

NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONERS COURT
AUGUST 24, 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 – 32)

3. Discuss, consider and take appropriate action on a line item transfer for Mobile Outreach Team.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0341-005700	Vehicles	\$1,500
To	0100-0341-004415	Vehicle Insurance Deductible	\$1,500

4. Discuss, consider, and take appropriate action on a line item transfer for EMS.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0540-003307	Pharmaceuticals	\$15,000
To	0100-0540-003200	Medical Supplies	\$15,000

5. Discuss, consider and take appropriate action on a line item transfer for the Jail.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0570.004544	Repairs to Office Equipment	\$750.00
To	0100.0570.004543	Repairs to Equipment	\$750.00

6. Discuss, consider, and take appropriate action on a Line Item Transfer for the District Courts.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0435.003006	Office Equipment	\$300
From	0100.0435.003100	Office Supplies	\$400
From	0100.0435.003120	Printer Supplies	\$500
From	0100.0435.003900	Membership Dues	\$300
To	0100.0435.003005	Furniture	\$1,500

7. Discuss, consider and take appropriate action on a line item transfer for the Road and Bridge Division.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0200-0210-005200	Right of Way	\$2,000.00
To	0200-0210-003318	Janitorial Supplies	\$2,000.00

8. Discuss, consider and take appropriate action on a line item transfer for the Road and Bridge Division.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0200-0210-005200	Right of Way	\$2,500.00
To	0200-0210-004543	Repairs to Equipment	\$2,500.00

9. 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	0100-0440-003010	Computer Equipment < \$5000	\$5,500.00
To	0100-0440-003005	Office Furniture < \$5,000.00	\$5,500.00

10. Discuss, consider and take appropriate action on a line item transfer for the Parks Department.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0510-004111	Special Events	\$500.00
From	0100-0510-004311	Advertising	\$2,700.00
From	0100-0510-004509	Facility Enhancements	\$10,300.00
From	0100-0510-004621	Copier Rental	\$1,000.00
From	0100-0510-004962	Janitorial Services	\$3,300.00
From	0100-0510-004500	Maintenance Services	\$3,800.00
From	0100-0510-003554	Chemicals, Roadside Spraying	\$7,500.00
To	0100-0510-003318	Janitorial Supplies	\$3,300.00
To	0100-0510-003010	Computer Equipment	\$11,300.00
To	0100-0510-005003	Equipment	\$11,800.00
To	0100-0510-004100	Professional Services	\$2,700.00

11. Discuss, consider, and take appropriate action on a line item transfer for Facilities.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0509.003105	Paper Supplies	\$3,700.00
To	0100.0509.003102	Safety Supplies	\$1,200.00
To	0100.0509.004541	Vehicle Repairs & Maint	\$2,500.00

12. Take action to approve and note in the official minutes the L chart, with changes effective 10/1/2021.
13. Discuss, consider and take appropriate action on authorizing the disposal of various county vehicle and equipment assets through Auction including One (1) 2000 Shop Built Utility Trailer and One (1) 1998 Massey Ferguson 4243 Tractor #6117, pursuant to Tx. Local Gov't Code 263.152.
14. Discuss, consider and take appropriate action on authorizing the disposal of various county assets through Sale to Insurance of One (1) 2019 Kubota M5-111D Tractor #58561, pursuant to Tx. Local Gov't Code 263.152.
15. Discuss, consider, and take appropriate action to approve the County Attorney July 2021 Monthly Report in compliance with Code of Criminal Procedure 103.005.
16. Discuss and consider confirming the appointment of Elizabeth Ewald as a Pct. 1 Deputy Constable.
17. Discuss, consider and take appropriate action on re-appointing Susan Komandosky and Ranjit Chhabra to the Williamson County Child Welfare Board for another three-year term, October 2021-September 2024.

18. Discuss, consider and take appropriate action on approving an agreement between TransUnion Risk and Alternative Data Solutions, Inc. and Williamson County for a research database subscription in the amount of \$280.00 per month, and authorizing execution of the agreement.
19. Discuss, consider and take appropriate action on approving the Agreement between Williamson County and Idemia Identity & Security USA LLC for the purchase of LiveScan for a total of \$2,937.00, and authorizing the execution of the Agreement.
20. Discuss, consider and take appropriate action on approving the agreement between Thomson Reuters and Williamson County for a Westlaw Proflex Subscription Upgrade pursuant to DIR-LGL-CALIR-02 in the amount of \$2,361.60 per month, for 36 months, and authorize execution of the agreement.
21. Discuss, consider and take appropriate action on awarding RFP #T3838, for Queuing Software to Nemo-Q, Inc. for the Williamson County Tax Assessor Collector's Office and authorizing the execution of the agreement.
22. Discuss, consider, and take appropriate action on approving the proposal between Williamson County and Knight Security Systems for the installation of one (1) additional surveillance camera in the Cedar Park Tax Office Annex in the total amount of \$1,844.76, per the terms of the DIR CPO 4494 Co-op contract, and authorize the execution of the agreement.
23. Discuss, consider and take appropriate action on approving the execution of a Deed without Warranty from Williamson County, Texas, acting as Trustee, to JJ Service and Septic Service, LLC, pursuant to Section 34.05 (a) and (h) of the Texas Property Tax Code pertaining to Part of Lots 11 and 12, Block 75, City of Taylor, Williamson County, Texas being more particularly described in Document #2011028180 of the Official Public Records, Williamson County, Texas (Tax Account #R311277).
24. Discuss, consider, and take appropriate action on: (1) purchasing cash drawers and receipt printers through ActiveNet for the Parks Department for a one-time fee of \$5,714.50, and (2) authorize the execution of the agreement for the ActiveNet - Public Interface - Online Transaction Fee.
25. Discuss, consider and take appropriate action on approving the purchase and installation of office furniture at the Williamson County District Attorney's Office from Facilities Resource, Inc. in the amount of \$18,874.50 per the terms of Omnia Cooperative Contract #R191811 and authorizing execution of the proposal.
26. Discuss, consider and take appropriate action on approving the extension of ATM Services Contract #1806-243, renewal option 3, for the same pricing, terms and conditions as the existing contract for the term of September 11, 2021 - September 10, 2022 with Preferred ATM Services, LLC.

27. Discuss, consider and take appropriate action on Contract Amendment No 2 under Williamson County Contract for Engineering Services between Alliance Transportation Group and Williamson County dated March 10, 2020 for Traffic Engineering Services. Funding source: 01.0200.0210.004100.
28. Discuss, consider and take appropriate action on Work Authorization No 27 in the amount of \$25,000.00 to expire on August 31, 2022 under Williamson County Contract for Public Involvement Services between Rifeline, LLC and Williamson County dated March 26, 2019 for Subdivision Regulations. Funding source: 01.0200.0210.004100.
29. Discuss, consider and take appropriate action on Change Order No. 1, to contract number #T2910 – County Road Seal Coat FY 21, in the amount of \$12,904.80. Funding source: 01.0200.0210.003599
30. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed qualifications for Small Drainage and Small Roadway Projects for Williamson County under RFQ 21RFSQ14.
31. Discuss, consider and take appropriate action on approval of the final plat for the Piper Run subdivision – Precinct 4.
32. Discuss, consider and take appropriate action on approval of the preliminary plat for the Northgate Ranch Phase 2, Sections 6-10 subdivision – Precinct 2.

REGULAR AGENDA

33. 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.
34. Discuss, consider, and take appropriate action to replace Andrea Schiele with Ed Tydings to serve as a Director on the Williamson County Board of Health for the Williamson County & Cities Health Department (WCCHD).
35. Discuss and take appropriate action to amend the 2020 Community Development Block Grant Annual Action Plan by reallocating \$22,134 from Hope Alliance/Crisis Center Shelter Rehab to Hope Alliance/Crisis Center counseling services for victims of family or sexual violence.
36. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenues for Park Donations.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.367403	Park Donations	\$227.00

37. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for Park Donations.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0510.003670	Use of Donations	\$227.00

38. Discuss, consider and take appropriate action on an order declaring an emergency and grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge the additional expenditures for the Radio Communication System (RCS).

Fiscal Impact

From/To	Acct No.	Description	Amount
	0507.0507.004545	Tower Maintenance	\$13,920.25

39. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to an unforeseeable circumstance and approve a budget amendment to acknowledge additional revenues for Radio Communication System (RCS).

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.364100	Insurance Proceeds	\$13,920.25

40. Discuss, consider and take appropriate action on adding salary dollars for retention to several Court Administrators, including but not limited to, the 425th District Court, the 26th District Court, the 368th District Court, County Court at Law #2 and County Court at Law #3.
41. Discuss, consider and take appropriate action on Chapter 381 Economic Development Program and Agreement between Williamson County and Upper Forty, LLC.
42. Discuss, consider and take appropriate action on a Statewide Automated Victim Notification Service (SAVNS) Maintenance Grant Contract with the Office of the Attorney General for SAVNS grant program funding for Fiscal Year 2022.
43. Receive updates on the Department of Infrastructure projects and issues.

44. Discuss, consider, and take appropriate action on awarding IFB #T4442 S. San Gabriel Ranches Subdivision Road & Drainage Improvements to Terra Path, Inc. and authorizing the execution of the agreement.
45. Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn (0.744 acres) required for the construction of SE Loop, and take appropriate action. (Diane Barr, Clyde Barr, Charles R. Barr and Edna Guenzel Barr/ Parcel 69)
46. Discuss, consider and take appropriate action on a Rule 11 Condemnation Settlement Agreement with John W. Speck III and Glenda Neans-Speck for right of way needed on the Sam Bass Road Project. (Parcel 35) Funding Source: Road Bonds P462
47. Discuss, consider and take appropriate action on a claim for actual moving expenses with Travis and Jennifer Betak for ROW acquired for the SE Loop project (Parcel 95). Funding Source: Road Bonds P463
48. Discuss, consider and take appropriate action on a Letter Agreement with D&L Land Development, LLC for a waterline easement needed on CR 366 (Parcel 7WE). Funding Source: Road Bonds P296
49. Discuss, consider and take appropriate action on a Bill of Sale with Fidel Loza for retained improvements in the acquired right of way for the Williamson County Parkland acquisition.
50. Discuss, consider and take appropriate action on 3 separate relocation claims with Bryant Peck, Phillip Sharpnack and Lisa Turner for moving expenses in relation to the right of way acquisition on Parcel 13 (Sam Bass Storage). Funding Source: Road Bonds P 462.
51. 2021 - 2022 Budget Modification Voting Session
52. Discuss, consider and take appropriate action on the FY 21/22 Budget Order.

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)."

53. 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 Somerset Road Districts No. 3 & 4 reimbursements for acquisition & construction of Reagan Blvd.
 - i) Discuss the acquisition of real property for CR 111.
 - j) Discuss the acquisition of real property for Corridor H
 - k) Discuss the acquisition of real property for future SH 29 corridor.
 - l) Discuss the acquisition of real property for the expansion of Ronald Reagan at IH 35.
 - m) Discuss the acquisition of right-of-way for Corridor C.
 - n) Discuss the acquisition of right-of-way for Corridor F.
 - o) Discuss the acquisition of right-of-way for Corridor D.
 - p) Discuss the acquisition of right-of-way for SE Loop/Corridor A.
 - q) Discuss the acquisition of right-of-way for Reagan extension.
 - r) Discuss the acquisition of real property near Justice Center.
 - s) Discuss the acquisition of drainage/detention easements for real property North of WMCO Juvenile Detention Center
 - t) Discuss the acquisition of the MKT Right of Way
 - u) Discuss acquisition of drainage easement in relation to County Road 176
 - v) Discuss acquisition of right of way for Corridor E.
- 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 and potential acquisition.

- 54.** 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 Cutting Edge
 - g) Project Red Hot Chili Pepper
 - h) Project Nirvana
 - i) Project Soundgarden
 - j) Project Darwin
 - i) Project Flex Power
- 55.** 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) Claim of Regina Wright.
 - i) 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.
 - j) 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.
 - k) 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.
 - l) 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.
 - m) 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.
 - n) Potential legal claims, demands and/or litigation against The Travelers Indemnity Company (Travelers).
 - o) 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.

- p) 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.
- q) Shamona Harris - EEOC Charge #451-2021-00812.
- r) 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.
- s) 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.
- t) Cause No. D-1-Gn-21-000215; Mohammad Mahmood v. Williamson County Constable Office; In the 353rd Judicial District of Travis County, Texas.
- u) 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.
- v) EEOC Charge of Discrimination #451-2021-01357 – Jesse Gomez.
- w) 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.
- x) 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.
- y) Kelli Bomer - EEOC Charge #451-2021-00920.
- z) Gary Haston - EEOC Charge #451-2021-01145.
- aa) Civil Action No. 1:21-CV-480; Gloria Cowin, Individually and on behalf of the Estate Of Patrick Dupre, v. Williamson County; In the United States District Court for the Western District Of Texas, Austin Division.
- bb) Civil Action No. Civil Action No. 21-481; Marquina Gilliam-Hicks v. Sean Feldman, In his individual capacity, and Williamson County; In the United States District Court for the Western District Of Texas, Austin Division.
- cc) EEOC Charge of Discrimination #450-2021-00854 - Donald L. Foiles, Jr.
- dd) Civil Action No. 1:21-cv-615; Bernardo Acosta v. Williamson County; In the United States District Court for the Western District Of Texas, Austin Division.
- ee) Jacqueline Robinson - EEOC Charge # 451-2021-01742.
- ff) Williamson County Landfill Operation Agreement Terms and Conditions.

- 56.** 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).
- 57.** 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)

- 58.** Discuss and take appropriate action concerning real estate.

59. Discuss and take appropriate action concerning economic development.
60. 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) Claim of Regina Wright.
 - i) 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.
 - j) 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.
 - k) 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.
 - l) 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.
 - m) 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.
 - n) Potential legal claims, demands and/or litigation against The Travelers Indemnity Company (Travelers).
 - o) 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.
 - p) 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.
 - q) Shamona Harris - EEOC Charge #451-2021-00812.
 - r) 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.
 - s) 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.
 - t) Cause No. D-1-Gn-21-000215; Mohammad Mahmood v. Williamson County Constable Office; In the 353rd Judicial District of Travis County, Texas.

u) 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.

v) EEOC Charge of Discrimination #451-2021-01357 – Jesse Gomez.

w) 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.

x) 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.

y) Kelli Bomer - EEOC Charge #451-2021-00920.

z) Gary Haston - EEOC Charge #451-2021-01145.

aa) Civil Action No. 1:21-CV-480; Gloria Cowin, Individually and on behalf of the Estate Of Patrick Dupre, v. Williamson County; In the United States District Court for the Western District Of Texas, Austin Division.

bb) Civil Action No. Civil Action No. 21-481; Marquina Gilliam-Hicks v. Sean Feldman, In his individual capacity, and Williamson County; In the United States District Court for the Western District Of Texas, Austin Division.

cc) EEOC Charge of Discrimination #450-2021-00854 - Donald L. Foiles, Jr.

dd) Civil Action No. 1:21-cv-615; Bernardo Acosta v. Williamson County; In the United States District Court for the Western District Of Texas, Austin Division.

ee) Jacqueline Robinson - EEOC Charge # 451-2021-01742.

ff) Williamson County Landfill Operation Agreement Terms and Conditions.

61. 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.
62. Comments from Commissioners.
63. 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 20th day of August, 2021 at 5:00 P.M. and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Commissioners Court - Regular Session**3.****Meeting Date:** 08/24/2021

Line Item Transfer for Mobile Outreach Team

Submitted For: Annie Burwell**Submitted By:** Jeanne Williby, Outreach**Department:** Outreach**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on a line item transfer for Mobile Outreach Team.

Background

Increase Vehicle Insurance Deductible budget line from \$1,000 to the recommended deductible amount of \$2,500.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0341-005700	Vehicles	\$1,500
To	0100-0341-004415	Vehicle Insurance Deductible	\$1,500

Attachments*No file(s) attached.*

Form Review**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Jeanne Williby

Final Approval Date: 08/16/2021

Reviewed By

Becky Pruitt

Sarah Crain

Date

08/16/2021 08:47 AM

08/16/2021 08:49 AM

Started On: 08/13/2021 02:17 PM

Commissioners Court - Regular Session**4.****Meeting Date:** 08/24/2021

LIT - Medical Supplies

Submitted By: Michael Knipstein, EMS**Department:** EMS**Agenda Category:** Consent

Information**Agenda Item**

Dsicuss, consider, and take appropriate action on a line item transfer for EMS.

Background

Line item transfer for medical supplies for the remainder of the fiscal year.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0540-003307	Pharmaceuticals	\$15,000
To	0100-0540-003200	Medical Supplies	\$15,000

Attachments*No file(s) attached.*

Form Review**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Michael Knipstein

Final Approval Date: 08/16/2021

Reviewed By

Becky Pruitt

Sarah Crain

Date

08/16/2021 08:47 AM

08/16/2021 08:49 AM

Started On: 08/16/2021 08:40 AM

Commissioners Court - Regular Session**5.****Meeting Date:** 08/24/2021

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 Jail.

Background

Transferring funds to provide funding to repair walk behind floor scrubber and cleaner used in the Williamson County Jail.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0570.004544	Repairs to Office Equipment	\$750.00
To	0100.0570.004543	Repairs to Equipment	\$750.00

Attachments*No file(s) attached.*

Form Review**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Abigail Dass

Final Approval Date: 08/17/2021

Reviewed By

Becky Pruitt

Ashlie Holladay

Date

08/17/2021 08:15 AM

08/17/2021 08:27 AM

Started On: 08/16/2021 04:41 PM

Commissioners Court - Regular Session**6.****Meeting Date:** 08/24/2021

Discuss, consider, and take appropriate action on a Line Item Transfer for the District Courts

Submitted By: Ronald Morgan, All District Courts**Department:** All District Courts**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider, and take appropriate action on a Line Item Transfer for the District Courts.

Background

Line item transfer requested to fund unexpected need to replace broken items of furniture.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0435.003006	Office Equipment	\$300
From	0100.0435.003100	Office Supplies	\$400
From	0100.0435.003120	Printer Supplies	\$500
From	0100.0435.003900	Membership Dues	\$300
To	0100.0435.003005	Furniture	\$1,500

Attachments*No file(s) attached.*

Form Review**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Ronald Morgan

Final Approval Date: 08/17/2021

Reviewed By

Becky Pruitt

Ashlie Holladay

Date

08/17/2021 01:35 PM

08/17/2021 01:44 PM

Started On: 08/17/2021 10:31 AM

Commissioners Court - Regular Session**7.****Meeting Date:** 08/24/2021

Line item transfer for the Road and Bridge Division

Submitted For: Terron Evertson**Submitted By:** Kelly Murphy,
Infrastructure**Department:** Infrastructure**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on a line item transfer for the Road and Bridge Division.

Background

These supplies are used by the Paving Crew.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0200-0210-005200	Right of Way	\$2,000.00
To	0200-0210-003318	Janitorial Supplies	\$2,000.00

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Kelly Murphy

Final Approval Date: 08/18/2021

Reviewed By

Becky Pruitt

Ashlie Holladay

Date

08/17/2021 04:46 PM

08/18/2021 03:35 PM

Started On: 08/17/2021 03:13 PM

Commissioners Court - Regular Session**8.****Meeting Date:** 08/24/2021

Line item transfer for the Road and Bridge Division

Submitted For: Terron Evertson**Submitted By:** Kelly Murphy,
Infrastructure**Department:** Infrastructure**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on a line item transfer for the Road and Bridge Division.

Background

This transfer is necessary in order to continue repairing small equipment as needed.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0200-0210-005200	Right of Way	\$2,500.00
To	0200-0210-004543	Repairs to Equipment	\$2,500.00

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Kelly Murphy

Final Approval Date: 08/17/2021

Reviewed By

Becky Pruitt

Ashlie Holladay

Date

08/17/2021 04:57 PM

08/17/2021 05:00 PM

Started On: 08/17/2021 03:17 PM

Commissioners Court - Regular Session**9.****Meeting Date:** 08/24/2021

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 office furniture expenses of the District Attorney's Office.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0440-003010	Computer Equipment < \$5000	\$5,500.00
To	0100-0440-003005	Office Furniture < \$5,000.00	\$5,500.00

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Ronnie Simek

Final Approval Date: 08/18/2021

Reviewed By

Becky Pruitt

Ashlie Holladay

Date

08/17/2021 04:29 PM

08/18/2021 03:36 PM

Started On: 08/17/2021 03:59 PM

Commissioners Court - Regular Session**10.****Meeting Date:** 08/24/2021

Line Item Transfer for the Parks Department

Submitted For: Russell Fishbeck**Submitted By:** Russell Fishbeck, Parks**Department:** Parks**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on a line item transfer for the Parks Department.

Background

Transfer of funds is necessary to (1) purchase hardware to support the park registration/reservation system conversion and upgrade from MaxGalaxy to Active Network Software, (2) purchase time clocks to accurately record/report employee work hours for field based staff, (3) restock janitorial supplies due to increased visitation/usage, (4) purchase tractor shredder and skid-steer sweeper attachment for park operation needs, and (5) contract professional services to conduct geological assessment for future projects.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0510-004111	Special Events	\$500.00
From	0100-0510-004311	Advertising	\$2,700.00
From	0100-0510-004509	Facility Enhancements	\$10,300.00
From	0100-0510-004621	Copier Rental	\$1,000.00
From	0100-0510-004962	Janitorial Services	\$3,300.00
From	0100-0510-004500	Maintenance Services	\$3,800.00
From	0100-0510-003554	Chemicals, Roadside Spraying	\$7,500.00
To	0100-0510-003318	Janitorial Supplies	\$3,300.00
To	0100-0510-003010	Computer Equipment	\$11,300.00
To	0100-0510-005003	Equipment	\$11,800.00
To	0100-0510-004100	Professional Services	\$2,700.00

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Reviewed By

Becky Pruitt

Date

08/19/2021 11:12 AM

Budget Office

Ashlie Holladay

08/19/2021 11:43 AM

Form Started By: Russell Fishbeck

Started On: 08/18/2021 09:25 PM

Final Approval Date: 08/19/2021

Commissioners Court - Regular Session**11.****Meeting Date:** 08/24/2021

Line Item Transfer

Submitted For: Dale Butler**Submitted By:** Gina Wrehnsig, Building
Maintenance**Department:** Building Maintenance**Agenda Category:** Consent

Information**Agenda Item**

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

Background

Need additional funds for the remainder of the FY for Safety Supplies and Vehicle Maintenance/Repair.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0509.003105	Paper Supplies	\$3,700.00
To	0100.0509.003102	Safety Supplies	\$1,200.00
To	0100.0509.004541	Vehicle Repairs & Maint	\$2,500.00

Attachments*No file(s) attached.*

Form Review**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Gina Wrehnsig

Final Approval Date: 08/19/2021

Reviewed By

Becky Pruitt

Ashlie Holladay

Date

08/19/2021 10:12 AM

08/19/2021 10:43 AM

Started On: 08/19/2021 09:45 AM

Commissioners Court - Regular Session**12.****Meeting Date:** 08/24/2021

L chart

Submitted For: Rebecca Clemons**Submitted By:** Rebecca Clemons,
Human Resources**Department:** Human Resources**Agenda Category:** Consent

Information**Agenda Item**

Take action to approve and note in the official minutes the L chart, with changes effective 10/1/2021.

Background

The attached chart refelects the 6% increase to the minimum of all levels for Law Enforcement, as well as the deletion of the L.2 line previously for Detectives. Detectives will now be paid through a stipend the Commissioners Court approved on 8/17/2021.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Lchartproposal

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Rebecca Clemons

Final Approval Date: 08/17/2021

Reviewed By

Becky Pruitt

Date

08/17/2021 01:36 PM

Started On: 08/17/2021 12:59 PM

L STEP CHART FY22
EFFECTIVE OCTOBER 2021

DEPUTY DEPUTY CONSTABLE	L1-1	L1-2 (Const min)	L1-3	L1-4	L1-5	L1-6	L1-7	L1-8	L1-9	L1-10	L1-11	L1-12	L1-13	L1-14	L1-15	L1-16	L1-17	L1-18
Annual	\$56,519.82	\$57,650.17	\$58,803.01	\$59,979.18	\$61,178.69	\$62,402.37	\$63,650.50	\$64,923.38	\$66,221.83	\$67,546.43	\$68,897.18	\$70,275.19	\$71,680.75	\$73,114.42	\$74,576.48	\$76,068.06	\$77,589.44	\$79,141.18
Hourly	\$27.17	\$27.72	\$28.27	\$28.84	\$29.41	\$30.00	\$30.60	\$31.21	\$31.84	\$32.47	\$33.12	\$33.79	\$34.46	\$35.15	\$35.85	\$36.57	\$37.30	\$38.05
SERGEANT SERGEANT INVESTIGATOR CONSTABLE SERGEANT	L3-1	L3-2	L3-3	L3-4	L3-5	L3-6	L3-7	L3-8	L3-9	L3-10	L3-11	L3-12	L3-13	L3-14	L3-15	L3-16	L3-17	L3-18
Annual	N/A	\$65,997.51	\$67,317.33	\$68,663.57	\$70,037.09	\$71,437.59	\$72,866.48	\$74,323.76	\$75,810.28	\$77,326.60	\$78,873.00	\$80,450.60	\$82,059.40	\$83,700.54	\$85,374.56	\$87,082.03	\$88,823.80	\$90,600.43
Hourly	N/A	\$31.73	\$32.36	\$33.01	\$33.67	\$34.34	\$35.03	\$35.73	\$36.45	\$37.18	\$37.92	\$38.68	\$39.45	\$40.24	\$41.05	\$41.87	\$42.70	\$43.56
LIEUTENANT CONSTABLE LIEUTENANT DEPUTY CHIEF INVESTIGATOR	L4-1	L4-2	L4-3	L4-4	L4-5	L4-6	L4-7	L4-8	L4-9	L4-10	L4-11	L4-12	L4-13	L4-14	L4-15	L4-16	L4-17	L4-18
Annual	N/A	N/A	\$73,802.30	\$75,278.42	\$76,783.78	\$78,319.49	\$79,885.85	\$81,483.69	\$83,113.29	\$84,775.51	\$86,471.18	\$88,200.58	\$89,964.55	\$91,763.95	\$93,599.05	\$95,471.26	\$97,380.57	\$99,328.11
Hourly	N/A	N/A	\$35.48	\$36.19	\$36.92	\$37.65	\$38.41	\$39.17	\$39.96	\$40.76	\$41.57	\$42.40	\$43.25	\$44.12	\$45.00	\$45.90	\$46.82	\$47.75
COMMANDER CHIEF DEPUTY CONSTABLE	L5-1	L5-2	L5-3 (Const min)	L5-4	L5-5	L5-6	L5-7	L5-8	L5-9	L5-10	L5-11	L5-12	L5-13	L5-14	L5-15	L5-16	L5-17	L5-18
Annual	N/A	N/A	\$80,394.72	\$87,824.76	\$89,581.30	\$91,372.97	\$93,200.35	\$95,064.33	\$96,965.80	\$98,905.05	\$100,883.27	\$102,900.74	\$104,958.94	\$107,057.88	\$109,199.02	\$111,383.26	\$113,610.89	\$115,883.09
Hourly	N/A	N/A	\$38.65	\$42.22	\$43.07	\$43.93	\$44.81	\$45.70	\$46.62	\$47.55	\$48.50	\$49.47	\$50.46	\$51.47	\$52.50	\$53.55	\$54.62	\$55.71

**Minor variations may occur due to rounding

Commissioners Court - Regular Session**13.****Meeting Date:** 08/24/2021

V/E Assets for Auction 8.24.21

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 vehicle and equipment assets through Auction including One (1) 2000 Shop Built Utility Trailer and One (1) 1998 Massey Ferguson 4243 Tractor #6117, 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
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Attachments

V/E Assets for Auction 8.24.21

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Mary Watson

Final Approval Date: 08/19/2021

Reviewed By

Joy Simonton

Becky Pruitt

Date

08/19/2021 10:33 AM

08/19/2021 11:06 AM

Started On: 08/16/2021 11:06 AM

Vehicle Status Change

Reason for Status Change	Other- See Comments
County VIN/Serial Number	8/24/2021
Equipment/Door Number	Mary Watson
License Plate	9071303
Year	2000
Make	SHOP BUILT
Model	Utility Trailer
Comments (mileage, mechanical issues, other info)	No longer needed.
Elected Official/Department Head/Authorized Staff Digital Signature2	✓ Mary Watson 8/16/2021 9:07 AM
Receiving Department	509 - Building Maintenance
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 8/10/2021 1:15 PM
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	N/A
Authorizing HR Employee Digital Signature	✓ Malea Schmitt 8/10/2021 10:36 AM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✓ Anabel Macias 8/16/2021 8:16 AM
Purchasing Department Signature Acknowledgement	✓ Mary Watson 8/16/2021 9:07 AM

Vehicle Status Change

Vehicle Status Change

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Department	510 - Parks
County VIN/Serial Number	ABCA12JHXFG06117
Equipment/Door Number	PJ9824
License Plate	NA
Year	1998
Make	Massey Ferguson
Model	4243 Tractor
Elected Official/Department Head/Authorized Staff Digital Signature2	✓ Keith Geer 8/10/2021 10:26 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 8/10/2021 10:00 AM
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	N/A
Authorizing HR Employee Digital Signature	✓ Malea Schmitt 8/10/2021 10:38 AM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✓ Anabel Macias 8/16/2021 8:20 AM
Purchasing Department Signature Acknowledgement	✓ Mary Watson 8/16/2021 9:14 AM

Vehicle Status Change

Commissioners Court - Regular Session**14.****Meeting Date:** 08/24/2021

V/E Assets Sale to Insurance 8.24.21

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 assets through Sale to Insurance of One (1) 2019 Kubota M5-111D Tractor #58561, 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
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Attachments

V/E Assets for Sale to Insurance 8.24.21

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Mary Watson

Final Approval Date: 08/19/2021

Reviewed By

Joy Simonton

Becky Pruitt

Date

08/19/2021 10:34 AM

08/19/2021 11:07 AM

Started On: 08/16/2021 11:07 AM

Vehicle Status Change

Reason for Status Change	ACCIDENT
Department	210 - Unified Road Systems
County VIN/Serial Number	58561
Equipment/Door Number	UJ1918
License Plate	N/A
Year	2019
Make	Kubota
Model	M5-111D Tractor
Comments (mileage, mechanical issues, other info)	Tractor caught on fire and was declared a total loss by insurance.
Elected Official/Department Head/Authorized Staff Digital Signature2	✓ Jeff Ivey 1/21/2021 8:23 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 a total loss
Authorized Fleet Staff Digital Signature	✓ Kevin Teller 1/21/2021 8:54 AM
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	Confirmed
Authorizing HR Employee Digital Signature	✓ Malea Schmitt 8/11/2021 1:22 PM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✓ Anabel Macias 8/16/2021 8:24 AM
Purchasing Department Signature Acknowledgement	✓ Mary Watson 8/16/2021 9:17 AM

Vehicle Status Change

Commissioners Court - Regular Session**15.****Meeting Date:** 08/24/2021

County Attorney July 2021 Monthly Report

Submitted For: D. Hobbs**Submitted By:** Stephanie Lloyd, County Attorney**Department:** County Attorney**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider, and take appropriate action to approve the County Attorney July 2021 Monthly Report in compliance with Code of Criminal Procedure 103.005.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

July report

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Stephanie Lloyd

Final Approval Date: 08/17/2021

Reviewed By

Becky Pruitt

Date

08/17/2021 04:46 PM

Started On: 08/17/2021 04:40 PM

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 Dee Hobbs, County Attorney, Williamson County, who, on his oath, stated that the attached report of money collected is a true and correct report for the month of July, 2021.

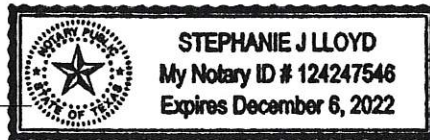
Dee Hobbs

DEE HOBBS
COUNTY ATTORNEY

On this 17th day of August, 2021, to certify which witness my hand and seal of office.

Stephanie J. Lloyd

NOTARY PUBLIC
In and for the State of Texas



CA - AR Receipts

GL Revenue Object	GL Revenue Fund	Receipt Source	Receipt Date	Receipt Number	Receipt Comment	Receipt Amount
207015	0100	CO ATTY	07-Jul-2021	30273	2020-0594	\$ 60.00
			08-Jul-2021	30278	REC 2019-1072	\$ 60.00
			14-Jul-2021	30294	2020-0235	\$ 60.00
			20-Jul-2021	30318	2019-4508; 2020-2568	\$ 285.00
			27-Jul-2021	30347	2018-6439 2020-3470 2018-6476	\$ 275.00
			30-Jul-2021	30364	2020-1975 2020-2961 2020-3332	\$ 180.00
		CO ATTY 2	16-Jul-2021	30302	2020-1481; 2020-0468	\$ 260.00
			22-Jul-2021	30331	2019-5486 2020-0039	\$ 120.00
207015 Total						\$ 1,300.00
341300	0406	CO ATTY HC FEES	09-Jul-2021	30283	HOT CK RESTITUTION	\$ 335.00
341300 Total						\$ 335.00
351000	0364	CO ATTY	19-Jul-2021	30309	2019-6177; 2020-3096	\$ 860.00
		CO ATTY 1	16-Jul-2021	30302	2020-1481; 2021-0711	\$ 860.00
		CO ATTY 3	16-Jul-2021	30302	2019-4508; 2020-2568; 2020-2622; 2020-3791	\$ 1,860.00
		CO ATTY INTERVENTION	02-Jul-2021	30261	2020-0594	\$ 500.00
			08-Jul-2021	30278	2020-2121 2019-1072REC	\$ 860.00
			22-Jul-2021	30331	2020-1401	\$ 500.00
			26-Jul-2021	30343	2019-5486 2020-1967 2020-1988 2020-2875 2020-2961 2020-3561 2021-0194	\$ 2,940.00
			27-Jul-2021	30347	202-0361 2020-3470	\$ 800.00
			28-Jul-2021	30354	2018-6476 2019-4207 2020-1500 2020-1975 2020-3198 2020-3257 2020-3470	\$ 2,780.00
			30-Jul-2021	30364	2019-3421 2019-5691 2020-0039 2020-3055 2020-3332	\$ 2,080.00
351000 Total						\$ 14,040.00
352200	0100	CO ATTY	12-Jul-2021	30286	21-0737-CC2/NIKOLAI NNAEMEKA HYKEL	\$ 150.00
					21-0740-CC2/JUSTIN E ARCHULETA	\$ 2,400.00
					21-0769-CC2/PEDRO CRISTIAN ROMAN-CASTORENA	\$ 175.00
352200 Total						\$ 2,725.00
Grand Total						\$ 18,400.00

Criminal Restitution July 2021

Date	Payor	Amount	Case #	Deposit Date
7/1/2021	Sean Soto	\$ 60.00	2020-0594	7/6/2021
		\$ 60.00		
Date	Payor	Amount	Case #	Deposit Date
7/6/2021	Gavino Lucio	\$ 60.00	2019-1072	7/8/2021
		\$ 60.00		
Date	Payor	Amount	Case #	Deposit Date
7/12/2021	Alexander Blair	\$ 60.00	2020-0235	7/13/2021
		\$ 60.00		
Date	Payor	Amount	Case #	Deposit Date
7/13/2021	Gustavo Mederos-Juarez	\$ 200.00	2020-0468	7/15/2021
7/13/2021	Willie Paul Parker	\$ 60.00	2020-1481	7/15/2021
		\$ 260.00		
Date	Payor	Amount	Case #	Deposit Date
7/15/2021	Ronald Lee McCreery	\$ 225.00	2019-4508	7/20/2021
7/15/2021	Clinton Robert Bradley	\$ 60.00	2020-2568	7/20/2021
		\$ 285.00		
Date	Payor	Amount	Case #	Deposit Date
7/21/2021	Aaron Keith Lawson	\$ 60.00	2019-5486	7/22/2021
7/21/2021	Gina Duran	\$ 60.00	2020-0039	7/22/2021
		\$ 120.00		
Date	Payor	Amount	Case #	Deposit Date
7/22/2021	John Douglas Sharp	\$ 155.00	2018-6439	7/27/2021
7/23/2021	Sheila Diane Thomas	\$ 60.00	2020-3470	7/27/2021
7/26/2021	Kendra Grimshaw King	\$ 60.00	2018-6476	7/27/2021
		\$ 275.00		
Date	Payor	Amount	Case #	Deposit Date
7/27/2021	Adriana Covarrubias	\$ 60.00	2020-1975	7/29/2021
7/27/2021	Allison Miranda McCullough	\$ 60.00	2020-2961	7/29/2021
7/28/2021	Philip Dover Jensen	\$ 60.00	2020-3332	7/29/2021
		\$ 180.00		

Disbursement Summary

TXWILLIAMSONP
ROD

Collection Date Range: 06/01/2021 - 06/30/2021

Ignore Tender Holds: No

Final Copy

County Attorney

County Attorney Bank

Williamson County Treasurer - HC

Disbursement Summary

Code Word	Description	(+) Collection Amount	(+) Previous Escrow	(-) Escrow Deductions	(-) Escrow Held	Disbursement Amount
CHKFEE	Check Fee	335.00	0.00	0.00	0.00	335.00

Disbursement Summary Totals		(+) Collection Amount	(+) Previous Escrow	(-) Escrow Deductions	(-) Escrow Held	Disbursement Amount
		335.00	0.00	0.00	0.00	335.00

Disbursement Detail

Check ID Number	Defendant	Code	(+) Collection Amount	(+) Previous Escrow	(-) Escrow Deductions	(-) Escrow Held	Disbursement Amount
19-00214	Ellner, Kevin (PID #: 1602814)	CHKFEE	75.00	0.00	0.00	0.00	75.00
20-00074	Blazer, Tracey (PID #: 981926)	CHKFEE	15.00	0.00	0.00	0.00	15.00
21-00006	Whelan, Michael (PID #: 1746334)	CHKFEE	75.00	0.00	0.00	0.00	75.00
21-00011	Woodall, David A (PID #: 1757074)	CHKFEE	75.00	0.00	0.00	0.00	75.00
21-00012	Zaid, Johnny (PID #: 1757474)	CHKFEE	50.00	0.00	0.00	0.00	50.00
21-00014	Palla, James M. (PID #: 434535)	CHKFEE	30.00	0.00	0.00	0.00	30.00
21-00017	Marquez, Alma (PID #: 1759847)	CHKFEE	15.00	0.00	0.00	0.00	15.00
Totals:			335.00	0.00	0.00	0.00	335.00

PTI Fees July 2021

7/1/2021	Sean Soto	\$ 500.00	2020-0594	7/2/2021
		\$ 500.00		
7/6/2021	Gavino Lucio	\$ 500.00	2019-1072	7/7/2021
7/6/2021	Victoria Celeste Guadalupe Nieto	\$ 360.00	2020-2121	7/7/2021
		\$ 860.00		
7/13/2021	Willie Paul Parker	\$ 360.00	2020-1481	7/14/2021
7/13/2021	Jennifer Sugg Hill	\$ 500.00	2021-0711	7/14/2021
		\$ 860.00		
7/14/2021	Ernesto Rene Gonzalez	\$ 500.00	2020-2622	7/16/2021
7/14/2021	Trenten Lee Spilman	\$ 360.00	2020-3791	7/16/2021
7/15/2021	Clinton Robert Bradley	\$ 500.00	2020-2568	7/16/2021
7/15/2021	Ronald Lee McCreery	\$ 500.00	2020-4508	7/16/2021
		\$ 1,860.00		
7/16/2021	Sergio O'Connor Hernandez	\$ 360.00	2019-6177	7/19/2021
7/16/2021	Jacob Walter Martin	\$ 500.00	2020-3096	7/19/2021
		\$ 860.00		
7/20/2021	Hunter Ryan Blish	\$ 500.00	2020-1401	7/21/2021
		\$ 500.00		
7/21/2021	Aaron Keith Lawson	\$ 500.00	2019-5486	7/23/2021
7/22/2021	Keeshaun Daishad Sonnier	\$ 360.00	2020-1967	7/23/2021
7/22/2021	Michael Robert Watkins	\$ 500.00	2020-1988	7/23/2021
7/21/2021	Garety Paul Prati	\$ 360.00	2020-2875	7/23/2021
7/21/2021	Allison Miranda McCullough	\$ 500.00	2020-2961	7/23/2021
7/22/2021	Jacob Ryan Cook	\$ 360.00	2020-3561	7/23/2021
7/21/2021	Taylor Marie McGinnis	\$ 360.00	2021-0194	7/23/2021
		\$ 2,940.00		
7/23/2021	Edwin D Vigil	\$ 500.00	2020-0361	7/26/2021
7/23/2021	Sheila Diane Thomas	\$ 300.00	2020-3470	7/26/2021
		\$ 800.00		
7/26/2021	Sheila Diane Thomas	\$ 60.00	2020-3470	7/28/2021
7/26/2021	Kendra Grimshaw King	\$ 360.00	2018-6476	7/28/2021
7/26/2021	Joseph Mathew Tinoco	\$ 360.00	2019-4207	7/28/2021
7/26/2021	Timothy Kamau Nyenjeri	\$ 500.00	2020-1500	7/28/2021
7/27/2021	Adriana Covarrubias	\$ 500.00	2020-1975	7/28/2021
7/27/2021	Megan Divine Harrison	\$ 500.00	2020-3198	7/28/2021
7/27/2021	Holden Guillermo Ovalle	\$ 500.00	2020-3257	7/28/2021
		\$ 2,780.00		
7/28/2021	Crystal Yvonne Rosales	\$ 360.00	2019-3421	7/30/2021
7/28/2021	Joel Adam Cruz	\$ 500.00	2019-5691	7/30/2021
7/29/2021	Gina Duran	\$ 500.00	2020-0039	7/30/2021
7/28/2021	Aaron Joseph Martin	\$ 360.00	2020-3055	7/30/2021
7/28/2021	Philip Dover Jensen	\$ 360.00	2020-3332	7/30/2021
		\$ 2,080.00		

Commissioners Court - Regular Session**16.****Meeting Date:** 08/24/2021

Deputy Appointment

Submitted By: Mickey Chance, Constable Pct. #1**Department:** Constable Pct. #1**Agenda Category:** Consent

Information**Agenda Item**

Discuss and consider confirming the appointment of Elizabeth Ewald as a Pct. 1 Deputy Constable.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Mickey Chance

Final Approval Date: 08/18/2021

Reviewed By

Becky Pruitt

Date

08/18/2021 12:35 PM

Started On: 08/18/2021 09:28 AM

Commissioners Court - Regular Session**17.****Meeting Date:** 08/24/2021

Child Welfare Reappointment

Submitted By: Becky Pruitt, County Judge**Department:** County Judge**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on re-appointing Susan Komandosky and Ranjit Chhabra to the Williamson County Child Welfare Board for another three-year term, October 2021-September 2024.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Letter

Form Review**Inbox**

County Judge Exec Asst. (Originator)

Form Started By: Becky Pruitt

Final Approval Date: 08/18/2021

Reviewed By

Becky Pruitt

Date

08/18/2021 12:37 PM

Started On: 08/18/2021 12:26 PM



August 17, 2021

Judge Bill Gravell Jr.
Williamson County Courthouse
710 Main Street, Suite 101
Georgetown, TX 78626

The Honorable Bill Gravell and Williamson County Commissioners,

As we near the end of fiscal year 2021, the Williamson County Child Welfare Board has three board members up for re-appointment – Susan Komandosky (our current board vice-president), Ranjit (Randy) Chhabra and Jen Davis.

Due to numerous competing priorities, Ms. Jen Davis has decided to step down from the board as an official member, however, she plans to continue to support the board by participating in fundraising and community events and helping to celebrate children and youth in foster care that are adopted.

I am requesting that the Commissioner's Court approve the reappointment of Susan Komandosky and Randy Chhabra to the Williamson County Child Welfare Board for another three-year term, October 2021 to September 2024. Ms. Komandosky and Mr. Chhabra are both actively engaged with the board in supporting Williamson County children in foster care.

Please place the request for the reappointment of Ms. Komandosky and Mr. Chhabra to the board on your agenda at your earlier convenience. If you have any questions, please do not hesitate to contact me.

Thank you for your support of the board and the privilege you afford us to support Williamson County children in foster care.

Respectfully submitted,

Kim

Kim Gibbons
WCCWB President
512-415-9609
kimgibbons@gmail.com

Commissioners Court - Regular Session**18.****Meeting Date:** 08/24/2021

Constable Pct 3 Agreement with TransUnion Risk and Alternative Data Solutions, Inc.

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 an agreement between TransUnion Risk and Alternative Data Solutions, Inc. and Williamson County for a research database subscription in the amount of \$280.00 per month, and authorizing execution of the agreement.

Background

Approval of this agreement will support the operations of the Williamson County Constable Precinct 3's office. TransUnion will provide real time data that is updated daily to help locate persons, assets, and addresses with support through Social Media Search, Reverse Phone Lookup, Real-time Phone Carrier Search, and more. The attached supplement provides additional detail. The subscription will be on a month-to-month basis which can be terminated at anytime prior to the beginning of the subsequent month's billing cycle. The monthly billing rate is \$280.00 for a yearly total of \$3,360.00 per fiscal year. The Department point of contact is Patrick Hurley. This expenditure will be charged to 01.0100.0553.004210.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Pct 3 Constable TRADS

TransUnion Redacted

Form Review**Inbox****Reviewed By****Date**

Purchasing (Originator)

Joy Simonton

08/18/2021 06:34 PM

County Judge Exec Asst.

Becky Pruitt

08/19/2021 08:40 AM

Form Started By: Mary Watson

Started On: 08/18/2021 02:40 PM

Final Approval Date: 08/19/2021



TRANSUNION RISK AND ALTERNATIVE DATA SOLUTIONS, INC.
SUBSCRIBER AGREEMENT & APPLICATION

Application: Must be completed in its entirety.

Company	
Name of Company or Agency ("Subscriber"): WILLIAMSON COUNTY CONSTABLE PCT 3 DBA:	
Federal Employee Identification Number (FEIN): 74-6000978	
Physical Address: 100 WILCO WAY STE C101 GEORGETOWN, TEXAS 78626	
Phone Number: 512-943-1434	Number of Employees: 15
Type of Business (LLC, C-Corp, S-Corp):	Industry: LAW ENFORCEMENT
Web Site Address: https://www.wilco.org/Government/Constables/Three	
Business / Professional License # (if applicable):	Please provide copy of license

Primary Administrator (The person responsible for managing your account on behalf of the Company)	
Name: PATRICK HURLEY	Title: CHIEF DEPUTY
Address (if not Headquarters):	
Direct Phone #: 512-943-3669	Cell Phone #: 737-245-4676
E-mail Address: patrick.hurley@wilco.org	

Subscriber Agreement:

This Subscriber Agreement ("Agreement") is entered into as of the date indicated below, by and between Subscriber and TransUnion Risk and Alternative Data Solutions, Inc. ("TRADS"), effective on the date of the approval of the foregoing Application by TRADS.

1. Subscriber understands and agrees that TRADS offers public record products and other products and services ("TRADS Services") that contain sensitive information that is governed by various state and federal laws, including the Gramm-Leach-Bliley Act (15 U.S.C. § 6801-6809) ("GLBA") and The Driver's Privacy Protection Act (18 U.S.C. § 2721-2725) ("DPPA"), all of which the Subscriber certifies to comply.
2. TRADS is not a "consumer reporting agency," as defined by the Fair Credit Reporting Act (15 U.S.C. § 1681 et seq.) ("FCRA") and TRADS Services do not constitute "consumer report(s)," as defined by FCRA. TRADS Services may not be used in whole or in part as a factor in determining eligibility for credit, insurance, or employment or for any other purpose contemplated by the FCRA.
3. TRADS may make a reasonable number of TRADS Services available to the Subscriber on a trial basis free of charge until the earlier of (a) seven (7) calendar days or as otherwise agreed to by TRADS in writing or (b) 300 transactions or (c) the start date of purchased TRADS Services ordered by Subscriber. Subscriber access to TRADS Services during any such free trial shall be subject to all the terms of your Subscriber Agreement and the online Terms and Conditions. After the expiration of a free trial, if any, Subscriber agrees to pay TRADS all applicable fees and charges for TRADS Services accessed, including taxes, duties and other charges imposed by any governmental entity for the TRADS Services provided under this Agreement within twenty (20) days of the date of each invoice.
4. Either party may terminate this Agreement at any time upon notice to the other party.
5. This Agreement, the attachments, if any, and the online Terms and Conditions, all incorporated by reference, constitute the entire agreement between Subscriber and TRADS. Terms and Conditions may be found at <http://www.TLO.com/termsandconditions>.

AUTHORIZATION AND ACCEPTANCE OF TERMS

Subscriber agrees to be bound by this Agreement and agrees to pay all fees and charges according to the online Terms and Conditions. I certify that I am authorized to execute this Agreement on behalf of the Subscriber and the statements I have provided in this Agreement are true and correct.

Name of Company or Agency ("Subscriber"): WILLIAMSON COUNTY CONSTABLE PCT 3	DBA:
Authorized Signature:	DATE:
Print Name of Authorized Signer:	TITLE:

Revised February 1, 2016

Account #



PRICING SUPPLEMENT

This Pricing Supplement and attached Pricing Sheet (collectively, the "Supplement") is incorporated into and supplements the then-current Law Enforcement Agency Subscriber Agreement ("Agreement") between TransUnion Risk and Alternative Data Solutions, Inc. ("TRADS") and the below-identified Agency ("Agency"). The Agency agrees as follows:

1. **Effective Date; Term.** The Effective Date of this Supplement is specified in the Pricing Sheet. This Supplement shall commence upon the Effective Date and continue for the period specified in the Pricing Sheet ("Supplement Term"). Upon expiration of the Supplement Term, the Agreement will continue in effect in accordance with the terms therein, absent this Supplement, subject to TRADS's then-current fees and charges for the TRADS Services accessed thereafter. TRADS reserves the right to terminate this Supplement for convenience at any time.
2. **Fees and Charges.** Agency agrees to be bound by this Supplement and agrees to pay all fees and charges set forth in the Pricing Sheet during the Supplement Term.
3. **Miscellaneous.** In the event of a conflict between the terms of this Pricing Supplement and any prior pricing supplement, agreement or understanding with respect to the TRADS Services identified herein, the terms of this Pricing Supplement shall supersede, control and otherwise replace. In the event any one or more provisions of this Supplement, or the Pricing Sheet, is held to be invalid or unenforceable, the enforceability of any remaining provision(s) shall be unimpaired. All capitalized terms used but not defined in this Supplement will have the same meanings given to them in the Agreement. Except as provided in this Supplement, all other terms the Agreement shall remain in full force and effect in accordance with its terms. In the event of a conflict between the terms of the Agreement and this Supplement, the terms of this Supplement will apply.

[Remainder of page intentionally left blank. Signature page follow on the attached Pricing Sheet]



PRICING SHEET to Pricing Supplement

"Agency": <u>Williamson County Constable PCT 3</u> Agency ID: [REDACTED] TRADS Services: TLOxp® Online - Non-Batch LE Flat Rate. Effective Date: <u>10/01/2021</u> Supplement Term: <u>12</u> month(s) without auto-renewal.	"Monthly Fee": <u>USD 280.00</u> "Number of Monthly Transactions": <u>500</u> The Monthly Fee includes the Number of Monthly Transactions, subject to the Excluded Items and Overage Transaction pricing. Unused Number of Monthly Transactions do not rollover into a subsequent month.																								
INCLUDED SEARCHES AND REPORTS: The Monthly Fee includes all searches and reports currently offered through the TRADS Services as of the Effective Date, with the <u>exception of</u> the searches and reports listed below ("Excluded Items"), <u>unless</u> checked below, in which case, the checked items are included in the Monthly Fee. <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 5%; border: 1px solid black; text-align: center;">☐</td> <td style="width: 45%;">Social Media Comprehensive Report</td> <td style="width: 5%; border: 1px solid black; text-align: center;">☒</td> <td style="width: 45%;">Comprehensive Report – Person</td> </tr> <tr> <td style="border: 1px solid black; text-align: center;">☒</td> <td>Social Media Basic Search</td> <td style="border: 1px solid black; text-align: center;">☒</td> <td>Comprehensive Report – Business</td> </tr> <tr> <td style="border: 1px solid black; text-align: center;">☒</td> <td>Super Reverse Phone Lookup</td> <td style="border: 1px solid black; text-align: center;">☒</td> <td>Address Report</td> </tr> <tr> <td style="border: 1px solid black; text-align: center;">☒</td> <td>Relationship Report</td> <td style="border: 1px solid black; text-align: center;">☒</td> <td>Locate/Asset Report</td> </tr> <tr> <td style="border: 1px solid black; text-align: center;">☒</td> <td>Real-Time Phone Carrier Search</td> <td style="border: 1px solid black; text-align: center;">☒</td> <td>Phone Report</td> </tr> <tr> <td style="border: 1px solid black; text-align: center;">☐</td> <td>Real-Time Arrests & Incarcerations</td> <td></td> <td></td> </tr> </table> The Excluded Items are subject to TRADS' then-current fees and charges (unless a price is specified above) on a per Transaction basis, subject to Agency's data access rights. The fees and charges for Excluded Items are in addition to the Monthly Fee. TRADS reserves the right to exclude (as Excluded Items) future released searches and/or reports from the Monthly Fee.		☐	Social Media Comprehensive Report	☒	Comprehensive Report – Person	☒	Social Media Basic Search	☒	Comprehensive Report – Business	☒	Super Reverse Phone Lookup	☒	Address Report	☒	Relationship Report	☒	Locate/Asset Report	☒	Real-Time Phone Carrier Search	☒	Phone Report	☐	Real-Time Arrests & Incarcerations		
☐	Social Media Comprehensive Report	☒	Comprehensive Report – Person																						
☒	Social Media Basic Search	☒	Comprehensive Report – Business																						
☒	Super Reverse Phone Lookup	☒	Address Report																						
☒	Relationship Report	☒	Locate/Asset Report																						
☒	Real-Time Phone Carrier Search	☒	Phone Report																						
☐	Real-Time Arrests & Incarcerations																								
OVERAGE TRANSACTION PRICING: Transactions exceeding the Number of Monthly Transactions are subject to TRADS' then-current fees and charges on a per Transaction basis, except as specified otherwise below ("Overage Transactions") and subject to Agency's data access rights. Fees and charges for Overage Transactions are in addition to the Monthly Fee.																									
"Transactions" means any information returned by TRADS in response to a search query (whether in the form of search results or reports).																									

Agency acknowledges and agrees that Agency's signature on this page constitutes agreement to and acceptance of this Supplement in its entirety.

Williamson County Constable PCT 3 ("Agency")

By: _____

Representative

Full Name

Title

Date Signed

Commissioners Court - Regular Session**19.****Meeting Date:** 08/24/2021

Juvenile Justice LiveScan Ruggedized Mugshot Capture and Printer

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 Agreement between Williamson County and Idemia Identity & Security USA LLC for the purchase of LiveScan for a total of \$2,937.00, and authorizing the execution of the Agreement.

Background

The approval of this agreement will benefit the Williamson County Juvenile Justice Center with the extension of the LiveScan Ruggedized Mugshot Capture and Printer. The system captures biometric identity information such as finger prints, palm prints, and mugshots. The attached agreement has more detailed information regarding the equipment and use. The extension will extend the agreement though 2/23/2022. The total cost is \$2,937.00. The original equipment was installed on 2/24/2020. The point of contact is Roberto Lopez. The line item expenditure is being charged to 01.0100.0576.004500.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Idemia Redacted Agreement
Idemia

Form Review**Inbox****Reviewed By****Date**

Purchasing (Originator)

Joy Simonton

08/19/2021 10:49 AM

County Judge Exec Asst.

Becky Pruitt

08/19/2021 11:11 AM

Form Started By: Mary Watson

Started On: 08/18/2021 03:16 PM

Final Approval Date: 08/19/2021

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

**COUNTY ADDENDUM FOR
LIVESCAN SOFTWARE
MAINTENANCE & SUPPORT
(Idemia Identity & Security USA LLC
- Idemia Agreement [REDACTED])**

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 CONTRACT is made and entered into by and between **Williamson County Juvenile Justice Center** (hereinafter "Customer" or "The County" or "Williamson County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Idemia Identity & Security USA LLC** (hereinafter "Idemia"). Customer agrees to engage Idemia as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

Incorporated Documents: This Agreement constitutes the entire Agreement 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 Agreement include the following:

- A. Idemia Maintenance and Support Agreement # [REDACTED] and
- B. This Williamson County Addendum.

II.

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.

III.

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

IV.

Compliance with All Laws: Customer and Idemia agree to and will comply with any and all local, state or federal laws with respect to the services rendered under this Agreement.

V.

Payment: Idemia will be compensated as set forth in Idemia Maintenance and Support Agreement # 006969-000, which is incorporated herein as if copied in full.

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.

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 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.

VII.

Right to Audit: Idemia agrees that Customer 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 Idemia which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Idemia agrees that Customer shall have access during normal working hours to all necessary Idemia 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 Idemia reasonable advance notice of intended audits. In no circumstances will Idemia be required to create or maintain documents not kept in the ordinary course of Idemia's business operations, nor will Idemia be required to disclose any information, including but not limited to product cost data, which it considers confidential or proprietary.

VIII.

Mediation: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on the contracts relevant to this contract. The parties expressly agree and acknowledge that Customer does not agree to arbitration.

X.

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

XI.

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 County's rights.

XII.

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

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:

Authorized Signature

Date: _____, 2021

IDEMIA:



Authorized Signature

Date: July 30, 2021

Michael Hash
Vice President



5515 East La Palma Ave., Suite 100
Anaheim, CA 92807
Tel: (714) 238-2000
Fax: (714) 238-2049

April 27, 2021

Roberto Lopez
Williamson County Juvenile Justice Center
200 Wilco Way
Georgetown, TX 78626
Robertolopez@wilco.org
512-943-1960

RE: Maintenance and Support Agreement # [REDACTED]

By means of this letter, Idemia Identity & Security USA LLC ("IDEMIA" or "Seller") hereby extends **Williamson County Juvenile Justice Center** Maintenance and Support Agreement for the period 02/24/2021 through **02/23/2022** per the Terms and Conditions below.

Please indicate acceptance of this agreement by signing in the acceptance block below and returning it to my attention via Email at jenny.pelayo@idemia.com at your soonest convenience.

If you have any questions or need further clarification, please contact me at (714) 575-2945 or e-mail jenny.pelayo@idemia.com. Thank you in advance.

Thank you,

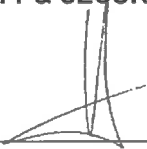
Jenny Pelayo

Jenny Pelayo
Maintenance Agreement Specialist II
Idemia Identity & Security USA LLC

Accepted by:

IDEMIA IDENTITY & SECURITY USA LLC

**WILLIAMSON COUNTY JUVENILE JUSTICE
CENTER**

Signed by:  _____

Signed by: _____

Printed Name: Michael Hash

Printed Name: _____

Title: Vice President

Title: _____

Date: April 27, 2021

Date: _____

Please note this is not an invoice. An invoice will be provided after receipt of the signed document or purchase order.

Description of Covered Products

MAINTENANCE AND SUPPORT AGREEMENT NO. SA # [REDACTED]

CUSTOMER: Williamson County Juvenile Justice Center

The following table lists the Products under maintenance coverage:

Product	Description	Node	Qty
LiveScan & Printer	LiveScan – Ruggedized W/ Mugshot Capture – W10 – Installed 02/24/2020 -Printer, Black & White Tenprint Card, Duplexer	TXTPE40503	1

Support Plan Options and Pricing Worksheet

Maintenance and Support Agreement # [REDACTED]

Date April 27, 2021

New Term Effective

Start 02/24/2021

End 02/23/2022

STANDARD SUPPORT

☒ **Advantage – Software Support**

- ◆ Telephone Response: 2 Hour
- ◆ Remote Dial-In Analysis
- ◆ Unlimited Telephone Support
- ◆ Standard Releases & Updates
- ◆ Software Customer Alert Bulletins
- ◆ Automatic Call Escalation
- ◆ Supplemental Releases & Updates
- ◆ 8 a.m. – 5 p.m. Monday to Friday PPM

☒ **On-Site Hardware Support**

- ◆ 8 a.m. – 5 p.m. Monday to Friday PPM
- ◆ Next Day PPM On-site Response
- ◆ Hardware Vendor Liaison
- ◆ Defective Parts Replacement
- ◆ Escalation Support
- ◆ Hardware Customer Alert Bulletins
- ◆ Hardware Service Reporting
- ◆ Product Repair
- ◆ Equipment Inventory Detail Management

☒ **Parts Support**

- ◆ Parts Ordered & Shipped Next Business Day
- ◆ Parts Customer Alert Bulletins
- * If customer is providing their own on-site hardware support, the following applies:*
 - Customer Orders & Replaces Parts
 - Telephone Technical Support for Parts Replacement Available

GRAND TOTAL

\$ 2,937.00

PLEASE PROVIDE A COPY OF YOUR CURRENT TAX EXEMPTION CERTIFICATE (if applicable)

Maintenance and Support Agreement - Number SA # [REDACTED]

This Support Plan is a Statement of Work that provides a description of the support to be performed.

1. **Services Provided.** The Services provided are based on the Severity Levels as defined herein. Each Severity Level defines the actions that will be taken by Seller for Response Time, Target Resolution Time, and Resolution Procedure for reported errors. Because of the urgency involved, Response Times for Severity Levels 1 and 2 are based upon voice contact by Customer, as opposed to written contact by facsimile or letter. Resolution Procedures are based upon Seller's procedures for Service as described below.

Severity Level	Definition	Response Time	Target Resolution Time
1	Total System Failure - occurs when the System is not functioning and there is no workaround; such as a Central Server is down or when the workflow of an entire agency is not functioning.	Telephone conference within 1 hour of initial voice notification	Resolve within 24 hours of initial notification
2	Critical Failure - Critical process failure occurs when a crucial element in the System that does not prohibit continuance of basic operations is not functioning and there is usually no suitable work-around. Note that this may not be applicable to intermittent problems.	Telephone conference within 3 Standard Business Hours of initial voice notification	Resolve within 7 Standard Business Days of initial notification
3	Non-Critical Failure - Non-Critical part or component failure occurs when a System component is not functioning, but the System is still useable for its intended purpose, or there is a reasonable workaround.	Telephone conference within 6 Standard Business Hours of initial notification	Resolve within 180 days in a Seller-determined Patch or Release.
4	Inconvenience - An inconvenience occurs when System causes a minor disruption in the way tasks are performed but does not stop workflow.	Telephone conference within 2 Standard Business Days of initial notification	At Seller's discretion, may be in a future Release.
5	Customer request for an enhancement to System functionality is the responsibility of Seller's Product Management.	Determined by Seller's Product Management.	If accepted by Seller's Product Management, a release date will be provided with a fee schedule, when appropriate.

1.1 **Reporting a Problem.** Customer shall assign an initial Severity Level for each error reported, either verbally or in writing, based upon the definitions listed above. Because of the urgency involved, Severity Level 1 or 2 problems must be reported verbally to the Seller's call intake center. Seller will notify the Customer if Seller makes any changes in Severity Level (up or down) of any Customer-reported problem.

1.2 **Seller Response.** Seller will use best efforts to provide Customer with a resolution within the appropriate Target Resolution Time and in accordance with the assigned Severity Level when Customer allows timely access to the System and Seller diagnostics indicate that a Residual Error is present in the Software. Target Resolution Times may not apply if an error cannot be reproduced on a regular basis on either Seller's or Customer's Systems. Should Customer report an error that Seller cannot reproduce, Seller may enable a detail error capture/logging process to monitor the System. If Seller is unable to correct the reported Residual Error within the specified Target Resolution Time, Seller will escalate its procedure and assign such personnel or designee to correct such Residual Error promptly. Should Seller, in its sole discretion, determine that such Residual Error is not present in its Release, Seller will verify: (a) the Software operates in conformity to the System Specifications, (b) the Software is being used in a manner for which it was intended or designed, and (c) the Software is used only with approved hardware or software. The Target Resolution Time shall not commence until such time as the verification procedures are completed.

1.3 **Error Correction Status Report.** Seller will provide verbal status reports on Severity Level 1 and 2 Residual Errors. Written status reports on outstanding Residual Errors will be provided to System Administrator on a monthly basis.

2. **Customer Responsibility.**

2.1 Customer is responsible for running any installed anti-virus software.

2.2 **Operating System ("OS") Upgrades.** Unless otherwise stated herein, Customer is responsible for any OS upgrades to its System. Before installing any OS upgrade, Customer should contact Seller to verify that a given OS upgrade is appropriate.

3. **Seller Responsibility.**

3.1 **Anti-virus software.** At Customer's request, Seller will make every reasonable effort to test and verify specific anti-virus, anti-worm, or anti-hacker patches against a replication of Customer's application. Seller will respond to any reported problem as an escalated support call.

3.2 **Customer Notifications.** Seller shall provide access to (a) Field Changes; (b) Customer Alert Bulletins; and (c) hardware and firmware updates, as released and if applicable.

3.3 **Account Reviews.** Seller shall provide annual account reviews to include (a) service history of site; (b) downtime analysis; and (c) service trend analysis.

3.4 **Remote Installation.** At Customer's request, Seller will provide remote installation advice or assistance for Updates.

3.5 Software Release Compatibility. At Customer's request, Seller will provide: (a) current list of compatible hardware operating system releases, if applicable; and (b) a list of Seller's Software Supplemental or Standard Releases

3.6 On-Site Correction. Unless otherwise stated herein, all suspected Residual Errors will be investigated and corrected from Seller's facilities. Seller shall decide whether on-site correction of any Residual Error is required and will take appropriate action.

4. Compliance to Local, County, State and/or Federal Mandated Changes. *(Applies to Software and interfaces to those Products)* Unless otherwise stated herein, compliance to local, county, state and/or federally mandated changes, including but not limited to IBR, UCR, ECARS, NCIC and state interfaces are not part of the covered Services.

(The below listed terms are applicable only when the Maintenance and Support Agreement includes (a) Equipment which is shown on the Description of Covered Products, Exhibit A to the Maintenance.)

5. On-site Product Technical Support Services. Seller shall furnish labor and parts required due to normal wear to restore the Equipment to good operating condition.

5.1 Seller Response. Seller will provide telephone and on-site response to Central Site, defined as the Customer's primary data processing facility, and Remote Site, defined as any site outside the Central Site, as shown in Support Plan Options and Pricing Worksheet.

5.2 At Customer's request, Seller shall provide continuous effort to repair a reported problem beyond the PPM. Provided Customer gives Seller access to the Equipment before the end of the PPM, Seller shall extend a two (2) hour grace period beyond PPM at no charge. Following this grace period, any additional on-site labor support shall be invoiced on a time and material basis at Seller's then current rates for professional services.

Terms & Conditions

Idemia Identity & Security USA LLC, ("IDEMIA" or "Seller") having a principal place of business at 5515 East La Palma Avenue, Suite 100, Anaheim, CA 92807, and Williamson County Juvenile Justice Center ("Customer"), having a place of business at 200 Wilco Way, Georgetown, TX 78626, enter into this Maintenance and Support Agreement ("Agreement"), pursuant to which Customer will purchase and Seller will sell the maintenance and support services as described below and in the attached exhibits. Seller and Customer may be referred to individually as "party" and collectively as "parties."

For good and valuable consideration, the parties agree as follows.

Section 1. EXHIBITS

The Exhibits listed below are incorporated into and made a part of this Agreement. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement will take precedence over the Exhibits and any inconsistency between the Exhibits will be resolved in the order in which they are listed below.

Exhibit-A "Description of Covered Products"

Exhibit-B "Support Plan"

Exhibit-C "Support Plan Options and Pricing Worksheet"

Section 2. DEFINITIONS

"Equipment" means the physical hardware purchased by Customer from Seller pursuant to a separate System Agreement, Products Agreement, or other form of agreement.

"IDEMIA" means Idemia Identity & Security USA LLC.

"IDEMIA Software" means Software that IDEMIA or Seller owns. The term includes Product Releases, Standard Releases, and Supplemental Releases.

"Non-IDEMIA Software" means Software that a party other than IDEMIA or Seller owns.

"Optional Technical Support Services" means fee-based technical support services that are not covered as part of the standard Technical Support Services.

"Patch" means a specific change to the Software that does not require a Release.

"Principal Period of Maintenance" or "PPM" means the specified days, and times during the days, that maintenance and support services will be provided under this Agreement. The PPM selected by Customer is indicated in the Support Plan Options and Pricing Worksheet.

"Products" means the Equipment (if applicable as indicated in the Description of Covered Products) and Software provided by Seller.

"Releases" means an Update or Upgrade to the IDEMIA Software and are characterized as "Supplemental Releases," "Standard Releases," or "Product Releases." A "Supplemental Release" is defined as a minor release of IDEMIA Software that contains primarily error corrections to an existing Standard Release and may contain limited improvements that do not affect the overall structure of the IDEMIA Software. Depending on Customer's specific configuration, a Supplemental Release might not be applicable. Supplemental Releases are identified by the third digit of the three-digit release number, shown here as underlined: "1.2.3". A "Standard Release" is defined as a major release of IDEMIA Software that contains product enhancements and improvements, such as new databases, modifications to databases, or new servers. A Standard Release may involve file and database conversions, System configuration changes, hardware changes, additional training, on-site installation, and System downtime. Standard Releases are identified by the second digit of the three-digit release number, shown here as

underlined: "1.2.3". A "Product Release" is defined as a major release of IDEMIA Software considered to be the next generation of an existing product or a new product offering. Product Releases are identified by the first digit of the three-digit release number, shown here as underlined: "1.2.3". If a question arises as to whether a Product offering is a Standard Release or a Product Release, IDEMIA's opinion will prevail, provided that IDEMIA treats the Product offering as a new Product or feature for its end user customers generally.

"Residual Error" means a software malfunction or a programming, coding, or syntax error that causes the Software to fail to conform to the Specifications.

"Services" means those maintenance and support services described in the Support Plan and provided under this Agreement.

"Software" means the IDEMIA Software and Non-IDEMIA Software that is furnished with the System or Equipment.

"Specifications" means the design, form, functionality, or performance requirements described in published descriptions of the Software, and if also applicable, in any modifications to the published specifications as expressly agreed to in writing by the parties.

"Standard Business Day" means Monday through Friday, 8:00 a.m. to 5:00 p.m. local time, excluding established IDEMIA holidays.

"Standard Business Hour" means a sixty (60) minute period of time within a Standard Business Day(s).

"Start Date" means the date upon which this Agreement begins. The Start Date is specified in the Support Plan Options and Pricing Worksheet.

"System" means the Products and services provided by Seller as a system as more fully described in the Technical and Implementation Documents attached as exhibits to a System Agreement between Customer and Seller (or IDEMIA).

"Technical Support Services" means the remote telephonic support provided by Seller on a standard and centralized basis concerning the Products, including diagnostic services and troubleshooting to assist Customer in ascertaining the nature of a problem being experienced by the Customer, minor assistance concerning the use of the Software (including advising or assisting the Customer in attempting data/database recovery, database set up, client-server advice), and assistance or advice on installation of Releases provided under this Agreement.

"Update" means a Supplemental Release or a Standard Release.

"Upgrade" means a Product Release.

Section 3. SCOPE AND TERM OF SERVICES

3.1. In accordance with the provisions of this Agreement and in consideration of the payment by Customer of the price for the Services, Seller will provide to Customer the Services in accordance with Customer's selections as indicated in the Support Plan Options and Pricing Worksheet, and such Services will apply only to the Products described in the Description of Covered Products.

3.2. Unless the Support Plan Options and Pricing Worksheet expressly provides to the contrary, the term of this Agreement is one (1) year, beginning on the Start Date. This annual maintenance and support period will automatically renew upon the anniversary date for successive one (1) year periods unless either party notifies the other of its intention to not renew the Agreement (in whole or part) not less than thirty (30) days before the anniversary date or this Agreement is terminated for default by a party.

3.3. This Agreement covers all copies of the specified Software listed in the Description of Covered Products that are licensed by Seller to Customer. If the price for Services is based upon a per unit fee, such price will be calculated on the total number of units of the Software that are licensed to Customer as of the beginning of the annual maintenance and support period. If, during an annual maintenance and support period, Customer acquires additional units of the Software that is covered by this Agreement, the price for maintenance and support services for those additional units will be calculated and added to the total price either (1) if and when the annual maintenance and support period is renewed or (2) immediately when Customer acquires the additional units, as IDEMIA determines. Seller may adjust the price of the maintenance and support services effective as of a renewal if it provides to Customer notice of the price adjustment at least forty-five (45) days before the expiration of the annual maintenance and support period. If Customer notifies Seller of its intention not to renew this Agreement as permitted by Section 3.2 and later wishes to reinstate this Agreement, it may do so with Seller's consent provided (a) Customer pays to Seller the amount that it would have paid if Customer had kept this Agreement current, (b) Customer ensures that all applicable Equipment is in good operating conditions at the time of reinstatement, and (c) all copies of the specified Software listed in the Description of Covered Products are covered.

3.4. When Seller performs Services at the location of installed Products, Customer agrees to provide to Seller, at no charge, a non-hazardous environment for work with shelter, heat, light, and power, and with full and free access to the covered Products. Customer will provide all information pertaining to the hardware and software with which the Products are interfacing to enable Seller to perform its obligations under this Agreement.

3.5. All Customer requests for covered Services will be made initially with the call intake center identified in the Support Plan Options and Pricing Worksheet.

3.6. Seller will provide to Customer Technical Support Services and Releases as follows:

3.6.1. Seller will provide unlimited Technical Support Services and correction of Residual Errors during the PPM in accordance with the exhibits. The level of Technical Support depends upon the Customer's selection as indicated in the Support Plan Options and Pricing Worksheet. Any Technical Support Services that are performed by Seller outside the contracted PPM and any Residual Error corrections that are outside the scope shall be billed at the then current hourly rates. Technical Support Services will be to investigate specifics about the functioning of covered Products to determine whether there is a defect in the Product and will not be used in lieu of training on the covered Products.

3.6.2. Unless otherwise stated in paragraph 3.6.3 or if the Support Plan Options and Pricing Worksheet expressly provides to the contrary, Seller will provide to Customer without additional license fees an available Supplemental or Standard Release after receipt of a request from Customer, but Customer must pay for any installation or other services and any necessary Equipment or third party software provided by Seller in connection with such Supplemental or Standard Release. Any services will be performed in accordance with a mutually agreed schedule.

3.6.3. Seller will provide to Customer an available Product Release after receipt of a request from Customer, but Customer must pay for all additional license fees, any installation or other services, and any necessary Equipment provided by Seller in connection with such Product Release. Any services will be performed in accordance with a mutually agreed schedule.

3.6.4. Seller does not warrant that a Release will meet Customer's particular requirement, operate in the combinations that Customer will select for use, be uninterrupted or error-free, be backward compatible, or that all errors will be corrected. Full compatibility of a Release with the capabilities and functions of earlier versions of the Software may not be technically feasible. If it is technically feasible, services to integrate these capabilities and functions to the updated or upgraded version of the Software

may be purchased at Customer's request on a time and materials basis at Seller's then current rates for professional services.

3.6.5. Seller's responsibilities under this Agreement to provide Technical Support Services shall be limited to the current Standard Release plus the two (2) prior Standard Releases (collectively referred to in this section as "Covered Standard Releases."). Notwithstanding the preceding sentence, Seller will provide Technical Support Services for a Severity Level 1 or 2 error concerning a Standard Release that precedes the Covered Standard Releases unless such error has been corrected by a Covered Standard Release (in which case Customer shall install the Standard Release that fixes the reported error or terminate this Agreement as to the applicable Software).

3.7. The maintenance and support Services described in this Agreement are the only covered services. Unless Optional Technical Support Services are purchased, these Services specifically exclude and Seller shall not be responsible for:

3.7.1. Any service work required due to incorrect or faulty operational conditions, including but not limited to Equipment not connected directly to an electric surge protector, or not properly maintained in accordance with the manufacturer's guidelines.

3.7.2. The repair or replacement of Products or parts resulting from failure of the Customer's facilities, Customer's personal property and/or devices connected to the System (or interconnected to devices) whether or not installed by Seller's representatives.

3.7.3. The repair or replacement of Equipment that has become defective or damaged due to physical or chemical misuse or abuse, Customer's negligence, or from causes such as lightning, power surges, or liquids.

3.7.4. Any transmission medium, such as telephone lines, computer networks, or the worldwide web, or for Equipment malfunction caused by such transmission medium.

3.7.5. Accessories, custom or Special Products; modified units; or modified Software.

3.7.6. The repair or replacement of parts resulting from the tampering by persons unauthorized by Seller or the failure of the System due to extraordinary uses.

3.7.7. Operation and/or functionality of Customer's personal property, equipment, and/or peripherals and any application software not provided by Seller.

3.7.8. Services for any replacement of Products or parts directly related to the removal, relocation, or reinstallation of the System or any System component.

3.7.9. Services to diagnose technical issues caused by the installation of unauthorized components or misuse of the System.

3.7.10. Services to diagnose malfunctions or inoperability of the Software caused by changes, additions, enhancements, or modifications in the Customer's platform or in the Software.

3.7.11. Services to correct errors found to be caused by Customer-supplied data, machines, or operator failure.

3.7.12. Operational supplies, including but not limited to, printer paper, printer ribbons, toner, photographic paper, magnetic tapes and any supplies in addition to that delivered with the System; battery replacement for uninterruptible power supply (UPS); office furniture including chairs or workstations.

3.7.13. Third-party software unless specifically listed on the Description of Covered Products.

3.7.14. Support of any interface(s) beyond Seller-provided port or cable, or any services that are necessary because third party hardware, software or supplies fail to conform to the specifications concerning the Products.

3.7.15. Services related to customer's failure to back up its data or failure to use an UPS system to protect against power interruptions.

3.7.16. Any design consultation such as, but not limited to, configuration analysis, consultation with Customer's third-party provider(s), and System analysis for modifications or Upgrades or Updates which are not directly related to a Residual Error report.

3.8. The Customer hereby agrees to:

3.8.1. Maintain any and all electrical and physical environments in accordance with the System manufacturer's specifications.

3.8.2. Provide standard industry precautions (e.g. back-up files) ensuring database security, per Seller's recommended backup procedures.

3.8.3. Ensure System accessibility, which includes physical access to buildings as well as remote electronic access. Remote access can be stipulated and scheduled with customer; however, remote access is required and will not be substituted with on-site visits if access is not allowed or available.

3.8.4. Appoint one or more qualified employees to perform System Administration duties, including acting as a primary point of contact to Seller's Customer Support organization for reporting and verifying problems, and performing System backup. At least one member of the System Administrators group should have completed Seller's End-User training and System Administrator training (if available). The combined skills of this System Administrators group should include proficiency with: the Products, the system platform upon which the Products operate, the operating system, database administration, network capabilities such as backing up, updating, adding, and deleting System and user information, and the client, server and stand alone personal computer hardware. The System Administrator shall follow the Residual Error reporting process described herein and make all reasonable efforts to duplicate and verify problems and assign a Severity Level according to definitions provided herein. Customer agrees to use reasonable efforts to ensure that all problems are reported and verified by the System Administrator before reporting them to Seller. Customer shall assist Seller in determining that errors are not the product of the operation of an external system, data links between system, or network administration issues. If a Severity Level 1 or 2 Residual Error occurs, any Customer representative may contact Seller's Customer Support Center by telephone, but the System Administrator must follow up with Seller's Customer Support as soon as practical thereafter.

3.9. In performing repairs under this Agreement, Seller may use parts that are not newly manufactured but which are warranted to be equivalent to new in performance. Parts replaced by Seller shall become Seller's property.

3.10 Customer shall permit and cooperate with Seller so that Seller may periodically conduct audits of Customer's records and operations pertinent to the Services, Products, and usage of application and data base management software. If the results of any such audit indicate that price has been understated, Seller may correct the price and immediately invoice Customer for the difference (as well as any unpaid but owing license fees). Seller will limit the number of audits to no more than one (1) per year except Seller may conduct quarterly audits if a prior audit indicated the price had been understated.

3.11. If Customer replaces, upgrades, or modifies equipment, or replaces, upgrades, or modifies hardware or software that interfaces with the covered Products, Seller will have the right to adjust the price for the Services to the appropriate current price for the new configuration.

3.12 Customer shall agree not to attempt or apply any update(s), alteration(s), or change(s) to the database software without the prior approval of the Seller.

Section 4. RIGHT TO SUBCONTRACT AND ASSIGN

Seller may assign its rights and obligations under this Agreement and may subcontract any portion of Seller's performance called for by this Agreement.

Section 5. PRICING, PAYMENT AND TERMS

5.1 Prices in United States dollars are shown in the Support Plan Options and Pricing Worksheet and are subject to a 5% escalation fee for each subsequent support year. Unless this exhibit expressly provides to the contrary, the price is payable annually in advance. Seller will provide to Customer an invoice, and Customer will make payments to Seller within twenty (20) days after the date of each invoice. During the term of this Agreement, Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a United States financial institution.

5.2. Overdue invoices will bear simple interest at the rate of ten percent (10%) per annum, unless such rate exceeds the maximum allowed by law, in which case it will be reduced to the maximum allowable rate.

5.3 If Customer requests, Seller may provide services outside the scope of this Agreement or after the termination or expiration of this Agreement and Customer agrees to pay for those services. These terms and conditions and the prices in effect at the time such services are rendered will apply to those services.

5.4 Price(s) are exclusive of any taxes, duties, export or customs fees, including Value Added Tax or any other similar assessments imposed upon Seller. If such charges are imposed upon Seller, Customer shall reimburse Seller upon receipt of proper documentation of such assessments.

Section 6. LIMITATION OF LIABILITY

This limitation of liability provision shall apply notwithstanding any contrary provision in this Agreement. Except for personal injury or death, Seller's (including any of its affiliated companies) total liability arising from this Agreement will be limited to the direct damages recoverable under law, but not to exceed the price of the maintenance and support services being provided for one (1) year under this Agreement. **ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT SELLER (INCLUDING ANY OF ITS AFFILIATED COMPANIES) WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE SYSTEM, EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY SELLER PURSUANT TO THIS AGREEMENT.** This limitation of liability will survive the expiration or termination of this Agreement. No action for breach of this Agreement or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of such cause of action, except for money due upon an open account.

Section 7. DEFAULT/TERMINATION

7.1. If IDEMIA breaches a material obligation under this Agreement (unless Customer or a Force Majeure causes such failure of performance), Customer may consider IDEMIA to be in default. If Customer asserts a default, it will give IDEMIA written and detailed notice of the default. IDEMIA will have thirty (30) days thereafter either to dispute the assertion or provide a written plan to cure the default that is acceptable to Customer. If IDEMIA provides a cure plan, it will begin implementing the cure plan immediately after receipt of Customer's approval of the plan.

7.2. If Customer breaches a material obligation under this Agreement (unless IDEMIA or a Force Majeure causes such failure of performance); if Customer breaches a material obligation under the Software License Agreement that governs the Software covered by this Agreement; or if Customer fails to pay any amount when due under this Agreement, indicates that it is unable to pay any amount when due, indicates it is unable to pay its debts generally as they become due, files a voluntary petition under bankruptcy law, or fails to have dismissed within ninety (90) days any involuntary petition under bankruptcy law,

IDEMIA may consider Customer to be in default. If IDEMIA asserts a default, it will give Customer written and detailed notice of the default and Customer will have thirty (30) days thereafter to (i) dispute the assertion, (ii) cure any monetary default (including interest), or (iii) provide a written plan to cure the default that is acceptable to IDEMIA. If Customer provides a cure plan, it will begin implementing the cure plan immediately after receipt of IDEMIA's approval of the plan.

7.3. If a defaulting party fails to cure the default as provided above in Sections 7.1 or 7.2, unless otherwise agreed in writing, the non-defaulting party may terminate any unfulfilled portion of this Agreement and may pursue any legal or equitable remedies available to it subject to the provisions of Section 6 above.

7.4. Upon the expiration or earlier termination of this Agreement, Customer and Seller shall immediately deliver to the other Party, as the disclosing Party, all Confidential Information of the other, including all copies thereof, which the other Party previously provided to it in furtherance of this Agreement. Confidential Information shall include: (a) proprietary materials and information regarding technical plans; (b) any and all other information, of whatever type and in whatever medium including data, developments, trade secrets and improvements, that is disclosed by Seller to Customer in connection with this Agreement; (c) all geographic information system, address, telephone, or like records and data provided by Customer to Seller in connection with this Agreement that is required by law to be held confidential.

Section 8. GENERAL TERMS AND CONDITIONS

8.1. Notices required under this Agreement to be given by one party to the other must be in writing and either delivered in person or sent to the address shown below by certified mail, return receipt requested and postage prepaid (or by a recognized courier service), or by facsimile with correct answerback received, and shall be effective upon receipt

Customer: Williamson County Juvenile Justice Center
Attn: Roberto Lopez
200 Wilco Way
Georgetown, TX 78626
Phone: 512-943-1960

Seller: Idemia Identity & Security USA LLC
Attn: Maintenance Agreements
5515 East La Palma Avenue, Suite 100
Anaheim, CA 92807
Phone: (714)238-2000 Fax: (714)632-2158

8.2. Neither party will be liable for its non-performance or delayed performance if caused by an event, circumstance, or act of a third party that is beyond such party's reasonable control.

8.3. Failure or delay by either party to exercise any right or power under this Agreement will not operate as a waiver of such right or power. For a waiver to be effective, it must be in writing signed by the waiving party. An effective waiver of a right or power shall not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

8.4. Customer may not assign any of its rights under this Agreement without IDEMIA's prior written consent.

8.5. This Agreement, including the exhibits, constitutes the entire agreement of the parties regarding the covered maintenance and support services and supersedes all prior and concurrent agreements and understandings, whether written or

oral, related to the services performed. Neither this Agreement nor the Exhibits may not be altered, amended, or modified except by a written agreement signed by authorized representatives of both parties. Customer agrees to reference this Agreement on all purchase orders issued in furtherance of this Agreement. Neither party will be bound by any terms contained in Customer's purchase orders, acknowledgements, or other writings (even if attached to this Agreement).

8.6. This Agreement will be governed by the laws of the United States to the extent that they apply and otherwise by the laws of the State to which the Products are shipped if Licensee is a sovereign government entity or the laws of the State of Delaware if Licensee is not a sovereign government entity.

Section 9. CERTIFICATION DISCLAIMER

Seller specifically disclaims all certifications regarding the manner in which Seller conducts its business or performs its obligations under this Agreement, unless such certifications have been expressly accepted and signed by an authorized signatory of Seller.

Section 10. COMPLIANCE WITH APPLICABLE LAWS

The Parties shall at all times comply with all applicable regulations, licenses and orders of their respective countries relating to or in any way affecting this Agreement and the performance by the Parties of this Agreement. Each Party, at its own expense, shall obtain any approval or permit required in the performance of its obligations. Neither Seller nor any of its employees is an agent or representative of Customer.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the day and year first written above.

Commissioners Court - Regular Session**20.****Meeting Date:** 08/24/2021

District Attorney Westlaw Subscription Upgrade

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 Thomson Reuters and Williamson County for a Westlaw Proflex Subscription Upgrade pursuant to DIR-LGL-CALIR-02 in the amount of \$2,361.60 per month, for 36 months, and authorize execution of the agreement.

Background

Approval of this item will support the operations of the Williamson County District Attorney's Office by providing access to caselaw and cutting-edge research tools. The agreement attached outlines the details of the subscription. This will upgrade all 25 attorney subscriptions at the District Attorney's Office starting in FY22. Agreement is for a term of 36 months. Department contact is Grace Frias. This expenditure will be charged to 01.0100.0440.004210.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Agreement

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Erica Smith

Final Approval Date: 08/19/2021

Reviewed By

Joy Simonton

Becky Pruitt

Date

08/18/2021 06:22 PM

08/19/2021 08:34 AM

Started On: 08/18/2021 11:16 AM



Order Form

Order ID: [REDACTED]

Contact your representative william.lavelle@thomsonreuters.com with any questions. Thank you.

Sold To Account Address

Account #: [REDACTED]
WILLIAMSON COUNTY DISTRICT
ATTORNEY
APPELLATE DIV
405 MARTIN LUTHER KING ST STE 265
GEORGETOWN TX 78626-4901 US

"Customer"

Shipping Address

Account #: [REDACTED]
WILLIAMSON COUNTY DISTRICT
ATTORNEY
APPELLATE DIV
405 MARTIN LUTHER KING ST STE
265
GEORGETOWN TX 78626-4901 US

Billing Address

Account #: [REDACTED]
WILLIAMSON COUNTY DISTRICT
ATTORNEY
APPELLATE DIV
405 MARTIN LUTHER KING ST STE 265
GEORGETOWN, TX 78626-4901 US

This Order Form is a legal document between West Publishing Corporation and Customer. West Publishing Corporation also means "West", "we" or "our" and Customer means "Subscriber", "you", or "I". Subscription terms, if any, follow the ordering grids below.

ProFlex Products See Attachment for details

Material #	Product	Monthly Charges	Minimum Terms (Months)
40757482	West Proflex	\$2,361.60	36

Minimum Terms

Your subscription is effective upon the date we process your order ("Effective Date") and Monthly Charges will be prorated for the number of days remaining in that month, if any. Your subscription will continue for the number of months listed in the Minimum Term column above counting from the first day of the month following the Effective Date. Your Monthly Charges during the first twelve (12) months of the Minimum Term are as set forth above. If your Minimum Term is longer than 12 months, then your Monthly Charges for each year of the Minimum Term are displayed in the Attachment to the Order Form. You are also responsible for all Excluded Charges as defined below.

Post Minimum Terms

At the end of the Minimum Term, your Monthly Charges will increase by 7%. Thereafter, the Monthly Charges will increase 7% every 12 months unless we notify you of a different rate at least 90 days before the annual increase. You are also responsible for all Excluded Charges. Excluded Charges may change after at least 30 days written or online notice. Either of us may cancel the Post Minimum Term subscription by sending at least 60 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN 55123-1803.

Federal Government Subscribers Optional Minimum Term. Federal government subscribers that chose a multi-year Minimum Term, those additional months will be implemented at your option pursuant to federal law.

Banded Product Subscriptions. You certify your total number of attorneys (partners, shareholders, associates, contract or staff attorneys, of counsel, and the like), corporate users, personnel or full-time-equivalent students is indicated in this Order Form. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater or increases at any time, we reserve the right to increase your charges as applicable.

Miscellaneous

Thomson Reuters General Terms and Conditions, apply to all products ordered including ebooks, and is located at <https://static.legalsolutions.thomsonreuters.com/static/ThomsonReuters-General-Terms-Conditions.pdf>. In the event that there is a conflict of terms between the General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

Thomson Reuters General Terms and Conditions for Federal Subscribers is located at <https://static.legalsolutions.thomsonreuters.com/static/Federal-ThomsonReuters-General-Terms-Conditions.pdf>. In the event that there is a conflict of terms between the General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

Applicable Law. If you are a state or local governmental entity, your state's law will apply and any claim may be brought in the state or federal courts located in your state. If you are a non-governmental entity, this Order Form will be interpreted under Minnesota state law and any claim by one of us may be brought in the state or federal courts in Minnesota. If you are a United States Federal Government Customer, United States federal law will apply and any claim may be brought in any federal court.

Charges, Payments & Taxes. You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government customer and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

Excluded Charges And Schedule A Rates. If you access products or services that are not included in your subscription you will be charged our then-current rate ("Excluded Charges"). Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located in the below link. Excluded Charges may change from time-to-time upon 30 days written or online notice. We may, at our option, make certain products and services Excluded Charges if we are contractually bound or otherwise required to do so by a third party provider or if products or services are enhanced or if new products or services are released after the effective date of this ordering document. Modification of Excluded Charges or Schedule A rates is not a basis for termination under paragraph 10 of the General Terms and Conditions.

<https://static.legalsolutions.thomsonreuters.com/static/agreement/plan-2-pro-govt-agencies.pdf>

eBilling Contact. All invoices for this account will be emailed to your e-Billing Contact(s) unless you have notified us that you would like to be exempt from e-Billing.

Credit Verification. If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

Returns and Refunds. You may return a print product to us within 45 days of the original shipment date if you are not completely satisfied. Please see <http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf> or contact Customer Service at 1-800-328-4880 for additional details regarding our policies on returns and refunds.

Transportation Charges. Print products are shipped F.O.B. origin. Transportation charges will be added for expedited shipments made at your request and for international product delivery. Expedited shipments and international product shipments will be charged at then-current carrier rates

Product Specific Terms. The following products have specific terms which are incorporated by reference and made part of this Order Form if they apply to your order. They can be found at <https://static.legalsolutions.thomsonreuters.com/static/ThomsonReuters-General-Terms-Conditions-PST.pdf>. If the product is not part of your order, the product specific terms do not apply. If there is a conflict between product specific terms and the Order Form, the product specific terms control.

- Campus Research
- Contract Express
- Hosted Practice Solutions
- ProView eBooks
- Time and Billing
- West km Software
- West LegalEdcenter
- Westlaw
- Westlaw Doc & Form Builder
- Westlaw Paralegal
- Westlaw Patron Access
- Westlaw Public Records

Acknowledgement: Order ID: XXXXXXXXXX

Signature of Authorized Representative for order

Title

Printed Name

Date

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This Order Form will expire and will not be accepted after 10/10/2021.



THOMSON REUTERS™

Attachment**Order ID:** [REDACTED]Contact your representative william.lavelle@thomsonreuters.com with any questions.
Thank you.**Payment, Shipping, and Contact Information****Payment Method:**

Payment Method: Bill to Account

Account Number: [REDACTED]

SA ID: TX CALIR MSA-WEST DIR-LGL-CALIR-02 (TXMS)

Order Confirmation Contact [REDACTED]

Contact Name: Gonzalez, Rene

Email: rene.gonzalez@wilco.org**Shipping Information:**

Shipping Method: Ground Shipping - U.S. Only

ProFlex Multiple Location Details

Account Number	Account Name	Account Address	Action
[REDACTED]	WILLIAMSON COUNTY DISTRICT ATTORNEY	405 MARTIN LUTHER KING ST STE 265 GEORGETOWN TX 78626-4901 US	New

ProFlex Product Details

Quantity	Unit	Service Material #	Description
1	Each	40757482	West Proflex
25	Attorneys	42077755	Westlaw All Analytical, Enterprise access, Government
25	Attorneys	41984065	Gvt - Briefs For Government (Westlaw PRO™)
25	Attorneys	41985643	Gvt - Trial Court Documents For Government (Westlaw PRO™)
25	Attorneys	42510228	Westlaw Edge National Primary Law, Enterprise access, Government

Account Contacts

Account Contact First Name	Account Contact Last Name	Account Contact Email Address	Account Contact Customer Type Description
Rene	Gonzalez	rene.gonzalez@wilco.org	EML PSWD CONTACT

Lapsed Products

Sub Material	Active Subscription to be Lapsed
40757481	West Proflex
42077754	Westlaw All Analytical, Enterprise access, Government
41984066	Gvt - Briefs For Government (Westlaw PRO™)
42076680	Gvt - National Primary Core
41985644	Gvt - Trial Court Documents For Government (Westlaw PRO™)

Charges During Minimum Term

Material #	Product Name	Year 1 Monthly Charges	% incr Yr 1-2	Year 2 Monthly Charges	% incr Yr 2-3	Year 3 Monthly Charges	% incr Yr 3-4	Year 4 Monthly Charges	% incr Yr 4-5	Year 5 Monthly Charges
40757482	West Proflex	\$2,361.60	5.00%	\$2479.68	5.00%	\$2603.66	N/A	N/A	N/A	N/A

Charges During Minimum Term

Pricing is displayed only for the years included in the Minimum Term. Years without pricing in above grid are not included in the Minimum Term. Refer to your Order Form for the Post Minimum Term pricing.

Commissioners Court - Regular Session**21.****Meeting Date:** 08/24/2021

Award RFP #T3838 Queuing Software to Nemo-Q, Inc.

Submitted For: Joy Simonton**Submitted By:** Erica Smith, Purchasing**Department:** Purchasing**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on awarding RFP #T3838, for Queuing Software to Nemo-Q, Inc. for the Williamson County Tax Assessor Collector's Office and authorizing the execution of the agreement.

Background

Approval of this item will support the operations of the Williamson County Tax Assessor Collector's Office. The Purchasing Department solicited sealed proposals for RFP T3838 Queuing Software. Twenty-five (25) vendors participated in the RFP, two (2) vendors submitted proposals. Nemo-Q was found to be the best overall respondent. Nemo-Q's proposal included a web-based solution that allows for Williamson County customers to get in line as walk-ins, same day planned appointments or for scheduling days or weeks in advance. The Nemo-Q system includes current wait time information by office location and transaction type. The software also seamlessly integrates with existing workstations and customer kiosks. The contract and addendum are attached, outlining the details of the software. Contract term is for one-year (1) with two (2) optional one-year renewals. Year one costs are \$5,680. Recurring annual costs starting year two are \$18,280 which include annual hosting, 20,000 SMS per month, annual maintenance and hardware. Department contact is Matt Johnson. This expenditure will be charged to 01.0100.0499.004500 and 01.0100.0499.004505.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Evaluation Scores
Recommendation Letter
Sales Agreement
Addendum

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	08/19/2021 11:04 AM
County Judge Exec Asst.	Becky Pruitt	08/19/2021 11:07 AM
Form Started By: Erica Smith		Started On: 08/16/2021 01:27 PM
Final Approval Date: 08/19/2021		

RFP T3838 Queuing Software

<u>Evaluation Criteria</u>	<u>Maximum Points</u>	<u>Nemo-Q</u>	<u>Whyline</u>
Business Service	30	20	20
Software and Technology	20	10	10
Training Licensing Maintenance Support	20	10	10
Price	30	30	4.32
Total:	100	70	44.32

MISSION STATEMENT

Our dedicated team is committed to providing innovative and exceptional customer service in the assessment, collection, and distribution of taxes and fees.



August 12, 2021

Larry Gaddes PCAC, CTA
Tax Assessor/Collector

To: Mrs. Erica Smith – Purchasing

From: Matt Johnson - Tax Office

Subject: Queuing Software

T3838

Re: RFP Evaluation

In response to Solicitation T3838, the Purchasing Department received two responsive bids desiring to provide queuing service for Williamson County.

The Evaluation Committee, with Purchasing Department overview, reviewed the bids.

After reviewing the bids and considering pricing, Nemo Q is the best overall selection for queuing service for Williamson County.

The Williamson County Tax Office recommends that Nemo Q be awarded the queuing service contract for Williamson County. Solicitation T3838

Thank you,

Matt Johnson
Williamson County
Chief Deputy
Tax Assessor/Collector

Main Office:
904 South Main Street
Georgetown, TX 78626
Telephone : 512.943.1601

1801 E Old Settlers Blvd, Ste 115
Round Rock, TX 78664

Annex Locations:
350 Discovery Blvd, Ste 101
Cedar Park, TX 78613

412 Vance St, Ste 1
Taylor, TX 76574



NEMO-Q SYSTEM SALES AGREEMENT TERMS AND CONDITIONS

CUSTOMER COMPANY Name: Williamson County Tax Assessor Collector	
Contact Name(s): Larry Gaddes	
System Location, City: Georgetown	Address: 904 S Main Street
State: TX	Phone # / email: 512-943-1954
Tax ID #:	Effective Date: 8-9-2021
Purchase Order #:	NEMO-Q Quote #(s):

This Master Services Agreement (the "Agreement") is made as of the Effective Date set forth above between NEMO-Q, INC. (Nemo-Q), a Texas company having its principal place of business at 4023 W. University, Building B, McKinney, TX. 75071 and the Customer identified above. Nemo-Q and Customer are collectively referred to herein as the "Parties" and individually as a "Party". This Agreement sets forth certain rights and obligations governing the provisioning and delivery of Equipment and Services by Nemo-Q to Customer. The Agreement consists of Service Agreement, Equipment List and the General Terms and Conditions herein unless those Terms and Conditions are expressly superseded by the terms and conditions contained in any Amendment hereto duly executed by the Parties.

These NEMO-Q Terms and Conditions are made as of the Effective Date set forth above between NEMO-Q and the Customer identified above.

1. Definitions

(a) Agreement. "Agreement" means these Terms and Conditions and any accompanying price schedules.

(b) Customer. "Customer" means an end user customer which purchases Equipment and Services from NEMO-Q.

(c) Documentation. "Documentation" means any online or printed user manuals or functional specifications that are provided to Customer by NEMO-Q, and any derivative works of the foregoing.

(d) NEMO-Q Product. "NEMO-Q" means the NEMO-Q product(s) (Equipment) identified on a Nemo-Q quote.

(e) Purchase Order Form. "Purchase Order Form" means a document signed by authorized representatives of Customer and itemizing the NEMO-Q Products and Services purchased by an end user customer thereunder.

(f) Services. "Services" means Queuing and Queue Management services that NEMO-Q agrees to provide to a Customer pursuant to a Purchase Order Form.

(g) Target Installation Date. The start date of on-site installation as agreed upon the first five (5) business days after NEMO-Q receives the Purchase Order or the execution of this agreement, whichever occurs first.

(h) Software. "Software" means those computer programs provided to Customer as part of a NEMO-Q Product, including any replacements, updated versions or bug fixes that may be provided hereunder, and any derivative works of the foregoing.

2. Services and License

(a) Services. NEMO-Q shall provide and Customer shall use the underlying Services and Equipment as specified on the applicable Purchase Order Form, subject to the terms of Customer's agreement with NEMO-Q. To the extent Nemo-Q agrees to provide Services or Equipment not specified on a Purchase Order Form, Customer shall pay Nemo-Q its then current services rate, plus expenses, for such Services or Equipment.

(b) No Alteration of Services. Customer acknowledges and agrees that it will not alter any NEMO-Q Equipment or Software, in any manner, sold under the terms of this Agreement without prior consent from NEMO-Q. Furthermore, Customer acknowledges and agrees to indemnify NEMO-Q for any claim from any third party resulting from any such alteration of any NEMO-Q Product or Software by Customer. Such unauthorized alterations may result in the warranty being voided.

(c) License and Use Restrictions. See Attachment

3. Implementation, Support and Training.

(a) Implementation and Training by Resellers. NEMO-Q will provide Equipment configuration, implementation and initial training services at Customer location as identified on in this agreement and/or on the Purchase Order.

User Training shall be for not less than one (1) business hours per fifteen (15) workstations. Manager Training shall be for not less than two (2) business hours.

4. Financial Terms

(a) Compensation. Customer shall pay NEMO-Q based on the following:

(b) Thirty Three percent (33%) of the total price for software, equipment and services shall be invoiced upon NEMO-Q's receipt of Customer Purchase Order or this Agreement, whichever is first and payable prior to Equipment shipment from NEMO-Q to Customer or within thirty (30) business days, whichever is first.

(c) Thirty Three percent (33%) of the total price for software, equipment and services shall be invoiced upon shipment of said equipment from NEMO-Q to Customer and payable within fifteen (15) business days from the date of shipment.

(d) Thirty Four percent (34%) of the total price for software, equipment and services shall be invoiced upon the completion of the Target system installation and payable within fifteen (15) business days from the completion of said services. Should Target Date be met NEMO-Q shall reduce the final invoice to Thirty percent (30%) of the total price for software, equipment and services.

(e) Taxes. Customer shall pay or shall reimburse NEMO-Q for all applicable sales taxes and other taxes, however characterized by the taxing authority incurred on account of Customer with NEMO-Q under this Agreement, except for any taxes based upon NEMO-Q's net income.

5. Term and Termination

(a) Term. The term of this Agreement commences on the Effective Date hereof and will continue for an initial term of (one) 1 year. Thereafter, this Agreement will automatically renew for an unlimited number of additional one year terms unless either party notifies the other party of its intention not to renew at least 90 days in advance of the expiration of the then current term.

(b) Termination for Cause. Either party can terminate this Agreement for cause upon written notice to the other party:

if a party fails to pay the other party any delinquent amounts owed to the other party hereunder within 10 days of written notice by the other party specifying the amounts owed;

in the case of NEMO-Q, immediately upon any breach by Customer of Section 2(c) above;

in the case of NEMO-Q, immediately upon any breach of any confidentiality obligations owed to NEMO-Q by Customer;

if the other party has committed any other material breach of its obligations under this Agreement and has failed to cure such breach within 45 days of written notice by the non-breaching party specifying in reasonable detail the nature of the breach (or, if such breach is not reasonably curable within 45 days, has failed to begin and continue to work diligently and in good faith to cure such breach); or

in the case of NEMO-Q, upon the institution of bankruptcy or state law insolvency proceedings against Customer, if such proceedings are not dismissed within 30 days of commencement.

(c) Obligations Upon Termination. Upon termination of this Agreement:

NEMO-Q shall immediately terminate access to the Software by Customer; and

Should there be monies owed by Customer to Nemo-Q, Customer shall, within 5 days of termination, return all equipment provided to Customer by NEMO-Q.

6. Indemnification

(a) Indemnification. Customer shall indemnify NEMO-Q, NEMO-Q's affiliates, and all of its stockholders, officers, directors, agents, and employees (each, an "Indemnified Party") at all times from and after the Effective Date against any liability, loss, damages (including punitive damages), claim, settlement payment, cost and expense, interest, award, judgment, diminution in value, fine, fee, and penalty, or other charge, including reasonable legal expenses, arising out of or relating to any claim by an unaffiliated third party (i) alleging that the use in accordance with this Agreement of the Software or the Services infringes or misappropriates any intellectual property or privacy rights of the unaffiliated third party; (ii) that arises or is alleged to have arisen solely out of the negligence or intentional misconduct of the indemnifying party (each a "Third Party Claim"); (iv) that arises or is alleged to have arisen out of the alteration of any NEMO-Q Product, the Software or Services by Customer, or (iv) damage to tangible personal or real property and/or personal injuries arising out of the negligence or willful misconduct of the Indemnifying Party or its agents, servants, employees, contractors or representatives. NEMO-Q has no liability for, and no obligation to indemnify CUSTOMER against, any Third Party Claim arising or alleging based in whole or in part on use of the Software other than as specified in this Agreement, or its documentation, including use with third party hardware and software products not specifically authorized by NEMO-Q.

(b) Indemnification Process. NEMO-Q shall promptly notify the indemnifying party in writing of any Third Party Claim, stating the nature and basis of the Third Party Claim, to the extent known. The indemnifying party shall have sole control over the defense and settlement of any Third Party Claim, provided that, within fifteen (15) days after receipt of the above-described notice, the indemnifying party notifies the Indemnified Party of its election to so assume full control. The foregoing notwithstanding, the Indemnified Party shall be entitled to participate in the defense of such Third Party Claim and to employ counsel at its own expense to assist in the handling of such claim, except that the Indemnified Party's legal expenses in exercising this right shall be deemed legal expenses subject to indemnification hereunder to the extent that (x) the indemnifying party fails or refuses to assume control over the defense of the Third Party Claim within the time period



set forth above; (y) the Indemnified Party deems it reasonably necessary to file an answer or take similar action to prevent the entry of a default judgment, temporary restraining order, or preliminary injunction against it; or (z) representation of both parties by the same counsel would, in the opinion of that counsel, constitute a conflict of interest. The Indemnifying Party shall not settle any such Third Party Claim without the written consent of the Indemnified Party, except for a complete settlement requiring only the payment of money damages to be paid by the Indemnifying Party.

7. Disclaimers and Limitations

(a) Disclaimer of Warranties. OTHER THAN AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEMO-Q MAKES NO, AND HEREBY DISCLAIMS ANY, REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE SOFTWARE, THE SOFTWARE, PRODUCTS OR SERVICES PROVIDED OR THE AVAILABILITY, FUNCTIONALITY, PERFORMANCE OR RESULTS OF USE OF THE SOFTWARE, PRODUCTS OR SERVICES. WITHOUT LIMITING THE FOREGOING, EXCEPT AS SPECIFICALLY SET FORTH HEREIN, NEMO-Q DISCLAIMS ANY WARRANTY THAT THE SOFTWARE, THE PRODUCTS AND SERVICES PROVIDED BY NEMO-Q, OR THE OPERATION THEREOF ARE OR WILL BE ACCURATE, ERROR-FREE OR UNINTERRUPTED. NEMO-Q MAKES NO, AND HEREBY DISCLAIMS ANY, IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, OF FITNESS FOR ANY PARTICULAR PURPOSE OR ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE.

(b) Disclaimer of Consequential Damages. NEMO-Q HAS NO LIABILITY WITH RESPECT TO THE SOFTWARE, SERVICES, OR ITS OTHER OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE FOR CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION LOSS OF PROFITS AND THE COST OF COVER) EVEN IF NEMO-Q HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(c) Limitations of Remedies and Liability. EXCEPT FOR ANY CLAIMS SUBJECT TO INDEMNIFICATION HEREUNDER, NEMO-Q'S TOTAL LIABILITY TO CUSTOMER FOR ANY REASON AND UPON ANY CAUSE OF ACTION INCLUDING WITHOUT LIMITATION, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATIONS, AND OTHER TORTS, IS LIMITED TO ALL FEES PAID TO CUSTOMER ONE BY NEMO-Q IN RESPECT OF CUSTOMER'S RESALE OF THE SERVICES DURING THE THREE MONTHS IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO THE LIABILITY.

8. General

(a) Changes in Law. If any law, regulation, court order, or regulatory authority (i) prohibits NEMO-Q from performing under this Agreement, (ii) renders any part of NEMO-Q's performance under this Agreement illegal, or (iii) otherwise makes a change that materially adversely impacts NEMO-Q's ability to perform under this Agreement, then the parties shall negotiate in good faith to amend this Agreement as necessary to address the change. If the parties cannot amend the agreement in accordance with the above within 30 days, then either party can terminate this agreement on 30 days' notice without liability to the other party.

(b) Force Majeure. "Force Majeure Event" means any act or event that (a) prevents a party (the "Nonperforming Party") from performing its obligations or satisfying a condition to the other party's (the "Performing Party") obligations under this Agreement, (b) is beyond the reasonable control of and not the fault of the Nonperforming Party, and (c) the Nonperforming Party has not, through commercially reasonable efforts, been able to avoid or overcome. "Force Majeure Event" does not include economic hardship, changes in market conditions, and insufficiency of funds. If a Force Majeure Event occurs, the Nonperforming Party is excused from the performance thereby prevented and from satisfying any conditions precedent to the other party's performance that cannot be satisfied, in each case to the extent limited or prevented by the Force Majeure Event. When the Nonperforming Party is able to resume its performance or satisfy the conditions precedent to the other party's obligations, the Nonperforming Party shall immediately resume performance under this Agreement. The relief offered by this paragraph is the exclusive remedy available to the Performing Party with respect to a Force Majeure Event.

(c) Assignment. CUSTOMER shall not assign any of its rights under this Agreement, except with the prior written consent of NEMO-Q. The preceding sentence applies to all assignments of rights, whether they are voluntary or involuntary, by merger, consolidation, dissolution, operation of law or any other manner. Any change of control transaction is deemed an assignment hereunder. Any purported assignment of rights in violation of this Section is void.

(d) Governing Law: Venue. The laws of the State of Texas (without giving effect to its conflict of laws principles) govern all matters arising out of or relating to this Agreement and the transactions it contemplates, including, without limitation, its

interpretation, construction, performance, and enforcement. Except as set forth in Section 8(e) below, any claims or actions regarding or arising out of this Agreement must be brought exclusively in a court of competent jurisdiction sitting in Wichita, Kansas, and each party to this Agreement submits to the jurisdiction of such courts for the purposes of all legal actions and proceedings arising out of or relating to this Agreement. Each party waives, to the fullest extent permitted by law, any objection that it may now or later have to (i) the laying of venue of any legal action or proceeding arising out of or relating to this Agreement brought in any state or federal court sitting in McKinney, Texas; and (ii) any claim that any action or proceeding brought in any such court has been brought in an inconvenient forum.

(e) Arbitration. Any controversy or claim arising out of or relating to this Agreement, or any breach thereof, must be resolved by confidential binding arbitration in Wichita, Kansas in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Either party may, without inconsistency with this agreement to arbitrate, seek from a court any provisional remedy that may be necessary to protect trademarks, copyrights, or other rights or property pending the establishment of the arbitral tribunal or its determination of the merits of the controversy. The parties agree that the arbitrator has the power to award all costs of the arbitration, including reasonable attorney's fees and expenses, to the prevailing party.

(f) Recovery of Litigation Costs. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, the unsuccessful party shall pay to the successful party its reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which the successful party may be entitled.

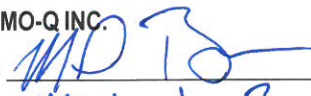
(g) Entire Agreement. This Agreement, including the CUSTOMER Application and any pricing schedules constitute the final agreement between the parties. It is the complete and exclusive expression of the parties' agreement on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement. The provisions of this Agreement cannot be explained, supplemented or qualified through evidence of trade usage or a prior course of dealings. In entering into this Agreement, neither party has relied upon any statement, representation, warranty or agreement of any other party except for those expressly contained in this Agreement. There are no conditions precedent to the effectiveness of this Agreement, other than any that are expressly stated in this Agreement.

(h) Amendments. The parties can amend this Agreement only by a written agreement of the parties that identifies itself as an amendment to this Agreement.

(i) Survival of Certain Provisions. Each party hereto covenants and agrees that the provisions in Sections 1, 2(c), 7, and 8 in addition to any other provision that, by its terms, is intended to survive the expiration or termination of this Agreement, shall survive the expiration or termination of this Agreement.

(j) Notices. Each party giving or making any notice, request, demand or other communication (each, a "Notice") pursuant to this Agreement must give the Notice in writing and use one of the following methods of delivery, each of which for purposes of this Agreement is a writing: personal delivery, registered or certified U.S. Mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid). Any party giving a Notice must address the Notice to the appropriate person at the receiving party (the "Addressee") at the address listed on the signature page of this Agreement or to another Addressee or another address as designated by a party in a Notice pursuant to this Section. Except as provided elsewhere in this Agreement, a Notice is effective only if the party giving the Notice has complied with this paragraph.

NEMO-Q INC.

By: 

Print: Michael Bruner

Title: VP of Sales

CUSTOMER:

By: _____

Print: _____

Title: _____

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

**COUNTY ADDENDUM FOR
QUEUE/CUSTOMER
MANAGEMENT SYSTEM
(Tax Office RFP #T3838)
(NEMO-Q, Inc.)**

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all NEMO-Qs 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 CONTRACT is made and entered into by and between **Williamson County, Texas** (hereinafter "Customer" or "The County" or "Williamson County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **NEMO-Q, Inc.** (hereinafter "NEMO-Q"). Customer agrees to engage NEMO-Q as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

Incorporated Documents and Resolving Conflicting Terms: This Agreement constitutes the entire Agreement 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 Agreement include the following:

- A. Williamson County RFP #T3838, and addenda;
- B. NEMO-Q Proposal in response to RFP #T3838;
- C. NEMO-Q System Sales Agreement Terms and Conditions; and
- D. This Williamson County Addendum.

Due to the fact that this Agreement involves expenditures of public monies, any conflicting terms in the contract documents will be resolved with Williamson County's terms and conditions taking precedence.

II.

No Agency Relationship: It is understood and agreed that NEMO-Q shall not in any sense be considered a partner or joint venturer with The County, nor shall NEMO-Q 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. NEMO-Q 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 NEMO-Q or failure to act relating to the services being provided.

III.

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

IV.

Compliance with All Laws: Customer and NEMO-Q agree to and will comply with any and all local, state or federal laws with respect to the services rendered under this Agreement.

V.

Payment: NEMO-Q will be compensated as set forth in NEMO-Q's Proposal, which is incorporated herein as if copied in full.

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.

Termination for Convenience: After the initial twelve (12) months, 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.

VII.

Right to Audit: NEMO-Q agrees that Customer 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 NEMO-Q which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. NEMO-Q agrees that Customer shall have access during normal working hours to all necessary NEMO-Q 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 NEMO-Q reasonable advance notice of intended audits. In no circumstances will NEMO-Q be required to create or maintain documents not kept in the ordinary course of NEMO-Q' business operations, nor will NEMO-Q be required to disclose any information, including but not limited to product cost data, which it considers confidential or proprietary.

VIII.

Mediation: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on the contracts relevant to this contract. The parties expressly agree and acknowledge that Customer does not agree to arbitration or waiver of right to trial by jury.

IX.

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

X.

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 County's rights.

XI.

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

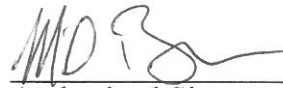
WITNESS the signatures of all parties in duplicate originals to be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY:

NEMO-Q:

Authorized Signature

Date: _____, 2021



Authorized Signature

Date: 8/9, 2021

Commissioners Court - Regular Session**22.****Meeting Date:** 08/24/2021

Cedar Park Tax Annex Camera Installation with Knight Security Systems

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 proposal between Williamson County and Knight Security Systems for the installation of one (1) additional surveillance camera in the Cedar Park Tax Office Annex in the total amount of \$1,844.76, per the terms of the DIR CPO 4494 Co-op contract, and authorize the execution of the agreement.

Background

The approval of this proposal will benefit the Cedar Park Tax Office Annex with the installation of one (1) new indoor camera for surveillance of the cash room needed for security purposes. The cost of this installation is a total of \$1,844.76, with an annual recurring amount of \$300.00. The department contact is Matt Johnson. The line item expenditure being charged is 01.0100.0499.003006.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Cedar Park Tax Office Camera Addition

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Mary Watson

Final Approval Date: 08/19/2021

Reviewed By

Joy Simonton

Becky Pruitt

Date

08/18/2021 06:50 PM

08/19/2021 08:31 AM

Started On: 08/13/2021 08:40 AM

Confidential - Do not duplicate or distribute without written permission from Knight Security Systems, Inc.



Kevin Garlick
kgarlick@knightsecurity.com
(512) 590-7886

Name: Williamson County - Cedar Park Annex

Site
350 Discovery Blvd, #202
Cedar Park, TX 78613

Billing
350 Discovery Blvd, #202
Cedar Park, TX 78613

Contact
Don Heflin, IT-Systems
P (512) 409-6222
E don.heflin@wilco.org

PROJECT NAME: Wilco-Cedar Park Annex-Tax office-Camera add

PROJECT SCOPE OF WORK

DIR-CPO-4494

Knight Security Systems (KSS) will provide and install Security additions for Wilco-Cedar Park Annex-Tax office location.

System installation includes hardware, system licenses, programming, and configuration unless otherwise stated.

General Scope of Work : Video Surveillance System additions

- One new indoor camera(ceiling mounted) and associated cable back to IDF in the following locations:
- Mail-room

New camera license(s) will be added to the existing video server and will impact the available storage
KSS will enroll the cameras and set up basic motion detection.

Customer Provided Items

- Existing recording server with storage space to accommodate the new devices
- PoE switches and patch panels
- Network configurations for connection of devices to Customer's network
- IP address assignments

Finance

Purchaser hereby agrees to pay KSS the following terms:

Project Milestones and Invoicing Procedures

- An invoice will be submitted after completion of scope and is due and payable within 15 days of receiving
- The Customer is required to pay every invoice in full within 30 days of receiving the invoice.
- Refer to the Standard Terms and Conditions sections 8H, 8I, and 8J.

Any changes from the base price will be adjusted with approved change orders from the Customer.

Engineering - Not included with this scope.

Cabling & Wiring

KSS will be responsible to install all the wiring and connections providing communication and/or control between KSS supplied devices and central control equipment.

Client Initials: _____

Confidential - Do not duplicate or distribute without written permission from Knight Security Systems, Inc.

Field Devices

KSS will provide all necessary devices and hardware included on the equipment list attached. The devices on the security plans will be installed and programmed into the system according to the system matrix.

Programming

KSS trained personnel will program the security system to provide a functioning operational system. KSS will program each device according to the system matrix provided in the security plans or to match the existing naming convention.

Rental Equipment - Not included with this scope.

Testing

KSS will perform acceptance testing in the presence of the appointed Customer representative to ensure proper operation and communication of all integrated systems. The final system test report will be sent to all parties.

Training - Not included with this scope.

Conditions and Qualifications

- Customer shall designate a single point of contact for Knight Security. Designated person will coordinate among all departments or agencies and will have authority to make project related decisions and provide final acceptance.
- Work provided by Knight Security, including training, is assumed to be during normal business hours; 7a-5p M-F excluding holidays.
- 120vac, space for control panels, switch, and UPS in a centrally located closet in a climate controlled space provided by Owner.
- Cables will be routed in the accessible ceilings or exposed when attached to building structure. Conduit or other metallic raceway is not included in this proposal unless stated above.
- KSS is not responsible for any existing devices being reused. A quote will be provided to the customer for any devices that are found to be defective or inoperable.
- KSS is not responsible for any damages left from the removal of existing devices. The Customer is responsible for patching and repairing any damages left from the removal of existing devices.

DIR CPO-4494

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

Client Initials: _____

Confidential - Do not duplicate or distribute without written permission from Knight Security Systems, Inc.

- **Right to Audit:** Knight Security Systems, LLC agrees that licensee 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 Knight Security Systems, LLC which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Knight Security Systems, LLC agrees that licensee shall have access during normal working hours to all necessary Knight Security Systems, LLC facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. licensee shall give Knight Security Systems, LLC reasonable advance notice of intended audits.
- **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 County's rights.

Client Initials: _____

Confidential - Do not duplicate or distribute without written permission from Knight Security Systems, Inc.

PROJECT INVESTMENT

Estimate

QTY	Description	Unit Price	Ext.Price
0.5	23-4P UNS SOL CMP C6 Ylw Jkt - 500 ft	\$260.00	\$130.00
1	1 camera connection	\$176.31	\$176.31
1	DIR- Project Install Kit	\$53.85	\$53.85
1	PANDUIT CBL ASSY MOD 28-4PR STRANDED 1ft thin Cat6	\$11.22	\$11.22
1	Mini-Com Module, Category 6, UTP, 8-Position 8-Wir	\$14.86	\$14.86
1	AXIS M3066-V is an ultra-compact, indoor fixed min	\$286.26	\$286.26
1	GenetecAdvantage for 1 OmnicastEnterprise Camera	\$35.26	\$35.26

Annual Recurring:

Description	Ext.Price
Secure Plan Premium Service Level Agreement	\$300.00

Investment Summary

Total Equipment	\$707.76
Total Labor	\$837.00
Total Proposal Amount	\$1,544.76

Note: Sales tax, if applicable, is not included on this proposal and will be added to the total upon invoicing.

Investment Total

Knight Security Systems will provide the proposed system as described in this proposal for the sum of: **\$1,544.76**
Annual Recurring \$300.00

The price above includes: material, equipment and labor as described within this proposal.

IN WITNESS WHEREOF, County and Service Provider have duly executed this Agreement to be effective as of the date of the last party's execution below.

COUNTY:

WILLIAMSON COUNTY

By: _____

Printed Name: _____

Representative
Capacity: _____

Date: _____, 20____

SERVICE PROVIDER:

Knight Security Systems

By: Kevin GarlickPrinted Name: Kevin GarlickRepresentative
Capacity: Account ManagerDate: August 12, 2021

Client Initials: _____

Commissioners Court - Regular Session**23.****Meeting Date:** 08/24/2021

Deed without Warranty

Submitted For: Bill Gravell**Submitted By:** Becky Pruitt, County Judge**Department:** County Judge**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on approving the execution of a Deed without Warranty from Williamson County, Texas, acting as Trustee, to JJ Service and Septic Service, LLC, pursuant to Section 34.05 (a) and (h) of the Texas Property Tax Code pertaining to Part of Lots 11 and 12, Block 75, City of Taylor, Williamson County, Texas being more particularly described in Document #2011028180 of the Official Public Records, Williamson County, Texas (Tax Account #R311277).

Background

The property subject of the deed is being held in trust by Williamson County for the use and benefit of itself and other taxing entities that the property is subject to. The consideration paid by the grantee is equal to the total amount of the judgment against the subject property and this conveyance is being made pursuant to Section 34.05(a) and (h) of the Texas Property Tax Code. Section 34.05 (h) In lieu of a sale pursuant to Subsections (c) and (d) of this section, the taxing unit that purchased the property may sell the property at a private sale. Consent of each taxing unit entitled to receive proceeds of the sale under the judgment is not required. Property sold under this subsection may not be sold for an amount that is less than the lesser of: (1) the market value specified in the judgment of foreclosure; or (2) the total amount of the judgments against the property.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Form Review**Inbox**

County Judge Exec Asst. (Originator)

Form Started By: Becky Pruitt

Final Approval Date: 08/17/2021

Reviewed By

Becky Pruitt

Date

08/17/2021 08:15 AM

Started On: 08/16/2021 03:57 PM

DEED WITHOUT WARRANTY

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

§
§ KNOW ALL MEN BY THESE PRESENTS
§

THAT The County of Williamson, Texas, TRUSTEE, acting by and through the County Judge of the Williamson County Commissioners Court, Grantor, for and in consideration of the sum of EIGHT THOUSAND, FIVE HUNDRED AND 00/100S (\$8,500.00), and other good and valuable consideration paid by the Grantee named below, the receipt and sufficiency of which are acknowledged by Grantor, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL, AND CONVEY to **JJ Services and Septic Service, LLC**, whose address is 22007 Highway 79, Taylor, Texas 76574, the following described Property, to wit:

Part of Lots 11 and 12, Block 75, City of Taylor, Williamson County, Texas being more particularly described in Document #2011028180 of the Official Public Records, Williamson County, Texas (Tax Account #R311277)

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances belonging in any way to the Property, subject to the provisions, conditions and limitations stated below, to Grantee **JJ Services and Septic Service, LLC**, his successors and assigns forever, without warranty of any kind.

The Grantor and all the taxing units involved in this conveyance exclude and except any warranties, express or implied, regarding the Property, including, without limitation, any warranties arising by common law or Section 5.023 of the Texas Property Code or its successor. This conveyance is expressly made subject to any right of redemption of the Property which may exist under Section 34.21 of the Texas Tax Code.

Grantor(s) have not made, and do not make any representations, warranties or covenants of any kind or character whatsoever, whether express or implied, with respect to the quality or condition of the Property, the suitability of the property for any and all activities and uses which grantees may conduct thereon, compliance by the property with any laws, rules, ordinances or regulations of any applicable governmental authority or habitability, merchantability or fitness for a particular purpose, and specifically, grantors do not make any representations regarding hazardous waste, as defined by the Texas Solid Waste Disposal Act and the regulations adopted thereunder, or the U.S. Environmental Protection Agency regulations, or the disposal of any hazardous or toxic substances in or on the Property. This Property is sold "as is" with all faults.

Commissioners Court - Regular Session**24.****Meeting Date:** 08/24/2021

Consider Authorizing Active Network Purchase and Online Transaction Fee Agreement

Submitted For: Joy Simonton**Submitted By:** Johnny Grimaldo,
Purchasing**Department:** Purchasing**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider, and take appropriate action on: (1) purchasing cash drawers and receipt printers through ActiveNet for the Parks Department for a one-time fee of \$5,714.50, and (2) authorize the execution of the agreement for the ActiveNet - Public Interface - Online Transaction Fee.

Background

The Parks Department is transitioning their reservation software from MaxGalaxy to ActiveNet. The Parks Department was required to upgrade the existing software to ActiveNet after the current platform was acquired earlier this year. On March 30, 2021, the Commissioners Court approved a county addendum for the data-conversion and upgrade for the ActiveNet Software under agenda item #13. With this conversion it is also necessary to upgrade cash drawers and receipt printers to ensure functionality with the ActiveNet software. The public interface online transaction fee was part of the original agreement, but the specific line item reference was inadvertently omitted from the original ActiveNet data-conversion and upgrade invoice schedule. Russell Fishbeck is the Point of Contact. Funding Source: 01.100.0510.003010 FY 2021.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

transaction fee agreement

Hardware agreement

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Johnny Grimaldo

Final Approval Date: 08/19/2021

Reviewed By

Joy Simonton

Becky Pruitt

Date

08/19/2021 10:51 AM

08/19/2021 11:09 AM

Started On: 08/18/2021 11:37 AM



Schedule

This is a Schedule pursuant to that certain County Addendum (Agreement) entered into between ActiveNetwork (Active) and Williamson County (Client) with an effective date as of 03/30/2021.

Company Address 717 North Harwood Drive, Suite 2500
Dallas, TX 75201
US

Created Date 8/10/2021

Quote Number

Currency USD

Prepared By Sharon Kramer

Opportunity Owner Nicola LeBlanc

Owner Email nicola.leblanc@activenetwork.com

Contact Name Minnie Beteielle

Phone (512) 943-1448

Email mbeteielle@wilco.org

Bill To Name Williamson County

Bill To Contact Alison Gleason

Bill To Address 219 Perry Mayfield Blvd
Leander, TX 78641 United States

Ship To Contact Alison Gleason

Ship To Address 301 SE Inner Loop Ste 105
Georgetown, TX 78626 United States

Product	Product Type	Description	Quantity	Total Price*	Sales Price	Fee %
ACTIVENet - Public Interface - Online Transaction Fee	SaaS	Migration Loyalty Rates for first term of contract for U.S. organizations exceeding \$30,000,000 in annual revenue through ACTIVE Net.	1	USD 0.00	USD 0.00	3.00

Active reserves the right, and may take additional measures to verify Client's account which may consist of reviewing publicly available data and/ confirmation of Client provided information. Such verification measures will be completed in advance of remittance.

All fees described herein are in consideration of the Software and Services that Active provides. Active and Client acknowledge that certain credit card network rules and laws prohibit imposing a surcharge that is based on the type of payment method used (e.g., having a different fee for the use of a credit card vs. debit card), and therefore, each agree not to impose such a surcharge on any End User. The payment options we offer may include MasterCard, Visa, American Express and Discover.

*Sales tax and shipping not included in total price. Sales tax and shipping, where applicable, will be added to your invoice.

Quote Acceptance Information

Signature: _____

Printed Name: _____

Title: _____

Date: _____

PO# (if applicable): _____



Schedule

This is a Schedule pursuant to that certain COUNTY ADDENDUM FOR ACTIVENET SaaS RESERVATION SYSTEM AND RELATED PRODUCTS (Agreement) entered into between ActiveNetwork (Active) and Williamson County (Client) with an effective date as of 03/30/2021.

Company Address 717 North Harwood Drive, Suite 2500
Dallas, TX 75201
US

Created Date 8/10/2021

Quote Number

Currency USD

Prepared By Sharon Kramer

Opportunity Owner Nicola LeBlanc

Owner Email nicola.leblanc@activenetwork.com

Contact Name Benita Bonner

Phone (512) 943-1926

Email bbonner@wilco.org

Bill To Name Williamson County

Bill To Contact Alison Gleason

Bill To Address 219 Perry Mayfield Blvd
Leander, TX 78641 United States

Ship To Contact Alison Gleason

Ship To Address 301 SE Inner Loop Ste 105
Georgetown, TX 78626 United States

Product	Product Type	Quantity	Total Price*	Sales Price	Total Price	Total Discount Amount
ACTIVENet - APG S4000 Cash Drawer MultiPro Int - need printer (cable incl)	Hardware	10	USD 1,892.00	USD 189.20	1,892.00	USD 0.00
ACTIVENet - Epson T-88V (USB) Thermal Receipt Printer	Hardware	10	USD 3,542.00	USD 354.20	3,542.00	USD 0.00
ACTIVENet - Epson Thermal Receipt Paper	Hardware	3	USD 280.50	USD 93.50	280.50	USD 0.00
Total Price						USD 5,714.50

Hardware Total 5,714.50

Active reserves the right, and may take additional measures to verify Client's account which may consist of reviewing publicly available data and/ confirmation of Client provided information. Such verification measures will be completed in advance of remittance.

All fees described herein are in consideration of the Software and Services that Active provides. Active and Client acknowledge that certain credit card network rules and laws prohibit imposing a surcharge that is based on the type of payment method used (e.g., having a different fee for the use of a credit card vs. debit card), and therefore, each agree not to impose such a surcharge on any End User. The payment options we offer may include MasterCard, Visa, American Express and Discover.

*Sales tax and shipping not included in total price. Sales tax and shipping, where applicable, will be added to your invoice.

Quote Acceptance Information

Signature: _____

Printed Name: _____

Title: _____

Date: _____

PO# (if applicable): _____

Commissioners Court - Regular Session**25.****Meeting Date:** 08/24/2021

Authorize Purchase of Office Furniture for District Attorney's Office from Facilities Resource, Inc.

Submitted For: Joy Simonton**Submitted By:** Kim Chappius,
Purchasing**Department:** Purchasing**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on approving the purchase and installation of office furniture at the Williamson County District Attorney's Office from Facilities Resource, Inc. in the amount of \$18,874.50 per the terms of Omnia Cooperative Contract #R191811 and authorizing execution of the proposal.

Background

Facilities Resource, Inc. will provide furniture and installation services for (1) 84" Diameter Round Conference Table and (10) High Back wood arm chairs. Quotes attached. Department Point of Contact is Tom Stanfield. Funding Source is P515.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

QUOTE

QUOTE

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Kim Chappius

Final Approval Date: 08/19/2021

Reviewed By

Joy Simonton

Becky Pruitt

Date

08/19/2021 08:47 AM

08/19/2021 08:58 AM

Started On: 08/17/2021 08:03 AM



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 #
08/04/21	
SALES REP	PAYMENT TERMS
General Sales	Per Contract

BILL TO:

Williamson County
710 S. Main Street
Georgetown, TX 78626-5703

PH: 512.943.1611
FX: 512.930.3313

CUSTOMER PURCHASE ORDER

FINAL LOCATION:

District Attorney's Office
Williamson County
405 Martin Luther King Jr. Street
Georgetown, TX 78626-4901

PH: 512.943.1611
FX: 512.930.3313

SUMMARY INFORMATION

OMNIA Partners Contract #R191811

ITEM #	QTY	PRODUCT	UNIT PRICE	EXT. PRICE
1	10.00	89X-EWECC 3 41309 MH C3 TRIUMPH,HIGH BACK,WOOD ARM,URETHANE ARM CAP 3 = GRADE 3 41309 = SILVERTEX STORM MH = MOCHA C3 = BLACK HARD DUAL WHEEL -- ITEM LIST PRICE: \$1,451.00	\$ 652.95	\$ 6,529.50
2	1.00	[No Product Number] Receipt Delivery Installation -- ITEM LIST PRICE: \$350.00	\$ 350.00	\$ 350.00

NOTES:

*Storage of product for up to 2 weeks is included in the proposal cost. Storage commences the date the product is received.

*Additional storage will be calculated on a weekly basis and charged on a change order until the products leave the warehouse. Any outstanding storage change order older than 15 days will cause a hold on product release.

**Facilities Resource, Inc. will assess a 3.5% convenience fee on all credit card transactions.



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 #
08/04/21	
SALES REP	PAYMENT TERMS
General Sales	Per Contract

ITEM #	QTY	PRODUCT	UNIT PRICE	EXT. PRICE
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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 Seibert Date 08/04/21
General Sales
Facilities Resource Inc.

X _____ Date _____
Title _____
Williamson County

SUBTOTAL	\$6,879.50
FREIGHT	\$0.00
DELIVERY/SET-UP	\$0.00
SALES TAX (0%)	\$0.00
TOTAL	\$6,879.50
DEPOSIT REQUESTED	\$0.00
BALANCE	\$6,879.50



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.

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

Agreed:

Signature

Date



July 27, 2021

Mr. Grace Frias
Williamson County
3101 SE Inner Loop
Georgetown, TX 78626

Re: Williamson County District Attorney's Office 405 Martin
Luther King Jr. Street, Georgetown, TX 78626

Dear Grace:

PROJECT DESCRIPTION

Facilities Resource, Inc. is pleased to respond to your request for a fee proposal for furniture and services for the Williamson County District Attorney's Office located in Williamson County, Texas.

SCOPE OF WORK

FRI will provide furniture and services options as outlined below.

- **(1) 84" Diameter round conference table** **\$11,995.00**
 - (2) section top with center panel
 - Top Halves, laminate with 3" wide x 1 1/2" solid wood edge
 - Tri Pod base with steel strut supports
 - Base with levelers and removable access panels
 - Final finishes: TBD
 - **Pricing Includes Receipt, Delivery and Installation*

Furniture Delivery and Installation Services are costed to be completed during regular business hours, two weeks storage is in this proposal, if additional storage is required additional costs will apply.

GRAND TOTAL

\$11,995.00

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:

Williamson County

Date: _____



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 Seenert

Facilities Resource, Inc.

8-12-21

Date

Commissioners Court - Regular Session**26.****Meeting Date:** 08/24/2021

1806-243 Renewal 3 - ATM Services with Preferred ATM Services, LLC

Submitted For: Joy Simonton**Submitted By:** Dianne West, Purchasing**Department:** Purchasing**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on approving the extension of ATM Services Contract #1806-243, renewal option 3, for the same pricing, terms and conditions as the existing contract for the term of September 11, 2021 - September 10, 2022 with Preferred ATM Services, LLC.

Background

This agreement with Preferred ATM Services, LLC is for the purpose of operating eight (8) automatic teller machines within the county. Location details are provided on the supporting renewal contract documents. The Facilities Department points of contact are Shantil Moore and Christi Stromberg. This is a revenue contract with deposits going into the General Fund 0100.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

1806-243 Automated Teller Machine Location Agreement - original

1806-243 - renewal 1

1806-243 - renewal 2

1806-243 - renewal 3

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Dianne West

Final Approval Date: 08/19/2021

Reviewed By

Joy Simonton

Becky Pruitt

Date

08/19/2021 08:29 AM

08/19/2021 08:40 AM

Started On: 08/18/2021 02:43 PM

AUTOMATED TELLER MACHINE LOCATION AGREEMENT

This ATM Agreement is made this 11th day of September, 2018 by and between WILLIAMSON COUNTY, TEXAS, hereinafter called LESSOR and PREFERRED ATM SERVICES LLC, hereinafter called LESSEE, on the following terms and conditions.

- I. For and in consideration of the lease payment set out and the service to be provided for the benefit of LESSOR by LESSEE, LESSOR does hereby lease and grant an exclusive right license to LESSEE, locations upon and within, but not limited to the following eight (8) properties, for the purpose of installing and operating Automatic Teller Machines (ATM's).**

**Tax Office
904 S. Main Street
Georgetown, TX 78626**

**Pct. 1
1801 E Old Settlers Blvd
Round Rock, Texas, 78664**

**Pct. 2
350 Discovery Blvd
Cedar Park, TX 78613**

**Pct. 3
301. S.E. Inner Loop
Georgetown, TX 78626**

**(Location to Change FY19)
151 Wilco Way
Georgetown, TX 78626**

**Pct. 4
211 W 6th St
Taylor, Texas 76574**

**Williamson County Justice Center
405 MLK Street
Georgetown, Texas 78626**

**Quarry Splash Pad (Seasonal)
503 Borho
Leander, Texas 78642**

**Williamson County Expo Center (As Needed)
5350 Bill Pickett Trail
Taylor, Texas 76574**

- II. The lease payments, which will be paid monthly and due by the end of the following month for the previous months transactions, shall be: SEE ATTACHED PRICE SHEET – Appendix “A” and “Price Sheet Attachment (setting forth options “A” and “B” for Price Sheet, which are both incorporated herein as if copied in full. LESSOR reserves the right to choose the available ATM Customer Transaction Fees set forth in Appendix “A” and “Price Sheet Attachment”. LESSEE shall provide to Lessor financial reports to summarize all activity and transactions to show the calculation of lease payments and shall cooperate with any reasonable requests for information from LESSOR.**

AUTOMATED TELLER MACHINE LOCATION AGREEMENT

LESSOR and LESSEE hereby agree that:

- (a) During the term of this Agreement or any renewal of the same, LESSOR shall not grant the right of installing or operating ATM service at the locations described herein to any other company, financial institution, or person including LESSOR.**
- (b) TERM of the contract shall provide ATM services for an initial term of twelve (12) months, beginning the first day of the first month after the date of the award. Contract extensions may be agreed upon in twelve (12) month increments for up to an additional forty eight (48) months, with the terms and conditions remaining the same, unless otherwise negotiated due to the deflation or inflation of the U.S. Currency. The total period of this Contract, including all extensions will not exceed a maximum combined period of sixty (60) months.**
- (c) LESSOR shall exercise reasonable care to prevent damage or destruction to the ATM installed under this Agreement but shall not be liable or responsible for such loss, damage or destruction unless caused by willful or gross neglect.**
- (d) LESSOR will provide dedicated power for the ATM and either a phone line or internet connection at no cost to LESSEE.**
- (e) LESSOR and LESSEE agree the ATM is and always will be the property of LESSEE unless this contract is replaced with a new contract describing the terms and conditions of any change of ownership of the ATM.**
- (f) LESSEE or its agents will provide all service maintenance and technical support.**
- (g) The location of the ATM and the space provided shall be agreed upon between the LESSEE and LESSOR. The space shall be suitable and in plain view, readily accessible to make the services available to the general public. LESSOR, its employees or customers will take no action, which prevents or adversely affects the access, view or use of the ATM.**
- (h) LESSOR has the authority to enter into this Agreement.**
- (i) LESSEE shall install the ATM at its sole expense.**
- (j) LESSEE shall bolt the ATM to the floor to prevent theft and prohibiting the ATM from being tipped over.**
- (k) LESSEE is not responsible to repair any holes, slab damage or other damage caused to the location by the installation or removal of the ATM.**
- (l) All ATM's, signage, and other equipment, fixtures and supplies furnished or installed by LESSEE shall remain the property of LESSEE. Upon termination of this Agreement, LESSEE shall have the right to enter the location to remove all of its property. LESSOR agrees that it and its employees or customers will not post or place on or above the ATM, any signs, plaques, advertising or other material except as may be authorized by LESSEE.**
- (m) At the end of the original term or at the end of any renewal term of this Lease, LESSOR grants to LESSEE a thirty (30) day option to match any bona fide third party offer in connection with the use and/or operation of ATM equipment.**
- (n) If a dispute arises out of or relates to this contract, or the breach thereof, and if said dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation under the Commercial Mediation Rules of the American Arbitration Association, before resulting to litigation or some other dispute resolution procedure.**
- (o) This is the sole agreement between parties hereto, superseding all previous agreements, and shall bind and inure to the benefit of the parties, their heirs, successors and assigns. Each acknowledge the receipt and retention of a fully executed copy hereof.**
- (p) This ATM is being processed by LESSEE, and network sponsorship is being provided by Meta Bank.**
- (q) Both parties agree to and will comply with all the terms and conditions of this Agreement and of the original Williamson County (RFP) dated July, 2018.**
- (r) Compliance with All Laws: The Lessee agrees, in connection with this lease or any related items to the subject matter of this contract, to comply with any and all local, state or federal requirements**
- (s) No Assignment: Lessee may not assign this contract without express written consent.**
- (t) Termination: This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving ninety (90) days written notice thereof.**

AUTOMATED TELLER MACHINE LOCATION AGREEMENT

LESSEE

PREFERRED ATM SERVICES LLC

BY: [Signature]

PRINT NAME: Joe SAVAGE

TITLE: Owner

DATE: 9-4-18

LESSOR

WILLIAMSON COUNTY, TEXAS

BY: [Signature]

PRINT NAME: DAR A GATTO

TITLE: County Jpy

DATE: 09-18-2018

E

PRICE SHEET

THIS FORM MUST BE COMPLETED AND RETURNED WITH PROPOSAL

The Respondent, having become familiar with this RFP agrees to furnish the services and/or goods in accordance with this RFP at the following rate(s).

Please enter the total transaction fee charged to customer – as member or non-member, then itemize the distribution of the fees collected. If member/non-member is not relevant enter "NA".

Example: Customer Transaction Fee: \$.00

Commission to Respondent: \$.00

Commission to County: \$.00

ATM Customer Transaction Fee (Non-Member): 3.00

Commission to Respondent: 2.40

Commission to Williamson County: .60

ATM Customer Transaction Fee (Member if applicable): NA

Commission to Respondent: NA

Commission to Williamson County: NA

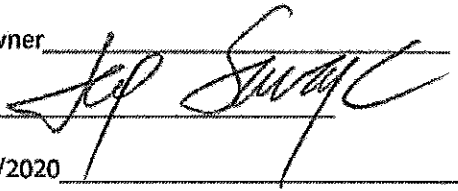
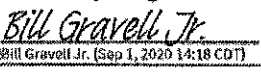
70418
JS



Purchase/Contract Type:	Services	Department:	Facilities
Vendor Name:	Preferred ATM Services, LLC		
Vendor Address:	1530 Sun City Blvd., Suite 120, PMB480, Georgetown, Texas 78633		
Purpose/Intended Use of Product or Service (summary):			
ATM Services			
P.O./Contract Number:	1806-243	Effective Date:	09/11/2019
Purchaser/Contract Specialist:	Dianne West	Expiration Date:	09/11/2020
Requested By:	Christi Stromberg, Assistant Facilities Department Director, Building Maintenance		
Detailed description of renewal of product and/or service.			
• Williamson County wishes to extend this bid/proposal for the same pricing, terms and conditions as the existing contract. • PLEASE INCLUDE THE FOLLOWING: - COMPLETED TEXAS ETHICS COMMISSION FORM 1295; AND - RENEWED INSURANCE CERTIFICATE IF IT WAS REQUIRED IN BID/PROPOSAL. • Extend Contract for the 1st of two (2) one year renewal option periods:			
Renewal Option Period 1		September 11, 2019 – September 10, 2020	
Initial Contract Period		September 11, 2018 – September 10, 2019	
BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET OUT HEREIN			
Vendor	<u>Preferred ATM Services LLC</u>		Williamson County, 710 Main St., Georgetown, TX 78626
Name	<u>Joe Savage</u>		Bill Gravel
Title	<u>Partner</u>		Williamson County Judge
Signature	<u>[Signature]</u>		Signature <u>[Signature]</u>
Date	<u>1-13-20</u>		Date <u>1/28/20</u>

Summary Agreement for Renewal of Williamson County Contract



Purchase/Contract Type:	Services	Department:	Facilities
Vendor Name:	Preferred ATM Services, LLC		
Vendor Address:	1530 Sun City Blvd., Suite 120, PMB480, Georgetown, Texas 78633		
Purpose/Intended Use of Product or Service (summary):			
ATM Services			
P.O./Contract Number:	1806-243	Effective Date:	09/11/2020
Purchaser/Contract Specialist:	Dianne West	Expiration Date:	09/10/2021
Requested By:	Christi Stromberg, Assistant Facilities Department Director, Building Maintenance		
Detailed description of renewal of product and/or service.			
- Williamson County wishes to extend this bid/proposal for the same pricing, terms and conditions as the existing contract. - PLEASE INCLUDE THE FOLLOWING: - COMPLETED TEXAS ETHICS COMMISSION FORM 1295; AND - RENEWED INSURANCE CERTIFICATE IF IT WAS REQUIRED IN BID/PROPOSAL. - Extend Contract for the 2nd of four (4) one year renewal option periods: Renewal Option Period 2 September 11, 2020 – September 10, 2021 Renewal Option Period 1 September 11, 2019 – September 10, 2020 Initial Contract Period September 11, 2018 – September 10, 2019			
BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET OUT HEREIN			
Vendor Preferred ATM Services LLC _____		Williamson County, 710 Main St., Georgetown, TX 78626	
Name <u>Joe Savage</u>		Bill Gravell	
Title <u>Co-Owner</u>		Williamson County Judge	
Signature <u></u>		Signature <u></u> Bill Gravell Jr. (Sep 1, 2020 14:18 CDT)	
Date <u>08/12/2020</u>		Date <u>Sep 1, 2020</u>	

Summary Agreement for Renewal of Williamson County Contract



Summary Agreement for Renewal of Williamson County Contract

Purchase/Contract Type:	Services	Department:	Facilities								
Vendor Name:	Preferred ATM Services, LLC										
Vendor Address:	1530 Sun City Blvd., Suite 120, PMB480, Georgetown, Texas 78633										
Purpose/Intended Use of Product or Service (summary):											
ATM Services											
P.O./Contract Number:	1806-243	Effective Date:	09/11/2021								
Purchaser/Contract Specialist:	Dianne West	Expiration Date:	09/10/2022								
Requested By:	Christi Stromberg, Assistant Facilities Department Director, Building Maintenance										
Detailed description of renewal of product and/or service.											
- Williamson County wishes to extend this bid/proposal for the same pricing, terms and conditions as the existing contract, with the exception of the updated Automated Teller Machine Locations listing identified in the attachment herein as if copied in full. - PLEASE INCLUDE THE FOLLOWING: - COMPLETED TEXAS ETHICS COMMISSION FORM 1295; AND - RENEWED INSURANCE CERTIFICATE IF IT WAS REQUIRED IN BID/PROPOSAL. - Extend Contract for the 3rd of four (4) one year renewal option periods:<table><tr><td>Renewal Option Period 3</td><td>September 11, 2021 – September 10, 2022</td></tr><tr><td>Renewal Option Period 2</td><td>September 11, 2020 – September 10, 2021</td></tr><tr><td>Renewal Option Period 1</td><td>September 11, 2019 – September 10, 2020</td></tr><tr><td>Initial Contract Period</td><td>September 11, 2018 – September 10, 2019</td></tr></table>				Renewal Option Period 3	September 11, 2021 – September 10, 2022	Renewal Option Period 2	September 11, 2020 – September 10, 2021	Renewal Option Period 1	September 11, 2019 – September 10, 2020	Initial Contract Period	September 11, 2018 – September 10, 2019
Renewal Option Period 3	September 11, 2021 – September 10, 2022										
Renewal Option Period 2	September 11, 2020 – September 10, 2021										
Renewal Option Period 1	September 11, 2019 – September 10, 2020										
Initial Contract Period	September 11, 2018 – September 10, 2019										
BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET OUT HEREIN											
Vendor <u>Preferred ATM Services LLC</u>	Williamson County, 710 Main St., Georgetown, TX 78626										
Name <u>Joe SAVAGE</u>	Bill Gravel										
Title <u>Co-Owner</u>	Williamson County Judge										
Signature <u>[Signature]</u>	Signature _____										
Date <u>8-10-21</u>	Date _____										

Automated Teller Machine Locations

Contract Number 1806-243

Renewal Option 3 Term: 11 September 2021 – 10 September 2022

Building Name	Address	City	State	Zip
Round Rock Jester	1801 E Old Settlers Blvd	Round Rock	TX	78664
Cedar Park Annex	350 Discovery Blvd	Cedar Park	TX	78613
Georgetown Annex	100 Wilco Way	Georgetown	TX	78626
Taylor Annex	211 W 6th	Taylor	TX	76374
Justice Center	405 MLK St	Georgetown	TX	78626
Georgetown Tax Office	904 S. Main Street	Georgetown	TX	78626
Quarry Splash Pad (Seasonal)	503 Borho	Leander	TX	78642
Expo Center (When requested)	5350 Bill Pickett Trail	Taylor	TX	76574

Commissioners Court - Regular Session**27.****Meeting Date:** 08/24/2021

Alliance 2576 Traffic Engr Contract Amendment No 2

Submitted For: Robert Daigh**Submitted By:** Vicky Edwards,
Infrastructure**Department:** Infrastructure**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on Contract Amendment No 2 under Williamson County Contract for Engineering Services between Alliance Transportation Group and Williamson County dated March 10, 2020 for Traffic Engineering Services. Funding source: 01.0200.0210.004100.

Background

This Contract Amendment No 2 is to amend the Senior Engineer and Project Administrator rates.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Alliance 2576 Traffic Engr Contract Amendment No 2

Form Review**Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Vicky Edwards

Final Approval Date: 08/19/2021

Reviewed By

Hal Hawes

Becky Pruitt

Date

08/18/2021 02:56 PM

08/19/2021 08:37 AM

Started On: 08/18/2021 12:30 PM

CONTRACT AMENDMENT NO. __2__
TO
WILLIAMSON COUNTY CONTRACT FOR
ENGINEERING SERVICES

This Contract Amendment No. __2__ to Williamson County Contract for Engineering Services ("Amendment No. __2__") is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Alliance Transportation Group, Inc. (the "Engineer").

RECITALS

WHEREAS, the County and the Engineer previously executed that certain Contract for Engineering Services (the "Contract"), being dated effective March 10, 2020, wherein Engineer agreed to perform certain professional engineering services in connection with the Road & Bridge On Call Traffic Engineering Services ("Project");

WHEREAS, it has become necessary to supplement, modify and amend the Contract in accordance with the provisions thereof.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Engineer agree that the Contract is supplemented, amended and modified as follows:

I. Amendment to Exhibit __D__ - Rate Schedule

Pursuant to the CPI Rate Adjustments provisions set forth in the original Rate Schedule of the Contract, County and Engineer hereby agree the Rate Schedule attached hereto as Attachment 1 shall supplant and replace the current Rate Schedule and become effective as of the last party's execution below.

II. Terms of Contract Control and Extent of Amendment No. __2__

All other terms of the Contract and any prior amendments thereto which have not been specifically amended herein shall remain the same and shall continue in full force and effect.

III. IN WITNESS WHEREOF, the County and the Engineer have executed this Amendment No. 2, in duplicate, to be effective as of the date of the last party's execution below.

Engineer:

Alliance Transportation Group, Inc.

By: 

Printed Name: Clint Jumper

Title: Sr. Vice President

Date: August 18, 2021

COUNTY:

Williamson County, Texas

By: _____

Printed Name: Bill Gravell, Jr.

Title: County Judge

Date: _____, 2021

Exhibit D

Please see next page.

Alliance Transportation Group

Labor Classification	Labor Rate	1.016 CPI ADJ
Project Principal	\$ 290	294
Senior Project Manager	\$ 274	278
Project Manager	\$ 248	252
Senior Engineer	\$ 213	216
Project Engineer	\$ 194	197
Traffic Engineer	\$ 162	165
Engineer-in-Training	\$ 125	127
Senior Engineering Technician	\$ 145	147
Engineering Technician	\$ 105	107
Jr Engineering Technician	\$ 65	66
Project Administrator	\$ 109	111
Clerical	\$ 86	87
Planner /II	\$ 105	107
Planner III	\$ 135	137
Travel Demand Modeler/II	\$ 140	142
Travel Demand Modeler III	\$ 180	183
Sr Travel Demand Modeler/Planner	\$ 213	216

Commissioners Court - Regular Session**28.****Meeting Date:** 08/24/2021

Rifeline 1812-284 WA27 Subdivision Regulations

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 27 in the amount of \$25,000.00 to expire on August 31, 2022 under Williamson County Contract for Public Involvement Services between Rifeline, LLC and Williamson County dated March 26, 2019 for Subdivision Regulations. Funding source: 01.0200.0210.004100.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Rifeline 1812-284 WA27 Subdivision Regulations

Form Review**Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Vicky Edwards

Final Approval Date: 08/17/2021

Reviewed By

Hal Hawes

Becky Pruitt

Date

08/17/2021 10:12 AM

08/17/2021 01:34 PM

Started On: 06/18/2021 11:01 AM

WORK AUTHORIZATION NO. 27

PROJECT: Subdivision Regulations

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Public Involvement Services, being dated March 26, 2019 and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Rifeline, LLC (the "Firm").

Part 1. The Firm will provide the following Public Involvement 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 \$25,000.00.

Part 3. Payment to the Firm 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 August 31, 2022. The Public Involvement 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. Firm 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 Firm 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 Firm.

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

EXECUTED this, _____.

FIRM: Rifeline, LLC

By: Lynda Rife

Signature

Lynda Rife

Printed Name

President

Title

COUNTY:

Williamson County, Texas

By: _____

Signature

Printed Name

Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Firm

Attachment C - Work Schedule

Attachment D - Fee Schedule

Attachment A - Services to be Provided by County

The County will provide direction to the public involvement team, availability for meetings as necessary, preparation of strategy and materials.

Attachment B - Services to be Provided by Firm

The Firm will provide the following public involvement services for Subdivision Regulations; Develop annotated agenda, email notifications and updates, meeting summary report including comments and questions compilation, maintain stakeholder database, coordinate logistics for subcommittee meeting, facilitate subcommittee meetings, engage with stakeholders through phone and email, review and edit subcommittee meeting presentation slides, and participate in coordination meetings.

Attachment C - Work Schedule

Rifeline, LLC will provide a work schedule for the assigned tasks.

Attachment D - Fee Schedule

Please see next page.

Task	Principal \$	Sr. Public Involvement Officer \$	Public Involvement Officer \$	Jr. Public Involvement Officer \$	Administrative 75-92 \$	Total
Develop simplified agenda (including sessions)	200.00	5	150.00	120.00	0	570.00
Draft email notifications and updates		1	5	5	0	10.00
Develop meeting summary report including comments and questions compilation		1	5	10	0	20.00
Maintain stakeholder database		0	2	5	0	7.00
Coordinate subcommittee meeting logistics		1	5	8	0	14.00
Attend and facilitate subcommittee meeting		3	5	5	5	18.00
Review and edit subcommittee meeting presentation slides		2	4	0	0	6.00
Participate in coordination meetings		3	8	4	0	15.00
Inviting (including progress reports)		0	1	0	0	1.00
TOTAL		24	43	37	5	109.00
Updated	200.00	5	150.00	120.00	25.00	500.00
Respond to stakeholders through email and phone		5	10	5	0	30.00
TOTAL		5	10	5	0	30.00

GRAND TOTAL \$ 209,500

Commissioners Court - Regular Session**29.****Meeting Date:** 08/24/2021

T2910 County Road Seal Coat Change Order No 1

Submitted For: Robert Daigh**Submitted By:** Vicky Edwards,
Infrastructure**Department:** Infrastructure**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on Change Order No. 1, to contract number #T2910 – County Road Seal Coat FY 21, in the amount of \$12,904.80. Funding source: 01.0200.0210.003599

Background

Contract amount is \$849,561.96. With the addition of this change order, of \$12,904.80, the new contract amount will be \$862,466.76. The change order removes a roadway from the contract damaged by recent heavy rainfall events and replaces it with a roadway suitable for seal coat resurfacing. The damaged roadway will be repaired by Road & Bridge crews.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

T2910 County Road Seal Coat Change Order No 1

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Vicky Edwards

Final Approval Date: 08/19/2021

Reviewed By

Becky Pruitt

Date

08/19/2021 11:13 AM

Started On: 08/19/2021 10:17 AM

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 1

1. CONTRACTOR: CK Newberry, LLC

2. Change Order Work Limits: From Indian Springs To CR 248

3. Type of Change (on federal-aid non-exempt projects): _____ (Major/Minor)

4. Reasons: 2F, 3F (3 Max. - In order of Importance - Primary first)

Project: #T2910

Roadway: County Road Seal Coat FY 21

Purchase Order Number: _____

5. Describe the work being revised:

Site conditions altered and additional work desired by the County.

6. Work to be performed in accordance with Items: 316-6175, 316-6466

7. New or revised plan sheet(s) are attached and numbered: N/A

8. New Special Provisions 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.

The following information must be provided

Time Ext. #: N/A Days added on this CO: _____

Amount added by this change order: \$12,904.80

THE CONTRACTOR

Date 8/16/21

By

CK Newberry Thomas Pona

Typed/Printed Name

Thomas Pona

Typed/Printed Title

General Manager

RECOMMENDED FOR EXECUTION:

James R. Williams 18 Aug 2021
Project Manager Date
Construction Observer

[Signature] 08/18/21
Design Engineer Date

[Signature] 8/18/21
Program Manager Date

Design Engineer's Seal:



County Commissioner Precinct 1
☐ APPROVED ☐ REQUEST APPROVAL Date

County Commissioner Precinct 2
☐ APPROVED ☐ REQUEST APPROVAL Date

County Commissioner Precinct 3
☐ APPROVED ☐ REQUEST APPROVAL Date

County Commissioner Precinct 4
☐ APPROVED ☐ REQUEST APPROVAL Date

☐ APPROVED County Judge Date

WILLIAMSON COUNTY, TEXAS

Change Order

1

Project # #T2910

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
316	6175	AGGR (TY-B GR-4 SAC-B)	CY	\$80.00	3,278.00	\$262,240.00	54.00	3,332.00	\$266,560.00	\$4,320.00
316	6466	ASPH (CHFRS-2P OR CRS-2P)	GAL	\$2.92	188,463.00	\$550,311.96	2,940.00	191,403.00	\$558,896.76	\$8,584.80
						\$812,551.96			\$825,456.76	\$12,904.80

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

Commissioners Court - Regular Session**30.****Meeting Date:** 08/24/2021

Authorize issuing 21RFSQ14 RFQ Design Engineering Services for Small Drainage and Small Roadway Projects f

Submitted For: Joy Simonton**Submitted By:** Johnny Grimaldo,
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 qualifications for Small Drainage and Small Roadway Projects for Williamson County under RFQ 21RFSQ14.

Background

Williamson County is soliciting qualifications of engineering firms interested in providing as-needed engineering services to assist Williamson County staff in the development of small drainage and small roadway projects for the Williamson County Road & Bridge Division. Williamson County will select three to five of the top-ranking firms from this solicitation to provide the engineering services. Est. \$1,500,000.00. Kon Kwon is the Point of contact. Funding source for FY2022: 01.0200.0210.004100

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review**Inbox****Reviewed By****Date**

Purchasing (Originator)

Joy Simonton

08/19/2021 10:45 AM

County Judge Exec Asst.

Becky Pruitt

08/19/2021 11:08 AM

Form Started By: Johnny Grimaldo

Started On: 08/18/2021 11:37 AM

Final Approval Date: 08/19/2021

Commissioners Court - Regular Session**31.****Meeting Date:** 08/24/2021

Final plat for the Piper Run subdivision – Pct 4

Submitted For: Terron Evertson**Submitted By:** Adam Boatright,
Infrastructure
Division: Road & Bridge**Department:** Infrastructure**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on approval of the final plat for the Piper Run subdivision – Precinct 4.

Background

This subdivision consists of 4 lots and no new roads.

Timeline

2021-06-23 – initial submittal of complete final plat application

2021-07-21 – 1st review complete with comments

2021-07-26 – 2nd submittal of final plat

2021-08-06 – 2nd review complete with comments

2021-08-11 – 3rd submittal of final plat with signatures

2021-08-17 – 3rd review complete with comments clear

2021-08-19 – final plat placed on the August 24, 2021 Commissioners Court agenda for consideration

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

final plat - Piper Run

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Adam Boatright

Final Approval Date: 08/19/2021

Reviewed By

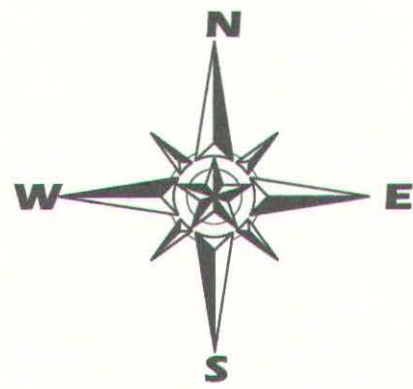
Becky Pruitt

Date

08/19/2021 11:25 AM

Started On: 08/19/2021 10:58 AM

FINAL PLAT OF PIPER RUN
CONSISTING OF 5.017 ACRES OUT OF THE
WILLIAM DUNN SURVEY, ABSTRACT NO. 196,
WILLIAMSON COUNTY, TEXAS



SCALE: 1" = 100'

100 0 100 200 300 FEET

LEGEND

- W.C.O.P.R. - WILLIAMSON COUNTY OFFICIAL PUBLIC RECORDS
W.C.P.R. - WILLIAMSON COUNTY PLAT RECORDS
W.C.O.R. - WILLIAMSON COUNTY OFFICIAL RECORDS
P.O.B. - POINT OF BEGINNING
F.F.E. - FINISHED FLOOR ELEVATION
P.U.E. - PUBLIC UTILITY EASEMENT
E.S.L.E. - ELECTRIC SUPPLY LINE EASEMENT
O.S.S.F. - ON-SITE SEWAGE FACILITY
B.L. - BUILDING LINE
() - RECORD INFORMATION - DOC. NO. 2019047973, W.C.O.P.R.
[] - RECORD INFORMATION - DOC. NO. 2004069460, W.C.O.P.R.
{ } - RECORD INFORMATION - DOC. NO. 1991005511, W.C.O.P.R.
< > - RECORD INFORMATION - DOC. NO. 2003057143, W.C.O.P.R.
⊕ - FOUND 3/8" IRON ROD
○ - FOUND 1/2" IRON ROD
● - FOUND CAPPED 1/2" IRON ROD
⊙ - SET CAPPED 1/2" IRON ROD "WLSA 10110400"
⊙ - MAG NAIL FOUND FOR TEMPORARY BENCHMARK

NOTE:
THE ELEVATION OF THE TEMPORARY BENCHMARK SHOWN HEREON
IS BASED ON NAVD88 VERTICAL DATUM.

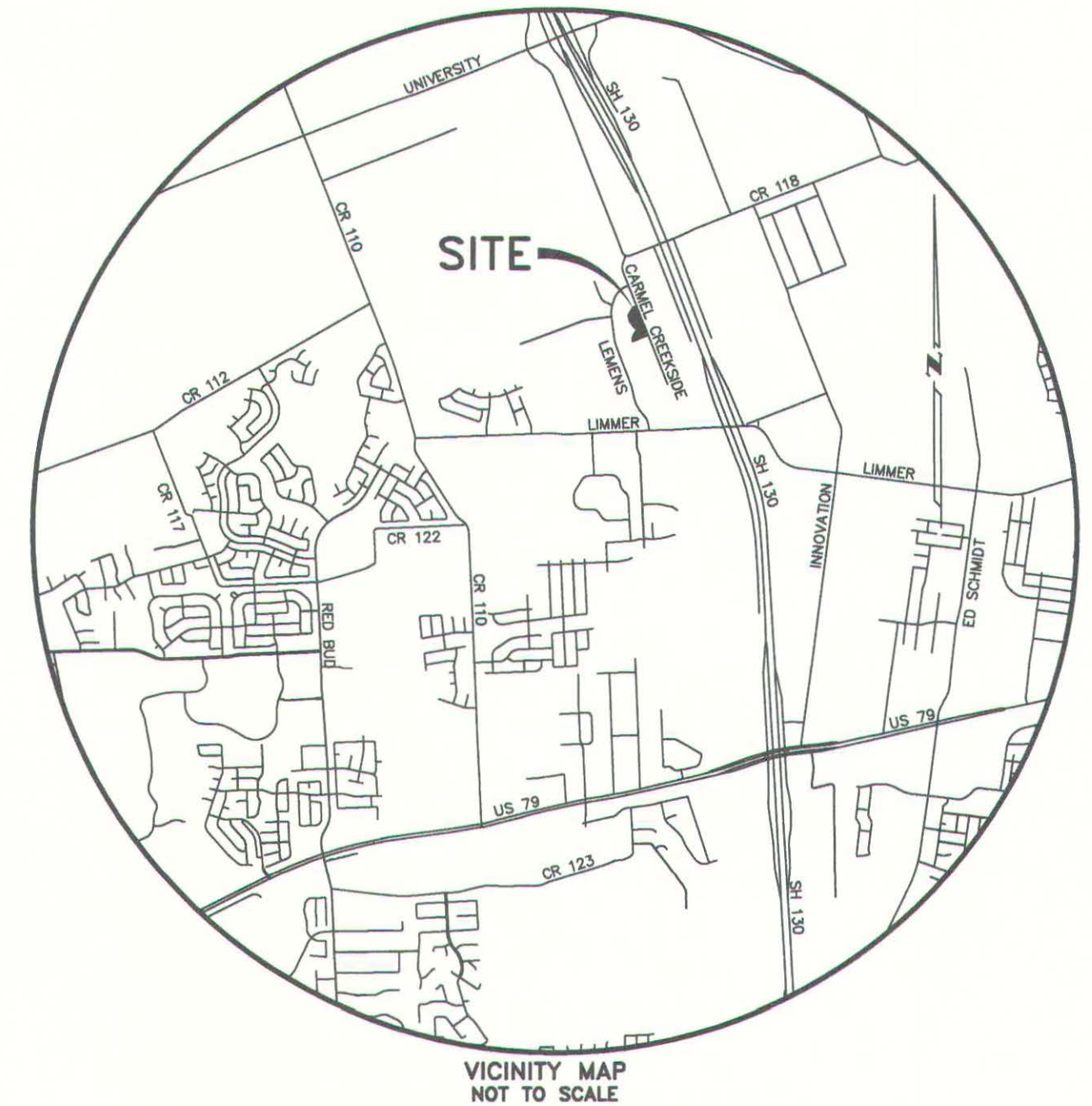
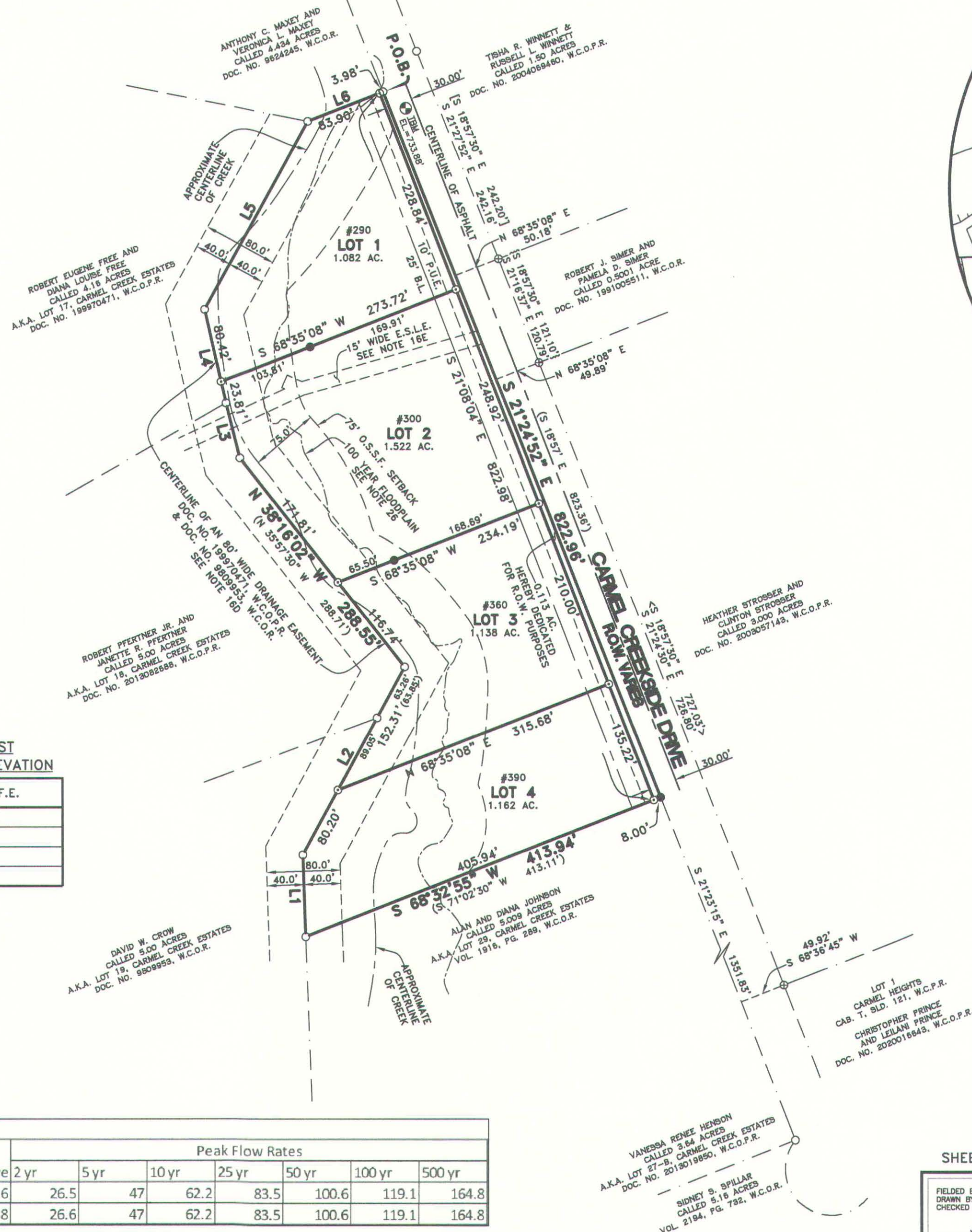
LINE TABLE

LINE	BEARING	DISTANCE
L1	N 01°55'11" W (N 00°32'30" W)	88.83' (88.63')
L2	N 28°24'13" E (N 31°02'30" E)	232.51' (232.77')
L3	N 14°00'51" W (N 35°57'30" W)	61.46' (61.68')
L4	N 12°46'16" W (N 10°29'30" W)	104.23' (104.46')
L5	N 28°43'20" E (N 31°16'30" E)	233.00' (233.25')
L6	N 68°36'02" E (N 71°02' E)	87.88' (87.91')

MINIMUM LOWEST
FINISHED FLOOR ELEVATION

LOT	MINIMUM F.F.E.
1	731.0'
2	730.0'
3	728.0'
4	728.0'

Overall Runoff Calcs											
Modeled Scenario	Area (mi^2)	NRCS CN	Lag Time (min)	Percent Impervious Cove	Peak Flow Rates						
					2 yr	5 yr	10 yr	25 yr	50 yr	100 yr	500 yr
Existing	0.0384	79.3	10.8	10.6	26.5	47	62.2	83.5	100.6	119.1	164.8
Proposed	0.0384	79.3	10.8	10.8	26.6	47	62.2	83.5	100.6	119.1	164.8



- NOTES:
1. A TEN FOOT (10') P.U.E. IS HEREBY DEDICATED ADJACENT TO ALL STREET R.O.W. LINES ON ALL LOTS.
 2. NO OBSTRUCTIONS, INCLUDING BUT NOT LIMITED TO FENCING OR STORAGE, SHALL BE PERMITTED IN ANY DRAINAGE EASEMENTS SHOWN HEREON.

OWNER:
NORTHWIND HOMES, LLC
300 CARMEL CREEKSIDE DR.
HUTTO, TX 78634

OVERALL ACREAGE: 5.017 ACRES (218,535 SQ. FT.)

LOT 1: 1.082 ACRES (47,129 SQ. FT.)

LOT 2: 1.522 ACRES (66,278 SQ. FT.)

LOT 3: 1.138 ACRES (49,573 SQ. FT.)

LOT 4: 1.162 ACRES (50,628 SQ. FT.)

RIGHT-OF-WAY DEDICATION: 0.113 ACRE (4,927 SQ. FT.)

NUMBER OF LOTS: 4

SURVEYOR: WINDROSE LAND SERVICES - AUSTIN
PHONE: (512) 326-2100

SHEET 1 OF 2

FIELD BY: RF 04/09/2020
DRAWN BY: JC 07/17/2020
CHECKED BY: RW 07/17/2020

JOB NO. 37073

Windrose Services **Land - Austin**

4120 Commercial Center Dr.
Suite 300
Austin, Texas 78744
FIRM REGISTRATION NO. 10110400

Telephone: (512) 326-2100
Fax: (512) 326-2770
COPYRIGHT 2020 WINDROSE LAND SERVICES AUSTIN, ALL RIGHTS RESERVED

STATE OF TEXAS §
KNOW ALL MEN BY THESE PRESENTS
COUNTY OF WILLIAMSON §

WE, NorthWind Homes, LLC, a Texas limited liability company, sole owner of the certain 5.028 acre tract of land described in a deed recorded in Document No. 2019047973 of the Official Public Records of Williamson County, Texas, SAVE AND EXCEPT that certain tract of land described as 1.000 acre in a deed recorded in Document No. 2019115067, Official Public Records of Williamson County, Texas, and corrected in a deed recorded in Document No. 2020017117, Official Public Records of Williamson County, Texas, do hereby join with Jerrie Ann Inman, being the sole owner of said 1.000 acre tract of land, 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 dedicate to the County of Williamson the streets, alleys, rights-of-way, easements and public places shown hereon for such public purposes as the County of Williamson may deem appropriate. This subdivision is to be known as **FINAL PLAT OF PIPER RUN**.

TO CERTIFY WHICH, WITNESS by my hand
this 9th day of August, 2021, A.D.

David McKenzie, Managing Member
NorthWind Homes, LLC
300 Carmel Creekside Dr.
Hutto, TX 78634

TO CERTIFY WHICH, WITNESS by my hand
this 9th day of August, 2021, A.D.

Jerrie Ann Inman
300 Carmel Creekside Dr.
Hutto, TX 78634

STATE OF TEXAS §
KNOW ALL MEN BY THESE PRESENTS
COUNTY OF WILLIAMSON §

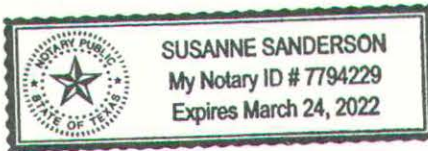
Before me, the undersigned authority, on this day personally appeared David McKenzie, representing NorthWind Homes, LLC, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed, in the capacity therein stated.

GIVEN UNDER MY HAND and seal of office this 9th day of August, 2021.

Susanne Sanderson
Notary Public in and for the State of Texas

Susanne Sanderson
Notary Public printed or typed name

My commission expires on: 3/24/22



STATE OF TEXAS §
KNOW ALL MEN BY THESE PRESENTS
COUNTY OF WILLIAMSON §

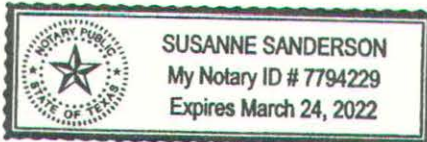
Before me, the undersigned authority, on this day personally appeared Jerrie Ann Inman, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed, in the capacity therein stated.

GIVEN UNDER MY HAND and seal of office this 9th day of August, 2021.

Susanne Sanderson
Notary Public in and for the State of Texas

Susanne Sanderson
Notary Public printed or typed name

My commission expires on: 3/24/22



STATE OF TEXAS §
KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

I, Michael Turner, 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 thereon were properly placed under my supervision in accordance with the subdivision regulations of Williamson County, Texas.

This tract is not located within the Edwards Aquifer Recharge Zone.

TO CERTIFY WHICH, WITNESS my hand and seal at Austin, Travis
County, Texas, this 9th day of August, 2021.

Michael Turner
Michael Turner
Registered Professional Surveyor
No. 6441 State of Texas
Windrose Land Services - Austin
4120 Commercial Center Drive, Suite 300
Austin, Texas 78744
Firm Registration No. 10110400



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 blue line (survey) 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 blue line (survey) and the documents associated with it.

This subdivision is located within the Extraterritorial Jurisdiction (ETJ) of the City of Hutto, Texas.

Adam D. Boatright 9/17/2021
J. Terron Evertson, PE, DR, CFM Date
County Engineer

Road name and address assignments verified this the 10 day of August, 2021 A.D.

Cindy Bridges
WILLIAMSON COUNTY ADDRESSING COORDINATOR
Cindy Bridges

FINAL PLAT OF PIPER RUN CONSISTING OF 5.017 ACRES OUT OF THE WILLIAM DUNN SURVEY, ABSTRACT NO. 196, WILLIAMSON COUNTY, TEXAS

GENERAL NOTES:

- 1) NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO THE WATER SYSTEM. WATER SERVICE WILL BE PROVIDED BY JONAH WATER DISTRICT.
- 2) SEWER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY ON-SITE SEWAGE FACILITIES.
- 3) WATER AND WASTEWATER SYSTEMS SERVING THIS SUBDIVISION SHALL BE DESIGNED AND INSTALLED IN ACCORDANCE WITH STATE HEALTH DEPARTMENT PLANS AND SPECIFICATIONS.
- 4) NO OBJECTS, INCLUDING BUT NOT LIMITED TO, BUILDINGS, FENCES OR LANDSCAPING, SHALL BE PERMITTED WITHIN ANY DRAINAGE EASEMENTS SHOWN HEREON, EXCEPT AS APPROVED BY WILLIAMSON COUNTY.
- 5) ALL EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR HIS/HER ASSIGNS.
- 6) PROPERTY OWNER AND HIS/HER ASSIGNS SHALL PROVIDE FOR ACCESS TO DRAINAGE EASEMENTS AS MY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY GOVERNMENTAL AUTHORITIES.
- 7) THE DEVELOPER, BUILDER, SELLER, OR AGENT SHALL INFORM, IN WRITING, EACH BUYER OF SUBDIVISION LOTS OR PROPERTY LOCATED WITHIN FLOOD HAZARD AREAS THAT SUCH PROPERTY IS IN AN IDENTIFIED FLOOD HAZARD AREA AND THAT A FLOOD PLAIN DEVELOPMENT PERMIT WILL BE REQUIRED BEFORE A STRUCTURE CAN BE PLACED ON THE PROPERTY. THE WRITTEN NOTICE SHALL BE FILED FOR RECORD IN THE WILLIAMSON COUNTY OFFICIAL PUBLIC RECORDS. A COPY OF THIS WRITTEN NOTICE SHALL BE PROVIDED WHEN APPLICATIONS ARE MADE FOR FLOOD PLAIN DEVELOPMENT PERMITS.
- 8) PRIOR TO ANY CHANNEL ALTERATIONS, BRIDGE CONSTRUCTION, FILL, DREDGING, GRADING, CHANNEL IMPROVEMENT, OR STORAGE OF MATERIALS OR ANY OTHER CHANGE WITHIN THE 100 YEAR FLOOD PLAIN LOCATED WITHIN THIS SURVEY, AN APPLICATION FOR FLOOD PLAIN DEVELOPMENT PERMIT WITH A DESCRIPTION OF THE PROJECT AND THE EXTENT OF CHANGES, IF ANY, TO THE WATER COURSE OR NATURAL DRAINAGE AS A RESULT OF THE PROPOSED DEVELOPMENT MUST BE SUBMITTED TO AND APPROVED BY THE WILLIAMSON COUNTY FLOOD PLAIN ADMINISTRATOR. ALL SPECIFICATIONS AND DETAILS NECESSARY FOR COMPLETE REVIEW MUST BE PROVIDED.
- 9) PRIOR TO ANY CHANNEL ALTERATION OR BRIDGE CONSTRUCTION WHICH WILL CHANGE EXISTING FLOOD PATTERNS OR ELEVATIONS, A LETTER OF MAP AMENDMENT MUST BE SUBMITTED TO AND APPROVED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.
- 10) A 75' SETBACK FROM CREEKS, LAKES, DRAINAGE-WAYS, AND DRAINAGE EASEMENTS, A 25' SETBACK FROM BREAKS IN GRADE AND A 25' SETBACK FROM RECHARGE FEATURES.
- 11) THE SUBJECT PROPERTY SHOWN HEREON IS NOT LOCATED WITHIN THE EDWARDS AQUIFER CONTRIBUTING ZONE, RECHARGE ZONE, OR TRANSITION ZONE.
- 12) ALL BEARINGS ARE BASED ON THE TEXAS LAMBERT STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD83. A SCALE FACTOR OF 1.00012491 HAS BEEN APPLIED TO OBTAIN SURFACE DISTANCES.
- 13) 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. FLOOD PLAIN 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.
- 14) RURAL MAIL BOXES 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.
- 15) EXCEPT IN CERTAIN ISOLATED AREAS REQUIRED TO MEET 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 ONE FOOT ABOVE THE BFE, WHICHEVER IS HIGHER. FOR LARGER LOTS WHERE THE BFE VARIES, AN FFE SHALL BE ESTABLISHED AT THE UPSTREAM AND DOWNSTREAM LOT LINE.
- 16) THIS PLAT WAS PREPARED WITH INFORMATION CONTAINED IN TITLE COMMITMENT GF NO. 1943625-BCP OF INDEPENDENCE TITLE, EFFECTIVE DATE OF JANUARY 27, 2020. SURVEYOR DID NOT ABSTRACT SUBJECT PROPERTY. THE FOLLOWING NOTES ARE BASED ON SAID TITLE COMMITMENT:
 - A) A PARENT TRACT TO THE SUBJECT PROPERTY SHOWN HEREON IS SUBJECT TO AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT TO TEXAS POWER AND LIGHT COMPANY BY VOL. 282, PG. 432, W.C.D.R. THERE IS INSUFFICIENT INFORMATION IN SAID DOCUMENT TO DETERMINE EXACT LOCATION OF SAID EASEMENT.
 - B) A PARENT TRACT TO THE SUBJECT PROPERTY SHOWN HEREON IS SUBJECT TO AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT TO TEXAS POWER AND LIGHT COMPANY BY VOLUME 299, PAGE 506, W.C.D.R. THERE IS INSUFFICIENT INFORMATION IN SAID DOCUMENT TO DETERMINE EXACT LOCATION OF SAID EASEMENT.
 - C) SUBJECT TO A PIPE LINE EASEMENT (BLANKET IN NATURE) BEING 15' IN WIDTH CENTER LINE THEREOF BEING THE PIPE LINE AS INSTALLED TO JONAH WATER SUPPLY CORP. BY VOLUME 563, PAGE 515, VOLUME 563, PAGE 516, VOLUME 563, PAGE 517, W.C.D.R., AND VOLUME 1057, PAGE 273, W.C.O.R. SAID EASEMENT IS NOT PLOTTABLE DUE TO BEING BLANKET IN NATURE.
 - D) SUBJECT TO AN 80' WIDE DRAINAGE EASEMENT SHOWN HEREON AS EVIDENCED BY DOCUMENT NO. 9809953 AND DOCUMENT NO. 199970471, W.C.O.P.R.
 - E) SUBJECT TO 15' WIDE ELECTRIC SUPPLY LINE EASEMENT SHOWN HEREON TO TEXAS POWER & LIGHT COMPANY BY VOL. 1835, PG. 663, W.C.O.R.
- 17) SUBJECT TO ALL APPLICABLE CITY AND/OR COUNTY DEVELOPMENT CODES AND ORDINANCES.
- 18) EXEMPTION: STORMWATER DETENTION IS NOT REQUIRED. SEE DRAINAGE REPORT.
- 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 STORMWATER MANAGEMENT CONTROLS WILL REMAIN WITH THE OWNER.
- 20) NO LOT IN THIS SUBDIVISION IS ENCLOSED BY A SPECIAL FLOOD HAZARD AREA(S) INUNDED BY THE 100-YEAR (1% CHANCE) FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP NO. 48491C0505F, EFFECTIVE DATE DECEMBER 20, 2019 FOR WILLIAMSON COUNTY, TEXAS. ZONE DETERMINATION WAS DONE BY GRAPHIC PLOTTING FROM THE FEMA MAP. SURVEYOR DOES NOT ASSUME RESPONSIBILITY FOR EXACT DETERMINATION.
- 21) A FLOODPLAIN DEVELOPMENT PERMIT MAY BE REQUIRED FOR LOTS 1, 2, 3 AND 4 PRIOR TO ANY CONSTRUCTION OR DEVELOPMENT. THE NEED FOR A FLOODPLAIN DEVELOPMENT PERMIT WILL BE DETERMINED BY WILLIAMSON COUNTY UPON REVIEW OF THE PROPOSED STRUCTURE LOCATION.
- 22) THE MINIMUM FINISHED FLOOR ELEVATIONS (FFE) FOR LOTS SHOWN ON THIS PLAT ARE DETERMINED BY A STUDY PREPARED BY RILEY MOUNTAIN ENGINEERING, DATED APRIL 14, 2021.
- 23) THIS SUBDIVISION IS SUBJECT TO STORMWATER MANAGEMENT CONTROLS AS REQUIRED BY WILLIAMSON COUNTY SUBDIVISION REGULATIONS, SECTION B11.1, ON NEW DEVELOPMENT THAT WOULD EVOKE SUCH CONTROLS BEYOND 20% IMPERVIOUS COVER PER LOT.
- 24) THE 100-YEAR (1% CHANCE) FLOODPLAIN SHOWN HEREON WAS ESTABLISHED BY AN ENGINEERING STUDY COMPLETED BY RILEY MOUNTAIN ENGINEERING, LLC, PROJECT NAME 300 CARMEL CREEKSIDE DRIVE, DATED APRIL 14, 2021.
- 25) DRIVEWAYS FOR LOTS 1, 3 AND 4: LOCATIONS USE DIP TYPE OF DRIVEWAYS AND SHALL BE INSTALLED TO COUNTY AND EMERGENCY REGULATIONS. IF THERE IS MINIMAL FLOW AND LESS THAN 15% GRADE NO CULVERT IS NEEDED.
- 26) DRIVEWAY SPACING ON WILLIAMSON COUNTY ROADS SHALL BE NO CLOSER THAN 100FT MEASURED FROM CENTER TO CENTER.
- 27) DRIVEWAY FOR LOT 2 EXISTS ON THE GROUND AT THE TIME OF FIELD INSPECTION.
- 28) 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 BOUND AREAS IN THIS VICINITY.
- 29) ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS.
- 30) THIS SUBDIVISION IS LOCATED WITHIN THE EXTRATERRITORIAL JURISDICTION (ETJ) OF THE CITY OF HUTTO, TEXAS.

METES AND BOUNDS LEGAL DESCRIPTION:

BEING A TRACT OR PARCEL OF LAND CONTAINING 5.017 ACRES (218,535 SQ. FT.) SITUATED IN THE WILLIAM DUNN SURVEY, ABSTRACT NO. 196, LOCATED IN WILLIAMSON COUNTY, TEXAS, BEING THAT SAME TRACT OF LAND DESCRIBED AS 5.028 ACRES CONVEYED TO NORTHWIND HOMES, LLC BY DEED RECORDED IN DOCUMENT NO. 2019047873, WILLIAMSON COUNTY OFFICIAL PUBLIC RECORDS (W.C.O.P.R.), ALSO BEING KNOWN AS LOT 30, CARMEL CREEK ESTATES, AN UNRECORDED SUBDIVISION IN WILLIAMSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS: ALL BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD 83. A SCALE FACTOR OF 1.00012491 HAS BEEN APPLIED TO OBTAIN SURFACE DISTANCES.

BEGINNING AT A 1/4" IRON ROD FOUND IN THE WESTERLY RIGHT-OF-WAY (R.O.W.) LINE OF CARMEL CREEKSIDE DRIVE (50' R.O.W.), BEING THE SOUTHEAST CORNER OF THAT CERTAIN TRACT OF LAND DESCRIBED AS 4.434 ACRES CONVEYED TO ANTHONY C. MAXEY AND VERONICA L. MAXEY BY DEED RECORDED IN DOCUMENT NO. 9624245, WILLIAMSON COUNTY OFFICIAL RECORDS (W.C.O.R.), AND BEING THE NORTHEAST CORNER OF SAID NORTHWIND HOMES TRACT, FOR THE NORTHEAST CORNER AND POINT OF BEGINNING HEREOF;

THENCE SOUTH 21°24'52" EAST, WITH THE WESTERLY R.O.W. LINE OF SAID CARMEL CREEKSIDE DRIVE, SAME BEING THE EASTERLY LINE OF SAID NORTHWIND HOMES TRACT, AND BEING THE EASTERLY LINE HEREOF, A DISTANCE OF 822.96' TO A CAPPED 1/2" IRON ROD FOUND AT THE NORTHEAST CORNER OF THAT CERTAIN TRACT OF LAND DESCRIBED AS 5.009 ACRES CONVEYED TO ALAN AND DIANA JOHNSON BY DEED RECORDED IN VOLUME 1916, PAGE 289, WILLIAMSON COUNTY OFFICIAL RECORDS (W.C.O.R.), ALSO BEING KNOWN AS LOT 29 OF SAID CARMEL CREEK ESTATES, FOR THE SOUTHEAST CORNER OF SAID NORTHWIND HOMES TRACT AND THE SOUTHEAST CORNER HEREOF, FROM WHICH A 1/2" IRON ROD FOUND IN THE WESTERLY R.O.W. LINE OF CARMEL CREEKSIDE DRIVE, BEING AT THE SOUTHEAST CORNER OF THAT CERTAIN TRACT OF LAND DESCRIBED AS 3.64 ACRES CONVEYED TO VENESSA RENEE HENSON BY DEED RECORDED IN DOCUMENT NO. 2013019850, W.C.O.P.R., ALSO BEING KNOWN AS LOT 27-B OF SAID CARMEL CREEK ESTATES, BEING THE MOST NORTHERLY CORNER OF THAT CERTAIN TRACT OF LAND DESCRIBED AS 5.16 ACRES CONVEYED TO SIDNEY S. SPILLAR BY DEED RECORDED IN VOLUME 2194, PAGE 732, W.C.O.R., BEARS SOUTH 21°23'15" EAST, A DISTANCE OF 1351.83';

THENCE SOUTH 68°32'55" WEST, WITH THE NORTHERLY LINE OF SAID JOHNSON TRACT, SAME BEING THE SOUTHERLY LINE OF SAID NORTHWIND HOMES TRACT AND THE SOUTHERLY LINE HEREOF, A DISTANCE OF 413.94' TO A 1/2" IRON ROD FOUND IN THE EASTERLY LINE OF THAT CERTAIN TRACT OF LAND DESCRIBED AS 5.00 ACRES CONVEYED TO DAVID W. CROW BY DEED RECORDED IN DOCUMENT NO. 9809953, W.C.O.R., ALSO BEING KNOWN AS LOT 19 OF SAID CARMEL CREEK ESTATES, BEING THE NORTHWEST CORNER OF SAID JOHNSON TRACT, FOR THE SOUTHWEST CORNER OF SAID NORTHWIND HOMES TRACT AND THE SOUTHWEST CORNER HEREOF;

THENCE WITH THE WESTERLY LINE OF SAID NORTHWIND HOMES TRACT, SAME BEING THE WESTERLY LINE HEREOF, THE FOLLOWING CALLS:

- * NORTH 01°55'11" WEST, WITH THE EASTERLY LINE OF SAID CROW TRACT, A DISTANCE OF 88.83' TO A 1/2" IRON ROD FOUND AT AN ANGLE POINT IN THE EASTERLY LINE OF SAID CROW TRACT, FOR AN ANGLE POINT IN THE WESTERLY LINE OF SAID NORTHWIND HOMES TRACT AND AN ANGLE POINT IN THE WESTERLY LINE HEREOF;
- * NORTH 28°24'13" EAST, WITH THE EASTERLY LINE OF SAID CROW TRACT A DISTANCE OF 169.25' PASSING A 1/2" IRON ROD FOUND AT THE SOUTHEAST CORNER OF THAT CERTAIN TRACT OF LAND DESCRIBED AS 5.00 ACRES CONVEYED TO ROBERT PFERTNER JR. AND JANETTE R. PFERTNER BY DEED RECORDED IN DOCUMENT NO. 2013082688, W.C.O.P.R., ALSO BEING KNOWN AS LOT 18 OF SAID CARMEL CREEK ESTATES, BEING AT THE NORTHEAST CORNER OF SAID CROW TRACT, CONTINUING A DISTANCE OF 63.26' WITH THE EASTERLY LINE OF SAID PFERTNER TRACT, FOR A TOTAL DISTANCE OF 232.51' TO A 1/2" IRON ROD FOUND AT AN ANGLE POINT IN THE EASTERLY LINE OF SAID PFERTNER TRACT, FOR AN ANGLE POINT IN THE WESTERLY LINE OF SAID NORTHWIND HOMES TRACT AND AN ANGLE POINT IN THE WESTERLY LINE HEREOF;
- * NORTH 38°16'02" WEST, CONTINUING WITH THE EASTERLY LINE OF SAID PFERTNER TRACT, A DISTANCE OF 288.55' TO A 1/2" IRON ROD FOUND AT AN ANGLE POINT IN THE EASTERLY LINE OF SAID PFERTNER TRACT, FOR AN ANGLE POINT IN THE WESTERLY LINE SAID NORTHWIND HOMES TRACT AND AN ANGLE POINT IN THE WESTERLY LINE HEREOF;
- * NORTH 14°00'51" WEST, CONTINUING WITH THE EASTERLY LINE OF SAID PFERTNER TRACT, A DISTANCE OF 61.46' TO A 1/2" IRON ROD FOUND AT THE NORTHEAST CORNER OF SAID PFERTNER TRACT, BEING AT THE SOUTHEAST CORNER OF THAT CERTAIN TRACT OF LAND DESCRIBED AS 4.16 ACRES CONVEYED TO ROBERT EUGENE FREE AND DIANA LOUISE FREE BY DEED RECORDED IN DOCUMENT NO. 199970471, W.C.O.P.R., ALSO BEING KNOWN AS LOT 17 OF CARMEL CREEK ESTATES, FOR AN ANGLE POINT IN THE WESTERLY LINE SAID NORTHWIND HOMES TRACT AND AN ANGLE POINT IN THE WESTERLY LINE HEREOF;
- * NORTH 12°46'16" WEST, WITH THE EASTERLY LINE OF SAID FREE TRACT, A DISTANCE OF 104.23' TO 1/2" IRON ROD FOUND AT AN ANGLE POINT IN THE EASTERLY LINE OF SAID FREE TRACT, FOR AN ANGLE POINT IN THE WESTERLY LINE OF SAID NORTHWIND HOMES TRACT, AND AN ANGLE POINT IN THE WESTERLY LINE HEREOF;
- * NORTH 28°43'20" EAST, CONTINUING WITH THE EASTERLY LINE OF SAID FREE TRACT, A DISTANCE OF 233.00' TO A 1/2" IRON ROD FOUND AT THE MOST SOUTHERLY CORNER OF SAID MAXEY TRACT, BEING THE NORTHEAST CORNER OF SAID FREE TRACT, FOR THE NORTHWEST CORNER OF SAID NORTHWIND HOMES TRACT AND THE NORTHWEST CORNER HEREOF;

THENCE NORTH 68°36'02" EAST, WITH THE SOUTHERLY LINE OF SAID MAXEY TRACT, SAME BEING THE NORTHERLY LINE OF SAID NORTHWIND HOMES TRACT AND THE NORTHERLY LINE HEREOF, A DISTANCE OF 87.88' TO THE POINT OF BEGINNING AND CONTAINING 5.017 ACRES (218,535 SQ. FT.) AS SURVEYED ON THE GROUND.

STATE OF TEXAS §
KNOW ALL MEN BY THESE PRESENTS
COUNTY OF WILLIAMSON §

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
Williamson County, Texas

Date

STATE OF TEXAS §
KNOWN ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

I, Nancy E. Rister, Clerk of the County Court of said County, do hereby certify that the foregoing instrument in writing, with its certification of authentication, was filed for record in my office on the ____ day of _____, 20____, A.D., at ____ o'clock ____ M., and duly recorded this ____ 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.

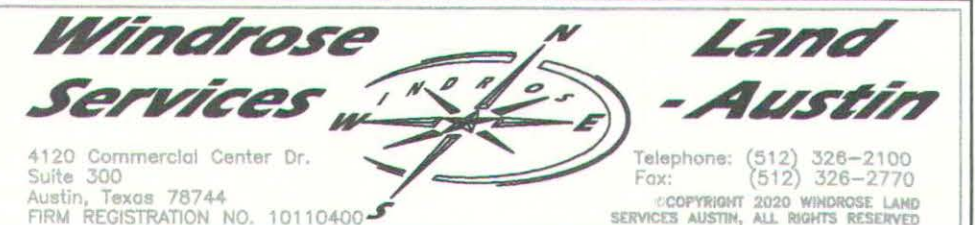
Nancy E. Rister, Clerk County Court of Williamson County, Texas

By: _____, Deputy

SHEET 2 OF 2

FILED BY: RF 04/09/2020
DRAWN BY: JC 07/17/2020
CHECKED BY: RW 07/17/2020

JOB NO. 37073



Commissioners Court - Regular Session**32.****Meeting Date:** 08/24/2021

Preliminary plat for the Northgate Ranch Phase 2 Sections 6-10 subdivision – Pct 2

Submitted For: Terron Evertson**Submitted By:** Adam Boatright,
Infrastructure
Division: Road & Bridge**Department:** Infrastructure**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on approval of the preliminary plat for the Northgate Ranch Phase 2, Sections 6-10 subdivision – Precinct 2.

Background

This is the second preliminary plat for the Northgate Ranch Phase 2 development. This proposed subdivision consists of 694 single family lots, 29 open space lots and 27,796 linear feet of new roads.

Timeline

2021-05-20 – initial submittal of the preliminary plat

2021-06-18 – 1st review complete with comments

2021-07-27 – 2nd submittal of preliminary plat

2021-08-11 – 2nd review complete with comments

2021-08-12 – 3rd submittal of preliminary plat

2021-08-16 – 3rd review complete with comments

2021-08-16 – 4th submittal of preliminary plat

2021-08-19 – 4th review complete with comments clear

2021-08-19 – preliminary plat placed on the August 24, 2021 Commissioners Court agenda for consideration

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

preliminary plat - Northgate Ranch Ph 2 Sec 6-10

Form Review**Inbox**

County Judge Exec Asst.

Reviewed By

Becky Pruitt

Date

08/19/2021 11:26 AM

Form Started By: Adam Boatright

Started On: 08/19/2021 11:08 AM

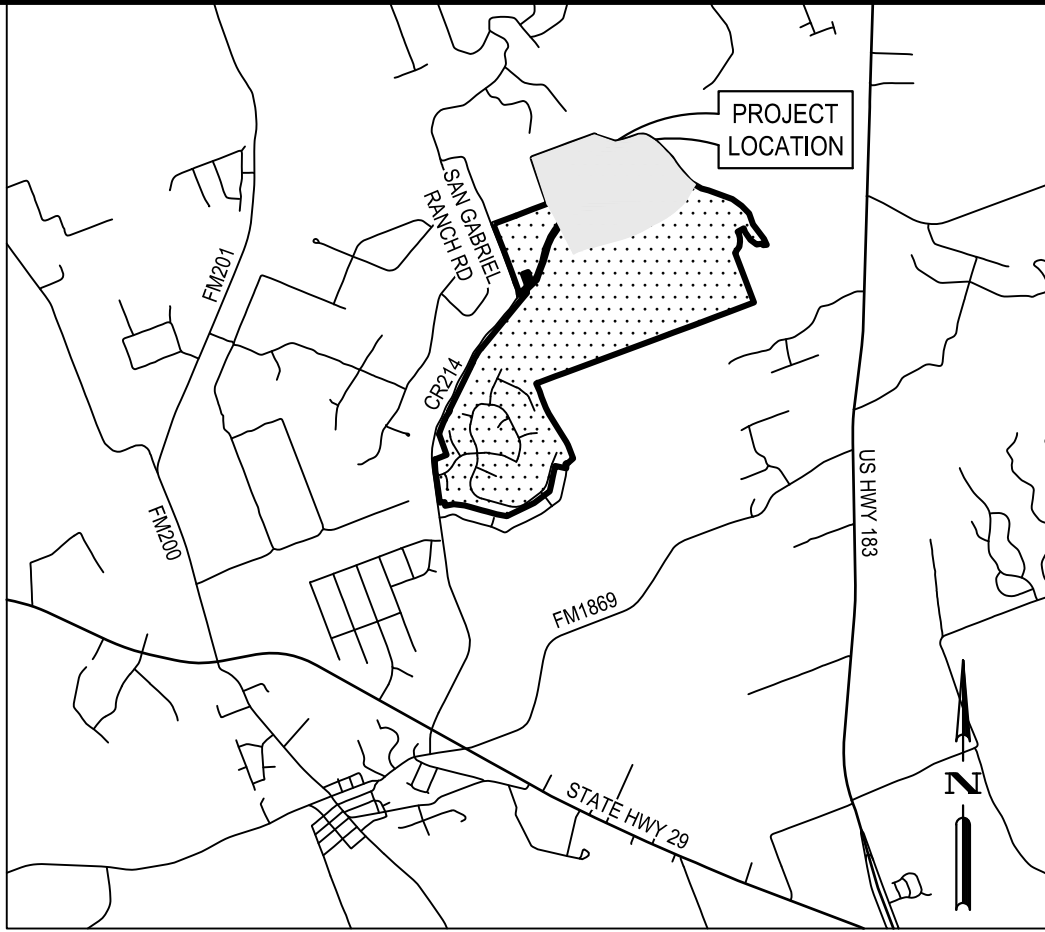
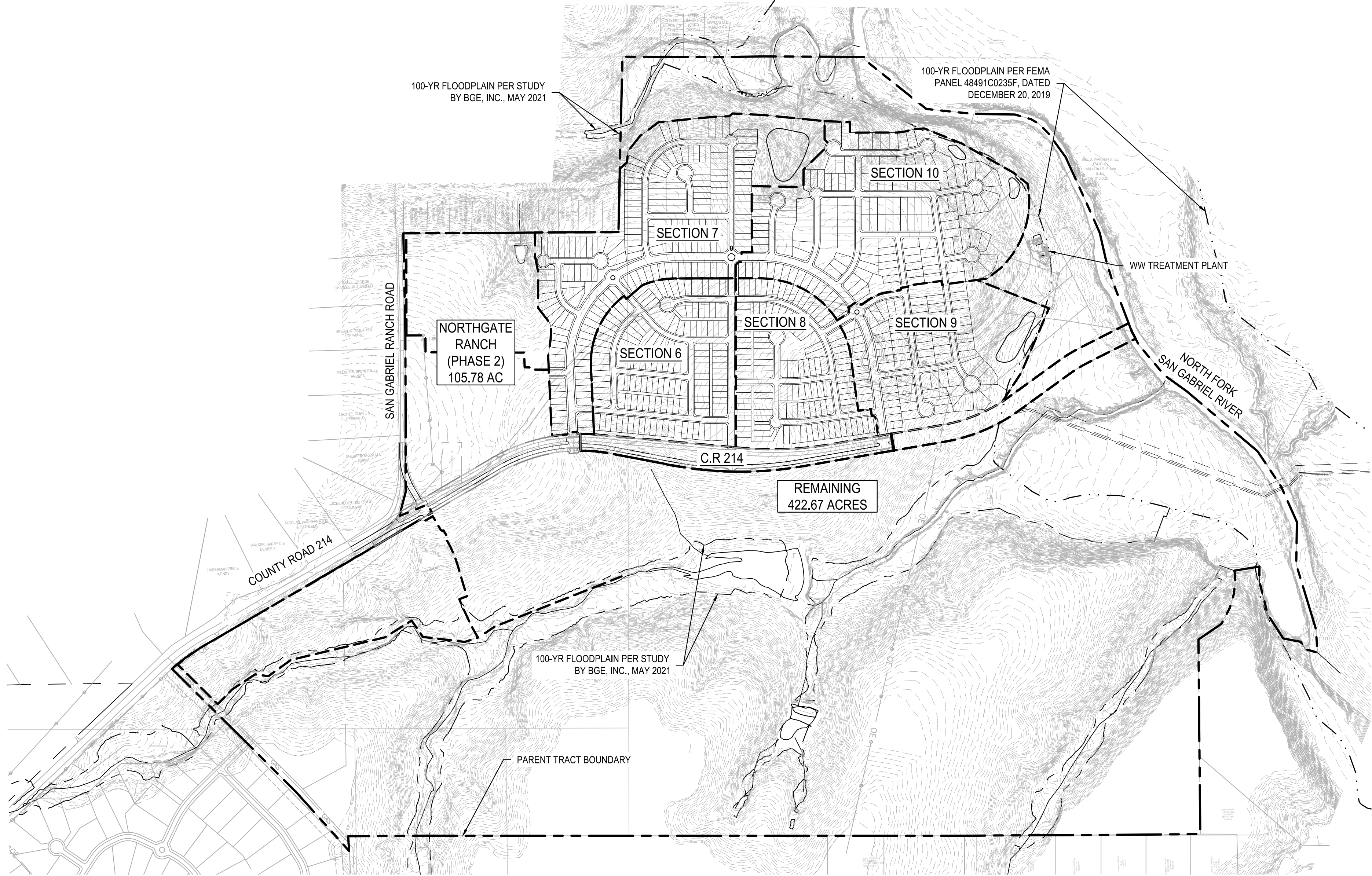
Final Approval Date: 08/19/2021

G:\TXC\Projects\Randolph\Todd Col8712-00-Northgate_Ph_2-Prelim_Plat_Sec_6-10\LD01_CADD\01_Shts\8712-0-SP-PRLM.dwg Layout: OVERALL PROPERTY BOUNDARY Plotted: 8/16/2021 11:29:44 AM

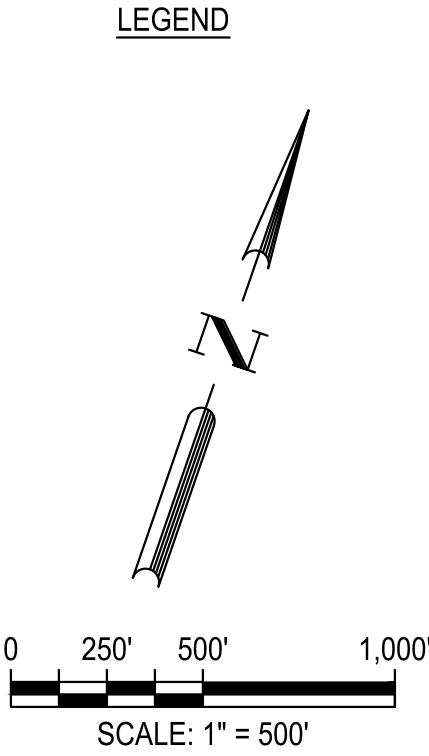
Sheet List Table	
Sheet Number	Sheet Title
1	OVERALL PROPERTY BOUNDARY
2	PRELIMINARY PLAT (SHEET 1 OF 3)
3	PRELIMINARY PLAT (SHEET 2 OF 3)
4	PRELIMINARY PLAT (SHEET 3 OF 3)
5	EXISTING DRAINAGE AREA MAP
6	PROPOSED DRAINAGE AREA MAP
7	PROPOSED UTILITIES (SHEET 1 OF 2)
8	PROPOSED UTILITIES (SHEET 2 OF 2)

NORTHGATE RANCH PHASE 2 SECTIONS 6,7,8,9,10 PRELIMINARY PLAT

WILLIAMSON COUNTY, TEXAS



LOCATION MAP
SCALE: 1" = 5000'



- PROPERTY BOUNDARY
--- SECTION BOUNDARY

- NOTES:
- ALL SIDEWALKS SHALL BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.
 - DRIVEWAYS SHALL CONNECT ONLY TO AN INTERNAL PLATTED ROAD AND NOT TO CR 214, SAN GABRIEL RANCH ROAD, THE ADJACENT COUNTY ROADWAYS.
 - THE CONTRACTOR SHALL OBTAIN A "NOTICE OF PROPOSED INSTALLATION OF UTILITY LINE" PERMIT FROM WILLIAMSON COUNTY FOR ANY WORK PERFORMED IN THE EXISTING COUNTY RIGHT-OF-WAY (DRIVEWAY APRON, WATER MAIN TIE-IN, ETC.) THIS PERMIT APPLICATION WILL REQUIRE A LIABILITY AGREEMENT, A CONSTRUCTION COST ESTIMATE FOR WORK WITHIN THE RIGHT-OF-WAY INCLUDING PAVEMENT REPAIR (IF NEEDED), A PERFORMANCE BOND, CONSTRUCTION PLANS AND, IF NECESSARY, A TRAFFIC CONTROL PLAN. AN INSPECTION FEE, AND A RE-CONSTRUCTION MEETING MAY ALSO BE REQUIRED, DEPENDING ON THE SCOPE OF WORK. THE PERMIT WILL BE REVIEWED AND APPROVED BY THE COUNTY ENGINEER AND MUST ALSO BE APPROVED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT IF ANY ROAD CLOSURE IS INVOLVED.
 - NO LOTS MAY BE FURTHER SUBDIVIDED.
 - THE ABANDONMENT AND DEDICATION OF CR 214 ROW SHALL BE DONE IN ACCORDANCE WITH THE DEVELOPMENT AGREEMENT.
 - THE FRONT BUILDING SETBACK LINE ON ALL PUBLIC ROADS SHALL BE 25 FEET FROM THE EDGE OF THE RIGHT-OF-WAY, 10 FEET FROM THE BACK OF LOT LINE AND 5 FEET FROM THE SIDES OF LOT LINES. CORNER LOTS WILL BE 15 FT ON THE RIGHT-OF-WAY SIDE INSTEAD OF 5 FEET.
 - THE FOLLOWING LOTS ARE ALLEY LOADED LOTS:
BLOCK R, LOTS 5, 6, 8-23
BLOCK S, LOTS 1-23
BLOCK U, LOTS 1-24
BLOCK V, LOTS 35-43, 46-52
BLOCK AG, LOTS 1-6, 8-13, 15-20, 22-24
BLOCK AI, LOTS 1-8, 10-18
BLOCK AJ, LOTS 1-9, 11-19
 - ALL ALLEYS WILL BE OWNED AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.
 - THE ABANDONMENT AND DEDICATION OF CR 214 RIGHT OF WAY SHALL BE DONE IN ACCORDANCE WITH THE DEVELOPMENT AGREEMENT.
 - CONSTRUCTION OF CR 214 SHALL BE DONE IN ACCORDANCE WITH THE DEVELOPMENT AGREEMENT.

STREET DESIGN TABLE									
STREET NAME	CLASSIFICATION	DESIGN SPEED	LENGTH	ROW WIDTH	PAVEMENT WIDTH	RURAL / URBAN	MAINTENANCE AUTHORITY	DRAINAGE TYPE	SIDEWALK
COUNTY ROAD 214	ARTERIAL	45	1,660'	120' (VARIES)	(2) 27' C&G (W/ MEDIAN)	URBAN	PUBLIC	CURB & GUTTER	5' BOTH SIDES
LARIAT LOOP	COLLECTOR	35	4,060'	70'	48' F-F	URBAN	PUBLIC	CURB & GUTTER	5' BOTH SIDES
LEELAND DRIVE	COLLECTOR	35	1,371'	60'	40' F-F	URBAN	PUBLIC	CURB & GUTTER	5' BOTH SIDES
LEELAND DRIVE	LOCAL	25	822'	50'	33' F-F	URBAN	PUBLIC	CURB & GUTTER	5' BOTH SIDES
TRAVIS LANE	LOCAL	25	1,139'	50'	33' F-F	URBAN	PUBLIC	CURB & GUTTER	5' BOTH SIDES
CLEMENS DRIVE	LOCAL	25	552'	50'	33' F-F	URBAN	PUBLIC	CURB & GUTTER	5' BOTH SIDES
BARRET DRIVE	LOCAL	25	560'	50'	33' F-F	URBAN	PUBLIC	CURB & GUTTER	5' BOTH SIDES
MCCRAE DRIVE	LOCAL	25	788'	50'	33' F-F	URBAN	PUBLIC	CURB & GUTTER	5' BOTH SIDES
WOODROW LANE	LOCAL	25	1,024'	50'	33' F-F	URBAN	PUBLIC	CURB & GUTTER	5' BOTH SIDES
TABLE TOP BEND	LOCAL	25	562'	50'	33' F-F	URBAN	PUBLIC	CURB & GUTTER	5' BOTH SIDES
ALFALFA DRIVE	LOCAL	25	458'	50'	33' F-F	URBAN	PUBLIC	CURB & GUTTER	5' BOTH SIDES
HIGH VALLEY DRIVE	LOCAL	25	1,334'	50'	33' F-F	URBAN	PUBLIC	CURB & GUTTER	5' BOTH SIDES
BALBOA DRIVE	LOCAL	25	614'	50'	33' F-F	URBAN	PUBLIC	CURB & GUTTER	5' BOTH SIDES
BALBOA COURT	LOCAL	25	310'	50'	33' F-F	URBAN	PUBLIC	CURB & GUTTER	5' BOTH SIDES
KIOWA BEND	LOCAL	25	1,790'	50'	33' F-F	URBAN	PUBLIC	CURB & GUTTER	5' BOTH SIDES
HATCREEK DRIVE	LOCAL	25	722'	50'	33' F-F	URBAN	PUBLIC	CURB & GUTTER	5' BOTH SIDES
CLOVER DRIVE	LOCAL	25	606'	50'	33' F-F	URBAN	PUBLIC	CURB & GUTTER	5' BOTH SIDES
CARR DRIVE	LOCAL	25	739'	50'	33' F-F	URBAN	PUBLIC	CURB & GUTTER	5' BOTH SIDES
CATTLE PASS	LOCAL	25	592'	50'	33' F-F	URBAN	PUBLIC	CURB & GUTTER	5' BOTH SIDES
FOUNDATION LANE	LOCAL	25	676'	50'	33' F-F	URBAN	PUBLIC	CURB & GUTTER	5' BOTH SIDES
GARY WAYNE DRIVE	LOCAL	25	1,292'	50'	33' F-F	URBAN	PUBLIC	CURB & GUTTER	5' BOTH SIDES
SHEEPDOG DRIVE	LOCAL	25	1,400'	50'	33' F-F	URBAN	PUBLIC	CURB & GUTTER	5' BOTH SIDES
SHEEPDOG COVE	LOCAL	25	214'	50'	33' F-F	URBAN	PUBLIC	CURB & GUTTER	5' BOTH SIDES
AUGUSTUS DRIVE	LOCAL	25	575'	50'	33' F-F	URBAN	PUBLIC	CURB & GUTTER	5' BOTH SIDES
RIGHTFIELD DRIVE	LOCAL	25	1,131'	50'	33' F-F	URBAN	PUBLIC	CURB & GUTTER	5' BOTH SIDES
NORTH RIVER WAY	LOCAL	25	712'	50'	33' F-F	URBAN	PUBLIC	CURB & GUTTER	5' BOTH SIDES
GREENBRUSH DRIVE	LOCAL	25	997'	50'	33' F-F	URBAN	PUBLIC	CURB & GUTTER	5' BOTH SIDES
TOPVIEW DRIVE	LOCAL	25	537'	50'	33' F-F	URBAN	PUBLIC	CURB & GUTTER	5' BOTH SIDES
LARIAT COURT	LOCAL	25	410'	50'	33' F-F	URBAN	PUBLIC	CURB & GUTTER	5' BOTH SIDES
DANIELSON STREET	LOCAL	25	149'	50'	33' F-F	URBAN	PUBLIC	CURB & GUTTER	5' BOTH SIDES

OWNERS:
RANDY ROLLO
RIVER OAKS LAND PARTNERS, LLC.
3100 COUNTY ROAD 214
LIBERTY HILL, TX 78642
EMAIL: RROLLO@RANDOLPHTEXAS.COM
PHONE: 512-750-0896

TEXAS LAND FUND NO. 6, LP.
3200 SOUTHWEST FREEWAY
SUITE 3000
HOUSTON, TX 77027

ENGINEER:
JOSEPH YAKLIN
BGE, INC.
101 WEST LOUIS HENNA BLVD,
SUITE 400
AUSTIN, TX 78728
EMAIL: JYAKLIN@BGEINC.COM
PHONE: 512-879-0400

SURVEYOR:
FOREST SURVEYING & MAPPING COMPANY
1002 ASH STREET
GEORGETOWN, TX 78626
512-930-5927

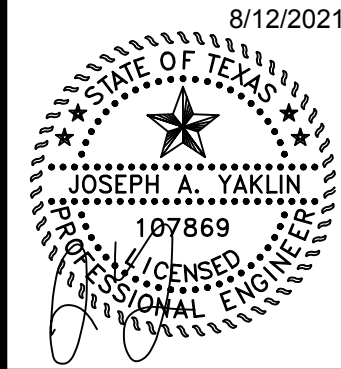
TOTAL NO. OF LOTS: 723
NO. OF BLOCKS: 23
NO. OF 40' LOTS: 366
NO. OF 45' LOTS: 68
NO. OF 50' LOTS: 172
NO. OF 60' LOTS: 88
NO. OF SINGLE FAMILY LOTS: 694
NO. OF OPEN SPACE LOTS: 29

TOTAL LINEAR FOOTAGE OF STREETS: 27,796 LF

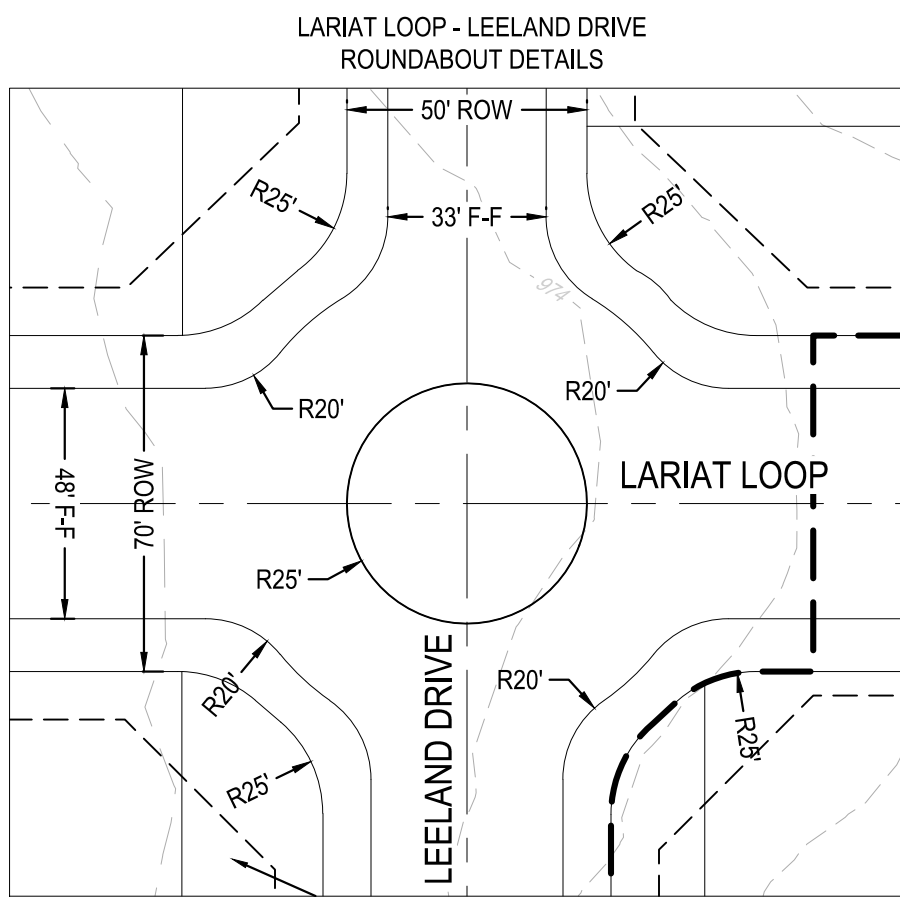
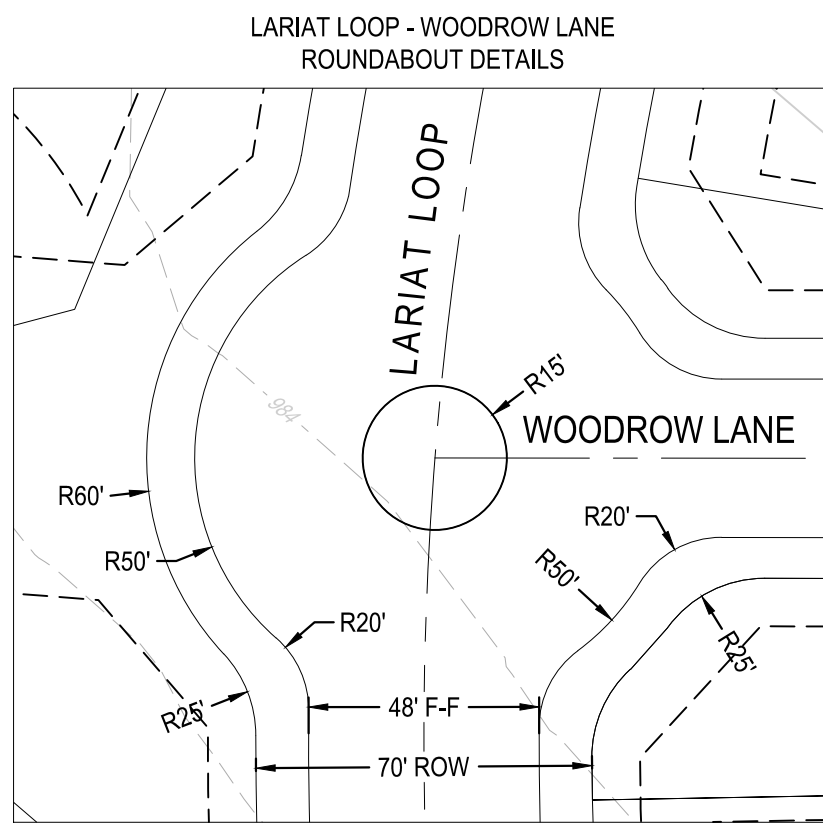
ACREAGE THIS PHASE : 159.42 ACRES
ACREAGE ENTIRE SUBDIVISION: 678.09 ACRES

ORIGINAL SUBMITTAL DATE: MAY 20, 2021

NORTHGATE RANCH PHASE 2 SECTIONS 6,7,8,9,10
WILLIAMSON COUNTY, TEXAS
OVERALL PROPERTY BOUNDARY



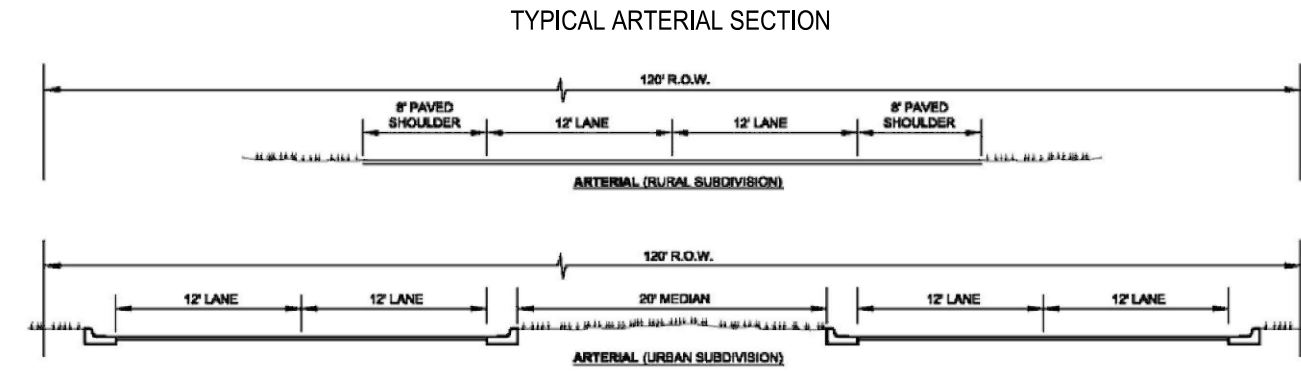
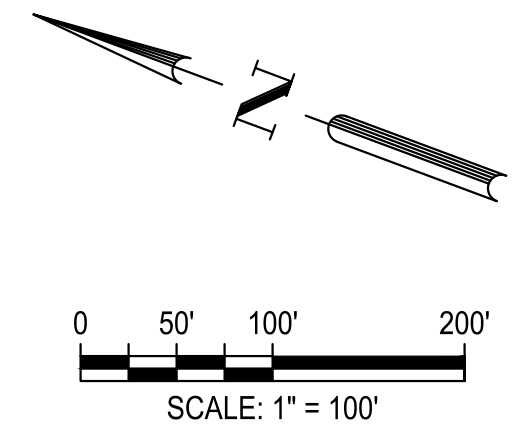
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NORTHGATE RANCH PHASE 2 SECTIONS 6,7,8,9,10

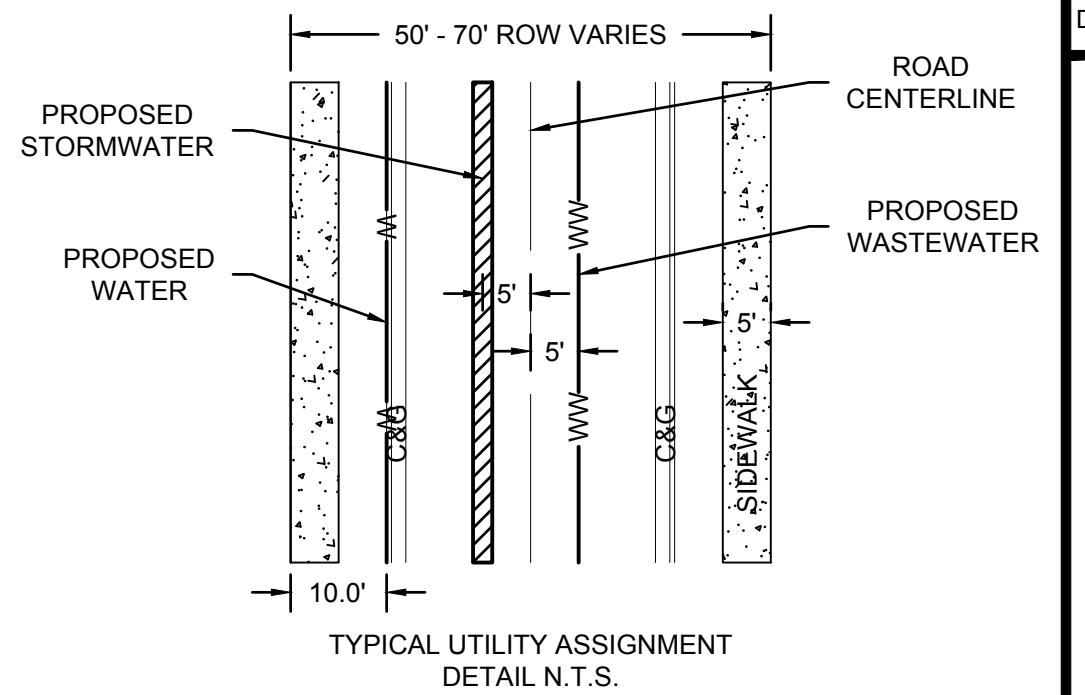
PRELIMINARY PLAT

WILLIAMSON COUNTY, TEXAS



LEGEND

- PROPERTY BOUNDARY
- MAJOR ELEV. CONTOUR
- MINOR ELEV. CONTOUR
- BUILDING SETBACK
- PROPOSED SIDEWALK
- 100-YR FLOODPLAIN PER FEMA
PANEL 48491C0235F DATED
DECEMBER 20, 2019
- 100-YR FLOODPLAIN PER STUDY
BY BGE, INC., MAY 2021
- SECTION BOUNDARY

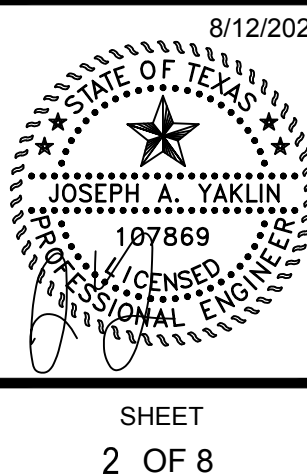


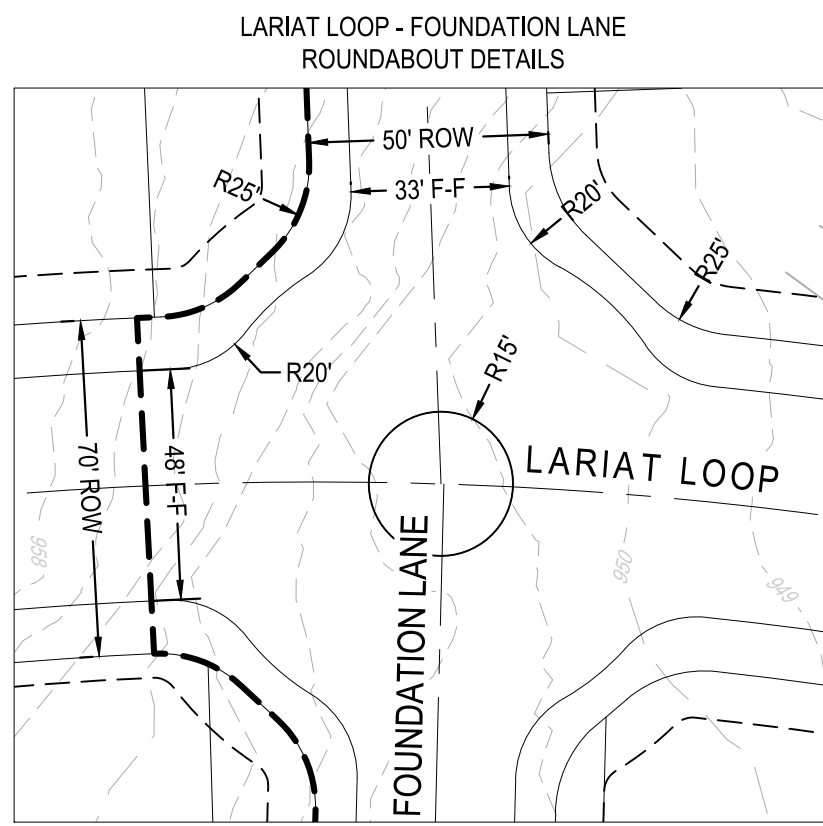
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LINE	LENGTH	DIRECTION	LINE	LENGTH	DIRECTION	LINE	LENGTH	DIRECTION
L1	84.581	N67° 04' 56.59"E	L19	397.412	N20° 23' 52.31"W	L44	71.350	N53° 23' 44.43"E
L2	779.976	N74° 58' 39.87"E	L20	313.910	N69° 36' 07.69"E	L45	475.501	N61° 55' 31.82"E
L3	158.776	N69° 36' 07.69"E	L21	66.645	N01° 43' 07.25"W	L46	1257.659	S28° 04' 28.18"E
L4	495.633	N22° 55' 03.41"W	L22	245.905	N20° 23' 52.31"W	L47	188.578	N20° 20' 36.80"W
L5	114.984	S69° 39' 23.20"W	L23	601.530	S28° 04' 28.18"E	L48	161.568	N20° 23' 52.31"W
L6	286.973	S69° 39' 23.20"W	L24	449.656	N69° 01' 18.14"E	L49	322.895	N20° 23' 52.31"W
L7	418.938	S69° 57' 44.39"E	L25	210.100	N61° 55' 31.82"E	L50	798.647	N69° 36' 07.69"E
L8	303.400	N69° 36' 07.69"E	L26	392.803	N28° 04' 28.18"W	L51	78.182	N61° 26' 15.14"W
L9	211.402	N23° 01' 11.60"W	L27	298.961	N38° 26' 00.54"E	L52	73.836	N29° 02' 15.61"E
L10	97.459	N15° 01' 20.13"W	L28	116.238	N34° 54' 07.59"E	L53	61.870	N04° 46' 26.12"E
L11	551.657	N74° 58' 39.87"E	L29	128.398	N00° 11' 55.30"E	L54	606.000	N19° 55' 53.87"W
L12	559.796	N20° 23' 52.31"W	L30	111.657	N22° 02' 26.66"E	L55	166.528	S69° 01' 18.14"W
L13	399.358	N69° 36' 07.69"E	L31	373.376	N20° 23' 52.31"W	L56	535.482	S61° 55' 31.82"W
L14	479.114	S69° 36' 07.69"W	L32	439.004	S69° 36' 07.69"W	L57	256.917	N60° 58' 19.80"E
L15	69.147	S50° 08' 19.43"W	L33	110.076	S55° 13' 51.62"W	L58	213.916	N60° 11' 55.30"E
L16	2193.550	N20° 23' 52.31"W	L34	574.527	N69° 36' 07.69"E	L59	448.256	N60° 27' 42.69"E
L17	613.910	N69° 36' 07.69"E	L35	1157.384	S28° 04' 28.18"E	L60	654.808	N59° 53' 03.89"E
L18	76.051	N34° 46' 40.75"W	L36	42.554	S66° 20' 56.94"E	L61	148.950	S69° 54' 10.53"W

Curve Table: Alignments					
CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD DIRECTION	CHORD DISTANCE
C1	7°53'43"	500.00'	68.90'	N71° 01' 48.23"E	68.85'
C2	5°22'32"	500.00'	46.91'	N72° 17' 23.78"E	46.89'
C3	92°31'11"	750.00'	1211.08'	N23° 20' 32.14"E	1083.72'
C4	49°26'08"	350.00'	301.98'	S85° 49' 48.35"E	292.70'
C5	52°03'27"	400.00'	363.43'	N03° 00' 32.01"E	351.06'
C6	7°59'51"	300.00'	41.88'	N19° 01' 15.86"W	41.84'
C7	19°27'48"	300.00'	101.91'	S59° 52' 13.56"W	101.42'
C8	14°22'48"	300.00'	75.29'	N27° 35' 16.53"W	75.10'
C9	90°00'00"	300.00'	471.24'	N24° 38' 07.69"E	424.26'
C10	18°40'45"	300.00'	97.80'	N11° 03' 29.78"W	97.37'
C11	82°19'24"	800.00'	1149.45'	S69° 14' 10.24"E	1053.10'
C12	7°05'46"	500.00'	61.93'	N65° 28' 24.98"E	61.89'
C13	82°19'24"	520.00'	747.14'	N69° 14' 10.24"W	684.51'
C14	25°17'48"	300.00'	132.45'	N47° 33' 01.44"E	131.38'
C15	42°26'19"	300.00'	222.21'	N00° 49' 17.17"E	217.16'
C16	14°22'16"	500.00'	125.41'	S62° 24' 59.65"W	125.08'
C17	38°16'29"	300.00'	200.41'	S47° 12' 42.56"E	196.70'
C18	8°31'47"	300.00'	44.65'	N57° 39' 38.13"E	44.62'
C19	61°07'38"	180.00'	192.04'	N50° 54' 25.97"W	183.08'
C20	22°45'20"	300.00'	119.24'	N31° 47' 02.45"W	118.45'
C21	25°10'18"	300.00'	131.80'	N07° 48' 43.09"W	130.74'
C22	8°37'48"	500.00'	75.31'	N65° 17' 13.74"E	75.24'
C23	7°05'46"	300.00'	37.16'	S65° 28' 24.98"W	37.13'
C24	41°11'31"	1176.50'	845.83'	N59° 51' 56.95"E	827.73'
C25	20°34'39"	2523.50'	906.30'	N70° 10' 23.29"E	901.44'

NORTHGATE RANCH PHASE 2 SECTIONS 6,7,8,9,10
WILLIAMSON COUNTY, TEXAS

PRELIMINARY PLAT (SHEET 1 OF 3)

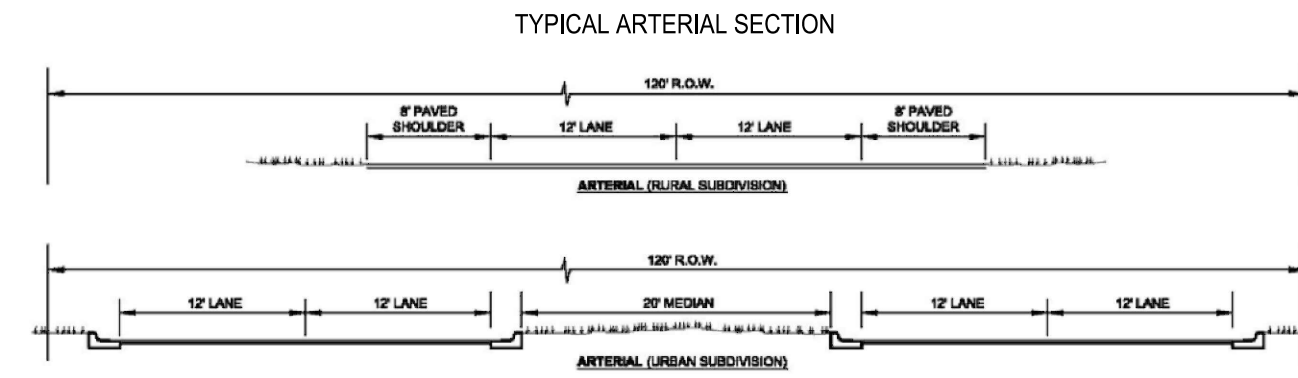




NORTHGATE RANCH PHASE 2 SECTIONS 6,7,8,9,10 PRELIMINARY PLAT

WILLIAMSON COUNTY, TEXAS

MATCH LINE TO SHEET 4



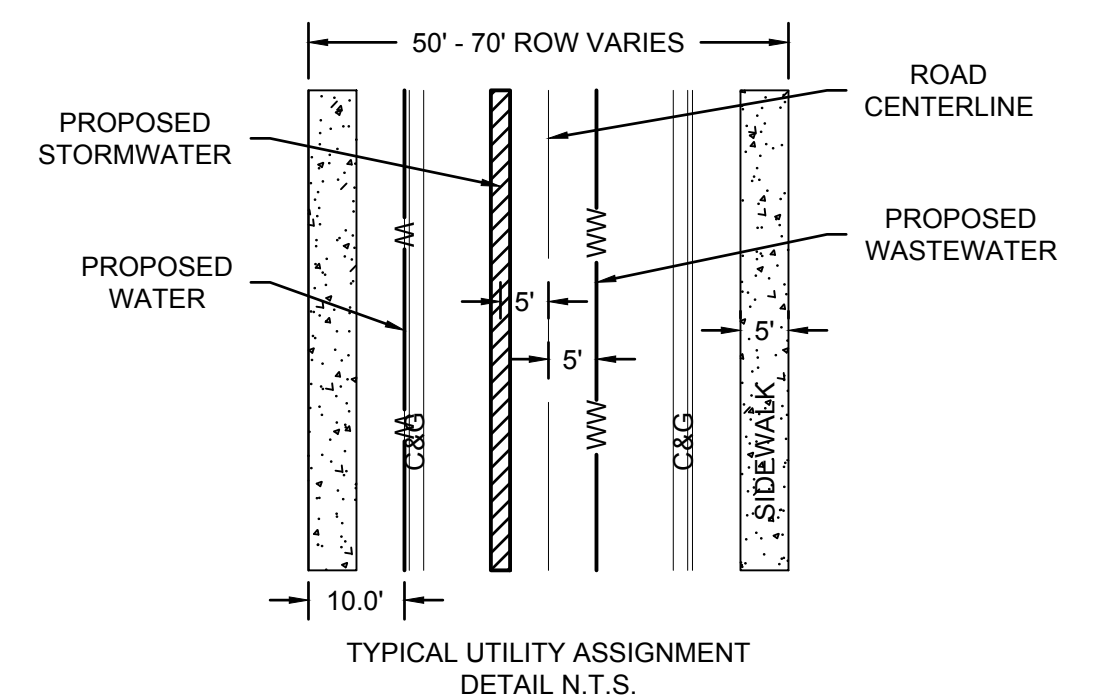
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SCALE: 1" = 100'

LEGEND

- PROPERTY BOUNDARY
- MAJOR ELEV. CONTOUR
- MINOR ELEV. CONTOUR
- BUILDING SETBACK
- PROPOSED SIDEWALK
- 100-YR FLOODPLAIN PER FEMA PANEL 48491C0235F DATED DECEMBER 20, 2019
- 100-YR FLOODPLAIN PER STUDY BY BGE, INC., MAY 2021
- SECTION BOUNDARY

Line Table: Alignments		Line Table: Alignments		Line Table: Alignments	
LINE	LENGTH	LINE	DIRECTION	LINE	DIRECTION
L1	84.581	L19	N20° 23' 52.31"W	L44	N61° 55' 31.82"E
L2	779.976	L20	N69° 30' 07.69"E	L45	475.501
L3	158.776	L21	N01° 43' 07.25"W	L46	1257.659
L4	495.633	L22	N20° 23' 52.31"W	L47	188.578
L5	114.984	L23	N28° 04' 28.18"E	L48	161.568
L6	298.973	L24	N69° 30' 07.69"E	L49	322.895
L7	418.938	L25	N61° 55' 31.82"E	L50	798.647
L8	303.400	L26	N28° 04' 28.18"E	L51	78.182
L9	211.402	L27	N38° 26' 00.54"E	L52	73.836
L10	97.459	L28	N34° 54' 07.59"E	L53	81.870
L11	551.657	L29	N60° 11' 55.30"E	L54	606.000
L12	559.796	L30	N22° 02' 26.06"E	L55	166.528
L13	399.358	L31	N20° 23' 52.31"W	L56	535.482
L14	479.114	L32	N69° 30' 07.69"E	L57	256.917
L15	69.147	L33	N55° 13' 51.62"W	L58	213.916
L16	2193.550	L34	N69° 30' 07.69"E	L59	448.256
L17	613.910	L35	N28° 04' 28.18"E	L60	654.808
L18	76.051	L36	N69° 30' 07.69"E	L61	148.950

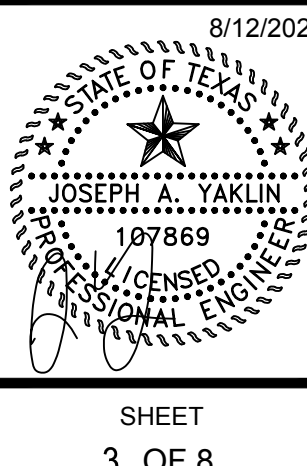
Curve Table: Alignments				
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C2	5°22'32"	500.00'	46.91'	73.78'
C3	92°31'11"	750.00'	1211.08'	1083.72'
C4	49°26'08"	350.00'	301.98'	292.70'
C5	52°03'27"	400.00'	363.43'	351.06'
C6	7°59'51"	300.00'	41.88'	67.18'
C7	19°27'48"	300.00'	101.91'	101.42'
C8	14°22'48"	300.00'	75.29'	75.10'
C9	90°00'00"	300.00'	471.24'	424.26'
C10	18°40'45"	300.00'	97.80'	97.37'
C11	82°19'24"	800.00'	1149.45'	1053.10'
C12	7°05'46"	500.00'	61.93'	61.89'
C13	82°19'24"	520.00'	747.14'	684.51'
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C15	42°26'19"	300.00'	222.21'	217.16'
C16	14°22'16"	500.00'	125.41'	125.08'
C17	38°16'29"	300.00'	200.41'	196.70'
C18	8°31'47"	300.00'	44.66'	44.62'
C19	61°07'38"	180.00'	192.04'	183.06'
C20	22°46'20"	300.00'	119.24'	118.45'
C21	25°10'18"	300.00'	131.80'	130.74'
C22	8°37'48"	500.00'	75.31'	75.24'
C23	7°05'46"	300.00'	37.16'	37.13'
C24	41°11'31"	1176.50'	845.83'	827.73'
C25	20°34'39"	2523.50'	906.30'	901.44'



G:\TXCProjects\Randolph Todd Col8712-00-Northgate_Pht.2 Prelim. Plat. Sec. 6-10\LD01_CADD01_Shts\8712-0-SP-PRM.dwg Layout: 3 PRELIMINARY PLAT (SHEET 2 OF 3) Plotted: 8/16/2021 11:30:35 AM

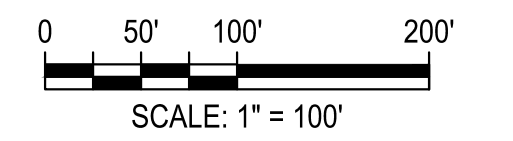
NORTHGATE RANCH PHASE 2 SECTIONS 6,7,8,9,10
WILLIAMSON COUNTY, TEXAS

PRELIMINARY PLAT (SHEET 2 OF 3)

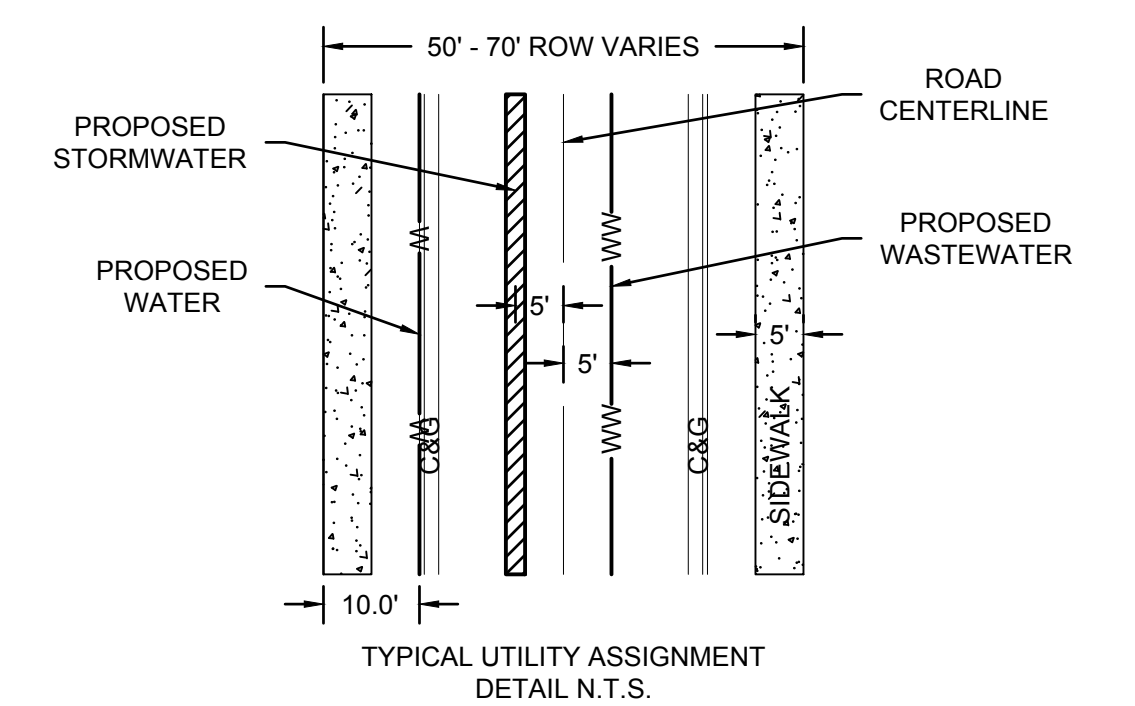
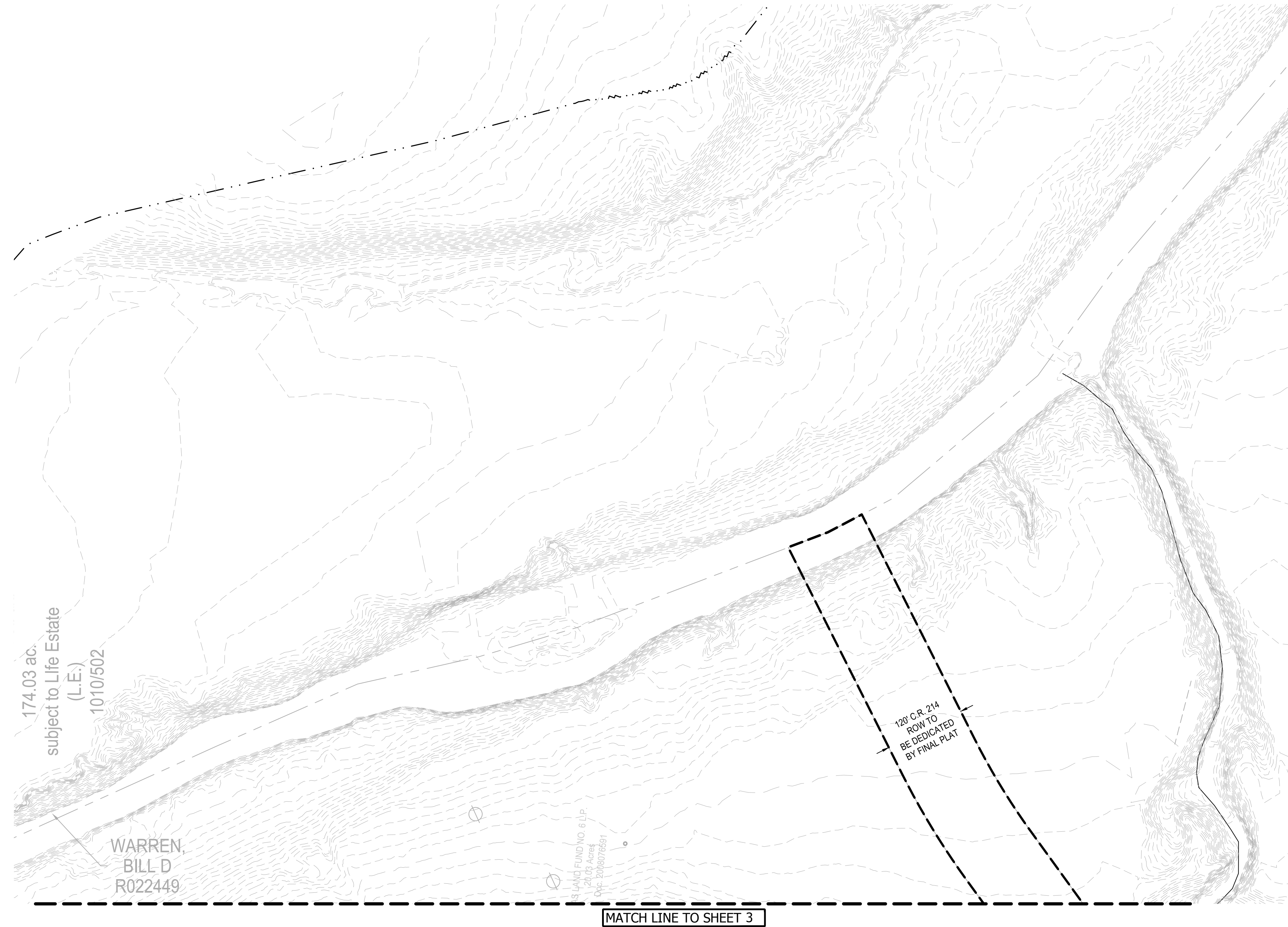


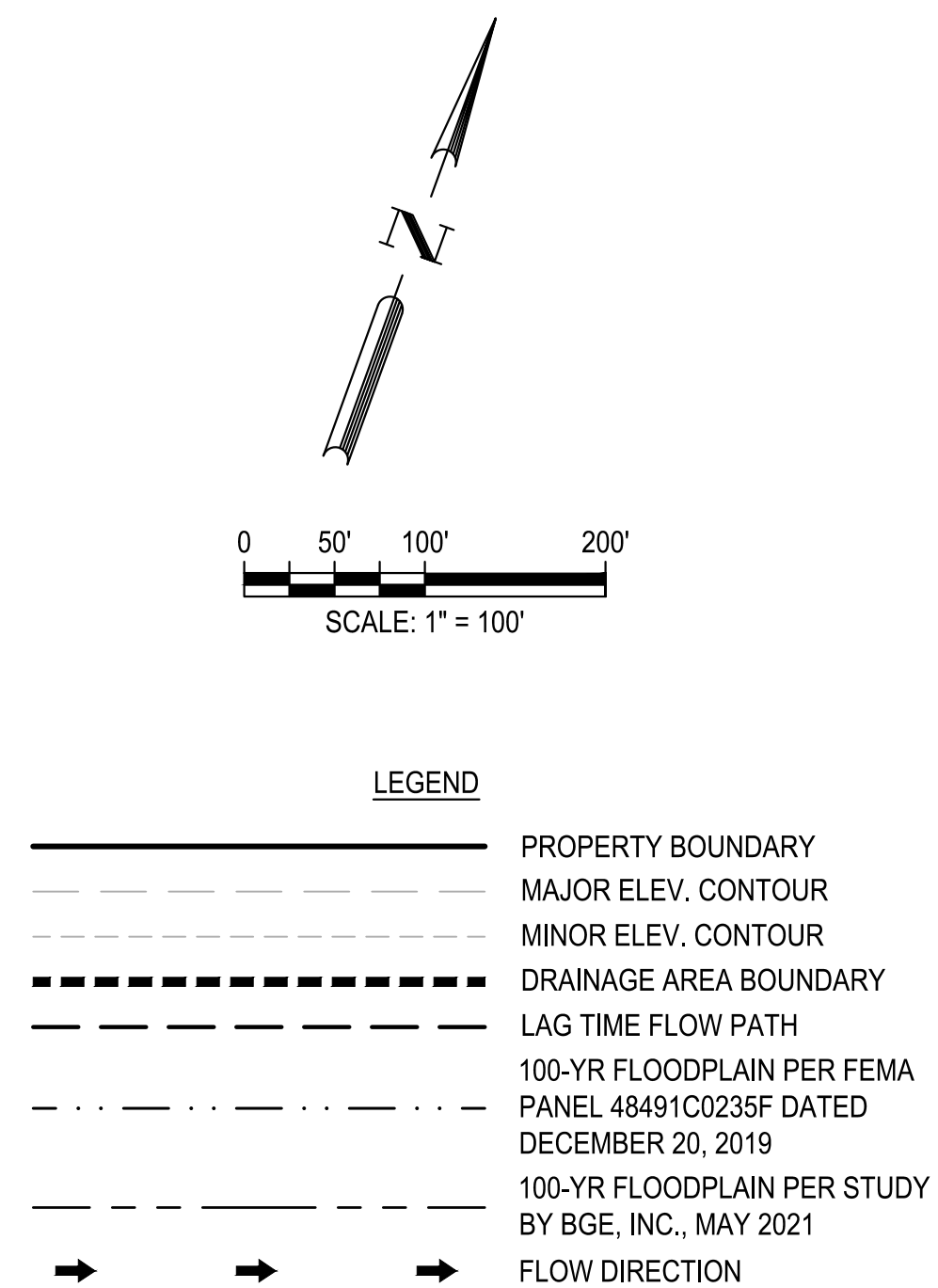
SHEET
3 OF 8

WILLIAMSON COUNTY, TEXAS

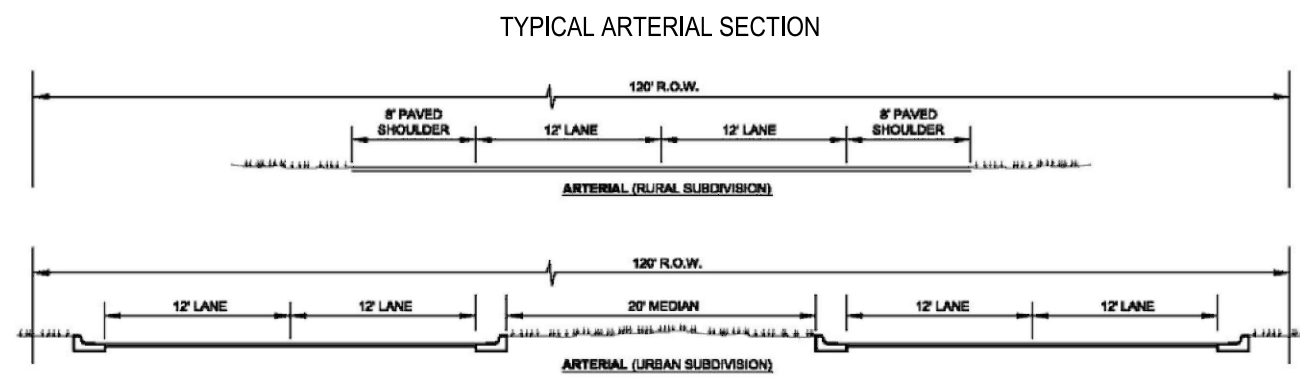


	PROPERTY BOUNDARY
	MAJOR ELEV. CONTOUR
	MINOR ELEV. CONTOUR
	BUILDING SETBACK
	PROPOSED SIDEWALK
	100-YR FLOODPLAIN PER FEMA PANEL 48491C0235F DATED DECEMBER 20, 2019
	100-YR FLOODPLAIN PER STUDY BY BGE, INC., MAY 2021
	SECTION BOUNDARY





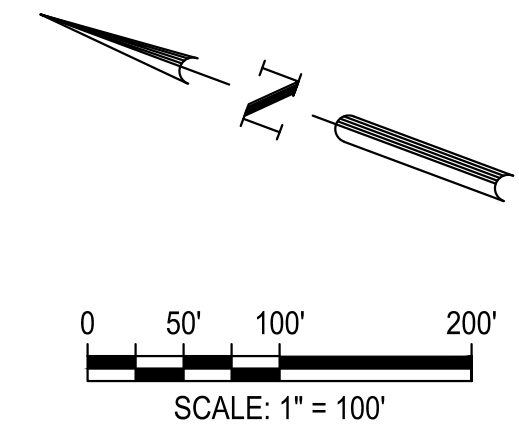
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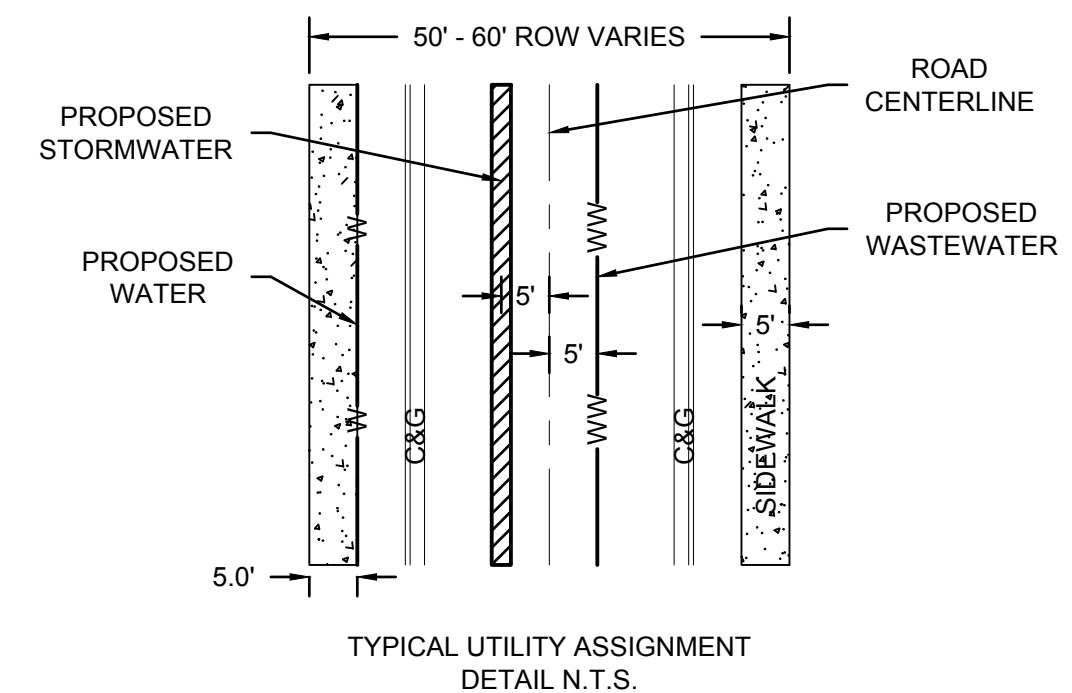
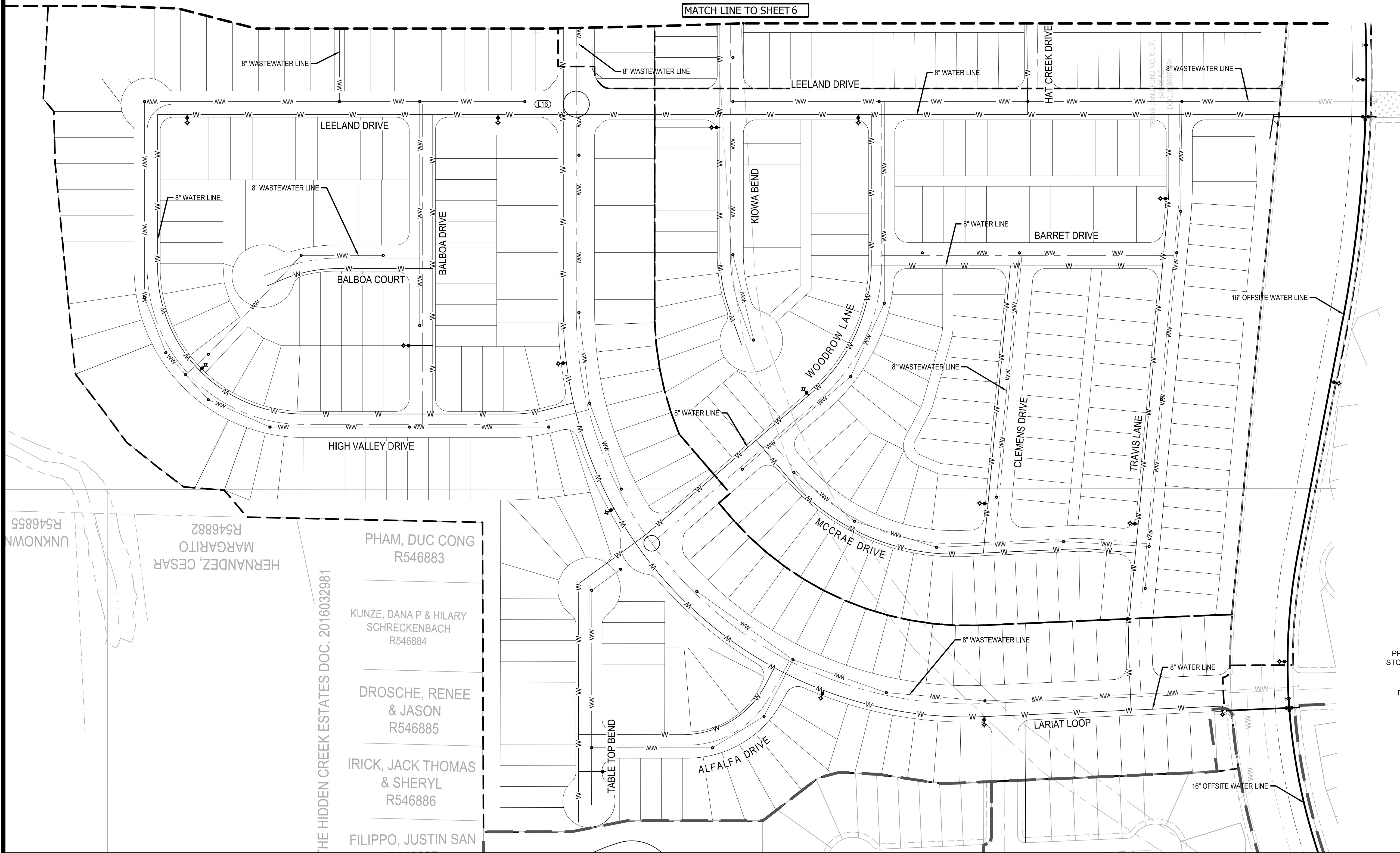
NORTHGATE RANCH PHASE 2 SECTIONS 6,7,8,9,10

PRELIMINARY PLAT

WILLIAMSON COUNTY, TEXAS



- LEGEND
- PROPERTY BOUNDARY
 - SECTION BOUNDARY
 - MAJOR ELEV. CONTOUR
 - MINOR ELEV. CONTOUR
 - BUILDING SETBACK
 - PROPOSED SIDEWALK
 - PROPOSED WASTEWATER
 - PROPOSED WATER
 - 100-YR FLOODPLAIN PER FEMA PANEL 48491C0235F DATED DECEMBER 20, 2019
 - 100-YR FLOODPLAIN PER STUDY BY BGE, INC., MARCH 9, 2017



DATE	REV	DESCRIPTION
APR		

DESIGNED BY:	TDM
REVIEWED BY:	JAY
DRAWN BY:	LCG

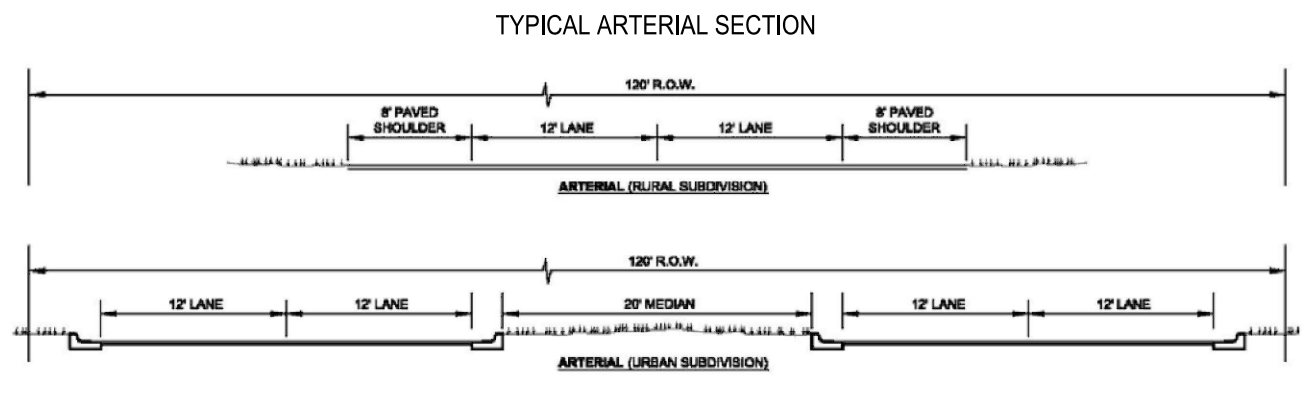
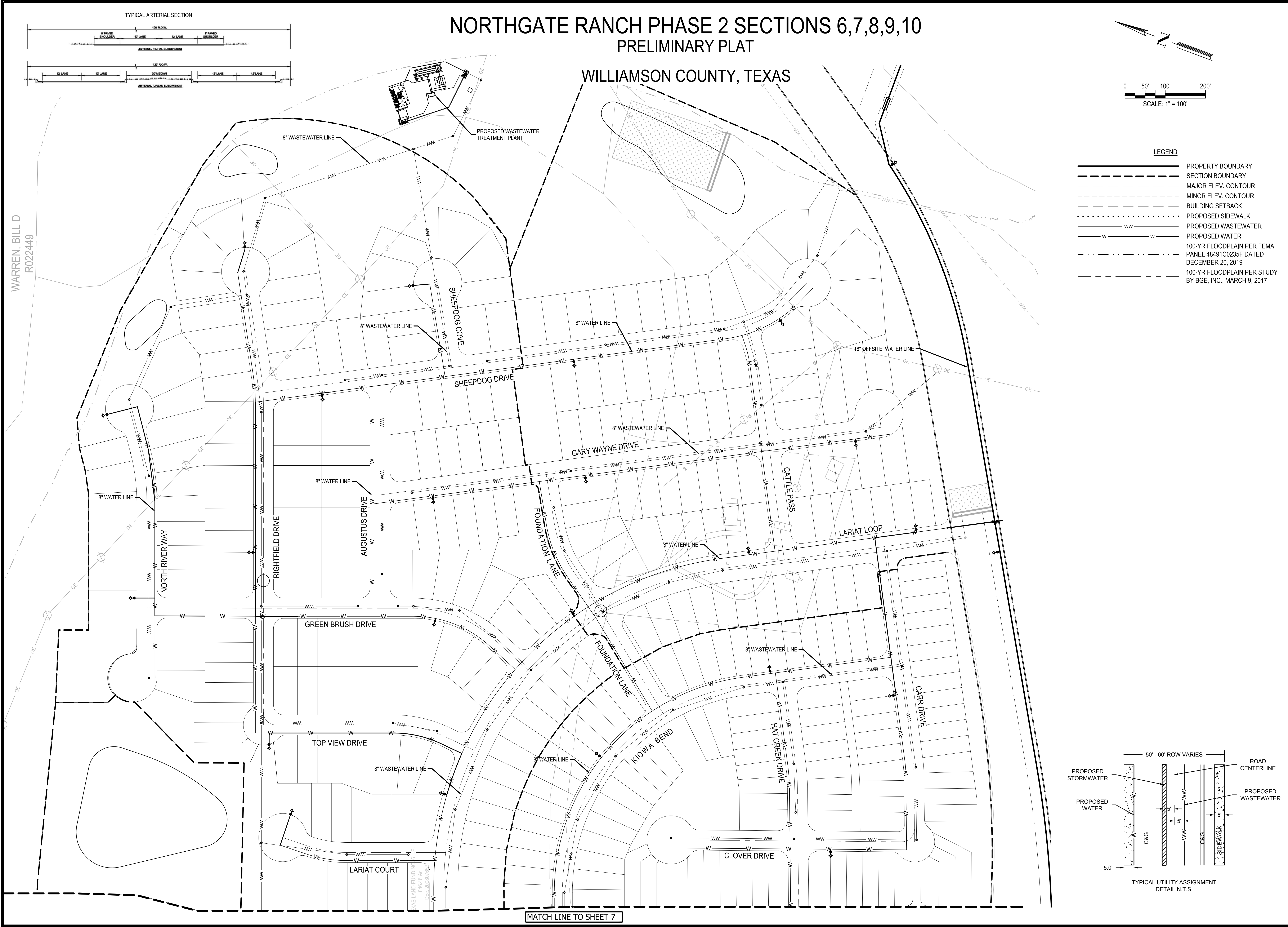
BGE, INC.
101 W. Louis Henna Blvd. Suite 400
AUSTIN, TX 78728
TYPE Registration No. F-1046
TEL. 512.675-0460 www.bgeinc.com

NORTHGATE RANCH PHASE 2 SECTIONS 6,7,8,9,10
WILLIAMSON COUNTY, TEXAS
PROPOSED UTILITIES (SHEET 1 OF 2)

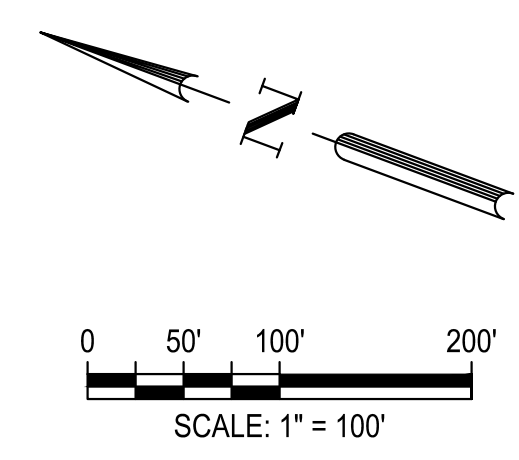
8/12/2021

SHEET
7 OF 8

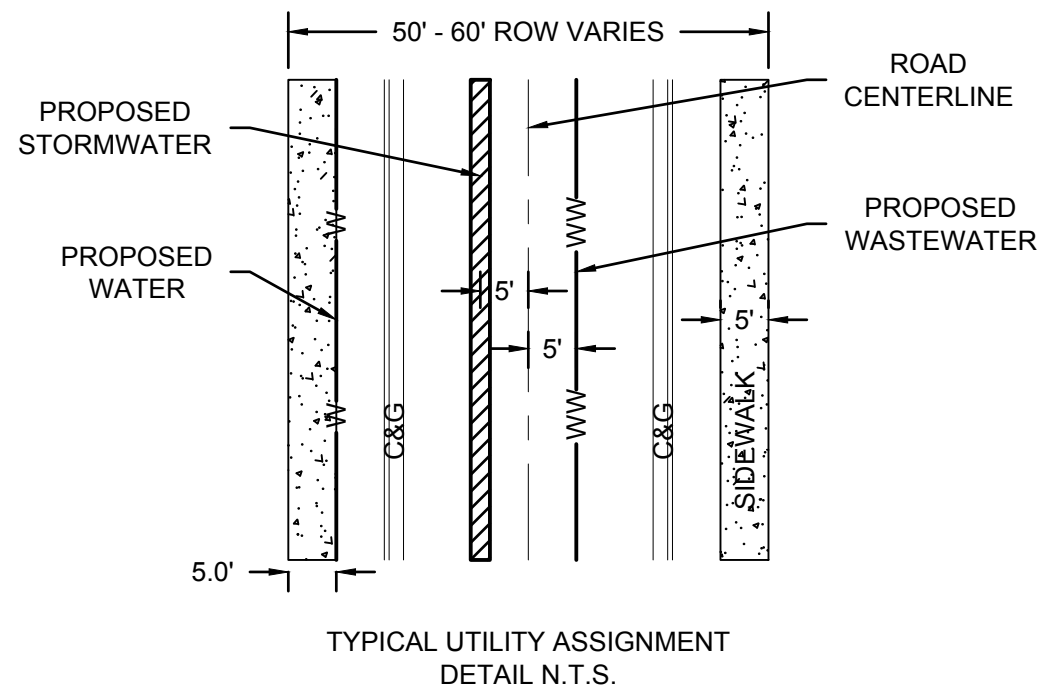
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MATCH LINE TO SHEET 7



- LEGEND
- PROPERTY BOUNDARY
 - SECTION BOUNDARY
 - MAJOR ELEV. CONTOUR
 - MINOR ELEV. CONTOUR
 - BUILDING SETBACK
 - PROPOSED SIDEWALK
 - PROPOSED WASTEWATER
 - PROPOSED WATER
 - 100-YR FLOODPLAIN PER FEMA PANEL 48491C0235F DATED DECEMBER 20, 2019
 - 100-YR FLOODPLAIN PER STUDY BY BGE, INC., MARCH 9, 2017



DATE	REV	DESCRIPTION
APR		

DESIGNED BY: TDM

REVIEWED BY: JAY

DRAWN BY: LCG

BGE

BGE, INC.
101 W. Louis Henna Blvd. Suite 400
AUSTIN, TX 78728
TYPE Registration No. F-1646
TEL 512.675-0460 www.bgeinc.com

NORTHGATE RANCH PHASE 2 SECTIONS 6,7,8,9,10
WILLIAMSON COUNTY, TEXAS

PROPOSED UTILITIES (SHEET 2 OF 2)

8/12/2021

STATE OF TEXAS
JOSEPH A. YAKLIN
107869
Professional Engineer

SHEET
8 OF 8

Commissioners Court - Regular Session**34.****Meeting Date:** 08/24/2021

WCCHD Board Member Replacement

Submitted For: Bill Gravell**Submitted By:** Hal Hawes, County Judge**Department:** County Judge**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action to replace Andrea Schiele with Ed Tydings to serve as a Director on the Williamson County Board of Health for the Williamson County & Cities Health Department (WCCHD).

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Hal Hawes

Final Approval Date: 08/19/2021

Reviewed By

Becky Pruitt

Date

08/19/2021 08:41 AM

Started On: 08/18/2021 02:44 PM

Commissioners Court - Regular Session**35.****Meeting Date:** 08/24/2021

Crisis Center Substantial Amendment

Submitted By: Sally Bardwell, HUD Grants**Department:** HUD Grants**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss and take appropriate action to amend the 2020 Community Development Block Grant Annual Action Plan by reallocating \$22,134 from Hope Alliance/Crisis Center Shelter Rehab to Hope Alliance/Crisis Center counseling services for victims of family or sexual violence.

Background

Hope Alliance has requested the reallocation of \$22,134. Funding was originally awarded for shelter rehab. However, the need has shifted to counseling services for victims of family or sexual violence.

Approving this request will trigger a substantial amendment to the Annual Action Plan which will require a 30-day public comment period.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Sally Bardwell

Final Approval Date: 08/19/2021

Reviewed By

Becky Pruitt

Date

08/19/2021 08:46 AM

Started On: 08/18/2021 02:34 PM

Commissioners Court - Regular Session**36.****Meeting Date:** 08/24/2021

Park Donations BA Rev 08.24.21

Submitted For: Melanie Denny**Submitted By:** Melanie Denny, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenues for Park Donations.

Background

Donations include monies for general donations and firewood from various patrons.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.367403	Park Donations	\$227.00

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Melanie Denny

Final Approval Date: 08/17/2021

Reviewed By

Becky Pruitt

Date

08/17/2021 03:39 PM

Started On: 08/17/2021 11:23 AM

Commissioners Court - Regular Session**37.****Meeting Date:** 08/24/2021

Park Donations BA Exp 08.24.21

Submitted For: Melanie Denny**Submitted By:** Melanie Denny, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for Park Donations.

Background

Donations include monies for general donations and firewood from various patrons.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0510.003670	Use of Donations	\$227.00

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Melanie Denny

Final Approval Date: 08/17/2021

Reviewed By

Becky Pruitt

Date

08/17/2021 03:39 PM

Started On: 08/17/2021 11:23 AM

Commissioners Court - Regular Session**38.****Meeting Date:** 08/24/2021

Radio Communication System (RCS) Budget Amendment 8.24.21

Submitted By: Pam Navarrette, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on an order declaring an emergency and grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge the additional expenditures for the Radio Communication System (RCS).

Background

To recognize insurance proceeds and the associate expenditures related to damaged towers due to the winter weather storm in February 2021.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0507.0507.004545	Tower Maintenance	\$13,920.25

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Pam Navarrette

Final Approval Date: 08/19/2021

Reviewed By

Becky Pruitt

Date

08/19/2021 11:39 AM

Started On: 08/17/2021 03:17 PM

Commissioners Court - Regular Session**39.****Meeting Date:** 08/24/2021

Radio Communication System (RCS) Budget Amendment 8.24.21

Submitted By: Pam Navarrette, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to an unforeseeable circumstance and approve a budget amendment to acknowledge additional revenues for Radio Communication System (RCS).

Background

The budget amendment recognizes insurance proceeds for repairs to damaged towers due to the winter weather storm in February 2021.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.364100	Insurance Proceeds	\$13,920.25

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Pam Navarrette

Final Approval Date: 08/19/2021

Reviewed By

Becky Pruitt

Date

08/19/2021 11:34 AM

Started On: 08/17/2021 03:23 PM

Commissioners Court - Regular Session**40.****Meeting Date:** 08/24/2021

retention

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 adding salary dollars for retention to several Court Administrators, including but not limited to, the 425th District Court, the 26th District Court, the 368th District Court, County Court at Law #2 and County Court at Law #3.

Background

The request is for retention dollars for several of the Court Administrators at the Justice Center. Retention dollars could be added to the salaries for the FY22 budget or I can place an item and public hearing back on the agenda for a later date. The request is being made on behalf of several District and County Court at Law Judges due to a recent policy change in December 2020 and/or career ladder movement regarding Court Administrators.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Human Resources (Originator)

Form Started By: Rebecca Clemons

Final Approval Date: 08/11/2021

Reviewed By

Becky Pruitt

Rebecca Clemons

Date

08/09/2021 12:19 PM

08/11/2021 11:21 AM

Started On: 08/09/2021 11:11 AM

Commissioners Court - Regular Session**41.****Meeting Date:** 08/24/2021

Upper Forty Economic Development

Submitted For: Cynthia Long**Submitted By:** Kathy Pierce,
Commissioner
Pct. #2**Department:** Commissioner Pct. #2**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on Chapter 381 Economic Development Program and Agreement between Williamson Couty and Upper Forty, LLC.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Chapter 381 Agreement

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Kathy Pierce

Final Approval Date: 08/19/2021

Reviewed By

Becky Pruitt

Date

08/19/2021 11:15 AM

Started On: 08/19/2021 10:38 AM

**WILLIAMSON COUNTY AND DEVELOPMENT 2000, INC.
CHAPTER 381 ECONOMIC DEVELOPMENT
PROGRAM AND AGREEMENT**

This **CHAPTER 381 ECONOMIC DEVELOPMENT PROGRAM AND AGREEMENT** (this "**Agreement**") is made and entered into by and between **WILLIAMSON COUNTY** (hereinafter referred to as "**County**"), a Texas political subdivision, and **UPPER FORTY, LLC**, a Texas limited liability company ("**Upper Forty**"), duly authorized to do business in the State of Texas, (hereafter may be collectively referred to as "**OWNER**"), as of the 13th day of AUGUST, 2021 (the "**Effective Date**") for the purposes and considerations stated below:

WHEREAS, the Upper Forty owned one tract of land, being approximately 40 acres of property located Williamson County, Texas, being more particularly described in **Exhibit A** attached hereto and incorporated herein for all purposes (the "Tract A"); and

WHEREAS, Tract A is under contract for sale to CMHH Heritage, LLC (the "COMPANY"), which intends to construct the Facilities and locate and operate a cutlery manufacturing, distribution, and retail facility (the "Business") on Tract A; and

WHEREAS, the County desires to provide certain Chapter 381 reimbursements to Owner in exchange for Owner's construction of certain Road Improvements, as described herein, to facilitate the development of Tract One; and

WHEREAS, the Chapter 381 reimbursements are conditioned upon the construction of the Road improvements; but also the location of a new company on Tract A and based on the conditions stated herein; and

WHEREAS, the County has the authority under Chapter 381 to make loans or grants of public funds for the purposes of promoting local economic development and stimulating business and commercial activity within the County; and

WHEREAS, the County determines that the grants as specified herein to Owner will serve the public purpose of promoting local economic development and enhancing business and commercial activity within the County; and

WHEREAS, over a period of years, the Owner intends to expend at least \$1,000,000 for the construction of the Road Improvements; and

WHEREAS, the County has concluded and hereby finds that this Agreement clearly promotes economic development in the County by furthering the transportation needs of the County and, as such, meets the requisites under Chapter 381 of the Texas Local Government Code and further, is in the best interests of the County.

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

SECTION 1. TERM.

The "**Term**" of this Agreement shall be for ten (10) full tax years commencing on the first full tax year following the issuance of a Certificate of Occupation by the City for a 300,000 square foot

building constructed by the Company on Tract A, or until Owner is reimbursed for the final actual cost of the Road Improvements by the City of Leander and County, whichever occurs earliest.

SECTION 2. DEFINITIONS.

The following words shall have the following meanings when used in this Agreement.

(a) Ad Valorem Taxes. The words "**Ad Valorem Taxes**" shall mean all those real property ad valorem taxes which are required to be paid to the County based on the assessed value of the property described as Tract One. Ad Valorem Taxes include those taxes paid into the County Operation and Maintenance Fund, but specifically excludes the payment into the County Road and Bridge Fund and the County Debt Fund.

(b) Agreement. The word "**Agreement**" means this Chapter 381 Economic Development Program and Agreement, together with all exhibits and schedules attached to this Agreement from time to time, if any.

(c) City. The word City shall mean the city of Leander, Texas.

(d) County. The word "**County**" means Williamson County, Texas. For purposes of this Agreement, including the address for sending notice, County's address is 710 Main Street, Suite 101, Georgetown, TX 78626.

(e) Grant. The word "**Grant**" means a payment to Owner under the terms of this Agreement computed with reference to the Ad Valorem Taxes paid to the County by the Owner, and payable from the County's Operation and Maintenance Fund in the amount set forth in Section 4 below.

(f) Grant Submittal Package. The words "**Grant Submittal Package**" mean the documentation required to be supplied to County as further described in Section 3 below as a condition of receipt of any Grant.

(g) Owner. The word "**Owner**" means **UPPER FORTY, LLC**, a Texas limited liability company. For the purposes of this Agreement, including the address for sending notice, Owner's address is _____.

(h) Program. The word "**Program**" refers to the adoption of this Economic Development Program as called for in Section 381.004 of the Texas Local Government Code.

(i) Project. The word "**Project**" shall have the meaning described in the Recitals above.

(j) Property. The word "**Property**" means all of that real property and improvements, and personal property described in the Recitals of this Agreement.

(k) Purpose. The word "**Purpose**" shall have the meaning described in the Recitals above.

(l) Term. The word "**Term**" means the term of this Agreement set forth in Section 1 above.

(m) WCAD. The term "**WCAD**" refers to the Williamson County Central Appraisal District.

SECTION 3. OBLIGATIONS OF OWNER.

During the Term, Owner shall comply with the following terms and conditions:

(a) In consideration of the County entering into this Agreement, Owner will expend an estimated amount of \$1,600,000 for the construction of a Roadway Improvement at the location shown on Exhibit B, in accordance with the details attached hereto.

(b) Owner shall dedicate to the County, free and clear of all liens, all right-of-way needed by the County for the Roadway. Owner agrees that the Roadway will be competitively bid pursuant to the Texas Competitive Bidding Act

(c) In addition to the construction of the Roadway, Owner understands that any Chapter 381 reimbursements are specifically conditioned upon the Company locating on Tract A and receiving a Certificate of Occupancy from the City for the construction of a 300,000 square foot building on Tract A.

~~(d) On or before the 1st day of March of each calendar year during the Term,~~
Owner agrees to submit a Grant Submittal Package to County as follows:

~~(i) Evidence reasonably acceptable to County that Company has paid by January 31st of each year all Ad Valorem Taxes due for the previous tax year.~~

~~(ii) Unless otherwise agreed by County and Owner, each Grant Submittal Package shall be in a form as reasonably approved by the County and delivered to Owner upon execution of this Agreement. If Owner fails to timely submit a Grant Submittal Package for a particular year, then County shall give Owner written notice of Owner's failure to timely submit such Grant Submittal Package, and Owner shall have thirty (30) calendar days calculated from the date on which such written notice is given in which to submit such Grant Submittal Package.~~

SECTION 4. OBLIGATIONS OF COUNTY.

During the Ten-Year Term and so long as an Event of Default has not occurred and is continuing as set forth in this Agreement (provided, however, an Event of Default hereunder shall not be deemed to have occurred until after the expiration of the applicable notice and cure periods as set forth herein), County will comply with the following terms and conditions:

(a) For each tax year during the Term and beginning in the first tax year of the Term, a Grant in an amount equal to 50% of the Ad Valorem Taxes paid by the Company or its successors against the property described as Tract One herein shall be reimbursed by County to Owner on an annual basis upon Owner's satisfaction of the requirements of this Agreement. County agrees to process any Grant to be paid to Owner within sixty (60) days after the date of approval by County of the Grant Submittal Package.

(b) The above-described Grant shall be paid throughout the Term so long as there is full compliance with the terms and condition of this Agreement. Upon final payment of the Grant, this Agreement shall terminate, and neither County nor Owner shall have any further obligations hereunder. All future Ad Valorem Taxes thereafter required to be paid by Owner to County shall be retained in full by County, as such may be determined subject to any of Owner's rights to challenge or reduce such Ad Valorem Taxes as may exist at such time, or from time to time thereafter. The parties hereby agree that the maximum reimbursement amount shall be \$1,600,000, or the actual cost of the Road Improvement, whichever is less. Once Owner has been paid this amount, this Agreement shall terminate automatically, even if the full ten-year term is unexpired. Notwithstanding anything contained herein to the contrary, the Chapter 381 Grants paid by the County under this Agreement combined with the 380 Grant paid by the City shall not exceed the actual cost to design and construct the Road Improvements.

(c) Owner agrees that it is the sole obligation of Owner to present satisfactory evidence to County that Company has paid all due and owing Ad Valorem Taxes to County. If for any reason, the County is unable to verify that the Ad Valorem Taxes were paid to County by the Company on the Property, County is under no obligation to tender the Grant to Owner. County's determination as to the payment of the Grant to Owner is final.

SECTION 5. EVENTS OF DEFAULT; TERMINATION WITH DEFAULT

Each of the following shall constitute an event of default under this Agreement ("**Event of Default**"):

(a) Failure to materially comply with any terms and conditions of this Agreement. County shall notify Owner in writing of such Event of Default. Owner shall have ninety (90) days after receipt of such notice to cure the Event of Default, and failure to do so may result in the termination of this Agreement by County sending written notice thereof to Owner that County's and Owner's obligations hereunder shall end mutually as of the date of such notice (unless otherwise set forth herein).

(b) The dissolution or termination of Company's existence as an active business or concern, Company's insolvency, appointment of receiver for any part of Company's assets, any assignment of all or substantially all of the assets of Company for the benefit of creditors of Company, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Company unless, in the case of involuntary proceedings, such proceedings are discharged within sixty (60) days after filing.

(c) The failure of the Company to pay Ad Valorem taxes required to be paid to the County on Tract A or the failure of the Owner to pay Ad Valorem Taxes it owes the County on Tract B. Any reimbursements as described herein will be withheld in the event any party protests their Ad Valorem Tax value with the Williamson County Appraisal District.

(d) The failure of County to pay all or any portion of a Grant to Owner when due and owing under the terms of the Agreement. Owner shall notify County in writing of such Event of Default. County shall have thirty (30) days after receipt of such notice to cure the Event of Default and failure to do so may result in the termination of this Agreement by Owner sending written notice thereof to County that Owner's and County's obligations hereunder shall end mutually as of the date of such notice (unless otherwise set forth herein); provided, however that Owner may pursue such remedies available to it by law or equity, including, specific performance.

SECTION 6. TERMINATION OF AGREEMENT BY COUNTY WITHOUT DEFAULT.

County may terminate this Agreement without an Event of Default, effective immediately, if any state or federal statute, regulation, case law, or other law renders this Agreement ineffectual, impractical or illegal, including any case law holding that Chapter 381 Economic Development Agreement grants, such as the Grant included in this Agreement, are deemed to be unconstitutional debt.

SECTION 7. GRANT RECAPTURE.

In the event of an Event of Default by Owner which is not cured within the time periods set forth in Section 5 or in the otherwise additional time allowed by County as Owner's total cure period, and upon termination by County of this Agreement as set forth above, County may recapture and collect from Owner the amount(s) of Grants already paid by County to Owner for each year directly preceding the date of the notice of default. Owner shall pay to County the foregoing amount(s) within thirty (30) days after the County makes written demand for same. No further Grants shall then be payable to Owner and this Agreement shall be of no further force or effect.

In addition to other available remedies under law and equity, the County shall have all remedies for the collection of the amount(s) of the Grants as provided generally in the Texas Tax Code for the collection of delinquent Ad Valorem Taxes.

SECTION 8. MISCELLANEOUS PROVISIONS.

The following miscellaneous provisions are a part of this Agreement:

(a) Amendments. This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

(b) Applicable Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas. Venue for any action arising under this Agreement shall lie in the state district courts of Williamson County, Texas.

(c) Assignment. Owner understands and agrees that the County expressly prohibits Owner from selling, transferring, assigning or conveying in any way any rights to receive the Grant without the County's prior written consent.

(d) Binding Obligation. This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. County warrants and represents that the individual executing this Agreement on behalf of County has full authority to execute this

Agreement and bind County to the same. Owner warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind it to the same.

(e) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.

(f) Execution of Agreement. The Commissioners Court shall authorize the County Judge to execute this Agreement on behalf of County.

(g) Force Majeure. It is expressly understood and agreed by the parties to this Agreement that if the performance of any obligations hereunder is delayed by reason of war, civil commotion, acts of God, inclement weather, fire or other casualty, or court injunction, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or requirement shall be extended for a period of time equal to the period such party was delayed.

(h) Notices. All notices required to be given under this Agreement shall be given in writing and shall be effective when actually delivered or when deposited in the United States mail, first class, postage prepaid, addressed to the party to whom the notice is to be given at the addresses shown above in Section 2. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, each party agrees to keep the other informed at all times of its current address.

(i) Severability. In the event any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, the Agreement shall, to the extent reasonably possible, remain in force as to the balance of its provisions as if such invalid provision were not a part hereof.

(j) Sovereign Immunity. Except as such waiver may otherwise be specifically provided for to the contrary under Texas statutes or controlling case law, no party hereto waives any statutory or common law right to sovereign immunity by virtue of its execution hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

(Signatures on the following pages)

OWNER:

UPPER FORTY, LLC, a Texas limited liability company

BY:



COUNTY:

COUNTY OF WILLIAMSON, TEXAS

By:

Bill Gravell, Jr., County Judge

Attest:

By:

Nancy Rister, County Clerk

EXHIBIT A DESCRIPTION OF THE LAND

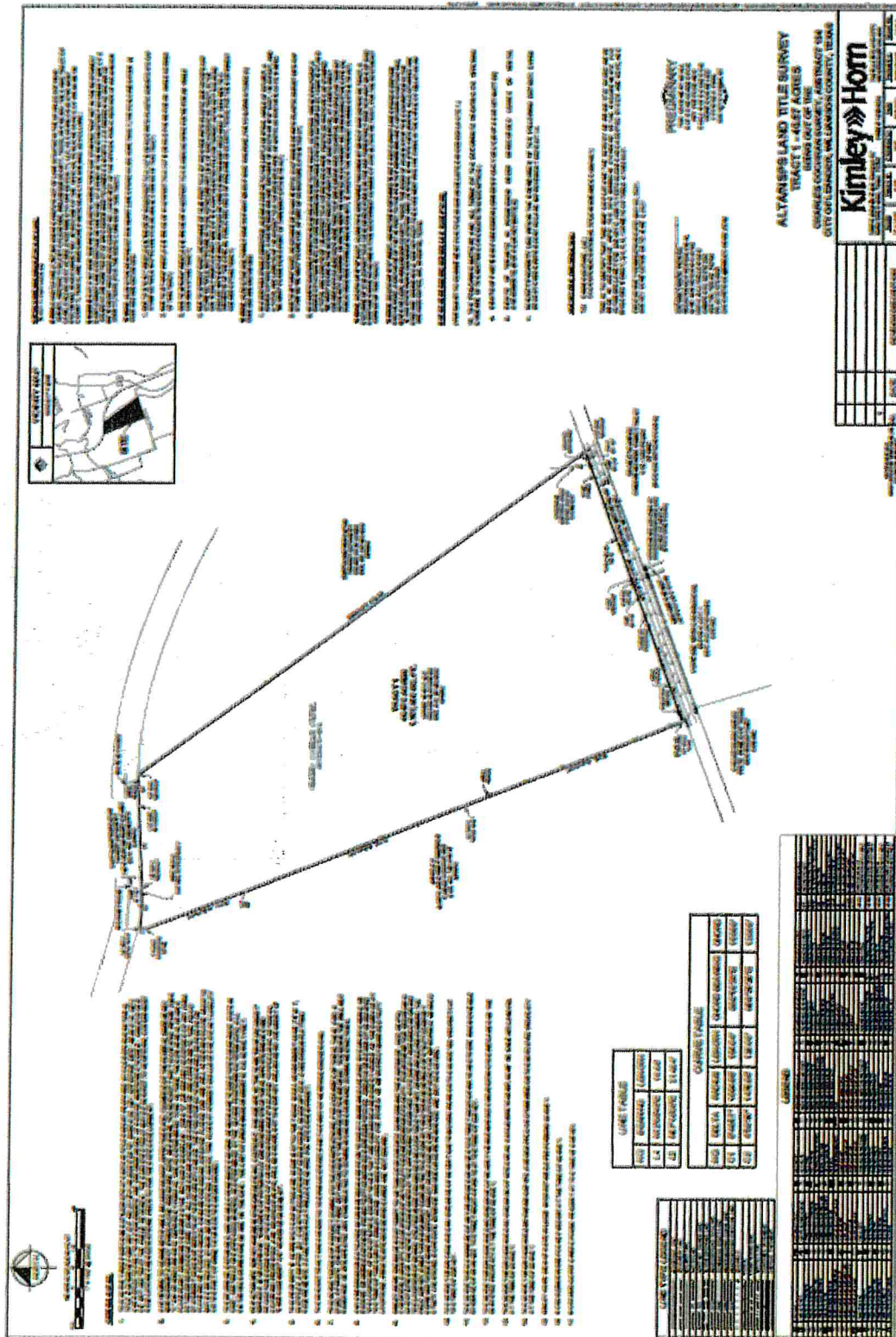
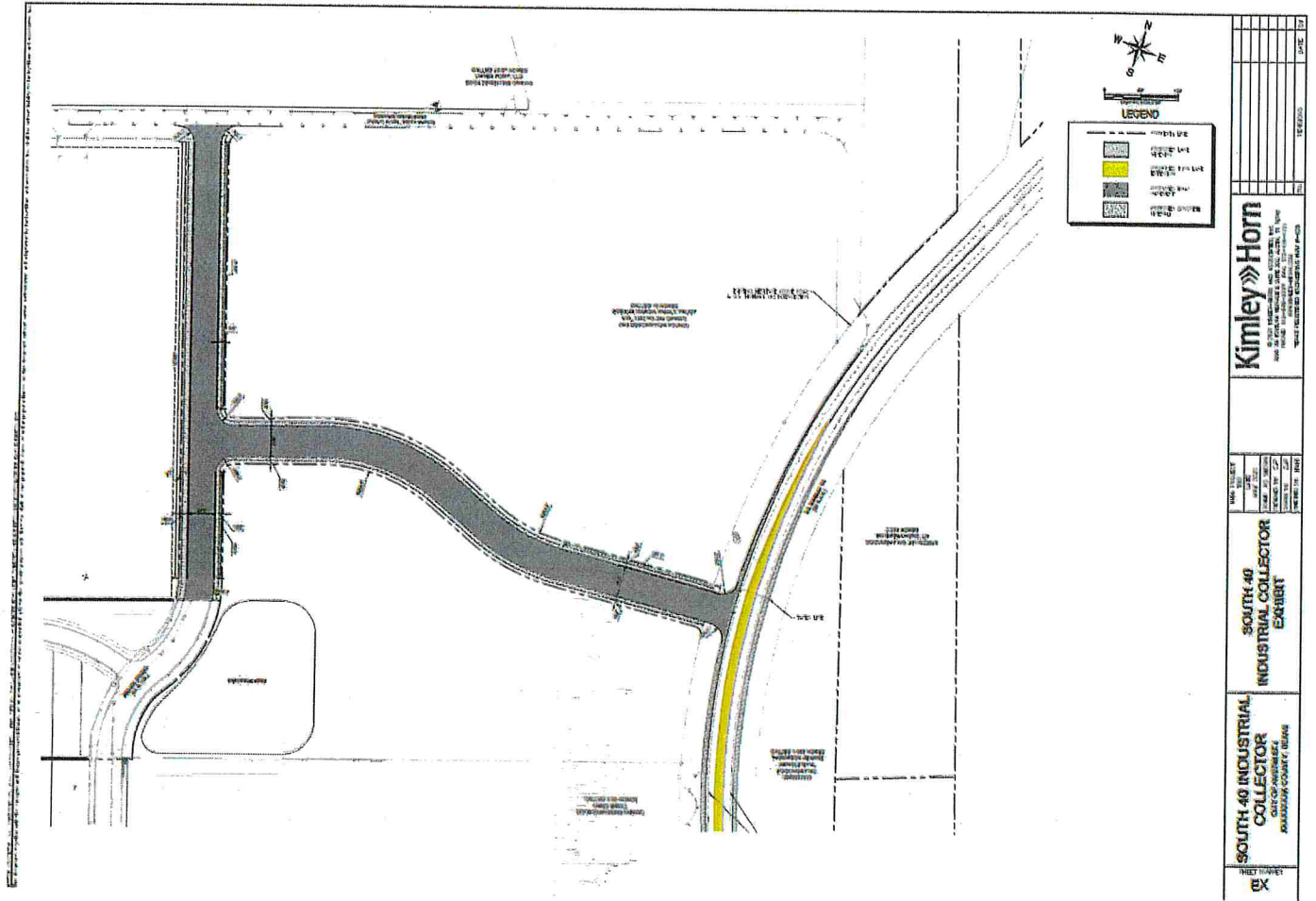


EXHIBIT B **Roadway Improvement Preliminary Design**



Commissioners Court - Regular Session**42.****Meeting Date:** 08/24/2021

SAVNS Maintenance Grant Contract FY'22

Submitted For: Mike Gleason**Submitted By:** Starla Hall, Sheriff**Department:** Sheriff**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on a Statewide Automated Victim Notification Service (SAVNS) Maintenance Grant Contract with the Office of the Attorney General for SAVNS grant program funding for Fiscal Year 2022.

Background

The purpose of the OAG Statewide Automated Victim Notification Service (SAVNS) grant program is to assist Texas counties and other entities in maintaining a statewide system that will provide relevant offender release information, notification of relevant court settings or events to crime victims and other interested individuals, promote public safety and support the rights of victims of crime. To ensure a standard statewide service to a variety of political subdivisions of the State of Texas, including counties, county Sheriffs, clerks and attorneys, district attorneys and courts (participating entities) including Williamson County, the OAG makes grant funds available for eligible expenses related to SAVNS services delivered to Williamson County by Appriss Inc., which is the vendor certified by the OAG. The grant contract shall begin on September 1, 2021 and shall terminate on August 31, 2022 unless it is terminated earlier in accordance with another provision of this grant contract.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

SAVNS Maint Grant Contract

Form Review**Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Starla Hall

Final Approval Date: 08/19/2021

Reviewed By

Hal Hawes

Becky Pruitt

Date

08/18/2021 02:56 PM

08/19/2021 08:36 AM

Started On: 08/18/2021 11:17 AM



RE: FY 2022 SAVNS Grant Contract

Contract Number: 2219715

Grantee: Williamson County

Amount: \$30,143.66

Executed:

Term: September 1, 2021 – August 31, 2022

Budget Coding:

ORG	PCA	Agy Obj
966	10352	5137

SAVNS MAINTENANCE GRANT CONTRACT

OAG Contract No. 2219715

This grant contract ("Grant Contract") is executed between the Office of the Attorney General (OAG) and Williamson County (GRANTEE) for certain grant funds. The OAG and GRANTEE may be referred to in this Grant Contract individually as "Party" or collectively as "Parties."

SECTION 1. PURPOSE OF THE CONTRACT

The purpose of the OAG Statewide Automated Victim Notification Service (SAVNS) grant program is to assist Texas counties and other entities in maintaining a statewide system that will provide relevant offender release information, notification of relevant court settings or events to crime victims and other interested individuals, promote public safety, and support the rights of victims of crime. To ensure a standard statewide service to a variety of political subdivisions of the State of Texas, including counties, county Sheriffs, clerks and attorneys, district attorneys, and courts ("Participating Entities"), including GRANTEE, the OAG makes grant funds available for eligible expenses related to SAVNS services delivered to GRANTEE by the vendor certified by the OAG.

The OAG published a Request for Offer (RFO) for Statewide Automated Victim Services May 11, 2019. After an evaluation of offers, the OAG identified, certified, and entered into a contract with a single vendor to provide statewide automated victim notification services ("SAVNS Services"). The initial term of the OAG Vendor Certification and Service Agreement ("OAG Certification Agreement") is/was from September 1, 2019 to August 31, 2020 ("Initial Term"). On June 25, 2020, OAG exercised its right to renew the OAG Certification Agreement with the renewal term to begin on September 1, 2020 and end on August 31, 2022 ("First Renewal Term"). The vendor certified to provide the services is Appriss, Inc., ("Certified Vendor"), a Kentucky corporation authorized to do business in Texas.

SECTION 2. TERM OF THE CONTRACT

This Grant Contract shall begin on September 1, 2021 and shall terminate August 31, 2022, unless it is terminated earlier in accordance with another provision of this Grant Contract.

SECTION 3. GRANTEE'S CONTRACTUAL SERVICES

3.1. Grantee Participating Entity Service Contract. GRANTEE shall execute a service agreement with the Certified Vendor to provide services consistent with, and subject to the limitations contained in, the OAG Certification Agreement and documents incorporated therein.

Specifically, the Participating Entity Service Contract attached hereto as Exhibit B shall be used by GRANTEE in entering into a contractual relationship with the Certified Vendor. All grant funds provided under this Grant Contract shall be conditioned on the GRANTEE's use of the exemplar Participating Entity Service Contract, as attached hereto, and in addition to any requisite amendment, renewal, or extensions made or otherwise exercised by GRANTEE pursuant to Section 1 therein. GRANTEE further acknowledges and agrees that no changes or modifications may be made to the Participating Entity Service Contract or to any executed Participating Entity Service Contract between GRANTEE and the Certified Vendor, except as specifically authorized within this Grant Contract in Section 3.1.1 below, as otherwise separately authorized by the OAG in writing, or to accomplish an amendment, renewal, or extension made or otherwise exercised by GRANTEE pursuant to Section 1 therein. Notwithstanding the foregoing, GRANTEE is encouraged to negotiate and include additional terms and conditions individually tailored to meet the GRANTEE's unique needs related to the SAVNS program, only to the extent any such additional terms and conditions do not limit or otherwise conflict with the exemplar Participating Entity Service Contract as attached hereto as Exhibit B.

3.1.1 Authorized Modifications to the Participating Entity Service Agreement. GRANTEE is hereby authorized, without additional approval of the OAG, to include additional terms, conditions, or requirements related to the following sections of the Participating Entity Service Agreement as attached hereto as Exhibit B:

- a. 6 Additional Services: GRANTEE may require, negotiate, and include additional terms or conditions relating to the mutual agreement, provision, and payment for Additional Services that do not otherwise modify, impact, or limit the services required under the exemplar Participating Entity Service Agreement;
- b. Section 7.1 Performance Reports: GRANTEE may require reports relating to the performance standards and requirements of the SAVNS system under the exemplar Participating Entity Service Agreement;
- c. Section 7.2 Performance Remedies: GRANTEE may require additional terms or conditions relating to the calculation and withholding mechanism for Certified Vendor's failure to meet its performance requirements the exemplar Participating Entity Service Agreement;
- d. Sections 9.2(a) and 9.2(b)(iii) Standard of Care: GRANTEE may require Certified Vendor to comply with its own internal security standards, in addition to any security standards included in the exemplar Participating Entity Service Agreement, and incorporate such standards into the Participating Entity Service Agreement by reference;
- e. Sections 9.3(b), 9.3(c), and 9.3(d) Information Security: GRANTEE may require Certified Vendor to comply with its own internal security standards, in addition to any security standards included in the exemplar Participating Entity Service Agreement, and incorporate such standards into the Participating Entity Service Agreement by reference;
- f. Section 9.4(b)(iv) Security Breach Procedures: GRANTEE may require

- Certified Vendor to comply with its own internal security standards, in addition to any security standards included in the exemplar Participating Entity Service Agreement, and incorporate such standards into the Participating Entity Service Agreement by reference;
- g. Section 9.5 Oversight of Security Compliance: GRANTEE may require Certified Vendor to comply with its own internal security standards, in addition to any security standards included in the exemplar Participating Entity Service Agreement, and incorporate such standards into the Participating Entity Service Agreement by reference;
 - h. Section 10.4 Exclusions: GRANTEE may require Certified Vendor to comply with its own internal security standards, in addition to any security standards included in the exemplar Participating Entity Service Agreement, and incorporate such standards into the Participating Entity Service Agreement by reference;
 - i. Section 12.1 Limitation of Liability: The Certified Vendor may request a limitation of liability to be included. It is incumbent on the GRANTEE to determine if the proposed limitation is sufficient, permissible under applicable state and local law, and whether or not to include and incorporate such limitation into the Participating Entity Service Agreement;
 - j. Section 12.2 Indemnification: GRANTEE may require, negotiate, and include additional or alternative indemnification provisions, to the extent such provisions are permissible under applicable state and local law, either in addition to or in lieu of those included within the Participating Entity Service Agreement; and
 - k. Section 14.5 Dispute Resolution: GRANTEE may require specific dispute resolution provisions compliant with its local laws, regulations, and other policies applicable to the GRANTEE.

3.1.2 Executed Copy of Financial Participating Entity Service Contract Required. GRANTEE is hereby placed on immediate financial hold, consistent with Section 9.2 of this Grant Contract, and will remain on financial hold until OAG receives an executed copy of the Participating Service Contract along with any requisite amendment, renewal, or extensions made or otherwise exercised by GRANTEE pursuant to Section 1 therein in accordance with and as required by this section. To the extent the executed Participating Entity Service Contract includes any additional terms or conditions that limit or otherwise conflict with the exemplar Participating Entity Service Contract as attached here as Exhibit B, the GRANTEE will continue to remain on financial hold until GRANTEE provides OAG an executed Participating Service Contract in accordance with and as required by this section and consistent with the exemplar Participating Entity Service Contract as attached here as Exhibit B.

3.2 Grantee Maintenance Plan. GRANTEE agrees to establish and follow a “Maintenance Plan.” The Maintenance Plan, at a minimum, will be designed to accomplish the following: make

available offender information that is timely, accurate, and relevant to support the SAVNS Services; verify the Certified Vendor's performance according to the Participating Entity Service Contract; satisfactorily discharge GRANTEE's obligations as described in the Participating Entity Service Contract; and identify and dedicate GRANTEE staff, resources, and equipment necessary to maintain the SAVNS services in the Participating Entity Service Contract.

3.3 GRANTEE Service Levels. In addition to other service levels that the GRANTEE may impose, GRANTEE will inspect, monitor, and verify the performances required of the Certified Vendor as provided in the Participating Entity Service Contract as well as this Grant Contract. GRANTEE will execute a Participating Entity Service Contract with the Certified Vendor for the term of this Grant Contract. GRANTEE will verify that input data (the jail and court data elements used by the SAVNS system) is entered accurately and on a timely basis.

GRANTEE will allow on-site monitoring visits to be conducted by OAG or its authorized representative.

3.4 Cooperation with Statewide Stakeholders. GRANTEE will reasonably cooperate with and participate in Statewide Stakeholder meetings and efforts to monitor and improve the SAVNS services on a statewide basis. GRANTEE may reasonably agree to designate third-parties to assist the OAG, GRANTEE, and the other Statewide Stakeholders in the overall monitoring, inspection, and verification of the Certified Vendor's performances.

3.5 E-Vine Upgrade and Cooperation for Implementation. As part of the Grant Contract award and certification by the OAG, the Certified Vendor will begin transitioning to a new system to deliver the SAVNS services known as "E-Vine" with an expected completion by early FY 2023. E-Vine will provide the GRANTEE enhanced functionality and services such as a Service Provider Directory, an Offender Watch List, a Contact List, a quick escape button and Interactive Voice Response Technology. To facilitate this transition, funds for the E-VINE upgrade costs have been added to this Grant Contract. The Certified Vendor will perform work on the transition to E-Vine throughout the next three years and will bill E-Vine costs on a quarterly basis and in addition to the regular SAVNS maintenance fees. The OAG will advise GRANTEE of any associated transition activities as needed and GRANTEE shall reasonably cooperate with the Certified Vendor in these transition activities.

3.6 Scope of Services. For the purpose of this Grant Contract, the requirements, duties, and obligations contained in Section 3 of this Grant Contract are collectively referred to as the "Scope of Services." As a condition of reimbursement, GRANTEE agrees to faithfully, timely, and in a good and workman-like manner implement and maintain the services in compliance with the Scope of Services. GRANTEE shall bear full and sole responsibility for the integrity of the fiscal and programmatic management of its SAVNS program.

3.7 Special Conditions. The OAG may, at its sole discretion, impose additional requirements not specifically provided for in this Grant Contract based on a need for information, ("Special Conditions") on GRANTEE, without notice and without amending this Grant Contract. The OAG,

at its sole discretion, may supplement, amend, or adjust the Special Conditions of this Grant Contract. The imposition of any Special Conditions places GRANTEE on immediate financial hold, consistent with section 9.2, without further notice, until all Special Conditions are satisfied.

SECTION 4. GRANTEE'S OBLIGATIONS AND REQUIRED REPORTS

4.1 General Matters

4.1.1 Required Reports; Form of Reports; Filings with the OAG. GRANTEE shall forward to the OAG all applicable reports and forms as specified by the OAG. GRANTEE shall ensure that it files each document or form required by the OAG in an accurate and timely manner. Unless filing dates are given herein, all other reports and other documents that GRANTEE is required to forward to the OAG shall be promptly forwarded. From time to time, the OAG may require additional information from GRANTEE.

4.1.2 Cooperation; Additional Information. GRANTEE shall cooperate fully with the OAG. In addition to the information contained in the required reports, other information may be required as requested by the OAG.

4.1.3 Notification of Changes in Organization, Changes in Authorized Official or Grant Contact. GRANTEE shall submit written notice to the OAG of any change in the following: GRANTEE's name; contact information; key personnel, officer, director or partner; organizational structure; legal standing; or authority to do business in Texas. Such notice shall be provided, when possible, in advance of such change, but in no event later than ten (10) business days after the effective date of such change. A change in GRANTEE's name requires an amendment to the Grant Contract.

To change an Authorized Official, GRANTEE must submit a written request on GRANTEE's letterhead, with an original signature of someone with actual authority to act on behalf of GRANTEE. To change the grant contact, GRANTEE must submit a written request on GRANTEE's letterhead signed by an Authorized Official.

4.1.4 Standards for Financial and Programmatic Management. GRANTEE and its governing body shall bear full and sole responsibility for the integrity of the fiscal and programmatic management of the organization including financial and programmatic policies and procedures to ensure the integrity of the fiscal and programmatic management of the organization.

Such fiscal and programmatic management shall include but is not limited to the following: accountability for all funds and materials received from the OAG; compliance with OAG rules, policies and procedures, and applicable federal and state laws and other applicable requirements; and correction of fiscal and program deficiencies identified through self-evaluation and/or the OAG's monitoring processes. Ignorance of any contract provisions or other requirements referenced in this Grant Contract shall not constitute a defense or basis for waiving or failing to comply with such provisions or requirements.

GRANTEE shall develop, implement, and maintain appropriate financial management and control systems. The systems must include budgets that adequately reflect all functions and resources necessary to carry out authorized activities and the adequate determination of costs; accurate and complete payroll, accounting, and financial reporting records; cost source documentation; effective internal and budgetary controls; allocation of costs; and timely and appropriate audits and resolution of any findings and applicable annual financial statements, including statements of financial position, activities, and cash flows, prepared on an accrual basis in accordance with Generally Accepted Accounting Principles or other recognized accounting principle.

4.1.5 Security and Confidentiality of Records. GRANTEE shall establish a method to secure the confidentiality of records required to be kept confidential by applicable federal or state law, rules or regulations. This provision shall not be construed as limiting the OAG's access to such records and other information.

4.1.6 Public Information Act. Information, documentation, and other material in connection with this contract or the underlying grant may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act"). In accordance with Section 2252.907 of the Texas Government Code, GRANTEE is required to make any information created or exchanged with OAG, the State of Texas, or any state agency pursuant to the contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to OAG, the State of Texas, or any state agency.

4.2 Programmatic Reports

4.2.1 Service Reports. GRANTEE shall submit service delivery reports, programmatic performance reports and other reports to the extent requested by OAG, in a format and on a timely basis, as established by the OAG. GRANTEE will submit other reports as requested by the OAG.

4.2.2 Written Explanation of Variance. GRANTEE shall provide a written explanation to the OAG on a quarterly basis to the extent that the performance of the SAVNS system, the Certified Vendor, or the GRANTEE varies from the projected performance thereof as provided in the Maintenance Plan required by Section 3.2 hereunder. In addition to the written explanation, GRANTEE shall promptly answer any questions from the OAG, whether in writing or otherwise, in connection with the quarterly and annual reports presented to the OAG.

4.2.3 Other Program Reports. GRANTEE shall cooperate fully in any social studies, fiscal or programmatic monitoring, auditing, evaluating, and other reviews pertaining to services rendered by GRANTEE, which may be conducted by the OAG or its designees.

GRANTEE shall submit service delivery reports required by the contract or self-evaluations of performance and other reports requested by the OAG in appropriate format and on a timely basis and make available at reasonable times and for reasonable periods client records and other

programmatic or financial records, books, reports, and supporting documents for reviewing and copying by the OAG or its designees.

4.2.4 “Problem Log.” GRANTEE shall establish a “Problem Log” that records all problems noted with the SAVNS system, including, but not limited to, system down time, system outages, and equipment failure. The Problem Log will provide when the problem was identified, to whom the problem was referred, steps taken to resolve the problem, and when the problem was resolved. GRANTEE shall provide OAG with any and all Problem Logs at OAG’s request.

4.3 Financial Matters

4.3.1 Annual Budgets. With regard to the use of funds pursuant to this Grant Contract, GRANTEE will immediately review the budget for the fiscal year and the allowable expenditures, as shown on Exhibit A.

4.3.2 Quarterly Requests for Reimbursement. OAG grant funds will be paid on a cost-reimbursement basis no more frequently than quarterly pursuant to the process below. The OAG shall only reimburse actual and allowable allocable costs incurred and paid by GRANTEE during the term of this contract. The OAG is not obligated to reimburse expenses that were incurred prior to the commencement or after the termination or expiration of this contract. Any payments made by the OAG shall not exceed the actual and allowable allocable costs of GRANTEE to obtain services from the Certified Vendor for services within the “scope of services” of this contract. GRANTEE will submit to the OAG requests for reimbursement for the actual and allowable allocable costs incurred by GRANTEE to obtain services from the Certified Vendor for services within the “scope of services” of this Grant Contract. GRANTEE is responsible for submitting its invoices to the OAG in an accurate and timely manner. The requests for reimbursement must be accompanied by supporting documentation as required by the OAG. The OAG may from time to time require different or additional supporting documentation.

a. GRANTEE shall submit a request for reimbursement to the OAG for the prior quarter by the fifth (5th) of the next month following the end of each quarter. The four quarters for each fiscal year covered by the term of this Grant Contract end respectively on November 30, February 28, May 31, and August 31.

b. GRANTEE shall include a verification with its request for reimbursement stating that the GRANTEE received the services from the Certified Vendor during the preceding quarter and incurred the actual and allowable allocable costs for which GRANTEE seeks reimbursement.

c. If GRANTEE does not submit the required request for reimbursement and verification to the OAG within forty-five (45) days of the next month following the end of any quarter, the OAG will determine what steps will be taken next, including placing the Grant Contract on financial hold or terminating the Grant Contract. If an OAG Grant Contract is placed on financial hold or terminated, the GRANTEE remains responsible for any contractual obligation it has with Certified Vendor. The OAG will not be responsible for collection efforts on behalf of the Certified Vendor.

4.3.3 Limited Pre-Reimbursement Funding to GRANTEE. Notwithstanding Section 4.3.2 above, the OAG, may, at its sole discretion, provide limited pre-reimbursement funding for reimbursable expenses to GRANTEE. This limited funding is not preferred and may be allowed upon submission of the following written documentation supporting the request:

- a. A fully executed Participating Entity Services Agreement with the Certified Vendor for the time period covered by this Grant Contract;
- b. An invoice from the Certified Vendor which includes the dates covered under this Grant Contract;
- c. A completed OAG form “Verification of Continuing Production Record” which shall be provided by the OAG upon request;
- d. An invoice to the OAG that complies with the requirements of the OAG; and
- e. A written justification, signed by the Authorized Official or the Authorized Official’s designee, explaining the need for pre-reimbursement funding.

4.3.4 Fiscal Year End Required Reports. GRANTEE shall submit fiscal year-end required reports that shall be received by the OAG on or before October 15 of each year covered by the term of this Grant Contract. The year-end reports shall include the following:

- a. **Record of Reimbursement.** GRANTEE will submit a reconciled record of its expenses for the prior fiscal year.
- b. **Equipment Inventory Report.** To the extent the purchase of equipment is authorized under this grant and GRANTEE purchases equipment is purchased with grant funds. GRANTEE will submit an Equipment Inventory Report which provides a record of the current inventory of items purchased, disposed of, replaced or transferred for any equipment that was purchased with grant funds.

4.3.5 Annual Independent Financial Audit Report. GRANTEES that are required to undergo a single audit or Annual Independent Financial Audit by statute, regulation, or organizational policy must complete and submit the Single Audit or Annual Financial Audit of the complete program and/or organization and management letter of the audit findings within nine months of the end of the fiscal year of the agency. The audit will meet Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards 2 CFR 200 and Texas Grant Management Standards (TxGMS) requirements. Additionally, the Annual Independent Financial Audit will meet Generally Accepted Government Auditing Standards in the event a Single Audit is not required. GRANTEES whose expenditures require the completion of a Single Audit, must submit a Single Audit to the OAG, an Annual Independent Financial Audit will not satisfy the audit requirement. GRANTEES who do not meet the expenditure threshold of the Single Audit and are not required by statute, regulation, or organizational policy to complete an Annual Audit, are not required to submit an Annual Audit to the OAG.

4.3.6 Close Out Invoice GRANTEE shall submit a final invoice not later than forty-five (45) days after the earlier of (1) the termination of this Grant Contract; or (2) the end of each state fiscal

year covered by the term of this Grant Contract.

4.3.7 Refunds and Deductions. If the OAG determines that an overpayment of grant funds under this Grant Contract has occurred, such as payments made inadvertently, pre-reimbursement payments that were not expended, or payments made but later determined not to be actual and allowable allocable costs, the OAG may seek a refund from GRANTEE and/or the Certified Vendor. The OAG, in its sole discretion, may offset and deduct the amount of the overpayment from any amount owed as a reimbursement under this Grant Contract, or may choose to require a payment directly from GRANTEE and/or the Certified Vendor rather than offset and deduct any amount. GRANTEE and/or the Certified Vendor shall promptly refund any overpayment to the OAG within thirty (30) calendar days of the receipt of the notice of the overpayment from the OAG unless an alternate payment plan is specified by the OAG.

4.3.8 Purchase of Equipment; Maintenance and Repair; Title upon Termination. GRANTEE shall not give any security interest, lien or otherwise encumber any item of equipment purchased with contract funds. GRANTEE shall permanently identify all equipment purchased under this Grant Contract by appropriate tags or labels affixed to the equipment. GRANTEE shall maintain a current inventory of all equipment, which shall be available to the OAG at all times upon request; however, as between the OAG and GRANTEE title for equipment will remain with GRANTEE.

GRANTEE will maintain, repair, and protect all equipment purchased in whole or in part with grant funds under this Grant Contract so as to ensure the full availability and usefulness of such equipment. In the event GRANTEE is indemnified, reimbursed, or otherwise compensated for any loss or destruction of, or damage to, the equipment purchased under this Grant Contract, it shall use the proceeds to repair or replace said equipment.

4.3.9 Direct Deposit. GRANTEE may make a written request to the OAG to be placed on Direct Deposit status by completing and submitting to the OAG the State Comptroller's Direct Deposit Authorization Form. After the direct deposit request is approved by the OAG and the setup is completed on the Texas Identification Number System by the State Comptroller's Office, payment will be remitted by direct deposit and the OAG will discontinue providing GRANTEE with copies of reimbursement vouchers.

4.3.10 Debts and Delinquencies. GRANTEE agrees that any payments due under the Grant Contract shall be applied towards any debt or delinquency that is owed to the State of Texas.

SECTION 5. OBLIGATIONS OF OAG

5.1 Monitoring. The OAG is responsible for monitoring GRANTEE to ensure the effective and efficient use of grant funds to accomplish the purposes of this Grant Contract.

5.2 Maximum Liability of OAG. The maximum liability of the OAG is contained in the

attached Exhibit A. Any change to the maximum liability is void unless supported by a written amendment to this Grant Contract executed between OAG and GRANTEE.

5.3 Payment of Authorized Costs. The OAG shall be obligated to reimburse GRANTEE for all actual and allowable allocable costs incurred by GRANTEE pursuant to this Grant Contract. The OAG is not obligated to pay unauthorized costs. Prior written approval from the OAG is required if GRANTEE anticipates altering the scope of the grant, adding funds to previously un-awarded budget categories, changing funds in any awarded budget category by more than 10% of the annual budget and/or adding new line items to any awarded budget category.

Notwithstanding the foregoing, should GRANTEE wish to alter the scope of the grant or change the goals of the grant by adding or eliminating goals which were included in the GRANTEE's final "Scope of Services" included in Section 3 above, such alteration or change may only be achieved by a written, duly executed amendment to this Grant Contract.

5.4 Contract Not Entitlement or Right. Reimbursement with contract funds is not an entitlement or right. Reimbursement depends, among other things, upon strict compliance with all terms, conditions and provisions of this Grant Contract. The OAG and GRANTEE agree that any act, action or representation by either party, their agents or employees that purports to increase the maximum liability of the OAG is void, unless a written amendment to this Grant Contract is first executed. GRANTEE agrees that nothing in this Grant Contract will be interpreted to create an obligation or liability of the OAG in excess of the funds delineated in this Grant Contract.

5.5 Funding Limitation. GRANTEE agrees that funding for this Grant Contract is subject to the actual receipt by the OAG of grant funds (state and/or federal) appropriated to the OAG. GRANTEE agrees that the grant funds, if any, received from the OAG are limited by the term of each state biennium and by specific appropriation authority to and the spending authority of the OAG for the purpose of this Grant Contract. **GRANTEE agrees that notwithstanding any other provision of this Grant Contract, if the OAG is not appropriated the funds, or if the OAG does not receive the appropriated funds for this grant program, or if the funds appropriated to the OAG for this grant program are required to be reallocated to fund other state programs or purposes, the OAG is not liable to pay the GRANTEE any remaining balance on this Grant Contract.**

SECTION 6. TERMINATION

6.1 Termination for Convenience. Either Party may, at its sole discretion, terminate this Grant Contract, without recourse, liability or penalty, upon providing written notice to the other Party thirty (30) calendar days before the effective date of such termination.

6.2 Termination for Cause. In the event that GRANTEE fails to perform or comply with an obligation of the terms, conditions and provisions of this Grant Contract, the OAG may, upon written notice of the breach to GRANTEE, immediately terminate all or any part of this Grant

Contract.

6.3 Termination Not Exclusive Remedy; Survival of Terms and Conditions. Termination is not an exclusive remedy but will be in addition to any other rights and remedies provided in equity, by law, or under this Grant Contract.

Termination of this Grant Contract for any reason or expiration of this Grant Contract shall not release the Parties from any liability or obligation set forth in this Grant Contract that is expressly stated to survive any such termination or by its nature would be intended to be applicable following any such termination. The following terms and conditions, (in addition to any others that could reasonably be interpreted to survive but are not specifically identified), survive the termination or expiration of this Grant Contract: Sections 4, 5, 7, 11, and 12.

6.4 Refunds to OAG by GRANTEE. If the GRANTEE terminates for convenience under Section 6.1, or if the OAG terminates under Sections 6.1 or 6.2 before the purpose of this Grant Contract is accomplished, then the OAG may require the GRANTEE and/or the Certified Vendor to refund all or some of the grant funds paid under this Grant Contract. Such funds include those funds representing the number of months of SAVNS services that were previously invoiced and paid by the OAG under this Grant Contract.

6.5 Notices to Certified Vendor. Any termination of this Grant Contract will also be forwarded by the terminating party to the Certified Vendor.

SECTION 7. AUDIT RIGHTS; RECORDS RETENTION

7.1 Duty to Maintain Records. GRANTEE shall maintain adequate records that enable the OAG to verify all reporting measures and requests for reimbursements related to this Grant Contract. GRANTEE also shall maintain such records as are deemed necessary by the OAG, OAG's auditor, the State Auditor's Office or other auditors of the State of Texas, the federal government, or such other persons or entities designated by the OAG, to ensure proper accounting for all costs and performances related to this Grant Contract.

7.2 Records Retention. GRANTEE shall maintain and retain records for a period of seven (7) years after the contract is completed or expires, or all issues that arise from any litigation, claim, negotiation, audit, open records request, administrative review, or other action involving the contract or documents are resolved. The records include, but may not be limited to, the contract, any contract solicitation documents, any documents that are necessary to fully disclose the extent of services provided under this contract, any daily activity reports and time distribution and attendance records, and other records that may show the basis of the charges made or performances delivered. GRANTEE must include the substance of this clause in all subcontracts.

7.3 Audit Trails. GRANTEE shall maintain appropriate audit trails to provide accountability for all reporting measures and requests for reimbursement. Audit trails maintained by GRANTEE

will, at a minimum, identify the supporting documentation prepared by GRANTEE to permit an audit of its systems. GRANTEE's automated systems, if any, must provide the means whereby authorized personnel have the ability to audit and verify contractually required performances and to establish individual accountability for any action that can potentially cause access to, generation of, or modification of confidential information.

7.4 Access and Audit. At the request of the OAG, GRANTEE shall grant access to and make available all paper and electronic records, books, documents, accounting procedures, practices, and any other items relevant to the performance of this Grant Contract, compliance with applicable state or federal laws and regulations, and the operation and management of GRANTEE to the OAG or its designees for the purposes of inspecting, auditing, or copying such items. GRANTEE will direct any other entity, person, or contractor receiving funds directly under this Grant Contract or through a subcontract under this Grant Contract to likewise permit access to, inspection of, and reproduction of all books, records, and other relevant information of the entity, person, or contractor(s) that pertain to this Grant Contract. All records, books, documents, accounting procedures, practices, and any other items, in whatever form, relevant to the performance of this Grant Contract, shall be subject to examination or audit. Whenever practical as determined at the sole discretion of the OAG, the OAG shall provide GRANTEE with up to five (5) business days' notice of any such examination or audit.

7.5 State Auditor. In addition to and without limitation on the other audit provisions of this Grant Contract, pursuant to Section 2262.154 of the Texas Government Code, the State Auditor's Office may conduct an audit or investigation of GRANTEE or any other entity or person receiving funds from the State directly under this Grant Contract or indirectly through a subcontract under this Grant Contract. The acceptance of funds by GRANTEE or any other entity or person directly under this Grant Contract or indirectly through a subcontract under this Grant Contract acts as acceptance of the authority of the State Auditor's Office, under the direction of the Legislative Audit Committee, to conduct an audit or investigation in connection with those funds. Under the direction of the Legislative Audit Committee, GRANTEE or another entity that is the subject of an audit or investigation by the State Auditor's Office must provide the State Auditor's Office with access to any information the State Auditor's Office considers relevant to the investigation or audit. GRANTEE further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. GRANTEE shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through GRANTEE and the requirement to cooperate is included in any subcontract it awards. The State Auditor's Office shall at any time have access to and the right to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of GRANTEE related to this Grant Contract. GRANTEE also represents and warrants that it will comply with Section 321.022 of the Texas Government Code, which requires that suspected fraud and unlawful conduct be reported to the State Auditor's Office.

7.6 Location. Any audit of records shall be conducted at GRANTEE's principal place of business and/or the location(s) of GRANTEE's operations during GRANTEE's normal business hours. GRANTEE shall provide to OAG or its designees, on GRANTEE's premises (or if the

audit is being performed of a subcontractor, the subcontractor's premises if necessary) private space, office furnishings (including lockable cabinets), telephone and facsimile services, utilities, and office-related equipment and duplicating services as OAG or its designees may reasonably require to perform the audits described in this Grant Contract.

SECTION 8. SUBMISSION OF INFORMATION TO THE OAG

The OAG will designate the proper methods for the delivery of information to the OAG by GRANTEE. The OAG generally requires submission of information via email. Some reporting requirements must occur via the internet and/or a web-based data collection method. Accordingly, all reports required under this Grant Contract including but not limited to semi-annual statistical reports, annual performance reports, financial status reports, requests for reimbursement, Annual Compiled Financial Statement Report, and any other reports, notices or information must be submitted in the manner directed by the OAG. The manner of delivery may be subject to change during the term of the contract, in the sole discretion of the OAG.

SECTION 9. CORRECTIVE ACTION PLANS AND SANCTIONS

The Parties agree to make a good faith effort to identify, communicate, and resolve problems found by either the OAG or GRANTEE.

9.1 Corrective Action Plans. If the OAG finds deficiencies in GRANTEE's performance under this Grant Contract, the OAG, at its sole discretion, may impose one or more of the following remedies as part of a corrective action plan: increase of monitoring visits; require additional or more detailed financial and/or programmatic reports be submitted; require prior approval for expenditures; require additional technical or management assistance and/or make modifications in business practices; reduce the contract amount; and/or terminate this Grant Contract. The foregoing are not exclusive remedies, and the OAG may impose other requirements that the OAG determines will be in the best interest of the State.

9.2 Financial Hold. Failure to comply with submission deadlines for required reports, invoices, or other requested information or otherwise failing to comply with the terms of this Grant Contract may result in the OAG, at its sole discretion, placing GRANTEE on immediate financial hold without further notice to GRANTEE and without first requiring a corrective action plan. No reimbursements will be processed until the requested information is submitted. If GRANTEE is placed on financial hold, the OAG, at its sole discretion, may deny reimbursement requests associated with expenses incurred during the time GRANTEE was placed on financial hold.

9.3 Sanctions. In addition to financial hold, the OAG, at its sole discretion, may impose other sanctions without first requiring a corrective action plan. The OAG, at its sole discretion, may impose sanctions, including, but not limited to, withholding or suspending funding, offsetting previous reimbursements, requiring repayment, disallowing claims for reimbursement, reducing

funding, terminating this Grant Contract and/or any other appropriate sanction.

9.4 No Waiver. Notwithstanding the imposition of corrective actions, financial hold, and/or sanctions, GRANTEE remains responsible for complying with the contract terms and conditions. Corrective action plans, financial hold, and/or sanctions do not excuse or operate as a waiver of prior failure to comply with this Grant Contract.

SECTION 10. GENERAL TERMS AND CONDITIONS

10.1 Federal and State Laws, Rules and Regulations, Directives, Guidelines, Code of Federal Regulations (CFR) and Other Relevant Authorities. GRANTEE agrees to comply with all applicable federal and state laws, rules and regulations, directives, guidelines, including 2 CFR Part 200, and any other authorities relevant to the performance of GRANTEE under this Grant Contract. In instances where multiple requirements apply to GRANTEE, the more restrictive requirement applies.

10.2 Uniform Grant Management Act, TxGMS and Applicable Standard Federal and State Certifications and Assurances. GRANTEE agrees to comply with applicable laws, executive orders, regulations and policies including Texas Government Code, Chapter 783, and the Texas Grant Management Standards (TxGMS), and any other applicable federal or state grant management standards or requirements. Further, GRANTEE agrees to comply with the applicable OAG Certifications and Assurances, which are incorporated herein by reference, including, but not limited to, the equal employment opportunity program certification, disclosure and certification regarding lobbying, non-procurement debarment certification, drug-free workplace certification, annual single audit certification, compliance with annual independent financial audit filing requirement, compliance with TxGMS and the applicable 2 CFR Part 200, return of grant funds in the event of loss or misuse, and conflict of interest.

10.3 Generally Accepted Accounting Principles or Other Recognized Accounting Principles. GRANTEE shall adhere to Generally Accepted Accounting Principles promulgated by the American Institute of Certified Public Accountants, unless other recognized accounting principles are required by GRANTEE. GRANTEE shall follow OAG fiscal management policies and procedures in processing and submitting requests for reimbursement and maintaining financial records related to this Grant Contract.

10.4 Conflicts of Interest; Disclosure of Conflicts. GRANTEE represents and warrants that performance under the contract or grant will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety. GRANTEE has not given, or offered to give, nor does GRANTEE intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or employee of the OAG, at any time during the negotiation of this Grant Contract or in connection with this Grant Contract, except as allowed under relevant state or federal law. Further, GRANTEE represents and warrants that in the administration of the grant, it will comply with all

conflict of interest prohibitions and disclosure requirements required by applicable law, rules, and policies, including Chapter 176 of the Texas Local Government Code. If circumstances change during the course of the contract or grant, GRANTEE shall promptly notify the OAG. GRANTEE will establish safeguards to prohibit its employees from using their positions for a purpose that constitutes or presents the appearance of a personal or organizational conflict of interest or personal gain. GRANTEE will operate with complete independence and objectivity without an actual, potential or apparent conflict of interest with respect to its performance under this Grant Contract. GRANTEE must disclose, in writing, within fifteen (15) calendar days of discovery, any existing or potential conflicts of interest relative to its performance under this Grant Contract.

10.5 Does Not Boycott Israel. To the extent required by Texas Government Code Section 2271.002, GRANTEE represents and warrants, that neither GRANTEE, nor any subcontractor, assignee, or sub-recipient of GRANTEE, currently boycotts Israel, or will boycott Israel during the term of this Grant Contract. GRANTEE agrees to take all necessary steps to ensure this certification remains true for any future subcontractor or assignee. For purposes of this provision, “Boycott Israel” shall have the meaning assigned by Texas Government Code, Sec. 808.001(1).

10.6 Law Enforcement Funding. To the extent applicable, GRANTEE acknowledges that, under article IX, section 4.01 of the General Appropriations Act for the term covered by this Grant Contract, funds may only be expended under this Grant Contract if GRANTEE is in compliance with all rules developed by the Commission on Law Enforcement or if the Commission on Law Enforcement has certified that GRANTEE is in the process of achieving compliance.

10.7 Restriction on Abortion Funding. GRANTEE acknowledges that, under article IX, section 6.24 of the General Appropriations Act for the term covered by this Grant Contract, and except as provided by that Act, funds may not be distributed under this Grant Contract to any individual or entity that: (1) performs an abortion procedure that is not reimbursable under the State’s Medicaid program; (2) is commonly owned, managed, or controlled by an entity that performs an abortion procedure that is not reimbursable under the State’s Medicaid program; or (3) is a franchise or affiliate of an entity that performs an abortion procedure that is not reimbursable under the State’s Medicaid program.

SECTION 11. SPECIAL TERMS AND CONDITIONS

11.1 Independent Contractor Status; Indemnity and Hold Harmless Agreement. GRANTEE expressly agrees that it is an independent contractor. Under no circumstances shall any owner, incorporator, officer, director, employee, or volunteer of GRANTEE be considered a state employee, agent, servant, or partner of, or part of any joint venture or joint enterprise with, the OAG or the State of Texas. GRANTEE agrees to take such steps as may be necessary to ensure that each contractor of GRANTEE will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, or partner of, or part of any joint venture or joint enterprise with the OAG or the State of Texas.

All persons furnished, used, retained, or hired by or on behalf of GRANTEE or any of GRANTEE's contractors shall be considered to be solely the employees or agents of GRANTEE or GRANTEE's contractors. GRANTEE or GRANTEE's contractors shall be responsible for ensuring that any and all appropriate payments are made, such as unemployment, workers compensation, social security, any benefit available to a state employee as a state employee, and other payroll taxes for such persons, including any related assessments or contributions required by law.

GRANTEE or contractors are responsible for all types of claims whatsoever due to actions or performance under this Grant Contract, including, but not limited to, the use of automobiles or other transportation by its owners, incorporators, officers, directors, employees, volunteers or any third parties. TO THE EXTENT PERMISSIBLE UNDER THE TEXAS CONSTITUTION AND LAWS PROMULGATED THEREUNDER,

GRANTEE SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS OAG AND THE STATE OF TEXAS, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF GRANTEE OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY GRANTEE WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND GRANTEE MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. OAG AND GRANTEE AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

11.2 Publicity. GRANTEE shall not use the OAG's name or refer to the OAG directly or indirectly in any media release, public service announcement, or public service disclosure relating to this Grant Contract or any acquisition pursuant hereto, including in any promotional or marketing materials, without first obtaining written consent from the OAG. This section is not intended to and does not limit GRANTEE's ability to comply with its obligations and duties under the Texas Open Meetings Act and/or the Texas Public Information Act.

11.3 Intellectual Property. GRANTEE understands and agrees that GRANTEE may copyright any original books, manuals, films, or other original material and intellectual property developed or produced out of funds obtained under this Grant Contract, subject to the royalty-free, non-exclusive, and irrevocable license which is hereby reserved by the OAG and granted by GRANTEE to the OAG or, where applicable, the State of Texas, or if federal funds are expended, the United States Government. GRANTEE hereby grants the OAG an unrestricted, royalty-free, non-exclusive, and irrevocable license to use, copy, modify, reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), at

no additional cost to the OAG, in any manner the OAG deems appropriate in the exercise of its sole discretion, any component of such intellectual property.

GRANTEE shall obtain from subrecipients, contractors, and subcontractors (if any) all rights and data necessary to fulfill the GRANTEE's obligations to the OAG under this Grant Contract. If a proposed subrecipient, contractor, or subcontractor refuses to accept terms affording the OAG such rights, GRANTEE shall promptly bring such refusal to the attention of the OAG Program Manager for the contract and not proceed with the agreement in question without further authorization from the OAG.

11.4 Program Income. Gross income directly generated from the grant funds through a project or activity performed under this Grant Contract is considered program income. Unless otherwise required under the terms of this Grant Contract, any program income shall be used by GRANTEE to further the program objectives of the project or activity funded by this grant, and the program income shall be spent on the same project or activity in which it was generated. GRANTEE shall identify and report this income in accordance with the OAG's reporting instructions. GRANTEE shall expend program income during this Grant Contract term; program income not expended in this Grant Contract term shall be refunded to the OAG.

11.5 No Supplanting. GRANTEE shall not supplant or otherwise use funds from this Grant Contract to replace or substitute existing funding from other sources that also supports the activities that are the subject of this Grant Contract.

11.6 No Solicitation or Receipt of Funds on Behalf of OAG. It is expressly agreed that any solicitation for or receipt of funds of any type by GRANTEE is for the sole benefit of GRANTEE and is not a solicitation for or receipt of funds on behalf of the OAG or the Attorney General of the State of Texas.

11.7 No Subcontracting, Assignment, or Delegation Without Prior Written Approval of OAG. GRANTEE may not subcontract, assign any of its rights, or delegate any of its duties under this Grant Contract without the prior written approval of the OAG. OAG shall maintain the complete and sole discretion to approve or deny any request to subcontract, assign any right, or delegate any duty under this Grant Contract, and the OAG may withhold its approval for any reason or no reason. In the event OAG approves subcontracting, assignment, or delegation by GRANTEE, GRANTEE will ensure that its contracts with others shall require compliance with the provisions of this Grant Contract. GRANTEE, in subcontracting for any performances specified herein, expressly understands and agrees that it is not relieved of its responsibilities for ensuring that all performance is in compliance with this Grant Contract and that the OAG shall not be liable in any manner to GRANTEE's subcontractor(s). GRANTEE represents and warrants that it will maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

11.8 No Grants to Certain Organizations. GRANTEE confirms by executing this Grant Contract that it does not make contributions to campaigns for elective office or endorse candidates.

11.9 No Waiver of Sovereign Immunity. The Parties agree that no provision of this Grant Contract is in any way intended to constitute a waiver by the OAG or the State of Texas of any immunities from suit or from liability that the OAG or the State of Texas may have by operation of law.

11.10 Governing Law; Venue. This Grant Contract is made and entered into in the State of Texas. This Grant Contract and all disputes arising out of or relating thereto shall be governed by the laws of the State of Texas, without regard to any otherwise applicable conflict of law rules or requirements.

Except where state law establishes mandatory venue, GRANTEE agrees that any action, suit, litigation or other proceeding (collectively “litigation”) arising out of or in any way relating to this Grant Contract shall be commenced exclusively in the Travis County District Court or the United States District Court in the Western District, Austin Division, and to the extent allowed by law, hereby irrevocably and unconditionally consents to the exclusive jurisdiction of those courts for the purpose of prosecuting and/or defending such litigation. GRANTEE hereby waives and agrees not to assert by way of motion, as a defense, or otherwise, in any suit, action or proceeding, any claim that GRANTEE is not personally subject to the jurisdiction of the above-named courts; the suit, action or proceeding is brought in an inconvenient forum; and/or the venue is improper.

11.11 U.S. Department of Homeland Security’s E-Verify System. GRANTEE will ensure that it utilizes the U.S. Department of Homeland Security’s E-Verify system to determine the eligibility of any new employee hired after the effective date of this agreement who will be working on any matter covered by this agreement.

11.12 No Use of Grant Money for Lobbying. GRANTEE shall not use any grant funds provided by OAG to GRANTEE to influence the passage or defeat of any legislative measure or election of any candidate for public office.

11.13 Dispute Resolution Process. The dispute resolution process provided for in Chapter 2260 of the Texas Government Code shall be used to resolve any dispute arising under this Grant Contract including specifically any alleged breach of the Contract by OAG.

11.14 Child Support Obligation Affirmation. GRANTEE represents and warrants that it will include the following clause in the award documents for every subaward and subcontract and will require subrecipients and contractors to certify accordingly: “Under Section 231.006 of the Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application.”

11.15 Excluded Parties. GRANTEE certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism", published by the United States Department of the Treasury, Office of Foreign Assets Control.

11.16 Executive Head of a State Agency Affirmation. In accordance of the with Section 669.003 of the Texas Government Code, relating to contracting with an executive head of a state agency, GRANTEE certifies that it is not (1) the executive head of the OAG, (2) a person who at any time during the four years before the date of the contract or grant was the executive head of the OAG, (3) a person who employs a current or former executive head of the OAG.

11.17 Political Polling Prohibition. GRANTEE represents and warrants that it does not perform political polling and acknowledges that appropriated funds may not be granted to, or expended by, any entity which performs political polling.

11.18 Financial Participation Prohibited Affirmation. Under Section 2155.004(b) of the Texas Government Code, GRANTEE certifies that the individual or business entity named in this contract is not ineligible to receive the specified contract or grant funding and acknowledges that the contract may be terminated and all payments withheld if this certification is inaccurate.

11.19 Human Trafficking Prohibition. Under Section 2155.0061 of the Texas Government Code, the GRANTEE certifies that the individual or business entity named in this contract is not ineligible to receive the specified contract or grant funding and acknowledges that this contract may be terminated and all payments withheld if this certification is inaccurate.

11.20 Prior Disaster Relief Contract Violation. Under Sections 2155.006 and 2261.053 of the Texas Government Code, the GRANTEE certifies that the individual or business entity named in this contract is not ineligible to receive the specified contract or grant funding and acknowledges that this contract may be terminated and all payments withheld if this certification is inaccurate.

11.21 Cybersecurity Training Program. All GRANTEES must complete a cybersecurity training. If the GRANTEE is a local unit of government, GRANTEE represents and warrants its compliance with Section 2054.5191 of the Texas Government Code relating to the cybersecurity training program for local government employees who have access to a local government computer system or database. If the GRANTEE has access to any state computer system or database, GRANTEE shall complete cybersecurity training and verify completion of the training program to the Agency pursuant to and in accordance with Section 2054.5192 of the Government Code.

11.22 Debarment and Suspension. GRANTEE certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the *State of Texas Debarred Vendor List* maintained by the Texas Comptroller of Public Accounts and the *System for Award Management (SAM)* maintained by the General Services Administration.

11.23 Disclosure Protections for Certain Charitable Organizations, Charitable Trusts, and Private Foundations. GRANTEE represents and warrants that it will comply with Section 2252.906 of the Texas Government Code relating to disclosure protections for certain charitable organizations, charitable trusts, and private foundations.

11.24 Legal Authority. GRANTEE represents that it possesses legal authority to enter into this Grant Contract. A resolution, motion or similar action has been duly adopted or passed as an official act of the GRANTEE'S governing body, authorizing the execution of the Grant Contract, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative, or the designee of GRANTEE to act in connection with the Grant Contract and to provide such additional information as may be required.

11.25 Limitations on Grants to Units of Local Government. GRANTEE acknowledges and agrees that appropriated funds may not be expended in the form of a grant to, or contract with, a unit of local government unless the terms of the grant or contract require that the funds received under the grant or contract will be expended subject to the limitations and reporting requirements similar to those provided by the following:

- a. Parts 2 and 3 of the Texas General Appropriations Act, Art. IX, except there is no requirement for increased salaries for local government employees;
- b. Sections 556.004, 556.005, and 556.006 of the Texas Government Code; and
- c. Sections 2113.012 and 2113.101 of the Texas Government Code

11.26 Lobbying Expenditure Restriction. GRANTEE represents and warrants that OAG'S payments to GRANTEE and GRANTEE'S receipt of appropriated or other funds under the contract or grant are not prohibited by Sections 403.1067 or 556.0055 of the Texas Government Code which restrict lobbying expenditures.

11.27 No Waiver of Sovereign Immunity. The Parties expressly agree that no provision of the grant or contract is in any way intended to constitute a waiver by the OAG or the State of Texas of any immunities from suit or from liability that the OAG or the State of Texas may have by operation of law.

11.28 Open Meetings. If the GRANTEE is a governmental entity, GRANTEE represents and warrants its compliance with Chapter 551 of the Texas Government Code which requires all regular, special or called meeting of a governmental body to be open to the public, except as otherwise provided by law.

11.29 COVID-19 Documentation. Pursuant to Texas Health and Safety Code, Section 161.0085(c), a business in this state may not require a customer to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from the business. To the extent applicable, Grantee represents and warrants that it is in compliance with Texas Health and Safety Code, Section 161.0085 and is

eligible, pursuant to that section, to receive a grant or otherwise enter into a contract payable with state funds.

SECTION 12. CONSTRUCTION OF CONTRACT AND AMENDMENTS

12.1 Construction of Contract. The provisions of Section 1 are intended to be a general introduction to this Grant Contract. To the extent the terms and conditions of this Grant Contract do not address a particular circumstance or are otherwise unclear or ambiguous, such terms and conditions are to be construed consistent with the general objectives, expectations and purposes of this Grant Contract.

12.2 Entire Agreement, including All Exhibits. This Grant Contract, including all exhibits, reflects the entire agreement between the Parties with respect to the subject matter therein described, and there are no other representations (verbal or written), directives, guidance, assistance, understandings or agreements between the Parties related to such subject matter. By executing this Grant Contract, GRANTEE agrees to strictly comply with the requirements and obligations of this Grant Contract, including all exhibits.

12.3 Amendment. This Grant Contract shall not be modified or amended except in writing, signed by both parties. Any properly executed amendment of this Grant Contract shall be binding upon the Parties and presumed to be supported by adequate consideration.

12.4 Partial Invalidity. If any term or provision of this Grant Contract is found to be illegal or unenforceable, such construction shall not affect the legality or validity of any of its other provisions. The illegal or invalid provision shall be deemed severable and stricken from the contract as if it had never been incorporated herein, but all other provisions shall continue in full force and effect.

12.5 Non-waiver. The failure of any Party to insist upon strict performance of any of the terms or conditions herein, irrespective of the length of time of such failure, shall not be a waiver of that party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this Grant Contract shall constitute a consent or waiver to or of any breach or default in the performance of the same or any other obligation of this Grant Contract.

12.6 Official Capacity. The Parties stipulate and agree that the signatories hereto are signing, executing and performing this Grant Contract only in their official capacity.

12.7 Signature Authority. The undersigned Parties represent and warrant that the individuals submitting this document are authorized to sign such documents on behalf of the respective parties.

IN WITNESS HEREOF, THE PARTIES HAVE SIGNED AND EXECUTED THIS CONTRACT IN MULTIPLE COUNTERPARTS.

**OFFICE OF THE ATTORNEY
GENERAL**

Williamson County

Printed Name: _____
Office of the Attorney General

Printed Name: Bill Gravell
Authorized Official

SAVNS MAINTENANCE GRANT CONTRACT

OAG Contract No. 2219715

EXHIBIT A

Population Size: Large

The total liability of the OAG for any type of liability directly or indirectly arising out of this Grant Contract and in consideration of GRANTEE'S full, satisfactory and timely performance of all its duties, responsibilities, obligations, liability, and for reimbursement by the OAG for expenses, if any, as set forth in this Grant Contract or arising out of any performance herein shall not exceed the following:

Annual Cost for Jail	Annual Cost for Courts	Annual E-Vine Upgrade Cost	MAXIMUM REIMBURSABLE COSTS
\$24,478.16	\$4,068.60	\$1,596.90	\$30,143.66

The annual costs listed above will be billed by the Vendor on a quarterly basis pursuant to the terms of Participating entity Service Agreement (Exhibit B). The OAG is not obligated to pay for services prior to the commencement or after the termination of this Grant Contract.

EXHIBIT B

SECOND CONTRACT RENEWAL PARTICIPATING ENTITY SERVICES AGREEMENT FOR THE STATEWIDE AUTOMATED VICTIM NOTIFICATION SERVICE (SAVNS)

Contract No.

WHEREAS, the Office of the Attorney General (OAG) is the Texas State agency tasked with certifying a statewide vendor to provide a Statewide Automated Victim Notification Service (SAVNS) to a variety of political subdivisions of the State of Texas, including counties, county Sheriffs, clerks and attorneys, district attorneys, and courts ("Participating Entities");

WHEREAS OAG certified and contracted with **Appriss Inc. ("Vendor")** as the statewide vendor to provide SAVNS to each of the Participating Entities ("OAG Certification Agreement");

WHEREAS [NAMED ENTITY] as a Participating Entity and VENDOR executed a Participating Services Agreement identified as Contract No. [INSERT CONTRACT NUMBER] under which VENDOR would provide SAVNS to [NAMED ENTITY] (the "Contract");

WHEREAS SECTION 1 of the Contract permitted the [NAMED ENTITY] to, in its sole and absolute discretion, renew the Contract, for four (4) additional one (1) year renewal terms (each a "Renewal Term") to the extent the OAG Certification Agreement, remains in effect;

WHEREAS the OAG exercised its option to renew the OAG Certification Agreement, extending the term thereof to August 31, 2022;

NOW, THEREFORE, THIS **SECOND CONTRACT RENEWAL** is exercised by [NAMED ENTITY] as follows:

The Contract terminated on August 31, 2020, and was renewed through August 31, 2021. The Contract is hereby renewed, with this Second Contract Renewal Term ("Second Renewal Term") to begin on September 1, 2021 and end of August 31, 2022. Pursuant to Section 1 of the Contract, this Second Renewal Term and any subsequent renewals, shall be subject to all specifications and terms and conditions of the Contract, the OAG Certification Agreement, and the Incorporated Documents as defined in Section 2 therein.

[NAMED ENTITY] by:

Signature

Date

Name

Title

Acknowledged by Appriss, Inc.

Signature

Date

Name

Title

Certificate Of Completion

Envelope Id: 68F67E004D6D418D9FB19224B02E89F2

Status: Sent

Subject: Please DocuSign: FY 2022 SAVNS Grant Contract

Template ID:

Template ID Usage Tracking:

Division Designed Templates:

Source Envelope:

Document Pages: 25

Signatures: 0

Envelope Originator:

Certificate Pages: 7

Initials: 0

Karly Watson

AutoNav: Enabled

PO Box 12548

Enveloped Stamping: Disabled

Austin, TX 78711-2548

Time Zone: (UTC-06:00) Central Time (US & Canada)

Karly.Watson@oag.texas.gov

IP Address: 204.64.56.14

Record Tracking

Status: Original

Holder: Karly Watson

Location: DocuSign

8/14/2021 3:22:55 PM

Karly.Watson@oag.texas.gov

Signer Events**Signature****Timestamp**

Bill Gravell

Sent: 8/14/2021 3:23:11 PM

ctyjudge@wilco.org

Viewed: 8/16/2021 11:04:05 AM

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Accepted: 8/16/2021 11:04:05 AM

ID: 19f19c19-8419-43fc-bf4c-79c83dae154a

Grants Administration Division Chief

Signing Group: Grants Administration Division Chief

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Crime Victim Services - Director

Signing Group: Crime Victim Services - Director

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

General Counsel – Contract Attorneys

Signing Group: General Counsel – Contract

Attorneys

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

General Counsel, Contracts

Signing Group: General Counsel, Contracts

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Signer Events	Signature	Timestamp
Budget Analysts (Non-CS)		
Signing Group: Budget Analysts (Non-CS)		
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Deputy Attorney General for Criminal Justice		
Signing Group: Deputy Attorney General for Criminal Justice		
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Karly Watson		
karly.watson@oag.texas.gov		
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Accounting - DocuSign Contracts		
ACC_DocuSign_Contracts@oag.texas.gov		
Signing Group: Accounting - DocuSign Contracts		
Inbox		
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
GCD Contracts		
GCDContracts@oag.texas.gov		
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Joshua Alexander		
Joshua.Alexander@oag.texas.gov		
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/14/2021 3:23:12 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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From time to time, Office of the Attorney General (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Electronic signature

An electronic signature is an electronic identifier, created by a computer, attached to or logically associated with an electronic record, executed or adopted by a person with the intent and with the actual authority to sign the record. Your electronic signature has the same legal force and effect as a manual signature. Your electronic signature constitutes your signature, acceptance, and agreement as if you signed in writing.

Security standards

DocuSign provides security assurance with enterprise-wide ISO 27001:2013 certification, xDTM compliance, as well as SSAE 16, SOC 1 Type 2, SOC 2 Type 2 reports. DocuSign delivers data confidentiality with application level AES 256 bit encryption.

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The Public Information Act, chapter 552 of the Texas Government Code, applies to all information we send and receive. The Public Information Act protects information from public disclosure if it is confidential by any law or rule. If we receive a written request for information, the Public Information Act requires us to publicly disclose requested information that is not confidential by law or rule or otherwise excepted from public disclosure. If you receive any information from us in error, you are not authorized to read, print, retain, copy, or disseminate the information. Any information you receive in error may be confidential information that cannot be disclosed without violating the criminal provisions of the Public Information Act or Texas Penal Code section 39.06. If you receive information in error, please immediately send an e-mail to servicedesk@oag.texas.gov to notify us of the error and delete all copies of the information you received.

Getting paper copies

At any time, you may request from us a paper copy of any record we provided or made available electronically to you through the DocuSign system. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Office of the Attorney General

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: servicedesk@oag.texas.gov

To advise Office of the Attorney General of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at servicedesk@oag.texas.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address.

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

To request paper copies from Office of the Attorney General

To request delivery from us of paper copies of the notices and disclosures we previously provided to you electronically, you must send us an e-mail to servicedesk@oag.texas.gov and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Office of the Attorney General

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to servicedesk@oag.texas.gov and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent. The consequences of your withdrawing consent for online documents will be that transactions may take longer time to process.

Required hardware and software

Supported Browsers:	DocuSign supports the latest stable release (except where noted) of the following browsers: Chrome, Firefox, Safari, Internet Explorer 11+, Windows Edge
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	1024 x 768 minimum (for desktops and laptops)
Enabled Security Settings:	Allow per session cookies. Users accessing the Internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection. Firewall settings must allow access to the following server: https://docucdn-a.akamaihd.net . DocuSign leverages Akamai as a content delivery service to enhance our application's performance.

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Office of the Attorney General as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made

available to me by Office of the Attorney General during the course of my relationship with you.

Commissioners Court - Regular Session**43.****Meeting Date:** 08/24/2021

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
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Attachments*No file(s) attached.*

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Vicky Edwards

Final Approval Date: 07/29/2021

Reviewed By

Becky Pruitt

Date

07/29/2021 10:01 AM

Started On: 07/29/2021 09:49 AM

Commissioners Court - Regular Session**44.****Meeting Date:** 08/24/2021

Awarding IFB #T4442 S. San Gabriel Ranches Subdivision Rd & Drainage Improvements

Submitted For: Joy Simonton**Submitted By:** Andrew Portillo,
Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action on awarding IFB #T4442 S. San Gabriel Ranches Subdivision Road & Drainage Improvements to Terra Path, Inc. and authorizing the execution of the agreement.

Background

The Purchasing Department solicited sealed bids for IFB #T4442 S. San Gabriel Ranches Subdivision Road & Drainage Improvements. Two-Hundred (200) vendors were invited to bid and twelve (12) vendors participated in the solicitation of which four (4) submitted a bid. Terra Path, Inc. is the lowest responsive bidder in the amount of \$1,870,000.00. The low base bid is \$65,294.00 below the Engineer's Estimate, a cost decrease of 3.5%. Point of contact is Terron Evertson. Funding Source is P489.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Award Letter
agreement

Form Review**Inbox****Reviewed By****Date**

Purchasing (Originator)

Joy Simonton

08/19/2021 08:31 AM

County Judge Exec Asst.

Becky Pruitt

08/19/2021 08:33 AM

Form Started By: Andrew Portillo

Started On: 08/04/2021 02:02 PM

Final Approval Date: 08/19/2021



July 30, 2021

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

Subject: Recommendation for South San Gabriel Ranches Subdivision Road and
Drainage Improvements – Bid #T4442

Please find attached the bid tabulations for the subject-referenced project. The bids have been reviewed and the apparent low bid (Terra Path, Inc.) was found to be responsive, mathematically correct, and materially balanced. Following is a summary of the bid totals:

1. Terra Path, Inc. - \$1,870,000.00
2. Austin Underground, Inc. - \$2,049,113.30
3. MA Smith Contracting Co., Inc. - \$2,132,284.51
4. Patin Construction – 2,713,601.50

The Contractor's low base bid is \$65,294.00 below the Engineer's Estimate, a cost decrease of 3.5%.

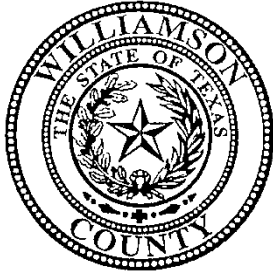
In addition to meeting the bid qualifications subject to being low bidder, Terra Path, Inc. has performed similar work on other projects and received positive references from those contacted. Based on the low bid of \$1,870,000.00 and the previous work experience, I recommend to the Williamson County Commissioners' Court that they award Terra Path, Inc. the contract for the South San Gabriel Ranches Subdivision Road and Drainage Improvements project.

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

Sincerely,

A handwritten signature in blue ink, appearing to read 'J. Terron Evertson', followed by the letters 'JTE' in a bold, blocky font.

J. Terron Evertson, P.E.
County Engineer



Agreement for Construction Services

This Agreement ("Agreement") between Williamson County, Texas, a political subdivision of the State of Texas ("Owner") and Terra Path Inc ("Contractor") is entered into in accordance with the following terms and conditions:

ARTICLE 1 SCOPE OF WORK: The Owner desires to retain Contractor to provide the construction services described herein. The Contractor shall have the overall responsibility for and shall provide complete construction services and furnish all materials, equipment, tools and labor as necessary or reasonably inferable to complete the following described construction services, or any phase of such services, in accordance with the Owner's requirements and the terms of this Agreement (hereinafter collectively referred to as the "Work"):

As described in the IFB Solicitation # T4442, S San Gabriel Ranches Sub Rd & Drainage Improvements; including the specifications set forth therein, which is incorporated herein as if copied in full.

ARTICLE 2 CONTRACT PRICE: Owner agrees to pay to the Contractor, for the satisfactory performance of the Work, the not-to-exceed amount of One million eight hundred seventy thousand dollars and no cents (\$1,870,000.00) in accordance with the terms and conditions of this Agreement.

ARTICLE 3 PLANS AND SPECIFICATIONS: The Work shall be performed pursuant to and in accordance with the following described plans and specifications, as well as any revisions made thereto:

As described in the IFB Solicitation # T4442, S San Gabriel Ranches Sub Rd & Drainage Improvements; including the specifications set forth therein, which is incorporated herein as if copied in full.

Additional Work: Should Owner choose to add additional work, such additional work shall be described in a separate written amendment to this Agreement wherein the additional work shall be described, and the parties shall set forth the amount of compensation to be paid by Owner for the additional work. Contractor shall not begin any additional work and Owner shall not be obligated to pay for any additional work unless a written amendment to this Agreement has been signed by both parties.

ARTICLE 4 SUBSTANTIAL AND FINAL COMPLETION:

4.1 Commencement of Work. Contractor shall commence the Work upon instruction to do so from the Owner and Construction shall be deemed to have commenced on the date of such instruction.

4.2 Substantial Completion. “Substantial Completion” means the stage in the progress of the Work when the Work, or designated portions thereof, may still require minor modifications or adjustments but, in the Owner’s opinion, the Work has progressed to the point such that all parts of the Work under consideration are fully operational and usable for intended purposes, as evidenced by a Certificate of Substantial Completion approved by the Owner. If a Certificate of Occupancy is required by public authorities having jurisdiction over the Work, said certificate shall be issued before the Work or any portion thereof is considered substantially complete. When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall notify Owner’s Designated Representative (sometimes referred to as the “ODR”) and request a determination as to whether the Work or designated portion thereof is substantially complete. If the ODR does not consider the Work substantially complete, the ODR will notify the Contractor giving reasons, therefore. Failure on the Owner’s part to list a reason does not alter the responsibility of the Contractor to complete all Work in accordance with the terms of this Agreement. After satisfactorily completing items identified by Owner’s Designated Representative, the Contractor shall then submit another request for the ODR to determine Substantial Completion. If The ODR considers the Work substantially complete, The ODR will prepare and deliver a certificate of Substantial Completion which shall establish the date of Substantial Completion, shall include a punch list of items to be completed or corrected before final completion and final payment, shall establish the time within which the Contractor shall finish the punch list, and shall establish responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work, warranty and insurance. Failure to include an item on the punch list does not alter the responsibility of the Contractor to complete all Work in accordance with the terms and conditions of this Agreement. The certificate of Substantial Completion shall be signed by the Owner and the Contractor to evidence acceptance of the responsibilities assigned to them in such certificate.

Substantial Completion (as defined in this agreement) for all stages of the Work shall be achieved on or before the following Substantial Completion date:

DATE FOR SUBSTANTIAL COMPLETION: **115 Calendar Days from Notice to Proceed**

Under no circumstances will the time for Substantial Completion exceed this date without a written amendment to this Agreement. **THE TIMES SET FORTH IN THE CONSTRUCTION DOCUMENTS ARE AN ESSENTIAL ELEMENT OF THE AGREEMENT. TIME LIMITS STATED IN THE CONTRACT DOCUMENTS ARE OF THE ESSENCE OF THIS AGREEMENT.**

4.3 Final Completion. The Work shall be fully and finally completed **120 Calendar Days**; provided, however, Owner may extend said time period in the event bad weather affects the progress of the Work. Owner shall, at its sole discretion, determine when the Work has been fully and finally completed to its satisfaction.

4.4 Liquidated Damages. For each consecutive calendar day after the date of Substantial Completion that the Work is not Substantially Complete, the Owner may deduct the amount of **Five Hundred Dollars per day (\$500/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 Owner will sustain for late completion. The parties stipulate and agree that calculating Owner’s actual damages for late completion of the Work would be impractical, unduly burdensome, and cause unnecessary delay and that the amount of daily liquidated damages set forth is reasonable.

ARTICLE 5 PAYMENT:

Contractor shall have a duty to submit to the ODR by the end of each month a statement showing the total value of the Work performed during such month. The statement shall also include the value of all sound materials delivered on the Work site and to be included in the Work and all partially completed Work, whether bid as a lump sum or a unit item, which in the opinion of the ODR is acceptable. The ODR shall examine and approve or modify and approve such statement. The Owner shall then pay the Contractor pursuant to Chapter 2251 of the Texas Government Code ("Texas Prompt Payment Act"), as set forth in Article 11.1 of this Agreement, the total amount of the approved statement less all previous payments and all further sums that may be retained by the Owner under the terms of this Agreement or under the law. **Statements are not considered "received" until reviewed by the ODR and an approved statement is submitted to the Williamson County Auditor's Office; therefore, Contractor must ensure timely delivery of statements for review and processing.**

At any time following the completion of all Work, including all punch list items, cleanup, and the delivery of record documents, the Contractor shall submit a certified application for final payment, including all sums held as retainage if any, to the ODR for its review and approval. Contractor shall submit, prior to or with the application for final payment, final copies of all close out documents, including maintenance and operating instructions, guarantees and warranties, certificates, and all other items required by this Agreement. Contractor shall also submit consent of surety to final payment, an affidavit that all payrolls, bills for materials and equipment, subcontracted work and other indebtedness connected with the Work, except as specifically noted, have been paid or will be paid or otherwise satisfied within the period of time required by Chapter 2251, Texas Government Code. Contractor shall furnish documentation establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of claims arising out of the Agreement. Owner is entitled to rely upon this affidavit and the Contractor may not submit a claim on behalf of a subcontractor or vendor if that claim has not been noted as an exception in the affidavit.

Owner may deduct from the final payment all sums due from Contractor for any reason, Liquidated Damages and all other deductions authorized by this Agreement.

Final payment shall constitute a waiver of all claims by the Contractor except those specifically identified in writing and submitted to the ODR prior to the application for final payment. Provided, however, that the Work shall not be deemed fully performed by the Contractor and closed until the expiration of all warranty periods.

ARTICLE 6 CONTRACTOR'S GENERAL RESPONSIBILITIES AND COVENANTS:

6.1 Contractor shall perform all services specifically allocated to it hereunder, as well as those services reasonably inferable and necessary for completion of the Work. The Contractor shall keep the Owner informed of the progress and quality of the Work. Contractor agrees and acknowledges that Owner is entering into this Agreement in reliance on Contractor's represented expertise and ability to provide the Work described in this Agreement. Contractor 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 Owner in accordance with Owner's requirements and procedures.

6.2 Contractor's duties as set forth herein shall at no time be in any way diminished by reason of any approval by the Owner nor shall the Contractor be released from any liability by reason of such approval by the Owner, it being understood that the Owner at all times is ultimately relying upon the Contractor's skill and knowledge in performing the services required hereunder.

6.3 Contractor is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. 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.

6.4 Contractor shall be an independent contractor under this Agreement and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions in this agreement which may appear to give Owner the right to direct Contractor as to details of doing the Work herein covered or to exercise a measure of control over the Work shall be deemed to mean that Contractor shall follow the desires of Owner in the results of the Work only. Owner shall not retain or have the right to control the Contractor's means, methods or details pertaining to the Contractor's performance of the Work described herein, nor shall Owner have the power to direct the order in which Contractor's Work is performed under this agreement. Owner and Contractor hereby agree and declare that Contractor is an Independent Contractor and as such meets the qualifications of an Independent Contractor under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, that the Contractor is not an employee of Owner for purposes of this Agreement, and that the Contractor and its employees, agents and sub-subcontractors shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by Owner.

6.5 As part of Contractor obligation to coordinate the Work, Contract shall:

- a. cooperate with the ODR and endeavor to further the interests of the Owner and the Work;
- b. provide an on-site, full-time superintendent for the duration of the Work;
- c. visit the Work site and inspect the existing facilities, systems and conditions to insure an accurate understanding of the existing conditions as required;
- d. at Owner's request, attend public meetings and hearings concerning the development of the Work;
- e. review all drawings, specifications, and other plans as they are developed by the Owner and/or its architect and advise Owner of any error, inconsistency or omission discovered in the drawings, specifications, and other plans;
- f. review the drawings, specifications, and other plans for compliance with all applicable laws and code requirements;
- g. advise Owner of any tests that should be performed;
- h. organize and maintain a competent, full-time staff at the Work site with clearly defined lines of authority and communication as necessary to coordinate construction activities, monitor and direct progress of the Work;
- i. attend Owner's regularly scheduled Work progress meetings and fully advise the ODR of the Work status including schedule, costs, quality and changes;
- j. assist Owner in obtaining building permits and obtain special permits for permanent improvements as required by law; and
- k. shall coordinate, monitor and inspect the Work of subcontractors to ensure conformance with the drawings, specifications, other plans and with the terms of this Agreement.

6.6 Contractor shall identify every subcontractor it intends to use for the Work to the Owner in writing at least ten (10) days before entering into any subcontract. Contractor shall not use any subcontractor to which Owner has a reasonable objection. If Owner does not object to a particular subcontractor with said ten (10) days, such subcontract may be considered acceptable to Owner. Following Owner's acceptance of a subcontractor, that subcontractor shall not be changed without Owner's written consent, which shall not be unreasonably withheld.

6.7 Contractor's designated representative, which is set forth below Contractor's signature herein below, shall be responsible for the day-to-day management of the Work on behalf of Contractor. The designated representative shall be the Owner's primary contact during the Work and shall be available as required for the benefit of the Work and the Owner. The contractor's designated representative shall be authorized to act on behalf of and bind the Contractor in all matters related to the Work including, but not limited to, execution of Change Orders.

6.8 NO ALTERATIONS OR CHANGES SHALL BE MADE, HOWEVER, EXCEPT UPON THE WRITTEN ORDER OF THE OWNER, OR THE ODR.

6.9 Contractor shall promptly correct any defective Work at Contractor's sole expense, unless the Owner specifically agrees, in writing, to accept the Work.

6.10 Contractor shall maintain and deliver the close out documents that describe changes or deviations from the original drawings, specifications and plans that occurred during construction and that reflect the actual "As Built" conditions of the completed Work.

COMMISSIONING AND WARRANTY RESPONSIBILITIES

6.11 Contractor shall provide commissioning, starting and check-out services for the systems installed as a part of the Work prior to completion and acceptance. Operation manuals and instructions will be provided to the Owner, the systems will be demonstrated and training provided to Williamson County's operators upon completion and prior to acceptance.

6.12 Contractor hereby warrants that the materials and equipment provided for the Work will be of good quality and new unless otherwise required or permitted by the Owner; that the construction will be free from faults and defects; and that the construction will conform with the requirements of the plans, specifications, drawings and the terms of this Agreement.

6.13 Contractor shall provide warranty services for the Work for a full **12 months** (30 months for Work involving mechanical services, if any) following Final Completion and final payment. Just before the warranty period expires, Contractor shall attend an on-site meeting with the Owner to ensure that all warranty issues have been identified and properly remedied.

ARTICLE 7 OWNER'S RESPONSIBILITIES

7.1 The Owner shall:

- a. provide the general schedule for the Work provided Owner is of the opinion such schedule is necessary. The general schedule will set forth the Owner's plan for milestone dates and completion of the Work;
- b. identify a person as its ODR who is authorized to act in the Owner's behalf with respect to the Work. The ODR shall examine the documents submitted by the Contractor and shall render decisions on behalf of the Owner to the extent allowed by Texas law;

- c. at Owner's cost, will secure the services of surveyors, soils engineers, existing facility surveys, testing and balancing, environmental surveys or other special consultants to develop such additional information as may be necessary for the design or construction of the Work;
- d. furnish required information and services and shall render approvals and decisions as expeditiously as is consistent with reasonable skill and care and the orderly progress of the Contractor's services and of the Work;
- e. shall have the right to reject any defective Work. Should Contractor refuse or neglect to correct any such Work within a reasonable time after notice, Owner may have the Work corrected and recover all expenses incurred from Contractor on demand; and
- f. Owner shall furnish to the Contractor a sufficient number of plans, drawings and specifications sets.

ARTICLE 8 INSURANCE AND INDEMNITY

8.1 Insurance. The Contractor shall carry insurance in the types and amounts indicated below for the duration of the Agreement, which shall include items owned by Owner in the care, custody and control of Contractor prior to and during construction. Contractor must also complete and file the declaration pages from the insurance policies with Owner whenever a previously identified policy period expires during the term of the Agreement, as proof of continuing coverage. Contractor shall update all expired policies prior to submission of any payment requests hereunder. Failure to update policies shall be reason for payment to be withheld until evidence for renewal is provided to the Owner.

8.1.1 The Contractor shall provide and maintain, until the Work covered in this Agreement is completed and accepted by the Owner, 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 Owner.

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:	\$1,000,000

- 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	

- e. Builder's Risk Insurance
(*all risks*)

An all risks policy shall be in the amount equal at all times to 100% of the Contract Sum. The policy shall include coverage for loss or damage caused by certified acts of terrorism as defined in the Terrorism Risk Insurance Act. The policy shall be issued in the name of the Contractor and shall name his Subcontractors as additional insureds. The Owner shall be named as a loss payee on the policy. The builders risk policy shall have endorsements as follow:

1. This insurance shall be specific as to coverage and not considered as contributing insurance with any permanent insurance maintained on the present premises. If off-site storage is permitted, coverage shall include transit and storage in an amount sufficient to protect property being transported or stored.
2. For renovation projects and or portions of work contained within an existing structure, the Owner waives subrogation for damage by fire to existing building structure(s), if the Builder's Risk Policy has been endorsed to include coverage for existing building structure(s) in the amount described in the Special Conditions. However, Contractor shall not be required to obtain such an endorsement unless specifically required by the Special Conditions., in this Agreement. The aforementioned waiver of subrogation shall not be effective unless such endorsement is obtained.

- f. Umbrella coverage in the amount of not less than \$1,000,000.

8.1.2 The above insurance requirements are not intended to be compounded with the Contractor's standing insurance policies. If the Contractor already has in force insurance policies which provide the required coverage, there is no need to purchase duplicate coverage for this Work.

8.1.3 Policies must include the following clauses, as applicable.

- a. "This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days prior written notice, or ten (10) days for non-payment of premium, has been given to Williamson County."
- b. "It is agreed that the Contractor's insurance shall be deemed primary with respect to any insurance or self-insurance carried by Williamson County for liability arising out of operations under the Agreement with Williamson County."
- c. "Williamson County, its officials, directors, employees, representatives, and volunteers are added as additional insured as respects operations and activities of, or on behalf of the named insured performed under Agreement with the Owner." This is not applicable to the workers' compensation policy.
- d. "The workers' compensation and employers' liability policy will provide a waiver of subrogation in favor of Williamson County."

8.1.4 Workers' Compensation Insurance Coverage:

In the event that Contractor employs any individual to perform any portion of the Work, Contractor shall comply with Texas Labor Code, §406.096, which requires workers' compensation insurance coverage for all employees providing services on a building or construction project for a governmental entity.

- a. Definitions:
 - (1) Certificate of Coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the Duration of the Work.
 - (2) Duration of the Work - includes the time from the beginning of the Work until the Work has been completed and accepted by the Owner.
 - (3) Coverage – Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).
 - (4) Persons providing services relating to the Work ("subcontractor") - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform the Work, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services in relation to the Work. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the Work, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.
- b. The Contractor shall provide Coverage, based on proper reporting of classification codes and payroll amounts and filing of any Coverage agreements, which meets the statutory requirements of Texas labor Code, §401.011(44) for all employees of the Contractor providing services in relation to the Work, for the Duration of the Work.
- c. The Contractor must provide a Certificate of Coverage to the Owner prior to or contemporaneously with the execution of this Agreement.

- d. If the Coverage period shown on the Contractor's current Certificate of Coverage ends during the Duration of the Work, the Contractor must, prior to the end of the Coverage period, file a new Certificate of Coverage with the Owner showing that Coverage has been extended.
- e. The Contractor shall obtain from each person providing services in relation to the Work, and provide to the Owner:
 - (1) a Certificate of Coverage, prior to that person beginning any of the Work, so the Owner will have on file Certificates of Coverage showing Coverage for all persons providing services in relation to the Work; and
 - (2) no later than seven days after receipt by the Contractor, a new Certificate of Coverage showing extension of Coverage, if the Coverage period shown on the current Certificate of Coverage ends during the Duration of the Work.
- f. The Contractor shall retain all required Certificates of Coverage for the Duration of the Work and for one year thereafter.
- g. The Contractor shall notify the Owner in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of Coverage of any person providing services in relation to the Work.
- h. The Contractor shall post on the Work site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services in relation to the Work that they are required to be covered, and stating how a person may verify Coverage and report lack of Coverage.
- i. By signing this Agreement or providing or causing to be provided a Certificate of Coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services in relation to the Work and all persons providing services in relation to the Work will be covered by workers' compensation coverage for the Duration of the Work, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- j. The Contractor's failure to comply with any of these provisions is a breach of Agreement by the Contractor which entitles the Owner to declare the Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

8.1.5 The furnishing of the above listed insurance coverage must be tendered prior to execution of the Agreement, and in no event later than ten (10) calendar days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.

8.1.6 The Contractor shall not cause or allow any of its required insurance to be canceled, nor permit any insurance to lapse during the term of the Agreement or as required in the Agreement. If the Contractor fails to obtain, maintain or renew any insurance required by this Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

8.1.7 The Owner reserves the right to review the insurance requirements set forth in this Article during the effective period of the Agreement and to make reasonable adjustments to the insurance

coverage and their limits when deemed necessary and prudent by the Owner based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.

8.1.8 The Owner shall be entitled, upon request, and without expense, to receive complete copies of the policies with all endorsements and may make any reasonable requests for deletion, or revision or modification of particular policy terms, conditions, limitations, or exclusions, except where policy provisions are established by law or regulation binding upon the Parties or the underwriter of any of such policies. Damages caused by the Contractor and not covered by insurance shall be paid by the Contractor.

8.1.9 Contractor shall be responsible for payment of premiums for all of the insurance coverages required under this Agreement. Contractor further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Contractor is responsible hereunder, Contractor shall be solely responsible for all deductibles and self-insured retentions. **Any deductibles or self-insured retentions over \$0,000 in the Contractor's insurance must be declared and approved in writing by Owner in advance.**

8.1.10 The Contractor shall contractually require each person or entity with whom it contracts to provide services in relation to the Work, to comply with each and every insurance requirement that Contractor must comply with hereunder. More specifically, each person or entity with whom Contractor contracts to provide services on the in relation to the Work must comply with each insurance requirement under this Article 8 just as if such person or entity was the Contractor. Thus, every reference to Contractor under each insurance requirement of this Article 8 shall mean and include each person or entity with whom Contractor contracts to provide services in relation to the Work. If any such person or entity with whom Contractor contracts to provide services in relation to the Work fails to obtain, maintain or renew any insurance required by this Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

8.2 INDEMNITY.

8.2.1 INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE CONTRACTOR SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF OWNER'S CHOOSING), AND HOLD HARMLESS OWNER, AND OWNER'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 WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. 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.

8.2.2 INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF OWNER'S CHOOSING), AND HOLD HARMLESS OWNER, AND OWNER'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 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.

8.3 Except for the obligation of Owner to pay Contractor the Contract Price pursuant to the terms of this Agreement, and to perform certain other obligations pursuant to the terms and conditions explicitly set forth herein, Owner shall have no liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement. Notwithstanding any obligation or liability of Owner to Contractor, no present or future partner or affiliate of Owner or any agent, officer, director, or employee of Owner, Williamson County, or of the various departments comprising Williamson County, or anyone claiming under Owner has or shall have any personal liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement.

ARTICLE 9 BONDS

9.1 Performance Bond. Upon execution of this Agreement, Contractor shall provide a Performance Bond in the amount of 100% of the Contract Price. The surety for a Performance Bond shall meet the requirements of Texas law.

9.2 Payment Bond. Upon execution of this Agreement, Contractor shall provide a Payment Bond in the amount of 100% of the Contract Price, as security for the true and faithful payment in full of all subcontractors and persons performing labor, services, materials, machinery, and fixtures in connection with the Work. The surety for a Payment Bond shall meet the requirements of Texas law.

9.3 Warranty Bond. Upon execution of this Agreement, Contractor shall provide a Warranty Bond in the amount of 20% of the Contract Price, as security for the true and faithful performance of all warranties set forth in Bid Documents and this Agreement.

ARTICLE 10 TERMINATION

10.1 Termination for Cause. If either party commits an Event of Breach (a breach of any of the covenants, terms and/or conditions of this Agreement), the non-breaching party shall deliver written notice of such Event of Breach to the breaching party. Such notice must specify the nature of the Event of Breach and inform the breaching party that unless the Event of Breach is cured within three (3) business days of receipt of the notice, additional steps may be taken to terminate this Agreement. If the breaching party begins a good faith attempt to cure the Event of Breach within three (3) business days, then and in that instance, the three (3) business day period may be extended by the non-breaching party, so long as the breaching party continues to prosecute a cure diligently to completion and continues to make a good faith

attempt to cure the Event of Breach. If, in the opinion of the non-breaching party, the breaching party does not cure the breach within three (3) business days or otherwise fails to make any diligent attempt to correct the Event of Breach, the breaching party shall be deemed to be in breach and the non-breaching party may, in addition to seeking the remedies available hereunder and under the law, terminate this Agreement.

10.2 Termination for Convenience. The Owner may terminate this Agreement for convenience and without cause or further liability upon thirty (30) days written notice to Contractor. In the event of such termination, it is understood and agreed that only the amounts due to Contractor 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 Owner's termination of this Agreement for convenience.

ARTICLE 11 MISCELLANEOUS PROVISIONS

11.1 Interest and Late Payments. Except as otherwise specifically set forth herein, Owner's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Interest charges for any overdue payments shall be paid by Owner 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 Owner'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 an error appears in an invoice/application for payment submitted by Contractor, Owner shall notify Contractor of the error not later than the twenty first (21st) day after the date Owner receives the invoice/application for payment. If the error is resolved in favor of Contractor, Contractor shall be entitled to receive interest on the unpaid balance of the invoice/application for payment submitted by Contractor beginning on the date that the payment for the invoice/application for payment became overdue. If the error is resolved in favor of the Owner, Contractor shall submit a corrected invoice/application for payment that must be paid in accordance with the time set forth above. The unpaid balance accrues interest as provided by Chapter 2251 of the Texas Government Code if the corrected invoice/application for payment is not paid by the appropriate date.

11.2 Assignment; Successors and Assigns. This Agreement is a personal service contract for the services of Contractor, and Contractor's interest in this Agreement, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.

11.3 Captions. The captions of paragraphs in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

11.4 Governing Law and Venue. This Agreement and all of the rights and obligations of the parties and all of the terms and conditions shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas without reference to its conflicts of law provisions. Williamson County where the Work site is located shall be the sole place of venue for any legal action arising from or related to this Agreement or the project in which the Owner is a party.

11.5 Waivers. No delay or omission by either party in exercising any right or power arising from non-compliance or failure of performance by the other party with any of the provisions of this Agreement shall impair or constitute a waiver of any such right or power. A waiver by either party of any covenant or condition of this Agreement shall not be construed as a waiver of any subsequent breach of that or of any other covenant or condition of the Agreement.

11.6 Interpretation. In the event of any dispute over the meaning or application of any provision of the Contract Documents, the Contract Documents shall be interpreted fairly and reasonably, and neither more strongly for or against any party, regardless of the actual drafter of the Contract Documents.

11.7 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

11.8 Appointment. Owner hereby expressly reserves the right from time to time to designate by notice to Contractor a representative(s) to act partially or wholly for Owner in connection with the performance of Owner's obligations. Contractor shall act only upon instructions from the designated representative(s) unless otherwise specifically notified to the contrary.

11.9 Audits. Contractor agrees that Owner 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 Contractor which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Contractor agrees that Owner 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. Owner shall give Contractor reasonable advance notice of intended audits.

11.10 Severability. Should any term or provision of this Agreement be held invalid or unenforceable in any respect, the remaining terms and provisions shall not be affected and this Agreement shall be construed as if the invalid or unenforceable term or provision had never been included.

11.11 No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to Owner, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Owner 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.

11.12 Current Revenues. Under Texas law, a contract with a governmental entity that contains a claim against future revenues is void; therefore, each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

11.13 Compliance with Laws. Contractor 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 Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, Contractor shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

11.14 Sales and Use Tax Exemption. Owner 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 Ann. § 151.309, as amended.

11.15 Texas Public Information Act. To the extent, if any, that any provision in this 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 Owner, 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 information or data furnished to Owner

whether or not the same are available to the public. It is further understood that Owner, its officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Owner, its officers and employees shall have no liability or obligation to Contractor for the disclosure to the public, or to any person or persons, of any software or a part thereof, or other items or data furnished to Owner by Contractor in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

11.16 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 of this Agreement. 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.

11.17 Equal Opportunity in Employment. The parties to this Agreement agree that during the performance of the services under this Agreement they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The parties to this Agreement 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.

11.18 Reports of Accidents. Within 24 hours after Contractor becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the Contractor), whether or not it results from or involves any action or failure to act by the Contractor or any employee or agent of the Contractor and which arises in any manner from the performance of this Agreement, the Contractor shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The Contractor shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Contractor, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Contractor's performance of work under this Agreement.

11.19 Relationship of the Parties. Each party to this Agreement, 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 purposes whatsoever.

11.20 Appropriation of Funds by Owner. Owner believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. Contractor understands and agrees that the Owner's payment of amounts under this Agreement is contingent on the Owner receiving appropriations or other expenditure authority sufficient to allow the Owner, in the exercise of reasonable administrative discretion, to continue to make payments under this Agreement.

11.21 Execution in Counterparts. This Agreement may be executed in counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which together shall constitute one and the same document.

11.22 Entire Agreement. This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by each party to this Agreement. NO

OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE OWNER 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.

BY SIGNING BELOW, the Parties have executed and bound themselves to this Agreement to be effective as of the date of the last party's execution hereof (Effective Date).

OWNER:

WILLIAMSON COUNTY, TEXAS,
a political subdivision of the state of Texas

By: _____

Printed Name: _____

Title: _____

Date: _____

Party Representatives

Owner's Designated Representative ("ODR"):

Phone _____

Fax _____

CONTRACTOR:

Terra Path Inc

By: Marcos Gutierrez

Printed Name: Marcos Gutierrez

Title: Owner

Date: 08/04/2021

Contractor's Designated Representative:

Major Davenport
5811 Blue Bluff Rd
Austin, TX 78724

Phone 512-964-5599

Fax major@terra-path.com

Commissioners Court - Regular Session**45.****Meeting Date:** 08/24/2021

SE Loop- Resolution for Condemnation

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 resolution determining the necessity and authorizing the use of eminent domain to condemn (0.744 acres) required for the construction of SE Loop, and take appropriate action. (Diane Barr, Clyde Barr, Charles R. Barr and Edna Guenzel Barr/ Parcel 69)

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Resolution

Form Review**Inbox**

County Judge Exec Asst.

Reviewed By

Becky Pruitt

Date

08/19/2021 08:42 AM

Form Started By: Charlie Crossfield

Started On: 08/19/2021 08:26 AM

Final Approval Date: 08/19/2021

**IN THE COMMISSIONERS' COURT
OF WILLIAMSON COUNTY, TEXAS**

RESOLUTION

WHEREAS, the Commissioners' Court of Williamson County, Texas, has found and determined that in order to promote the public safety, to facilitate the safety and movement of traffic, and to preserve the financial investment of the public in its roadways, public necessity requires acquisition of fee simple title to that certain tract of land being 0.744 acre (Parcel 69) described by metes and bounds in Exhibit "A" owned by **DIANE BARR, CLYDE BARR, CHARLES R. BARR and EDNA GUENZEL BARR (deceased)** for the purpose of constructing, reconstructing, maintaining, and operating Corridor A-1 (Southeast Loop) roadway improvements ("Project"), excluding all the oil, gas, and sulphur which can be removed from beneath said real property, without any right whatever remaining to the owner of such oil, gas, and sulphur of ingress to or egress from the surface of said real property for the purpose of exploring, developing, or mining of the same, as a part of the improvements to the Project, at such locations as are necessary and that such constructing, reconstructing, maintaining, and operating shall extend across and upon, and will cross, run through, and be upon the hereinafter described real properties; and

WHEREAS, the Commissioners' Court of Williamson County, Texas, has, through agents employed by the said office, entered into bona fide good faith negotiations with the owners of the hereinafter described properties and has failed to agree with the owners on the compensation and damages, if any, due to said owners to acquire the property voluntarily. Now, therefore, the Commissioners' Court of Williamson County, Texas is authorizing the use of its power of eminent domain to condemn property.

BE IT RESOLVED BY THE COMMISSIONERS' COURT OF THE COUNTY OF WILLIAMSON, that the County Attorney or his designated agent be and he is hereby authorized and directed to file or cause to be filed against the owners of any interest in, and the holders of any lien secured by, the following described tracts of land, described in Exhibit "A" attached hereto, a suit in eminent domain to acquire the property interests for the aforesaid purposes; and

It is the intent of the Commissioners' Court that this resolution authorizes the condemnation of all property interests required to complete the construction and maintenance of the Project and associated public purposes. If it is later determined that there are any errors in the descriptions contained herein or if later surveys contain more accurate revised descriptions, the County Attorney is authorized to have such errors corrected or revisions made without the necessity of obtaining a new resolution of the Commissioners' Court authorizing the condemnation of the corrected or revised Property.

BE IT FURTHER RESOLVED that the County Attorney or his designated agent be and he is hereby authorized and directed to incur such expenses and to employ such experts as he shall deem necessary to assist in the prosecution of such suit in eminent domain, including, but not limited to, appraisers, engineers, and land use planners or other required expert consultants.

Adopted this _____ day of _____, 2021.

Bill Gravell, Jr.
Williamson County Judge

EXHIBIT A
PROPERTY DESCRIPTION FOR PARCEL 69

DESCRIPTION OF A 0.744 ACRE (32,402 SQUARE FOOT), PARCEL OF LAND SITUATED IN THE WATKINS NOBLES SURVEY, ABSTRACT NO. 484 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 2.50 ACRE TRACT OF LAND DESCRIBED IN WARRANTY DEED TO CHARLES O. BARR (DECEASED) RECORDED IN VOLUME 848, PAGE 697 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AND NOW APPEARS TO BE VESTED WITH DIANE BARR, CHARLES BARR AND CLYDE BARR AS REFERENCE IN AFFIDAVIT OF HEIRSHIP RECORDED IN DOCUMENT NO. 2003061286 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.744 ACRE (32,402 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod with aluminum cap stamped "ROW 4933" (Grid Coordinates determined as N=10,169,125.93 E=3,192,874.88 TxSPC Zone 4203) set in the proposed easterly Right-of-Way (ROW) line of F. M. 3349 (variable width ROW), being the northerly boundary line of said 2.50 acre tract, same being the southerly boundary line of the remainder of that called 15.00 acre tract of land described in Warranty Deed to Charles Barr and wife, Rosa Barr recorded in Volume 832, Page 303 of the Deed Records of Williamson County, Texas, for the northeasterly corner and **POINT OF BEGINNING** of the herein described parcel, and from which, a 1/2" iron rod found, being an ell corner in said southerly boundary line of the remainder of the 15.00 acre tract, same being the northeasterly corner of said 2.50 acre tract bear S 82°27'38" E, at a distance of 367.25 feet;

- 1) **THENCE**, departing said remainder of the 15.00 acre boundary line, with said proposed easterly ROW line, through the interior of said 2.50 acre tract, **S 07°39'47" W**, for a distance of **207.93** feet to an iron rod with aluminum cap stamped "ROW 4933" set in the southerly boundary line of said 2.50 acre tract, same being the northerly boundary line of that called 2.496 acre tract of land described in Special Warranty Deed to Brian N. Brown recorded in Document No. 2015065368 of the Official Public Records of Williamson County, Texas, for the southeasterly corner of the herein described parcel, and from which, a 1/2" iron rod found, being the southeasterly corner of said 2.50 acre tract and the northeasterly corner of said 2.496 acre tract, also being the southerly boundary line of said remainder of the 15.00 acre tract bears S 82°26'22" E, at a distance of 367.33 feet;
- 2) **THENCE**, departing said proposed easterly ROW line, with the southerly boundary line of said 2.50 acre tract, same being the northerly boundary line of said 2.496 acre tract, **N 82°26'22" W**, at a distance of 155.41 feet, pass a 1/2" iron rod found, and continuing for a total distance of **155.80** feet to a calculated point in the existing easterly ROW line of F.M. 3349 (100' ROW width), being the southwesterly corner of said 2.50 acre tract and the northwesterly corner of said 2.496 acre tract, same being the easterly line of that called 4.1049 acre ROW tract of land described in Deed to the State of Texas recorded in Volume 669, Pg. 340 of the Deed Records of Williamson County, Texas, for the southwesterly corner of the herein described parcel, and from which, a 1/2" iron rod found, being the southwesterly corner of said 2.496 acre tract, same being the southeasterly corner of said 4.1049 acre ROW tract bears, with said existing ROW line, S 07°37'56" W, at a distance of 208.20 feet;

- 3) **THENCE**, with said existing easterly ROW line, same being the easterly line of said 4.1049 acre ROW tract, also being the westerly boundary line of the 2.50 acre tract, **N 07°37'56" E**, for a distance of **207.87** feet to a 1/2" iron rod found, being the northwesterly corner of said 2.50 acre tract, same being the southwesterly corner of said remainder of the 15.00 acre tract, for the northwesterly corner of the herein described parcel, and from which, a TxDOT Type 1 concrete monument found in said existing easterly ROW line, same being the westerly line of said remainder of the 15.00 acre tract, bears **N 07°37'56" E**, at a distance of 8.76 feet, pass a 1/2" iron rod found, and continuing for a total distance of 93.69 feet;
- 4) **THENCE**, departing said existing easterly ROW line, same being said 4.1049 acre ROW line, with the northerly boundary line of said 2.50 acre tract, same being the southerly boundary line of said remainder of the 15.00 acre tract, **S 82°27'38" E**, for a distance of **155.92** feet to the **POINT OF BEGINNING**, containing 0.744 acre, (32,402 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

That I, M Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct and that the property described herein was determined by a survey made on the ground under my direct supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

M. Stephen Truesdale

11 MAY 2021

M Stephen Truesdale
Registered Professional Land Surveyor No. 4933
Licensed State Land Surveyor
Inland Geodetics, LLC
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681



EXHIBIT PLAT TO ACCOMPANY DESCRIPTION

04/15/2021

JOHN KUYKENDALL SURVEY
ABSTRACT No. 378

F.M. 3349 (100' R.O.W. WIDTH)

STATE OF TEXAS
4.1049 ACRES
VOL. 669, PG. 340
D.R.W.C.T.

OSTENSIBLE SURVEY LINE

N07°37'56"E 93.69'

EXISTING ROW LINE

N07°37'56"E 207.87'
(N09°07'E 208.00')

TEXAS POWER AND LIGHT
COMPANY EASEMENT
VOL. 868, PG. 64
D.R.W.C.T.

CHARLES BARR &
WIFE, ROSA BARR
REMAINDER OF 15.00 AC.
VOL. 832, PG. 303
D.R.W.C.T.

S82°27'38"E 155.92'

(S80°58'E 523.60')
S82°27'38"E 523.17'
367.25'

P.O.B.

GRID COORDINATES:
N=10,169,125.93
E=3,192,874.88

(69)
0.744 AC.
32,402 SQ. FT.

PROPOSED ROW LINE
S07°39'47"W 207.93'

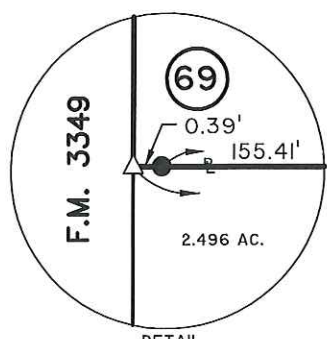
DIANE BARR, CLYDE BARR &
CHARLES R. BARR
2.50 AC.
AFFIDAVIT OF HEIRSHIP
DOC. 2003061286
O.P.R.W.C.T.
DESCRIBED IN DEED TO
CHARLES O. BARR, (DECEASED)
VOL. 848, PG. 697
D.R.W.C.T.

(N80°58'W 523.60')
S82°26'22"E 523.13'
367.33'

WATKINS NOBLES SURVEY
ABSTRACT No. 484

BRIAN N. BROWN
2.496 AC.
DOC. 2015065368
O.P.R.W.C.T.

S07°37'56"W 208.20'
(N09°12'52"E 208.10')



30' ACCESS EASEMENT
Vol. 832, Pg. 316

(S09°07'W 208.00')
N07°38'4"E 208.06'

(S09°04'38"W 207.80')



SCALE
1" = 60'

PARCEL PLAT SHOWING PROPERTY OF
**DIANE BARR, CLYDE BARR
& CHARLES O. BARR**

WILLIAMSON COUNTY

PROJECT
FM 3349

PARCEL 69

PAGE 3 OF 4

EXHIBIT
PLAT TO ACCOMPANY DESCRIPTION

04/15/2021

LEGEND

○	IRON ROD WITH ALUMINUM CAP STAMPED "ROW 4933" SET	P.O.B.	POINT OF BEGINNING
⊙	IRON ROD WITH PLASTIC CAP FOUND - AS NOTED	P.O.R.	POINT OF REFERENCE
●	1/2" IRON ROD FOUND	()	RECORD INFORMATION
■	TXDOT TYPE I CONCRETE MONUMENT FOUND	P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS
⊙	IRON PIPE FOUND	D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
△	CALCULATED POINT	O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
ℙ	PROPERTY LINE	O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
— — —	LINE BREAK		
↔	DENOTES COMMON OWNERSHIP		

I) All bearings shown hereon are based on grid bearing. All distances are surface distances. Coordinates are surface values based on the Texas State Plane Coordinate System, NAD 83, Central Zone.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. 2059024-KFO, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE OCTOBER 9, 2020, ISSUE DATE OCTOBER 19, 2020.

IOG. EASEMENT TO TEXAS POWER AND LIGHT COMPANY RECORDED IN VOLUME 361, PAGE 121, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

H. EASEMENT TO STATE OF TEXAS RECORDED IN VOLUME 669, PAGE 344, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

I. EASEMENT TO TEXAS POWER AND LIGHT COMPANY RECORDED IN VOLUME 868, PAGE 64, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

J. EASEMENT TO TEXAS POWER AND LIGHT COMPANY RECORDED IN VOLUME 1102, PAGE 121, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

K. EASEMENTS AS SET FORTH RECORDED IN VOLUME 832, PAGE 316, AND VOLUME 832, PAGE 326, OF THE DEED RECORDS OF WILLIAMSON COUNTY TEXAS, DO NOT AFFECT.

L. 30 FOOT WIDE EASEMENT AS EVIDENCED BY THAT CERTAIN DEED RECORDED IN VOLUME 832, PAGE 303, OF THE DEED RECORDS OF WILLIAMSON COUNTY TEXAS, DOES NOT AFFECT.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND THAT THE PROPERTY SHOWN HEREON WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

M. Stephen Truesdale 11 MAY 2021

M. STEPHEN TRUESDALE DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS, LLC
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TEXAS 78681



 INLAND GEODETICS PROFESSIONAL LAND SURVEYORS 1504 CHISHOLM TRAIL RD, STE. 103 ROUND ROCK, TX. 78681 PH. (512) 238-1200, FAX (512) 238-1251 FIRM REGISTRATION NO. 100591-00	PARCEL PLAT SHOWING PROPERTY OF DIANE BARR, CLYDE BARR & CHARLES O. BARR		PARCEL 69
	SCALE 1" = 60'	WILLIAMSON COUNTY	
			PAGE 4 OF 4

Commissioners Court - Regular Session**46.****Meeting Date:** 08/24/2021

Sam Bass Road- Rule 11 Agreement

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 Rule 11 Condemnation Settlement Agreement with John W. Speck III and Glenda Neans-Speck for right of way needed on the Sam Bass Road Project. (Parcel 35) Funding Source: Road Bonds P462

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Agreement

Form Review**Inbox**

County Judge Exec Asst.

Reviewed By

Becky Pruitt

Date

08/19/2021 08:43 AM

Form Started By: Charlie Crossfield

Started On: 08/19/2021 08:29 AM

Final Approval Date: 08/19/2021

Sheets & Crossfield, PLLC

ATTORNEYS AT LAW

309 East Main Street • Round Rock, TX 78664-5246

Phone 512-738-8732 (D) • fax 512-255-8986

mylan@scrllaw.com

August 17, 2021

RULE 11 CONDEMNATION SETTLEMENT AGREEMENT

Via e-mail preznik@braungresham.com

Patrick L. Reznik

Braun & Gresham

PO Box 1148

Dripping Springs, TX

(512) 894-5426

(512) 894-3405 (Fax)

Re: Williamson County—Corridor H

Cause No. 21-0844-CC1; *Wilco v. John W. Speck, III and Glenda Neans-Speck*

Parcel No.: 35

Dear Patrick:

Please allow this letter to constitute a Rule 11 Settlement Agreement between Williamson County, Texas ("County") and John W. Speck, III and Glenda Neans-Speck ("your clients") in connection with the project identified herein and the fee simple right of way parcel interest to be acquired as part of the County's Corridor H road improvement project. The terms of this Agreement and the settlement reached are as follows:

1. County agrees to pay, and your clients agree to accept, the total sum of Two Hundred Thousand and No/100 Dollars (**\$200,000**) in compensation to the Condemnees in the above referenced lawsuit for the acquisition of .304 acres sought to be acquired, and any damages to the remaining property of your clients not acquired, with such location and acquisition as further described in County's current pleading on file in this case.

The parties agree that an Agreed Special Commissioners Award in this amount shall be entered by the appointed commissioners at the hearing currently scheduled for August 18, 2021.

2. As additional consideration which shall survive the entry of any Judgment in this case, the parties agree that although the remainder lot after the proposed property acquisition shall be approximately 0.756 acre in size, County shall not prohibit or deny your clients, their successors, or assigns

from obtaining an OSSF or water well construction permit based on failure to meet minimum lot size requirements under TAC 285 or other applicable state or County rules for the remaining lot size which was created by the property acquisition sought in this lawsuit.

3. It is agreed that neither County nor your clients will file objections to the Award of Special Commissioners in this proceeding so long as the Williamson County Commissioners Court approves the \$200,000 settlement amount on or before August 31, 2021.
4. Subject to Williamson County Commissioner Court approval of this agreement, County agrees to deposit \$200,000 within the court's registry on or before September 7, 2021.

If this letter correctly sets forth the terms of our Rule 11 agreement and the settlement reached between the County and your clients, please so indicate by having the appropriate person execute this letter in the space indicated below on behalf of the property owners.

Very truly yours,


Mylan W. Shaunfield
Sheets & Crossfield, PLLC
Attorneys for County

AGREED AND ACCEPTED:


Patrick L. Reznik
Braun & Gresham, PLLC
Attorney for John W. Speck, III and Glenda Neans-Speck

Date: August 17, 2021

AGREED AND ACCEPTED:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

Date: _____

Commissioners Court - Regular Session**47.****Meeting Date:** 08/24/2021

SE Loop Relocation Claim

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 claim for actual moving expenses with Travis and Jennifer Betak for ROW acquired for the SE Loop project (Parcel 95). Funding Source: Road Bonds P463

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
---------	----------	-------------	--------

Attachments

Relo Claim

Form Review**Inbox**

County Judge Exec Asst.

Reviewed By

Becky Pruitt

Date

08/19/2021 08:43 AM

Form Started By: Charlie Crossfield

Started On: 08/19/2021 08:32 AM

Final Approval Date: 08/19/2021

CLAIM FOR ACTUAL MOVING EXPENSES

Print or Type All Information				
1. Name of Claimant(s) Travis L. Betak and Jennifer L. Betak		Parcel No: 95		County: Williamson
				Project: A-1 SE Loop
☒ Residence ☐ Business ☐ Farm ☐ Nonprofit ☐ Sign ☐ Other				
2. Address of Property Acquired by Williamson County: 6601 County Road 101 Taylor, Texas 76574 Claimant's email travis.betak@gmail.com		3. Address Moved To: 1132 Indian Pass Salado, Texas 78671		
4. Occupancy of Property Acquired by Williamson County: From (Date): 2011 To (Date of Move): 05-28-2021		5. Distance Moved: 38 Miles		
☒ Owner/Occupant ☐ Tenant		7. Mover's Name and Address: Armstrong Quality Moving 14150 FM 112 Thrall, Texas 76578		
6. Controlling Dates				
a. First Offer in Negotiation	Mo. 02	Day 09	Yr. 2021	
b. Date Property Acquired	06	30	2021	
c. Date Required to Move	08	06	2021	
8. Property Storage (attach explanation) From (Date): N/A To (Date of Move): N/A		9. Amount of Claim:		
Place Stored (Name and Address): N/A		a. Moving Expenses \$6,250.00		
		b. Reestablishment Expenses \$		
		c. Searching Expenses \$		
		d. Tangible Property Loss \$		
		e. Storage \$		
10. Temporary Lodging (attach explanation) From (Date): N/A To (Date of Move): N/A		f. Temporary Lodging \$		
		g. Total Amount \$6,250.00		
11. All amounts shown in Block 9 were necessary and reasonable and are supported by attached receipts. Pay of this claim is requested. I certify that I have not submitted any other claim for, or received reimbursement for, an item of expense in this claim, and that I will not accept reimbursement or compensation from any other source for any item of expense paid pursuant to this claim. I further certify that all property was moved and installed at the address shown in Block 3, above, in accordance with the invoices submitted and agreed terms of the move and that all information submitted herewith or included herein is true and correct. Claimant 8-12-21 Date of Claim: Claimant 8-12-21				
Spaces Below to be Completed by Williamson County				
I certify that I have examined this claim and substantiating documentation attached herewith and have found it to be true and correct and to conform with the applicable provisions of State law. All items are considered to be necessary reasonable expenses and this claim is recommended for payment as follows:				
Amount of \$ 6,250.00 8-13-2021 Date Relocation Agent Date Williamson County Judge				

Reference # 1141588

Shipper Travis Dethlefs
 Address 1 6015 N. 11th
 Address 2 _____
 City, State, Zip Indianapolis, IN
 Telephone _____



Home • Office • Apartments

14150 FM 112 • Thrall, TX 76578
 (979) 260-4100
 (512) 898-0288
 TXDMV# 006344471C • USDOT #2051747
 MC #1067975

INVOICE _____
 INVOICE DATE: _____
 MOVE TIME: _____
 SALESTREP: _____
 Destination 1132 Indian Pass
 Address 1 _____
 Address 2 _____
 City, State, Zip Salado, TX
 Telephone 512-9256627

Name of the agent that has prepared this document if applicable _____

Agreed P/Up	Agreed Delivery	Actual P/Up	Actual Delivery	TYPE OF PROPOSAL PROVIDED: ☐ Binding ☐ Not-to-exceed
<u>11/27/01</u>	<u>11/27/01</u>	<u>11/27/01</u>	<u>11/27/01</u>	
Guaranteed Dates ☐ Yes ☐ No				

NOTICE: This is a contract for moving services and is subject to the terms and conditions on the front and back of this document and any addendum. Boxes, containers and furniture packed by the shipper are not covered under carrier's liability unless damages through vehicle collision. Scuffs, dings, nicks or scratches are not noted or covered by carrier.

CARRIER'S LIABILITY: A household good carrier's liability for loss or damage to any shipment is 60¢ per pound per article unless the carrier and shipper agree in writing to a greater level of liability. (TX DMV Requires the following to be on all contracts of licensed movers.)

Shipment Description		
Service	Rate	Total
5000 Flat Rate includes Labor and P/U	\$ <u>5,400</u>	\$ <u>5,400</u>
Truck from Taylor to Salado	\$	\$
	\$	\$
	\$	\$
Tractor Move	\$	\$
Tractor 750	\$	\$
Attachments 250	\$	\$
2 hour Labor 250	\$	\$
Mileage Comp	\$ <u>150</u>	\$ <u>150</u>
	\$	\$
Grand Total		\$ <u>6,250</u>

Amendments & Additional Services

Verified Paid
 8-13-2001
 with Heath at
 Armstrong movers.

PLV # 2286 6250
 X Jeff L. Dethlefs

Tips Appreciated!!

I AM RELEASING ARM STRONG MOVERS, LLC FROM ANY WEATHER RELATED ACCIDENTS (Shipper's Signature) _____
 THIS PROPOSAL IS FOR THE LISTED ITEMS AND SERVICES ONLY. ADDITIONAL ITEMS AND SERVICES MAY RESULT IN ADDITIONAL COST.
 Example: cleaning, packing, double handling, re-assembly or special delivery request.

Transportation charges are due prior to unloading at the final destination. Payment shall be made with:

☐ COD ☐ Cashier's Check ☐ Credit Card

THIS IS THE MAXIMUM AMOUNT THE SHIPPER WILL BE REQUIRED TO PAY THE LISTED SERVICES. \$

Shipper's Signature <u>[Signature]</u>	Date <u>11/27/01</u>	Driver's Signature <u>[Signature]</u>	Date <u>11/27/01</u>
The above signed authorizes the above moving services.			
Shipper's Signature <u>[Signature]</u>	Date <u>11/27/01</u>	Driver's Signature <u>[Signature]</u>	Date <u>11/27/01</u>
The above signed accepts delivery of the shipment.			
I will not be present at my shipment's destination but authorizes its delivery. I accept delivery of my shipment.			
Shipper's Signature _____	Date _____	Driver's Signature _____	Date _____

I agree to accept this proposal with an hourly rate quote and do not require the estimated number of hours to complete this proposal.

Shipper's Signature _____ Date _____

Danny Jackson

From: Arm Strong Quality Movers <armstrongqualitymovers@gmail.com>
Sent: Tuesday, May 4, 2021 1:22 PM
To: Danny Jackson
Subject: MOVING QUOTE!!



Armstrong
17810 FM 112
Thrall, TX 76578
www.armstrongqualitymovers.com
Ph: 512-898-0288
Arm Strong Quality Movers
5/4/2021
Reference #: **1141588**

Top Movers in Reliability and Price!

Dear Travis Betak,

Thank You for your interest in Arm Strong Quality Movers, LLC. We pride ourselves in providing you with Great Prices and Excellent Service for the Easiest Move! In response to your request and based on the information you gave us, here is our Price Calculations. ALL ESTIMATES PROVIDED INCLUDES 1 MOVING TRUCK (unless noted below in move summary OR UNDER MISCELLANEOUS ITEMS).

Origin	Taylor, TEXAS
Destination	Salado, TEXAS

Reference #	Customer:	Move Date:
1141588	Travis Betak , 1111111111	5/27/2021

Quote

Based on the information you provided, cost is as follows:

Miscellaneous Items:

* THIS IS YOUR FLAT RATE FOR YOUR MOVE = \$5,000.00

Total Price: \$5,000.00

TOTAL ESTIMATE: \$5,000.00

This Price Includes These Services: * Door To Door Services *Carriers Liability for Loss or Damaged Goods is \$0.60 Per Pound Per Article* BBB A+ RATED*Fully Equitment* PAD/SRINK WRAPPING*SAME DAY SERVICE*DIS/REASSEMBLY OF ITEMS

* This price is a Estimate Only and is Based on the Information Provided by the customer. Any changes made in the list of Items and Added Moving Services will affect the Total Cost of the Move. Should you have any further questions, Please Do Not Hesitate To Call us Directly. ADDITIONAL BOXES ADDED TO MOVE ARE \$2.00 EACH. STAIR CHARGE IS 10% OF TOTAL JOB

(979) 260 4100

(512) 898 0288

heath@armstrongqualitymovers.com

Danny Jackson

To: Jennifer Betak
Subject: RE: Moving Quote (Parcel 95), Travis & Jennifer Betak

Danny Jackson SR/WA, R/W-RAC, R/W-NAC, R/W-URAC
Project Manager
Right of Way of Texas, LLC.
Cell 512-922-5930
danny.jackson@rightofwayoftexas.com
6101 W Courtyard Dr
Bldg. 1, Ste. 125
Austin, Texas 78730

From: Jennifer Betak <jennifer.betak@gmail.com>
Sent: Thursday, May 13, 2021 10:14 AM
To: Danny Jackson <danny.jackson@rightofwayoftexas.com>
Cc: Sam Nassour <sam.nassour@rightofwayoftexas.com>; Travis Betak <travis.betak@gmail.com>; heath@armstrongqualitymovers.com; Cameron Caudle <cam13armstrong@gmail.com>
Subject: Re: Moving Quote (Parcel 95), Travis & Jennifer Betak

Attached is the "Furniture List" of items I gave the movers. They also quoted us on ~250 boxes (not on my list, but needed). This list includes most of the fixtures we agreed to purchase back. We would like the hired movers to move us by the end of May, but will use June to move any remaining items ourselves.

Below are items accidentally left off the list, but we told the movers about them. I think they are included in the estimate, but I am replying to all on this email to double check and be on the same page.

- Laundry - Washer & Dryer
- Kitchen - Refrigerator
- Upstairs office - 4 wooden desktops (attached to wall by metal brackets)
- Upstairs office - rolling, electric-adjusting standing desk/table
- Upstairs office - 4 metal standing shelving units
- Shed - large homemade rolling wood-storage cart
- Shed - 2 workbenches
- Shed - 3 standing metal shelving units (2 are "heavy duty")
- Shed - homemade weight-lifting platform
- Shed - 3 rolling metal tool chests
- Shed - heavy generator (in box)
- Shed - and possibly the Kubota tractor
- backyard - heavy rolling smoker pit
- backyard - large rolling propane grill
- backyard - 2 round patio tables (1 stonetop, 1 glass-top)
- backyard - plastic storage "bench"
- backyard - wooden swing/glider on stand
- backyard - metal glider
- ~250 boxes of items from house and shed combined (quoted in the estimate, but left off of my list)

I believe this is it. Please let me know if you have any more questions.
Thank you,

Taylor Room	Salado Room	Item(s)	Notes	
Foyer	Entry	table		
Foyer	Entry	bench	(stuff inside)	
Foyer	Entry	Coat rack		
Foyer	Garage	Light fixture		
Den	Den	Couch & Love seat		
Den	Den	Brown recliner		
Den		Black recliner		
Den	Den	2 End tables & Coffee Table	remove drawers	
Den	Den	TV and TV stand	heavy, remove inside shelves	
Den	Den	book shelf		
Den	Garage	Ceiling fan		
Dining	Breakfast nook	Table & 6 Chairs	heavy, can disassemble	
Dining	Dinning	Buffet	very heavy, remove shelves & drawers	
Kitchen	Garage	Oven		
Kitchen	Garage	Microwave		
Kitchen	Shed	Various items		
Master Bedroom	Master Bedroom	Bed (headboard & 2 drawers)	heavy, remove drawers	
Master Bedroom	Master Bedroom	2 nightstands	remove drawers	
Master Bedroom	Master Bedroom	Chest of drawers	remove drawers	
Master Bedroom	Master Bedroom	Dresser & Mirror	remove drawers	
Master Bedroom	Master Bedroom	Full length mirror jewelry case	keep upright	
Master Bedroom		treadmill		
Master Bedroom		cat tree		
Master Bedroom		blue recliner		
Back Bedroom	Front Bedroom	Queen bed (and headboard)		
Back Bedroom	Front Bedroom	night stand	remove drawers	
Back Bedroom	Front Bedroom	dresser & Mirror	remove drawers	
Back Bedroom	Front Bedroom	desk and shelf	remove drawers	

Back Bedroom	upstairs	small book case	remove shelf	
Middle Bedroom	Back Bedroom	Full bed (head and foot board)		
Middle Bedroom	Back Bedroom	white bookcase	remove shelves	
Middle Bedroom	Middle Bedroom	chair (glider)		
Middle Bedroom	Middle Bedroom	Corner desk	Can disassemble	
Middle Bedroom	HOUSTON	desk		
Front Bedroom	Upstairs	twin sleigh bed		in window nook
Front Bedroom	Upstairs	large Ikea Desk		in nook by stairs
Front Bedroom	Upstairs	night stand	remove drawer	
Front Bedroom	Upstairs	"wall" desk and 2 shelves		
Front Bedroom	Garage	small wooden bookshelf	remove shelf	(I want to paint it)
Front Bedroom	Office	2 large Ikea bookcases	remove top part and shelves	
Front Bedroom	Office	Rolling Printer stand		
Front Bedroom		4-Drawer Filing Cabinet	empty	
Front Bedroom		2-Drawer Filing Cabinet	not empty, but light & on wheels	
Garage		FastTrack shelving		
Garage		Fridge		
Garage		Freezer		
garage		metal shelf unit		

CERTIFICATION OF ELIGIBILITY

PROJECT: SE Loop

Parcel: 95

Displacee: Travis L. Betak and Jennifer Betak

Individuals, Families and Unincorporated Businesses or Farming Operations

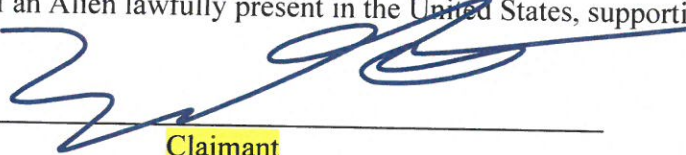
I certify that myself and any other party(ies) with a financial interest in this relocation assistance claim are either:

☒ Citizens or Nationals of the United States

or

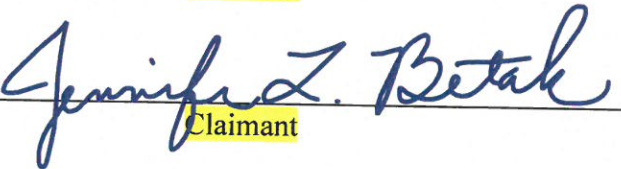
☐ Aliens lawfully present in the United States

* If an Alien lawfully present in the United States, supporting documentation will be required.



Claimant

Date: 7/12/2021



Claimant

Date: 7/12/2021

Incorporated Business, Farm or Nonprofit Organizations

I certify that I have signature authority for this entity and such entity is lawfully incorporated under the applicable state's laws and authorized to conduct business within the United States.

N/A

Claimant

Date:

Commissioners Court - Regular Session**48.****Meeting Date:** 08/24/2021

CR 366 WL Agreement

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 Letter Agreement with D&L Land Development, LLC for a waterline easement needed on CR 366 (Parcel 7WE). Funding Source: Road Bonds P296

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Agreement

Form Review**Inbox**

County Judge Exec Asst.

Reviewed By

Becky Pruitt

Date

08/19/2021 08:44 AM

Form Started By: Charlie Crossfield

Started On: 08/19/2021 08:36 AM

Final Approval Date: 08/19/2021

Sheets & Crossfield, PLLC

ATTORNEYS AT LAW

309 East Main Street • Round Rock, TX 78664-5246

Phone 512-738-8725 (D) • fax 512-255-8986

meghan@scrrlaw.com

August 11, 2021

D&L Land Development, LLC
2950 Joe Dimaggio Blvd.
Round Rock, TX 78665

Re: Williamson County—CR 366
Jonah SUD waterline easement
Parcel No.: 7WE

Dear Mr. Truong:

Please allow this letter to set out my understanding regarding our Agreement for the acquisition of a waterline easement interest in and across portions of your property ("Owner") as part of Williamson County's ("County") proposed CR 366 roadway improvements and related appurtenances and utility adjustments ("Project").

By execution of this letter the parties agree as follows:

1. In return for Owner's delivery to County of a fully executed and acknowledged waterline easement ("Easement") in and across that certain parcel of land totaling 5,488 SF, and in the form as set out in Exhibit "A" attached hereto and incorporated herein, County shall pay Owner the sum of **\$5,270.00** in good funds.

2. This Agreement is being made, and the Easement is being delivered, in lieu of condemnation.

If this meets with your understanding, please execute this letter below and return it to me, and we will have this approved and signed by the County and process this for Closing and payment as quickly as possible.

Please feel free to contact me at any time if you have any questions or concerns about these issues.

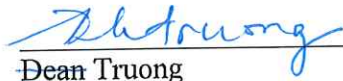
Very truly yours,

A handwritten signature in blue ink, appearing to read 'Meghan Drone', with a long, sweeping horizontal line extending to the right.

Meghan Drone
Sheets & Crossfield, PLLC

AGREED:

D&L LAND DEVELOPMENT, LLC

_____

Dean Truong

Dinh

Date: _____

ACCEPTED AND AGREED:

WILLIAMSON COUNTY, TEXAS

By: _____

Bill Gravell, Jr.

County Judge

Date: _____

EXHIBIT “A” FORM OF EASEMENT FOLLOWS

EXHIBIT A

County: Williamson

Highway: County Road 366

Project Limits: From Carlos G. Parker Blvd. to Chandler Rd.

Page 3 of 8

June 4, 2021

PROPERTY DESCRIPTION FOR EASEMENT 7E

PART 2

COMMENCING at a 1/2-inch iron rod found at the northwest corner of said 50.29 acre (save and except 4.581 acres) tract and the southwest corner of that tract described as 10 acres conveyed to Ronnie C. Zett by Warranty Deed dated September 10, 1991, as recorded in Volume 2055, Page 308, Official Records, Williamson County, Texas (O.R.W.C.T.), being in the east margin of CR 366;

THENCE, S 21°42'37" E, along the west line of said 50.29 acre (save and except 4.581 acres) tract, with the east margin of CR 366, a distance of 549.77 feet to a point, being the northwest corner of this easement, for the **POINT OF BEGINNING**, 66.86 feet right of CR 366 Engineer's Baseline Station 45+68.80, and 245.03 feet left of Carlos G. Parker Engineer's Baseline Station 120+61.37, and having Surface Coordinates of North=10,192,204.14, East=3,205,674.24;

- 1) **THENCE**, S 65°49'00" E, crossing said 50.29 acre (save and except 4.581 acres) tract, a distance of **85.86 feet** to a point, 126.89 feet right of CR 366 Engineer's Baseline Station 45+07.41, and 185.00 feet left of Carlos G. Parker Engineer's Baseline Station 121+22.76, being a north corner of this easement;
- 2) **THENCE**, N 69°49'25" E, crossing said 50.29 acre (save and except 4.581 acres) tract, a distance of **36.79 feet** to a point, 163.67 feet right of CR 366 Engineer's Baseline Station 45+06.58, and 185.00 feet left of Carlos G. Parker Engineer's Baseline Station 121+59.55, being the northeast corner of this easement;
- 3) **THENCE**, S 20°10'33" E, crossing said 50.29 acre (save and except 4.581 acres) tract, a distance of **15.00 feet** to a point in the proposed east right-of-way line of CR 366, 163.33 feet right of CR 366 Engineer's Baseline Station 44+91.58, and 170.00 feet left of Carlos G. Parker Engineer's Baseline Station 121+59.55, being the southeast corner of this easement;
- 4) **THENCE**, S 69°49'25" W, along the proposed east right-of-way line of CR 366, crossing said 50.29 acre (save and except 4.581 acres) tract, a distance of **42.91 feet** to a 1/2-inch iron rod with a "Mcgray & Mcgray" cap set, 120.44 feet right of CR 366 Engineer's Baseline Station 44+92.55, and 170.00 feet left of Carlos G. Parker Engineer's Baseline Station 121+16.65, being a south corner of this easement;

EXHIBIT A

County: Williamson

Highway: County Road 366

Project Limits: From Carlos G. Parker Blvd. to Chandler Rd.

Page 4 of 8

June 4, 2021

PROPERTY DESCRIPTION FOR EASEMENT 7E

- 5) **THENCE, N 65°49'00" W**, along the proposed east right-of-way of CR 366, crossing said 50.29 acre (save and except 4.581 acres) tract, a distance of **76.50 feet** to a 1/2-inch iron rod with a "Mcgray & Mcgray" cap set in the east margin of CR 366, 66.96 feet right of CR 366 Engineer's Baseline Station 45+47.25 and 223.49 feet left of Carlos G. Parker Engineer's Baseline Station 120+61.95, being the southwest corner of this easement;
- 6) **THENCE, N 21°42'37" W**, along the west line of said 50.29 acre (save and except 4.581 acres) tract, with the east margin of said CR 366, a distance of **21.55 feet** to the **POINT OF BEGINNING** and containing 1,816 square feet (0.0417 of one acre) of land, more or less.

Part 1 3,672 square feet (0.0843 of one acre)

Part 2 1,816 square feet (0.0417 of one acre)

Total 5,488 square feet (0.1260 of one acre)

All bearings and coordinates shown are based on the Texas Coordinate System (TCS), Central Zone (4203), North American Datum 1983 (NAD 83) 2011 Adjustment, Epoch 2010.00. All distances and coordinates shown are surface and may be converted to grid by dividing by a combined scale factor of 1.00011. All measurements are in U.S. Survey Feet.

EXHIBIT A

County: Williamson
Highway: County Road 366
Project Limits: From Carlos G. Parker Blvd. to Chandler Rd.

Page 5 of 8
June 4, 2021

PROPERTY DESCRIPTION FOR EASEMENT 7E

A parcel plat of even date was prepared in conjunction with this property description.

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS §

That I, Troy R. Thomas, 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, this the 4th day of June, 2021 A.D.

SURVEYED BY:

McGRAY & McGRAY LAND SURVEYORS, INC.
3301 Hancock Dr., Ste. 6 Austin, TX 78731 (512) 451-8591
TBPELS Survey Firm# 10095500

PRELIMINARY

This document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.

Troy R. Thomas, Reg. Professional Land Surveyor No. 6130
2020/Descriptions/CR 366 Williamson County/Parcel 7E

LEGEND

- FOUND TxDOT TYPE I MONUMENT
- FOUND IRON ROD (1/2" UNLESS NOTED)
- FOUND IRON PIPE (1/2" UNLESS NOTED)
- CALCULATED POINT, NOT SET
- 1/2" IRON ROD W/ "MCGRAY & MCGRAY"
- CAP SET (UNLESS NOTED)
- RECORD INFORMATION
- PROPERTY LINE (OWNERSHIP DIVISION)
- APPROXIMATE SURVEY LINE
- DEED LINE (OWNERSHIP IN COMMON)
- DISTANCE NOT TO SCALE (N.T.S.)
- POINT OF BEGINNING
- POINT OF COMMENCEMENT
- RIGHT-OF-WAY
- NOT TO SCALE
- BUILDING SETBACK LINE
- DEED RECORDS WILLIAMSON COUNTY, TEXAS
- DEED RECORDS WILLIAMSON COUNTY, TEXAS
- OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
- OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
- PLAT RECORDS WILLIAMSON COUNTY, TEXAS
- PARCEL NUMBER FOR R.O.W. ACQUISITION

(XXX)

P.O.B.

P.O.C.

R.O.W.

N.T.S.

B.L.

D.R.W.C.T.

O.R.W.C.T.

O.P.R.W.C.T.

P.R.W.C.T.

(1)

NOTES:

- ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A COMBINED ADJUSTMENT FACTOR OF 1.00011. UNITS: U.S. SURVEY FEET.
- THIS SURVEY WAS PREPARED WITH THE BENEFIT OF A TITLE COMMITMENT PROVIDED BY TITLE RESOURCES GUARANTY COMPANY IN JULY 2020.
- ABSTRACTING AND FIELD SURVEYING WERE PERFORMED FROM JANUARY 2020 THROUGH MAY 2021.
- PLANIMETRICS SHOWN HEREON WERE COLLECTED BETWEEN SEPTEMBER 2017 AND DECEMBER 2017.
- THIS PARCEL PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

PRELIMINARY

This document is not to be used for any purpose other than that for which it was prepared and is not to be used as evidence in any legal proceeding.

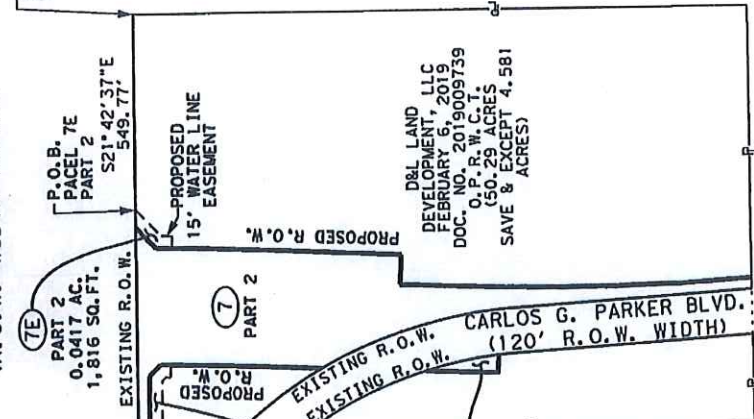
TROY R. THOMAS, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6130

6/4/2021

DATE

W. J. BAKER SURVEY ABSTRACT NO. 65

CR 366
(R.O.W. WIDTH VARIES)



PROPERTY INSET
NOT TO SCALE

LINE	BEARING	DISTANCE
L1	S68°17'07\"W	217.34'

THE SURVEY SHOWN WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. 2022441-GTN ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE MAY 8, 2020, ISSUED DATE MAY 18, 2020.

10. THE FOLLOWING MATTERS AND ALL TERMS OF THE DOCUMENTS CREATING OR OFFERING EVIDENCE OF THE MATTERS:

- JONAH WATER SUPPLY CORP. WATER LINE EASEMENT AS DESCRIBED IN VOLUME 564, PAGE 52, DEED RECORDS, WILLIAMSON COUNTY, TEXAS- UNABLE TO PLOT
- TEXAS POWER & LIGHT COMPANY AND SOUTHWESTERN BELL TELEPHONE ELECTRIC AND/OR TELEPHONE LINES AND SYSTEMS EASEMENT AS DESCRIBED IN VOLUME 600, PAGE 99, DEED RECORDS, WILLIAMSON COUNTY, TEXAS- AFFECTS AS SHOWN
- STATE OF TEXAS EASEMENT FOR HIGHWAY PURPOSES AS DESCRIBED IN VOLUME 766, PAGE 785, DEED RECORDS, WILLIAMSON COUNTY, TEXAS- DOES NOT AFFECT

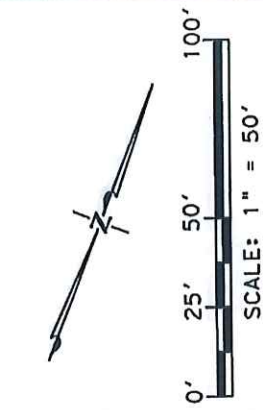
REVISIONS

TOTAL OF PART 1 AND PART 2		
CALCULATED	ACQUISITION	REMAINING
45.71 AC. (1,991,084 SQ. FT.)	N/A	39.54 AC. (1,722,239 SQ. FT.)

MCGRAY & MCGRAY
LAND SURVEYORS, INC.
TBPELS SURVEY FIRM # 10095500
3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
(512) 451-8591
www.mcgray.com

PARCEL PLAT SHOWING
PROPOSED EASEMENT AT
PARCEL 7E
CR 366 - CARLOS G. PARKER BLVD.
TO CHANDLER RD.
WILLIAMSON COUNTY, TEXAS

DATE: JUNE 2021 SCALE: N.T.S



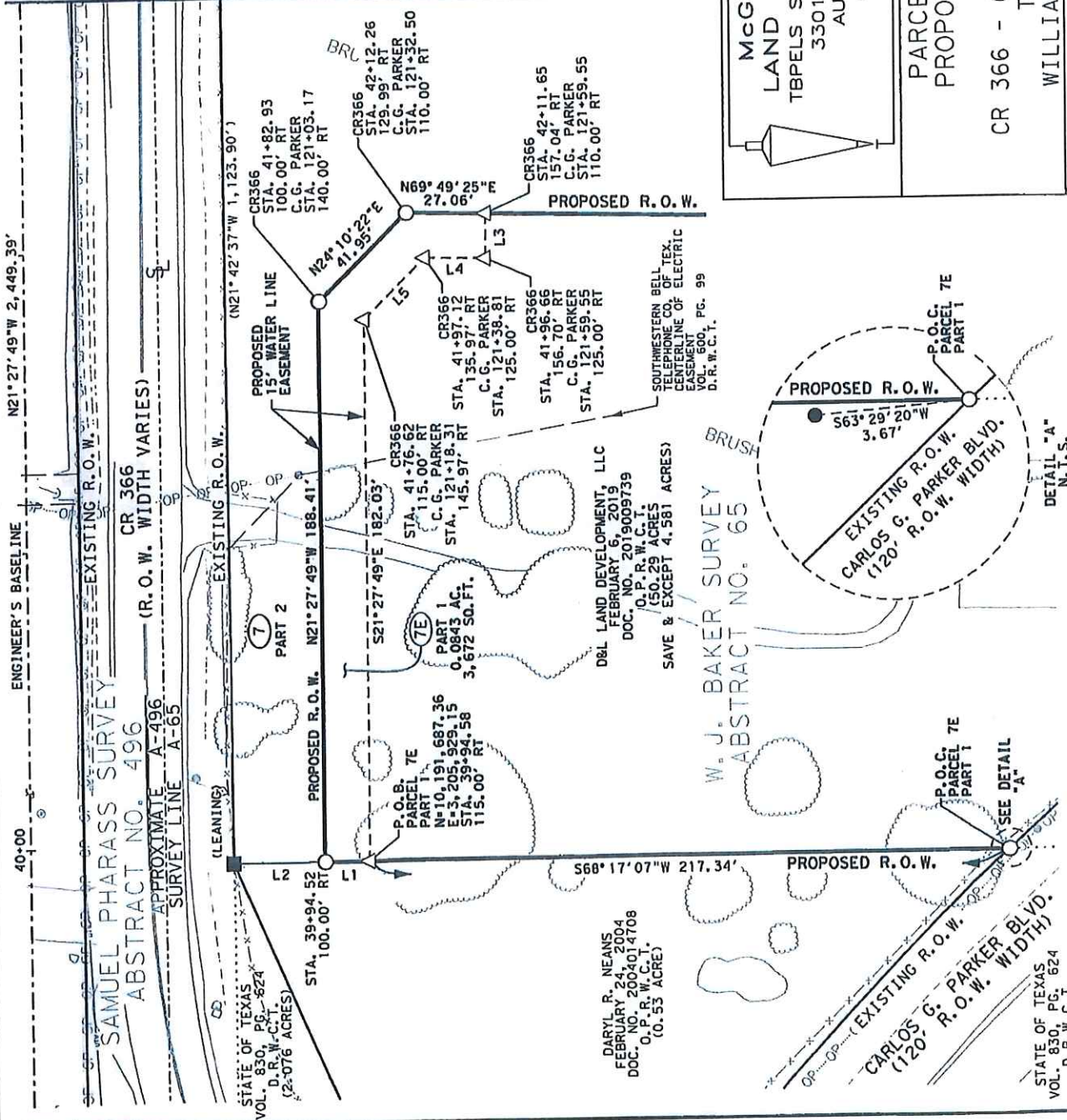
MATCHLINE SEE PAGE 8

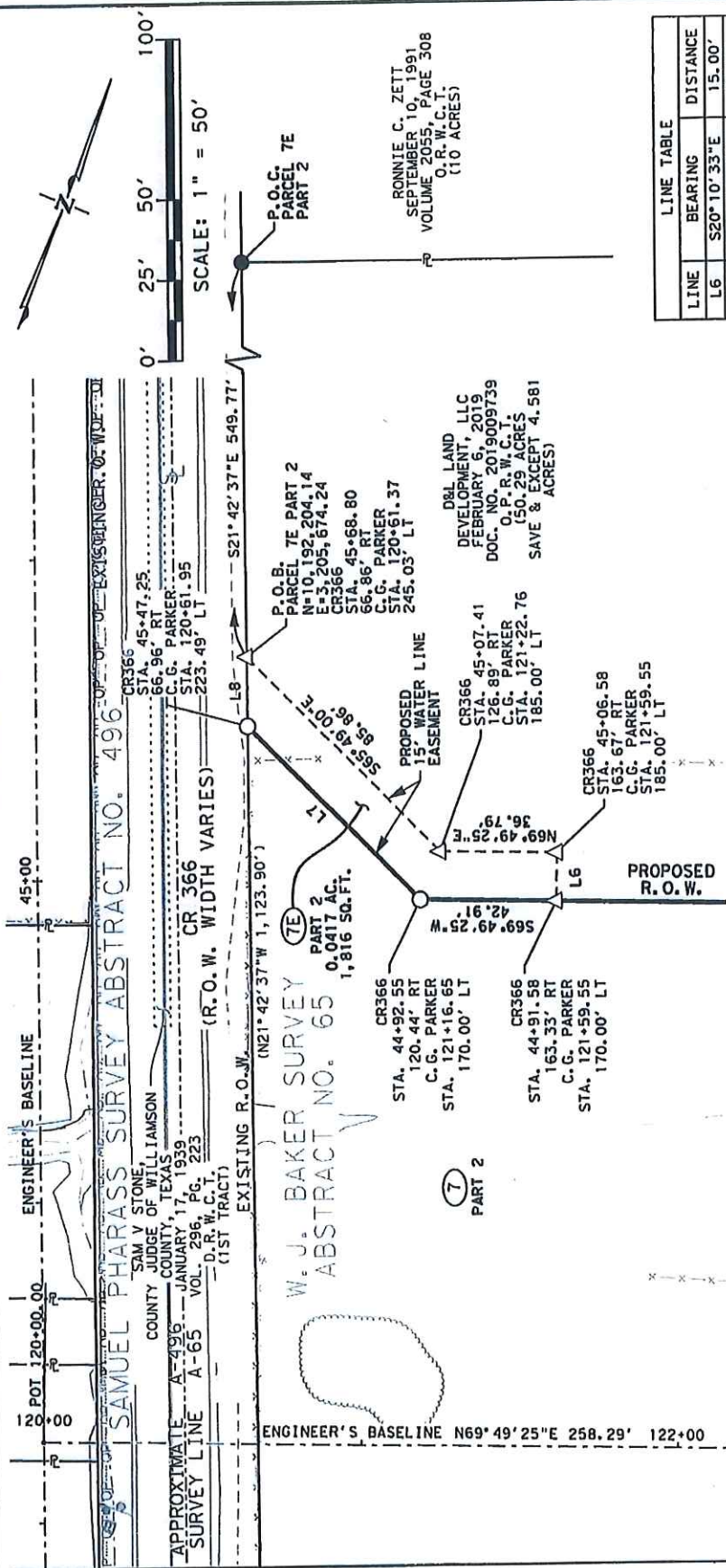
LINE	BEARING	DISTANCE
L1	S68°17'07"W	15.00'
L2	S68°17'07"W	30.67'
L3	S20°10'33"E	15.00'
L4	S69°49'25"W	20.74'
L5	S24°10'22"W	29.33'

McGRAY & McGRAY
LAND SURVEYORS, INC.
 TBPELS SURVEY FIRM # 10095500
 3301 HANCOCK DRIVE #6
 AUSTIN, TEXAS 78731
 (512) 451-8591
 www.mcgray.com

PARCEL PLAT SHOWING
 PROPOSED EASEMENT AT
 PARCEL 7E
 CR 366 - CARLOS G. PARKER BLVD.
 TO CHANDLER RD.
 WILLIAMSON COUNTY, TEXAS

DATE: JUNE 2021 SCALE: 1"=50'





LINE	BEARING	DISTANCE
L6	S20°10'33"E	15.00'
L7	N65°49'00"W	76.50'
L8	N21°42'37"W	21.55'

McGRAY & McGRAY
LAND SURVEYORS, INC.
 TBPELS SURVEY FIRM # 10095500
 3301 HANCOCK DRIVE #6
 AUSTIN, TEXAS 78731
 (512) 451-8591
 www.mcgray.com

**PARCEL PLAT SHOWING
 PROPOSED EASEMENT AT
 PARCEL 7E
 CR 366 - CARLOS G. PARKER BLVD.
 TO CHANDLER RD.
 WILLIAMSON COUNTY, TEXAS**

DATE: JUNE 2021

SCALE: 1"=50'

WATERLINE EASEMENT

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

GRANT OF EASEMENT:

D & L Land Development, LLC, a Texas Limited Liability company ("Grantor", whether one or more), for the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, does hereby grant, sell and convey unto JONAH WATER SPECIAL UTILITY DISTRICT, whose address is 4050 FM 1660, Hutto, Texas 78634, ("Grantee"), an easement and right-of-way ("Easement") upon and across one parcel totaling approximately 0.1260 of one acre (5,488 SF), being the property of Grantor which is more particularly described by metes and bounds and sketch in Exhibit "A" attached hereto, located in Williamson County, Texas; and incorporated herein by reference. (collectively the "Easement Tract").

TO HAVE AND TO HOLD the same perpetually to Grantee and its successors and assigns, together with the rights and privileges and on the terms and conditions set forth below.

Grantor does hereby covenant and agree to WARRANT AND FOREVER DEFEND title to the Easement herein granted, unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

CHARACTER OF EASEMENT:

The Easement is an easement in gross.

PURPOSE OF EASEMENT:

The Easement shall be used for water line purposes, including placement, construction, installation, replacement, repair, inspection, maintenance, relocation, removal, and operation of water distribution and transmission lines and related facilities and appurtenances, or making connections thereto.

The Easement shall also be used for the purpose of providing access for the operation, repair, maintenance, inspection, replacement and expansion of the water distribution and transmission lines and related facilities and appurtenances.

Additionally, Grantor hereby grants and conveys to Grantee a non-exclusive right of ingress and egress over Grantor's adjacent lands for the purpose of which this Easement is granted. However, such right shall only be exercised and allowed if access to the Easement Tract is not otherwise reasonably available from an adjacent public right of way.

DURATION OF EASEMENT:

The Easement shall be perpetual.

EXCLUSIVENESS OF EASEMENT:

The Easement shall be exclusive, and Grantor covenants that Grantor will not convey any other easement or conflicting rights within the Easement Tract. Grantor may alter or otherwise use the surface of the Easement Tract for such purposes that do not interfere with the exercise by Grantee of the rights herein granted provided that the plans for all improvements to be placed in the Easement Tract by Grantor must be approved by Grantee before the improvements are constructed, with such approval not to be unreasonably withheld. Grantee has the right to trim and cut down trees and shrubbery and to remove other improvements and structures to the extent reasonably necessary to prevent interference with the operation or repairs to Grantee's facilities in the Easement Tract, and Grantee will be held harmless by Grantor from any and all claims of Grantor if Grantee exercises such right.

DAMAGES:

The consideration given for this Easement constitutes payment in full for all damage sustained by Grantor by reason of the installation of the improvements referred to herein.

ENCUMBRANCES AND LIENS:

Grantor warrants that no person or business entity owns a present possessory interest in the fee title in the Easement Tract other than Grantor, and that there are no parties in possession of any portion of the Easement Tract as lessees. Furthermore, Grantor warrants that the Easement Tract is free and clear of all encumbrances and liens except the following: N/A

WATER SERVICE:

Grantee and Grantor hereby acknowledge and agree that, effective immediately upon execution of this Easement, Grantee will be deemed to be providing and will be obligated to provide Grantor water service to Grantor's property across which the Easement is located. Grantor acknowledges and agrees that Grantor's ability to receive water from Grantee is subject to payment of all fees and charges due to Grantee under its tariff for such service.

ENTIRE AGREEMENT:

This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representation or modification concerning this instrument shall be of no force and effect except for any subsequent modification in writing, signed by the party to be charged.

BINDING EFFECT:

This Agreement shall bind and inure to the benefit of the respective parties hereto, their heirs, legal representatives, successors and assigns.

ASSIGNABILITY:

This Easement and the rights of Grantee hereunder may be assigned in whole or in part by Grantee.

In witness whereof, this instrument is executed this ____ day of _____, 2021.

[signature page follows]

GRANTOR:

D & L Land Development, LLC, a Texas Limited Liability company

By: Dinh Truong

Printed Name: Dinh Truong

Title: Managing Member

Acknowledgment

STATE OF TEXAS

COUNTY OF WILLIAMSON

This instrument is acknowledged before me on the 12th day of August, 2021, by Dinh Truong in the capacity and for the purposes and consideration recited herein.



Deborah Stearns Murphy
Notary Public, State of Texas
Printed Name: Deborah Stearns Murphy
My Commission Expires: 10-26-2021

Commissioners Court - Regular Session**49.****Meeting Date:** 08/24/2021

Liberty Hill Bypass- Bill of Sale

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 Bill of Sale with Fidel Loza for retained improvements in the acquired right of way for the Williamson County Parkland acquisition.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
---------	----------	-------------	--------

Attachments

Bill of Sale

Form Review**Inbox**

County Judge Exec Asst.

Reviewed By

Becky Pruitt

Date

08/19/2021 08:45 AM

Form Started By: Charlie Crossfield

Started On: 08/19/2021 08:41 AM

Final Approval Date: 08/19/2021

BILL OF SALE

Williamson County Parkland Purchase—Retained Improvements

WILLIAMSON COUNTY, TEXAS ("Seller"), for and in consideration of the payment of ONE THOUSAND and 00/100 Dollars (\$1,000.00), the receipt of which is hereby acknowledged, has CONVEYED, SOLD, TRANSFERRED and DELIVERED, and by these presents does hereby CONVEY, SELL, TRANSFER and DELIVER unto **FIDEL G. LOZA** ("Purchaser"), the following property ("Property") located upon the portions of the real property which have been acquired by Seller for parkland purposes as described in Document No. _____ of the Official Records of Williamson County Texas, said Property described in further detail as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

TO HAVE AND TO HOLD the Property unto Purchaser, its successors and assigns forever, and Seller does hereby bind itself, its successors and assigns, to WARRANT and FOREVER DEFEND, all and singular, title to the Property unto Purchaser, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, by, through or under Seller, but not otherwise.

The Property is conveyed, sold, transferred and delivered "AS IS" and "WITH ALL FAULTS." Seller makes and has made NO REPRESENTATION OR WARRANTY, express or implied, as to the existence, amount, condition, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, or otherwise as to the Property, other than the warranty of title to the Property made herein.

The retained Property items shall be removed from the real property owned by Seller on or before September 29, 2021, subject to approved extensions by Seller, and if not removed by the designated date ownership of all of the Property shall automatically revert to Seller and shall be subject to removal and disposal at any time.

This Bill of Sale contains the entire agreement between Seller and Purchaser pertaining to the Property. No covenant, representation or condition not expressed herein shall be binding upon Seller or Purchaser or shall affect or be effective to interpret, change or restrict the provisions of this Bill of Sale.

This Bill of Sale shall be binding upon and inure to the benefit of Seller, its successors and assigns, and Purchaser, and its successors and assigns.

Executed to be effective this 17 day of August, 2021.

PURCHASER:

SELLER:

WILLIAMSON COUNTY, TEXAS


Fidel G. Loza

By: _____
Bill Gravell, Jr.
County Judge

EXHIBIT "A"

Improvement Detail

<u>Item</u>	<u>Quantity</u>
Covered Carport/canopy	1
Chicken Coop	1
Animal shelter/loafing shed	1

Commissioners Court - Regular Session**50.****Meeting Date:** 08/24/2021

Sam Bass Rd.- Relocation Claims

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 3 separate relocation claims with Bryant Peck, Phillip Sharpnack and Lisa Turner for moving expenses in relation to the right of way acquisition on Parcel 13 (Sam Bass Storage). Funding Source: Road Bonds P 462.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
---------	----------	-------------	--------

Attachments

Peck Claim

Sharpnack Claim

Turner Claim

Form Review**Inbox**

County Judge Exec Asst.

Reviewed By

Becky Pruitt

Date

08/19/2021 08:59 AM

Form Started By: Charlie Crossfield

Started On: 08/19/2021 08:44 AM

Final Approval Date: 08/19/2021

CLAIM FOR ACTUAL MOVING EXPENSES

Print or Type All Information				
1. Name of Claimant(s) Bryant Peck		Parcel No: 13		County: Williamson
				Project: Corridor H/Sam Bass Rd
☒ Individual Storage Unit #103				
2. Address of Property Acquired by Williamson County: 4700 Sam Bass Road Round Rock, Texas 78681 Claimant's Telephone No.: 512-289-2003		3. Address Moved To: 5201 RM 2243 Georgetown, TX 78628		
4. Occupancy of Property Acquired by Williamson County: From (Date): 5/1/21 To (Date of Move): 8/8/21		5. Distance Moved: 5 Miles		
☐ Owner/Occupant ☒ Tenant		7. Mover's Name and Address: Self-Move based off approved fee schedule		
6. Controlling Dates		9. Amount of Claim:		
Mo.	Day	Yr.		
a. First Offer in Negotiation	05	11	2020	
b. Date Property Acquired	05	29	2021	
c. Date Required to Move	11	30	2021	
8. Property Storage (attach explanation) From (Date): N/A To (Date of Move): N/A		a. Moving Expenses \$400.00 b. Reestablishment Expenses \$ c. Searching Expenses \$ d. Tangible Property Loss \$ e. Storage \$ f. Temporary Lodging \$ g. Total Amount \$400.00		
Place Stored (Name and Address): N/A				
10. Temporary Lodging (attach explanation) From (Date): N/A To (Date of Move): N/A				
11. All amounts shown in Block 9 were necessary and reasonable and are supported by attached receipts. Pay of this claim is requested. I certify that I have not submitted any other claim for, or received reimbursement for, an item of expense in this claim, and that I will not accept reimbursement or compensation from any other source for any item of expense paid pursuant to this claim. I further certify that all property was moved and installed at the address shown in Block 3, above, in accordance with the invoices submitted and agreed terms of the move and that all information submitted herewith or included herein is true and correct.				
Bryant Peck Signature Claimant Date of Claim: 8/12/21 Bryant Peck Signature Claimant				
Spaces Below to be Completed by Williamson County				
I certify that I have examined this claim and substantiating documentation attached herewith and have found it to be true and correct and to conform with the applicable provisions of State law. All items are considered to be necessary reasonable expenses and this claim is recommended for payment as follows:				
Amount of \$ 400.00 8-13-2021 Date Relocation Agent				
Date Williamson County Judge				

Parcel 13 Sam Bass Road			Displacee Name <u>Bryant Peck</u>
Tenant Personal Property Relocation Estimate			Unit Number <u>103</u>
Type of Property	Buehler		Comments:
	cost per each		<u>bryant.peck@gmail.com</u>
Passenger Vehicles		\$250.00	
Covered Trailers		\$250.00	
Flatbed Trailers		\$250.00	
Various Boats with Trailers		\$300.00	
Motorhome Bus		\$500.00	
Motorhome		\$400.00	
Box Truck		\$450.00	
Food Truck		\$450.00	
Travel Trailers All Sizes		\$400.00	
8' X 8' Storage Bins (contents only)		\$850.00	
Slide in Truck Camper		\$350.00	
Office Trailer		\$650.00	

CERTIFICATION OF ELIGIBILITY

Project Sam Bass Road
Parcel: 13

Tenant Name: Bryant D. Peck

Unit/Space #: 103

Individuals, Families and Unincorporated Businesses or Farming Operations

I certify that myself and any other party(ies) with a financial interest in this relocation assistance claim are either:

☒ Citizens or Nationals of the United States

or

☐ Aliens lawfully present in the United States

* If an Alien lawfully present in the United States, supporting documentation will be required.

Bryant D. Peck
Signature

Date: 8/3/2021

Signature

Date:

Incorporated Business, Farm or Nonprofit Organizations

I certify that I have signature authority for this entity and such entity is lawfully incorporated under the applicable state's laws and authorized to conduct business within the United States.

N/A

Claimant

Date:

PLEASE COMPLETE, SIGN, DATE AND RETURN

RIGHT OF WAY OF TEXAS, LLC

6101 W. COURTYARD DRIVE, BLDG. 1, STE. 125, AUSTIN, TX 78730
(O) (512) 372-6220 (F) (512) 372-6221

July 23, 2021

Relocation Assistance
Corridor H/Sam Bass Road
Parcel No. 13

UNIT # 103

Bryant D. Peck
2801 S Lakeline Blvd, Apt # 5106
Cedar Park, Texas 78613

Dear Tenant:

The acquