and expressly authorizes the County to contract on the Jurisdiction's behalf with private legal counsel for the collection of delinquent property taxes. The Jurisdiction further agrees that such fee, as is allowed by law and provided in the contract with private legal counsel, will be paid from the delinquent taxes, penalty, and interest collected for Jurisdiction by such private legal counsel.

4. For each tax year, the Jurisdiction shall pay to the County for collection services an amount or amounts per each parcel of taxable property, or account, including accounts on personal property, taxable by the Jurisdiction. The number of accounts taxable by the Jurisdiction shall be determined as of the certification of the Jurisdiction's appraisal roll of the year for which payment is due. The amounts to be paid per account shall be as determined by the County's Tax Assessor/Collector annually. The Tax Assessor/Collector shall notify the Jurisdiction of the charge per parcel on or about May 1. If no notice of charges per parcel is given by the Tax Assessor/Collector, charges per parcel for the prior year shall remain effective. The fee shall be payable in a lump sum annually by December 31 and may be withheld by the Tax Assessor/Collector from the distribution otherwise due the Jurisdiction.

5. The County shall cooperate with, and respond to the inquiries of, any independent certified public accountants employed by the Jurisdiction to conduct an annual financial audit of the Jurisdiction as such inquiries are related to the collection of taxes as provided for by this contract.

6. The County agrees to obtain a surety bond for the County's Tax Assessor/Collector to assure proper performance of the tax-collecting function provided in this contract. Such bond shall be payable to the County in the sum of $100,000.00 unless state statutes require a larger sum and shall be executed by a solvent surety company.

7. The County agrees to make payments of taxes collected into such depositories as are selected by the Jurisdiction. Such payments shall be made every day on which both the County's tax office and Jurisdiction's depository are open for business.

8. This contract shall continue until terminated by the parties. Either party may terminate this contract by giving written notice of its intent to the other party on or before April 1, to be effective

the following July 1 of the same calendar year. Upon such a termination, the Jurisdiction shall assume all its tax collection responsibilities for all tax years.

9. If this contract should terminate for any reason, including but not limited to termination because of agreement of both parties and termination by judicial decree, the tax records shall be returned to Jurisdiction.

10. This agreement supersedes any and all agreements and contracts by and between the Jurisdiction and Williamson County relative to the collection of taxes.

11. This contract is to be interpreted under the laws of the State of Texas. Venue for any litigation arising regarding this contract shall lie in Williamson County, Texas.

IN WITNESS WHEREFORE, these presents are executed by the authority of the governing bodies of the respective parties hereto.

Executed _____, 20_____.

COUNTY OF WILLIAMSON

_____

Bill Gravell, County Judge
County of Williamson

_____

Larry Gaddes, Tax Assessor/Collector,
County of Williamson

_____

President
CLL Municipal Utility District No. 1

RESOLUTION NO. _____

AUTHORIZING AGREEMENT WITH THE COUNTY OF WILLIAMSON FOR COLLECTION OF TAXES

WHEREAS, the CLL Municipal Utility District No. 1 desires to levy an ad valorem tax in each fiscal year; and

WHEREAS, The County of Williamson, Texas, provides ad valorem tax collection services; and

WHEREAS, the CLL Municipal Utility District No. 1 finds it to be in the public interest to authorize a contract with The County of Williamson, Texas for collection of ad valorem taxes;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CLL Municipal Utility District No. 1 THAT:

The President of CLL Municipal Utility District No. 1 is hereby authorized and directed to enter into a contract on behalf of the District with The County of Williamson, Texas, in the form and according to the terms in the attached Exhibit A.

The foregoing resolution was moved and seconded and finally adopted by majority vote at a regular meeting of the Board of Directors on the 28th day of April, 2021.

LEN RAY

President

CLL Municipal Utility District No. 1

RESOLUTION NO. _____

AUTHORIZING CONTRACT FOR COLLECTION OF AD VALOREM TAXES

WHEREAS, the County of Williamson performs tax collection for the several taxing entities of Williamson County; and

WHEREAS, the Commissioners Court of the County of Williamson finds it to be in the public interest to enter into a contract with CLL Municipal Utility District No. 1 for the collection of ad valorem taxes;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF THE COUNTY OF WILLIAMSON THAT:

The County Judge and Tax Assessor/Collector are hereby authorized and directed to enter into a contract with CLL Municipal Utility District No. 1 in the form attached hereto as Exhibit A for the collection of ad valorem taxes.

The foregoing resolution was moved and seconded and adopted by majority vote at a meeting of the Commissioners Court of the County of Williamson on the ____ day of _____, 20___.

_____

Bill Gravell, County Judge

County of Williamson

Commissioners Court - Regular Session **41.**

Meeting Date: 05/18/2021

1605-081 Food Services for Jail extension until October 31, 2021- Amendment 6

Submitted For: Joy Simonton **Submitted By:** Dianne West, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on exempting this extension from the competitive bidding requirements, per Texas Local Government Code Section 262.024.(a)(2) (an item necessary to preserve or protect the public health or safety of the residents of the county), and obtain approval of the contract extension for Jail Food Services (RFP 1605-081) between Williamson County, Texas and Aramark Correctional Services, LLC for 90 days until October 31, 2021, in order to allow the new Sheriff Office administration to complete the RFP process in this category of services to support county jail operations.

Background

This is an extension until October 31, 2021, to allow the county to finalize a new solicitation for Jail Food Services. This Amendment is to allow additional time for RFP Solicitation processes for the new Sheriff's administration. The department points of contact are Lt. Doug Wheless and Abigail Dass. Funding Source: is Food Service, 0100.0570.003306.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

1605-081 Jail Food Services #6
1605-081 Jail Food Services #5
1605-081 Jail Food Services #4
1605-081 Jail Food Services #3
1605-081 Jail Food Services #2
1605-081 Jail Food Services #1
1605-081 Jail Food Services - Original Contract

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	05/13/2021 10:45 AM
County Judge Exec Asst.	Andrea Schiele	05/13/2021 11:36 AM
Form Started By: Dianne West		Started On: 05/12/2021 12:48 PM
Final Approval Date: 05/13/2021		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

AMENDMENT NO. 6
JAIL INMATE FOOD SERVICES CONTRACT
ON
SOLICITATION #1605-081
BETWEEN WILLIAMSON COUNTY AND
ARAMARK CORRECTIONAL SERVICES, LLC
(Williamson County Jail)

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that such procurement is subject to the extent authorized by Texas law, including but not limited to Tex. Const. art. XI, § 7, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

THIS ADDENDUM TO PROFESSIONAL SERVICE AGREEMENT is made and entered into by and between **Williamson County, Texas** (hereinafter "County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Aramark Correctional Services, LLC** (hereinafter "Service Provider"), 1101 Market Street, Philadelphia, PA 19107. The County and Service Provider agree to the following additional terms to the Contract between the parties:

I.

Incorporated Documents: This Contract constitutes the entire Contract between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated (as if copied in full) into this Contract include the following:

A. Original Jail Inmate Food Services Contract for Williamson County Jail (August 1, 2016) (initial term through July 31, 2021);
B. Amendment No. 1 (Price Changes, signed December 11, 2018);
C. Amendment No. 2 (on or about August 1, 2019) (term renewal through July 31, 2020);
D. Amendment No. 3 (Price Changes, signed July 21, 2020);
E. Amendment No. 4 (Extension to July 31, 2021, signed July 21, 2020);
F. Amendment No. 5 (Interim Amendment Due to Coronavirus, signed February 23, 2021); and

G. This Amendment No. 6 (Extension to October 31, 2021).

II.

Term Extension: Unless the Contract is terminated earlier based on termination-for-convenience, this amendment will extend the term of this Contract until **October 31, 2021** in order to allow sufficient time for The County to evaluate a new solicitation in this category of services.

III.

Service Provider's address in Section 39(e) is revised to: 2400 Market Street, Philadelphia, PA 19103.

IV.

In all other respects, the Interlocal Contract is reaffirmed.

WITNESS the signatures of all parties in duplicate originals to be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY:	SERVICE PROVIDER:
_____	Michael Santoro
Authorized Signature	Authorized Signature
Date: _____, 2021	Date: May 10th, 2021

INTERIM AMENDMENT DUE TO THE CORONAVIRUS

Aramark and Client are facing new and uncertain challenges in reacting to the rapidly changing information and conditions with respect to the Coronavirus or COVID-19, which impact the services provided by Aramark to Client. This document is meant to reflect the changes noted below to the current agreement between Aramark and Client.

Client Name & Address: **Williamson County Jail** 508 South Rock Street, Georgetown, TX 78626	**Aramark Team**	
	Regional Vice President	David Lauria
	District Manager	Patrick Templin
Client Contact: Kathleen Pokluda	Front Line Manager	Jaime Salinas
Title: Chief		
Telephone: 512-943-1365	**Requester Name & Telephone**	
Email: Kathleen.Pokluda@wilco.org	Patrick Templin 214-335-8796	
Services Provided by Aramark: Food Services		

AGREEMENT

Additional Services/Modified Services:

Facilities that this Interim Amendment applies to:

Williamson County Jail

Description of additional or modified services:

The terms of this Interim Amendment ("**Amendment**") as set forth herein, amend that certain Operating Agreement – Food Service, which was entered into by the County of Williamson, Texas ("**County**") and Aramark Correctional Services, LLC ("**Aramark**") on or about August 1, 2016 (as amended, the "**Agreement**") for the management of the food service operation at the Williamson County Jail facilities. County and Aramark agree that due to the impacts of the COVID-19 pandemic at such facilities, to offset the impact of a lack of availability of inmate labor, the County and Aramark desire to amend the Agreement on an interim basis to: adjust the menu served, convert to a sack lunch format, and provide for use of certain disposable supplies, together with a corresponding adjustment to the price per meal rates, as more particularly described below.

Description of timing/effective date of additional or modified services:

Aramark shall immediately (as of January 26, 2021) implement the menu adjustments described above in the food service operations at the facilities, and such menu, and the corresponding adjustments to Aramark's price per meal, as more particularly described below, shall continue until the parties mutually agree in writing that the availability of inmate labor is sufficient to resume normal menu meal service, and such service in facts resumes as mutually agreed by the parties. The parties anticipate at least a 14-day period of such adjusted operations and pricing.

Description of financial impact/billing process for additional or modified services:

The parties agree that for so long as this Amendment is in effect, the applicable price per meal for meal service pursuant to the Agreement shall be changed as set forth below (a new sliding scale with an $0.58 per meal price increase, corresponding to increases of $0.567 for the menu adjustments and $0.013 for disposables), and shall supersede in all respects the prior price per meal in any other prior agreements (or amendments the same) between the parties, including the Agreement.

Until the end of the current fiscal year (September 30, 2021), the parties reserve the right to implement this temporary food program at the pricing levels stated herein on an as-needed basis provided there is sufficient funding and an approved purchase order for same issued by the County, and which will be paid pursuant to the standard invoicing and payment terms of this Agreement.

ADP	Current price	New price
100-149	$2.743	$3.323
150-199	$2.076	$2.656
200-249	$1.743	$2.323
250-299	$1.542	$2.122
300-349	$1.409	$1.989
400-449	$1.314	$1.894
450-499	$1.187	$1.767
500-549	$1.142	$1.722
550-599	$1.106	$1.686
600-649	$1.076	$1.656
650-700+	$1.050	$1.630

Client Signature	Aramark Signature
Bill Gravell Jr. Bill Gravell Jr. (Feb 23, 2021 12:44 CST)	
Name, Title, and Date	Name, Title, and Date
Bill Gravell Jr. County Judge Feb 23, 2021	David Lauria, Regional Vice President February 5, 2021

2/5/2021 12:54 PM

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Amendment No. 3

Jail Inmate Food Service Contract for the Williamson County Jail Facility

THIS AMENDMENT NO. 3 (the "Amendment"), is entered into this _____ day of July, 2020 by and between the **County of Williamson, Texas** ("County"), and **Aramark Correctional Services, LLC,** ("Aramark") a Delaware limited liability company, having its principal place of business located at 2400 Market Street, Philadelphia, PA 19103.

WHEREAS, on August 1, 2016, the parties entered into an Operating Agreement for the management of the food service operation at the Williamson County Jail, (as amended, the "Agreement");

WHEREAS, the parties acknowledge the need to address volatility in the cost of food and commodities; and

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as set forth below. Capitalized terms used but not defined in this Amendment have the meanings ascribed to such terms in the Agreement.

1. **Term:** In accordance with Paragraphs 33 and 34 of the Agreement, the parties agree to extend the term for an additional 12 months from August 1, 2020 through July 31, 2021.

2. **Pricing:** In accordance with Paragraphs 34 and 38 of the Agreement, the parties agree that the price per meal and price per snack charged to the County by Aramark shall be changed as set forth on Attachment A as a result of changes in the Consumer Price Index and menu changes. This price shall be effective from August 1, 2020 through July 31, 2021.

3. **Effect of Amendment:** Except as specifically set forth herein, all other terms and provisions of the Agreement shall remain unaffected by this Amendment and shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 3 to be signed by their duly authorized representatives the day and year first written above.

Aramark Correctional Services, LLC

By: DocuSigned by: _____
F8B654C2EF504E0...
Mark R. Adams
Vice President, Finance
7/8/2020

County of Williamson
State of Texas

By: Judge Bill Gravell Jr.
Judge Bill Gravell Jr. (Jul 21, 2020 16:15 CDT)
Name: Judge Bill Gravell Jr.
Title: County Judge

DocuSign Envelope ID: F5BAC748-B3DB-40BE-99E0-A9DB77E6F1A7

Attachment A

Williamson County, Texas

Effective August 1, 2020 through July 31, 2021

Price Per Meal: $1.05

Price Per Snack: $0.516

DocuSign Envelope ID: ABA304C2-8BAB-47A8-9A6C-83D4AA1C862C

aramark

SCOPE CHANGE APPROVAL FORM DUE TO THE CORONAVIRUS

Aramark and Client are facing new and uncertain challenges in reacting to the rapidly changing information and conditions with respect to the Coronavirus or COVID-19, which impact the services provided by Aramark to Client. This document is meant to reflect the changes noted below to the current agreement between Aramark and Client.

Client Name & Address: **Williamson County, Texas** **Williamson County Judge** **710 S. Main Street, Ste. 101** **Georgetown, TX 78626** **Williamson County Sheriff** **508 S. Rock Street** **Georgetown, TX 78626** **Client Contact:** Chief Randolph Doyer **Title: Chief Doyer** **Telephone:** Office – 512-943-1365 **Email:** rdoyer@wilco.org **Services Provided by Aramark: Food only**	**Aramark Team**	
	Region Vice President	David Lauria
	District Manager	Patrick Templin
	Front Line Manager	Jaime Salinas
	Requester Name & Telephone	
	Jaime Salinas Work – 512-863-4329 Cell – 512-736-0508	

SCOPE CHANGE REQUEST

Additional Services/Modified Services:

Facilities that this Scope Change Request applies to:

Williamson County Adult Detention Center, 306 West 4th Street, Georgetown, TX 78626. Material adverse change in operations in the contract. This clause expressly refers to a drop in population.

Description of additional or modified services:

The terms of this Scope Change Request as set forth herein, amend the Jail Inmate Food Service Contract for the Williamson County Jail, which was entered into by the County of Williamson, Texas ("**County**") and Aramark Correctional Services, LLC ("**Aramark**") for the management of food service operation at the Facility stated above, and effective on August 1, 2016 (as amended, the "**Agreement**"). Pursuant to Section 38 of the Agreement, which permits modification of the Agreement, including an adjustment to Aramark's price per meal, to offset the impact of a decrease in the Facility's inmate population, the County and Aramark desire to amend the Agreement to revise and update the meal pricing scale to account for changes in the population at the Facility, as more particularly described herein.

Description of timing/effective date of additional or modified services:

The adjustments to Aramark's price per meal, as more particularly described herein, are effective as of August 1, 2020

Description of financial impact/billing process for additional or modified services:

The parties agree that, due to the drop in adult inmate population, the applicable price per meal for each adult inmate in the Facility charged to the County by Aramark shall be changed as set forth below, and shall supersede in all respects the prior price per meal for adult inmates in any other prior agreements between the parties.

Population					Inmate
Low	High				Price
100	149				$ 2.743
150	199				$ 2.076
200	249				$ 1.743
250	299				$ 1.542
300	349				$ 1.409
350	399				$ 1.314
400	449				$ 1.242
450	499				$ 1.187
500	549				$ 1.142
550	599				$ 1.106
600	649				$ 1.076
650	699				$ 1.050

In the event that the population drops below 100, the County and Aramark shall promptly negotiate in good faith to determine an equitable adjustment in the inmate meal rates to compensate Aramark for the effect of such decline.

Client Signature	Aramark Signature
Judge Bill Gravell Jr. Judge Bill Gravell Jr. (Jul 21, 2020 16:18 CDT)	DocuSigned by: F8D654C2EF504E8...
Name, Title, and Date	Name, Title, and Date
Judge Bill Gravell Jr. County Judge Jul 21, 2020	Mark Adams VP Finance 7/8/2020

7/8/2020 2:50 PM

Amendment No. 2

Jail Inmate Food Service Contract for the Williamson County Jail Facility

THIS AMENDMENT NO. 2 (the "Amendment"), is entered into this 1st day of August, 2019 by and between the **County of Williamson, Texas** ("County"), and **Aramark Correctional Services, LLC,** ("Aramark") a Delaware limited liability company, having its principal place of business located at 2400 Market Street, Philadelphia, PA 19107.

WHEREAS, on August 1, 2016, the parties entered into an Operating Agreement for the management of the food service operation at the Williamson County Jail, (as amended, the "Agreement");

WHEREAS, the parties acknowledge the need to address volatility in the cost of food and commodities; and

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as set forth below. Capitalized terms used but not defined in this Amendment have the meanings ascribed to such terms in the Agreement.

1. **Term:** In accordance with Paragraph 33 and 34 of the Agreement, the parties agree to extend the term for an additional 12 months from August 1, 2019 through July 31, 2020.

2. **Pricing:** In accordance with Paragraph 34 of the Agreement, the parties agree that the price per meal charged to the County by Aramark shall be changed as set forth on Attachment A as a result in changes in the Consumer Price Index. This price shall be effective from August 1, 2019 through July 31, 2020.

3. **Effect of Amendment:** Except as specifically set forth herein, all other terms and provisions of the Agreement shall remain unaffected by this Amendment and shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to be signed by their duly authorized representatives the day and year first written above.

Aramark Correctional Services, LLC

By: _____

Mark R. Adams

Vice President, Finance

County of Williamson

State of Texas

By: _____

Attachment A

Williamson County, Texas

Price Per Meal – Effective August 1, 2019 through July 31, 2020

$0.978

Amendment No. 1
Jail Inmate Food Service Contract for the Williamson County Jail Facility

THIS AMENDMENT NO. 1 (the "Amendment"), is entered into this 11th day of December, 2018 by and between the **County of Williamson, Texas** ("County"), and **Aramark Correctional Services, LLC,** ("Aramark") a Delaware limited liability company, having its principal place of business located at the Aramark Tower, 1101 Market Street, Philadelphia, PA 19107 ("Aramark").

WHEREAS, on August 1, 2016, the parties entered into an Operating Agreement for the management of the food service operation at the Williamson County Jail, (as amended, the "Agreement");

WHEREAS, the parties acknowledge the need to address volatility in the cost of food commodities; and

WHEREAS, the parties desire to amend said Agreement as hereinafter set forth, effective as of December 11, 2018.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as set forth below. Capitalized terms used but not defined in this Amendment have the meanings ascribed to such terms in the Agreement.

1. **Pricing:** The Parties agree that Paragraph 9 shall be deleted in its entirety and replaced with the following:

County agrees to pay Vendor on a unit cost of per meal per inmate fed as follows:

1. Per Person, Per **Regular Meal** (breakfast, lunch and dinner), Per Day – Meals Prepared in Jail Kitchen: $0.96; and

2. Two (2) Per Person, Per Dietary Snack – Snacks Prepared in Jail Kitchen: $0.50.

2. **Maintenance:** The Parties agree that Paragraph 29 shall be amended and deleted in its entirety with the following:

All equipment maintenance costs, including preventative maintenance costs, shall be borne the Vendor.

3. **Meal Service:** The Parties agree that paragraph 25 shall be amended and deleted in its entirety with the following:

Vendor agrees to provide meal service to inmates at the agreed upon price as stated in Paragraph 9.

4. Effect of Amendment: Except as specifically set forth herein, all other terms and provisions of the Agreement shall remain unaffected by this Amendment and shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to be signed by their duly authorized representatives the day and year first written above.

Aramark Correctional Services, LLC

By: _____
Mark R. Adams
Vice President, Finance

County of Williams
State of Texas

By: _____

Document Number: 426529

JAIL INMATE FOOD SERVICE CONTRACT FOR THE WILLIAMSON COUNTY JAIL FACILITY

This Jail Inmate Food Service Contract for the Williamson County Jail (the "Contract") is between the vendor identified and set forth on the signature page below, hereinafter referred to as "Vendor" and Williamson County, Texas (the "County").

1. Vendor agrees to furnish all labor, equipment supplies and foodstuffs, except as provided herein, and to provide full food service for inmates of the Williamson County Jail (the "Jail").

2. Vendor agrees to serve tasty, appetizing, wholesome quality food and to use a minimum twenty-one (21) day non-repetitive meal plan, including special menus for holidays and for medical reasons. All menus must be reviewed and approved by a bona fide registered dietician, to meet or exceed the dietary standards for adult inmates as required by all applicable statutes.

3. Vendor agrees to serve foodstuff at the proper temperatures for safe food service. Vendor further agrees to maintain foodstuff at the proper temperatures from the time the foodstuff is prepared until the actual time that the foodstuff is delivered to the inmate units.

4. Vendor agrees to provide meals to the inmates three (3) times per day, seven (7) days per week. Breakfast shall be served at 5:30 am, lunch shall be served at 11:30 am and dinner shall be served at 5:30 pm. Sack lunches will frequently be requested. The County reserves the right to change meal times at County's discretion. Vendor further agrees that the respective serving times represent the actual time of delivery to the inmates for consumption.

5. Except as otherwise set out herein, food for the Jail inmates shall be prepared in the Jail kitchen facility. During the term of the Contract, County intends to construct improvements to the Jail facility and such improvements will be made to the Jail kitchen during the construction. The Vendor must provide a provision for the preparation of meals outside the Jail kitchen facility during the construction on a temporary basis while the Jail kitchen facility is undergoing extensive renovations. The provision and preparation of meals outside of the Jail kitchen during construction may be provided by either mobile transport of meals to the Jail facilities or through the use of a temporary meal preparation facility provided by the Vendor. Any temporary kitchen may be located on the County's property within one city block of the Jail. Water and Wastewater hook ups will be provided during the operation of the temporary meal preparation facility.

6. During construction on the Jail kitchen facilities and while Vendor prepares meals outside of the Jail kitchen, the Vendor must comply with all terms and conditions of this Contract in the same manner that is required when utilizing the Jail kitchen. Furthermore, the temporary preparation of meals outside of the Jail kitchen must include provisions for cleaning and sanitation as required by the Williamson County Health Department and in the same manner as is required for preparation of meals inside the Jail kitchen.

7. During construction on the Jail kitchen, meals must be delivered from the temporary facility or mobile transport to a secure area in the Jail, as directed by County Jail personnel. Inmate trustee labor will be available once the meals are delivered by the vendor to the interior secure area of the Jail. Inmate trustee labor will not be made available outside of the secured area of the Jail during the construction of the Jail kitchen.

8. Vendor shall provide the temporary meal preparation facility or by mobile transport for the duration of the Jail kitchen construction. The County currently estimates the Jail kitchen construction will take approximately 90-120 business days.

9. County agrees to pay Vendor on a unit cost of per meal per inmate fed as follows:

A. During Jail Kitchen Construction (temporary meal/snack preparation facility or by mobile transport):

1. Per Person, Per **Regular Meal** (breakfast, lunch and dinner) – During Jail Kitchen Construction (temporary meal preparation facility or by mobile transport): **$1.725**; and
2. Per Person, Per **Dietary Snack** – During Jail Kitchen Construction (snacks prepared in temporary meal preparation facility or by mobile transport): **$0.50**.

B. During Use of Jail Kitchen:

1. Per Person, Per **Regular Meal** (breakfast, lunch and dinner), Per Day – Meals Prepared in Jail Kitchen: **$0.91**; and
2. Per Person, Per **Dietary Snack** – Snacks Prepared in Jail Kitchen: **$0.50**.

10. Vendor agrees to serve meals on insulated plastic trays and to distribute the meals to the individual inmates.

11. Vendor agrees to provide an on-site Food Service Manager who is trained, experienced, and knowledgeable of food services in detention facilities. The manager assigned will be subject to review by the Williamson County Sheriff or his agent.

12. Vendor agrees that all books and records of Vendor pertaining to meal preparation and delivery subject to this Contract shall be available for a period of thirty-six (36) months after the close of the County's fiscal year to which they pertain, for inspection and audit by representatives of the Texas Department of Human Resources, the U.S. Department of Agriculture and/or the U.S. General Accounting Office, at any reasonable time and place.

13. Vendor agrees to provide on-site employees, who are well trained, honest, reliable, and in uniform of a style and color to distinguish them from inmate workers, to successfully perform the requirements of providing food to the inmates.

14. Vendor agrees that all employees must have a valid food handler's certificate from the Health Department and that all costs associated with obtaining such certificate shall be borne by Vendor.

15. Vendor agrees that all employees shall be subject to background checks. Vendor agrees that background checks for each applicant for employment shall be performed prior to the extension of a job offer. The Williamson County Sheriff or his agent will perform checks. County shall retain the right to deny right of entry to any and all employees of Vendor.

16. Vendor agrees to provide ongoing in-service training to cover such areas as safety, sanitation and food handling to all employees and to any inmate workers provided.

17. Vendor agrees to properly and safely use and operate all electrical, gas and plumbing fixtures, equipment or appliances supplied by County or by Vendor.

18. Vendor agrees to maintain the entire food service and delivery areas, all silverware, utensils and equipment needed to prepare and serve meals in a clean and sanitary condition in compliance with all Federal, State and Local standards.

19. Vendor agrees to collect and dispose of all rubbish, garbage, litter or other waste in accordance with established policies of the Health Department.

20. Vendor agrees to submit a comprehensive, weekly invoice to the Williamson County Sheriff or his agent showing the number of meals actually served to inmates for the preceding week. This invoice shall be detailed so as to show how many inmates were provided food at each mealtime. This invoice is to be submitted each Monday of the month.

21. Indemnification:

INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, VENDOR SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF COUNTY'S CHOOSING), AND HOLD HARMLESS COUNTY, AND COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF VENDOR, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED AT THE JAIL OR IN CONNECTION WITH THE PERFORMANCE OF THE CONTRACT. VENDOR HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, VENDOR SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF COUNTY'S CHOOSING), AND HOLD HARMLESS COUNTY, AND COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS CONTRACT OR THE SERVICES DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF VENDOR OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

22. Vendor agrees to provide County with proof of Workers Compensation and Employer's Liability insurance of at least $100,000.00 per each accident; Comprehensive General (public) Liability Insurance (which shall include premises, operation, independent contractors, personal injury, products, bodily injury) in the amount of $1,500,000.00 per occurrence, property damages insurance in the amount of $1,500,000.00 per occurrence.

23. Vendor agrees that Williamson County shall be named as an additional insured party on the General Liability Insurance, be provided with a waived subrogation, and be provided with certificates of insurance evidencing the above insurance. Any insurance provided by Vendor (Additional Insured or Otherwise) shall only cover losses for which Vendor is legally liable;

such insurance coverage shall not cover liability in connection with or arising out of the wrongful or negligent acts or omissions of the County. Both Vendor and County waive all rights of recovery from each other for property damage or loss of use thereof, however occurring. The foregoing waiver does not apply to bodily injury or death claims. Notice of cancellation of any insurance policies required herein shall be subject to ACORD 25 Certificate of Liability standards, and will be delivered, as applicable, in accordance with policy provisions.

24. Vendor agrees to provide to County a Surety Bond guaranteeing performance of all conditions of this contract in the amount of fifty thousand dollars ($50,000.00), said bond to be forfeited in the event that Vendor fails to satisfactorily perform this Contract.

25. Vendor agrees to provide meal service to inmates at the agreed upon price, and acknowledges that due to conditions beyond control by the County, County facilities may not be available for Vendor's use at some point in time in the future.

26. Vendor agrees that the services to be provided, under this Contract, are vital to County and must be continued without interruption and that upon expiration of this Contract another vendor may be selected. Vendor agrees to furnish "phase-in" training and exercise its best efforts and cooperation to effectively have an orderly and efficient transition to a successor.

27. Vendor agrees that this Contract is not assignable without the express written consent of the Commissioner's Court of Williamson County. This Contract shall be binding upon and inure to the benefit of parties hereto and their respective successors and permitted assigns.

28. County agrees to assist vendor in obtaining use of U.S. Department of Agriculture commodities in providing food service to inmates of the Williamson County Jail, however vendor shall assume all costs, both direct and indirect, in procuring such commodities and in complying with the rules and regulations of the U.S. Department of Agriculture and the Texas Department of Human Resources and that all commodities received by Vendor shall be used only in accordance with the aforementioned rules and regulations, and for the benefit of County, and only in performance of this Contract. It is further agreed that Vendor shall be responsible for the proper disposition and removal of excess or stale dated commodities that have been obtained through the USDA surplus commodity program.

29. Except during construction on the Jail kitchen, County agrees to make available for vendors use the kitchen facilities, utensils, and equipment located in the County Jail at no cost for the performance of this Contract. County states, and Vendor understands, that this is only an accommodation to Vendor and that County makes no warranties, expressed or implied as to their availability, and Vendor acknowledges that vendor must have a contingency plan to provide food to the inmates in the event that County facilities are not available for his/her use. All equipment maintenance costs, including preventative maintenance costs, shall be borne by the County. Vendor shall pay County a maintenance fee in the amount of Two Thousand US Dollars ($2,000.00) per month within 30 days after the end of each month, unless otherwise agreed by the parties. The County's maintenance department shall be notified of all necessary equipment maintenance, and vendor shall provide to the County Maintenance Supervisor, a schedule for preventative maintenance on all kitchen equipment owned by the County, and used by the Vendor.

30. County agrees to pay all utility costs for preparation of foodstuff, but under no circumstance will County reimburse Vendor for any utility costs if Vendor uses any other facilities for preparation of food other than a temporary food preparation facility that is located adjacent to the Jail during construction on the Jail kitchen.

31. County agrees to provide pest control for all areas within the Jail, including those areas utilized by Vendor in performance of this Contract, and to maintain adequate security of all

food service areas during food service operations, and to provide clean uniforms for all inmate workers and to provide paper and plastic eating supplies as required.

32. County agrees to provide inmate trustees to assist in the food service to the greatest extent possible, but Vendor acknowledges that at times there may not be any inmate, trustees furnished. When inmate trustees are provided to assist in the food service, the trustees must be supervised by a County Licensed Correction Officer ONLY. As set out herein above and in addition to the foregoing, inmate trustee labor will be available once the meals are delivered by the Vendor to the interior secure area of the Jail during construction on the Jail kitchen and inmate trustee labor will not be made available outside of the secured area of the Jail during the construction of the Jail kitchen.

33. Subject to the termination rights set out herein, this Contract between County and Vendor shall be in force from August 1, 2016 until July 31, 2019 (the "Initial Term").

34. At the end of the Initial Term, the Commissioners Court of Williamson County reserves the right to extend this Contract for up to two (2) additional twelve (12) month extension terms, by mutual agreement of both parties, as it deems to be in the best interest of the County. The terms and conditions for any extension term shall remain the same with a price adjustment at renewal time for no more than the consumer price index, the Consumer Price Index, All Urban Consumers (CPI-I), U.S. City Average, Food Away From Home Index, unadjusted, 12-months, as published by the US Department of Labor for that year. Such adjustments shall be calculated using the index for the month of December preceding the beginning of the new 12-month extension and shall be effective as to the new 12-month extension term provided same is approved in advance by the Commissioners Court of Williamson County. The total period of this Contract, including all extensions will not exceed a maximum combined period of sixty (60) months.

35. Each party to this Contract reserves the right to terminate this Contract upon sixty (60) calendar day's written notice for its convenience, and for any termination County shall pay Vendor those costs directly attributable to work done or supplies obtained in preparation for completion or compliance with the Contract prior to such termination. In the event County pays for the cost of supplies or materials obtained for use under this Contract up to the effective date of termination, said supplies or materials shall become the property of Williamson County and shall be delivered to the Jail.

36. County and Vendor both agree that the Williamson County Commissioners Court shall be the sole and final authority on issues relating to this Contract. Should any matter not be resolved to the Vendor's satisfaction, Vendor shall have the right to be heard in open court by Commissioners Court and the decision of Commissioners Court shall be final and conclusive, and shall be binding on all parties concerned.

37. Vendor understands that to the extent that County provides equipment for preparation of food for inmates, such equipment, if used, shall be used for food preparation for County inmates only.

38. The financial arrangements in this Contract are based on conditions existing as of the effective date of the Contract including any representations regarding existing and future conditions made by County in connection with the negotiation and execution of this Agreement. If such conditions change due to causes beyond Vendor's control, including, but not limited to, a change in the scope of Vendor's services; menu changes; a decrease in the Facility's inmate population; efforts to organize labor; increases in food, fuel, equipment, utilities and supply costs; Federal, State and local sales, and other taxes and other operation costs; a change in Federal, State and local standards, requirements recommendations, and regulations; or other unforeseen external market conditions outside Vendor's control, then Vendor shall give County written notice of such increase or change, and within thirty (30)

calendar days after such notice, Vendor and County shall mutually agree upon modification(s) to offset the impact of the increase or change, which modifications may include any or a combination of the following: an adjustment to Vendor's price per meal, modifications to the menu, or modifications to Vendor's scope of services.

39. Miscellaneous:

a. If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance of this Contract. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

b. If any provision of this Contract shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Contract will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Contract is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Contract and be deemed to be validated and enforceable.

c. Each party to this Contract hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Contract shall lie exclusively in Williamson County, Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this Contract is governed by the laws of the United States, this Contract shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

d. The parties to this Contract agree that during the performance of the services under this Contract they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The parties to this Contract will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship.

e. Any notice to be given hereunder shall be in writing and may be affected by personal delivery, in writing or by registered or certified mail, return receipt requested, addressed to the proper party, at the following address:

County: Williamson County Judge
710 Main Street, Ste. 101
Georgetown, Texas 78626

with copy to: Williamson County Sheriff
508 S. Rock Street
Georgetown, Texas 78626

Vendor: Aramark Correctional Services, LLC
Attn: Vice President, Finance
1101 Market Street
Philadelphia, PA 19107

f. Each party to this Contract shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Contract, including, without limitation, Worker's Compensation laws, salary and wage statutes and regulations, licensing laws and regulations. When required, Vendor shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

g. Each party to this Contract acknowledges that it and its counsel have reviewed this Contract and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Contract.

h. Each party to this Contract, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

i. Nothing in this Contract shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

j. The failure or delay of any party to enforce at any time or any period of time any of the provisions of this Contract shall not constitute a present or future waiver of such provisions nor the right of either party to enforce each and every provision. Furthermore, no term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute a consent to, waiver of or excuse for any other, different or subsequent breach.

k. Vendor agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Vendor which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Vendor agrees that County shall have access during normal working hours to all necessary Vendor facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. County shall give Vendor reasonable advance notice of intended audits.

l. The obligations of the Parties under this Contract do not constitute a general obligation or indebtedness of either Party for which such Party is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination at the end of its then-current fiscal year.

m. County's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by County within thirty (30) days from the date of the Williamson County Auditor's receipt of an invoice. Interest charges for any late payments shall be paid by County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. In the event that a discrepancy arises in relation to an invoice, such as an incorrect amount on an invoice or a lack of documentation that is required to be attached to an invoice to evidence the amount claimed to be due, County shall notify Vendor of the discrepancy. Following County's notification of any discrepancy as to an invoice, Vendor must resolve the discrepancy and resubmit a corrected or revised invoice, which includes all required support documentation, to the Williamson County Auditor. County shall pay the invoice within thirty (30) days from the date of the Williamson County Auditor's receipt of the corrected or revised invoice. County's payment of an invoice that contains a discrepancy shall not be considered late, nor shall any interest begin to accrue until the thirty-first (31st) day following the Williamson County Auditor's receipt of the corrected or revised invoice.

n. The parties to this Contract each represent and warrant to the other party that the warranting party possesses the legal authority to enter into this Contract and that it has taken all actions necessary to exercise that authority and to lawfully authorize its undersigned signatory to execute this Contract and to bind such party to its terms. Each person executing this Contract on behalf of a party warrants that he or she is duly authorized to enter into this Contract on behalf of such party and to bind it to the terms hereof.

o. As a duly authorized representative of Vendor, I acknowledge by my signature below that I have read and understand the above paragraphs and that Vendor has the obligation to ensure compliance with its provisions by itself and its employees, agents, and representatives.

p. This Contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Contract may be amended only by written instrument signed by each party to this Contract. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

SIGNED to be effective the 1st DAY OF August, 2016.

Williamson County, Texas (County):

JUDGE DAN GATTIS
WILLIAMSON COUNTY JUDGE

Aramark Correctional Services, LLC (Vendor):

By: _____
Printed Name: Mark R. Adams
Title: Vice President, Finance

Commissioners Court - Regular Session **42.**

Meeting Date: 05/18/2021

Pre-Trial Tracking Blanket

Submitted For: Joy Simonton **Submitted By:** Erica Smith, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving a blanket purchase order in the amount of $105,000 for pre-trial services satellite tracking equipment/services to Satellite Tracking of People, LLC.

Background

Approval of this item will support the operations of the Williamson County Pre-Trial Court Services. Original agreement was approved by Commissioner's Court back on 12/22/2020 (attached). This item is just to authorize the issuance of the purchase order due to the large dollar amount. Amount is an estimate as the number of defendants to be tracked, equipment, etc. is determined by the courts. The county will cover those costs and be reimbursed by defendants at full cost or on a sliding scale for indigents. This expenditure will be charged to 01.0100.0591.004100. Department contact is Pretrial Court Services Director, Jamie Carrillo.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Original Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	05/13/2021 10:39 AM
County Judge Exec Asst.	Andrea Schiele	05/13/2021 11:35 AM
Form Started By: Erica Smith		Started On: 05/11/2021 04:01 PM
Final Approval Date: 05/13/2021		

SECURUS Technologies™ MONITORING SOLUTIONS
A Satellite Tracking of People Company

Lease and Services Agreement
Williamson County, Texas

This Lease and Services Agreement (this "Agreement") is by and between Williamson County, Texas ("you" or "Customer") and Satellite Tracking of People LLC ("we," "us," or "Provider"). This Agreement shall be effective as of the last date signed by either party (the "Effective Date").

Whereas Customer desires to lease and Provider has agreed to provide certain products for electronic monitoring of certain individuals (the "Enrollees") and provide related services, according to the terms and conditions in this Agreement;

Now therefore, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. Products. The following products are hereby leased from Provider to Customer pursuant to the pricing and volume commitments contained in Exhibit "A" and shall be serviced by Satellite Tracking of People LLC, a wholly owned subsidiary of Securus ("Securus"). Title to such products shall remain with Provider and shall be promptly returned by Customer to Provider upon expiration of this Agreement in its original condition, with only reasonable wear and tear excepted:

   ELECTRONIC MONITORING PRODUCTS AND SERVICE DESCRIPTIONS:

   BLUtag. BLUtag is a one-piece GPS device that allows for enrollee tracking and enables Customer's supervising agent the ability to communicate with the enrollee through audible tones and or vibrations. The small, lightweight device detects and records enrollee tampering and offers optional auxiliary equipment that can transmit data using landline phone service and can confirm an enrollee's location in areas that prevent BLUtag from receiving GPS signals.

   BLUband. BLUband is a RF transceiver that transmits a signal to BLUhome, our home-based RF receiver unit, to confirm when an enrollee enters or leaves their home.

   BLU+. BLU+ is a dual radio frequency ("RF") and global positioning system ("GPS") monitoring device that allows a Customer's supervising agent to verify that an enrollee is at home and will also transmit a violation notice if the enrollee fails to meet established schedules or tampers with the device.

   BLUhome. BLUhome is a home-based monitoring unit that receives data from BLUband and BLUtag through their RF signal. BLUhome transmits data to VeriTracks™ using either nationwide cellular phone service or landline phone service in the enrollee's home.

   BLUbox. BLUbox is an optional GPS accessory used when an enrollee lives in a geographic area that obstructs the GPS signals but has good cellular phone coverage. This optional GPS auxiliary unit installs in the enrollee's home and provides additional confirmation of his or her location through an encrypted RF signal.

   VeriTracks™. VeriTracks™ is a secure, user-friendly, internet-based monitoring application that works with the Provider monitoring equipment. VeriTracks™ receives, distributes, and stores monitoring data and enrollee information (e.g. name, photo, phone number(s), physical characteristics, vehicle information).

   BLUscan. BLUscan, Blu+ is a mobile monitoring unit that allows Customer's supervising agents to confirm the presence or absence of up to 16 BLUtag and or BLUband devices at one time, within a 300-foot range. BLUscan records the status of BLUtag and BLUband on a continuous or as needed basis and can store up to 5,000 events in its memory and can download that data to a computer.

   SoberTrack. SoberTrack is a GPS-enabled handheld mobile breath alcohol monitoring unit. The SoberTrack device is a one-piece unit that is fully portable for breath alcohol testing anytime–anywhere. Enrollees blow into the disposable straw when instructed to do so by SoberTrack and the unit reports all test results to VeriTracks™ using nationwide cellular service.

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Monitoring Center Services. Monitoring Center Services offer Customers additional support for the receipt and management of alerts from Provider RF and GPS monitoring devices. When a Customer elects to use Provider Monitoring Center Services, technicians in the Provider monitoring center will receive event notifications from monitoring devices and will conduct the initial evaluation and investigation of the alerts following protocols developed by the Customer. Customers determine the event types and hours alerts will be managed by the Provider Monitoring Center.

2. Training Services. It is important to us that Customer be adequately trained and appropriately represents Provider's products and services throughout the term of this Agreement. As such, the Provider shall provide one-time initial training and one-time annual refresher training to the Customer at no additional cost. Subsequent trainings requested by the Customer will be based on the pricing listed in this agreement. This Agreement applies to training courses and recertification training offered by Provider to Customer's designated attendees, as detailed below:
    - The Training Services may include the following:
        - Onsite training at Customer's designated location ("Onsite Training");
        - Instructor-led remote training ("Web Training");
        - On demand prerecorded audio/video sessions available over the Internet ("On Demand Training"); and
        - Certification quiz.
    - All needed documents, workbook, and other materials for all scheduled trainings.

3. Payment. Provider will provide Customer with monthly invoices in accordance with Exhibit A. Customer invoices are due and payable in full when presented. Customer is responsible for sales or use tax, if any, or any other similar state taxes or fees on the transactions hereunder. In the event that an invoice is not paid within 30 days, Provider reserves the right, in its sole discretion, to suspend services provided to Customer as follows:

    Invoice unpaid for 31-60 days: Suspension of training services.

    Invoice unpaid for 61-90 days: Suspension of ability to order additional devices and consumables.

    Invoice unpaid for 91+ days: Suspension of all remaining services except for read-only access to VeriTracks

4. Shipping**.** Unless otherwise agreed to by Provider, shipping of the above noted products will be done in accordance with Provider's standard shipping terms of 2nd day delivery processed the business day following receipt of the order. Provider will pay shipping costs for faulty equipment returned for repair or replacement.

5. Customer's Obligations**.** In addition to any obligations and responsibilities otherwise noted herein, Customer understands and acknowledges that during the term of this Agreement and any renewals thereof, it (a) is has complete authority and responsibility for the selection, management and administration of Enrollees, including but not limited to monitoring; (b) designating the monitoring level for all Enrollees monitored with the leased products; (c) identifying and making available Customer's staff during the term of this Agreement; and (d) establishing alert notification protocols and parameters.

6. General Compliance Obligations. Customer understands, acknowledges and agrees that it is Customer's sole responsibility to comply with any and all Federal, state and local laws, rules, regulations and policies applicable to the use of any Provider electronic supervision products and services ("Provider Technologies"), including, without limitation, all such laws, rules, regulations and policies or other requirements (i) governing or restricting electronic supervision of individuals, (a) relating to privacy, consumer protection, marketing, and data retention and security, and (b) applicable to Customer's access to and use of any information obtained in connection with or through the Provider Technologies ("Applicable Rules"). Customer further acknowledges, understands and agrees that Provider makes no representation or warranty as to the legality of the use by Customer of the Provider Technologies or any information collected, accessible or otherwise obtained in connection with or through such use ("Provider Information"). Provider shall have no obligation, responsibility, or liability for Customer's failure to comply with any and all Applicable Rules as a result or arising out of virtue of Customer's use of the Provider Technologies or Provider Information.

7. Security of Information. Customer acknowledges that the Provider Information includes personally identifiable information ("PII") and that it is Customer's obligation to keep all such PII secure by taking all commercially reasonable means to ensure that access is limited only to those authorized individuals or organizations. Accordingly, Customer shall (a) restrict access to the Provider Technologies and Provider Information to those law enforcement personnel who have a need to know or are otherwise expressly authorized as part of their official duties; (b) ensure that its employees (i) obtain or use Provider Information solely and exclusively for lawful purposes and (ii) transmit or disclose any such Information only as permitted or required by Applicable Rules ; (c) use commercially reasonable efforts to monitor and prevent against unauthorized access to or use of the Provider Technologies and Provider Information (whether in electronic form or hard copy); (d) notify Provider immediately of any such unauthorized access or use of the Provider Technologies or Information that Customer discovers or otherwise becomes aware of; and (e) unless otherwise required

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by Applicable Rules, delete or otherwise purge all Provider Information stored electronically or on hard copy by Customer within ninety (90) days of initial receipt or, if a longer period is authorized or required by Applicable Rules, upon expiration of such longer period.

8. Technology Limitations (Coverage and Battery Life). Customer understands and acknowledges the limitations of the Global Positioning System ("GPS") technology and the Radio Frequency ("RF") technology employed and relied upon by the Provider Technologies. Customer understands and acknowledges that the Provider Technologies depend upon strong wireless signal coverage and that both natural and man-made variables can adversely impact or block GPS and cellular signals for brief or extended periods of time, which can lead to inaccurate data being recorded or made available through the use of Provider Technologies. Customer understands, acknowledges and agrees that GPS signals may become distorted as they reflect off natural and man-made objects (*e.g*., mountains, rocks, and buildings) and may be lost when the GPS unit loses line-of-sight of the GPS satellite, which can occur, for example indoors, underground, in tunnels, or underwater. Customer understands, acknowledges and agrees that lost coverage may also occur in rural areas that do not have strong GPS or wireless coverage.

   Customer further understands, acknowledges and agrees that (a) Provider Technologies are battery-powered and that an offender's failure to charge the battery on a Provider Technology device renders the transmitter and device useless and (b) the offender may tamper with the device or otherwise impede the device's ability to receive and transmit the GPS signal.

9. Condition of Provider Information. Customer understands and acknowledges that all Provider Information used and obtained in connection with the Provider Technologies is "**AS IS**." Customer further understands and acknowledges that Provider uses data from third-party sources, which may or may not be complete and/or accurate, and that Customer shall not rely on Provider for the accuracy or completeness of Provider Information Technologies. Customer understands and acknowledges that Customer may be restricted from accessing certain aspects of the Provider Technologies which may be otherwise available.

10. Modification and Termination. Provider reserves the right to modify, enhance, or discontinue, in its sole discretion, any of the features that are currently part of the Provider Technologies. Moreover, if Provider determines in its sole discretion that the Provider Technologies and/or Customer's use thereof (1) violates the terms and conditions set forth herein or (2) violates any Applicable Rule or (3) is reasonably likely to be so determined, Provider may, upon written notice, immediately terminate Customer's access to the Provider Technologies and shall have no further liability or responsibility to Customer with respect thereto.

11. Limitation of Liability And Warranties. Provider expressly disclaims any warranty that the Provider Technologies are impervious to tampering. Customer acknowledge understands and agrees that the Provider Technologies do not prevent offenders from committing harmful, tortious, or illegal acts and that Provider expressly disclaims any liability for any harmful, tortious, or illegal acts committed by such offenders. In no event does Provider assume or bear any responsibility or liability for acts that may be committed by third parties or persons subject to or using the Provider Technologies or Provider Information.

    Provider shall have no liability to Customer (or to any person to whom Customer may have provided Provider Information) for any loss or injury arising out of or in connection with the Provider Technologies or Customer's use thereof. If, notwithstanding the foregoing, liability can be imposed on Provider, Customer agrees that Provider's aggregate liability for any and all losses or injuries arising out of any act or omission of Provider in connection with the Provider Technologies, regardless of the cause of the loss or injury, and regardless of the nature of the legal or equitable right claimed to have been violated, shall never exceed $100.00. Customer covenants and promises that it will not seek to recover from Provider an amount greater than such sum even if Customer was advised of the possibility of such damages. PROVIDER DOES NOT MAKE AND HEREBY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROVIDER TECHNOLOGIES. PROVIDER DOES NOT GUARANTEE OR WARRANT THE CORRECTNESS, COMPLETENESS, LEGALITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROVIDER TECHNOLOGIES OR ANY PROVIDER INFORMATION. IN NO EVENT SHALL PROVIDER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, HOWEVER ARISING, INCURRED BY CUSTOMER FROM RECEIPT OR USE OF PROVIDER INFORMATION OR AS A RESULT OF THE UNAVAILABILITY OF THE PROVIDER TECHNOLOGIES OR PROVIDER INFORMATION OR THE ABILIITY TO MAKE USE OF SAME.

12. Term. The initial term of this Agreement (the "Initial Term") shall begin on the Effective Date and shall end on the date that is **36 Months** thereafter. Unless one party delivers to the other written notice of non-renewal at least 90 days before the end of the then current term, this Agreement will automatically renew for successive periods of 12 months each.

13. Ownership and Use. Any and all systems, applications and software that is used by Provider to provide services to Customer under this Agreement shall at all times remain Provider's sole and exclusive property. Provider (and its licensors, if any) have and will retain all right, title, interest, and ownership in and to (i) the software and any copies,

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custom versions, modifications, or updates of the software, (ii) all related documentation, and (iii) any trade secrets, know-how, methodologies, and processes related to Provider's applications, the system, and our other products and services (collectively, the "Materials"). The Materials constitute proprietary information and trade secrets of Provider and its licensors, whether or not any portion thereof is or may be the subject of a valid copyright or patent.

14. Default and Termination. If either party defaults in the performance of any obligation under this Agreement, then the non-defaulting party shall give the defaulting party written notice of its default setting forth with specificity the nature of the default. If the defaulting party fails to cure its default within 30 days after receipt of the notice of default, then the non-defaulting party shall have the right to terminate this Agreement upon 10 days written notice and pursue all other remedies available to the non-defaulting party, either at law or in equity. Notwithstanding the foregoing, the 10 day cure period shall be extended to 30 days if the default is not reasonably susceptible to cure within such 10 day period, but only if the defaulting party has begun to cure the default during the ten 10 day period and diligently pursues the cure of such default. Notwithstanding, either party may terminate this Agreement without cause for any reason upon ninety 90 days advance written notice to the other party of its intent to terminate. The Customer will only be liable for its pro rata share of services rendered and goods actually received.

15. Injunctive Relief. Both parties agree that a breach of any of the obligations set forth in the section titled "Ownership and Use" would irreparably damage and create undue hardships for the other party. Therefore, the non-breaching party shall be entitled to immediate court ordered injunctive relief to stop any apparent breach of such sections, such remedy being in addition to any other remedies available to such non-breaching party.

16. Force Majeure. Either party may be excused from performance under this Agreement to the extent that performance is prevented by any act of God, war, civil disturbance, terrorism, strikes, supply or market, failure of a third party's performance, failure, fluctuation or non-availability of electrical power, heat, light, air conditioning or telecommunications equipment, other equipment failure or similar event beyond its reasonable control; provided, however that the affected party shall use reasonable efforts to remove such causes of non-performance.

17. Notices. Any notice or demand made by either party under the terms of this Agreement or under any statute shall be in writing and shall be given by personal delivery; registered or certified U.S. mail, postage prepaid; or commercial courier delivery service, to the address below the party's signature below, or to such other address as a party may designate by written notice in compliance with this section. Notices shall be deemed delivered as follows: personal delivery – upon receipt; U.S. mail – five days after deposit; and courier – when delivered as shown by courier records.

18. No Third-party Beneficiary Rights. The parties do not intend to create in any other individual or entity the status of a third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained herein shall operate only between the parties and shall inure solely to their benefit. The provisions of this Agreement are intended to assist only the parties in determining and performing their obligations hereunder, and the parties intend and expressly agree that they alone shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.

19. No Waiver of Sovereign Immunity or Powers. Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity or powers of Customer, the Williamson County Commissioners Court, or the Williamson County Judge.

20. Texas Law Applicable to Indemnification. All indemnifications or limitations of liability or statutes of limitations shall be to the extent authorized under Texas law and shall follow Texas law without modifying the Customer's rights.

21. Texas Prompt Payment Act Compliance. Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date Customer receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by Customer in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Customer's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

22. Mediation. The parties agree to use mediation for dispute resolution prior to any formal legal action being taken on this Contract.

23. Venue and Governing Law. Venue of this contract shall be Williamson County, Texas, and the law of the State of Texas shall govern.

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24. Right to Audit. Provider agrees that Customer or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Provider which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Provider agrees that Customer shall have access during normal working hours to all necessary Provider facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Customer shall give Provider reasonable advance notice of intended audits.

25. Proprietary Information and Texas Public Information Act. All material submitted to the County shall become public property and subject to the Texas Public Information Act upon receipt. If a Provider does not desire proprietary information to be disclosed, each page must be clearly identified and marked proprietary at time of submittal or, more preferably, all proprietary information may be placed in a folder or appendix and be clearly identified and marked as being proprietary. The County will, to the extent allowed by law, endeavor to protect from public disclosure the information that has been identified and marked as proprietary. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to clearly identify and mark information as being proprietary as set forth under this provision will result in all unmarked information being deemed non-proprietary and available to the public. For all information that has not been clearly identified and marked as proprietary by the Provider, the County may choose to place such information on the County's website and/or a similar public database without obtaining any type of prior consent from the Provider.

To the extent, if any, that any provision in the Provider's Proposal/Agreement is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that Williamson County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to Williamson County as to whether or not the same are available to the public. It is further understood that Williamson County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Williamson County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to Williamson County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

26. Miscellaneous. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. No waiver by either party of any event of default under this Agreement shall operate as a waiver of any subsequent default under the terms of this Agreement. If any provision of this Agreement is held to be invalid or unenforceable, the validity or enforceability of the other provisions shall remain unaffected. This Agreement shall be binding upon and inure to the benefit of Provider and Customer and their respective successors and permitted assigns. Except for assignments to our affiliates or to any entity that succeeds to our business in connection with a merger or acquisition, neither party may assign this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. Each signatory to this Agreement warrants and represents that he or she has the unrestricted right and requisite authority to enter into and execute this Agreement, to bind his or her respective party, and to authorize the installation and operation of the System. Provider and Customer each shall comply, at its own expense, with all applicable laws and regulations in the performance of their respective obligations under this Agreement and otherwise in their operations. Nothing in this Agreement shall be deemed or construed by the parties or any other entity to create an agency, partnership, or joint venture between Customer and Provider. This Agreement cannot be modified orally and can only be modified by a written instrument signed by all parties. The parties' rights and obligations, which by their nature would extend beyond the termination, cancellation, or expiration of this Agreement, shall survive such termination, cancellation, or expiration (including, without limitation, any payment obligations for services or equipment received before such termination, cancellation, or expiration). This Agreement may be executed in counterparts, each of which shall be fully effective as an original, and all of which together shall constitute one and the same instrument. Each party agrees that delivery of an executed copy of this Agreement by facsimile transmission or by PDF e-mail attachment shall have the same force and effect as hand delivery with original signatures. Each party may use facsimile or PDF signatures as evidence of the execution and delivery of this Agreement to the same extent that original signatures can be used. This Agreement, together with the exhibits and Schedules, constitutes the entire agreement of the parties regarding the subject matter set forth herein and supersedes any prior or contemporaneous oral or written agreements or guarantees regarding the subject matter set forth herein.

[SIGNATURES NEXT PAGE]

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EXECUTED as of the Effective Date.

CUSTOMER:	PROVIDER:
Williamson County, Texas Services	Satellite Tracking of People LLC
By: Bill Gravell Jr. (Dec 22, 2020 11:43 CST)	By:
Name: Bill Gravell	Name: Greg Utterback
Title: Williamson County Judge	Title: Chief Development Officer
Date: Dec 22, 2020	Date: 12/9/2020
Customer's Notice Address:	Provider's Notice Address:
405 Martin Luther King Jr. Street – Box 19 Georgetown , TX 78626	Securus Technologies, Inc. 4000 International Parkway Carrollton, TX 75007 Attention: General Counsel Phone: (972) 277-0300
	Provider's Payment Address:
	Satellite Tracking of People LLC PO Box 639098 Cincinnati, OH 45263-9098

Please email signed contract to: jmahnke@securustechnologies.com
Satellite Tracking of People, LLC
5353 West Sam Houston Parkway North, Suite 190
Houston, Texas 77041
Attention: Contracts Administrator
James Mahnke
Email : jmahnke@securustechnologies.com
Phone: (832) 553-9500

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EXHIBIT A
Base Pricing

Category	Volume Tiers *	Price
GPS Device (Blutag)	1	$3.00/day/unit

Optional Pricing

Mobile Charger	1	$75.00 each (purchased)
Remote Breath Alcohol Device (SoberTrack)	1	$4.10/day/unit
Monitoring Center Services	1+	$0.50/day/unit

* - Average daily billable units per month

Provider provides Customer a shelf stock equal to 20% of the average daily activated units calculated at the end of the month. If the shelf stock exceeds 20%, Provider will charge Customer the per diem rate above for units in excess of 20% of the average daily activated units.

Dormancy:

Dormancy-for unassigned inventory, a device is considered dormant if it has not contacted (called into) the VeriTracks™ software in more than 30 days. It is the customer's responsibility to ensure devices in inventory are plugged in at minimum every 30 days to maintain the device firmware and almanac. A monthly report is available to keep customers apprised of devices that are in the dormancy category. Devices that remain in the dormancy state past 90 days will be marked as unrecoverable and invoiced based on the terms set out in the **Insurance and Replacement Cost** section of this contract. Once devices are marked unrecoverable they are no longer usable and will need to be returned to the warehouse.

Insurance and Replacement Costs: In the event of damage to the unit caused by the tracked individuals or Customer, or if the unit is lost, the Customer will reimburse Provider based on the Replacement Cost listed below. **In lieu of Customer paying for lost/damaged units, Customer may elect below to purchase insurance at the per diem rate noted below to provide no-deductible coverage up to 15% of the average daily units billed during the preceding twelve (12) months. Any lost or damaged units above this amount will be billed in accordance with the Replacement Cost below. Election for insurance coverage must be made at the beginning of the Agreement, and remains in effect during the term of the Agreement for all billable units.** Regardless of whether insurance coverage is elected, Customer shall use its best efforts to recover all units on behalf of Provider. Provider may terminate this Agreement if lost or damaged units from this Agreement exceed 20% of the average daily units activated.

Insurance Cost	$0.50 per day per device

Electing Insurance Coverage (must check one): __Yes __No

Replacement Cost

Part	Description	Quantity	Replacement Cost[1]
1	BLUtag Unit	1	$ 250.00
2	BLUhome Unit (if applicable)	1	$ 350.00
3	BLUbox (if applicable)	1	$ 200.00
4	BLU+	1	$ 250.00

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5	Straps and direct clips for BluTag® (set comprised of one strap and four clips)	9 per unit per year	$ 10.00
6	Charging Coupler for BLUtag/BLU+	1	$ 25.00
7	BLUscan (if applicable)	1	$ 350.00
8	BLUband	1	$ 125.00
9	SoberTrack	1	$500.00
10	Installation Kit	1	$ 25.00

Note: 1 - Replacement only for lost and stolen units. Units are not available for purchase. Data and wireless plan included.

Training Pricing

One-time initial training and one-time annual refresher training is provided to the Customer at no additional cost. Subsequent training costs are based on the following pricing based on average active devices:

1 – 10 Devices	11 – 30 Devices	31 - 100 Devices	Over 100 Devices
$ 1,500.00	$ 1,000.00	$ 500.00	$ 200.00

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Agenda item 47, cc 12.22.2020, Securus Williamson County Pretrial Services - Contract Draft Signed

Final Audit Report 2020-12-22

Created:	2020-12-22
By:	Johnny Grimaldo (johnny.grimaldo@wilco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA7eJVaPzkFExWbi8X0E7pUyJYMIHQWc_8

"Agenda item 47, cc 12.22.2020, Securus Williamson County Pretrial Services - Contract Draft Signed" History

Document created by Johnny Grimaldo (johnny.grimaldo@wilco.org)
2020-12-22 - 5:04:37 PM GMT- IP address: 66.76.4.65

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Document e-signed by Bill Gravell Jr. (bgravell@wilco.org)
Signature Date: 2020-12-22 - 5:43:21 PM GMT - Time Source: server- IP address: 66.76.4.65

Agreement completed.
2020-12-22 - 5:43:21 PM GMT

POWERED BY
Adobe Sign

Commissioners Court - Regular Session **43.**

Meeting Date: 05/18/2021

Awarding RFP T3711 Wilco Jail Lock Repairs, Preventative Maintenance and Install Services

Submitted For: Joy Simonton **Submitted By:** Kim Chappius, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on awarding RFP T3711 Wilco Jail Lock Repairs, Preventative Maintenance and Install Services to the overall highest scoring proposer Willo Products Company, with the RFP and the vendor submittal acting as the contract/agreement.

Background

The Purchasing Department solicited sealed proposals for RFP T3711 Wilco Jail Lock Repairs, Preventative Maintenance and Install Services. Four (4) suppliers participated in the solicitation of which two (2) submitted a proposal. After extensive in-depth evaluation, the Williamson County Facilities department is recommending awarding to **Willo Products Company** in the amount of $193,932.90 resulting from negotiations and submittal of best and final offer. Agreement term is for two (2) years with four (4) optional twelve (12) month renewals. Approval of this item will support the operations of the Williamson County Jail. The department point of contact is Shantil Moore. Funding source is 01.0100.1008.4510 for FY21.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Recommendation Letter
Vendor Bid Proposal
Final Price Proposal
Final Price & Score Sheet

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	05/13/2021 10:12 AM
County Judge Exec Asst.	Andrea Schiele	05/13/2021 10:32 AM
Form Started By: Kim Chappius		Started On: 05/07/2021 09:34 AM
Final Approval Date: 05/13/2021		

Williamson County Facilities
3101 SE Inner Loop
Georgetown, Texas 78626
512-943-1599
512-930-3313 Fax
facilities@wilco.org

May 4, 2021

To: Williamson County Purchasing Department

Re: RFP T3711 – Letter of Award Recommendation

The recommendation from the RFP Evaluation Committee is to award the Williamson County Jail Lock Repairs, Preventative Maintenance, and Installation Services to Willo Products Company, Inc. This evaluation is based on all items outlined in the evaluation criteria in RPF # T3711. Proposal pricing is within the current budget for these services.

The Facilities Department recommends that the Williamson County Commissioners Court award the contract based on the committee's recommendation.

Sincerely,

Dale Butler
Facilities Director
Williamson County

1. Proposal Package

21 (18 KO) - 21/21

1.1. General Information

Group - 0 Questions - 0/0

GENERAL INFORMATION:

Williamson County is seeking a correctional lock contractor to provide maintenance repair and installation at the Williamson County Sheriff's Office ("Wilco SO") Jail. This request is being completed for Facilities Department of Williamson County who is responsible for completing and overseeing jail correctional lock maintenance repairs and/or installations in Wilco SO Jail. Williamson County reserves the right to award a contract to which a response is provided, however, there is no guarantee of the award of any work assignments, hereinafter referred to as "Work Orders".

INITIAL CONTRACT TERM:

2 Years

RENEWAL OPTIONS:

Four (4) Optional One (1)-Year Renewals

BONDS RECOMMENDED:

Performance Bond
Payment Bond

ESTIMATED AMOUNT:

$100,000.00

OPTIONAL PRE-BID MEETING:

When: Wednesday, April 14, 2021 at 10:00 AM CST.
Location: Williamson County Sheriff Office, 508 S Rock St, Georgetown, TX 78626

1.2. Scope of Work

Group - 1 Questions - 1/1

1.2.1. Please acknowledge the attached document!

Yes/No response KO

- **Yes**
- **No**
  KO

Willo Products Company:

- Yes

1.3. Definitions

Group - 0 Questions - 0/0

Below are the definitions that will be used throughout the proposal.

Addendum/Addenda - means any written or graphic instruments issued by the County prior to the consideration of Proposals which modify or interpret the Proposal Documents by additions, deletions, clarifications, or corrections.

Agreement/Ensuing Agreement(s) - means the Successful Respondent may be required by the County to sign an additional Agreement containing terms necessary to ensure compliance with the RFP and the Respondent's Proposal. Such Ensuing Agreement(s) shall contain the Proposal specifications, terms and conditions that are derived from the RFP.

Buyer - means the designated Williamson County Purchasing contact.

Contract - means this RFP and the Proposal of the Successful Respondent shall become a Contract between the Successful Respondent and the County once the Successful Respondent's Proposal is properly accepted by the Williamson County Commissioners Court (sometimes referred to herein as the Commissioner's Court").

Commissioner's Court - means the Williamson County Commissioners Court.

County - means Williamson County, a political subdivision of the State of Texas.

Executive Summary - means the document submitted by Respondent that represents a concise summary of the contents of the Proposal. It does not include any information concerning costs.

Proposal Documents - means the Legal Notice, RFP including attachments, and any Addenda issued by the County prior to the consideration of any Proposals.

Proposal - means the complete, properly signed document, and ALL required forms and documentation listed in the proposal package which have been submitted in accordance with this RFP package. A Proposal submitted in accordance with this RFP is irrevocable during the specified time period for evaluation and acceptance of Proposals, unless a waiver is obtained from the Williamson County Purchasing Agent.

Respondent - means a person or entity who submits a Proposal in response to this RFP.

Request for Proposals (RFP) - means this document, together with the attachments thereto and any future Addenda issued by the County.

Successful Respondent- means the responsible Respondent who, in the County's sole opinion, submits the Proposal which is in the best interest of the County, taking into account factors identified herein, and to whom the County intends to award the Contract.

1.4. Terms and Conditions

Group - 1 Questions - 1/1

VENUE AND GOVERNING LAW

The Respondent hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this RFP, the Contract and any Ensuing Agreement(s), shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this RFP, the Contract and any Ensuing Agreement(s) is governed by the laws of the United States, this RFP, the Contract and any Ensuing Agreement(s) shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

INCORPORATION BY REFERENCE AND PRECEDENCE

The Contract shall be derived from the RFP and its Addenda (if applicable), and the Respondent's Proposal. In the event of a dispute under the Contract, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence:

-The RFP and its Addenda (if applicable); and
-The Respondent's Proposal

In the event the County requires that an Ensuing Agreement be executed following award and a dispute arises between the terms and conditions of the Ensuing Agreement, the RFP and its Addenda (if applicable), and the Respondent's Proposal, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence:

-The terms and conditions of the Ensuing Agreement;
-The RFP and its Addenda; and
-The Respondent's Proposal.

OWNERSHIP OF PROPOSAL

Each Proposal shall become the property of the County upon submittal and will not be returned to Respondents unless received after the submittal deadline.

DISQUALIFICATION OF RESPONDENT

Upon signing and submittal of the Proposal, a Respondent offering to sell supplies, materials, services, or equipment to the County, certifies that the Respondent has not violated the antitrust laws of the State of Texas codified in Business & Commerce Code, Section 15.01, or the Federal Antitrust Laws, and has not communicated directly or indirectly the offer made to any competitor or any other person engaged in such line of business. Any or all Proposals may be rejected if the County believes that collusion exists among the Respondents.

FUNDING

The County intends to budget and make sufficient funds available and authorize funds for expenditure to finance the costs of the Contract. All Respondents understand and agree that the County's payment of amounts under the Contract shall be contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to make payments under this Contract.

ASSIGNMENT, SUCCESSORS AND ASSIGNS

The Successful Respondent may not assign, sell, or otherwise transfer the Contract or any other rights or interests obtained under the Contract without written permission of the Williamson County the Commissioners Court. The Contract and any Ensuing Agreement(s) shall be binding upon and inure to the benefit of the contracting parties hereto and their respective successors and permitted assigns.

IMPLIED REQUIREMENTS

Products or services not specifically described or required in the RFP, but are necessary to provide the functional capabilities described by the Respondent, shall be implied and deemed to be included in the Proposal.

TERMINATION

Termination for Cause: The County reserves the right to terminate the Contract and/or any Ensuing Agreement(s) for default if the Successful Respondent breaches any of the Proposal specifications, terms and conditions, including warranties of the Respondent, if any, or if the Successful Respondent becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies the County may have at law or in equity or as may otherwise be provided hereunder. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all other requirements to the County's satisfaction, and/or to meet all other obligations and requirements.

Termination for Convenience: The County may terminate the Contract and/or any Ensuing Agreement(s) for convenience and without cause or further liability, upon no less than thirty (30) calendar days written notice to the Successful Respondent. The County reserves the right to extend this period if it is in the best interest of the County. In the event the County exercises its right to terminate without cause, it is understood and agreed that only the amounts due to the Successful Respondent for goods, commodities and/or services provided, and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for the County's termination for convenience.

NON-PERFORMANCE

It is the objective of the County to obtain complete and satisfactory performance of the requirements set forth herein. In addition to any other remedies available at law, in equity or that may be set out herein, failure to perform may result in a deduction of payment equal to the amount of the goods and/or services that were not provided and/or performed to the County's satisfaction.

In the event of such non-performance, the County shall have the right, but shall not be obligated, to complete the services itself or by others and/or purchase the goods from other sources. If the County elects to acquire the goods or perform the services itself or by others, pursuant to the foregoing, the Successful Respondent shall reimburse the County, within ten (10) calendar days of demand, for all costs incurred by the County (including, without limitation, applicable, general, and administrative expenses, and field overhead, and the cost of necessary equipment, materials, and field labor) in correcting the nonperformance which the Successful Respondent fails to meet pursuant to the requirements set out herein. In the event the Successful Respondent refuses to reimburse the County as set out in this provision, the County shall have the right to deduct such reimbursement amounts from any amounts that may be then owing or that may become owing in the future to the Successful Respondent.

PROPRIETARY INFORMATION AND THE TEXAS PUBLIC INFORMATION ACT

All material submitted to the County shall become public property and subject to the Texas Public Information Act upon receipt. If a Respondent does not desire proprietary information in the Proposal to be disclosed, each page must be clearly identified and marked

proprietary at time of submittal or, more preferably, all proprietary information may be placed in a folder or appendix and be clearly identified and marked as being proprietary. Failure to clearly identify and mark information as being proprietary as set forth under this provision will result in all unmarked information being deemed non-proprietary and available to the public. For all information that has not been clearly identified and marked as proprietary by the Respondent, the County may choose to place such information on the County's website and/or a similar public database without obtaining any type of prior consent from the Respondent.

The County will, to the extent allowed by law, endeavor to protect from public disclosure the information that has been identified and marked as proprietary. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General.

To the extent, if any, that any provision in this RFP or in the Respondent's Proposal is in conflict with Texas Government Code, Chapter 552, as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood, and agreed, that the County, and its officers and employees, may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to the County as to whether or not the same are available to the public. It is further understood that that the County, and its officers and employees, shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that the County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to the County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

RIGHT TO AUDIT

The Successful Respondent agrees that the County or its duly authorized representatives shall, until the expiration of three (3) years after termination or expiration of the services to be performed, have access to and the right to examine and photocopy any and all books, documents, papers and records of the Successful Respondent, which are directly pertinent to the services to be performed or goods to be delivered for the purposes of making audits, examinations, excerpts and transcriptions. The Successful Respondent agrees that the County shall have access during normal working hours to all necessary facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. The County shall give the Successful Respondent reasonable advance notice of intended audits.

TESTING AND INSPECTIONS

The County reserves the right to inspect and test equipment, supplies, materials and goods for quality and compliance with this RFP, and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the County can deem the Respondent to be in breach and terminate the Contract and/or any Ensuing Agreement(s).

PROPOSAL PREPARATION COSTS

The cost of developing Proposals is the sole responsibility of the Respondents and shall not be charged to the County. There is no expressed or implied obligation for the County to reimburse the Respondents for any expense incurred in preparing a Proposal in response to this RFP and the County will not reimburse the Respondents for such expenses.

INDEMNIFICATION

The Successful Respondent shall indemnify, defend and save harmless, the County, its officials, employees, agents and agent's employees from, and against, all claims, liability, and expenses including reasonable attorneys' fees, arising from activities of the Respondent, its agents, servants or employees, performed hereunder that result from the negligent act, error, or omission of the Respondent or any of the Respondent's agents, servants or employees, as well as all claims of loss or damage to the Respondent's and the County's property, equipment, and/or supplies.

Furthermore, the County, its officials, employees, agents and agents' employees shall not be liable for damages to the Successful Respondent arising from any act of any third party, including, but not limited to, theft. The Successful Respondent further agrees to indemnify, defend and save harmless, the County from its officials, employee, agents and agents' employees against all claims of whatever nature arising from any accident, injury, or damage whatsoever, caused to any person, or the property of any person, occurring in relation to the Successful Respondent's performance of any services requested hereunder during the term of the Contract and/or any Ensuing Agreement(s).

The Successful Respondent shall timely report all claims, demands, suits, actions, proceedings, liens or judgements to the County and shall, upon the receipt of any claim, demand, suit, action, proceeding, lien or judgement, not later than the fifteenth (15th) day of each month; provide the County with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of the County required by the Successful Respondent in the defense of each matter. The Successful Respondent's duty to defend, indemnify and hold the County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of the Contract and/or any Ensuing Agreement(s), unless otherwise agreed by the County in writing. The provisions of this section shall survive the termination of the Contract and shall remain in full force and effect with respect to all such matters no matter when they arise. In the event of any dispute between the parties, as to whether a claim, demand, suit, action, proceeding, lien or judgement, that appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of the County, the Respondent shall nevertheless fully defend such claim, demand, suit or action, proceeding, lien or judgement, until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of the Respondent are not an issue in the matter.

The Successful Respondent's indemnification shall cover, and the Successful Respondent agrees to, indemnify the County, in the event the County is found to have been negligent for having selected the Successful Respondent to perform the work described in this request. The provision by the Successful Respondent of insurance shall not limit the liability of the Successful Respondent under the Contract and/or any Ensuing Agreement(s).

WAIVER OF SUBROGATION

The Successful Respondent and the Successful Respondent's insurance carrier waive any and all rights whatsoever with regard to subrogation against the County as an indirect party to any suit arising out of personal or property damages resulting from the Respondent's performance under this Contract and any Ensuing Agreement(s).

RELATIONSHIP OF THE PARTIES

The Successful Respondent shall be an independent contractor and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions herein which may appear to give the County the right to direct the Successful Respondent as to details of doing work herein covered, or to exercise a measure of control over the work, shall be deemed to mean that the Successful Respondent shall follow the desires of the County in the results of the work only. The County shall not retain or have the right to control the Successful Respondent's means, methods or details pertaining to the Successful Respondent's performance of the work. The County and the Successful Respondent hereby agree and declare that the Successful Respondent is an independent contractor and as such meets the qualifications of an "Independent Contractor" under Texas Workers Compensation Act, Texas Labor Code, Section 406.141, that the Successful Respondent is not an employee of the County, and that the Successful Respondent and its employees, agents and subcontractors shall not be entitled to workers compensation coverage or any other type of insurance coverage held by the County.

SOLE PROVIDER

The Successful Respondent agrees and acknowledges that it shall not be considered a sole provider of the goods and/or services described herein and that the County may contract with other providers of such goods and/or services if the County deems, at its sole discretion, that multiple providers of the same goods and/or services will serve the best interest of the County.

FORCE MAJEURE

If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

SEVERABILITY

If any provision of this RFP, the Contract or any Ensuing Agreement(s) shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof, but rather the entire RFP, Contract or any Ensuing Agreement(s) will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this RFP, the Contract or any Ensuing Agreement(s) is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this RFP, the Contract or any Ensuing Agreement(s) and be deemed to be validated and enforceable.

EQUAL OPPORTUNITY

Neither party shall discriminate against any employee or applicant for employment because of race, color, sex, religion or national origin.

NOTICE

Any notice to be given shall be in writing and may be distributed by personal delivery, or by registered or certified mail, return receipt requested, addressed to the proper party, at the following address:

The County:

Williamson County Purchasing Department
Attn: Purchasing Agent
100 Wilco Way, Suite P101 (**Suite number must be clearly marked**) Georgetown, Texas 78626

The Respondent:

Address set out in Respondent's Transmittal Letter

Notices given in accordance with this provision shall be effective upon (1) receipt by the party to which notice is given, or (2) on the third (3rd) calendar day following mailing, whichever occurs first.

SALES AND USE TAX EXEMPTION

The County is a body, corporate and politic, under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code, Section 151.309, as amended, and the services and/or goods subject hereof are being secured for use by the County.

COMPLIANCE WITH LAWS

The County and the Successful Respondent shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of the Contract and any Ensuing Agreement(s), including, without limitation, Workers' Compensation laws, salary and wage statutes and regulations, licensing laws and regulations. When required, the Successful Respondent shall furnish the County with certification of compliance with said laws, statues, ordinances, rules, regulations, orders, and decrees above specified. INCORPORATION OF EXHIBITS, APPENDICES AND ATTACHMENTS

All of the Exhibits, Appendices and Attachments referred to herein are incorporated by reference as if set forth verbatim herein. Any conflicting terms in the Contract documents will be resolved at the sole discretion of the Commissioners Court.

NO WAIVER OF IMMUNITIES

Nothing herein shall be deemed to waive, modify or amend any legal defense available at law or in equity to the County, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. The County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

NO WAIVER

The failure or delay of any party to enforce at any time or any period of time any of the provisions of this RFP, the Contract or any Ensuing Agreement(s) shall not constitute a present or future waiver of such provisions nor the right of either party to enforce each and every provision. Furthermore, no term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute a consent to, waiver of or excuse for any other, different or subsequent breach.

CURRENT REVENUES

The obligations of the parties under the Contract and any Ensuing Agreement(s) do not constitute a general obligation or indebtedness of the County for which the County is obligated to levy, pledge, or collect any of taxation. It is understood and agreed that the County shall have the right to terminate the Contract and any Ensuing Agreement(s) at the end of any the County fiscal year if the governing body of the County does not appropriate sufficient funds as determined by the County's budget for the fiscal year in question. The County may effect such termination by giving written notice of termination to the Successful Respondent at the end of its then-current fiscal year.

BINDING EFFECT

This Contract and any Ensuing Agreement(s) shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

ASSIGNMENT

The Successful Respondent's interest and duties hereunder may not be assigned or delegated to a third party without the express written consent of the County.

SAFETY

The Successful Respondent is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with any services to be provided hereunder. The safety program shall comply with all applicable requirements of the current federal Occupational Safety and Health Act and all other applicable federal, state and local laws and regulations.

GENERAL OBLIGATIONS AND RELIANCE

The Successful Respondent shall perform all services and/or provide all goods, as well as those reasonably inferable and necessary for completion and provision of services and/or goods required hereunder. The Successful Respondent shall keep the County informed of the progress and quality of the services. The Successful Respondent agrees and acknowledges that the County is relying

on the Successful Respondent's represented expertise and ability to provide the goods and/or services described herein. The Successful Respondent agrees to use its best efforts, skill, judgment, and abilities to perform its obligations in accordance with the highest standards used in the profession and to further the interests of the County in accordance with the County's requirements and procedures. Th e Successful Respondent's duties, as set forth herein, shall at no time be in any way diminished by reason of any approval by the County, nor shall the Successful Respondent be released from any liability by reason of such approval by the County, it being understood that the County at all times is ultimately relying upon the Successful Respondent's skill and knowledge in performing the services and providing any goods required hereunder.

CONTRACTUAL DEVELOPMENT

The Commissioners Court may award the Contract on the basis of the initial Proposals received, without any further or additional discussions. Therefore, each initial Proposal should contain the Respondent's best terms and offer. The contents of the RFP and the selected Proposal will become an integral part of the Contract, but may be modified, at Williamson County's sole discretion, by provisions of an Ensuing Agreement. Therefore, the Respondent must agree to inclusion in an Ensuing Agreement of the Proposal specifications, terms and conditions of this RFP. Williamson County may, at its discretion, opt to conduct further discussions with responsible offerors and request the highest ranked firm's Best and Final Offer (BAFO).

ENTIRE AGREEMENT

The Contract and any Ensuing Agreement(s) shall supersede all prior Agreements, written or oral between the Successful Respondent and the County and shall constitute the entire Agreement and understanding between the parties with respect to the services and/or goods to be provided. Each of the provisions herein shall be binding upon the parties and may not be waived, modified, amended or altered, except by writing signed by the Successful Respondent and the County.

SURVIVABILITY

All applicable agreements that were entered into between the Successful Respondent and the County, under the terms and conditions of the Contract and/or any Ensuing Agreement(s), shall survive the expiration or termination thereof for ninety (90) days unless a new contract has been awarded.

The County may exercise, by written notice to the Successful Respondent no later than ten (10) calendar days of the Contract expiration, this clause for emergency cases only.

PAYMENT

The County's payment for goods and services shall be governed by the Texas Government Code, Chapter 2251. An invoice shall be deemed overdue the thirty-first (31st) day after the later of the following:

1. The date the County receives the goods under the Contract;
2. The date the performance of the service under the Contract is completed; or
3. The date the Williamson County Auditor receives an invoice for the goods or services.

Interest charges for any overdue payments shall be paid by the County in accordance with Texas Government Code, Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of the County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one (1) percent and the prime rate published in the Wall Street Journal on the first (1st) day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

In the event that an error appears in an invoice submitted by the Successful Respondent, the County shall notify the Successful Respondent of the error not later than the twenty-first (21st) day after the date the County receives the invoice. If the error is resolved in favor of the Successful Respondent, the Successful Respondent shall be entitled to receive interest on the unpaid balance of the invoice submitted by the Successful Respondent beginning on the date that the payment for the invoice became overdue. If the error is resolved in favor of the County, the Successful Respondent shall submit a corrected invoice that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by the Texas Government Code, Chapter 2251, if the corrected invoice is not paid by the appropriate date.

As a minimum, invoices shall include:

1. Name, address, and telephone number of the Successful Respondent and similar information in the event the payment is to be made to a different address.

1. The County Contract, Purchase Order.

1. Identification of items or service as outlined in the Contract.

1. Quantity or quantities, applicable unit prices, total prices and total amount.

1. Any additional payment information which may be called for by the Contract.

Payment inquiries should be directed to the following address:

Williamson County Auditor's Office, Accounts Payable Department
Email: accountspayable@wilco.org Phone: 512-943-1500

CONTRACTUAL FORMATION AND ENSUING AGREEMENT

The RFP and the Respondent's Proposal, when properly accepted by the Commissioners Court, shall constitute a Contract equally binding between the Successful Respondent and the County. The Successful Respondent may be required by Williamson County to sign an additional agreement containing terms necessary to ensure compliance with the RFP and Respondent's proposal.

LEGAL LIABILITY INFORMATION

The Successful Respondent shall disclose all legal liability information by listing any pending litigation, civil or criminal, or anticipated litigation that your firm is involved in including, but not limited to, potential or actual legal matters with private parties and any local, state, federal or international governmental entities. Furthermore the Respondent certifies to the best of its knowledge and belief that within the last five (5) years Respondent or Respondent Related Entities have not: a. been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction; b. been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency; c. had any business license or professional license suspended or revoked; d. had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and e. been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency. If Respondent cannot so certify to the above, then it must submit along with its proposal, proposal or contract a written explanation of why such certification cannot be made. The Commissioner's Court will determine whether a contract may be entered into with the Respondent. The Respondent's obligation pursuant to this certification is ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Respondent shall have an obligation to immediately notify the Purchasing Department in writing if at any time during the term of the contract if becomes aware of any event which would cause the Respondent's certification or explanation to change. Respondent acknowledges that the Commissioner's Court may, in its sole discretion, terminate the contract for cause if it learns that any of the certifications made herein are currently false due to intervening factual circumstances or were false or should have been known to be false when entering into the contract. The County reserves the right to consider legal liability information in the recommendation of any proposed contract to the Commissioners Court.

CONFIDENTIALITY

Respondent expressly agrees that it will not use any direct or incidental confidential information that may be obtained while working in a governmental setting for its own benefit, and agrees that it will not access unauthorized areas or confidential information and it will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

INCLEMENT WEATHER

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a Proposal submission deadline, the Proposal closing will automatically be postponed until the next business day the County is open. If inclement weather conditions or any other unforeseen event causes delays in carrier service operations, the County may issue an Addendum to all known Respondents interested in the project to extend the deadline. It will be the responsibility of the Respondent to notify the County of their interest in the project if these conditions are impacting their ability to turn in a submission within the stated deadline. The County reserves the right to make the final judgement call to extend any deadline.

AIR QUALITY

In determining the overall best Proposal, the County may, to the extent applicable, exercise the option granted to local governments under the Texas Local Government Code, Section 271.907.

This option allows the County to evaluate Proposals and give preference to goods and/or services of a Respondent that demonstrates that the Respondent meets or exceeds any and all state or federal environmental standards, including voluntary standards, relating to air quality. If the Proposal being submitted will have an effect on air quality for the County (as it relates to any state, federal, or voluntary air quality standard), then the Respondent is encouraged to provide information in narrative indicating the anticipated air quality impact. All Respondents are expected to meet all mandated state and federal air quality standards.

COOPERATIVE PURCHASING PROGRAM

During the term of the Contract resulting from this RFP, the County would like to afford the same prices, terms and conditions to other political subdivisions or public entities. Another entity's participation in the Contract resulting from this RFP is subject to a properly authorized Purchasing Cooperative Inter-local Agreement (ILA) with the County. Any liability created by purchase orders issued against the Contract shall be the sole responsibility of the governmental agency placing the order.

CONFIDENTIALITY

The Respondent expressly agrees that it will not use any direct or incidental confidential information that may be obtained while working in a governmental setting for its own benefit, and agrees that it will not access unauthorized areas or confidential information and it will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

1.4.1. **ACKOWLEDGEMENT**
Vendor has read above, understands and agrees with these statements.

Yes/No response KO

- **Yes**
- **No**
  KO

Willo Products Company:

- Yes

1.5. Instructions and General Requirements

Group - 1 Questions - 1/1

AMBIGUITY, CONFLICT, OR OTHER ERRORS IN THIS RFP

If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in this RFP, the Respondent shall immediately notify the County Purchasing Department of such error in writing and request modification or clarification of the document.

Modifications will be made by issuing Addenda. If the Respondent fails to notify the County prior to the date and time fixed for submission of Proposals of an error or ambiguity in the RFP known to the Respondent, or an error or ambiguity that reasonably should have been known to the Respondent, then the Respondent shall be deemed to have waived the error or ambiguity or its later resolution.

The County may also modify the RFP, no later than forty-eight (48) hours prior to the date and time fixed for submission of Proposals, by issuance of an Addendum. All Addenda will be numbered consecutively, beginning with one (1).

AUTHORIZATION OF RESPONDENT

Respondent shall be an individual who is authorized to bind the proposal contractually.

1. If the Respondent is a Corporation or Limited Liability Company, the legal name of the Corporation or Limited Liability Company shall be provided.
2. If the Respondent is a General Partnership, the true name of the firm shall be provided.
3. If the Respondent is a Limited Partnership, the name of the Limited Partner's General Partner shall be provided.
4. If the Respondent is a Sole Proprietor(s) (individual), each Sole Proprietor(s) shall be provided.
5. If response is by an agent, other than the Sole Proprietor(s) or an officer of a Corporation, Limited Liability Company, General Partner or a member of a General Partnership, a power of attorney or equivalent document must be submitted to the Williamson County Purchasing Department.

ASSUMED BUSINESS NAME

If the Respondent operates business under an Assumed Business Name, the Respondent must have on file with the Williamson County Clerk a current Assumed Name Certificate and provide a file marked copy of same prior to contract award.

ECONOMY OF PRESENTATION

Proposals should not contain promotional or display materials, except as they may directly answer in whole or in part questions contained in the RFP. Such exhibits shall be clearly marked with the applicable reference number of the question in the RFP. Proposals must address the technical requirements as specified in the RFP. All questions posed by the RFP must be answered

concisely and clearly. Proposals that do not address each criterion may be, at the sole discretion of the County, rejected and not considered.

REJECTION OR ACCEPTANCE

It is understood that the Commissioners Court of Williamson county, Texas, reserves the right to accept or reject any and/or all proposals for any or all materials and/or services covered in the RFP, and to waive informalities or defects in the proposal or to accept such proposal it shall deem to be in the best interest of Williamson County.

Results may be obtained by viewing the Williamson County vendor portal at the following link:

www.wilco.org/departments/purchasing

PROPOSAL OBLIGATION

The contents of the RFP, Proposal, and any clarification thereof submitted by the Successful Respondent shall become part of the contractual obligation and incorporated by reference into the Contract and any Ensuing Agreement(s).

COMPLIANCE WITH RFP SPECIFICATIONS

It is intended that this RFP describe the requirements and the Proposal format in sufficient detail to secure comparable Proposal. Failure to comply with all provisions of the RFP may, at the sole discretion of the County, result in disqualification.

EVALUATION

The County reserves the right to use all pertinent information (also learned from sources other than disclosed in the RFP process) that might affect the County's judgment as to the appropriateness of an award to the best evaluated Respondent. This information may be appended to the Proposal evaluation process results. Information on a Respondent from reliable sources, and not within the Respondent's Proposal, may also be noted and made part of the evaluation file. The County shall have sole discretion for determining the reliability of the source. The County reserves the right to conduct written and/or oral discussions/interviews after the Proposal opening. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award that is in the best interest of the County.

WITHDRAWAL OF PROPOSAL

The Respondent may withdraw its Proposal electronically. If submitted via hard-copy proposal may be withdrawn by submitting a written request with the company letterhead and the signature of an authorized individual to the Williamson County Purchasing Department any time prior to the submission deadline.

The Respondent may submit a new Proposal prior to the deadline. Alterations of the Proposal in any manner will not be considered if submitted after the deadline. Withdrawal of a Proposal after the deadline will be subject to written approval of the Williamson County Purchasing Agent.

RESPONSIBILITY

It is expected that a Respondent will be able to affirmatively demonstrate responsibility. A prospective Respondent should be able to meet the following requirements:

1. Have adequate financial resources, or the ability to obtain such resources as required;
2. Be able to comply with the required or proposed delivery schedule;
3. Have a satisfactory record of performance that can be determined thru references provided; and
4. Be otherwise qualified and eligible to receive an award.

The County may request representation and other information sufficient to determine the Respondent's ability to meet these minimum standards listed above.

PURCHASE ORDERS

If required by the Williamson County Purchasing Department, a purchase order(s) may be generated to the Successful Respondent for goods and/or services. If a purchase order is issued, the purchase order number must appear on all itemized invoices and/or requests for payment.

SILENCE OF SPECIFICATIONS

The apparent silence of any RFP specifications as to any detail or to the apparent omission from it of a detailed description concerning

any point, shall be regarded as meaning that only the best practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

SUBMITTAL DEADLINE

The Proposal is due no later than the submittal date and time set forth in this RFP. Contents of each Proposal shall be submitted in accordance with this RFP. Proposals submitted after the stated deadline will not be considered for award.

ETHICS

The Respondent shall not accept or offer gifts or anything of value, nor enter into any business arrangement with any employee, official or agent of the County.

PROPOSAL SUBMITTAL

It is preferred that Proposals be submitted electronically through Negometrix; however, Respondents may submit a hard-copy (if preferred). Please be aware that submitting proposals electronically is a convenience to the Respondent. **Williamson County takes no responsibility for any third-party system interruption potentially causing late delivery of Respondent's submittal.**

If mailed or delivered in person, Proposal and Proposal Addenda are to be delivered in sealed envelope on or before the submittal deadline, as noted in this RFP, to:

Williamson County Purchasing Department
Attn: **Proposal Name and Number**
100 Wilco Way, Suite P101
Georgetown, Texas 78626

Suite Number must be clearly marked on the envelope to ensure delivery to the proper mailbox. Also, all Respondents should list their Name and Address, and the Date of the Proposal opening on the outside of the box or envelope and note "Sealed Proposal Enclosed." Williamson County will not accept any Proposals after the submittal deadline, and shall return such Proposals unopened to the Respondent. The County will not accept any responsibility for Proposals being delivered by third party carriers.

Proposals will be opened publicly in a manner to avoid public disclosure of contents. Only names of Respondents will be read aloud and no pricing will be announced at the opening.

EX PARTE COMMUNICATION

Please note that to ensure the proper and fair evaluation of a response to a solicitation, the County prohibits ex parte communication (e.g., unsolicited) initiated by the Respondent to any Elected Official/Department Head, County Employee or Committee Member evaluating or considering the responses prior to the time a formal decision has been made. Questions and other communication from vendors will be permissible by the means established in the solicitation until the day and time specified as the deadline for questions. Any communication between Respondent and the County after the deadline for questions will be initiated by the appropriate County Official or Employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the response. Ex parte communication may be grounds for disqualifying the offending Respondent from consideration or award of the solicitation then in evaluation. If a Respondent violates these provisions more than once in a three (3) year period, the Purchasing Officer may debar the Respondent from the sale of goods or services to the County for a period not to exceed three (3) years.

1.5.1. **ACKOWLEDGEMENT**
Vendor has read above, understands and agrees with these statements.

Yes/No response KO

- **Yes**
- **No**
  KO

Willo Products Company:

- Yes

1.6. Additional Stipulations

Group - 1 Questions - 1/1

Technical Contact

The person identified as Williamson County's Technical Contact will have designated responsibility to ensure compliance with the requirements of the Contract and any ensuing agreement, such as but not limited to, acceptance, inspection and delivery, together with

the Purchasing Department. The Technical Contact, together with the Purchasing Department, will serve as liaison between Williamson County Commissioners Court and the Successful Respondent.

Initial Contract Term

The Successful Respondent shall provide the goods and/or services for the initial term as described in the RFP description.

Contract Extensions

At the end of the Initial Contract Term, the Commissioners Court reserves the right to extend the Initial Contract Term, by mutual agreement of both parties, as it deems to be in the best interest of the County. The extension may be negotiated if renewal indications are provided within the County's timeframe which reflect renewal terms for the forthcoming policy year that are deemed by the County to be competitive with current market conditions. However, the County may terminate the contract at any time if funds are restricted, withdrawn, not approved, or if service is unsatisfactory. Any extension will be as described in the RFP description. The extension of the contract is contingent on the appropriation of necessary funds by the Commissioners Court for the fiscal year in question. Upon the failure of the Commissioners Court to so appropriate in any year, the Respondent may elect to terminate the contract, with no additional liability to the County. The County and the Respondent agree that termination shall be the Respondent's sole remedy under this circumstance.

Insurance Requirements

By signing its Bid, the Respondent agrees to maintain at all times during any term of the Contract and any ensuing Agreement at Respondent 's cost, insurance in accordance with this provision. Respondent will be required to submit Certificates of Insurance **immediately following contract award and complete execution of any ensuing Agreement and prior to issuance of a Purchase Order.**

All certificates of insurance coverage as specified below must be provided to the following Location and should include the RFP number and description:

Williamson County Purchasing Department
100 Wilco Way, Ste P101 **(Suite must be clearly marked)**
Georgetown, Texas 78626

Failure to comply with these Insurance Requirements may result in the termination of the Contract and any ensuing Agreement(s) between the Successful Respondent and County.

Successful **Respondent must comply with the following insurance requirements at all times during this Contract:**

A. **Coverage Limits.** Except as specified otherwise in the Contract and any ensuing Agreement(s), Successful Respondent, at Successful Respondent's sole cost, shall purchase and maintain during the entire term while the Contract and any ensuing Agreement(s)is in effect the following insurance:

1. Worker's Compensation in accordance with statutory requirements.
2. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate.
3. Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of $500,000.00 per occurrence and $1,000,000.00 in the aggregate.
4. Professional Liability Errors and Omissions Insurance in the amount of $2,000,000.00 per claim.

B. **Additional Insureds; Waiver of Subrogation.** County, its directors, officers and employees shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where County, its directors, officers and employees are additional insureds, such insurance shall be primary and any insurance maintained by County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of County.

C. **Premiums and Deductible.** Successful Respondent shall be responsible for payment of premiums for all of the insurance coverages required under this section. Successful Respondent further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Successful Respondent is responsible, Successful Respondent shall be solely responsible for all deductibles and self-insured retentions. Except as specified otherwise in the Contract and any ensuing Agreement(s), any deductibles or self-insured retentions **over $50,000** in the Successful Respondent's insurance must be declared and approved in writing by County in advance.

D. **Commencement of Work.** Successful Respondent shall not commence any field work under this Contract until he/she/it has obtained all required insurance and such insurance has been approved by County. As further set out below, Successful Respondent shall not allow any subcontractor/subconsultant(s) to commence work to be performed in connection with this Contract until all required

insurance has been obtained and approved and such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of Successful Respondent hereunder.

E. **Insurance Company Rating**. The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A- rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued.

F. **Certification of Coverage.** Successful Respondent shall furnish County with a certification of coverage issued by the insurer. Successful Respondent shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requires set forth hereunder, Successful Respondent shall also notify County, within twenty-four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.**

G. **No Arbitration**. It is the intention of the County and agreed to and hereby acknowledged by the Successful Respondent, that no provision of this Contract shall be construed to require the County to submit to mandatory arbitration in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required hereunder or as may be required by law or a court of law with jurisdiction over the provisions of this Contract.

H. **Subcontractor/Subconsultant's Insurance.** Without limiting any of the other obligations or liabilities of Successful Respondent, Successful Respondent shall require each subcontractor/subconsultant performing work under the Contractor and any ensuing Agreement(s) (to the extent a subcontractor/subconsultant is allowed by County) to maintain during the term of the Contract and any ensuing Agreement(s), at the subcontractor/subconsultant's own expense, the same stipulated minimum insurance required in this section above, including the required provisions and additional policy conditions as shown below in this section.
Successful Respondent shall obtain and monitor the certificates of insurance from each subcontractor/subconsultant in order to assure compliance with the insurance requirements. Successful Respondent must retain the certificates of insurance for the duration of the Contract and any ensuing Agreement(s) and shall have the responsibility of enforcing these insurance requirements among its subcontractor/subconsultants. County shall be entitled, upon request and without expense, to receive copies of these certificates of insurance.

I. **Insurance Policy Endorsements.** Each insurance policy shall include the following conditions by endorsement to the policy:

1. County shall be notified thirty (30) days prior to the expiration, cancellation, non-renewal or any material change in coverage, and such notice thereof shall be given to County by certified mail to:

Williamson County Purchasing Department
100 Wilco Way, Ste P101 **(Suite must be clearly marked)**
Georgetown, Texas 78626

2. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.

J. **Cost of Insurance.** The cost of all insurance required herein to be secured and maintained by Successful Respondent shall be borne solely by Successful Respondent, with certificates of insurance evidencing such minimum coverage in force to be filed with County.

1.6.1. **ACKOWLEDGEMENT**
Vendor has read above, understands and agrees with these statements.

Yes/No response KO

- **Yes**
- **No**
  KO

Willo Products Company:

- Yes

1.7. Evaluation/Selection Criteria

Group - 1 Questions - 1/1

Evaluation/Selection Criteria

All Proposals received by the designated date and time will be evaluated based on the Respondent's Proposal. Other information may be taken into consideration when that information potentially provides an additional benefit to the County, and further helps the County in receiving the services listed in the RFP.

Respondents' Proposals must meet all mandatory (minimum) requirements in order to be scored. Scoring may also be based on total information gathered by the County at its discretion, including but not limited to respondent's ability to perform "without delay or interference, character, responsibility, integrity, and experience or demonstrated capability; quality of prior work; compliance with laws; and noncompliance with requirements as to submission of relevant information."

Evaluation Committee and Selection Process

All Proposals will be evaluated by a County appointed Evaluation Committee. The Evaluation Committee may be composed of County Staff that may have expertise, knowledge or experience with the services and/or goods being procured hereunder. Those Respondents meeting all requirements and deemed most qualified may receive further evaluation via telephone or in-person interviews with members of the Evaluation Committee. The County will select a Respondent determined best and most responsible Respondent meeting minimum specifications and qualifications.

Respondents are advised that the Evaluation Committee, at its option, may recommend an award strictly on the basis of the initial RFP responses, or in addition, may have interviews with firms to determine its final recommendation. The Evaluation Committee will present its recommendation to the Williamson County Commissioners' Court for approval and award of contract.

Finalist shall be determined by the Respondent receiving the most points in relation to the following Evaluation Criteria. Additional scoring may be conducted based upon Respondent's presentation during the interview process and may or may not include previous scores from Respondent's Proposal.

Mandatory Criteria

Any criteria identified as Mandatory shall be required in order to be considered for scoring.

Graded Evaluation Factors

The Evaluation Criteria stated in this RFP will be used to determine how well a Respondent(s) meet(s) the desired performance.

Williamson County will conduct a comprehensive, fair and impartial of evaluation of all proposals received in response to this RFP. Each proposal will be analyzed to determine overall responsiveness and qualifications under the RFP. Williamson county may select some of the respondent proposals for finalist presentations. Criteria to be evaluated will include but are not limited to the items listed below:

Compensation and Fee (30 points)
Reference (10 points)
Training Added Services (25 points)
Responsiveness (5)
Products, Service and Solution Offered (10 points)
Contractor Qualification (20)

Interviews

Interview scoring (if applicable) will be provided along with invitation to interview candidates. Best and Final Offer may be requested from any Respondents scheduled for interviews.

Additional Evaluation Information

It is the responsibility of the Respondent to provide sufficient information/data in a convincing manner to the County to assure all of the terms, conditions and expectations for satisfactory performance of the services requested herein will be met.

All contact during the evaluation phase shall be through the Williamson County Purchasing Department only. The Respondent shall neither contact nor lobby evaluators during the evaluation process. Attempts by the Respondent to contact and/or influence members of the Evaluation Committee may result in disqualification of Proposal.

1.7.1. **ACKOWLEDGEMENT**
Vendor has read above, understands and agrees with these statements.
Yes/No response KO

- **Yes**
- **No**
  KO

Willo Products Company:

- Yes

1.8. Transmittal

Group - 9 Questions - 9/9

1.8.1. Information of individual or business entity submitting the Proposal

Group - 4 Questions - 4/4

1.8.1.1. Name of Individual or Business Entity
Open text response KO

Willo Products Company:

Willo Products Company Inc.

1.8.1.2. Address of Individual or Business Entity
Open text response KO

Willo Products Company:

714 Willo Industrial Drive ,SE
Decatur, Al. 35601

1.8.1.3. Type of Business Entity
i.e., Corporation, General Partnership, Limited Partnership, LLC, etc.
Open text response KO

Willo Products Company:

S Corporation

1.8.1.4. Place of incorporation or organization
Open text response KO

Willo Products Company:

Alabama

1.8.2. Name and location of major offices and other facilities that relate to the Respondent's performance under the terms of this RFP.
Open text response KO

Willo Products Company:

Willo Products Company Inc.
714 Willo Industrial Dr. SE
Decatur, Al 35601

1.8.3. Information of the Respondent's principal contact person regarding all contractual matters relating to this RFP.

Open text response KO

Willo Products Company:

Amy Allday
714 Willo Industrial Dr. SE
Decatur, Al. 35601
amyallday@willoproducts.com
Office: 256-353-7161 ext 261
Cell: 256-566-8375

1.8.4. The Respondent commits to provide the services required by the County.

Yes/No response KO

- **Yes**
- **No**
  KO

Willo Products Company:

- Yes

1.8.5. The Respondent agrees that the Proposal is valid for the time specified in this RFP. Any Proposal containing a term of less than the required amount, may at the County's sole discretion, be rejected as non-responsive.

Yes/No response KO

- **Yes**
- **No**
  KO

Willo Products Company:

- Yes

1.8.6. If the Proposal being submitted will have an effect on air quality for the County (as it relates to any state, federal, or voluntary air quality standard), then the Respondent is encouraged to provide information in narrative indicating the anticipated air quality impact.

Open text response

Willo Products Company:

No effect on air quality

1.9. Executive Summary

Group - 3 Questions - 3/3

1.9.1. Identify any goods and/or services that are provided beyond those specifically requested. If the Respondent is providing services and/or goods that do not meet the specific requirements of this RFP, but in the opinion of the Respondent are equivalent or superior to those specifically requested, any such differences should be noted in the Executive Summary. However, the Respondent must realize that failure to provide the goods and/or services specifically required, at the County's sole discretion, may result in disqualification of the Proposal.

Open text response

Willo Products Company:

Everything per request we will adhear to

1.9.2. Indicate why the Respondent believes that it is the most qualified Respondent to provide the services described in this RFP. The Successful Respondent must demonstrate extensive experience and understanding of the intent of this project. The Respondent should describe in detail the current and historical experience the Respondent and its subcontractors have that would be relevant to completing the project.

Open text response KO

Willo Products Company:

Willo Products was the orginal detention contractor. In 2012 we designed manfatured and installed the security system and sliding door devices at WILCO. We have been in business since 1945.

1.9.3. Briefly state why the Respondent believes its proposed goods and/or services best meet the County's needs and RFP requirements, and the Respondent also should concisely describe any additional features, aspects, or advantages of its goods and/or services in any relevant area not covered elsewhere in its Proposal.

Open text response KO

Willo Products Company:

Willo Products is the manfacture of sliding door devices and security controls. We are qualified to repair and service RR Brink, Southern Floger, Stewart Decatur, and many other obsolate systems. Willo Products is the leader in innovation of security systems. from our sliding door devices to our pattened Willo Wedge. We are your one source security provider.

1.10. Required Forms

Group - 4 Questions - 4/4

1.10.1. Conflict of Interest

Group - 1 Questions - 1/1

1.10.1.1. No public official shall have interest in a contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code, Title 5, Subtitle C, Chapter 171, as amended.

As of January 1, 2006, all Respondents are responsible for complying with Local Government Code, Title 5, Subtitle C, Chapter 176. Additional information may be obtained from the County's website at the following link:

http://www.wilco.org/Departments/Purchasing/Confli.....

Each Respondent must disclose any existing or potential conflict of interest relative to the performance of the requirements of this RFP. **Examples of potential conflicts of interest may include an existing business or personal relationship between the Respondent, its principal, or any affiliate or subcontractor with the County or any other entity or person involved in any way with the project that is subject to this RFP**. Similarly, any personal or business relationship between the Respondent, the principals, or any affiliate or subcontractor with any employee, or official of the County or its suppliers must be disclosed. Any such relationship that might be perceived or represented as a conflict must be disclosed. Failure to disclose any such relationship or reveal personal relationships with the County employees or officials may be cause for termination.

The County will decide if an actual or perceived conflict should result in Proposal disqualification.

By submitting a Proposal in response to this RFP, all Respondents affirm they have not given, nor intend to give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a the County public servant or any employee, official or representative of same, in connection with this procurement.

Please download the Conflict of Interest Statement, fill it out, and upload (if submitting in hard-copy format, this form must be included with your response).

Document upload KO

Willo Products Company:

Conflict of Intrest(109485).pdf

1.10.2. Proposal Affidavit

Group - 3 Questions - 3/3

1.10.2. **CERTIFICATION**

1. The undersigned certifies that the RFP and the Respondent's Proposal have been carefully reviewed and are submitted as correct and final. Respondent further certifies and agrees to furnish any and/or all goods and/or services upon which prices are extended at the price Proposal, and upon the conditions contained in the RFP.

Yes/No response KO

- **Yes**
- **No**
  KO

Willo Products Company:

- Yes

1.10.2. **NON-COLLUSION**

2. I hereby certify that the foregoing Proposal has not been prepared in collusion with any other Respondent or other person or persons engaged in the same line of business prior to the official opening of this Proposal. Further, I certify that the Respondent is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities Proposal on, or to influence any person or persons to submit a Proposal or not to submit a Proposal thereon.

Yes/No response KO

- **Yes**
- **No**
  KO

Willo Products Company:

- Yes

1.10.2. **COOPERATIVE PURCHASING PROGRAM**

3. Please select Yes or No. By selecting **Yes** the Respondent is agreeing to offer the quoted prices to all authorized entities during the term of the County's contract. By selecting **No** the Respondent is stating they will not offer the quoted prices to all authorized entities. A non-affirmative Proposal will in no way have a negative impact on the County's evaluation of the Proposal.

Yes/No response

- **Yes**
- **No**

Willo Products Company:

- No

Attachment B – Compensation and Fee Schedule

This attachment shall be completed and returned with the Contractor response. Failure to return this completed attachment will result in the disqualification of the response.

Contractor shall submit a Compensation and Fee Schedule with a full list of all personnel titles and the hourly billing rate for each discipline which shall be incorporated into its contract. Also include per unit cost for the products listed.

Rates shall remain firm throughout the term of this contract purchase agreement.

This is for additional work outside the PM and scheduled work, and Emergency services.

Scheduled Preventive Maintenance			
Product	**Per Unit Cost**	**Quantity**	**Total Cost**
Southern Folger Bean Holes	150.00	102	15300.00
Southern Folger Swing Doors	229.90	220	50578.00
Southern Folger Slider Doors	259.90	24	6237.60
Southern Steel Concealed Position Switch	149.90	341	51115.90
Willow Swing	229.90	121	27817.90
Willow Sliders	259.90	165	42883.50
Total Cost			$ 193,932.90 -

ADDITIONAL SERVICES – Labor and Material for Remedial Repairs*

Contractor will be requested to submit a fee proposal detailing the total fee for providing the Services for the specific project expressed as a "not to exceed" amount, the number of hours (by specialty in accordance with the approved fee schedule), and the total anticipated amount for reimbursable expenses. Contractor shall be responsible for all expenses associated with the work identified in the purchase order. (Labor, equipment, materials, travel, etc.). Final work order proposal, including all expenses for each individual work orders will be negotiated and approved at time of award of each work order and shall become a "fixed price" work order.

1. **Labor – Remedial Repairs:**

Hourly Labor Rate for contracted services – The following prices are for services that are not included in the Preventative Maintenance scope of service services, quoted above, are combined fees that should not be double billed.

Labor Rate for Service:	Hourly Rate
Business Hours – Remediate Repairs	$135.00
Non-Business Hours – Outside of normal working hours, including weekends, and approved Wilco Holidays	$155.25
Emergency Response – Remediate Repairs during Normal Business Hours	$178.55
Emergency Response – Remediate Repairs Outside of normal working hours, including Wilco Holidays	$214.25

2. **Materials – Remedial Repairs:**

Materials not covered under preventative maintenance services:

- Contractor shall invoice at MSRP/List* price **less** _10_____ percent.

Materials purchased at local retail suppliers by Contractor field staff:

- Contractor shall invoice at cost (sales receipt/invoiced price).

*****MSRP/List – Williamson County reserves the right to request from Contractor any published or printed catalog that reflects MSRP/List price for verification purposes.

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T3711 RFP Wilco Jail Lock Repairs, Preventative Maintenance and Installation Services				
Evaluation Criteria and Description	**Max**		**Cornerstone Detention Products Inc**	**Willo Products Company**
Contractors Company Profile (Attachment C)	**P/F**		Pass	Pass
Litigation History	**P/F**		Pass	Pass
Compensation and Fee Schedule(Attachment B) 30 maximum points for pricing X (Lowest Respondent's price proposal amount/ Respondent No.X price proposal amount)	**30**		30	11
Value Added Services	**25**		15	22
Contractors Qualificatios with Past Projects (Attachment D)	**20**		13	20
References	**10**		10	10
Products, Services and Solutions Offered	**10**		5	10
Responsiveness	**5**		2	5
Total	**100**		**76**	**78**

	PRICE COMPARISON JAIL LOCKS T3711					
	Preventative Mainteance - Per Unit Cost		Preventative Mainteance - Total Cost		Site Visit	
	Willo	Cornerstone	Willo	Cornerstone	Willo	Cornerstone
Southern Folger Bean Holes	$ 179.80	$ 79.00	$ 18,339.60	$ 8,058.00	Yes	No
Southern Folger Swing Door	$ 229.90	$ 65.00	$ 50,578.00	$ 14,300.00		
Southern Folger Slider Doors	$ 259.90	$ 264.00	$ 6,237.60	$ 6,336.00		
Position Switch	$ 149.90	$ 7.00	$ 51,115.90	$ 2,387.00		
Willow Swing	$ 229.90	$ 75.00	$ 27,817.90	$ 9,075.00		
Willow Sliders	$ 259.90	$ 199.00	$ 42,883.50	$ 32,835.00		
Total Cost			$ 196,972.50	$ 72,991.00		

Price off MSRP		10%	10%
Normal Business Hours		$ 135.00	$ 195.00
Non-Business Hours		$ 155.25	$ 290.00
Emergency - Business Hours		$ 178.55	$ 250.00
Emergency - Non-Business Hours		$ 214.25	$ 345.00

	WILLO PRODUCTS COMPANY-BAFO				
	Preventative Mainteance - Per Unit Cost		Preventative Mainteance - Total Cost		Cost Savings
	Willo - Original Submit	Willo - BAFO	Willo - Original Submit	Willo - BAFO	
Southern Folger Bean Holes	$ 179.80	$ 150.00	$ 18,339.60	$ 15,300.00	$ 3,039.60
Southern Folger Swing Door	$ 229.90	$ 229.90	$ 50,578.00	$ 50,578.00	$ -
Southern Folger Slider Doors	$ 259.90	$ 259.90	$ 6,237.60	$ 6,237.60	$ -
Position Switch	$ 149.90	$ 149.90	$ 51,115.90	$ 51,115.90	$ -
Willow Swing	$ 229.90	$ 229.90	$ 27,817.90	$ 27,817.90	$ -
Willow Sliders	$ 259.90	$ 259.90	$ 42,883.50	$ 42,883.50	$ -
Total Cost			$ 196,972.50	$ 193,932.90	$ 3,039.60

Commissioners Court - Regular Session **44.**

Meeting Date: 05/18/2021

Wilco Expo Roof Repair due to Winter Storm Damage

Submitted For: Joy Simonton **Submitted By:** Kim Chappius, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on ratification of agreement between Williamson County and Austin Montgomery d/b/a The Roof Co. to provide roof repair services at the Williamson County Expo in the not-to-exceed amount of $454,306.76 per the TIPS Co-Op Contract #210205.

Background

This service will provide the roof restoration and remodel of the Williamson County Expo Center located at 5350 Bill Pickett Trail, Taylor, Texas. Scope will include removing existing roof material and replace as per plans and specifications provided by the assessment report and conceptual repair recommendations. Estimated contract amount is $454,306.76. Department point of contact will be Dale Butler. Funding source 01.0100.0409.004987 (Winter Storm Funds) for FY21. This agreement was signed by Judge Gravell prior to court approval due to this being time critical.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Executed agreement and SOW

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	05/13/2021 10:14 AM
County Judge Exec Asst.	Andrea Schiele	05/13/2021 10:33 AM
Form Started By: Kim Chappius		Started On: 05/10/2021 10:23 AM
Final Approval Date: 05/13/2021		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

SERVICES CONTRACT
FOR
WILLIAMSON COUNTY EXPOSITION CENTER ROOF REPAIRS
(Prefabricated Metal Building and Related Items)
(TIPS #210205)
(The Roof Co. Waco LLC)

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasicontractual terms are subject to the extent authorized by Texas law, including but not limited to Tex. Const. art. XI, § 7, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

THIS SERVICES CONTRACT (hereinafter "Contract") is made and entered into by and between Williamson County, Texas ("County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **The Roof Co. Waco LLC**, with mailing address at 141 Woods Ln., Bruceville, TX 76630 (phone 254-722-0833) (hereinafter "Contractor"). The County agrees to engage Contractor as an independent contractor, to assist in providing certain services pursuant to the following terms, conditions, and restrictions:

I.

Services: Contractor shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Contractor expressly acknowledges that he, she or it is not an employee of the County. The "Services" include, but are not limited to the following items in order to complete the Williamson County Exposition Center Roof Repairs Project (the "Project"):

A. As described in the attached Statement of Services/Proposal, dated April 27, 2021, being marked as Exhibit "A," which is incorporated herein as if copied in full.

Should the County choose to add services in addition to those described in Exhibit "A", such

additional services shall be described in a separate written amendment to this Contract wherein the additional services shall be described and the parties shall set forth the amount of compensation to be paid by the County for the additional services. Contractor shall not begin any additional services and the County shall not be obligated to pay for any additional services unless a written amendment to this Contract has been signed by both parties.

II.

A. Contract Time: Contractor shall achieve Substantial Completion of the Services **on or before July 5, 2021**; however, the Substantial Completion Date may be extended as set out herein by approved Change Orders. Unless otherwise specified in writing, Contractor shall achieve Final Completion within **thirty (30) calendar days** of Substantial Completion. The time set forth for completion of the work is an essential element of the Contract.

Substantial Completion is the stage in the progress of the Project when the Services or designated portion thereof is sufficiently complete so that the County can occupy or utilize the Project for its intended use; provided, however, that as a condition precedent to Substantial Completion, the County has received all certificates of occupancy and any other permits, approvals, licenses, and other documents from any governmental authority having jurisdiction thereof necessary for the beneficial occupancy of the Project. When the Contractor considers that the Services, or a portion thereof which the County agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the County a comprehensive list of items to be completed or corrected prior to final payment (punch list). Failure to include an item on the punch list does not alter the responsibility of the Contractor to complete all Services in accordance with the Contract Documents. Upon receipt of the Contractor's punch list, the County will examine the Services to determine whether the Services or designated portion thereof is substantially complete. If the County's examination discloses any item, whether or not included on the Contractor's punch list, that is not sufficiently complete, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the County. In such case, the Contractor shall then submit a request for another examination by the County to determine Substantial Completion. When the Services or designated portion thereof is substantially complete, the County will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Unless otherwise provided, Contractor shall complete all items on the punch list within **thirty (30) calendar days** of Substantial Completion. The Certificate of Substantial Completion shall be submitted to the County and Contractor for their written acceptance of responsibilities assigned to them in such Certificate.

B. Liquidated Damages: For each consecutive calendar day after the date of Substantial Completion that the Project is not substantially completed, the County may deduct the amount of:

Seven Hundred Fifty Dollars per calendar day ($750/calendar day)

from any money due or that becomes due the Contractor, not as a penalty but as liquidated damages representing the parties' estimate at the time of contract execution of the damages that the County will sustain for late completion. The parties stipulate and agree that calculating County's actual damages for late completion of the Project would be impractical, unduly burdensome, and cause

unnecessary delay and that the amount of daily liquidated damages set forth is reasonable.

C. Modification of Contract Time: A delay defined herein as excusable prevents the Contractor from completing the Services within the Contract Time, the Contractor shall be entitled to an extension of time. The Contract Time shall be extended by the number of calendar days lost by reason of excusable delay, as measured by the Contractor's progress schedule (or current update). All extensions of time shall be given in calendar days. In no event, however, will an extension of time be granted for delays that merely extend the duration of non-critical activities, or which consume only float without delaying the project completion date.

1. Time Extensions for Weather Days. A "Weather Day" is a day on which the Contractor's current schedule indicates Services is to be done, on which inclement weather and related Site conditions prevented the Contractor from performing seven continuous hours of Services between the hours of 7:00 AM and 6:00 PM. Weather days are excusable non-compensable delays. When weather conditions at the site prevent work from proceeding, the Contractor shall immediately notify the County's project manager so conditions can be confirmed by the County. At the end of each week, the Contractor shall submit to the County's project manager a list of Weather Days occurring in that week. The County shall meet with the Contractor to discuss and resolve any disagreements concerning the number of Weather Days that have directly impacted the Contract Time. Upon County and Contractor agreement, any time extension granted will be issued by Change Order. The Contractor's sole relief for delay for Weather Days will be a time extension.

2. Non-Weather Excusable Non-compensable Delay. The Contractor shall be entitled only to an extension of time for unforeseeable delays not within the control of or not arising from the fault of either the Contractor or the County caused by the following:

    a. Unusual delay in the delivery of materials, components or equipment to be incorporated into the work;
    b. Strikes and labor disputes (but not the availability of adequately skilled labor, unless such impact is caused solely by the conduct of the County);
    c. Physical damage to the work caused by circumstances beyond the control of the Contractor;
    d. War, civil unrest or insurrection;
    e. Other unforeseeable causes beyond the control of either the Contractor or the County.

3. Excusable Compensable Delay. The Contractor shall be entitled to an equitable adjustment of cost as well as a time extension, issued via change order, for delays caused by the following:

    a. Failure of the County to provide information required by the Contractor to proceed with the Services in a timely manner;
    b. Detrimental or obstructive actions of separate contractors employed by the County;
    c. Failure of the County to provide access to the Project site of the Services;
    d. Failure of the County to provide materials which are to be furnished by the County consistent with the Contractor's progress schedule;
    e. Errors, omissions and imperfections in design which County's architect/engineer corrects by means of changes in the drawings and specifications; or

f. Changes in the work ordered by the County or the architect/engineer.

III.

Consideration and Compensation: Contractor will be compensated based on a fixed sum for the specific Project herein. The amount of compensation paid to Contractor shall be capped and paid at **$454,306.76, unless amended by a change order and approved by the Williamson County Commissioners Court,** upon Final Completion. Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date the County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by the County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of the County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

IV.

Insurance: Contractor shall provide and maintain, until the services covered in this Contract is completed and accepted by the County, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to the County and name the County as an additional insured.

Type of Coverage	**Limits of Liability**
a. Workers Compensation	Statutory
b. Employer's Liability	
Bodily Injury by Accident	$500,000 Ea. Accident
Bodily Injury by Disease	$500,000 Ea. Employee
Bodily Injury by Disease	$500,000 Policy Limit

c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability (*including premises, completed operations and contractual*)	$1,000,000	$1,000,000
Aggregate policy limits:		$2,000,000

d. Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):

COVERAGE	PER PERSON	PER OCCURRENCE
Bodily injury (including death)	$1,000,000	$1,000,000
Property damage	$1,000,000	$1,000,000
Aggregate policy limits		No aggregate limit

Contractor, as an independent contractor, meets the qualifications of an "Independent Contractor" under Texas Workers Compensation Act, Texas Labor Code, Section 406.141, and must provide its employees, agents and sub-subcontractors worker's compensation coverage. Contactor shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by the County.

Upon execution of this Contract, Contractor shall provide the County with insurance certificates evidencing compliance with the insurance requirements of this Contract.

V.

Entire Contract & Incorporated Documents; Conflicting Terms: This Contract constitutes the entire Contract between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated (as if copied in full) into this Contract include the following:

A. Williamson County Vendor Reimbursement Policy, which is labeled Exhibit "A" and incorporated herein as if copied in full;
B. Statement of Work/Proposal, dated April 27, 2021, which is labeled Exhibit "B" and incorporated herein as if copied in full;
C. TIPS Contact #210205; and
D. Any required insurance certificates evidencing required coverages.

The County reserves the right and sole discretion to determine the controlling provisions where there is any conflict between the terms of this Contract and the terms of any other purchase order(s), contract(s) or any document attached hereto as exhibits relating to the services and goods subject of this Contract.

VI.

No Agency Relationship & Indemnification: It is understood and agreed that Contractor shall not in any sense be considered a partner or joint venturer with the County, nor shall Contractor hold himself out as an agent or official representative of the County unless expressly authorized to do so by a majority of the Williamson County Commissioners Court. Contractor shall be considered an independent contractor for the purpose of this Contract and shall in no manner incur any expense or liability on behalf of the County other than what may be expressly allowed under this Contract. The County will not be liable for any loss, cost, expense or damage,

whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Contractor or failure to act relating to the services being provided.

VII.

INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, THE CONTRACTOR SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE CONTRACTOR, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE PROJECT SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE SERVICES. CONTRACTOR HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE SERVICES DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF CONTRACTOR OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

VIII.

No Waiver of Sovereign Immunity or Powers: Nothing in this Contract will be deemed to constitute a waiver of sovereign immunity or powers of the County, the Williamson County Commissioners Court, or the Williamson County Judge.

IX.

Compliance With All Laws: Contractor agrees and will comply with any and all local, state or federal requirements with respect to the services rendered.

X.

Termination: This Contract may be terminated at any time at the option of either party, without future or prospective liability for performance, upon giving thirty (30) days written notice thereof.

XI.

Venue and Applicable Law: Venue of this Contract shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

XII.

Effective Date and Term: This Contract shall be in full force and effect as of the date of the last party's execution below and shall continue until Project completion or when terminated pursuant to this Contract.

XIII.

Severability: In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision in this Contract and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

XIV.

Right to Audit: Contractor agrees that the County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Contractor which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Contractor agrees that the County shall have access during normal working hours to all necessary Contractor facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. The County shall give Contractor reasonable advance notice of intended audits.

XV.

Confidentiality: Contractor expressly agrees that he or she will not use any incidental confidential information that may be obtained while working in a governmental setting for his or her own benefit and agrees that he or she will not enter any unauthorized areas or access confidential information and he or she will not disclose any information to unauthorized third parties and will take care to guard the security of the information at all times.

XVI.

Good Faith Clause: Contractor agrees to act in good faith in the performance of this Contract.

XVII.

No Assignment: Contractor may not assign this Contract.

XVIII.

County Judge or Presiding Officer Authorized to Sign Contract: The presiding officer of the County's governing body who is authorized to execute this instrument by order duly recorded may execute this Contract on behalf of the County.

WITNESS that this Contract shall be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY:

Judge Bill Gravell Jr.
Judge Bill Gravell Jr. (May 12, 2021 15:15 CDT)
Authorized Signature

Judge Bill Gravell Jr.
Printed Name

Date: May 12, 2021 ___, 20___

SERVICE PROVIDER:

The Roof Co. Waco LLC

Erin Montgomery
Authorized Signature

Erin Montgomery
Printed Name

Date: March 6, 2021

Exhibit "A"

Williamson County
Vendor Reimbursement Policy

The purpose of this Williamson County Vendor Reimbursement Policy ("Policy") is to provide clear guidelines to vendors on Williamson County's expectations and requirements regarding allowable reimbursable expenditures and required backup. The Policy will also minimize conflicts related to invoice payments and define non-reimbursable items. This Policy is considered a guideline and is not a contract.

This Policy may be altered, deleted or amended, at any time and without prior notice to vendors, by action of the Williamson County Commissioners Court. Unenforceable provisions of this Policy, as imposed by applicable law, regulations, or judicial decisions, shall be deemed to be deleted. Any revisions to this Policy will be distributed to all current vendors doing business with the County.

1. Invoices and Affidavits

1.1 Invoices must adequately describe the goods or services provided to County and include all required backup (i.e., reimbursable expenses, mileage log, timesheets, receipts detailing expenses incurred etc.) that is in a form acceptable to the Williamson County Auditor. Invoices that do not adequately describe the goods or services provided to County or contain backup that is satisfactory to the Williamson County Auditor will be returned to vendor for revisions and the provision above relating to invoice errors resolved in favor of the County shall control as to the required actions of vendor and when such invoice must be paid by the County.

1.2 In the event an invoice includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to the County or whether they are the basis of invoices from subcontractors for which the vendor seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of the vendor certifying that the work was performed, it was authorized by the County and that all information contained in the invoice that is being submitted is true and correct.

1.3 Upon County's request, vendor must submit all bills paid affidavits wherein vendor must swear and affirm that vendor has paid each of its subcontractors, laborers, suppliers and material in full for all labor and materials provided to vendor for or in connection with services and work performed for County and, further, vendor must swear and affirm that vendor is not aware of any unpaid bills, claims, demands, or causes of action by any of its subcontractors, laborers, suppliers, or material for or in connection with the furnishing of labor or materials, or both, for services and work performed for County.

2. Travel Reimbursement

2.1 The County will only cover costs associated with travel on vendors outside a 50-mile radius from Williamson County, Texas.

2.2 The County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel costs must be split in proportion to the amount of work actually performed for County and the other client. The

only allowable travel expense will be for the specific days worked for Williamson County.

2.3 No advance payments will be made to vendor for travel expenditures. The travel expenditure may only be reimbursed after the expenditure/trip has already occurred and vendor has provided the Williamson County Auditor with all necessary and required backup.

2.4 Vendors must submit all travel reimbursement requests on each employee in full. Specifically, a travel reimbursement request must include all related travel reimbursement expenses relating to a particular trip for which vendor seeks reimbursement. Partial travel reimbursement requests will not be accepted (i.e., vendor should not submit hotel and mileage one month then the next month submit rental car and airfare). If the travel reimbursement appears incomplete, the invoice will be sent back to the vendor to be submitted when all information is ready to submit in full.

2.5 Reimbursement for transportation costs will be at the most reasonable means of transportation (i.e.: airline costs will be reimbursed for coach rate; rental car costs will only be reimbursed if rental car travel was most reasonable means of travel as compared to travel by air).

2.6 The County will not be responsible for, nor will the County reimburse additional charges due to personal preference or personal convenience of individual traveling.

2.7 The County will not reimburse airfare costs if airfare costs were higher than costs of mileage reimbursement.

2.8 Additional expenses associated with travel that is extended to save costs (i.e., Saturday night stay) may be reimbursed if costs of airfare would be less than the cost of additional expenses (lodging, meals, car rental, mileage) if the trip had not been extended. Documentation satisfactory to the Williamson County Auditor will be required to justify expenditure.

2.9 County will only reimburse travel expense to necessary personnel of the vendor (i.e., no spouse, friends or family members).

2.10 Except as otherwise set forth herein, a vendor must provide a paid receipt for all expenses. If a receipt cannot be obtained, a written sworn statement of the expense from the vendor may be substituted for the receipt.

2.11 Sales tax for meals and hotel stays are the only sales taxes that will be reimbursed. Sales tax on goods purchased will not be reimbursed. A sales tax exemption form is available from the Williamson County Auditor's Office upon request.

2.12 The County will not pay for any late charges on reimbursable items. It is the responsibility of the vendor to pay the invoice first and seek reimbursement from the County.

3. Meals

3.1 Meal reimbursements are limited to a maximum of $50.00 per day on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of $20.00 per day. The travel must be outside the Williamson County, Texas line by a 50-mile radius.

3.2 Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to 3.2). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.

3.3 Meals are reimbursable only for vendors who do not have the necessary personnel located within a 50-mile radius of Williamson County, Texas that are capable of carrying the

vendor's obligations to County. Meals will not be reimbursed to vendors who are located within a 50-mile radius of Williamson County, Texas.

3.4 County will not reimburse for alcoholic beverages.

3.5 Tips are reimbursable but must be reasonable to limitation of meal allowance

3.6 No meals purchased for entertainment purposes will be allowed.

3.7 Meal reimbursement must be substantiated with a hotel receipt.

4. Lodging

4.1 Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt should include name of the motel/hotel, number of occupant(s), goods or services for each individual charge (room rental, food, tax, etc.) and the name of the occupant(s). Credit card receipts or any other form of receipt are not acceptable.

4.2 Vendors will be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available, the vendor must provide documentation to prove that a single room was not available in order to justify the expense over and above the single room rate. A vendor may also be required to provide additional documentation if a particular room rate appears to be excessive.

4.3 Personal telephone charges, whether local or long distance, will not be reimbursed.

5. Airfare

5.1 The County will only reimburse up to a coach price fare for air travel.

5.2 The County will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e., early bird check in, seat preference charges, airline upgrades, etc. will not be an allowable reimbursement)

5.3 Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.

5.4 Cancellation and/or change flight fees may be reimbursed by the County but vendor must provide the Williamson County Auditor with documentation in writing from a County department head providing authorization for the change.

5.5 The County will not reimburse vendor for tickets purchased with frequent flyer miles.

6. Car Rental

6.1 Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.

6.2 Cars rented must be economy or mid-size. Luxury vehicle rentals will not be reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.

6.3 Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.

6.4 Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.

6.5 Rental agreement and credit card receipt must be provided to County as back up for the request for reimbursement.

6.6 Insurance purchased when renting vehicle may also be reimbursed.

6.7 Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

7. Personal Car Usage

7.1 Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.

7.2 Per code of Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d), all expense reimbursement requests must include the following:

7.2.1.1 Date

7.2.1.2 Destination

7.2.1.3 Purpose

7.2.1.4 Name of traveler(s)

7.2.1.5 Correspondence that verifies business purpose of the expense

7.3 The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.

7.4 Mileage will be reimbursed on the basis of the most commonly used route.

7.5 Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.

7.6 Reimbursement for mileage shall be prohibited between place of residence and usual place of work.

7.7 Mileage should be calculated from employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of Williamson County, Texas by at least a 50-mile radius.

7.8 When more than one person travels in same vehicle, only one person may claim mileage reimbursement.

7.9 Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).

7.10 Parking fees, if reasonable are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.

7.11 Operating and maintenance expenses as well as other personal expenses, such as parking tickets, traffic violations, and car repairs and collision damage are not reimbursable.

8. Other Expenses

8.1 Taxi fare, bus tickets, conference registrations, parking, etc. must have a proper original receipt.

9. Repayment of Nonreimbursable Expense.

Vendors must, upon demand, immediately repay County for all inappropriately reimbursed expenses whenever an audit or subsequent review of any expense reimbursement documentation finds that such expense was reimbursed contrary to these guidelines and this Policy. Williamson County reserves the

right to retain any amounts that are due or that become due to a vendor in order to collect any inappropriately reimbursed expenses that a vendor was paid.

10. Non-Reimbursable Expenses

In addition to the non-reimbursable items set forth above in this Policy, the following is a non-exhaustive list of expenses that will not be reimbursed by Williamson County:

10.1 Alcoholic beverages/tobacco products
10.2 Personal phone calls
10.3 Laundry service
10.4 Valet service (excludes hotel valet)
10.5 Movie rentals
10.6 Damage to personal items
10.7 Flowers/plants
10.8 Greeting cards
10.9 Fines and/or penalties
10.10 Entertainment, personal clothing, personal sundries and services
10.11 Transportation/mileage to places of entertainment or similar personal activities
10.12 Upgrades to airfare, hotel and/or car rental
10.13 Airport parking above the most affordable rate available
10.14 Excessive weight baggage fees or cost associated with more than two airline bags
10.15 Auto repairs
10.16 Babysitter fees, kennel costs, pet or house-sitting fees
10.17 Saunas, massages or exercise facilities
10.18 Credit card delinquency fees or service fees
10.19 Doctor bills, prescription and other medical services
10.20 Hand tools
10.21 Safety Equipment (hard hats, safety vests, etc.)
10.22 Office Supplies
10.23 Lifetime memberships to any association
10.24 Donations to other entities
10.25 Any items that could be construed as campaigning
10.26 Community outreach items exceeding $2 per item
10.27 Technology Fees
10.28 Sales tax on goods purchased
10.29 Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

Exhibit "B"
Statement of Work/Proposal

EXPO Roof Repair

Final Audit Report 2021-05-12

Created:	2021-05-12
By:	Andrea Schiele (aschiele@wilco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAseG62YNIjv977GEFeFXfAdzb8h-Rc4Af

"EXPO Roof Repair" History

Document created by Andrea Schiele (aschiele@wilco.org)
2021-05-12 - 4:26:10 PM GMT- IP address: 74.192.143.86

Document emailed to Judge Bill Gravell Jr. (bgravell@wilco.org) for signature
2021-05-12 - 4:28:29 PM GMT

Email viewed by Judge Bill Gravell Jr. (bgravell@wilco.org)
2021-05-12 - 8:15:18 PM GMT- IP address: 104.47.64.254

Document e-signed by Judge Bill Gravell Jr. (bgravell@wilco.org)
Signature Date: 2021-05-12 - 8:15:43 PM GMT - Time Source: server- IP address: 47.220.179.5

Agreement completed.
2021-05-12 - 8:15:43 PM GMT

POWERED BY
Adobe Sign

Client:	Williamson County Expo - Repair		
Property:	5350 Bill Pickett Trail Taylor, TX 76574		
Operator:	AUSTIN		
Estimator:	Austin Montgomery	Cellular:	(254) 722-0833
Position:	Founder	E-mail:	Austin@theroofcowaco.com
Company:	The Roof Co. Waco		

Type of Estimate:	Collapse		
Date Entered:	4/5/2021	Date Assigned:	
Date Est. Completed:	4/29/2021	Date Job Completed:	

Price List:	TXAU8X_APR21
Labor Efficiency:	Restoration/Service/Remodel
Estimate:	FULLREBUILD

TIPS JOC Contract Number RCSP 210205 Trades, Labor & Material

Projected Mobilization Date: Week of 5/10/2021
Projected Completion Of Enclosed Section: 5/28/2021
Overall Projected Completion: Week of 6/1/2021

*This is all contingent on the availability and delivery times of materials. Due to the shortage of galvanized purlins we will have to use Primed purlins and cold galvanize the purlins.

Please be mindful we will push production as fast as possible, but we can not control weather delays, supplier delays etc. The Roof Co. Waco LLC will not be held financially responsible for these delays.

Quote does not include the following:
-Engineered plans/shop drawings
-Third party testings
-Submittal's
-Manufacturer warranties
-Taxes
-Bonds
-Any MEP replacements *only manipulation for repairs

FULLREBUILD

General Conditions

DESCRIPTION	QTY	UNIT PRICE	TOTAL
42. Commercial Supervision / Project Management - per hour	300.00 HR @	70.00 =	21,000.00
55. Onsite Competent Person - Safety	300.00 HR @	49.07 =	14,721.00
61. Travel/Per Diem - Fuel Charges - Lodging	1.00 EA @	13,155.60 =	13,155.60

Equipment

DESCRIPTION	QTY	UNIT PRICE	TOTAL
48. Dumpster load - Approx. 40 yards, 7-8 tons of debris	4.00 EA @	742.07 =	2,968.28
46. Boom lift - 50'-60' reach (per month)	2.00 MO @	3,130.00 =	6,260.00
2 lifts			
47. Scissor lift - 32' platform height (per month)	3.00 MO @	2,115.00 =	6,345.00

Protection

DESCRIPTION	QTY	UNIT PRICE	TOTAL
14. Floor protection	6,402.00 SF @	1.13 =	7,234.26
To protect interior floor during repair			
57. Containment & Floor Protection Removal	17,346.00 SF @	0.15 =	2,601.90
16. Containment Barrier	10,944.00 SF @	1.02 =	11,162.88
To protect interior finishes during repair			

MeP

DESCRIPTION	QTY	UNIT PRICE	TOTAL
18. Electrician - per hour	80.00 HR @	125.01 =	10,000.80
20. Electrician - General Laborer - per hour	80.00 HR @	34.25 =	2,740.00
23. Plumber - General Laborer - per hour	80.00 HR @	34.25 =	2,740.00
21. Plumber - per hour	80.00 HR @	137.02 =	10,961.60

Demo

DESCRIPTION	QTY	UNIT PRICE	TOTAL

CONTINUED - Demo

DESCRIPTION	QTY		UNIT PRICE	TOTAL
1. Remove Metal roofing - Premium grade	8,518.00	SF @	1.42 =	12,095.56
Demo section (column line N to P) of existing roof to expose structural framing				
24. Remove Gutter / downspout - box - aluminum - 7" to 8"	254.00	LF @	2.42 =	614.68
26. Remove Ridge cap - metal roofing	80.00	LF @	3.49 =	279.20
30. Remove Closure strips for metal roofing - inside and/or outside	160.00	LF @	1.70 =	272.00
11. Skylight - double dome - Detach & reset	8.00	EA @	304.98 =	2,439.84
9. Remove Prefabricated metal building - per SF	8,518.00	SF @	1.49 =	12,691.82
6. Remove Additional charge for high roof (2 stories or greater)	85.18	SQ @	4.47 =	380.75
8. Remove Batt insulation - 10" - R30 - unfaced batt	8,518.00	SF @	0.31 =	2,640.58
4. Remove Batt insulation - 10" - R30 - paper / foil faced	8,518.00	SF @	0.31 =	2,640.58

Build Back

DESCRIPTION	QTY		UNIT PRICE	TOTAL
31. Metal roofing - Premium grade	8,518.00	SF @	10.23 =	87,139.14
Demo section (column line N to P) of existing roof to expose structural framing				
32. Gutter / downspout - box - aluminum - 7" to 8"	254.00	LF @	19.88 =	5,049.52
33. Ridge cap - metal roofing	80.00	LF @	5.92 =	473.60
34. Steel bird stop eave closure strip - standing seam roof	160.00	LF @	7.41 =	1,185.60
36. Install Skylight - double dome - Detach	8.00	EA @	104.98 =	839.84
58. Prefabricated metal building - per SF	8,518.00	SF @	10.57 =	90,035.26
60. Additional charge for high roof (2 stories or greater)	85.18	SQ @	21.33 =	1,816.89
39. Batt insulation - 10" - R30 - unfaced batt	8,518.00	SF @	1.19 =	10,136.42
41. Paint the surface area - one coat - to paint batt insulation black	4,207.00	SF @	0.62 =	2,608.34
40. Batt insulation - 10" - R30 - paper / foil faced	8,518.00	SF @	1.39 =	11,840.02
53. Soffit - metal	1,624.00	SF @	6.11 =	9,922.64
51. Miscellaneous metal framing/accessories for soffit & fascia	1,624.00	SF @	7.14 =	11,595.36

Summary

Line Item Total	378,588.96
Overhead	37,858.90
Profit	37,858.90
Replacement Cost Value	**$454,306.76**
Net Claim	**$454,306.76**

Austin Montgomery
Founder

Commissioners Court - Regular Session **45.**

Meeting Date: 05/18/2021

DOI Projects and Issues

Submitted For: Robert Daigh **Submitted By:** Vicky Edwards, Infrastructure

Department: Infrastructure

Agenda Category: Regular Agenda Items

Information

Agenda Item

Receive updates on the Department of Infrastructure projects and issues.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	04/21/2021 08:29 PM
Form Started By: Vicky Edwards		Started On: 04/21/2021 02:55 PM
Final Approval Date: 04/21/2021		

Commissioners Court - Regular Session **46.**

Meeting Date: 05/18/2021

1812-282 Seward Junction - Change Order No. 9

Submitted By: Marie Walters, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action regarding Change Order No. 9 in the amount of $-11,573.93 for Seward Junction (Jordan Foster Construction, LLC), a Road Bond project in Commissioner Pct. 2 (P271 and P274).

Background

This Change Order adds new pavement marking items to the contract and extends pavement marking items that were included in the Southeast roadway section to the Southwest, US 183 Crossover and CR 260 roadway sections. This Change Order also provides the final balancing for the overruns/underruns of Contract quantities for pavement marking items on the project, as a result of addressing field conditions not accounted for in the original plans.

There are three (3) roadway sections on the project, Southwest, US 183 Crossover, and Southeast. The project also included a base bid for a hot mix asphalt pavement section and an alternative bid that was for a concrete pavement section. Each roadway section included a specific set of pay items per section and for each bid option. The County selected the alternate bid for the concrete pavement section to be constructed on both the Southwest and Southeast roadway sections. The construction of concrete pavement introduced new situations for pavement markings that were not included in the original plans or the alternate bid option.

Three (3) new bid items were added to the contract and used on the Southwest roadway section. The bid price for the new items matches the price submitted by the Contractor for the comparable white markings, which is consistent with other pavement marking prices already in the Contract. This Change Order also adds pavement markings items to the Southwest and Crossover roadway sections that were previously only included in the Southeast roadway section of the project. The Contractor agreed to extend bid item pricing from one section to the others.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

1812-282 Seward Junction CO9

Form Review

Inbox	Reviewed By	Date

County Judge Exec Asst.	Andrea Schiele	05/12/2021 03:55 PM
Form Started By: Marie Walters		Started On: 05/12/2021 09:08 AM
Final Approval Date: 05/12/2021		

WILLIAMSON COUNTY, TEXAS
CHANGE ORDER NUMBER: 9

1. CONTRACTOR: **Jordan Foster Construction, LLC**

2. Change Order Work Limits: Sta. **12+99** to Sta. **381+00**

3. Type of Change(on federal-aid non-exempt projects): **Minor** (Major/Minor)

4. Reasons: **1A, 2E** (3 Max. - In order of importance - Primary first)

Project:	***1812-282***
Roadway:	***Seward Junction***
CSJ Number:	

5. Describe the work being revised:

1A: Design Error or Omission. Incorrect PS&E. This Change Order adds new pavement marking items to the contract and extends pavement marking items that were included in the Southeast roadway section to the Southwest, US 183 Crossover and CR 260 roadway sections. **2E: Differing Site Conditions. Miscellaneous difference in site conditions (unforseeable).** This Change Order also provides the final balancing for the overruns/underruns of Contract quantities for pavement marking items on the project, as a result of addressing field conditions not accounted for in the original plans.

6. Work to be performed in accordance with Items: **See Attached**

7. New or revised plan sheet(s) are attached and numbered: **N/A**

8. New Special Provisions/Specifications to the contract are attached: ☐ Yes ☑ No

9. New Special Provisions to Item N/A No. N/A, Special Specification Item N/A are attached.

Each signatory hereby warrants that each has the authority to execute this Change Order (CO).

The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change

Jordan Foster Construction, LLC
THE CONTRACTOR Date 05-10-2021

By

Typed/Printed Name John Goodrich, P.E.

Typed/Printed Title Executive Vice President

The following information must be provided

Time Ext. #: 0 Days added on this CO: 0

Amount added by this change order: **($11,573.93)**

RECOMMENDED FOR EXECUTION:

5/10/21
Project Manager Date

N/A
Design Engineer Date

5/11/2021
Program Manager Date

Design Engineer's Seal:

County Commissioner Precinct 1 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 2 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 3 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 4 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Judge Date
☐ APPROVED

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: *9* ***Project #*** *1812-282*

TABLE A: Force Account Work and Materials Placed into Stock

	LABOR	HOURLY RATE			HOURLY RATE

TABLE B: Contract Items:

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
SEWARD JUNCTION SOUTHWEST (P No. 274)									
666-6006	REFL PAV MRK TYI (W) 4" (DOT)(100MIL)	LF	$0.55	990.00	$544.50	(791.00)	199.00	$109.45	($435.05)
666-6036	REFL PAV MRK TYI (W) 8" (SLD)(100MIL)	LF	$1.12	895.00	$1,002.40	1,083.00	1,978.00	$2,215.36	$1,212.96
666-6078	REFL PAV MRK TYI (W) (WORD) (100MIL)	EA	$130.00	17.00	$2,210.00	(2.00)	15.00	$1,950.00	($260.00)
666-6141	REFL PAV MRK TY I (Y) 12" (SLD) (100MIL)	LF	$3.40	0.00	$0.00	40.00	40.00	$136.00	$136.00
666-6167	REFL PAV MRK TYII (W) 4" (BRK)	LF	$0.15	0.00	$0.00	700.00	700.00	$105.00	$105.00
666-6170	REFL PAV MRK TYII (W) 4" (SLD)	LF	$0.15	0.00	$0.00	9,136.00	9,136.00	$1,370.40	$1,370.40
666-6178	REFL PAV MRK TYII (W) 8" (SLD)	LF	$0.32	0.00	$0.00	1,978.00	1,978.00	$632.96	$632.96
666-6182	REFL PAV MRK TYII (W) 24" (SLD)	LF	$2.80	0.00	$0.00	250.00	250.00	$700.00	$700.00
666-6184	REFL PAV MRK TYII (W) (ARROW)	EA	$70.00	0.00	$0.00	9.00	9.00	$630.00	$630.00
666-6192	REFL PAV MRK TYII (W) (WORD)	EA	$100.00	0.00	$0.00	8.00	8.00	$800.00	$800.00
666-6205	REFL PAV MRK TYII (Y) 4" (BRK)	LF	$0.15	0.00	$0.00	2,670.00	2,670.00	$400.50	$400.50
666-6207	REFL PAV MRK TYII (Y) 4" (SLD)	LF	$0.15	0.00	$0.00	14,498.00	14,498.00	$2,174.70	$2,174.70
666-6212	REFL PAV MRK TYII (W) 12" (SLD)	LF	$3.40	0.00	$0.00	461.00	461.00	$1,567.40	$1,567.40
666-6300	RE PM W/RET REQ TYI (W) 4" (BRK) (100MIL)	LF	$0.39	1093.00	$426.27	(393.00)	700.00	$273.00	($153.27)
666-6303	RE PM W/RET REQ TYI (W) 4" (SLD) (100MIL)	LF	$0.39	4678.00	$1,824.42	4,458.00	9,136.00	$3,563.04	$1,738.62
666-6312	RE PM W/RET REQ TYI (Y) 4" (BRK) (100MIL)	LF	$0.39	10601.00	$4,134.39	(7,931.00)	2,670.00	$1,041.30	($3,093.09)
666-6315	RE PM W/RET REQ TYI (Y) 4" (SLD) (100MIL)	LF	$0.39	12818.00	$4,999.02	1,545.00	14,363.00	$5,601.57	$602.55
672-6007	REFL PAV MRK TY I-C	EA	$5.30	75.00	$397.50	13.00	88.00	$466.40	$68.90
672-6009	REFL PAV MRK TYII-A-A	EA	$5.30	87.00	$461.10	261.00	348.00	$1,844.40	$1,383.30
TOTALS					$15,999.60			$25,581.48	$9,581.88

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: *9* ***Project #*** *1812-282*

TABLE B: Contract Items (*Continued*)

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
672-6010	REFL PAV MRK TYII-C-R	EA	$5.30	0.00	$0.00	107.00	107.00	$567.10	$567.10
677-6001	ELIM EXT PAV MRK &MRKS (4")	LF	$0.76	0.00	$0.00	300.00	300.00	$228.00	$228.00
678-6001	PAV SUR PREP FOR MRK (4")	LF	$0.08	0.00	$0.00	30,648.00	30,648.00	$2,451.84	$2,451.84
678-6004	PAV SUR PREP FOR MRK (8")	LF	$0.16	0.00	$0.00	1,221.00	1,221.00	$195.36	$195.36
SEWARD JUNCTION SOUTHEAST (P No. 271)									
662-6004	WK ZN PAV MRK NON-REMOV (W) 4" (SLD)	LF	$0.50	9722.00	$4,861.00	(9,722.00)	0.00	$0.00	($4,861.00)
662-6012	WK ZN PAV MRK NON-REMOV (W) 8" (SLD)	LF	$1.00	302.00	$302.00	(302.00)	0.00	$0.00	($302.00)
662-6016	WK ZN PAV MRK NON-REMOV (W) 24" (SLD)	LF	$9.00	104.00	$936.00	(104.00)	0.00	$0.00	($936.00)
662-6034	WK ZN PAV MRK NON-REMOV (Y) 4" (SLD)	LF	$0.50	13810.00	$6,905.00	(13,810.00)	0.00	$0.00	($6,905.00)
662-6048	WK ZN PAV MRK REMOV (REFL) TY I-C	EA	$8.90	16.00	$142.40	(16.00)	0.00	$0.00	($142.40)
662-6050	WK ZN PAV MRK REMOV (REFL) TY II-A-A	EA	$8.90	177.00	$1,575.30	(177.00)	0.00	$0.00	($1,575.30)
662-6063	WK ZN PAV MRK REMOV (W) 4" (SLD)	LF	$0.69	9722.00	$6,708.18	(8,201.00)	1,521.00	$1,049.49	($5,658.69)
662-6071	WK ZN PAV MRK REMOV (W) 8" (SLD)	LF	$1.38	302.00	$416.76	(302.00)	0.00	$0.00	($416.76)
662-6075	WK ZN PAV MRK REMOV (W) 24" (SLD)	LF	$9.55	104.00	$993.20	(31.00)	73.00	$697.15	($296.05)
662-6095	WK ZN PAV MRK REMOV (Y) 4" (SLD)	LF	$0.69	13810.00	$9,528.90	(8,086.00)	5,724.00	$3,949.56	($5,579.34)
666-6030	REFL PAV MRK TY I (W) 8" (DOT) (100MIL)	LF	$1.12	75.00	$84.00	(3.00)	72.00	$80.64	($3.36)
666-6036	REFL PAV MRK TY I (W) 8" (SLD) (100MIL)	LF	$1.12	1011.00	$1,132.32	(123.00)	888.00	$994.56	($137.76)
666-6048	REFL PAV MRK TY I (W) 24" (SLD) (100MIL)	LF	$6.75	512.00	$3,456.00	(96.00)	416.00	$2,808.00	($648.00)
666-6054	REFL PAV MRK TY I (W) (ARROW) (100MIL)	EA	$98.00	5.00	$490.00	(1.00)	4.00	$392.00	($98.00)
666-6078	REFL PAV MRK TY I (W) (WORD) (100MIL)	EA	$130.00	5.00	$650.00	(1.00)	4.00	$520.00	($130.00)
666-6102	REFL PAV MRK TY I (W) (36" (YLD TRI) (100MIL)	EA	$37.00	7.00	$259.00	(2.00)	5.00	$185.00	($74.00)
666-6147	REFL PAV MRK TY I (Y) 24" (SLD) (100MIL)	LF	$6.75	54.00	$364.50	14.00	68.00	$459.00	$94.50
666-6167	REFL PAV MRK TY II (W) 4" (BRK)	LF	$0.15	156.00	$23.40	4.00	160.00	$24.00	$0.60
666-6170	REFL PAV MRK TY II (W) 4" (SLD)	LF	$0.15	6928.00	$1,039.20	208.00	7,136.00	$1,070.40	$31.20
666-6176	REFL PAV MRK TY II (W) 8" (DOT)	LF	$0.32	75.00	$24.00	(1.00)	74.00	$23.68	($0.32)
666-6178	REFL PAV MRK TY II (W) 8" (SLD)	LF	$0.32	1011.00	$323.52	(123.00)	888.00	$284.16	($39.36)
666-6182	REFL PAV MRK TY II (W) 24" (SLD)	LF	$2.80	512.00	$1,433.60	(96.00)	416.00	$1,164.80	($268.80)
666-6184	REFL PAV MRK TY II (W) (ARROW)	EA	$70.00	5.00	$350.00	(1.00)	4.00	$280.00	($70.00)
666-6192	REFL PAV MRK TY II (W) (WORD)	EA	$100.00	5.00	$500.00	(1.00)	4.00	$400.00	($100.00)
666-6199	REFL PAV MRK TY II (W) 36" (YLD TRI)	EA	$29.00	7.00	$203.00	(2.00)	5.00	$145.00	($58.00)
666-6207	REFL PAV MRK TY II (Y) 4" (SLD)	LF	$0.15	10518.00	$1,577.70	3,456.00	13,974.00	$2,096.10	$518.40
666-6214	REFL PAV MRK TY II (Y) 24" (SLD)	LF	$2.75	54.00	$148.50	14.00	68.00	$187.00	$38.50
The "Totals" from Table B of the previous work sheet:					$15,999.60			$25,581.48	$9,581.88
TOTALS					$60,427.08			$45,834.32	($14,592.76)

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: *9* ***Project #*** *1812-282*

TABLE B: Contract Items (*Continued*)

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
666-6300	RE PM W/RET REQ TY I (W) 4" (BRK) (100MIL)	LF	$0.39	156.00	$60.84	4.00	160.00	$62.40	$1.56
666-6303	RE PM W/RET REQ TY I (W) 4" (SLD) (100MIL)	LF	$0.39	6928.00	$2,701.92	208.00	7,136.00	$2,783.04	$81.12
666-6315	RE PM W/RET REQ TY I (Y) 4" (SLD) (100MIL)	LF	$0.39	10518.00	$4,102.02	1,456.00	11,974.00	$4,669.86	$567.84
672-6007	REFL PAV MRKR TY I-C	EA	$5.30	35.00	$185.50	(21.00)	14.00	$74.20	($111.30)
672-6009	REFL PAV MRKR TY II-A-A	EA	$5.30	153.00	$810.90	8.00	161.00	$853.30	$42.40
672-6010	REFL PAV MRKR TY II-C-R	EA	$5.30	6.00	$31.80	50.00	56.00	$296.80	$265.00
677-6001	ELIM EXT PAV MRK & MRKS (4")	LF	$0.76	2,179.00	$1,656.04	(1,159.00)	1,020.00	$775.20	($880.84)
677-6007	ELIM EXT PAV MRK & MRKS (24")	LF	$4.65	23.00	$106.95	(13.00)	10.00	$46.50	($60.45)
678-6001	PAV SURF PREP FOR MRK (4")	LF	$0.08	801.00	$64.08	13,958.00	14,759.00	$1,180.72	$1,116.64
678-6004	PAV SURF PREP FOR MRK (8")	LF	$0.16	205.00	$32.80	465.00	670.00	$107.20	$74.40
SEWARD JUNCTION CROSSOVER									
662-6060	WK ZN PAV MRK REMOVE (W) 4" (BRK)	LF	$4.50	117.00	$526.50	(117.00)	0.00	$0.00	($526.50)
666-6036	REFL PAV MRK TY I (W) 8" (SLD) (100MIL)	LF	$1.12	430.00	$481.60	1,197.00	1,627.00	$1,822.24	$1,340.64
666-6054	REFL PAV MRK TYI (W) (ARROW) (100MIL)	EA	$98.00	11.00	$1,078.00	(1.00)	10.00	$980.00	($98.00)
666-6078	REFL PAV MRK TY I (W) (WORD) (100MIL)	EA	$130.00	11.00	$1,430.00	(1.00)	10.00	$1,300.00	($130.00)
666-6167	REFL PAV MRK TY II (W) 4" (BRK)	LF	$0.15	0.00	$0.00	108.00	108.00	$16.20	$16.20
666-6170	REFL PAV MRK TY II (W) 4" (SLD)	LF	$0.15	0.00	$0.00	1,663.00	1,663.00	$249.45	$249.45
666-6178	REFL PAV MRK TY II (W) 8" (SLD)	LF	$0.32	0.00	$0.00	1,627.00	1,627.00	$520.64	$520.64
666-6207	REFL PAV MRK TY II (Y) 4" (SLD)	LF	$0.15	0.00	$0.00	2,277.00	2,277.00	$341.55	$341.55
666-6300	RE PM W/RET REQ TY I (W) 4" (BRK) (100MIL)	LF	$0.39	336.00	$131.04	12.00	348.00	$135.72	$4.68
666-6303	RE PM W/RET REQ TY I (W) 4" (SLD) (100MIL)	LF	$0.39	2910.00	$1,134.90	(1,247.00)	1,663.00	$648.57	($486.33)
666-6315	RE PM W/RET REQ TY I (Y) 4" (SLD) (100MIL)	LF	$0.39	2983.00	$1,163.37	398.00	3,381.00	$1,318.59	$155.22
672-6010	REFL PAV MRKR TY II-C-R	EA	$5.30	0.00	$0.00	76.00	76.00	$402.80	$402.80
677-6001	ELIM EXT PAV MRK & MRKS (4")	LF	$0.76	6767.00	$5,142.92	68.00	6,835.00	$5,194.60	$51.68
677-6008	ELIM EXT PAV MRK & MRKS (ARROW)	EA	$46.00	7.00	$322.00	(1.00)	6.00	$276.00	($46.00)
677-6012	ELIM EXT PAV MRK & MRKS (WORD)	EA	$78.00	7.00	$546.00	(1.00)	6.00	$468.00	($78.00)
CR 260 RECONSTRUCTION									
666-6207	REFL PAV MRK TY II (Y) 4" (SLD)	LF	$0.15	0.00	$0.00	1,400.00	1,400.00	$210.00	$210.00
672-6009	REFL PAV MRKR TY II-A-A	EA	$5.57	18.00	$100.26	(1.00)	17.00	$94.69	($5.57)
The "Totals" from Table B of the previous work sheet:					$15,999.60			$25,581.48	($14,592.76)
TOTALS					$37,809.04			$50,409.75	($11,573.93)

CHANGE ORDER REASON(S) CODE CHART

1. Design Error or Omission	1A. Incorrect PS&E 1B. Other
2. Differing Site Conditions (unforeseeable)	2A. Dispute resolution (expense caused by conditions and/or resulting delay) 2B. Unavailable material 2C. New development (conditions changing after PS&E completed) 2D. Environmental remediation 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9) 2F. Site conditions altered by an act of nature 2G. Unadjusted utility (unforeseeable) 2H. Unacquired Right-of-Way (unforeseeable) 2I. Additional safety needs (unforeseeable) 2J. Other
3. County Convenience	3A. Dispute resolution (not resulting from error in plans or differing site conditions) 3B. Public relations improvement 3C. Implementation of a Value Engineering finding 3D. Achievement of an early project completion 3E. Reduction of future maintenance 3F. Additional work desired by the County 3G. Compliance requirements of new laws and/or policies 3H. Cost savings opportunity discovered during construction 3I. Implementation of improved technology or better process 3J. Price adjustment on finished work (price reduced in exchange for acceptance) 3K. Addition of stock account or material supplied by state provision 3L. Revising safety work/measures desired by the County 3M. Other
4. Third Party Accommodation	4A. Failure of a third party to meet commitment 4B. Third party requested work 4C. Compliance requirements of new laws and/or policies (impacting third party) 4D. Other
5. Contractor Convenience	5A. Contractor exercises option to change the traffic control plan 5B. Contractor requested change in the sequence and/or method of work 5C. Payment for Partnering workshop 5D. Additional safety work/measures desired by the contractor 5E. Other
6. Untimely ROW/Utilities	6A. Right-of-Way not clear (third party responsibility for ROW) 6B. Right-of-Way not clear (County responsibility for ROW) 6C. Utilities not clear 6D. Other

Williamson County Road Bond Program

Seward Junction Improvements
Williamson County Project No. 1812-282

Change Order No. 9

Reason for Change

This Change Order adds new pavement marking items to the contract and extends pavement marking items that were included in the Southeast roadway section to the Southwest, US 183 Crossover and CR 260 roadway sections. This Change Order also provides the final balancing for the overruns/underruns of Contract quantities for pavement marking items on the project, as a result of addressing field conditions not accounted for in the original plans.

There are four (4) roadway sections on the project, Southwest, US 183 Crossover, Southeast and Cr 260. The project also included a base bid for a hot mix asphalt pavement section and an alternative bid that was for a concrete pavement section. Each roadway section included a specific set of pay items per section and for each bid option. The County selected the alternate bid for the concrete pavement section to be constructed on both the Southwest and Southeast roadway sections.

The construction of concrete pavement introduced new situations for pavement markings that were not included in the original plans or the alternate bid option. Three (3) new bid items were added to the contract and used on the Southwest roadway section.

The following is a list of new items** being added to the Contract. The bid price for these items matches the price submitted by the Contractor for the comparable white markings, which is consistent with other pavement marking prices already in the Contract.

ITEM	DESCRIPTION	QTY	UNIT
SEWARD JUNCTION SOUTHWEST (P No. 274)			
666-6141	REFL PAV MRK TY I (YELLOW)(12IN)(SOLID)	40	LF
666-6205	REFL PAV MRK TY II (YELLOW)(4IN)(BROKEN)	2670	LF
666-6212	REFL PAV MRK TY II (YELLOW)(12IN)(SOLID)	461	LF

This Change Order adds pavement markings items to the Southwest and Crossover roadway sections that were previously only included in the Southeast roadway section of the project. The Contractor agreed to extend bid item pricing from one section to the others.

The following is a summary of all new items that are in the Contract for the Southeast roadway sections that are being extended to the Southwest, US 183 Crossover and CR 260 roadway sections as shown below.

ITEM	DESCRIPTION	QTY	UNIT
SEWARD JUNCTION SOUTHWEST (P No. 274)			
666-6141	REFL PAV MRK TY I (Y) 12” (SLD) ** new item	40	LF
666-6167	REFL PAV MRK TY II (W) 4” (BRK)	700	LF
666-6170	REFL PAV MRK TY II (W) 4” (SLD)	9,136	LF
666-6178	REFL PAV MRK TY II (W) 8” (SLD)	1,978	LF
666-6182	REFL PAV MRK TY II (W) 24” (SLD)	250	LF
666-6184	REFL PAV MRK TY II (ARROW)	9	EA
666-6192	REFL PAV MRK TY II (WORD)	8	EA
666-6205	REFL PAV MRK TY II (Y) 4” (BRK) ** new item	2,670	LF
666-6207	REFL PAV MRK TY II (Y) 4” (SLD)	14,498	LF
666-6212	REFL PAV MRK TY II (W) 12” (SLD) ** new item	461	LF
672-6010	REFL PAV MRK TY II-C-R	107	EA
677-6001	ELIM EXT PAV MRK & MRKS (4”)	300	LF
678-6001	PAV SUR PREP FOR MRK (4”)	30,648	LF
678-6004	PAV SUR PREP FOR MRK (8”)	1,221	LF
SEWARD JUNCTION CROSSOVER (P No. 274)			
666-6167	REFL PAV MRK TY II (W) 4” (BRK)	108	LF
666-6170	REFL PAV MRK TY II (W) 4” (SLD)	1,663	LF
666-6178	REFL PAV MRK TY II (W) 8” (SLD)	1,627	LF
666-6207	REFL PAV MRK TY II (Y) 4” (SLD)	2,277	LF
672-6010	REFL PAV MRK TY II-C-R	76	EA
CR 260 / SEWARD JUNCTION SOUTHEAST (P No. 271)			
666-6207	REFL PAV MRK TY II (Y) 4” (SLD)	1,400	LF

** new item

This Change Order results in a net decrease of ($11,573.93) to the Contract amount, for an adjusted Contract total of $13,961,335.64. The original Contract amount was $13,270,258.10. As a result of this and all Change Orders to-date, $691,077.54 has been added to the Contract, resulting in a 5.21% net increase in the Contract cost.

HNTB Corporation

Lowell D. Choate, P.E.

Commissioners Court - Regular Session **47.**

Meeting Date: 05/18/2021

Sam Bass Rd. Contract and Leaseback

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a real estate contract and commercial leaseback agreement with Eric and Michelle Klingemann for right of way needed on the Sam Bass Rd. project (Parcel 13). Funding Source: Road Bonds P462

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Klingemann Contract

Klingemann Leaseback

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	05/14/2021 08:47 AM

Form Started By: Charlie Crossfield Started On: 05/14/2021 08:38 AM

Final Approval Date: 05/14/2021

REAL ESTATE CONTRACT
Corridor H/Sam Bass Road

THIS REAL ESTATE CONTRACT ("Contract") is made by and between ERIC KLINGEMANN and MICHELLE KLINGEMANN (referred to in this Contract as "Seller", whether one or more) and WILLIAMSON COUNTY, TEXAS (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

> Being 10.01 acres of land, situated in the John H. Dillard Survey, Abstract No. 179, in Williamson County, Texas, said land being conveyed to Eric Klingemann and Michelle Klingemann and described in deed recorded in Document No. 2015020130 Official Public Records, Williamson County, Texas; and being described in further detail by metes and bounds in Exhibit "A" attached hereto and incorporated herein;

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property", and any improvements and fixtures situated on and attached to the Property described, or bisected by the acquisition and not otherwise retained by Seller as described in the Deed form attached as Exhibit "C", for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II
PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the Property shall be the sum of FOUR MILLION and 00/100 Dollars ($4,000,000.00).

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash or equivalent funds at the Closing.

ARTICLE III
PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the Closing.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SELLER

4.01. Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's knowledge:

(a) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than previously disclosed to Purchaser;

(b) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof;

4.02. The portion of the Property identified in Exhibit "B" is being delivered in lieu of condemnation with improvements on the Property, and including damaged improvements on the remainder.

ARTICLE V
CLOSING

Closing Date

5.01. The Closing shall be held at the office of Independence Title Company at 203 W. Main Street Suite A Pflugerville, TX on or before May 31, 2021, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title

curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title in fee simple to all of the Property or as otherwise described herein, free and clear of any and all liens and restrictions, except for the following:

(a) General real estate taxes for the year of closing and subsequent years not yet due and payable;

(b) Any exceptions approved by Purchaser pursuant to Article III hereof; and

(c) Any exceptions approved by Purchaser in writing.

The Deed shall be in the form as shown in Exhibit "C" attached hereto and incorporation herein.

(2) Provide reasonable assistance, at no cost to Seller, to cause the Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in Purchaser's favor in the full amount of the Purchase Price, insuring each Grantee's fee simple and/or easement interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

(a) Deleted;

(b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and

(c) The exception as to the lien for taxes shall be limited to the year of closing and shall be endorsed "Not Yet Due and Payable".

(4) Deliver to Purchaser possession of the Property, subject to Paragraph 5.03(b) herein.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

(a) Pay the cash portion of the Purchase Price.

(b) At Closing, at the request of Purchaser the parties shall enter into a written lease agreement (the "Leaseback Agreement") wherein Purchaser, as Landlord, shall lease back to Seller, as Tenant, the Property at the rental rate of $2,600/month, and for an initial term to be agreed upon between the parties for up to a maximum of six (6) months but shall not extend past December 1, 2021, the form and additional terms of which Leaseback Agreement is shown in Exhibit "D" attached hereto and incorporated herein.

Prorations

5.04. General real estate taxes for the then current year relating to the Property acquired in fee simple shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

(1) Owner's Title Policy and survey to be paid by Purchaser.

(2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.

(3) All other closing costs shall be paid by Purchaser.

(4) Attorney's fees paid by each party respectively as incurred.

ARTICLE VI
BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII
BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made then Seller shall receive the amount of $500 as liquidated damages for any failure by Purchaser.

ARTICLE VIII
MISCELLANEOUS

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

8.04. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10 This Contract shall be effective as of the date it is approved by Williamson County, which date is indicated beneath the Judge's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

SELLER:

Eric Klingemann

Date: 13 MAY 21

Address: 1806 Elbank St
Georgetown TX 78626

Michelle Klingemann

Date: 13 May 2021

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By:_____
Bill Gravell, Jr.
County Judge

Date:_____

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

EXHIBIT "A"

Legal Description for Bruce E. Gessaman and wife, Carole D. Gessaman

BEING 10.01 acres of land, situated in the John H. Dillard Survey, Abstract No. 179, in Williamson County, Texas, said land being a portion of that certain tract of land, called 32.96 acres, as conveyed to Bruce E. Gessaman and wife, Carole D. Gessaman, by deed as recorded in Volume 2553, Page 222, of the Official Records of Williamson County, Texas. Surveyed on the ground in the month of August, 2014, under the supervision of Brian F. Peterson, Registered Professional Land Surveyor, and being more particularly described as follows;

BEGINNING at an iron pin found on the north line of Sam Bass Road (County Road No. 175) marking the Southwest corner of the above-referenced 32.96 acre Gessaman tract, being the most westerly Southeast corner of that certain tract of land, called 245.4 acres, as conveyed to the City of Round Rock by deed recorded as Document No. 2000066640 of the Official Public Records of Williamson County, Texas, for the Southwest corner hereof;

THENCE, N 0°19'00" E, 106.27 feet to an iron pin set for the most westerly Northwest corner of the said 32.96 acre Gessaman tract, being an interior corner of the said 245.4 acre City of Round Rock tract, for the Northwest corner hereof;

THENCE, along the north line of the said 32.96 acre Gessaman tract, being the south line of the said 245.4 acre City of Round Rock tract, along the south side of a concrete dam, as follows; S 89°45'00" E; 324.26 feet to an iron pin set; N 86°19'00" E, 84.05 feet to an iron pin set; N 83°09'00" E, 112.51 feet to an iron pin set and N 79°30'00" E, 1,238.71 feet to an iron pin set for the Northeast corner hereof;

THENCE, S 0°10'15" E, 508.25 feet to an iron pin set on the said north line of Sam Bass Road, being the south line of the said 32.96 acre Gessaman tract, for the Southeast corner hereof;

THENCE, along the said north line of Sam Bass Road, as follows; N 81°46'00" W, 736.81 feet to an iron pin found; N 83°47'00" W, 381.30 feet to an iron pin found; N 85°55'30" W, 119.85 feet to an iron pin found and N 89°36'15" W, 512.08 feet to the Place of BEGINNING and containing 10.01 acres of land.

Note: Basis of Bearing GPS Observation Texas Central State Plane

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF WILLIAMSON

I, Brian F. Peterson, Registered Professional Land Surveyor, do hereby certify that this survey was made on the ground of the property legally described herein and is correct, to the best of my knowledge and belief.

To certify which, witness my hand and seal at Georgetown, Williamson County, Texas, this the 4th day of September 2014, A.D.

Brian F. Peterson

Registered Professional Land Surveyor, No. 3967

State of Texas

Project No. 22263-10.01

STATE OF TEXAS REGISTERED BRIAN F. PETERSON 3967 PROFESSIONAL LAND SURVEYOR

EXHIBIT A

STEGER BIZZELL
1978 S. Austin Ave
Georgetown, TX 78626
(512) 930-9412

EXHIBIT "B"

County: Williamson
Parcel No.: 13
Highway: C.R. 175 (Sam Bass Road)
Limits: From: F.M. 1431
To: 1,000' East of Wyoming Springs Drive

February 4, 2020

PROPERTY DESCRIPTION FOR PARCEL 13

DESCRIPTION OF A 2.367 ACRE (103,095 SQ. FT.) PARCEL OF LAND LOCATED IN THE J.H. DILLARD SURVEY, ABSTRACT 179, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 10.01 ACRE TRACT OF LAND, DESCRIBED IN A DEED TO ERIC KLINGEMANN AND MICHELLE KLINGEMANN, RECORDED MARCH 17, 2015 IN DOCUMENT NO. 2015020130, OFFICAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.); SAID 2.367 ACRE (103,095 SQ. FT.) PARCEL, AS SHOWN ON A PLAT PREPARED BY SAM, LLC, BEING MORE PARTICULARY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod with a plastic cap found 489.12 feet left of County Road 175 (Sam Bass Road) Engineer's Centerline Station (E.C.S.) 296+15.23 on the south line a called 254.4 acre tract of land, described in a deed to City of Round Rock, recorded in Document No. 20100066640, O.P.R.W.C.TX., for the northwest corner of the remainder of a called 32.96 acre tract of land, described in a deed to Bruce E. Gessaman, and wife, Carole D. Gessaman, recorded in Volume 2553, Page 222, Official Records of Williamson County, Texas (O.R.W.C.TX.), same being the northeast corner of said 10.01 acre tract;

THENCE S 00°10'15" E, departing the south line of said 254.4 acre tract, with the common line of said 10.01 acre tract and said remainder of a called 32.96 acre tract, a distance of 402.57 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" (Surface Coordinates: N=10,170,344.00, E=3,109,622.12) set 90.77 feet left of Sam Bass Road E.C.S 296+73.32 on the proposed north right-of-way line of Sam Bass Road, for the northeast corner and **POINT OF BEGINNING** of the parcel described herein;

1) **THENCE** S 00°10'15" E, departing the proposed north right-of-way line of said Sam Bass Road, continuing with the common line of said 10.01 acre tract and said remainder of a called 32.96 acre tract, a distance of 105.68 feet to a 1/2-inch iron rod with a plastic cap found on the existing north right-of-way line of Sam Bass Road, a variable width right-of-way, no record information found, for the southwest corner of said remainder of a called 32.96 acre tract, same being the southeast corner of said 10.01 acre tract and the parcel described herein;

THENCE departing the common line of said 10.01 acre tract and said remainder of a called 32.96 acre tract, with the existing north right-of-way line of said Sam Bass Road, the following four (4) courses and distances numbered 2-5:

2) N 81°46'07" W, a distance of 736.90 feet to a calculated point,

3) N 83°47'07" W, a distance of 381.34 feet to a calculated point,

4) N 85°55'37" W, a distance of 119.86 feet to a calculated point, and

5) N 89°36'23" W, a distance of 371.38 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 76.53 feet left of Sam Bass Road E.C.S. 280+83.14 on the proposed north right-of-way line of said Sam Bass Road, for the southwest corner of the parcel described herein, from which a magnail found, for the most southerly southwest corner of said 245.4 acre tract, same being the southwest corner of said 10.01 acre tract bears N 89°36'23" W, a distance of 140.93 feet;

THENCE departing the existing north right-of-way line of said Sam Bass Road, with the proposed north right-of-way line of said Sam Bass Road, over and across said 10.01 acre tract, the following six (6) courses and distances numbered 6-11:

6) N 85°09'00" E, a distance of 96.10 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 76.53 feet left of Sam Bass Road E.C.S. 281+79.25,

7) S 04°51'00" E, a distance of 4.53 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 72.00 feet left of Sam Bass Road E.C.S. 281+79.25,

8) N 85°09'00" E, a distance of 494.71 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 72.00 feet left of Sam Bass Road E.C.S. 286+73.96, said point being the beginning of a curve to the right,

9) With said curve to the right, an arc distance of 242.80 feet, through a central angle 12°58'38", having a radius of 1,072.00 feet, and a chord that bears S 88°21'41" E, a distance of 242.28 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 72.00 feet left of Sam Bass Road E.C.S. 289+00.46,

10) S 81°52'22" E, a distance of 568.76 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 72.00 feet left of Sam Bass Road E.C.S. 294+69.22, and

THIS SPACE INTENTIONALLY LEFT BLANK

EXHIBIT "B"

11) S 87°07'40" E, a distance of 204.96 feet to the **POINT OF BEGINNING,** and containing 2.367 acre (103,095 sq. ft.) of land, more or less.

This property description is accompanied by a separate plat of even date.

Bearing Basis:
All bearings shown are based on the Texas Coordinate System, Central Zone, NAD 83/2011. All distances shown are surface and may be converted to grid by dividing by a Surface Adjustment Factor of 1.00012. Units: U.S. Survey Feet.

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

That I, Scott C. Brashear, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on the date shown below.

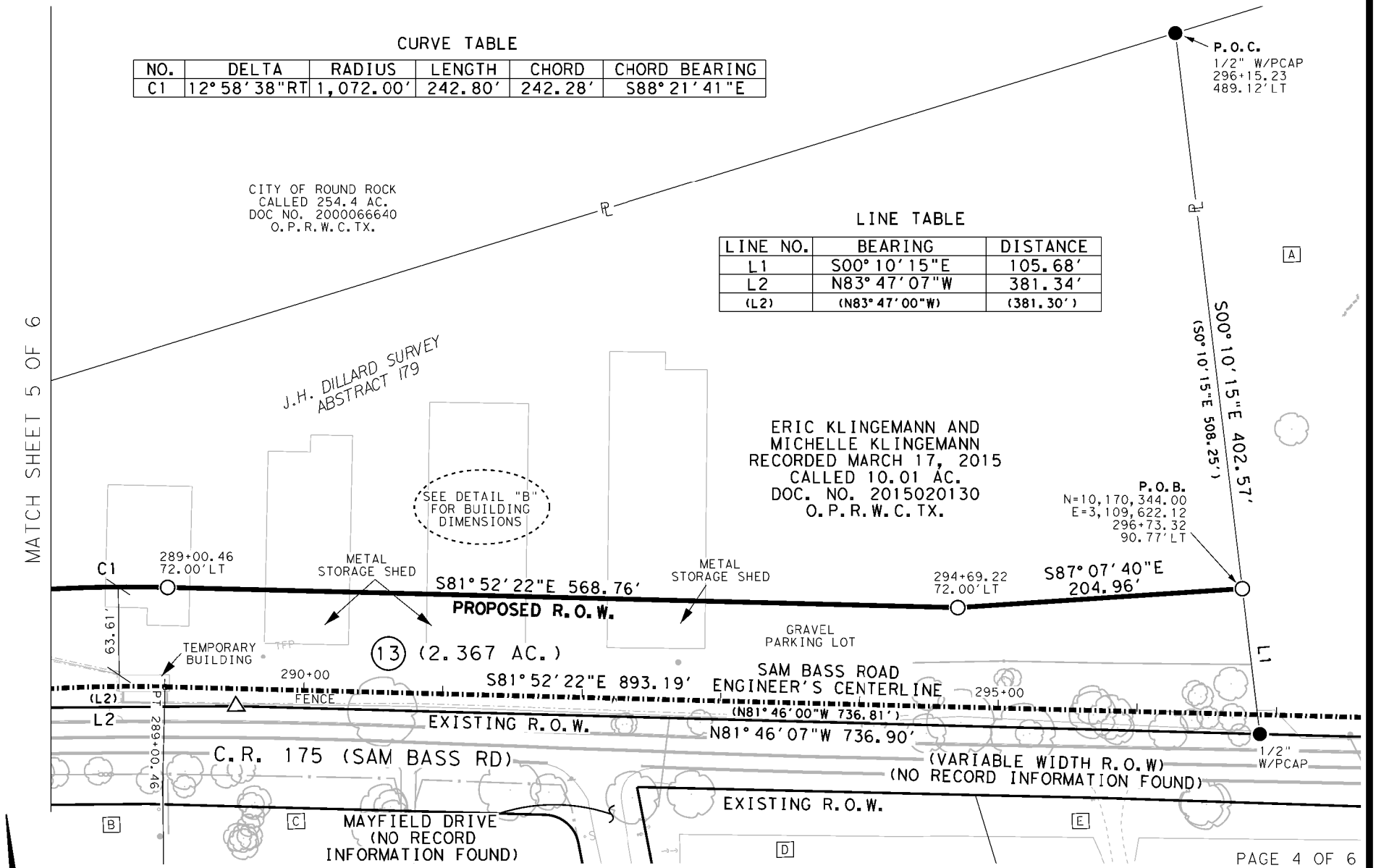
Preliminary

02/04/2020 3:29:15 PM

SURVEYING AND MAPPING, LLC
4801 Southwest Pkwy
Building Two, Suite 100
Austin, Texas 78735
TX. Firm No. 10064300

Scott C. Brashear Date
Registered Professional Land Surveyor
No. 6660 – State of Texas

EXHIBIT "A"



PAGE 4 OF 6
REF. FIELD NOTE NO. 47005

N

100 0 50 100

GRAPHIC SCALE
SCALE: 1" = 100'
WILLIAMSON COUNTY, TEXAS

FILE:\\saminc\aus\PROJECTS\1017038216\100\Survey\03Exhibits\13\PLAT\00\P-13.dgn

EXISTING	10.01 AC.	ACQUIRE	2.367 AC.	REMAINING	7.643 AC. LEFT

SAM
SURVEYING·AERIAL MAPPING·ENGINEERING
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
ERIC KLIENGEMANN &
MICHELLE KLINGEMANN
PARCEL 13
2.367 AC. (103,095 SQ. FT.)

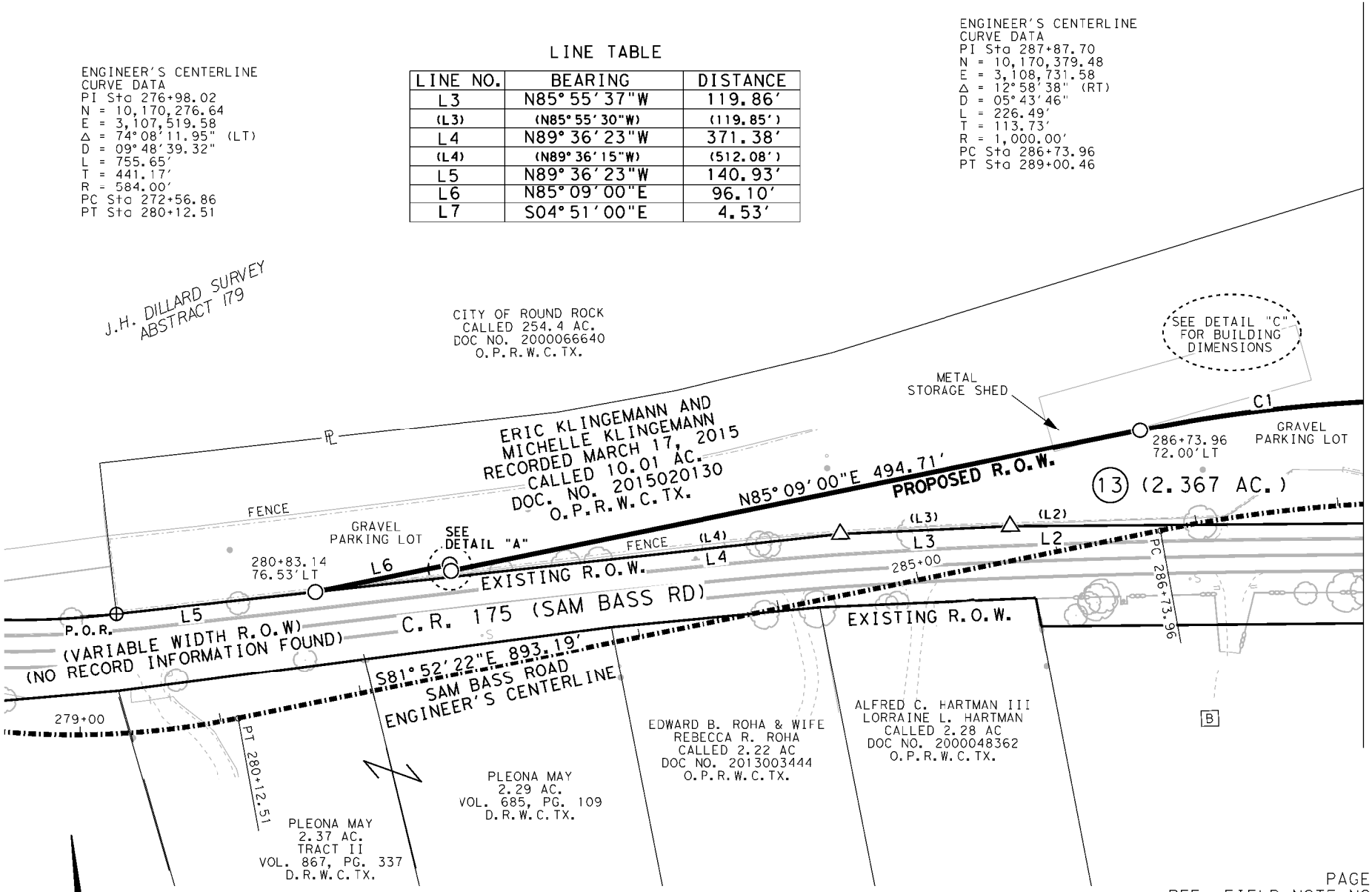
EXHIBIT "A"

ENGINEER'S CENTERLINE
CURVE DATA
PI Sta 276+98.02
N = 10,170,276.64
E = 3,107,519.58
Δ = 74°08'11.95" (LT)
D = 09°48'39.32"
L = 755.65'
T = 441.17'
R = 584.00'
PC Sta 272+56.86
PT Sta 280+12.51

LINE TABLE

LINE NO.	BEARING	DISTANCE
L3	N85°55'37"W	119.86'
(L3)	(N85°55'30"W)	(119.85')
L4	N89°36'23"W	371.38'
(L4)	(N89°36'15"W)	(512.08')
L5	N89°36'23"W	140.93'
L6	N85°09'00"E	96.10'
L7	S04°51'00"E	4.53'

ENGINEER'S CENTERLINE
CURVE DATA
PI Sta 287+87.70
N = 10,170,379.48
E = 3,108,731.58
Δ = 12°58'38" (RT)
D = 05°43'46"
L = 226.49'
T = 113.73'
R = 1,000.00'
PC Sta 286+73.96
PT Sta 289+00.46



REF. FIELD NOTE NO. 47005

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EXISTING	10.01 AC.	ACQUIRE	2.367 AC.	REMAINING	7.643 AC. LEFT

N

100 0 50 100

GRAPHIC SCALE
SCALE: 1" = 100'
WILLIAMSON COUNTY, TEXAS

SAM
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RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
ERIC KLIENGEMANN &
MICHELLE KLINGEMANN
PARCEL 13
2.367 AC. (103,095 SQ. FT.)

LEGEND

○	5/8" IRON ROD SET WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY"
●	1/2" IRON ROD FOUND UNLESS NOTED
⬡	FENCE POST (TYPE NOTED)
⊕	MAGNAIL FOUND
△	CALCULATED POINT
℄	PROPERTY LINE
( )	RECORD INFORMATION
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
P.O.R.	POINT OF REFERENCE
N.T.S.	NOT TO SCALE
D.R.W.C.TX.	DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
O.R.W.C.TX.	OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.TX.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
	DISTANCE NOT TO SCALE
	DEED LINE (COMMON OWNERSHIP)

EXHIBIT "A"

[A]
BRUCE E. GESSAMAN &
WIFE, CAROLE D. GESSAMAN
REMAINDER OF A CALLED 32.96 AC.
VOL. 2553, PG. 222
O.R.W.C.TX.

[B]
SKAGGS FAMILY REVOCABLE TRUST
DOC. NO. 2012066334
O.P.R.W.C.TX.

LOT 4A
REPLAT OF LOT AND 5
BRUSHY BEND PARK
SECTION II, PHASE II
CABINET P, SLIDE 295
P.R.W.C.TX.

[C]
PAT O. JORDEN &
DEBORAH V. JORDEN,
HUSBAND AND WIFE
DOC. NO. 1998028459
O.R.W.C.TX.

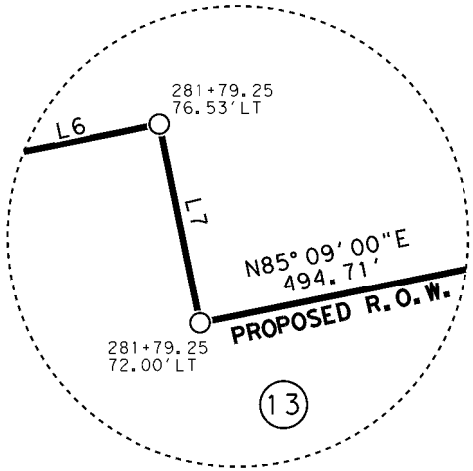
LOT 5A
REPLAT OF LOT 4 AND 5
BRUSHY BEND PARK
SECTION II, PHASE II
CABINET P, SLIDE 295
P.R.W.C.TX.

[D]
JOHN M. LINDELL
VOL. 617, PG. 825
D.R.W.C.TX.

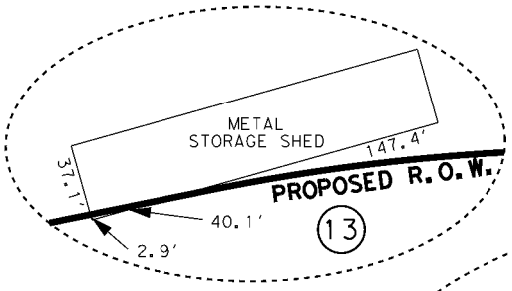
TRACT NO. 71
BRUSHY BEND PARK
SECTION II, PHASE II
VOL. 10, PG. 25
P.R.W.C.TX.

[E]
KEVIN JOHN LINDELL
DOC. NO. 2002032117
O.P.R.W.C.TX.

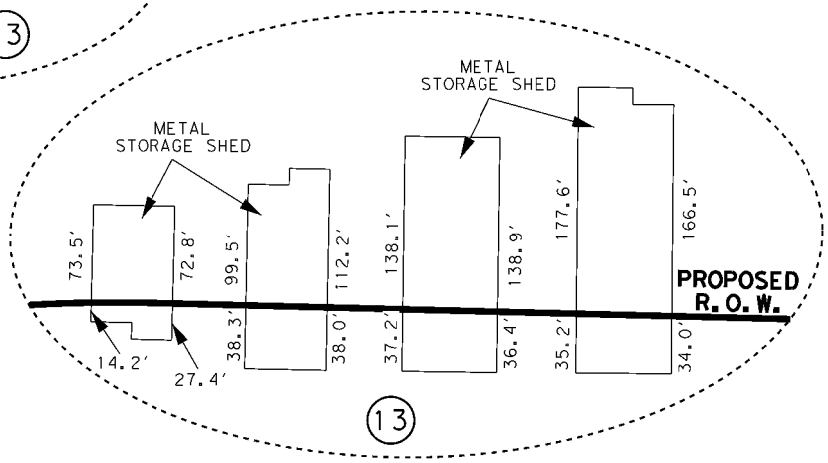
LOT 3
RESUBDIVISION OF
LOTS 71 & 72
BRUSHY BEND PARK
SECTION II, PHASE II
CABINET U, SLIDE 313
P.R.W.C.TX.



DETAIL "A"
NOT TO SCALE



DETAIL "C"
NOT TO SCALE



DETAIL "B"
NOT TO SCALE

NOTES:

1. ALL BEARINGS SHOWN ARE BASED ON NAD83/2011/NAVD88 TEXAS COORDINATE SYSTEM, CENTRAL ZONE. ALL DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.00012. ALL COORDINATES SHOWN ARE IN SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE SAME FACTOR. PROJECT UNITS ARE IN U.S. SURVEY FEET.
2. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF TITLE REPORT, THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOTSHOWN.
3. SAM BASS ROAD ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM KFRIESE. SCHEMATIC RECEIVED BY SAM, LLC. IN APRIL, 2019.
4. THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.

* AREA CALCULATED BY SAM, LLC.

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Preliminary

02/04/2020 3:29:29 PM

DATE

SCOTT C. BRASHEAR
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6660, STATE OF TEXAS

REF. FIELD NOTE NO. 47005

FILE:\\saminc\aus\PROJECTS\1017038216\100\Survey\03Exhibits\13\PLAT\00\P-13_2.dgn

EXISTING	10.01 AC.	ACQUIRE	2.367 AC.	REMAINING	7.643 AC. LEFT

SAM
SURVEYING · AERIAL MAPPING · ENGINEERING
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
ERIC KLIENGEMANN &
MICHELLE KLINGEMANN
PARCEL 13
2.367 AC. (103,095 SQ. FT.)

EXHIBIT "C"

Parcel 13

DEED
Corridor H/Sam Bass

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

That **ERIC KLINGEMANN and MICHELLE KLINGEMANN**, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto **WILLIAMSON COUNTY, TEXAS**, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows (the "Property"):

> Being 10.01 acres of land, situated in the John H. Dillard Survey, Abstract No. 179, in Williamson County, Texas, said land being conveyed to Eric Klingemann and Michelle Klingemann and described in deed recorded in Document No. 2015020130 Official Public Records, Williamson County, Texas; and being described in further detail by metes and bounds in Exhibit "A" attached hereto and incorporated herein

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property, to wit: **mini storage shipping container, water tower & tank, "pole barn" covered parking buildings** (the "Retained Improvements").

Grantor covenants and agrees to remove the Retained Improvements from the Property on or before the earlier of December 1, 2021, or upon the termination of any leaseback period for the Property, subject to such extensions of time as may be authorized by Grantee in writing. In the event Grantor fails, for any reason, to remove the Retained Improvements within the time prescribed, then, without further consideration, title to all or part of such Retained Improvements not so removed shall pass to and vest in Grantee, its successors and assigns, forever, and Grantee shall be allowed temporary access to the remaining property of Grantor as necessary solely for the purpose of removing any portion of the Retained Improvements bisected by the acquisition of the Property.

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of Southeast Loop/Corridor A1.

TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This deed is being delivered in lieu of condemnation with respect to the portion of the Property described in Exhibit "B".

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2021.

[signature page follows]

GRANTOR:

_____
Eric Klingemann

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2021 by Eric Klingemann, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

GRANTOR:

_____
Michelle Klingemann

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2021 by Michelle Klingemann, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, PLLC
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:

Williamson County, Texas
Attn: County Auditor
710 Main Street, Suite 101
Georgetown, Texas 78626

AFTER RECORDING RETURN TO:

EXHIBIT "D"

COMMERCIAL PROPERTY LEASE AGREEMENT

THIS COMMERCIAL PROPERTY LEASE AGREEMENT (the "Lease") is made between the **Williamson County, Texas**, hereafter called "Lessor" or "Landlord", and **Eric Klingemann and Michelle Klingemann,** hereafter called "Lessee" or "Tenant".

The parties agree as follows:

AGREEMENT TO LEASE AND DESCRIPTION OF THE PROPERTY. The Lessor leases to the Lessee, and the Lessee rents from the Lessor, exclusive use of the following described commercial property space, subject only to Landlord's retained use of the Property by its staff, agents and consultants for investigation, testing, or other related activities in connection with future development of Landlord's proposed roadway and utility development project or additional improvements on the Premises, with at least forty-eight (48) hours advance notice to Tenant and which activities shall not otherwise unreasonably interfere with the Tenant's authorized leasehold uses specified herein:

All of a 10.01 AC tract of land in Williamson County, Texas, according to the map or plat thereof recorded in Document No. 2015020130 of the Official Public Records of Williamson County, Texas, also known as 4700 Sam Bass Road, Round Rock, Texas (the "Leased Premises").

1. TERMS OF LEASE.

A. **Lease Term.** The initial term of this Lease shall not exceed a maximum period of six (6) months, commencing on June 1, 2021 ("Commencement Date"), and ending at midnight on December 1, 2021 (the "Termination Date").

2. RENTAL.

A. Rental for Term. In advance on the First (1st) day of each calendar month, beginning on the Commencement Date, Lessee agrees to pay, without demand, deduction or offset, to Lessor TWO THOUSAND SIX HUNDRED DOLLARS ($2,600.00) as rent for the Leased Premises, at: Williamson County Auditor's Office, Attn: Finance Director, 710 Main Street, Suite 301, Georgetown, Texas 78626 or such other place as Lessor may designate in writing. Tenant shall additionally pay a prorated rental amount for any period between the Commencement Date and the date that the first rental payment is due as set out herein.

B. Untimely or Insufficient Payment of Rent. If Lessee fails to timely pay any month's rent, Lessee will pay Lessor an initial late charge of FIFTY DOLLARS ($50.00), plus additional late charges of TEN DOLLARS ($10.00) per day thereafter until rent is paid in full. Time is of the essence for the payment of rent. **Lessee hereby acknowledges that strict compliance with rental due dates is required and that there is no grace period pertaining to the payment of rent.** Any waiver of late charges or failure to collect late charges under this paragraph will not affect or diminish any other right or remedy Lessor may exercise, at law or in equity, for Lessee's failure to timely pay rent (including but not limited to reporting late payments to consumer reporting agencies).

Lessee further agrees to pay Lessor TWENTY-FIVE DOLLARS ($25.00) for each check Lessee tenders to Lessor which is returned by the institution on which it is drawn for any reason, plus initial and additional late charges until Lessor has received payment in full. Lessor may, upon written notice to Lessee, require Lessee to pay all rents by money

order, cashier's check, certified funds, or other means acceptable to Lessor.

3. OPTION TO EXTEND OR TERMINATE LEASE. In the event Tenant wishes to extend this lease following the initial term or any extended term thereafter, Tenant shall provide Landlord with a written request to extend the Lease. Following Landlord's receipt of Tenant's extension request, Landlord shall have the option to deny or accept the request, as it deems in the best interest of Landlord. If the Landlord accepts Tenant's extension request, the extended term shall begin on the expiration of the Initial Lease Term or the then current "Extension Term" of this Lease, as appropriate, and shall continue on a month-to-month basis, unless otherwise agreed with Landlord in writing. All terms, covenants, and provisions of this Lease shall apply to each such Extension Term, except that Landlord shall reserve the right to modify the duration of any Extension Term.

Tenant at its sole option may terminate this Lease at any time by delivering a minimum of thirty (30) days prior written notice of such early termination to Landlord.

4. TAXES.

A. Personal Property Taxes. Lessee agrees to pay any taxes levied against the personal property and trade fixtures of the Lessee in and about the Leased Premises, provided, however, that if any such taxes of Lessee are levied against Lessor or Lessor's property or if the assessed value of Lessor's property is increased by the inclusion of the value placed on Lessee's property and Lessor pays those taxes, Lessee, on demand, shall reimburse Lessor for all taxes actually paid on Lessee's behalf.

B. Real Property Taxes: Lessor agrees to pay all ad valorem taxes, assessments and governmental charges of any kind and nature whatsoever (hereinafter collectively referred

to as the "Taxes"), levied or assessed against the real property portion of the Leased Premises. Included also shall be all costs in contesting, rendering and otherwise adjusting the Taxes. In the event that such taxes are billed directly to Lessor, Lessor shall provide written notice of such billing to Lessee and Lessee shall pay Lessor all amounts of taxes owing within fourteen (14) calendar days from the date of Lessor's written notice.

1. **Remedy for Non-Payment:** If Lessee should fail to pay any Taxes, assessments, or governmental charges required to be paid by Lessee hereunder, in addition to any other remedies provided herein, Lessor may, if Lessor so elects, pay such Taxes, assessments and governmental charges. Any sums so paid by Lessor shall be deemed to be so much additional rental owing by Lessee to Lessor and due and payable upon demand as additional rental plus interest at the maximum rate of interest allowed by law from the date of payment by Lessor until repaid by Lessee. Any and all remedies that are set out herein for the late payment of rents may also be exercised by Lessor in relation to late payments of any Taxes, assessments, or governmental charges required to be paid by Lessee hereunder.

2. **Adjustment to Taxes; Contest of Taxes:**

Lessee may, at its sole cost and expense, in its own name(s), dispute and contest the Taxes for which Lessee is responsible by the terms herein by appropriate proceedings diligently conducted in good faith. The contest of taxes pursuant to this provision shall not excuse the payment of any taxes due and owing and which are the responsibility of Lessee under the terms

of this Lease.

5. UTILITIES. Lessee shall be responsible for arranging and paying for all utility services required in and to the Leased Premises. Such utility services shall include but not limited to electricity, gas, water, wastewater, telephone, IT communication services, alarm monitoring systems, television, sewer charges, and trash collection. Lessee further agrees to pay all connection fees, service fees, usage fees, and all other costs and fees for all utilities to the Leased Premises. Lessee must, at a minimum, keep the following utilities on at all times during any term of this Lease (to the extent they are available at the Leased Premises): gas; electricity; water; wastewater/sewer; and garbage services and collection. If the Lessee fails to keep said utilities on during any term of this Lease, Lessee shall be deemed to be in default of this Lease.

6. INDEMNIFICATION AND INSURANCE.

A. Indemnification of Lessor. **LESSEE AGREES TO INDEMNIFY AND HOLD HARMLESS LESSOR AND THE LEASED PREMISES FROM ALL COSTS, LOSSES, DAMAGES, LIABILITIES, EXPENSES, PENALTIES, AND FINES WHATSOEVER THAT MAY ARISE FROM OR BE CLAIMED AGAINST LESSOR AND/OR THE LEASED PREMISES BY ANY PERSON OR PERSONS FOR ANY INJURY TO PERSON OR PROPERTY OR DAMAGE OF WHATEVER KIND OR CHARACTER ARISING FROM THE USE OR OCCUPANCY OF THE LEASED PREMISES BY LESSEE; FROM ANY NEGLECT OR FAULT OF LESSEE OR THE AGENTS, EMPLOYEES, GUESTS AND/OR INVITEES OF LESSEE IN USING AND OCCUPYING THE LEASED PREMISES; OR FROM ANY FAILURE BY LESSEE TO COMPLY AND CONFORM WITH ALL LAWS, STATUTES, ORDINANCES, AND REGULATIONS OF ANY GOVERNMENTAL BODY OR SUBDIVISION NOW OR HEREAFTER IN FORCE. IF ANY LAWSUIT OR PROCEEDING SHALL BE BROUGHT AGAINST LESSOR OR THE LEASED PREMISES ON ACCOUNT OF ANY ALLEGED VIOLATIONS OR FAILURE TO COMPLY AND CONFORM OR ON ACCOUNT OF ANY DAMAGE, OMISSION, NEGLECT, OR USE OF THE LEASED PREMISES BY LESSEE, THE AGENTS, EMPLOYEES, GUESTS AND/OR INVITEES OF LESSEE, OR ANY OTHER PERSON ON THE LEASED PREMISES, LESSEE AGREES THAT LESSEE WILL DEFEND IT, PAY WHATEVER JUDGMENTS MAY BE RECOVERED AGAINST LESSOR OR AGAINST THE LEASED PREMISES ON ACCOUNT OF IT, AND PAY FOR ALL ATTORNEYS' FEES IN CONNECTION WITH IT, INCLUDING ATTORNEYS' FEES ON APPEAL.**

B. Insurance. Landlord may, but shall not be obligated to, carry any type of insurance coverage on the Premises or any insurance coverage that would provide coverage to the Tenant for damages resulting from personal injuries and/or for property loss. Tenant

acknowledges, however, that Tenant and Tenant's property will not be covered by any hazard insurance or other form of insurance that may be carried by Landlord. The Tenant assumes the risk of loss on all contents of the Leased Premises owned by the Tenant and/or personal injuries arises on the Leased Premises and Tenant hereby agrees to obtain any insurance coverage that Tenant desires or deems necessary in addition to the requirements below. Furthermore, any insurance obtained by Tenant shall be primary as to any other existing, valid, and collectible insurance Landlord may maintain. In order to insure the fulfillment of the above referenced indemnity provision, Lessee hereby agrees to maintain, at all times during any term of this Lease, at Lessee's sole cost, a comprehensive commercial public general liability insurance policy protecting Lessor against all claims or demands that may arise or be claimed on account of Lessee's business use of the Leased Premises, in an amount equal to the current policy claim limits per occurrence of accident and/or injury, for injuries to persons and damages to real and/or personal property. Said insurance shall be written by a company or companies acceptable to Lessor, authorized to engage in the business of general liability insurance in the state of Texas, and name Lessor as an additional insured. Furthermore, said insurance shall be primary as to any other existing, valid, and collectible insurance. Lessee shall deliver to Lessor annual certificates demonstrating that said insurance is paid up and copies of the insurance policies issued by the insurance companies.

Lessee acknowledges that Lessee's property will not be covered by any hazard insurance that may be carried by Lessor. The Lessee assumes the risk of loss on all contents of the Leased Premises owned by the Lessee, excluding the building structures and improvements

owned by the Lessor.

Lessee shall, within Ten (10) calendar days from the execution of this Lease or otherwise upon request from Lessor, obtain a certified statement by each insurance carrier containing a clause providing that the insurance carrier will give Lessor Thirty (30) days' written notice before any cancellation shall be effective.

7. SUBORDINATION. This Lease and all rights of Lessee under it are and shall be subject to and subordinate to the rights of any mortgage holder or security interest holder now or hereafter having a security interest in the Leased Premises or any other encumbrances Lessor desires to place on the Leased Premises.

8. LESSEE'S COVENANTS. Lessee further covenants and agrees as follows:

A. To pay the rent and provide the consideration for the Lease as it is set out herein; to use the Leased Premises in a legal, careful and proper manner solely for the express purpose(s) of onsite vehicle and personal property storage rental, and for no other use unless expressly allowed and approved by Lessor in writing; to not permit or allow anyone to discharge any type of firearm, ammunition or explosive on the Leased Premises, to commit or permit no waste or damages to the Leased Premises; to conduct or permit no business or act that is a nuisance or may be in violation of any federal, state, or local law or ordinance; to surrender the Leased Premises on expiration or termination of this Lease in clean condition and good repair, normal wear and tear excepted, provided, however, that all alterations, additions, and improvements permanently attached and made by Lessee (excepting movable furniture, equipment, supplies, and inventory installed by Lessee) shall

become and remain the property of Lessor on the termination of Lessee's occupancy of the Leased Premises.

B. To comply with the Rules and Regulations attached hereto.

C. To prohibit and refrain from engaging or in allowing any use of the Leased Premises that will increase Lessor's premiums for insurance on the building(s) without the express written consent of Lessor.

D. MAINTENANCE AND REPAIR. At Tenant's expense, Tenant shall keep and maintain the Premises and appurtenances in good sanitary condition during the term of this Lease and any extension of it. In particular, Tenant shall perform routine maintenance to keep the fixtures in the building structures or on or about the Premises in good order and repair; keep the furnace and HVAC systems clean and in good working order; promptly dispose of all garbage in appropriate receptacles; supply and change heating and air conditioning filters; supply and change light bulbs and smoke detector batteries; promptly eliminate any dangerous condition on the Premises caused by Tenant or caused by Tenant's agent or visitor; take necessary precautions to prevent broken water pipes due to freezing; replace any lost or misplaced keys; pay any periodic, preventative, or additional extermination costs desired by Tenant; maintain and use reasonable diligence in maintaining the yard and landscape in or on the Premises, which shall include but not be limited to watering, mowing, fertilizing, trimming and controlling all lawn pests on all lawns, shrubbery, bushes, flowers, gardens, trees, rock or other landscaping and foliage on or encroaching on the Premises or any easement appurtenant to the Premises; and keep the walls free from dirt and debris.

E. Tenant shall make all repairs to the Premises and improvements thereon, other than structural building component or roof repairs required to allow reasonable uses as identified above, which shall include but not be limited to the plumbing systems, cooking appliances, cooling system, heating system, sanitary systems, and other electric and gas fixtures which are required to keep the Premises in as good and commercially functional of a condition as existed upon entry, reasonable wear and tear excepted.

F. To make no alterations in or additions or improvements to the Leased Premises, install any equipment in or on the Leased Premises or maintain signs, other than existing as of the Commencement Date, advertising the Lessee on the Leased Premises without, in each case, obtaining the written consent of Lessor. If any alterations, additions, or improvements in or to the Leased Premises are made necessary by reason of the special use and occupancy of the Leased Premises by Lessee and, provided that Lessor grants its prior written permission to Lessee regarding such alterations, additions or improvements, Lessee agrees that it will make all such alterations, additions, and improvements in or to the Leased Premises at its own expense and in compliance with all building codes, ordinances, and governmental regulations pertaining to such work, use, or occupancy. **In accordance with indemnification provision above, Lessee agrees that it will hold Lessor harmless against all expenses, liens, claims, and damages to either property or person that may or might arise because any repairs, alterations, additions, or improvements are made.**

G. To permit Lessor to enter, inspect, and make such repairs to the Leased Premises as Lessor may reasonably desire, at all reasonable times.

H. Lessee agrees that it is solely responsible for making, at its sole cost, any alterations, additions, or improvements to the Leased Premises that are mandated by any and all state, federal and local accessibility legal requirements ("accessibility alterations"). The allocation of responsibility to Lessee for compliance with accessibility legal requirements with respect to the Leased Premises is a material inducement for the parties to enter this Lease. The cost incurred on said accessibility alterations shall be borne solely by Lessee. Lessee must obtain the written consent of Lessor before making any type of accessibility alterations.

I. SECURITY DEVICES AND EXTERIOR DOOR LOCKS. The Texas Property Code requires that the Premises be equipped with certain types of locks and security devices. Said Code will govern the rights and obligations of the parties regarding security devices. **All notices or requests by Tenant for re-keying, changing, installing, repairing, or replacing security devices must be made in writing to the Landlord. All additional security devices or additional re-keying or replacement of security devices desired by Tenant shall be paid by Tenant in advance and may only be installed by Landlord or Landlord's contractors after receiving a written request from Tenant.**

J. SMOKE DETECTORS. The Texas Property Code requires that the Premises be equipped with smoke detectors in certain locations. Said Code will govern the rights and obligations of the parties regarding smoke detectors. **All requests for additional installation, inspection or repair of smoke detectors must be made in writing by Tenant to Landlord. Disconnecting or intentionally damaging a smoke detector or removing a battery without immediately replacing it with a working battery may**

subject Tenant to civil penalties and liability for damages and attorney fees under the Texas Property Code.

J. Lessee agrees that any and all minor adults and/or children of guests or invitees of Lessee, who may be present on the Leased Premises from time to time, shall not be left unattended and shall be accompanied and supervised, at all times while on the Leased Premises, by such minor adult's and/or child's parent or legal guardian or otherwise licensed or responsible adult. Whether supervised or unsupervised by a parent or legal guardian, at no time shall such minor adults and/or children injure any person who may be present on the Leased Premises or otherwise damage the Leased Premises, any personal property situated on the Leased Premises, or any improvements situated thereon. In the event that such minor adults and/or children damage or destroy the Leased Premises or any improvements situated thereon or otherwise injure such persons who may be present on the Leased Premises, **Lessee hereby agrees that Lessee, in accordance with the indemnification provision above, shall be solely liable for any and all damages and/or injuries caused by such minor adults and/or children**. Immediately upon demand by Lessor, Lessee shall repair, at Lessee's sole cost, any and all damages caused to the Leased Premises and/or any improvements situated thereon. In the event such minor adults and/or children cause injury to persons who are present on the Leased Premises, Lessee hereby agrees, in accordance with terms hereof, to be solely liable to such persons who are injured.

K. Lessee agrees that it is solely responsible for making, at its sole cost, any alterations, additions, or improvements to the Leased Premises which are mandated or otherwise may be required for the issuance of a certificate of occupancy from the local municipality or

other governing body, if applicable. Furthermore, Lessee agrees that it is solely responsible, at its sole cost, for making all alterations, additions, or improvements necessary to the Leased Premises to cause the Leased Premises and its intended use to be in compliance with any laws, rules, ordinances, development codes or regulations of any applicable governmental authority, entity, or body, including, without limitation, the American's with Disabilities Act, the Federal Government, the local municipality, the County of Williamson, and the State of Texas. The allocation of responsibility to Lessee for compliance with said laws, rules, ordinances, development codes or regulations is a material inducement for the parties to enter into this Lease. The costs incurred in causing the Leased Premises and its intended use to be in compliance with said laws, rules, ordinances, development codes or regulations shall be solely borne by Lessee.

9. LESSOR'S COVENANTS. Lessor covenants and agrees as follows:

A. To warrant and defend Lessee in the enjoyment and peaceful possession of the Leased Premises during the aforesaid term.

B. If the Leased Premises are destroyed or so damaged by fire, casualty, or other disaster that they become untenantable, Lessor will have no obligation to render the Leased Premises tenantable by repairs. If the Leased Premises are not rendered tenantable after a casualty loss as described herein, Lessor will have the right to terminate this Lease by written notice to Lessee.

10. DEFAULTS BY LESSEE. In addition to the remedies specifically set forth herein and those available at law or in equity, if Lessee fails to perform or breaches any term, condition or agreement set forth in this Lease, and this failure or breach continues for Ten (10) days after a

written notice specifying the required performance has been given to the Lessee, Lessor may:

A. Enforce specific performance causing the Lessee to strictly comply with and perform such term, condition or agreement; and in this event, the Lessee shall pay the Lessor all expenses of the litigation, including reasonable attorneys' fees; or

B. institute action in a court of competent jurisdiction to terminate this Lease and sue for damages, and the Lessee shall pay the Lessor all expenses of the litigation, including reasonable attorneys' fees; or

C. may, but not be obligated to do so, enter the Leased Premises and perform Lessee's obligations for the account of and at the expense of Lessee. Bills for all amounts paid by Lessor and all losses, costs, and expenses incurred by Lessor in connection with such performance by Lessor pursuant to this clause, including without limitation, all amounts paid and costs and expenses incurred by Lessor for any property, material, labor or services provided, furnished, or rendered or caused to be provided, furnished or rendered, by Lessor to Lessee may be sent by Lessor to Lessee monthly or immediately, at Lessor's option, and shall be due and payable by Lessee to Lessor as Additional Rent within Five (5) days after same is sent to Lessee by Lessor; or

D. terminate this Lease, without liability, by written notice to Lessee, in which event, the term and tenancy hereby created shall terminate on the Tenth (10^{th}) day after such notice is given (the "Termination Date") and Lessee shall within such Ten (10) day period vacate the Leased Premises and surrender them to Lessor in the state required under this Lease, with Lessor having the right to reenter and repossess the Leased Premises discharged of this Lease and to expel all occupants and to remove all property therefrom.

In addition to the remedies set forth herein and available at law, upon the occurrence of any default or breach, Lessor may enter and take possession of the Leased Premises by self-help, by picking or changing locks if necessary, and may lock out Lessee or any other person who may be occupying the Leased Premises, until the default is cured, without being liable for damages.

11. DEFAULTS BY LESSOR. Defaults by Lessor are failing to comply with any provision, term, condition or agreement of this Lease within Thirty (30) days after written notice from Lessee. Lessee's sole remedy for Lessor's default is to terminate this Lease.

12. INSOLVENCY, BANKRUPTCY, ETC., OF LESSEE. If Lessee is declared insolvent or adjudicated a bankrupt; if Lessee makes an assignment for the benefit of creditors; if Lessee's leasehold interest is sold under execution or by a trustee in bankruptcy; or if a receiver is appointed for Lessee, Lessor, without prejudice to its rights hereunder and at its option, may terminate this Lease and retake possession of the Leased Premises immediately and without notice to Lessee or any assignee, transferee, trustee, or any other person or persons, using force if necessary.

13. LESSOR TO HAVE LIEN. Lessor will have a lien against all goods, equipment, furniture, and other personal property of Lessee brought, stored, or kept on the Leased Premises during any term of this Lease, in the aggregate amount of all rent, damages, and other sums that may at any time be owed by Lessee to Lessor under the Lease. In the event of any default by Lessee, Lessor may foreclose the lien in the same manner that a mortgage would be foreclosed and, in that event, Lessee shall be obligated for all court costs and reasonable attorneys' fees.

14. ELECTION BY LESSOR NOT EXCLUSIVE. The exercise by Lessor of any right or remedy to collect rent or enforce its rights under this Lease will not be a waiver or preclude the exercise of any other right or remedy afforded Lessor by this Lease or by statute or law. The

failure of Lessor in one or more instances to insist on strict performance or observations of one or more of the covenants or conditions of this Lease or to exercise any remedy, privilege, or option conferred by this Lease on or reserved to Lessor shall not operate or be construed as a relinquishment or future waiver of the covenant or condition or the right to enforce it or to exercise that remedy, privilege, or option; that right shall continue in full force and effect. The receipt by Lessor of rent or any other payment or part of payment required to be made by the Lessee shall not act to waive any other additional rent or payment then due. Even with the knowledge of the breach of any covenant or condition of this Lease, receipt will not operate as or be deemed to be a waiver of this breach, and no waiver by Lessor of any of the provisions of this Lease, or any of Lessor's rights, remedies, privileges, or options under this Lease, will be deemed to have been made unless made by Lessor in writing.

Lessee will not assign or sublet this Lease.

15. LIMITATIONS OF WARRANTIES. LESSEE ACKNOWLEDGES AND AGREES THAT, OTHER THAN AS MAY BE SPECIFICALLY SET FORTH HEREIN, LESSOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE NATURE, QUALITY OR CONDITION OF THE LEASED PREMISES, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE LEASED PREMISES, (C) THE SUITABILITY OF THE LEASED PREMISES FOR ANY AND ALL ACTIVITIES AND USES WHICH LESSEE MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE LEASED PREMISES OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, INCLUDING, WITHOUT LIMITATION, THE AMERICANS WITH DISABILITIES ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, AND THE TEXAS ARCHITECTURAL BARRIERS ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, (E) THE HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE LEASED PREMISES, OR (F) ANY OTHER MATTER WITH RESPECT TO THE LEASED PREMISES, AND SPECIFICALLY THAT LESSOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING SOLID WASTE, AS DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261, OR THE DISPOSAL OR EXISTENCE, IN OR ON THE LEASED PREMISES, OF ANY

HAZARDOUS SUBSTANCE, AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, AND APPLICABLE STATE LAWS, AND REGULATIONS PROMULGATED THEREUNDER. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE LEASED PREMISES, LESSEE IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE LEASED PREMISES AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY LESSOR. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE LEASED PREMISES WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT LESSOR HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION.

LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT THE LEASE OF THE LEASED PREMISES AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS, WHERE IS" CONDITION AND BASIS "WITH ALL FAULTS". LESSEE ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THIS PARAGRAPH WERE A MATERIAL FACTOR IN THE DETERMINATION OF THE AMOUNT OF THE RENT OF THE LEASED PREMISES. THE TERMS OF THIS PARAGRAPH WILL SURVIVE ANY TERMINATION OF THIS LEASE.

16. CONDEMNATION. If during any term of this Lease, all of the Leased Premises are taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right or eminent domain, or are sold to the condemning authority under threat of condemnation, this Lease will terminate, effective as of the date the condemning authority takes the Leased Premises. If only a part of the Leased Premises shall be so taken or sold, but the remainder of the Leased Premises is not tenantable, Lessor may terminate this Lease at any time within Forty-Five (45) days following such taking or sale without liability to the Lessee. Any and all payments made for or arising from any such taking or for damages to the Leased Premises resulting therefrom shall belong and be payable entirely to Lessor.

17. LESSOR'S LEASE ADMINISTRATOR AND PROPERTY MANAGER. The Director of Facilities for the Williamson County (or as otherwise designated by Lessor), shall serve as the Lessor's lease administrator and property manager. The said lease administrator and property manager shall also serve as liaison between Williamson County and the Lessee.

Lessor's lease administrator and property manager contact information is as follows:

Williamson County Facilities
3101 S. E. Inner Loop
Georgetown, Texas 78626
Daytime Phone: (512) 943-1599
After Hours Phone: (512) 943-1389 or
(512) 943-1390
Fax: (512) 930-3313
Email: facilities@wilco.org

18. NOTICES. Any notice to be given hereunder shall be in writing and may be affected by personal delivery or in writing by certified mail, return receipt requested, addressed to the proper party, at the following addresses:

LESSOR: Williamson County Judge Bill Gravell (or successor)
710 South Main, Ste. 101
Georgetown, Texas 78626

LESSEE: Eric and Michelle Klingemann
c/o Sam Bass Covered Storage
4700 Sam Bass Road
Round Rock, TX 78681

Notices to Lessee may also be mailed or delivered to the Leased Premises and proof of mailing or posting of those notices to the Leased Premises will be deemed the equivalent of personal service on Lessee.

19. GENDER, NUMBER AND HEADINGS. Words of any gender used in this Lease Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Lease. The captions and paragraphs or letters appearing in this Lease are inserted only as a

matter of convenience and in no way define, limit, construe, or describe the scope or intent of the sections or articles of this Lease or affect this Lease in any way.

20. PLACE OF PERFORMANCE. This Lease shall be interpreted according to the laws of the State of Texas and shall be performed in Williamson County, Texas, and exclusive jurisdiction and venue shall lie in Williamson County, Texas.

21. TERMS INCLUSIVE. As used herein, the terms "Lessor" and "Lessee" include the plural whenever the context requires or admits.

22. SEVERABILITY. If any provision of this Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Lease will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Lease is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Lease and be deemed to be validated and enforceable.

23. GOVERNMENTAL IMMUNITY. Nothing in this Lease shall be deemed to waive, modify or amend any legal defense available at law or in equity to Lessor nor to create any legal rights or claim on behalf of any third party. Lessor does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

24. ASSIGNMENT. Lessee may not assign, in whole or in part, any interest it may have in this Lease.

25. NO INDEMNIFICATION BY LESSOR. Lessee acknowledges and agrees that Lessor, as a home rule city in the State of Texas, under the Constitution and the laws of the State of Texas, cannot enter into an agreement whereby it agrees to indemnify or hold harmless any other party, including but not limited to Lessee; therefore, all references of any kind, if any, to Lessor indemnifying, holding or saving harmless any other party, including but not limited to Lessee, for any reason whatsoever are hereby deemed void and deleted.

26. ENTIRE AGREEMENT. This Lease and its addenda, if any, sets forth all the promises, agreements, conditions, and understandings between Lessor and Lessee relative to the Leased Premises and supersedes any prior understandings or written or oral agreements between the parties with respect to the to the Leased Premises. There are no other promises, agreements, conditions, or understandings, either oral or written, between them. No subsequent alteration, amendment, change, or addition to this Lease will be binding on Lessor or Lessee unless in writing and signed by them and made a part of this Lease by direct reference.

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Lease to be effective as of the date of the last party's execution below.

Signed, sealed, and delivered in our presence as:

LESSOR:

WILLIAMSON COUNTY, TEXAS

By: _____

Printed Name: Bill Gravell Jr.

Representative
Capacity: County Judge

Date: _____ _____, 2021

LESSEE:

_____
ERIC KLINGEMANN

Date: _____

_____
MICHELLE KLINGEMANN

Date: _____

RULES AND REGULATIONS FOR COMMERCIAL USE AREAS OF LEASED PREMISES

1. Lessee shall not mark, drive nails, screw or drill into, paint or in any way deface the exterior walls, roof, foundations, bearing walls or pillars of the Leased Premises without prior written consent from Lessor. Lessee shall keep all sidewalk areas in, on and around the Leased Premises clean and free of debris. Lessee shall reimburse Lessor for the expense of cleaning or repairing any breakage, stoppage or damage resulting from a violation of this rule.

Other than any items existing as of the Commencement Date, no awning or shade shall be affixed or installed over or in the show windows or the exterior of the Leased Premises.

2. No boring or cutting for wires shall be allowed, except with Lessor's prior written approval.

3. Lessee shall not do anything in the Leased Premises, or bring or keep anything therein other than directly related to the uses expressly permitted in the Lease, which will in any way increase or tend to increase the risk of fire or the rate of fire insurance or which shall conflict with the regulations of the local fire department or other local or state laws, or with any insurance policy on the Leased Premises or any part thereof, or with any rules or regulations established by any administrative body or official having jurisdiction.

4. Lessee shall not use any machinery in the Leased Premises (regardless whether Lessor approved its installation) which may cause any unreasonable noise, vibration, or tremor to the floors or walls, or which by its weight might injure the floors of the Leased Premises.

5. Lessor may limit weight, size and position of all safes, fixtures, and other equipment used in the Leased Premises.

6. Lessee nor Lessee's officers, agents and employees shall make or permit any loud, unusual or improper noises or interfere in any way with other lessees or adjacent property owners, nor bring into nor keep within the Leased Premises any animal or bird (except for animals assisting handicapped persons), or any bicycle or other vehicle.

7. Unless expressly authorized in the Lease, Lessee shall have no right to place an antenna on the roof or exterior walls of the Leased Premises. Lessee is not allowed on the roof nor may Lessee place any material on, pierce, damage, add vents or other devices, or remove any part of the roof, at any time. The only persons allowed on the roof shall be those licensed and insured maintenance contractors which have received prior approval from Lessor.

8. All garbage, including wet garbage, refuse or trash, shall be placed by Lessee in the receptacles near the Leased Premises provided for that purpose.

9. Lessee shall not permit any chemicals, trash or other foreign materials to be deposited or disposed of in the Leased Premises except that trash which legally may be sent to the municipal or county landfill may be placed in the receptacles provided on the Leased Premises by Lessee. Hazardous chemicals are not prohibited on the Property.

10. Lessee, at Lessee's cost, shall service the Leased Premises on not less than on a quarterly basis to prevent the development of pests, roaches, rodents, ants, spiders, or etc.

11. Lessee shall cooperate with any security regulations issued by Lessor from time to time, and shall comply with instructions and/or directions of Lessor's duly authorized personnel for the protection of the Leased Premises.

12. No waiver of any rule or regulation by Lessor or Lessor's agent shall have any effect unless expressed in writing and signed by Lessor or its authorized agent.

13. Lessor reserves the right at any time to reasonably change or rescind any one or more of these rules or regulations or to make such other and further reasonable rules and regulations as in Lessor's judgment may from time to time be necessary for the management, safety, care and cleanliness of the Leased Premises, and for the preservation of good order therein, as well as for the convenience of lessees of premises adjoining the Leased Premises. Lessor shall not be responsible to Lessee or any other person for the non-observance or violation of the rules and regulations by any other Lessee or other person. Lessee shall be deemed to have read these rules and to have agreed to abide by them as a condition to its occupancy of the space herein leased.

14. In the event of any conflict between these rules and regulations or any further or modified rules and regulations from time to time issued by Lessor and the Lease provisions, the Lease provisions shall prevail.

COMMERCIAL PROPERTY LEASE AGREEMENT

THIS COMMERCIAL PROPERTY LEASE AGREEMENT (the "Lease") is made between the **Williamson County, Texas**, hereafter called "Lessor" or "Landlord", and **Eric Klingemann and Michelle Klingemann,** hereafter called "Lessee" or "Tenant".

The parties agree as follows:

AGREEMENT TO LEASE AND DESCRIPTION OF THE PROPERTY. The Lessor leases to the Lessee, and the Lessee rents from the Lessor, exclusive use of the following described commercial property space, subject only to Landlord's retained use of the Property by its staff, agents and consultants for investigation, testing, or other related activities in connection with future development of Landlord's proposed roadway and utility development project or additional improvements on the Premises, with at least forty-eight (48) hours advance notice to Tenant and which activities shall not otherwise unreasonably interfere with the Tenant's authorized leasehold uses specified herein:

All of a 10.01 AC tract of land in Williamson County, Texas, according to the map or plat thereof recorded in Document No. 2015020130 of the Official Public Records of Williamson County, Texas, also known as 4700 Sam Bass Road, Round Rock, Texas (the "Leased Premises").

1. TERMS OF LEASE.

A. **Lease Term.** The initial term of this Lease shall not exceed a maximum period of six (6) months, commencing on June 1, 2021 ("Commencement Date"), and ending at midnight on December 1, 2021 (the "Termination Date").

2. RENTAL.

A. Rental for Term. In advance on the First (1st) day of each calendar month, beginning on the Commencement Date, Lessee agrees to pay, without demand, deduction or offset, to Lessor TWO THOUSAND SIX HUNDRED DOLLARS ($2,600.00) as rent for the Leased Premises, at: Williamson County Auditor's Office, Attn: Finance Director, 710 Main Street, Suite 301, Georgetown, Texas 78626 or such other place as Lessor may designate in writing. Tenant shall additionally pay a prorated rental amount for any period between the Commencement Date and the date that the first rental payment is due as set out herein.

B. Untimely or Insufficient Payment of Rent. If Lessee fails to timely pay any month's rent, Lessee will pay Lessor an initial late charge of FIFTY DOLLARS ($50.00), plus additional late charges of TEN DOLLARS ($10.00) per day thereafter until rent is paid in full. Time is of the essence for the payment of rent. **Lessee hereby acknowledges that strict compliance with rental due dates is required and that there is no grace period pertaining to the payment of rent.** Any waiver of late charges or failure to collect late charges under this paragraph will not affect or diminish any other right or remedy Lessor may exercise, at law or in equity, for Lessee's failure to timely pay rent (including but not limited to reporting late payments to consumer reporting agencies).

Lessee further agrees to pay Lessor TWENTY-FIVE DOLLARS ($25.00) for each check Lessee tenders to Lessor which is returned by the institution on which it is drawn for any reason, plus initial and additional late charges until Lessor has received payment in full. Lessor may, upon written notice to Lessee, require Lessee to pay all rents by money

order, cashier's check, certified funds, or other means acceptable to Lessor.

3. OPTION TO EXTEND OR TERMINATE LEASE. In the event Tenant wishes to extend this lease following the initial term or any extended term thereafter, Tenant shall provide Landlord with a written request to extend the Lease. Following Landlord's receipt of Tenant's extension request, Landlord shall have the option to deny or accept the request, as it deems in the best interest of Landlord. If the Landlord accepts Tenant's extension request, the extended term shall begin on the expiration of the Initial Lease Term or the then current "Extension Term" of this Lease, as appropriate, and shall continue on a month-to-month basis, unless otherwise agreed with Landlord in writing. All terms, covenants, and provisions of this Lease shall apply to each such Extension Term, except that Landlord shall reserve the right to modify the duration of any Extension Term.

Tenant at its sole option may terminate this Lease at any time by delivering a minimum of thirty (30) days prior written notice of such early termination to Landlord.

4. TAXES.

A. Personal Property Taxes. Lessee agrees to pay any taxes levied against the personal property and trade fixtures of the Lessee in and about the Leased Premises, provided, however, that if any such taxes of Lessee are levied against Lessor or Lessor's property or if the assessed value of Lessor's property is increased by the inclusion of the value placed on Lessee's property and Lessor pays those taxes, Lessee, on demand, shall reimburse Lessor for all taxes actually paid on Lessee's behalf.

B. Real Property Taxes: Lessor agrees to pay all ad valorem taxes, assessments and governmental charges of any kind and nature whatsoever (hereinafter collectively referred

to as the "Taxes"), levied or assessed against the real property portion of the Leased Premises. Included also shall be all costs in contesting, rendering and otherwise adjusting the Taxes. In the event that such taxes are billed directly to Lessor, Lessor shall provide written notice of such billing to Lessee and Lessee shall pay Lessor all amounts of taxes owing within fourteen (14) calendar days from the date of Lessor's written notice.

1. **Remedy for Non-Payment:** If Lessee should fail to pay any Taxes, assessments, or governmental charges required to be paid by Lessee hereunder, in addition to any other remedies provided herein, Lessor may, if Lessor so elects, pay such Taxes, assessments and governmental charges. Any sums so paid by Lessor shall be deemed to be so much additional rental owing by Lessee to Lessor and due and payable upon demand as additional rental plus interest at the maximum rate of interest allowed by law from the date of payment by Lessor until repaid by Lessee. Any and all remedies that are set out herein for the late payment of rents may also be exercised by Lessor in relation to late payments of any Taxes, assessments, or governmental charges required to be paid by Lessee hereunder.

2. **Adjustment to Taxes; Contest of Taxes:**

Lessee may, at its sole cost and expense, in its own name(s), dispute and contest the Taxes for which Lessee is responsible by the terms herein by appropriate proceedings diligently conducted in good faith. The contest of taxes pursuant to this provision shall not excuse the payment of any taxes due and owing and which are the responsibility of Lessee under the terms

of this Lease.

5. UTILITIES. Lessee shall be responsible for arranging and paying for all utility services required in and to the Leased Premises. Such utility services shall include but not limited to electricity, gas, water, wastewater, telephone, IT communication services, alarm monitoring systems, television, sewer charges, and trash collection. Lessee further agrees to pay all connection fees, service fees, usage fees, and all other costs and fees for all utilities to the Leased Premises. Lessee must, at a minimum, keep the following utilities on at all times during any term of this Lease (to the extent they are available at the Leased Premises): gas; electricity; water; wastewater/sewer; and garbage services and collection. If the Lessee fails to keep said utilities on during any term of this Lease, Lessee shall be deemed to be in default of this Lease.

6. INDEMNIFICATION AND INSURANCE.

A. Indemnification of Lessor. **LESSEE AGREES TO INDEMNIFY AND HOLD HARMLESS LESSOR AND THE LEASED PREMISES FROM ALL COSTS, LOSSES, DAMAGES, LIABILITIES, EXPENSES, PENALTIES, AND FINES WHATSOEVER THAT MAY ARISE FROM OR BE CLAIMED AGAINST LESSOR AND/OR THE LEASED PREMISES BY ANY PERSON OR PERSONS FOR ANY INJURY TO PERSON OR PROPERTY OR DAMAGE OF WHATEVER KIND OR CHARACTER ARISING FROM THE USE OR OCCUPANCY OF THE LEASED PREMISES BY LESSEE; FROM ANY NEGLECT OR FAULT OF LESSEE OR THE AGENTS, EMPLOYEES, GUESTS AND/OR INVITEES OF LESSEE IN USING AND OCCUPYING THE LEASED PREMISES; OR FROM ANY FAILURE BY LESSEE TO COMPLY AND CONFORM WITH ALL LAWS, STATUTES, ORDINANCES, AND REGULATIONS OF ANY GOVERNMENTAL BODY OR SUBDIVISION NOW OR HEREAFTER IN FORCE. IF ANY LAWSUIT OR PROCEEDING SHALL BE BROUGHT AGAINST LESSOR OR THE LEASED PREMISES ON ACCOUNT OF ANY ALLEGED VIOLATIONS OR FAILURE TO COMPLY AND CONFORM OR ON ACCOUNT OF ANY DAMAGE, OMISSION, NEGLECT, OR USE OF THE LEASED PREMISES BY LESSEE, THE AGENTS, EMPLOYEES, GUESTS AND/OR INVITEES OF LESSEE, OR ANY OTHER PERSON ON THE LEASED PREMISES, LESSEE AGREES THAT LESSEE WILL DEFEND IT, PAY WHATEVER JUDGMENTS MAY BE RECOVERED AGAINST LESSOR OR AGAINST THE LEASED PREMISES ON ACCOUNT OF IT, AND PAY FOR ALL ATTORNEYS' FEES IN CONNECTION WITH IT, INCLUDING ATTORNEYS' FEES ON APPEAL.**

B. Insurance. Landlord may, but shall not be obligated to, carry any type of insurance coverage on the Premises or any insurance coverage that would provide coverage to the Tenant for damages resulting from personal injuries and/or for property loss. Tenant

acknowledges, however, that Tenant and Tenant's property will not be covered by any hazard insurance or other form of insurance that may be carried by Landlord. The Tenant assumes the risk of loss on all contents of the Leased Premises owned by the Tenant and/or personal injuries arises on the Leased Premises and Tenant hereby agrees to obtain any insurance coverage that Tenant desires or deems necessary in addition to the requirements below. Furthermore, any insurance obtained by Tenant shall be primary as to any other existing, valid, and collectible insurance Landlord may maintain. In order to insure the fulfillment of the above referenced indemnity provision, Lessee hereby agrees to maintain, at all times during any term of this Lease, at Lessee's sole cost, a comprehensive commercial public general liability insurance policy protecting Lessor against all claims or demands that may arise or be claimed on account of Lessee's business use of the Leased Premises, in an amount equal to the current policy claim limits per occurrence of accident and/or injury, for injuries to persons and damages to real and/or personal property. Said insurance shall be written by a company or companies acceptable to Lessor, authorized to engage in the business of general liability insurance in the state of Texas, and name Lessor as an additional insured. Furthermore, said insurance shall be primary as to any other existing, valid, and collectible insurance. Lessee shall deliver to Lessor annual certificates demonstrating that said insurance is paid up and copies of the insurance policies issued by the insurance companies.

Lessee acknowledges that Lessee's property will not be covered by any hazard insurance that may be carried by Lessor. The Lessee assumes the risk of loss on all contents of the Leased Premises owned by the Lessee, excluding the building structures and improvements

owned by the Lessor.

Lessee shall, within Ten (10) calendar days from the execution of this Lease or otherwise upon request from Lessor, obtain a certified statement by each insurance carrier containing a clause providing that the insurance carrier will give Lessor Thirty (30) days' written notice before any cancellation shall be effective.

7. SUBORDINATION. This Lease and all rights of Lessee under it are and shall be subject to and subordinate to the rights of any mortgage holder or security interest holder now or hereafter having a security interest in the Leased Premises or any other encumbrances Lessor desires to place on the Leased Premises.

8. LESSEE'S COVENANTS. Lessee further covenants and agrees as follows:

A. To pay the rent and provide the consideration for the Lease as it is set out herein; to use the Leased Premises in a legal, careful and proper manner solely for the express purpose(s) of onsite vehicle and personal property storage rental, and for no other use unless expressly allowed and approved by Lessor in writing; to not permit or allow anyone to discharge any type of firearm, ammunition or explosive on the Leased Premises, to commit or permit no waste or damages to the Leased Premises; to conduct or permit no business or act that is a nuisance or may be in violation of any federal, state, or local law or ordinance; to surrender the Leased Premises on expiration or termination of this Lease in clean condition and good repair, normal wear and tear excepted,

B. To comply with the Rules and Regulations attached hereto.

C. To prohibit and refrain from engaging or in allowing any use of the Leased Premises that will increase Lessor's premiums for insurance on the building(s) without the express written consent of Lessor.

D. MAINTENANCE AND REPAIR. At Tenant's expense, Tenant shall keep and maintain the Premises and appurtenances in good sanitary condition during the term of this Lease and any extension of it. In particular, Tenant shall promptly eliminate any dangerous condition on the Premises caused by Tenant or caused by Tenant's agent or visitor; take necessary precautions to prevent broken water pipes due to freezing; replace any lost or misplaced keys; pay any periodic, preventative, or additional extermination costs desired by Tenant; maintain and use reasonable diligence in maintaining the Premises, .

E. Deleted Tenant shall make all repairs to the Premises and improvements thereon, other than structural building component or roof repairs required to allow reasonable uses as identified above, which shall include but not be limited to the plumbing systems, cooking appliances, cooling system, heating system, sanitary systems, and other electric and gas fixtures which are required to keep the Premises in as good and commercially functional of a condition as existed upon entry, reasonable wear and tear excepted.

F. To make no alterations in or additions or improvements to the Leased Premises, install any equipment in or on the Leased Premises or maintain signs, other than existing as of the Commencement Date, advertising the Lessee on the Leased Premises without, in each case, obtaining the written consent of Lessor. Lessee agrees that it will make all such alterations, additions, and improvements in or to the Leased Premises at its own expense

and in compliance with all building codes, ordinances, and governmental regulations pertaining to such work, use, or occupancy. **In accordance with indemnification provision above, Lessee agrees that it will hold Lessor harmless against all expenses, liens, claims, and damages to either property or person that may or might arise because any repairs, alterations, additions, or improvements are made.**

G. To permit Lessor to enter, inspect, and make such repairs to the Leased Premises as Lessor may reasonably desire, at all reasonable times.

H. Lessee agrees that it is solely responsible for making, at its sole cost, any alterations, additions, or improvements to the Leased Premises that are mandated by any and all state, federal and local accessibility legal requirements ("accessibility alterations"). The allocation of responsibility to Lessee for compliance with accessibility legal requirements with respect to the Leased Premises is a material inducement for the parties to enter this Lease. The cost incurred on said accessibility alterations shall be borne solely by Lessee. Lessee must obtain the written consent of Lessor before making any type of accessibility alterations.

I. SECURITY DEVICES AND EXTERIOR DOOR LOCKS. The Texas Property Code requires that the Premises be equipped with certain types of locks and security devices. Said Code will govern the rights and obligations of the parties regarding security devices. **All notices or requests by Tenant for re-keying, changing, installing, repairing, or replacing security devices must be made in writing to the Landlord. All additional security devices or additional re-keying or replacement of security devices desired by Tenant shall be paid by Tenant**

J. SMOKE DETECTORS. The Texas Property Code requires that the Premises be equipped with smoke detectors in certain locations. Said Code will govern the rights and obligations of the parties regarding smoke detectors. **All requests for additional installation, inspection or repair of smoke detectors must be made in writing by Tenant to Landlord. Disconnecting or intentionally damaging a smoke detector or removing a battery without immediately replacing it with a working battery may subject Tenant to civil penalties and liability for damages and attorney fees under the Texas Property Code.**

J. Lessee agrees that any and all minor adults and/or children of guests or invitees of Lessee, who may be present on the Leased Premises from time to time, shall not be left unattended and shall be accompanied and supervised, at all times while on the Leased Premises, by such minor adult's and/or child's parent or legal guardian or otherwise licensed or responsible adult. Whether supervised or unsupervised by a parent or legal guardian, at no time shall such minor adults and/or children injure any person who may be present on the Leased Premises or otherwise damage the Leased Premises, any personal property situated on the Leased Premises, or any improvements situated thereon. In the event that such minor adults and/or children damage or destroy the Leased Premises or any improvements situated thereon or otherwise injure such persons who may be present on the Leased Premises, **Lessee hereby agrees that Lessee, in accordance with the indemnification provision above, shall be solely liable for any and all damages and/or injuries caused by such minor adults and/or children**. Immediately upon demand by Lessor, Lessee shall repair, at Lessee's sole cost, any and all damages caused to the Leased

Premises and/or any improvements situated thereon. In the event such minor adults and/or children cause injury to persons who are present on the Leased Premises, Lessee hereby agrees, in accordance with terms hereof, to be solely liable to such persons who are injured.

K. Lessee agrees that it is solely responsible for making, at its sole cost, any alterations, additions, or improvements to the Leased Premises which are mandated or otherwise may be required for the issuance of a certificate of occupancy from the local municipality or other governing body, if applicable. Furthermore, Lessee agrees that it is solely responsible, at its sole cost, for making all alterations, additions, or improvements necessary to the Leased Premises to cause the Leased Premises and its intended use to be in compliance with any laws, rules, ordinances, development codes or regulations of any applicable governmental authority, entity, or body, including, without limitation, the American's with Disabilities Act, the Federal Government, the local municipality, the County of Williamson, and the State of Texas. The allocation of responsibility to Lessee for compliance with said laws, rules, ordinances, development codes or regulations is a material inducement for the parties to enter into this Lease. The costs incurred in causing the Leased Premises and its intended use to be in compliance with said laws, rules, ordinances, development codes or regulations shall be solely borne by Lessee.

9. LESSOR'S COVENANTS. Lessor covenants and agrees as follows:

A. To warrant and defend Lessee in the enjoyment and peaceful possession of the Leased Premises during the aforesaid term.

B. If the Leased Premises are destroyed or so damaged by fire, casualty, or other disaster that they become untenantable, Lessor will have no obligation to render the Leased

Premises tenantable by repairs. If the Leased Premises are not rendered tenantable after a casualty loss as described herein, Lessor will have the right to terminate this Lease by written notice to Lessee.

10. DEFAULTS BY LESSEE. In addition to the remedies specifically set forth herein and those available at law or in equity, if Lessee fails to perform or breaches any term, condition or agreement set forth in this Lease, and this failure or breach continues for Ten (10) days after a written notice specifying the required performance has been given to the Lessee, Lessor may:

A. Enforce specific performance causing the Lessee to strictly comply with and perform such term, condition or agreement; and in this event, the Lessee shall pay the Lessor all expenses of the litigation, including reasonable attorneys' fees; or

B. institute action in a court of competent jurisdiction to terminate this Lease and sue for damages, and the Lessee shall pay the Lessor all expenses of the litigation, including reasonable attorneys' fees; or

C. may, but not be obligated to do so, enter the Leased Premises and perform Lessee's obligations for the account of and at the expense of Lessee. Bills for all amounts paid by Lessor and all losses, costs, and expenses incurred by Lessor in connection with such performance by Lessor pursuant to this clause, including without limitation, all amounts paid and costs and expenses incurred by Lessor for any property, material, labor or services provided, furnished, or rendered or caused to be provided, furnished or rendered, by Lessor to Lessee may be sent by Lessor to Lessee monthly or immediately, at Lessor’s option, and shall be due and payable by Lessee to Lessor as Additional Rent within Five (5) days after same is sent to Lessee by Lessor; or

D. terminate this Lease, without liability, by written notice to Lessee, in which event, the term and tenancy hereby created shall terminate on the Tenth (10^{th}) day after such notice is given (the "Termination Date") and Lessee shall within such Ten (10) day period vacate the Leased Premises and surrender them to Lessor in the state required under this Lease, with Lessor having the right to reenter and repossess the Leased Premises discharged of this Lease and to expel all occupants and to remove all property therefrom.

In addition to the remedies set forth herein and available at law, upon the occurrence of any default or breach, Lessor may enter and take possession of the Leased Premises by self-help, by picking or changing locks if necessary, and may lock out Lessee or any other person who may be occupying the Leased Premises, until the default is cured, without being liable for damages.

11. DEFAULTS BY LESSOR. Defaults by Lessor are failing to comply with any provision, term, condition or agreement of this Lease within Thirty (30) days after written notice from Lessee. Lessee's sole remedy for Lessor's default is to terminate this Lease.

12. INSOLVENCY, BANKRUPTCY, ETC., OF LESSEE. If Lessee is declared insolvent or adjudicated a bankrupt; if Lessee makes an assignment for the benefit of creditors; if Lessee's leasehold interest is sold under execution or by a trustee in bankruptcy; or if a receiver is appointed for Lessee, Lessor, without prejudice to its rights hereunder and at its option, may terminate this Lease and retake possession of the Leased Premises immediately and without notice to Lessee or any assignee, transferee, trustee, or any other person or persons, using force if necessary.

13. LESSOR TO HAVE LIEN. Lessor will have a lien against all goods, equipment, furniture, and other personal property of Lessee brought, stored, or kept on the Leased Premises during any term of this Lease, in the aggregate amount of all rent, damages, and other sums that

may at any time be owed by Lessee to Lessor under the Lease. In the event of any default by Lessee, Lessor may foreclose the lien in the same manner that a mortgage would be foreclosed and, in that event, Lessee shall be obligated for all court costs and reasonable attorneys' fees.

14. ELECTION BY LESSOR NOT EXCLUSIVE. The exercise by Lessor of any right or remedy to collect rent or enforce its rights under this Lease will not be a waiver or preclude the exercise of any other right or remedy afforded Lessor by this Lease or by statute or law. The failure of Lessor in one or more instances to insist on strict performance or observations of one or more of the covenants or conditions of this Lease or to exercise any remedy, privilege, or option conferred by this Lease on or reserved to Lessor shall not operate or be construed as a relinquishment or future waiver of the covenant or condition or the right to enforce it or to exercise that remedy, privilege, or option; that right shall continue in full force and effect. The receipt by Lessor of rent or any other payment or part of payment required to be made by the Lessee shall not act to waive any other additional rent or payment then due. Even with the knowledge of the breach of any covenant or condition of this Lease, receipt will not operate as or be deemed to be a waiver of this breach, and no waiver by Lessor of any of the provisions of this Lease, or any of Lessor's rights, remedies, privileges, or options under this Lease, will be deemed to have been made unless made by Lessor in writing.

Lessee will not assign or sublet this Lease.

15. LIMITATIONS OF WARRANTIES. LESSEE ACKNOWLEDGES AND AGREES THAT, OTHER THAN AS MAY BE SPECIFICALLY SET FORTH HEREIN, LESSOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE NATURE, QUALITY OR CONDITION OF THE LEASED PREMISES, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE LEASED PREMISES, (C) THE SUITABILITY OF THE LEASED

PREMISES FOR ANY AND ALL ACTIVITIES AND USES WHICH LESSEE MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE LEASED PREMISES OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, INCLUDING, WITHOUT LIMITATION, THE AMERICANS WITH DISABILITIES ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, AND THE TEXAS ARCHITECTURAL BARRIERS ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, (E) THE HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE LEASED PREMISES, OR (F) ANY OTHER MATTER WITH RESPECT TO THE LEASED PREMISES, AND SPECIFICALLY THAT LESSOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING SOLID WASTE, AS DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261, OR THE DISPOSAL OR EXISTENCE, IN OR ON THE LEASED PREMISES, OF ANY HAZARDOUS SUBSTANCE, AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, AND APPLICABLE STATE LAWS, AND REGULATIONS PROMULGATED THEREUNDER. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE LEASED PREMISES, LESSEE IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE LEASED PREMISES AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY LESSOR. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE LEASED PREMISES WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT LESSOR HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION.

LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT THE LEASE OF THE LEASED PREMISES AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS, WHERE IS" CONDITION AND BASIS "WITH ALL FAULTS". LESSEE ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THIS PARAGRAPH WERE A MATERIAL FACTOR IN THE DETERMINATION OF THE AMOUNT OF THE RENT OF THE LEASED PREMISES. THE TERMS OF THIS PARAGRAPH WILL SURVIVE ANY TERMINATION OF THIS LEASE.

16. Really?CONDEMNATION. If during any term of this Lease, all of the Leased Premises are taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right or eminent domain, or are sold to the condemning authority under threat of condemnation, this Lease will terminate, effective as of the date the condemning authority takes the Leased Premises. If only a part of the Leased Premises shall be so taken or sold, but the remainder of the Leased Premises is not tenantable, Lessor may terminate this Lease at any time within Forty-Five (45) days following such taking or sale without liability to the Lessee. Any and all payments made for or arising from any such taking or for damages to the Leased Premises

resulting therefrom shall belong and be payable entirely to Lessor.

17. LESSOR'S LEASE ADMINISTRATOR AND PROPERTY MANAGER. The Director of Facilities for the Williamson County (or as otherwise designated by Lessor), shall serve as the Lessor's lease administrator and property manager. The said lease administrator and property manager shall also serve as liaison between Williamson County and the Lessee. Lessor's lease administrator and property manager contact information is as follows:

Williamson County Facilities
3101 S. E. Inner Loop
Georgetown, Texas 78626
Daytime Phone: (512) 943-1599
After Hours Phone: (512) 943-1389 or
(512) 943-1390
Fax: (512) 930-3313
Email: facilities@wilco.org

18. NOTICES. Any notice to be given hereunder shall be in writing and may be affected by personal delivery or in writing by certified mail, return receipt requested, addressed to the proper party, at the following addresses:

LESSOR: Williamson County Judge Bill Gravell (or successor)
710 South Main, Ste. 101
Georgetown, Texas 78626

LESSEE: Eric and Michelle Klingemann
c/o Sam Bass Covered Storage
4700 Sam Bass Road
Round Rock, TX 78681

Notices to Lessee may also be mailed or delivered to the Leased Premises and proof of mailing or posting of those notices to the Leased Premises will be deemed the equivalent of personal service on Lessee.

19. GENDER, NUMBER AND HEADINGS. Words of any gender used in this Lease Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Lease. The captions and paragraphs or letters appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of the sections or articles of this Lease or affect this Lease in any way.

20. PLACE OF PERFORMANCE. This Lease shall be interpreted according to the laws of the State of Texas and shall be performed in Williamson County, Texas, and exclusive jurisdiction and venue shall lie in Williamson County, Texas.

21. TERMS INCLUSIVE. As used herein, the terms "Lessor" and "Lessee" include the plural whenever the context requires or admits.

22. SEVERABILITY. If any provision of this Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Lease will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Lease is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to

the maximum extent practicable, give effect to the intent of this Lease and be deemed to be validated and enforceable.

23. GOVERNMENTAL IMMUNITY. Nothing in this Lease shall be deemed to waive, modify or amend any legal defense available at law or in equity to Lessor nor to create any legal rights or claim on behalf of any third party. Lessor does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

24. ASSIGNMENT. Lessee may not assign, in whole or in part, any interest it may have in this Lease.

25. NO INDEMNIFICATION BY LESSOR. Lessee acknowledges and agrees that Lessor, as a home rule city in the State of Texas, under the Constitution and the laws of the State of Texas, cannot enter into an agreement whereby it agrees to indemnify or hold harmless any other party, including but not limited to Lessee; therefore, all references of any kind, if any, to Lessor indemnifying, holding or saving harmless any other party, including but not limited to Lessee, for any reason whatsoever are hereby deemed void and deleted.

26. ENTIRE AGREEMENT. This Lease and its addenda, if any, sets forth all the promises, agreements, conditions, and understandings between Lessor and Lessee relative to the Leased Premises and supersedes any prior understandings or written or oral agreements between the parties with respect to the to the Leased Premises. There are no other promises, agreements, conditions, or understandings, either oral or written, between them. No subsequent alteration, amendment, change, or addition to this Lease will be binding on Lessor or Lessee unless in writing

and signed by them and made a part of this Lease by direct reference.

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Lease to be effective as of the date of the last party's execution below.

Signed, sealed, and delivered in our presence as:

LESSOR:

WILLIAMSON COUNTY, TEXAS

By: _____

Printed Name: Bill Gravell Jr.

Representative
Capacity: County Judge

Date: _____ _____, 2021

LESSEE:

ERIC KLINGEMANN

Date: 13 MAY '21

MICHELLE KLINGEMANN

Date: 13 May 2021

RULES AND REGULATIONS FOR COMMERCIAL USE AREAS OF LEASED PREMISES

1. Lessee shall not mark, drive nails, screw or drill into, paint or in any way deface the exterior walls, roof, foundations, bearing walls or pillars of the Leased Premises without prior written consent from Lessor. Lessee shall keep all sidewalk areas in, on and around the Leased Premises clean and free of debris. Lessee shall reimburse Lessor for the expense of cleaning or repairing any breakage, stoppage or damage resulting from a violation of this rule.

Other than any items existing as of the Commencement Date, no awning or shade shall be affixed or installed over or in the show windows or the exterior of the Leased Premises.

2. No boring or cutting for wires shall be allowed, except with Lessor's prior written approval.

3. Lessee shall not do anything in the Leased Premises, or bring or keep anything therein other than directly related to the uses expressly permitted in the Lease, which will in any way increase or tend to increase the risk of fire or the rate of fire insurance or which shall conflict with the regulations of the local fire department or other local or state laws, or with any insurance policy on the Leased Premises or any part thereof, or with any rules or regulations established by any administrative body or official having jurisdiction.

4. Lessee shall not use any machinery in the Leased Premises (regardless whether Lessor approved its installation) which may cause any unreasonable noise, vibration, or tremor to the floors or walls, or which by its weight might injure the floors of the Leased Premises.

5. Lessor may limit weight, size and position of all safes, fixtures, and other equipment used in the Leased Premises.

6. Lessee nor Lessee's officers, agents and employees shall make or permit any loud, unusual or improper noises or interfere in any way with other lessees or adjacent property owners, nor bring into nor keep within the Leased Premises any animal or bird (except for animals assisting handicapped persons), or any bicycle or other vehicle.

7. Unless expressly authorized in the Lease, Lessee shall have no right to place an antenna on the roof or exterior walls of the Leased Premises. Lessee is not allowed on the roof nor may Lessee place any material on, pierce, damage, add vents or other devices, or remove any part of the roof, at any time. The only persons allowed on the roof shall be those licensed and insured maintenance contractors which have received prior approval from Lessor.

8. All garbage, including wet garbage, refuse or trash, shall be placed by Lessee in the receptacles near the Leased Premises provided for that purpose.

9. Lessee shall not permit any chemicals, trash or other foreign materials to be deposited or disposed of in the Leased Premises except that trash which legally may be sent to the municipal or county landfill may be placed in the receptacles provided on the Leased Premises by Lessee. Hazardous chemicals are not prohibited on the Property.

10. Lessee, at Lessee's cost, shall service the Leased Premises on not less than on a quarterly basis to prevent the development of pests, roaches, rodents, ants, spiders, or etc.

11. Lessee shall cooperate with any security regulations issued by Lessor from time to time, and shall comply with instructions and/or directions of Lessor's duly authorized personnel for the protection of the Leased Premises.

12. No waiver of any rule or regulation by Lessor or Lessor's agent shall have any effect unless expressed in writing and signed by Lessor or its authorized agent.

13. Lessor reserves the right at any time to reasonably change or rescind any one or more of these rules or regulations or to make such other and further reasonable rules and regulations as in Lessor's judgment may from time to time be necessary for the management, safety, care and cleanliness of the Leased Premises, and for the preservation of good order therein, as well as for the convenience of lessees of premises adjoining the Leased Premises. Lessor shall not be responsible to Lessee or any other person for the non-observance or violation of the rules and regulations by any other Lessee or other person. Lessee shall be deemed to have read these rules and to have agreed to abide by them as a condition to its occupancy of the space herein leased.

14. In the event of any conflict between these rules and regulations or any further or modified rules and regulations from time to time issued by Lessor and the Lease provisions, the Lease provisions shall prevail.

Commissioners Court - Regular Session **48.**

Meeting Date: 05/18/2021

Release of Easement

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Release of Easement on a portion of the right of way area of Breakaway Road, adjacent to Lot 50, Breakaway Park Section 3 according to the Plat recorded in cabinet J, Slide 377.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Release of Easement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	05/13/2021 10:04 AM

Form Started By: Charlie Crossfield Started On: 05/13/2021 09:30 AM

Final Approval Date: 05/13/2021

RELEASE OF EASEMENT

Date: _____,2021

Releasor/Easement Owner: WILLIAMSON COUNTY, TEXAS

Releasor's Mailing Address (including county):

Williamson County
710 Main Street, Suite 101
Georgetown, Texas 78626
Williamson County

Consideration:

TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration.

Property (with any improvements):

An easement for public roadway purposes in, over, across and upon that certain 0.361-acre tract of land, situated in the Samuel Daymon Survey, Abstract No. 170, Williamson County, Texas, being a portion of right of way Breakaway Road; said 0.361 acre described in further detail by metes and bounds in Exhibit "A" attached hereto and made a part hereof for all purposes ("Property").

For valuable consideration, the receipt of which is hereby acknowledged, Releasor/Easement Williamson County does abandon, release, and discharge all of its right, title, and interest in and to the Property for roadway use forever. Neither Releasor/Easement Owner nor its heirs, executors, administrators, successors, or assigns shall have, claim, or demand any right or title in and to the Property or any part of it.

This Release of Easement is given specifically and to release only the roadway easement rights across the Property shown on Exhibit "A" held by Williamson County for the benefit of the traveling public. The Property shall remain subject to the rights of any existing utilities, easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances validly existing and recorded in the Official Records of Williamson County, Texas.

When the context requires, singular nouns and pronouns include the plural.

[signature page follows]

EXECUTED on this the _____ day of _____,2021.

RELEASOR/EASEMENT OWNER:

WILLIAMSON COUNTY, TEXAS

By:_____
Bill Gravell Jr., County Judge

Acknowledgment

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the _____ day of _____, 2021 by Bill Gravell Jr., in the capacity and for the purposes and consideration recited herein.

_____
Notary Public, State of Texas

After recording return to:

Sheets & Crossfield, P.C.
309 East Main St.
Round Rock, Texas 78664

METES AND BOUNDS DESCRIPTION

FOR A 0.361 ACRE TRACT OF LAND SITUATED IN THE SAMUEL DAYMON SURVEY ABSTRACT NO. 170, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE RIGHT-OF-WAY AREA OF BREAKAWAY ROAD, ADJACENT TO LOT 50, BREAKAWAY PARK SECTION 3, ACCORDING TO THE MAP OR PLAT RECORDED IN CABINET J, SLIDE 377, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID 0.361 ACRE TRACT OF LAND BEING SURVEYED ON THE GROUND BY DIAMOND SURVEYING DURING THE MONTH OF MARCH, 2021 AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod found (not capped) monumenting the northwest corner of Lot 50 of said Breakaway Park Section 3, same being on a point in the easterly boundary line of the called 2.412-acre tract of land conveyed to the City of Cedar Park as recorded in Document No. 2004087313 of the Official Public Records of Williamson County, Texas, same being on the southwesterly terminus corner of Breakaway Road (70’ Right-of-Way width) as shown on said Breakaway Park Section 3, for the southwesterly corner and **POINT OF BEGINNING** hereof;

THENCE, **N 22°12'18" E** with the easterly boundary line of said 2.412-acre City of Cedar Park tract, same being with the westerly terminus line of said Breakaway Road, for a distance of **70.00 feet** to a 1/2" iron rod set with cap marked “Diamond Surveying” monumenting the northwesterly terminus corner of said Breakaway Road, same being on the southwest corner of Lot 51 of said Breakaway Park Section 3, for the northwesterly corner hereof, and from which an iron rod found (not capped) in the common boundary line of said Lot 51 and said City of Cedar Park 2.412-acre tract bears N 22°12’18’’ E for a distance of 180.46 feet;

THENCE, **S 67°44'11" E** with the southerly boundary line of said Lot 51, same being the northerly right-of-way line of said Breakaway Road, for a distance of **224.76 feet**, to a 1/2” iron rod set with cap marked “Diamond Surveying” for the northeasterly corner hereof, and from which a flagged lag bolt with square head found monumenting a point of curvature on westerly Right-of-Way line of Chitina Court, same being on the upper southeast corner of said Lot 51, bears S 67°44’11’’ E for a distance of 86.22 feet to an unmonumented point (searched for-not found), and N 67°00’20” E for a distance of 21.76 feet;

THENCE, **S 22°12'18" W** through the interior of said Breakaway Road right-of-way for a distance of **70.00 feet** to a 1/2" iron rod found (not capped) monumenting the northeasterly corner of said Lot 50, same being on the northwesterly corner of said Lot 49, same being on a point in the southerly right-of-way line of said Breakaway Road, for the southeasterly corner hereof, and from which a 1/2" iron rod found (not capped) monumenting the northeasterly corner of said Lot 49, bears S 67°50’27’’ E for a distance of 256.68 feet;

THENCE, **N 67°44'11" W** with said southerly right-of-way line of Breakaway Road, same being with the northerly boundary line of said Lot 50 for a distance of **224.76 feet** to the **POINT OF BEGINNING** hereof and containing 0.361 acres of land more or less.

BEARING BASIS: NAD-83, TEXAS CENTRAL (4203), STATE PLANE SYSTEM.

A survey drawing has been prepared to accompany this metes and bounds description.

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TX 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NO. 10006900

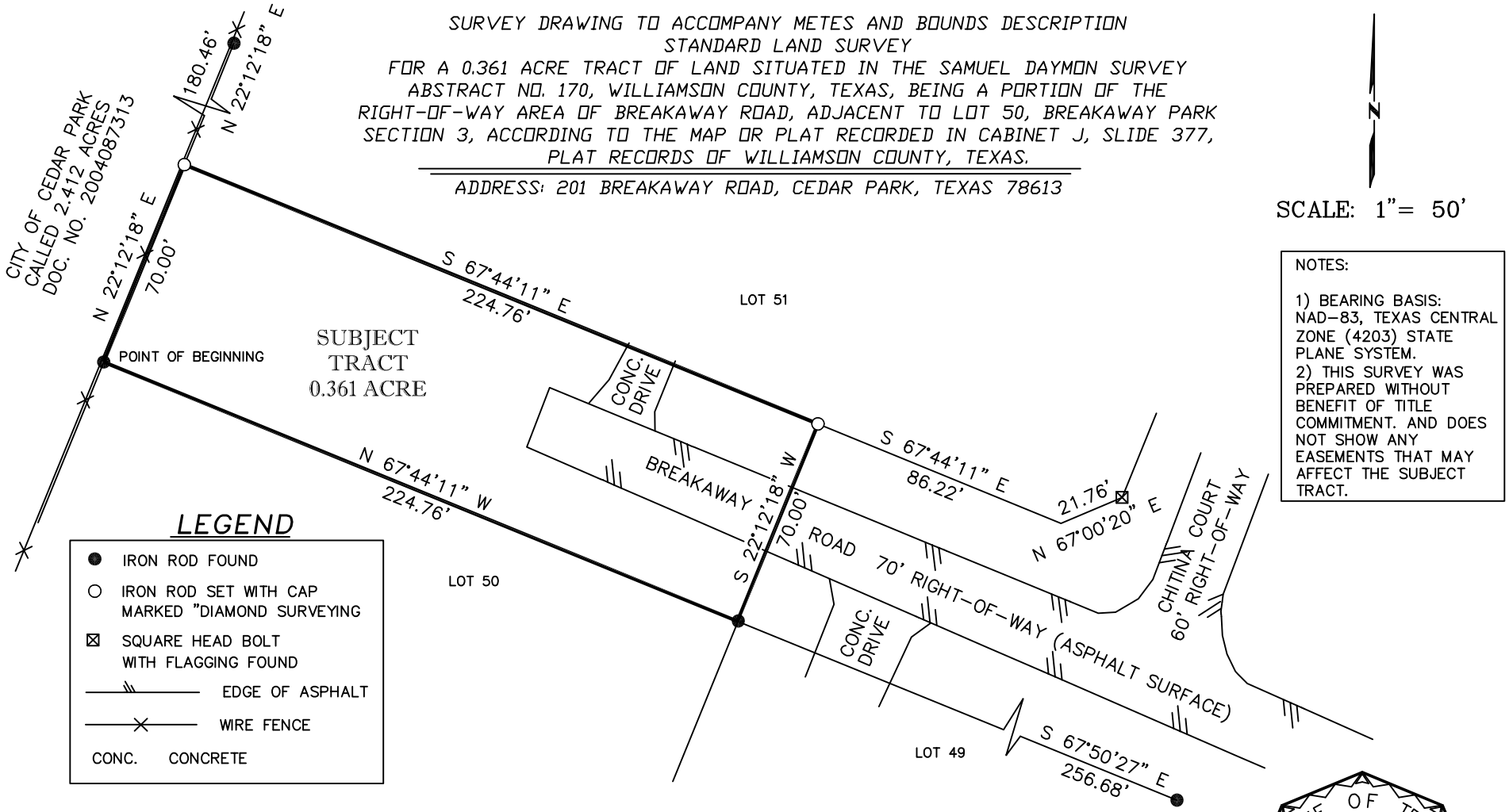
March 25, 2021

SHANE SHAFER, R.P.L.S. NO. 5281 DATE

SURVEY DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION
STANDARD LAND SURVEY
FOR A 0.361 ACRE TRACT OF LAND SITUATED IN THE SAMUEL DAYMON SURVEY ABSTRACT NO. 170, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE RIGHT-OF-WAY AREA OF BREAKAWAY ROAD, ADJACENT TO LOT 50, BREAKAWAY PARK SECTION 3, ACCORDING TO THE MAP OR PLAT RECORDED IN CABINET J, SLIDE 377, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS.

ADDRESS: 201 BREAKAWAY ROAD, CEDAR PARK, TEXAS 78613

SCALE: 1"= 50'



LEGEND

- IRON ROD FOUND
- IRON ROD SET WITH CAP MARKED "DIAMOND SURVEYING
- SQUARE HEAD BOLT WITH FLAGGING FOUND
- EDGE OF ASPHALT
- WIRE FENCE
- CONC. CONCRETE

NOTES:

1) BEARING BASIS: NAD-83, TEXAS CENTRAL ZONE (4203) STATE PLANE SYSTEM.
2) THIS SURVEY WAS PREPARED WITHOUT BENEFIT OF TITLE COMMITMENT. AND DOES NOT SHOW ANY EASEMENTS THAT MAY AFFECT THE SUBJECT TRACT.

To: PROSSNER AND ASSOCIATES, INC., exclusively.

I, Shane Shafer, Registered Professional Land Surveyor in the State of Texas, hereby certify that this drawing represents a survey made on the ground under my direct supervision completed on MARCH 22, 2021. At the time of this survey there were no encroachments, conflicts or protrusions apparent on the ground, EXCEPT AS SHOWN. This survey substantially complies with the standards for a CATEGORY 1B, CONDITION III STANDARD LAND SURVEY per the current Manual of Practice for Land Surveying in the State of Texas, issued by the Texas Society of Professional Surveyors. USE OF THIS SURVEY BY OTHER PARTIES SHALL BE AT THEIR OWN RISK AND UNDERSIGNED SURVEYOR IS NOT RESPONSIBLE FOR ANY LOSS RESULTING THEREFROM.

STATE OF TEXAS
REGISTERED
SHANE SHAFER
5281
PROFESSIONAL
LAND SURVEYOR

SHANE SHAFER, R.P.L.S. NO. 5281 — MARCH 25, 2021 DATE

DIAMOND SURVEYING, INC.
T.B.P.E.L.S. FIRM NO. 10006900
116 SKYLINE ROAD, GEORGETOWN, TX 78628
512-931-3100

Commissioners Court - Regular Session **49.**

Meeting Date: 05/18/2021

Wyoming Springs/Smyers Lane -ILA

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an Interlocal Agreement between Williamson County and the City of Round Rock, Texas Regarding the Design and Construction of the Wyoming Springs/Smyers Lane Intersection Project.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Wyoming Springs ILA

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	05/13/2021 10:05 AM

Form Started By: Charlie Crossfield Started On: 05/13/2021 09:44 AM

Final Approval Date: 05/13/2021

ROUND ROCK TEXAS
ADMINISTRATION

Mayor
Craig Morgan

Mayor Pro-Tem
Rene Flores

Councilmembers
Michelle Ly
Matthew Baker
Frank Ortega
Write Baese
Hilda Montgomery

City Manager
Laurie Hadley

City Attorney
Stephan L. Sheets

April 28, 2021

Williamson County
Attn: Nancy Rister, County Clerk
405 Martin Luther King Street
Georgetown, TX 78626

Dear Ms. Rister:

On April 22, 2021 the Round Rock City Council approved Resolution No. R-2021-105 which approved the Interlocal Agreement regarding Design and Construction of the Wyoming Springs/Smyers Lane Intersection project.

Enclosed are two partially executed originals for signature. Please return one fully executed original to:

City of Round Rock
City Clerk's Office
221 E. Main Street
Round Rock, TX 78634

If you have any questions, feel free to contact Gary Hudder, Transportation Director at (512) 218-7044.

Sincerely,

Meagan Spinks
Deputy City Clerk

cc: R-2021-105

INTERLOCAL AGREEMENT BETWEEN WILLIAMSON COUNTY AND THE CITY OF ROUND ROCK, TEXAS REGARDING THE DESIGN AND CONSTRUCTION OF THE WYOMING SPRINGS/ SMYERS LANE INTERSECTION PROJECT

THIS INTERLOCAL AGREEMENT is made and entered into effective this _____ day of _____, 2021, by and between WILLIAMSON COUNTY (the "County") and the CITY OF ROUND ROCK, TEXAS (the "City"), political subdivisions of the State of Texas.

WITNESSETH:

WHEREAS, V.T.C.A., Government Code, Chapter 791, the Texas Interlocal Cooperation Act, provides that any one or more public agencies may contract with each other for the performance of governmental functions or services for the promotion and protection of the health and welfare of the inhabitants of this State and the mutual benefit of the parties;

WHEREAS, the County has designed and will construct certain improvements at the intersection of Wyoming Springs and Smyers Lane (the "Project"), and the City will review and approve all construction plans, waive all permit fees, allow for construction within the city limits and will operate and maintain the roadways after completion of construction.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the undersigned parties agree as follows:

1. The City and the County have authorized and approved this Agreement by resolution or order adopted by their respective bodies, and this agreement will be in full force and effect when approved by each party.
2. The County agrees to pay all costs related to the design and construction of the Project, which is described as addition of a southbound left turn lane on Wyoming Springs at Smyers Lane.
3. The City agrees to waive all permit fees related to the Project.
4. The City has approved the current plans for the Project, and the County will submit to the City for approval any material changes to the plans.
5. The City agrees to be responsible for the operation and maintenance of the Project after completion and acceptance by the City.

6. Neither the City nor County waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

7. This Agreement may not be amended or modified except in writing executed by both the City and Williamson County, and authorized by their respective governing bodies.

8. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the Parties shall be construed and enforced in accordance therewith. The Parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is their desire and intention that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, to give effect to the intent of this Agreement and be deemed to be validated and enforceable.

9. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall be considered fully executed as of the date above first written, when all parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.

10. This Agreement shall commence upon execution of this Agreement and shall end upon the completion of the Project. The Parties acknowledge that the Project could take considerable time to design, due to the environmentally sensitive areas within the Project footprint. If the Project has not been completed within five (5) years after the Effective Date, the City and/or the County reserves the right to terminate this Agreement.

11. The Effective Date of this Agreement shall be on the date the last Party signs this Agreement.

12. Each Party, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents

of one Party shall not be deemed or construed to be the employees or agents of the other Party for any purpose.

IN WITNESS WHEREOF, the Parties have executed and attested this Agreement by their officers thereunto duly authorized.

(signatures on the following page)

WILLIAMSON COUNTY

By: _____
William Gravell, Jr., County Judge

Attest:

_____
Nancy Rister, County Clerk

CITY OF ROUND ROCK, TEXAS

By: _____
Craig Morgan, Mayor

Attest: _____
~~Sarah White, City~~ Clerk
Deputy City Clerk

Exhibit A

Location of Wyoming Springs Extension

WYOMING SPRINGS DRIVE
LEFT TURN LANE AT SMYERS LANE

PRECINCT NUMBER 1

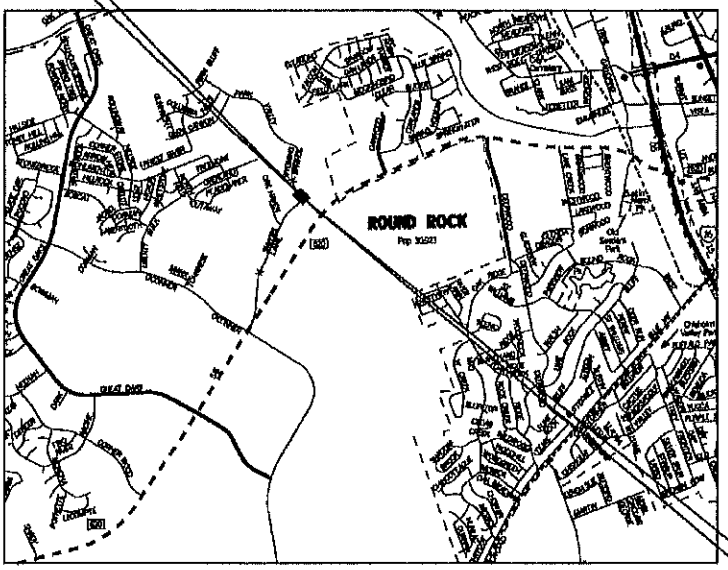
Williamson County Project No. IFB XXXX-XXX

NET LENGTH OF PROJECT = 270.5 FT (0.05 MILES)

LIMITS: WYOMING SPRINGS AT SMYERS LANE

FOR THE CONSTRUCTION OF ONE LEFT TURN LANE CONSISTING OF GRADING, PAVING, CURB, GUTTER, AND PAVEMENT MARKINGS.

END PROJECT
STA. 12+93.66



BEGIN PROJECT
STA. 10+23.21

VICINITY MAP
N.T.S.

EQUATIONS: NONE
EXCEPTIONS: NONE
RAILROAD CROSSINGS: NONE
WATERSHEDS: NONE
AREA OF DISTURBANCE: .07 ACRES

Commissioners Court - Regular Session **50.**

Meeting Date: 05/18/2021

Possession & Use Agreement- Sam Bass Rd.

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Possession and Use Agreement for Transportation Purposes with Bustle Investment Group, LLC for right of way needed on the Sam Bass Road project (Parcel 4). Funding Source: Road Bonds P462

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Bustle PUA

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	05/13/2021 10:05 AM

Form Started By: Charlie Crossfield Started On: 05/13/2021 09:46 AM

Final Approval Date: 05/13/2021

POSSESSION AND USE AGREEMENT FOR TRANSPORTATION PURPOSES

STATE OF TEXAS	§	
	§	Parcel No.: 4
COUNTY OF WILLIAMSON	§	Project: Corridor H

This Possession and Use Agreement For Transportation Purposes (the "Agreement") between WILLIAMSON COUNTY, TEXAS ("County"), and BUSTLE INVESTMENT GROUP, L.L.C. (the "Grantor" whether one or more), grants to the County, their contractors, agents and all others deemed necessary by the County, an irrevocable right to possession and use of the Grantor's property for the purpose of constructing a portion of Corridor H and related appurtenances and utility relocations (the "Roadway Construction Project"). The property subject to this Agreement is described more fully in field notes, plat map, or other description attached as "Exhibit A" and made a part of this Agreement by reference (the "Property").

1. For the consideration paid by the County which is set forth in Paragraph 2 below, the receipt and sufficiency of which is acknowledged, the Grantor grants, bargains, sells, and conveys to the County the right of entry and exclusive possession and use of the Property for the purpose of constructing a roadway, utility adjustments, and appurtenances thereto and the right to remove any improvements. Authorized activities include surveying, inspection, environmental studies, archeological studies, clearing, demolition, construction of permanent improvements, relocating, replacing, and improving existing utility facilities, locating new utility facilities, and other work required to be performed in connection with the Roadway Construction Project. This Possession and Use Agreement will extend to the County, its contractors and assigns, owners of any existing utilities on the Property and those which may be lawfully permitted on the Property by the County in the future, and all others deemed necessary by the County for the purpose of the Roadway Construction Project. This grant will allow the construction, relocation, replacement, repair, improvement, operation, and maintenance of utilities on the Property.

2. In full consideration for this irrevocable grant of possession and use and other Grantor covenants, warranties, and obligations under this Agreement, the County will tender to the Grantor the sum of **$132,526.80.** The Grantor agrees that this sum represents adequate and full compensation for the possession and use of the Property. The County will be entitled to take possession and use of the Property upon tender of payment as set out herein, subject to the conditions in paragraph 14 below, if any. The parties agree that the sum tendered represents **90%** of the County's approved value, which assumes no adverse environmental conditions affecting the value of the Property. The approved value is the County's determination of the just compensation owed to the Grantor for the real property interest to be acquired by the County in the Property, encumbered with the improvements thereon, if any, and damages to the remainder, if any, save and except all oil, gas and sulphur. The parties agree that the sum tendered to Grantor will be deducted from any final settlement amount, Special Commissioners' award or court judgment. In the event the amount of the final settlement or judgment for acquisition of the Property is less than the amount the County has paid for the possession and use of the Property, then the Grantor agrees that the original amount tendered represents an overpayment for the difference and, upon written notice from the County, the Grantor will promptly refund the overpayment to the County.

3. The effective date of this Agreement will be the date on which payment pursuant to Paragraph 2 above was tendered to the Grantor by the County, or disbursed to the Grantor by a title company acting as escrow agent for the transaction, (the "Effective Date").

4. The Grantor warrants and represents that the title to the Property is free and clear of all liens and encumbrances except as disclosed to Grantee in that certain title commitment numbered GF No. 1952115-KFO, issued January 22, 2021 by Independence Title (and any subsequent updates prior to the Effective Date) by Independence Title, and that proper releases, if any, will be executed for the Property prior to funds being disbursed under this Agreement. The Grantor further warrants that no other person or entity owns an interest in the fee title to the Property and further agrees to indemnify the County from all unreleased or undisclosed liens, claims or encumbrances affecting the Property.

   The above made warranties are made by Grantor and accepted by County subject the following:

   A. Visible and apparent easements not appearing of record;

   B. Any discrepancies, conflicts or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show; and,

   C. Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the Property, but only to the extent that said items are still valid and in force and effect at this time.

5. The parties agree that the valuation date for determining the amount of just compensation for the real property interest proposed to be acquired by the County in the Property, for negotiation or eminent domain proceeding purposes, will be the Effective Date.

6. This Agreement is made with the understanding that the County will continue to proceed with acquisition of a real property interest in the Property. The Grantor reserves all rights of compensation for the title and other interest in and to the Property which the Grantor holds as of the time immediately prior to the Effective Date of this Agreement. This Agreement shall in no way prejudice the Grantor's rights to receive full and just compensation as allowed by law for all of the Grantor's interests in and to the Property to be acquired by the County, encumbered with the improvements thereon, if any, and damages, if any, to the remainder of the Grantor's interest in any larger tract of which the Property is a part (the "Remainder"), all as the Property exists on the Effective Date of this Agreement. The County's removal or construction of improvements on the Property shall in no way affect the fair market value of the Property in determining compensation due to the Grantor in the eminent domain proceedings. No beneficial project influence will impact the appraised value of the Property to be acquired. This grant will not prejudice the Grantor's rights to any relocation benefits for which Grantor may be eligible.

7. In the event the County institutes or has instituted eminent domain proceedings, the County will not be liable to the Grantor for interest upon any award or judgment as a result of such proceedings for

any period of time prior to the date of the award. Any interest accrual penalties will be deferred by the County until 90 days after entry of judgment.

8. The purpose of this Agreement is to allow the County to proceed with its Roadway Construction Project without delay and to allow the Grantor to have the use at this time of a percentage of the estimated compensation for the County's acquisition of a real property interest in the Property. The Grantor expressly acknowledges that the proposed Roadway Construction Project is for a valid public use and voluntarily waives any right the Grantor has or may have, known or unknown, to contest the jurisdiction of the court in any condemnation proceeding for acquisition of the Property related to the Roadway Construction Project, based upon claims that the condemning authority has no authority to acquire the Property through eminent domain, has no valid public use for the Property, or that acquisition of the Property is not necessary for the public use.

9. The Grantor reserves all of the oil, gas, and sulphur in and under the land herein conveyed but waives all right of ingress and egress to the surface for the purpose of exploring, developing, mining or drilling. The extraction of oil, gas, and minerals may not affect the geological stability of the surface. Nothing in this reservation will affect the title and rights of the County to take and use all other minerals and materials thereon, and thereunder.

10. The undersigned Grantor agrees to pay as they become due, all ad valorem property taxes and special assessments assessed against Property until the Effective Date, including prorated taxes until the Effective Date for the year in which the County takes possession to the Property.

11. Notwithstanding the acquisition of right of possession to the Property by the County in a condemnation proceeding by depositing the Special Commissioners' award into the registry of the court within sixty (60) days after filing of said Award, less any amounts tendered to the Grantor pursuant to Paragraph 2 above, this Agreement shall continue to remain in effect until the County acquires title to the Property either by negotiation, settlement, or final court judgment.

12. This Agreement will also extend to and bind the heirs, devisees, executors, administrators, legal representatives, successors in interest, and assigns of the parties.

13. It is agreed the County will record this document.

14. Other conditions: N/A

15. By its authorized signature below the following Tenants which have a leasehold interest in the Property hereby consent in all things to Grantee taking exclusive and sole possession of the Property pursuant to the terms of this Agreement, and to Grantor receiving the consideration recited herein:

Tenants: _____

At no time during the possession of the Property by County for the purposes described herein shall Grantor be denied reasonable access and/or ingress to or egress from the remainder of Grantor's land for its current

uses, unless otherwise agreed to in writing in advance.

To have and to hold the Agreement herein described and conveyed, together with all the rights and appurtenances belonging to the County and its assigns forever, for the purposes and subject to the limitations set forth above.

GRANTOR:

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on this the 6 day of May, 2021 by SRINIVASA TATINENI, in the capacity and for the purposes and consideration recited herein.

Notary Public, State of Texas
Printed Name: SHANI COWART
My Commission Expires:

SHANI ERIN COWART
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 03/02/25
NOTARY ID 13102937-7

COUNTY:

WILLIAMSON COUNTY, TEXAS

By:_____
Bill Gravell, Jr.
County Judge

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF WILLIAMSON

This instrument was acknowledged before me on this the ___ day of _____, 2021 by Bill Gravell, Jr., County Judge of Williamson County, Texas, in the capacity and for the purposes and consideration recited herein.

_____
Notary Public, State of Texas
Printed Name:_____
My Commission Expires

EXHIBIT "A"

County: Williamson
Parcel No.: 4
Highway: C.R. 175 (Sam Bass Road)
Limits: From: F.M. 1431
To: 1,000' East of Wyoming Springs Drive

July 24, 2020

PROPERTY DESCRIPTION FOR PARCEL 4

DESCRIPTION OF A 0.366 ACRE (15,941 SQ. FT.) PARCEL OF LAND LOCATED IN THE W. ANDERSON SURVEY, ABSTRACT 15, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A LOT 4, SPANISH OAKS TERRACE, PHASE TWO, A SUBDIVSION OF RECORD IN CABINET C, SLIDE 48, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS (P.R.W.C.TX.), DESCRIBED IN A DEED TO BUSTLE INVESTMENT GROUP, LLC, RECORDED SEPTEMBER 13, 2019 IN DOCUMENT NO. 2019092139, OFFICAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.); SAID 0.366 ACRE (15,941 SQ. FT.) PARCEL, AS SHOWN ON A PLAT PREPARED BY SAM, LLC, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod found 488.29 feet right of County Road 175 (Sam Bass Road) Engineer's Centerline Station (E.C.S.) 261+37.48, for the southwest corner of said Lot 4, same being the southeast corner of Lot 5 of said Spanish Oaks Terrace Subdivision, described as a called 4.34 acre tract of land in a deed to Bustle Investment Group, LLC, recorded in Document No. 2018024886, O.P.R.W.C.TX.;

THENCE N 69°42'58" E, with the common line of said Lot 4 and Lot 3 of said Spanish Oaks Terrace Subdivision, described in a deed to Bustle Investment Group, LLC, recorded in Document No. 2019125401, O.P.R.W.C.TX., a distance of 424.30 feet to a calculated point** (Surface Coordinates: N=10,171,710.70, E=3,106,908.89) 64.00 feet right of Sam Bass Road E.C.S 261+40.67 on the proposed west right-of-way line of Sam Bass Road, for the southwest corner and **POINT OF BEGINNING** of the parcel described herein;

THENCE departing the common line of said Lot 4 and said Lot 3, with the proposed west right-of-way line of said Sam Bass Road, over and across said Lot 4, the following two (2) courses and distances numbered 1-2:

1) N 20°42'48" W, a distance of 346.18 feet to a calculated point** 64.00 feet right of Sam Bass Road E.C.S. 257+94.49, and

2) N 65°42'44" W, a distance of 102.93 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 136.78 feet right of Sam Bass Road E.C.S. 257+21.71 on the existing south right-of-way line of FM 1431 (E. Whitestone Blvd), a variable width right-of-way, recorded in Volume 875, Page 131, Deed Records of Williamson County, Texas (D.R.W.C.TX.), for the northwest corner of the parcel described herein, said point being the beginning of a curve to the right;

3) **THENCE** departing the proposed west right-of-way line of said Sam Bass Road with the existing south right-of-way line of said FM 1431 and said curve to the right, for an arc distance of 102.38 feet, through a central angle 00°46'41", having a radius of 7,539.44 feet, and a chord that bears N 69°10'22" E, a distance of 102.38 feet to a 5/8-inch iron rod found bent on the existing west right-of-way line of Sam Bass Road, a variable width right-of-way, no recorded information found, for the northeast corner of said Lot 4 and the parcel described herein;

4) **THENCE** S 21°16'39" E, departing the existing south right-of-way line of said FM 1431, with the existing west right-of-way line of said Sam Bass, a distance of 419.43 feet to a calculated point, for the northeast corner of said Lot 3, same being the southeast corner of said Lot 4 and the parcel described herein;

EXHIBIT "A"

County: Williamson
Parcel No.: 4
Highway: C.R. 175 (Sam Bass Road)
Limits: From: F.M. 1431
To: 1,000' East of Wyoming Springs Drive

5) **THENCE** S 69°42'58" W, departing the existing west right-of-way line of said Sam Bass Road, with the common line of said Lot 4 and said Lot 3, a distance of 33.73 feet to the **POINT OF BEGINNING**, and containing 0.366 acre (15,941 sq. ft.) of land, more or less.

This property description is accompanied by a separate plat of even date.

Bearing Basis:
All bearings shown are based on the Texas Coordinate System, Central Zone, NAD 83/2011. All distances shown are surface and may be converted to grid by dividing by a Surface Adjustment Factor of 1.00012. Units: U.S. Survey Feet.

**Unable to set at time of survey, 5/8" iron rod with an aluminum cap stamped "Williamson County" may be set upon completion of the road construction project under the supervision of a registered professional land surveyor.

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS §

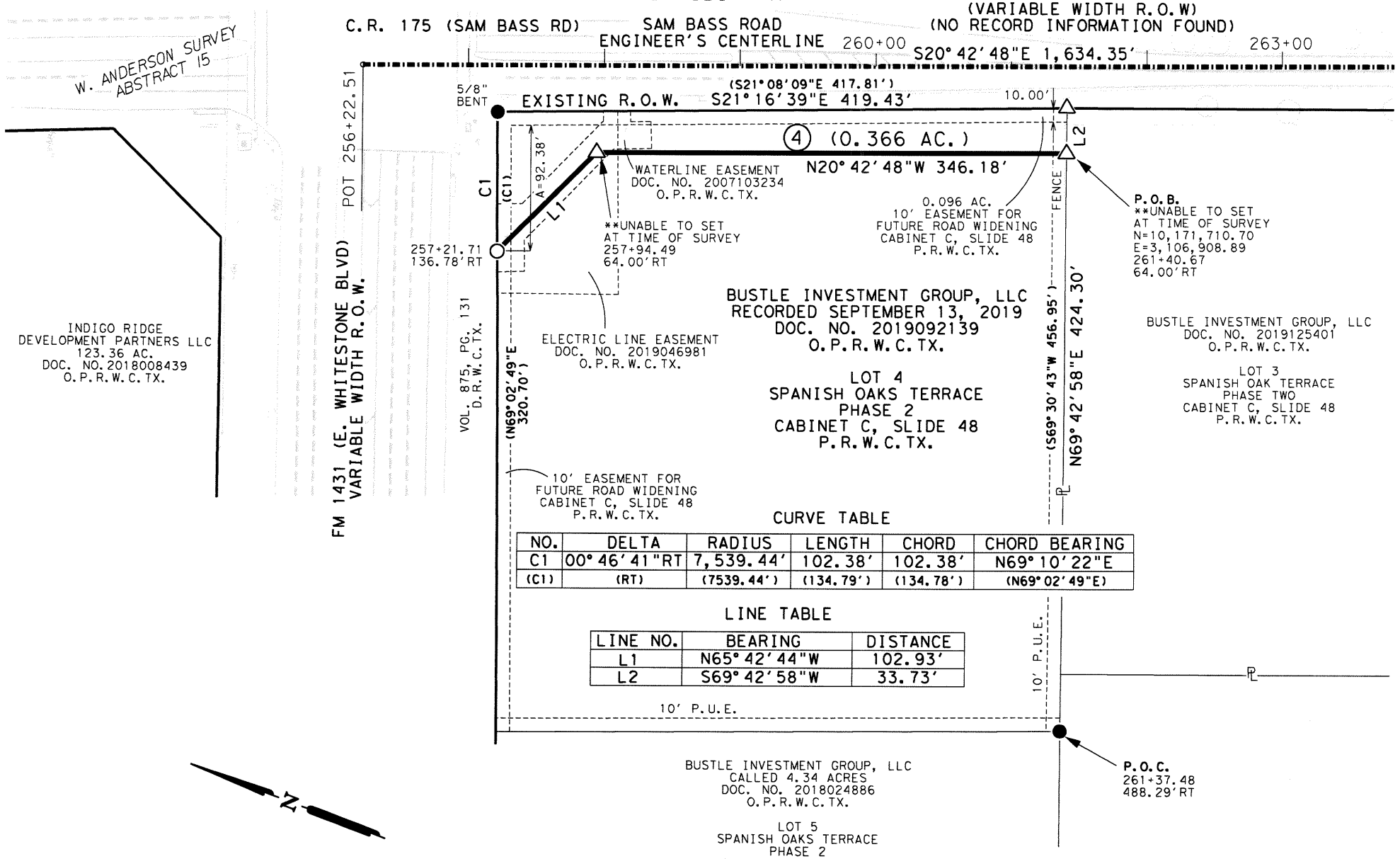
That I, Marvin Dearbonne Jr., a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on the date shown below.

SURVEYING AND MAPPING, LLC
4801 Southwest Pkwy
Building Two, Suite 100
Austin, Texas 78735
TX. Firm No. 10064300

24 JULY 2020
Marvin Dearbonne Jr. Date
Registered Professional Land Surveyor
No. 5697 – State of Texas

EXHIBIT "A"



CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	00° 46' 41"RT	7,539.44'	102.38'	102.38'	N69° 10' 22"E
(C1)	(RT)	(7539.44')	(134.79')	(134.78')	(N69° 02' 49"E)

LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	N65° 42' 44"W	102.93'
L2	S69° 42' 58"W	33.73'

REF. FIELD NOTE NO. 45808

FILE:\\saminc\aus\PROJECTS\1017038216\100\Survey\03Exhibits\4\PLAT\00\P-4.dgn

EXISTING	4.36 AC.	ACQUIRE	0.366 AC.	REMAINING	3.994 AC. RIGHT

SAM
SURVEYING · AERIAL MAPPING · ENGINEERING
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
BUSTLE INVESTMENT GROUP, LLC
PARCEL 4
0.366 AC. (15,941 SQ. FT.)

LEGEND

○	5/8" IRON ROD SET WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY"
●	1/2" IRON ROD FOUND UNLESS NOTED
⬡	FENCE POST (TYPE NOTED)
△	CALCULATED POINT
℄	PROPERTY LINE
( )	RECORD INFORMATION
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
P.O.R.	POINT OF REFERENCE
N.T.S.	NOT TO SCALE
D.R.W.C.TX.	DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
O.R.W.C.TX.	OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.TX.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
—/——	DISTANCE NOT TO SCALE
——1——	DEED LINE (COMMON OWNERSHIP)

NOTES:

1. ALL BEARINGS SHOWN ARE BASED ON NAD83/2011/NAVD88 TEXAS COORDINATE SYSTEM, CENTRAL ZONE. ALL DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.00012. ALL COORDINATES SHOWN ARE IN SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE SAME FACTOR. PROJECT UNITS ARE IN U.S. SURVEY FEET.
2. THIS SURVEY WAS COMPLETED WITH THE BENEFIT OF TITLE REPORT, PROVIDED BY TITLE RESOURCES GUARANTY COMPANY, GF NO. 1952115, EFFECTIVE DATE DECEMBER 23, 2019, AND ISSUED DATE JANUARY 3, 2020. THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.
3. SAM BASS ROAD ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM KFRIESE. SCHEMATIC RECEIVED BY SAM, LLC. IN APRIL, 2019.
4. THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.

* AREA CALCULATED BY SAM, LLC.

**UNABLE TO SET AT TIME OF SURVEY, 5/8" IRON ROD WITH AN ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" MAY BE SET UPON COMPLETION OF THE ROAD CONSTRUCTION PROJECT UNDER THE SUPERVISION OF A REGISTERED PROFESSIONAL LAND SURVEYOR.

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

MARVIN DEARBONNE JR.
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 5697, STATE OF TEXAS

24 JULY 2020
DATE

EXHIBIT "A"

SCHEDULE B:

THIS SURVEY HEREON WAS PREPARED IN CONJUCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. 1952115, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE DECEMBER 23, 2019, AND ISSUED DATE JANUARY 3, 2020.

1. RESTRICTIVE COVENANTS: CABINET C, SLIDE 48, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, DOCUMENT NO. 199938819, DOCUMENT NO. 2004067953, DOCUMENT NO. 2017024684, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

10A. 10' IN WIDTH ALONG STREETSIDE PROPERTY LINES FOR FUTURE ROAD WIDENING EASEMENT RECORDED IN CABINET C, SLIDE 48, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

B. 10' IN WIDTH ALONG ALL BOUNDARY LINES FOR PUBLIC UTILITIES EASEMENT RECORDED IN CABINET C, SLIDE 48, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

C. ELECTRC/TELEPHONE EASEMENT TO PEDERNALES ELECTRIC COOPERATIVE, INC. RECORDED IN VOLUME 601, PAGE 107, DEED RECORDS OF WILLIAMON COUNTY, TEXAS, UNPLOTTABLE, MAY AFFECT.

D. ELECTRC LINE EASEMENT TO LCRA TRANSMISISON SERVICES CORPORATION RECORDED IN DOCUMENT NO. 2019046981, OFFICIAL PUBLIC RECORDS OF WILLIAMON COUNTY, TEXAS, AFFECTS AS SHOWN.

E. TERMS, CONDITITIONS, AND STIPULATIONS IN THE INTERLOCAL AGREEMENT AS EVIDENCED IN AMENDMENT RECORDED IN DOCUMENT NO. 2006047401, OFFICIAL PUBLIC RECORDS OF WILLIAMON COUNTY, TEXAS, SUBJECT TO.

F. ANY AND ALL PORTION OF THE SUBJECT PROPERTY LYING WITHIN THE BOUNDARIES OF A PUBLIC OR PRIVATE ROADWAY.

G. ALL LEASES, GRANTS, EXCEPTION OR RESERVATION OF COAL, LIGNITE, OIL, GAS AND OTHER MINERAL, TOGETHER WITH ALL RIGHTS, PRIVILEGES, AND IMMUNITIES RELATING THERETO APPEARING IN THE PUBLIC RECORDS WHETHER LISTED IN SCHEDULE B OR NOT. THERE MAY BE LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF MINERAL INTEREST THAT ARE NOT LISTED.

H. RIGHTS OF PARTIES IN POSSESSION. (OWNER POLICY)

I. ANY VISIBILE AND APPARENT EASEMENT, EITHER PUBLIC OR PRIVATE, LOCATED ON OR ACROSS THE LAND, THE EXISTENCE OF WHICH IS NOT DISCLOSED BY THE PUBLIC RECORDS AS HEREIN DEFINED.

J. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARAIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND.

K. RIGHT OF TENANTS, AS TENANTS ONLU, UNDER ANY AND ALL UNRECORDED LEASES OR RENTAL AGREEMENTS.

STATE OF TEXAS
REGISTERED
MARVIN DEARBONNE JR.
5697
PROFESSIONAL
LAND SURVEYOR

REF. FIELD NOTE NO. 45808

FILE:\\saminc\aus\PROJECTS\1017038216\100\Survey\03Exhibits\4\PLAT\00\P-4.dgn

EXISTING	4.36 AC.	ACQUIRE	0.366 AC.	REMAINING	3.994 AC. RIGHT

SAM
SURVEYING·AERIAL MAPPING·ENGINEERING
4801 Southwest Parkway
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Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
BUSTLE INVESTMENT GROUP, LLC
PARCEL 4
0.366 AC. (15,941 SQ. FT.)

Commissioners Court - Regular Session **51.**

Meeting Date: 05/18/2021

Possession and Use Agreement- Sam Bass Rd.

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Possession and Use Agreement for Transportation Purposes with Bustle Investment Group, LLC for right of way needed on the Sam Bass Rd. project (Parcel 5). Funding Source: Road Bonds P462

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Bustle PUA

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	05/13/2021 10:06 AM

Form Started By: Charlie Crossfield Started On: 05/13/2021 09:49 AM

Final Approval Date: 05/13/2021

POSSESSION AND USE AGREEMENT FOR TRANSPORTATION PURPOSES

STATE OF TEXAS	§	
	§	Parcel No.: 5
COUNTY OF WILLIAMSON	§	Project: Corridor H

This Possession and Use Agreement For Transportation Purposes (the "Agreement") between WILLIAMSON COUNTY, TEXAS ("County"), and BUSTLE INVESTMENT GROUP, L.L.C. (the "Grantor" whether one or more), grants to the County, their contractors, agents and all others deemed necessary by the County, an irrevocable right to possession and use of the Grantor's property for the purpose of constructing a portion of Corridor H and related appurtenances and utility relocations (the "Roadway Construction Project"). The property subject to this Agreement is described more fully in field notes, plat map, or other description attached as "Exhibit A" and made a part of this Agreement by reference (the "Property").

1. For the consideration paid by the County which is set forth in Paragraph 2 below, the receipt and sufficiency of which is acknowledged, the Grantor grants, bargains, sells, and conveys to the County the right of entry and exclusive possession and use of the Property for the purpose of constructing a roadway, utility adjustments, and appurtenances thereto and the right to remove any improvements. Authorized activities include surveying, inspection, environmental studies, archeological studies, clearing, demolition, construction of permanent improvements, relocating, replacing, and improving existing utility facilities, locating new utility facilities, and other work required to be performed in connection with the Roadway Construction Project. This Possession and Use Agreement will extend to the County, its contractors and assigns, owners of any existing utilities on the Property and those which may be lawfully permitted on the Property by the County in the future, and all others deemed necessary by the County for the purpose of the Roadway Construction Project. This grant will allow the construction, relocation, replacement, repair, improvement, operation, and maintenance of utilities on the Property.

2. In full consideration for this irrevocable grant of possession and use and other Grantor covenants, warranties, and obligations under this Agreement, the County will tender to the Grantor the sum of **$78,326.10.** The Grantor agrees that this sum represents adequate and full compensation for the possession and use of the Property. The County will be entitled to take possession and use of the Property upon tender of payment as set out herein, subject to the conditions in paragraph 14 below, if any. The parties agree that the sum tendered represents **90%** of the County's approved value, which assumes no adverse environmental conditions affecting the value of the Property. The approved value is the County's determination of the just compensation owed to the Grantor for the real property interest to be acquired by the County in the Property, encumbered with the improvements thereon, if any, and damages to the remainder, if any, save and except all oil, gas, and sulphur. The parties agree that the sum tendered to Grantor will be deducted from any final settlement amount, Special Commissioners' award or court judgment. In the event the amount of the final settlement or judgment for acquisition of the Property is less than the amount the County has paid for the possession and use of the Property, then the Grantor agrees that the original amount tendered represents an overpayment for the difference and, upon written notice from the County, the Grantor will promptly refund the overpayment to the County.

3. The effective date of this Agreement will be the date on which payment pursuant to Paragraph 2 above was tendered to the Grantor by the County, or disbursed to the Grantor by a title company acting as escrow agent for the transaction, (the "Effective Date").

4. The Grantor warrants and represents that the title to the Property is free and clear of all liens and encumbrances except as disclosed to Grantee in that certain title commitment numbered GF No. 1952118-KFO, issued January 22, 2021 by Independence Title (and any subsequent updates prior to the Effective Date) by Independence Title, and that proper releases, if any, will be executed for the Property prior to funds being disbursed under this Agreement. The Grantor further warrants that no other person or entity owns an interest in the fee title to the Property and further agrees to indemnify the County from all unreleased or undisclosed liens, claims or encumbrances affecting the Property.

   The above made warranties are made by Grantor and accepted by County subject the following:

   A. Visible and apparent easements not appearing of record;

   B. Any discrepancies, conflicts or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show; and,

   C. Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the Property, but only to the extent that said items are still valid and in force and effect at this time.

5. The parties agree that the valuation date for determining the amount of just compensation for the real property interest proposed to be acquired by the County in the Property, for negotiation or eminent domain proceeding purposes, will be the Effective Date.

6. This Agreement is made with the understanding that the County will continue to proceed with acquisition of a real property interest in the Property. The Grantor reserves all rights of compensation for the title and other interest in and to the Property which the Grantor holds as of the time immediately prior to the Effective Date of this Agreement. This Agreement shall in no way prejudice the Grantor's rights to receive full and just compensation as allowed by law for all of the Grantor's interests in and to the Property to be acquired by the County, encumbered with the improvements thereon, if any, and damages, if any, to the remainder of the Grantor's interest in any larger tract of which the Property is a part (the "Remainder"), all as the Property exists on the Effective Date of this Agreement. The County's removal or construction of improvements on the Property shall in no way affect the fair market value of the Property in determining compensation due to the Grantor in the eminent domain proceedings. No beneficial project influence will impact the appraised value of the Property to be acquired. This grant will not prejudice the Grantor's rights to any relocation benefits for which Grantor may be eligible.

7. In the event the County institutes or has instituted eminent domain proceedings, the County will not be liable to the Grantor for interest upon any award or judgment as a result of such proceedings for

any period of time prior to the date of the award. Any interest accrual penalties will be deferred by the County until 90 days after entry of judgment.

8. The purpose of this Agreement is to allow the County to proceed with its Roadway Construction Project without delay and to allow the Grantor to have the use at this time of a percentage of the estimated compensation for the County's acquisition of a real property interest in the Property. The Grantor expressly acknowledges that the proposed Roadway Construction Project is for a valid public use and voluntarily waives any right the Grantor has or may have, known or unknown, to contest the jurisdiction of the court in any condemnation proceeding for acquisition of the Property related to the Roadway Construction Project, based upon claims that the condemning authority has no authority to acquire the Property through eminent domain, has no valid public use for the Property, or that acquisition of the Property is not necessary for the public use.

9. The Grantor reserves all of the oil, gas, and sulphur in and under the land herein conveyed but waives all right of ingress and egress to the surface for the purpose of exploring, developing, mining or drilling. The extraction of oil, gas, and minerals may not affect the geological stability of the surface. Nothing in this reservation will affect the title and rights of the County to take and use all other minerals and materials thereon, and thereunder.

10. The undersigned Grantor agrees to pay as they become due, all ad valorem property taxes and special assessments assessed against Property until the Effective Date, including prorated taxes until the Effective Date for the year in which the County takes possession of the Property.

11. Notwithstanding the acquisition of right of possession to the Property by the County in a condemnation proceeding by depositing the Special Commissioners' award into the registry of the court within sixty (60) days after filing of said Award, less any amounts tendered to the Grantor pursuant to Paragraph 2 above, this Agreement shall continue to remain in effect until the County acquires title to the Property either by negotiation, settlement, or final court judgment.

12. This Agreement will also extend to and bind the heirs, devisees, executors, administrators, legal representatives, successors in interest, and assigns of the parties.

13. It is agreed the County will record this document.

14. Other conditions: N/A

15. By its authorized signature below the following Tenants which have a leasehold interest in the Property hereby consent in all things to Grantee taking exclusive and sole possession of the Property pursuant to the terms of this Agreement, and to Grantor receiving the consideration recited herein:

Tenants: _____

At no time during the possession of the Property by County for the purposes described herein shall Grantor be denied reasonable access and/or ingress to or egress from the remainder of Grantor's land for its current

uses, unless otherwise agreed to in writing in advance.

To have and to hold the Agreement herein described and conveyed, together with all the rights and appurtenances belonging to the County and its assigns forever, for the purposes and subject to the limitations set forth above.

GRANTOR:

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on this the 6th day of MAY, 2021 by SAMANTHA TATINEM, in the capacity and for the purposes and consideration recited herein.

Notary Public, State of Texas
Printed Name: SHANI COWART
My Commission Expires:

SHANI ERIN COWART
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 03/02/25
NOTARY ID 13102937-7

COUNTY:

WILLIAMSON COUNTY, TEXAS

By:_____
Bill Gravell, Jr.
County Judge

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF WILLIAMSON

This instrument was acknowledged before me on this the ___ day of _____, 2021 by Bill Gravell, Jr., County Judge of Williamson County, Texas, in the capacity and for the purposes and consideration recited herein.

_____
Notary Public, State of Texas
Printed Name:_____
My Commission Expires

EXHIBIT "A"

County: Williamson
Parcel No.: 5
Highway: C.R. 175 (Sam Bass Road)
Limits: From: F.M. 1431
To: 1,000' East of Wyoming Springs Drive

July 24, 2020

PROPERTY DESCRIPTION FOR PARCEL 5

DESCRIPTION OF A 0.352 ACRE (15,311 SQ. FT.) PARCEL OF LAND LOCATED IN THE W. ANDERSON SURVEY, ABSTRACT 15, AND THE J.H. DILLARD SURVEY, ABSTRACT 179, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 3, SPANISH OAK TERRACE, PHASE TWO, A SUBDIVISION OF RECORD IN CABINET C, SLIDE 48, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS (P.R.W.C.TX.), DESCRIBED IN A DEED TO BUSTLE INVESTMENT GROUP, LLC, RECORDED DECEMBER 11, 2019 IN DOCUMENT NO. 2019125401, OFFICAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.); SAID 0.352 ACRE (15,311 SQ. FT.) PARCEL, AS SHOWN ON A PLAT PREPARED BY SAM, LLC, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod found 488.29 feet right of County Road 175 (Sam Bass Road) Engineer's Centerline Station (E.C.S.) 261+37.48 on the north line of Lot 15, of said Spanish Oaks Terrance Subdivision, described in a deed to M.A. Urbanczyk, Jr. & Linda G. Urbanczyk, recorded in Document No. 1999061910, O.P.R.W.C.TX., for the southwest corner Lot 4, of said Spanish Oak Terrace Subdivision, described in a deed to Bustle Investment, LLC, recorded in Document No. 2019092139, O.P.R.W.C.TX., same being the southeast corner of Lot 5, of said Spanish Oaks Terrance Subdivision, described in a deed to Bustle Investment Group, LLC, recorded in Document No. 2018024886, O.P.R.W.C.TX.;

THENCE N 69°42'58" E, with the common line of said Lot 15 and said Lot 4, a distance of 424.30 feet to a calculated point** (Surface Coordinates: N=10,171,710.70, E=3,106,908.89) 64.00 feet right of Sam Bass Road E.C.S 261+40.67 on the proposed west right-of-way line of Sam Bass Road, for the northwest corner and **POINT OF BEGINNING** of the parcel described herein;

1) **THENCE** N 69°42'58" E, departing the proposed west right-of-way line of said Sam Bass Road, continuing with the common line of said Lot 3 and said Lot 4, crossing at a distance of 23.73 feet the north line of a 10-feet wide Road Widening Easement show on the said Spanish Oaks Terrace subdivision plat, and continuing for a total distance of 33.73 feet to a calculated point on the existing west right-of-way line of Sam Bass Road, a variable width right-of-way, no record information found, for the southeast corner of said Lot 4, same being the northeast corner of said Lot 3 and of the parcel described herein;

2) **THENCE** S 20°24'05" E, departing the common line of said Lot 3 and Lot 4, with the existing west right-of-way of said Sam Bass Road and the east line of said 10-feet wide Road Widening Easement, a distance of 471.88 feet to a 5/8-inch iron with an aluminum cap stamped "WILLIAMSON COUNTY" (1/2-inch iron rod found but replaced with 5/8-inch iron with an aluminum cap stamped "WILLIAMSON COUNTY") set 32.84 feet right of Sam Bass Road E.C.S. 266+12.79 on the proposed west right-of-way line of said Sam Bass Road, for the northeast corner of Lot 2, of said Spanish Oak Terrace Subdivision, described in a deed to Amy Kwalwasser and Chris Kjeldsen, recorded in Book 2522, Page 494, Official Records of Williamson County, Texas (O.R.W.C.TX.), same being the southeast corner of Lot 3 and of the parcel described herein;

EXHIBIT "A"

County: Williamson
Parcel No.: 5
Highway: C.R. 175 (Sam Bass Road)
Limits: From: F.M. 1431
To: 1,000' East of Wyoming Springs Drive

THENCE, departing the existing west right-of-way line of said Sam Bass Road, with the proposed west right-of-way line of said Sam Bass Road, the following two (2) courses and distances numbered 3-4:

3) S 69°36'12" W, crossing at a distance of 10.00 feet the south line of said 10-feet wide Road Widening Easement, and continuing for a total distance of 31.16 feet to a calculated point** 64.00 feet right of Sam Bass Road E.C.S. 266+12.66, for the southwest corner of the parcel described herein, and

4) N 20°42'48" W, over and across said Lot 3, a distance of 471.95 feet to the **POINT OF BEGINNING**, and containing 0.352 acre (15,311 sq. ft.) of land, more or less.

This property description is accompanied by a separate plat of even date.

Bearing Basis:
All bearings shown are based on the Texas Coordinate System, Central Zone, NAD 83/2011. All distances shown are surface and may be converted to grid by dividing by a Surface Adjustment Factor of 1.00012. Units: U.S. Survey Feet.

**Unable to set at time of survey, 5/8" iron rod with an aluminum cap stamped "Williamson County" may be set upon completion of the road construction project under the supervision of a registered professional land surveyor.

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS §

That I, Marvin Dearbonne Jr, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on the date shown below.

SURVEYING AND MAPPING, LLC
4801 Southwest Pkwy
Building Two, Suite 100
Austin, Texas 78735
TX. Firm No. 10064300

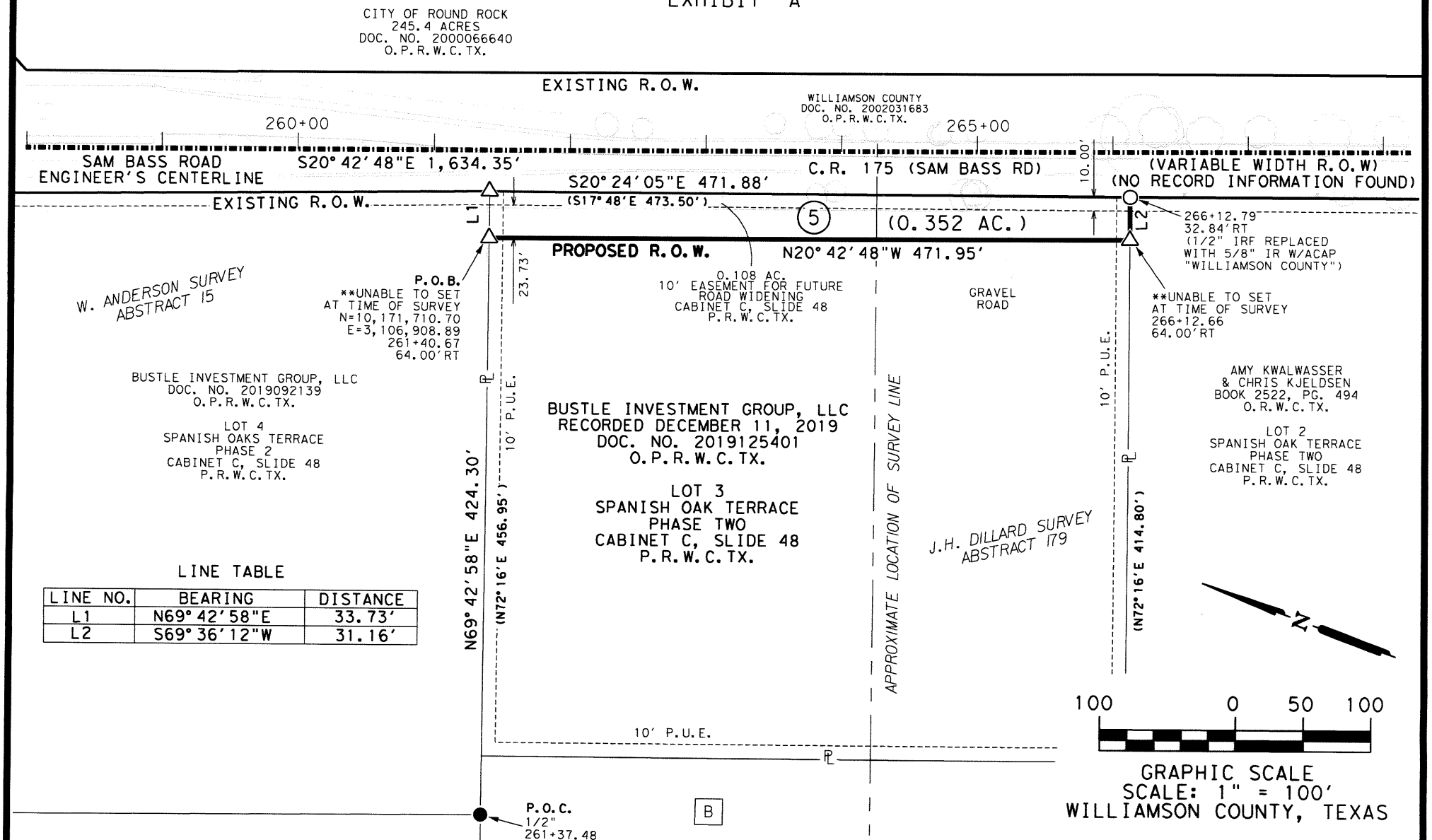
24 JULY 2020
Marvin Dearbonne Jr. Date
Registered Professional Land Surveyor
No. 5697 – State of Texas

STATE OF TEXAS REGISTERED MARVIN DEARBONNE JR. 5697 PROFESSIONAL LAND SURVEYOR

FN 45814

SAM Job No. 38216

EXHIBIT "A"



LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	N69°42'58"E	33.73'
L2	S69°36'12"W	31.16'

REF. FIELD NOTE NO. 45814

FILE:\\saminc\aus\PROJECTS\1017038216\100\Survey\03Exhibits\5\PLAT\00\P-5.dgn

EXISTING	*4.480 AC.	ACQUIRE	0.352 AC.	REMAINING	4.128 AC. RIGHT

SAM
SURVEYING·AERIAL MAPPING·ENGINEERING
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
BUSTLE INVESTMENT GROUP, LLC
PARCEL 5
0.352 AC. (15,311 SQ. FT.)

EXHIBIT "A"

LEGEND

○	5/8" IRON ROD SET WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY"
●	1/2" IRON ROD FOUND UNLESS NOTED
⬡	FENCE POST (TYPE NOTED)
△	CALCULATED POINT
℄	PROPERTY LINE
( )	RECORD INFORMATION
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
P.O.R.	POINT OF REFERENCE
N.T.S.	NOT TO SCALE
D.R.W.C.TX.	DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
O.R.W.C.TX.	OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.TX.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
--/---	DISTANCE NOT TO SCALE
---1---	DEED LINE (COMMON OWNERSHIP)

B

M.A. URBANCZYK, JR.
& LINDA G. URBANCZYK
DOC. NO. 1999061910
O.P.R.W.C.TX.

LOT 15
SPANISH OAKS TERRACE
PHASE 2
CABINET C, SLIDE 48
P.R.W.C.TX.

NOTES:

1. ALL BEARINGS SHOWN ARE BASED ON NAD83/2011/NAVD88 TEXAS COORDINATE SYSTEM, CENTRAL ZONE. ALL DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.00012. ALL COORDINATES SHOWN ARE IN SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE SAME FACTOR. PROJECT UNITS ARE IN U.S. SURVEY FEET.
2. THIS SURVEY WAS COMPLETED WITH THE BENEFIT OF TITLE REPORT, PROVIDED BY TITLE RESOURCES GUARANTY COMPANY, GF NO. 1952118, EFFECTIVE DATE DECEMBER 23, 2019, AND ISSUED DATE JANUARY 3, 2020. THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.
3. SAM BASS ROAD ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM KFRIESE. SCHEMATIC RECEIVED BY SAM, LLC. IN APRIL, 2019.
4. THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.

* AREA CALCULATED BY SAM, LLC.

**UNABLE TO SET AT TIME OF SURVEY, 5/8" IRON ROD WITH AN ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" MAY BE SET UPON COMPLETION OF THE ROAD CONSTRUCTION PROJECT UNDER THE SUPERVISION OF A REGISTERED PROFESSIONAL LAND SURVEYOR.

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

STATE OF TEXAS
REGISTERED
MARVIN DEARBONNE JR.
5697
PROFESSIONAL
LAND SURVEYOR

SCHEDULE B:

THIS SURVEY HEREON WAS PREPARED IN CONJUCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. 1952118, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE DECEMBER 23, 2019, AND ISSUED DATE JANUARY 3, 2020.

1. RESTRICTIVE COVENANTS: CABINET C, SLIDE 48, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, DOCUMENT NO. 199938819, DOCUMENT NO. 2004067953, DOCUMENT NO. 2017024684, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS. SUBJECT TO.

10A. 10' IN WIDTH ALONG STREETSIDE PROPERTY LINES FOR FUTURE ROAD WIDENING EASEMENT RECORDED IN CABINET C, SLIDE 48, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

B. 10' IN WIDTH ALONG ALL BOUNDARY LINES FOR PUBLIC UTILITIES EASEMENT RECORDED IN CABINET C, SLIDE 48, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

C. ELECTRC/TELEPHONE EASEMENT TO PEDERNALES ELECTRIC COOPERATIVE, INC. RECORDED IN VOLUME 601, PAGE 107, DEED RECORDS OF WILLIAMON COUNTY, TEXAS, UNPLOTTABLE, MAY AFFECT.

D. WATERLINE EASEMENT TO CITY OF ROUND ROCK, TEXAS RECORDED IN DOCUMENT NO. 2007103234, OFFICIAL PUBLIC RECORDS OF WILLIAMON COUNTY, TEXAS, DOES NOT AFFECT.

E. TERMS, CONDITITIONS, AND STIPULATIONS IN THE INTERLOCAL AGREEMENT AS EVIDENCED IN AMENDMENT RECORDED IN DOCUMENT NO. 2006047401, OFFICIAL PUBLIC RECORDS OF WILLIAMON COUNTY, TEXAS, SUBJECT TO.

F. ANY AND ALL PORTION OF THE SUBJECT PROPERTY LYING WITHIN THE BOUNDARIES OF A PUBLIC OR PRIVATE ROADWAY.

G. ALL LEASES, GRANTS, EXCEPTION OR RESERVATION OF COAL, LIGNITE, OIL, GAS AND OTHER MINERAL, TOGETHER WITH ALL RIGHTS, PRIVILEGES, AND IMMUNITIES RELATING THERETO APPEARING IN THE PUBLIC RECORDS WHETHER LISTED IN SCHEDULE B OR NOT. THERE MAY BE LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF MINERAL INTEREST THAT ARE NOT LISTED.

H. RIGHTS OF PARTIES IN POSSESSION. (OWNER POLICY)

I. ANY VISIBILE AND APPARENT EASEMENT, EITHER PUBLIC OR PRIVATE, LOCATED ON OR ACROSS THE LAND, THE EXISTENCE OF WHICH IS NOT DISCLOSED BY THE PUBLIC RECORDS AS HEREIN DEFINED.

J. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARAIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND.

K. RIGHT OF TENANTS, AS TENANTS ONLU, UNDER ANY AND ALL UNRECORDED LEASES OR RENTAL AGREEMENTS.

REF. FIELD NOTE NO. 45814

MARVIN DEARBONNE JR.
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 5697, STATE OF TEXAS

24 JULY 2020
DATE

FILE:\\saminc\aus\PROJECTS\1017038216\100\Survey\03Exhibits\5\PLAT\00\P-5.dgn

EXISTING	*4.480 AC.	ACQUIRE	0.352 AC.	REMAINING	4.128 AC. RIGHT

SAM
SURVEYING·AERIAL MAPPING·ENGINEERING
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
BUSTLE INVESTMENT GROUP, LLC
PARCEL 5
0.352 AC. (15,311 SQ. FT.)

Commissioners Court - Regular Session **52.**

Meeting Date: 05/18/2021

Executive Session

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Executive Session

Information

Agenda Item

Discuss real estate matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.072 Deliberation Regarding Real Estate Property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with third person.)

A. Real Estate Owned by Third Parties

Preliminary discussions relating to proposed or potential purchase or lease of property owned by third parties

a) Discuss the acquisition of real property for SW 183 and SH 29 Loop.
b) Discuss the acquisition of real property for CR 176 at RM 2243
c) Discuss the acquisition of real property: CR 278
d) Discuss the acquisition of real property for County Facilities.
e) Discuss the acquisition of real property for Seward Junction SE and SW Loop.
f) Discuss the acquisition of real property for SH 29 @ DB Wood.
g) Discuss the acquisition of real property for CR 366.
h) Discuss the acquisition of real property for N. Mays.
i) Discuss Somerset Road Districts No. 3 & 4 reimbursements for acquisition & construction of Reagan Blvd.
j) Discuss the acquisition of real property for CR 111.
k) Discuss the acquisition of real property for Corridor H
l) Discuss the acquisition of real property for future SH 29 corridor.
m) Discuss the acquisition of real property for the expansion of Ronald Reagan at IH 35.
n) Discuss the acquisition of right-of-way for Corridor C.
o) Discuss the acquisition of right-of-way for Corridor F.
p) Discuss the acquisition of right-of-way for Corridor D.
q) Discuss the acquisition of right-of-way for SE Loop/Corridor A.
r) Discuss the acquisition of right-of-way for Reagan extension.
s) Discuss the acquisition of real property for the Brushy Creek Trail Project.
t) Discuss the acquisition of drainage/detention easements for real property North of WMCO Juvenile Detention Center
u) Discuss the acquisition of the MKT Right of Way
v) Discuss acquisition of drainage easement in relation to County Road 176

B. Property or Real Estate owned by Williamson County

Preliminary discussions relating to proposed or potential sale or lease of property owned by the County

a) Discuss County owned real estate containing underground water rights and interests.
b) Discuss possible uses of property owned by Williamson County on Main St. between 3rd and 4th Streets. (formerly occupied by WCCHD)

c) Discuss property usage at Longhorn Junction
d) Discuss the sale of excess ROW at San Gabriel Parkway and Mel Mathis Ave.
e) Discuss county owned property located at Ed Schmidt Boulevard Hutto, Texas
f) Discuss the sale of property located at 900 S Main St., Taylor, 76574

C. Discuss the Williamson County Reimbursement Agreement for Construction of San Gabriel Blvd. and New Hope Road with the City of Leander and TIRZ #1

D. Discuss the Cobb Cavern Conservation Easement Amendment.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	05/13/2021 10:01 AM

Form Started By: Charlie Crossfield Started On: 05/13/2021 09:53 AM

Final Approval Date: 05/13/2021

Commissioners Court - Regular Session **53.**

Meeting Date: 05/18/2021

Economic Development

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Executive Session

Information

Agenda Item

Discussion regarding economic development negotiations pursuant to Texas Government Code, Section 551.087:

a) Business prospect(s) that may locate or expand within Williamson County.
b) Project Crystal
c) Project Winston
d) Project Solo
e) Project Stamp
f) Project Justice
g) Project Cutting Edge

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	05/13/2021 10:03 AM

Form Started By: Charlie Crossfield Started On: 05/13/2021 09:54 AM

Final Approval Date: 05/13/2021

Commissioners Court - Regular Session **57.**

Meeting Date: 05/18/2021

Conservation Easement Amendment

Submitted For: Gary Boyd **Submitted By:** Gary Boyd, Parks

Department: Parks

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a conservation easement amendment on property held for Williamson County Conservation Foundation.

Background

This Conservation Easement Amendment is a modification to the access road.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Conservation Easement Amendment

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	05/12/2021 04:00 PM
Form Started By: Gary Boyd		Started On: 05/12/2021 03:44 PM
Final Approval Date: 05/12/2021		

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

CONSERVATION EASEMENT AMENDMENT

STATE OF TEXAS §
§ KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

THIS CONSERVATION EASEMENT AMENDMENT ("Amendment") is made effective as of May _____, 2021, by Joe Bland Construction, L.P., a Texas limited partnership ("Bland"), Lyda Holdings, LLC, a Delaware limited liability company ("Lyda") and Williamson County ("Williamson County") and is as follows:

RECITALS

A. Bland is the owner of that certain tract of land in Williamson County, Texas, and being more particularly described by metes and bounds on **Exhibit "A"** attached hereto ("Bland Tract").

B. Lyda is the owner of that certain tract of land in Williamson County, Texas, and being more particularly described on **Exhibit "B"** attached hereto ("Lyda Tract"), which such tract includes the 64 Acre Tract and 98 Acre Tract (as defined below).

C. Portions of the Lyda Tract and the Bland Tract are subject to the terms and conditions of a Conservation Easement recorded under Document No. 2007032515 of the Official Public Records of Williamson County, Texas ("64 Acre CE Agreement"). In the 64 Acre CE Agreement, Lyda Family Trust, a predecessor in interest of both tracts granted to Williamson County and the Texas Parks and Wildlife Department (collectively, the "County"): (i) a conservation easement over and across approximately 64.4 acres ("64 Acre Tract") located on the Lyda Tract; and (ii) a non-exclusive thirty (30) foot wide right of way access easement (the "Initial County Access Easement") across a larger tract that included the Bland Tract and other land for access to the 64 Acre Tract. The access easement area for the Initial County Access Easement ("Initial County Access Easement Area") was approximately thirty (30) feet wide, that intersects with County Road 239 and meanders north as shown on Appendix 3 to the 64 Acre CE Agreement.

C. The Lyda Family Trust, the Grantor under the 64 Acre CE Agreement, further granted to the County an additional conservation easement over and across approximately 98.756 acres ("98 Acre Tract") located adjacent to and west of the 64 Acre Tract under that certain Conservation Easement recorded under Document No. 2012014593 of the Official Public Records of Williamson County, Texas (the "98 Acre CE Agreement") subject to the terms and conditions thereunder. Section 5.3 of the 98 Acre CE Agreement further provided non-exclusive access to the 98 Acre Tract over the Initial County Access Easement provided in the 64 Acre CE Agreement.

D. On or about December 31, 2020, Lyda and CCR Holdings 1, LLC, as predecessors in interest of the Grantor Tract, executed that certain Declaration of Access Easement recorded under Document No. 2021001637 of the Official Public Records of Williamson County, Texas ("2021 Easement Agreement"), which (i) granted an access easement along a portion of the Bland Tract for the benefit of the Lyda Tract and the Benefitted Parties (as defined in the 2021 Easement Agreement). The 2021 Easement Agreement also provided for the relocation of a portion of the Initial County Access Easement Area once a New Road (as defined in the 2021 Easement Agreement) was completed.

E. The 64 Acre CE Agreement provides the Initial County Access Easement Area (route and location) may be modified from time to time by Grantor (named in the 64 Acre CE Agreement) by designating in writing a new route and location along roads and lanes. The 64 Acre CE Agreement further provides the Initial County Access Easement Area, as may be modified from time to time, must be a minimum 15 feet in width, and must provide the County with unobstructed access to the 64 Acre Tract and to the Cave Entrance (defined in the 64 Acre CE Agreement). Provided the modified area meets such requirements, the 64 Acre CE Agreement provides that the Grantor and Grantee under such 64 Acre CE Agreement may record an amendment without the need of the Third Party Beneficiaries (as defined in the 64 Acre CE Agreement) to be a party to any such amendment.

F. Lyda is successor in interest to Grantor under the 64 Acre CE Agreement and under the 2021 Easement Agreement Bland previously agreed to permit the Country Access Easement to be relocated on the Bland Tract and Bland, Lyda and Williamson County now desire to amend the location of the Initial County Access Easement.

G. Bland has constructed the New Road (as defined in the 2021 Easement) that meets the requirements of the 64 Acre CE Agreement for any replacement access and Bland, Lyda and Williamson County now desire to enter into this Conservation Easement Amendment to replace the Initial County Access Easement in full the access easement provided for herein.

AMENDMENT TO EASEMENT

NOW, THEREFORE, Lyda, Bland and Williamson County hereby declare that the Bland Tract is hereby subjected to the provisions of this Conservation Easement Amendment and the Bland Tract shall be held, sold, transferred, conveyed, used, occupied, and mortgaged or otherwise encumbered subject to the covenants, conditions, and easements hereinafter set forth, which shall run with the title to the Bland Tract subject to this Conservation Easement Amendment, and shall be binding on all persons having any right, title, or interest in all or any portion of the Bland Tract, their respective heirs, legal representatives, successors, successors-in-title, and assigns and shall inure to the benefit of each and every owner of all or any portion thereof.

1. Amendment to the Conservation Access Easement. The existing Conservation Access Easement reflected in the 64 Acre CE Agreement reflected on Appendix 3 of the 64 Acre CE Agreement and incorporated into the 98 Acre CE Agreement is replaced by the Modified Access Easement (as defined below). For and in consideration of the benefits accruing to Bland as the owner of the Bland Tract and by reason of the conditions, covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and subject to the terms and conditions hereinafter set forth, Bland hereby grants sells, and conveys to the County and Third Party Beneficiaries (as defined in the 64 Acre CE Agreement) a non-exclusive, unrestricted access easement (the "Modified Access Easement") over, upon and across the Modified Easement Area (hereinafter defined) for pedestrian and vehicular ingress and egress to and from the 64 Acre Tract and the 98 Acre Tract, and portions thereof, to and from State Highway 195, but reserving all rights not inconsistent therewith, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold the easement, rights, and appurtenances to the County and Third Party Beneficiaries forever. The term "Modified Easement Area" as used herein collectively refers to two (2) tracts of land (a 7.675 acre tract and a 24.636 acre tract) described by metes and bounds on **Exhibit "C"** and as depicted on **Exhibit "D"**. The Modified Easement Area is the same area as granted under the 2021 Easement and is reflected on Exhibit "D" as the 60' wide access easement. The entirety of the Modified Easement Area is located on the Bland Tract, but Lyda is entering this Amendment as successor in interest to Grantor under the 64 Acre CE Agreement and the 98 Acre CE Agreement.

2. Character of Easement. The Modified Access Easement is appurtenant to and shall run with the Bland Tract and portions thereof, whether or not the Modified Access Easement is referenced or described in any conveyance of the Bland Tract or any portion thereof.

3. Use of the Easement. The easements, rights and privileges granted and imposed hereby shall be for the limited uses provided for in the 64 Acre CE Agreement and the 98 Acre CE Agreement. For all purposes under the 64 Acre CE Agreement and the 98 Acre CE Agreement: (i) the Modified Easement Area shall replace the Initial County Access Easement Area; and (ii) the Modified Access Easement shall replace the Initial County Access Easement. It is not intended by this Amendment to expand any use beyond what is provided for in the 64

Acre CE Agreement and the 98 Acre CE Agreement.

4. Termination of the Initial County Access Easement. Williamson County acknowledges that the Modified Access Easement Area meets the requirements of the 64 Acre CE Agreement and the 98 Acre CE Agreement and the Initial County Access Easement over the Initial County Access Easement Area is hereby terminated and such Initial County Access Easement Area shall no longer be subject to the 64 Acre CE Agreement.

5. Remaining Right for Relocation of Easement Area. Notwithstanding the Modified County Access Easement Area replacing the Initial County Access Easement Area, the rights provided to Grantor under the 64 Acre CE Agreement to modify the route of the access to the 64 Acre Tract as well as the 98 Acre Tract shall remain in full force and effect so long as any subsequent modifications meets the requirements provided for in the 64 Acre CE Agreement.

6. Disputes. Any disputes related to this Amendment shall be governed by the provisions of the 64 Acre CE Agreement.

(remainder of page intentionally omitted; signature page to follow)

LYDA HOLDINGS:

Lyda Holdings, LLC,
a Delaware limited liability company

By:_____
Clark E. Lyda, Manager

THE STATE OF TEXAS §
§
COUNTY OF Travis §

This instrument was acknowledged before me on the 12th day of May, 2021, by Clark E. Lyda, Manager of Lyda Holdings, LLC, a Delaware limited liability company, on behalf of said company.

(Notary Seal)

STRATTON HRNCIR NOTARY PUBLIC STATE OF TEXAS ID 130636720 EXP. 04-26-2024

_____
Notary Public of the State of Texas

BLAND:

JOE BLAND CONSTRUCTION, L.P., a Texas limited partnership

By: Bland, Inc., a Texas corporation, General Partner

By:_____
Joe E. Bland, President

THE STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of May, 2021, by Joe E. Bland, President of Bland, Inc., a Texas corporation, General Partner of Joe Bland Construction, L.P., a Texas limited partnership, on behalf of said limited partnership.

(Notary Seal)

_____

LYDA HOLDINGS:

Lyda Holdings, LLC,
a Delaware limited liability company

By:_____
Clark E. Lyda, Manager

THE STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of May, 2021, by Clark E. Lyda, Manager of Lyda Holdings, LLC, a Delaware limited liability company, on behalf of said company.

(Notary Seal)

_____
Notary Public of the State of Texas

BLAND:

JOE BLAND CONSTRUCTION, L.P., a Texas limited partnership

By: Bland, Inc., a Texas corporation, General Partner

By:_____
Joe E. Bland, President

THE STATE OF TEXAS §
§
COUNTY OF Travis §

This instrument was acknowledged before me on the 11th day of May, 2021, by Joe E. Bland, President of Bland, Inc., a Texas corporation, General Partner of Joe Bland Construction, L.P., a Texas limited partnership, on behalf of said limited partnership.

(Notary Seal)

BECKY RUIZ
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 03/09/25
NOTARY ID 13102343-5

_____
Notary Public of the State of Texas

Notary Public of the State of Texas

WILLIAMSON COUNTY:
Williamson County, Texas

_____
Name: _____
Title: _____

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the _____ day of _____, 2021, by _____, the _____ of Williamson County on behalf of Williamson County, Texas.

(Notary Seal)

_____
Notary Public of the State of Texas

EXHIBIT "A"

Legal Description of Bland Tract

BEING 412.339 acres in Williamson County, Texas; situated in the J.A.F. Graves Survey, Abstract No. 244, the Pleasant Bull Heirs Survey, Abstract No. 70 and the John Hamilton Survey, Abstract No. 289, being a portion of Tract I, called 1640.26-acres as described in a deed from Clay Houston Shivers, and Harold E. Shivers Trustees, to Lyda Family Trust, Clark E. Lyda, Trustee, of record in Doc. 9605280 of the Official Public Records of Williamson County, Texas, and being more particularly described as follows:

BEGINNING FOR REFERENCE at the lower northwest corner of said 1640.26 acre tract, same being on the southwest corner of the 38.03 acre tract conveyed to Reed and Mary Hamm as recorded in Document No. 2015063978 of the Official Public Records of Williamson County, Texas;

THENCE with the westerly boundary line of said Lyda 1640.26-acre tract the following four (4) courses and distances:

1. **S 20º01'06" E for a distance of 707.88 feet;**
2. **S 20º52'40" E for a distance of 630.70 feet;**
3. **S 22º34'50" E for a distance of 259.23 feet;**
4. **S 22º03'09" E for a distance of 154.14 feet to the northwest corner and POINT OF BEGINNING hereof;**

THENCE through the interior of said Lyda 1640.26-acre tract
N 76º46'20" E for a distance of 121.25 feet to the southwest corner of the 83.856-acre Conservation Easement tract described in Exhibit A as recorded in Document No. 2012014593 of the Deed Records of Williamson County, Texas;

THENCE with continuing through the said interior of Lyda 1640.26-acre tract, with the southerly boundary line of said 83.856-acre Conservation Easement tract, N 76º46'20" E for a distance of 3,196.75 feet to the southeast corner of said 83.858-acre conservation Easement tract, same being the southwest corner of the 14.00-acre Conservation Easement tract described in Exhibit B as recorded in said Document No. 2012014593;

THENCE continuing through the said interior of Lyda 1640.26-acre tract, with the southerly boundary line of said 14.00-acre Conservation Easement tract, N 76º46'20" E for a distance of 648.68 feet to the southeast corner of said 14.00-acre Conservation Easement tract, same being on a point in the westerly boundary line of the 64.4-acre Conservation Easement tract described in Document No. 2007032515 of the Deed Records of Williamson County, Texas;

THENCE continuing through the said interior of Lyda 1640.26-acre tract with the westerly and southerly boundary lines of said 64.4-acre Conservation Easement tract the following three (3) courses and distances:

1. **S 20º53'43" E for a distance of 57.57 feet;**
2. **S 52º50'54" E for a distance of 537.93 feet;**
3. **N 69º24'47" E for a distance of 1,150.82 feet to the southeast corner of said 14.00-acre Conservation Easement tract;**

THENCE continuing through the said interior of Lyda 1640.26- acre tract N 69º24'47" E for a distance of 1,827.43 feet to a point in the easterly boundary line of said Lyda 1640.26-acre tract for the northeast corner hereof;

THENCE with the said easterly boundary line of Lyda 1640.26-acre tract S 20º58'43" E for a distance of 1,509.98 feet to the northeast corner of the 25.0-acre tract of land conveyed to Joe Bland Construction, L.P. as

recorded in Exhibit A-2 of Document No. 2019037202 of the Official Public Records of Williamson County, Texas, for the southeast corner hereof;

THENCE with the northerly and westerly boundary line of said 25.0-acre Bland tract the following two (2) courses and distances:

1. S 69º01'17" W for a distance of 2,712.05 feet;

2. S 27º53'44" W for a distance of 447.47 feet to the southwest corner of said 25.0-acre Bland tract, same being on the northwest corner of the 180.16-acre tract of land conveyed to Joe Bland Construction L.P. as recorded in Exhibit A-1 of said Document No. 2019037202;

THENCE with the westerly boundary line of said 180.16-acre Bland tract the following eight (8) courses and distances:

1. S 27º53'44" W for a distance of 2,463.13 feet;

2. S 72º31'48" W for a distance of 83.27 feet;

3. S 15º43'32" E for a distance of 236.57 feet;

4. S 15º26'32" E for a distance of 252.74 feet;

5. S 15º28'15" E for a distance of 429.83 feet;

6. S 30º45'29" E for a distance of 345.40 feet;

7. S 46º02'44" E for a distance of 1,599.05 feet;

8. S 28º49'02" E for a distance of 1,356.71 feet to the southwest corner of said 180.16-acre Bland tract of land, same being the northwest corner of the 60.465-acre tract of land conveyed to Joe Bland Construction, L.P. as recorded in document No. 2019037203 of the Official Public Records of Williamson County, Texas;

THENCE with the westerly boundary line of said 60.465-acre Bland tract of land S 28º49'02" E for a distance of 552.63 feet to an angle point;

THENCE with the southerly boundary line of said 60.465-acre Bland tract of land the following four (4) courses and distances:

1. S 69º04'06" W for a distance of 1,541.10 feet;

2. S 34º09'20" W for a distance of 37.71 feet;

3. With a curve to the right having an arc length of 114.12 feet, a radius of 792.00 feet, and a chord of S 00º23'04" E 114.02 feet;

4. S 03º44'36" W for a distance of 50.75 feet to a point in the northerly right-of-way line of SH 195;

THENCE with the said northerly right-of-way line of SH 195 the following six (6) courses and distances:

1. N 85º19'56" W for a distance of 97.64 feet;

2. N 85º17'16" W for a distance of 305.64 feet;

3. N 80º07'09" W for a distance of 166.03 feet;

4. N 83º38'54" W for a distance of 97.44 feet;

5. S 85º10'15" W for a distance of 55.35 feet;

6. S 85º32'36" W for a distance of 44.27 feet to the most southwesterly corner hereof, same being on a point in the southerly boundary line of the remnant portion of the 14.60-acre tract of land conveyed to Cobb Springs Ranch, LTD. as recorded in Document 2006011193 of the Official Public Records of Williamson County, Texas;

THENCE in part with the southerly boundary line of said remnant portion of the 14.60-acre Cobb Springs Ranch, LTD., and in part with the southerly boundary line of the 502.38-acre tract of land conveyed to Cobb Springs Ranch, LTD. as recorded in Document No. 9838600 of the Official Public Records of Williamson County, Texas, the following five (5) courses and distances:

1. N 74º06'25" E for a distance of 143.69 feet;

2. N 69º04'06" E for a distance of 1,285.00 feet;

3. N 66º57'32" E for a distance of 52.89 feet;

4. N 66º00'44" E for a distance of 295.27 feet;

5. N 63º40'59" E for a distance of 330.51 feet to the southeast corner of said 502.38-acre Cobb Springs Ranch, LTD. tract of land;

THENCE with the westerly boundary line of said Lyda 1640.26-acre tract of land, same being with the easterly boundary line of said 502.38-acre Cobb Springs Ranch, LTD tract of land, the following twenty-two (22) courses and distances:

1. N 27º21'30" W, 1,656.07 feet;

2. N 45º45'40" W, 1,803.89 feet;

3. N 15º28'15" W, 647.16 feet:

4. N 15º26'32" W, 252.43 feet;

5. N 15º43'32" W, 231.96 feet;

6. N 57º05'47" W, 483.58 feet;

7. N 49º48'37" W, 419.28 feet;

8. N 44º43'36" W, 164.33 feet:

9. N 27º38'38" W, 178.92 feet;

10. N 24º12'21" W, 73.34 feet;

11. N 13º53'55" W, 275.51 feet;

12. N 17º50'44" W, 106.49 fee;

13. N 24º43'14" W, 79.40 feet;

14. N 36º03'36" W, 368.38 feet;

15. N 83º38'34" W, 338.66 feet;

16. N 89º51'04" W, 177.72 feet;

17. S 87º29'47" W, 141.00 feet;

18. S 85º18'16" W, 322.03 feet;

19. N 88º47'44" W, 60.46 feet;

20. N 86º08'59" W, 173.54 feet;

21. S 87º14'59" W, 139.20 feet;

22. N 81º53'15" W, 115.39 feet, to the northwest corner of said 502.38 acre tract, same being a point in the east line of a 14.981 acre tract conveyed to Thomas J. Fuller, Document No. 2018083551;

THENCE, with the said westerly boundary line of said 1640.26 acre tract, the following six (6) courses and distances:

1. N 23º26'46" W, 556.47 feet;

2. N 23º21'23" W, 499.42 feet;

3. N 22º51'18" W, 415.32 feet;

4. N 22º19'24" W, 323.46 feet;

5. N 22º29'33" W, 88.39 feet;

6. N 22º03'09" W, 74.79 feet, to the POINT OF BEGINNING and containing 412.339 acres of land including 7.680 acres in a 60-foot-wide roadway easement and 3.092 acres including FEMA Flood Plain area and 25 foot buffer around FEMA Floodplain area in northeast area hereof.

EXHIBIT "B"

Legal Description of Lyda Tract

Being a tract or parcel of land, out of the J.A.F. GRAVES SURVEY, ABSTRACT NO. 244, JOHN HAMILTON SURVEY, ABSTRACT NO. 289 and the PLEASANT BULL HEIRS SURVEY, ABSTRACT NO. 70, Williamson County, Texas and being comprised of (i) that certain 1640.26 acre tract described as Tract I and that 3.21 acre tract described as Tract 2 in that General Warranty Deed filed in Document No. 9536891, re-recorded in 9605280, Official Records, Williamson County, Texas, (ii) that 0.3194 of an acre tract described in Quitclaim Deed filed in Document No. 9542501, Official Records, Williamson County, Texas and also described in Warranty Deeds filed in Document Nos. 9645769, 9630492, and 9630493, Official Records, Williamson County, Texas, (iii) that 0.89 of an acre described as Exhibit "A" and that 1.25 acre tract described as Exhibit "B" in that General Warranty Deed filed in Document No. 2013095721, Official Public Records; (iv) that 1.00 acre tract described in that Warranty Deed recorded in Document No. 2003121609, Official Public Records, Williamson County, Texas, and (v) 27.51 acres of land also known as Lots 1-5, of the proposed vacated plat of STEPHENSON ESTATES and being the same property conveyed to Clark E. Lyda, Trustee of the Lyda Family Trust, in that Warranty Deed recorded in Document No. 9630910, Official Records, Williamson County, Texas; **SAVE AND EXCEPT**:

(i) a 4.7006 acre tract conveyed to Williamson County by Deed recorded in Document No. 2006033370, Official Public Records, Williamson County, Texas;

(ii) a 26.80 acre tract described as Exhibit "A" in General Warranty Deed filed in Document No. 2010062030, Official Public Records, Williamson County, Texas;

(iii) a 8.76 acre tract described as Exhibit "A" in that General Warranty Deed recorded in Document No. 2012055963, Official Public Records, Williamson County, Texas;

(iv) a 14.60 acre tract conveyed to CCR Holdings 2, LLC, by General Warranty Deed recorded in Document No. 2010062031, Official Public Records, Williamson County, Texas;

(v) 200.00 acres conveyed to FP Hacienda Properties, LLC, by Special Warranty Deed recorded in Document No. 2016085601, Official Public Records, Williamson County, Texas;

(vi) a 210.258 acre conveyed to Joe Bland Construction, L.P., by Special Warranty Deed recorded in Document No. 2016109095, Official Public Records, Williamson County, Texas;

(vii) 43.915 acres (Tract 1) and 28.80 acres (Tract 2), more or less, conveyed to Joe Bland Construction, L.P., by Special Warranty Deed recorded in Document No. 2017097116, Official Public Records, Williamson County, Texas;

(viii) a 180.162 acre (Tract 1) and 25 acre (Tract 2), more or less, conveyed to Joe Bland Construction, L.P., by Special Warranty Deed, recorded in Document No. 2019037202 Official Public Records, Williamson County, Texas;

(ix) a 60.465 acre tract, more or less, conveyed to Joe Bland Construction, L.P., by Special Warranty Deed, recorded in Document No. 2019037203 Official Public Records, Williamson County, Texas; and

(x) a 412.339 acre tract to be conveyed to Joe Bland Construction, L.P., by Special Warranty Deed, of December 31, 2020, recorded in the Official Public Records, Williamson County, Texas as Document No. 2021002416.

EXHIBIT "C"

Legal Description of Modified Easement Area

Tract 1:

FOR A 24.636 ACRE TRACT OF LAND, OUT OF THE J.A.F. GRAVES SURVEY, ABSTRACT NO. 244, WILLIAMSON COUNTY, TEXAS, AND BEING OUT OF THE REMNANT PORTION OF A CALLED 1640.26 ACRE TRACT OF LAND (TRACT I) CONVEYED TO LYDA HOLDINGS, LLC, RECORDED IN DOCUMENT NO. 2016058616 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 1640.26 ACRE TRACT OF LAND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS IN DOCUMENT NO. 9605280 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID 24.636-ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at the north corner of a called 1.25 acre tract of land conveyed to Lyda Holdings, LLC, recorded in said Document No. 2016058616, said 1.25 acre tract of land being more fully described by metes and bounds in Document No. 2013095721 of the Official Public Records of Williamson County, Texas, same being on the southeast corner of a called 502.38 acre tract of land (Tract 1) conveyed to Cobb Springs Ranch, Ltd., recorded in Document No. 9838600 of the Official Records of Williamson County, Texas, same being on a point in the westerly boundary line of said 1640.26 acre Lyda tract, for the **POINT OF BEGINNING** hereof;

THENCE, with the westerly boundary line of said 1640.26 acre Lyda tract and the easterly boundary line of said 502.38 acre Cobb Springs Ranch, Ltd. tract, the following five (5) courses and distances:

1. N 27°21'30" W for a distance of 1656.07 feet;
2. N 45°45'40" W for a distance of 1803.89 feet;
3. N 15°28'15" W for a distance of 647.16 feet;
4. N 15°26'32" W for a distance of 252.43 feet;
5. N 15°43'32" W for a distance of 231.96 feet;

THENCE, N 72°31'44" E through the interior of said 1640.26 acre Lyda tract for a distance of 140.07 feet to an angle point in the westerly boundary line the 180.162 acre

tract of land conveyed to Joe Bland Construction, L.P. as recorded in Document No. 2019037202 of the Official Public Records of Williamson County, Texas;

THENCE with the westerly boundary line of said 180.16-acre Bland tract the following six (6) courses and distances:

1. S 15°43'32" E for a distance of 236.57 feet;
2. S 15°26'32" E for a distance of 252.74 feet;
3. S 15°28'15" E for a distance of 429.83 feet;
4. S 30°45'29" E for a distance of 345.40 feet;
5. S 46°02'44" E for a distance of 1,599.05 feet;
6. S 28°49'02" E for a distance of 1,356.71 feet to the southwest corner of said 180.16-acre Bland tract of land, same being the northwest corner of the 60.465-acre tract of land conveyed to Joe Bland Construction, L.P. as recorded in Document No. 2019037203 of the Official Public Records of Williamson County, Texas;

THENCE with the westerly boundary line of said 60.465-acre Bland tract of land S 28°49'02" E for a distance of 552.63 feet to an angle point;

THENCE with the northerly boundary line of said 60.465-acre Bland tract of land the following four (4) courses and distances:

1. S 69°04'06" W for a distance of 1,541.10 feet;
2. S 34°09'20" W for a distance of 37.71 feet;
3. With a curve to the right having an arc length of 114.12 feet, a radius of 792.00 feet, and a chord of S 00°23'04" E 114.02 feet;
4. S 03°44'36" W for a distance of 50.75 feet to a point in the northerly right-of-way line of SH 195;

THENCE with the said northerly right-of-way line of SH 195 the following six (6) courses and distances:

1. N 85°19'56" W for a distance of 97.64 feet;
2. N 85°17'16" W for a distance of 305.64 feet;
3. N 80°07'09" W for a distance of 166.03 feet;

4. N 83°38'54" W for a distance of 97.44 feet;
5. S 85°10'15" W for a distance of 55.35 feet;
6. S 85°32'36" W for a distance of 44.27 feet to the most southwesterly corner hereof, same being on a point in the southerly boundary line of the remnant portion of the 14.60-acre tract of land conveyed to Cobb Springs Ranch, LTD. as recorded in Document No. 2006011193 of the Official Public Records of Williamson County, Texas;

THENCE in part with the southerly boundary line of said remnant portion of the 14.60-acre Cobb Springs Ranch, LTD., and in part with the southerly boundary line of the said 502.38-acre Cobb Springs Ranch, LTD. tract of land, the following five (5) courses and distances:

1. N 74°06'25" E for a distance of 143.69 feet;
2. N 69°04'06" E for a distance of 1,285.00 feet;
3. N 66°57'32" E for a distance of 52.89 feet;
4. N 66°00'44" E for a distance of 295.27 feet;
5. N 63°40'59" E for a distance of 330.51 feet to the POINT OF BEGINNING hereof and containing 24.636 acres of land more or less

Bearing Basis: NAD-83, Texas Central Zone (4203), State Plane Coordinate System.

Tract 2:

FOR A 7.675 ACRE TRACT OF LAND, OUT OF THE J.A.F. GRAVES SURVEY, ABSTRACT NO. 244, AND THE PLEASANT BULL HEIRS SURVEY, ABSTRACT NO. 70, WILLIAMSON COUNTY, TEXAS, AND BEING OUT OF THE REMNANT PORTION OF A CALLED 1640.26 ACRE TRACT OF LAND (TRACT I) CONVEYED TO LYDA HOLDINGS, LLC, RECORDED IN DOCUMENT NO. 2016058616 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 1640.26 ACRE TRACT OF LAND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS IN DOCUMENT NO. 9605280 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID 7.675-ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING FOR REFERENCE at the north corner of a called 1.25 acre tract of land conveyed to Lyda Holdings, LLC, recorded in said Document No. 2016058616, said

1.25 acre tract of land being more fully described by metes and bounds in Document No. 2013095721 of the Official Public Records of Williamson County, Texas, same being on the southeast corner of a called 502.38 acre tract of land (Tract 1) conveyed to Cobb Springs Ranch, Ltd., recorded in Document No. 9838600 of the Official Records of Williamson County, Texas, same being on a point in the westerly boundary line of said 1640.26 acre Lyda tract;

THENCE, with the westerly boundary line of said 1640.26 acre Lyda tract and the easterly boundary line of said 502.38 acre Cobb Springs Ranch, Ltd. tract, the following five (5) courses and distances:

6. N 27°21'30" W for a distance of 1656.07 feet;
7. N 45°45'40" W for a distance of 1803.89 feet;
8. N 15°28'15" W for a distance of 647.16 feet;
9. N 15°26'32" W for a distance of 252.43 feet;
10. N 15°43'32" W for a distance of 231.96 feet to the POINT OF BEGINNING hereof;

THENCE with the westerly boundary line of said Lyda 1640.26-acre tract of land, same being with the easterly boundary line of said 502.38-acre Cobb Springs Ranch, LTD tract of land, the following seventeen (17) courses and distances:

1. N 57°05'47" W for a distance of, 483.58 feet;
2. N 49°48'37" W for a distance of, 419.28 feet;
3. N 44°43'36" W for a distance of 164.33 feet:
4. N 27°38'38" W for a distance of 178.92 feet;
5. N 24°12'21" W, for a distance of 73.34 feet;
6. N 13°53'55" W for a distance of 275.51 feet;
7. N 17°50'44" W for a distance of 106.49 feet;
8. N 24°43'14" W for a distance of 79.40 feet;
9. N 36°03'36" W for a distance of 368.38 feet;
10. N 83°38'34" W for a distance of 338.66 feet;

11. N 89°51'04" W for a distance of 177.72 feet;

12. S 87°29'47" W for a distance of 141.00 feet;

13. S 85°18'16" W, for a distance of 322.03 feet;

14. N 88°47'44" W for a distance of 60.46 feet;

15. N 86°08'59" W for a distance of 173.54 feet;

16. S 87°14'59" W for a distance of 139.20 feet;

17. N 81°53'15" W for a distance of 115.39 feet, to the northwest corner of said 502.38 acre tract, same being on a point in the east boundary line of a 14.981 acre tract of land conveyed to Thomas J. Fuller, recorded in Document No. 2018083551, Official Public Records of Williamson County, Texas;

THENCE, with the said westerly boundary line of said 1640.26 acre Lyda tract, the following six (6) courses and distances:

1. N 23°26'46" W for a distance of 556.47 feet;
2. N 23°21'23" W for a distance of 499.42 feet;
3. N 22°51'18" W for a distance of 415.32 feet;
4. N 22°19'24" W for a distance of 323.46 feet;
5. N 22°29'33" W for a distance of 88.39 feet;
6. N 22°03'09" W for a distance of 74.79 feet to the northwest corner hereof;

THENCE, through the interior of said 1640.26 acre Lyda tract the following twenty-six (26) courses and distances:

5. N 76°46'20" E for a distance of 60.72 feet;
6. S 22°03'09" E for a distance of 65.24 feet;
7. S 22°29'33" E for a distance of 88.24 feet;
8. S 22°19'24" E for a distance of 323.27 feet;
9. S 22°51'18" E for a distance of 414.78 feet;
10. S 23°21'23" E for a distance of 499.11 feet;

11. S 23°26'46" E for a distance of 522.86 feet;

12. S 81°53'15" E for a distance of 76.12 feet;

13. N 87°14'59" E for a distance of 136.95 feet;

14. S 86°08'59" E for a distance of 175.61 feet;

15. S 88°47'44" E for a distance of 55.98 feet;

16. N 85°18'16" E for a distance of 320.08 feet;

17. N 87°29'47" E for a distance of 143.53 feet;

18. S 89°51'04" E for a distance of 182.36 feet;

19. S 83°38'34" E for a distance of 368.36 feet;

20. S 36°03'36" E for a distance of 400.79 feet;

21. S 24°43'14" E for a distance of 88.96 feet;

22. S 17°50'44" E for a distance of 112.16 feet;

23. S 13°53'55" E for a distance of 272.16 feet;

24. S 24°12'21" E for a distance of 66.13 feet;

25. S 27°38'38" E for a distance of 168.11 feet;

26. S 44°43'36" E for a distance of 152.65 feet;

27. S 49°48'37" E for a distance of 412.80 feet;

28. S 57°05'47" E for a distance of 502.42 feet;

29. S 15°43'32" E for a distance of 20.83 feet;

30. S 72°31'44" W for a distance of 60.03 feet to the POINT OF BEGINNING hereof and containing 7.675 acres of land more or less

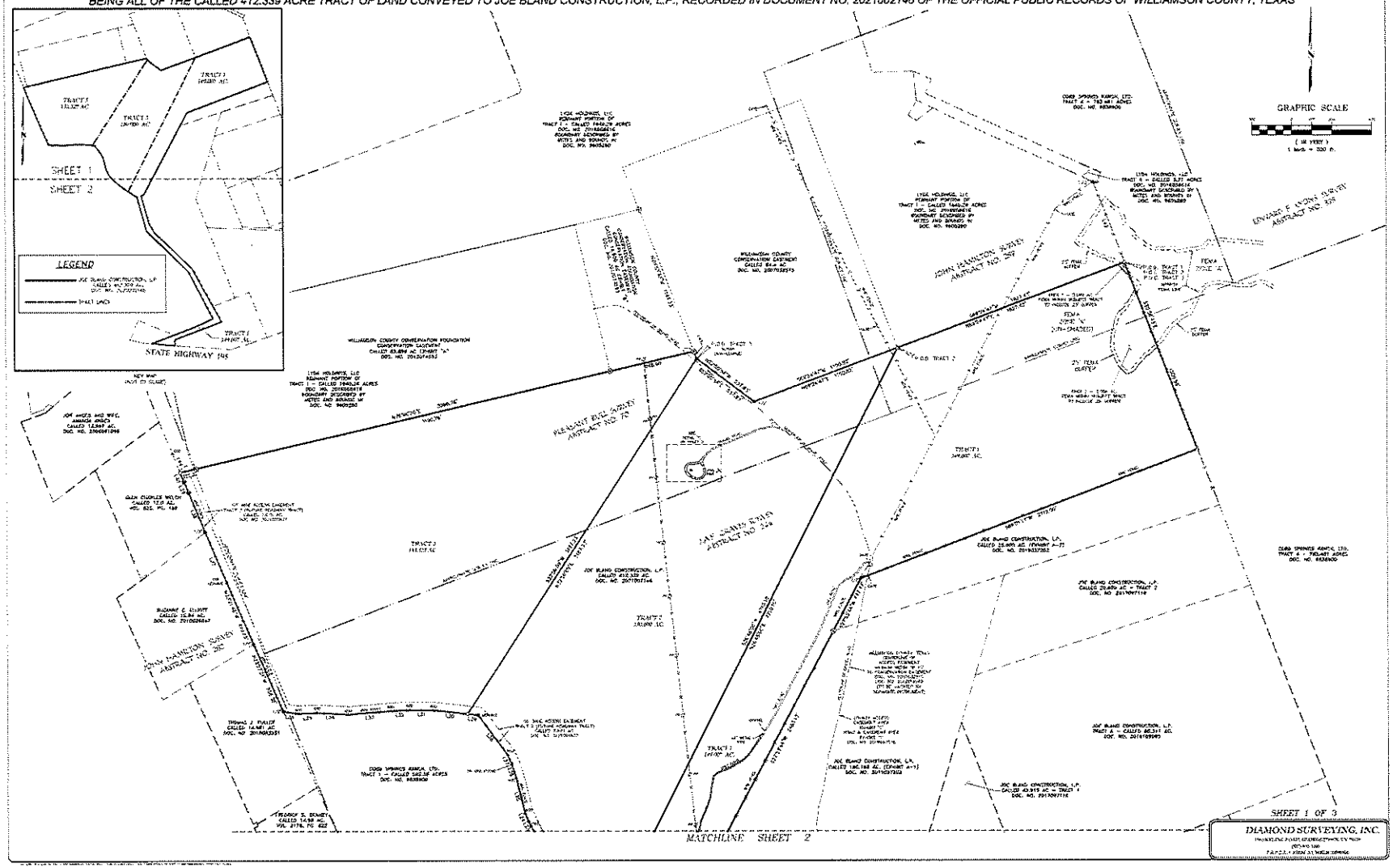
Bearing Basis: NAD-83, Texas Central Zone (4203), State Plane Coordinate System.

Exhibit "D"

Depiction of Modified Easement Area

Attached.

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR THREE (3)TRACTS OF LAND SITUATED IN THE J.A.F. GRAVES SURVEY, ABSTRACT NO. 244, THE PLEASANT BULL SURVEY, ABSTRACT NO. 70, THE JOHN HAMILTON SURVEY, ABSTRACT NO. 282, AND THE JOHN HAMILTON SURVEY, ABSTRACT NO. 289 IN WILLIAMSON COUNTY, TEXAS, (TRACT 1) BEING 149.007 ACRES, (TRACT 2) BEING 130.000 ACRES AND (TRACT 3) BEING 133.327 ACRES, SAID TRACTS OF LAND BEING ALL OF THE CALLED 412.339 ACRE TRACT OF LAND CONVEYED TO JOE BLAND CONSTRUCTION, L.P., RECORDED IN DOCUMENT NO. 2021002146 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS



SHEET 1 OF 3

DIAMOND SURVEYING, INC.

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR THREE (3)TRACTS OF LAND SITUATED IN THE J.A.F. GRAVES SURVEY, ABSTRACT NO. 244, THE PLEASANT BULL SURVEY, ABSTRACT NO. 70, THE JOHN HAMILTON SURVEY, ABSTRACT NO. 282, AND THE JOHN HAMILTON SURVEY, ABSTRACT NO. 289 IN WILLIAMSON COUNTY, TEXAS, (TRACT 1) BEING 149.007 ACRES, (TRACT 2) BEING 130.000 ACRES AND (TRACT 3) BEING 133.327 ACRES, SAID TRACTS OF LAND BEING ALL OF THE CALLED 412.339 ACRE TRACT OF LAND CONVEYED TO JOE BLAND CONSTRUCTION, L.P., RECORDED IN DOCUMENT NO. 2021002146 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS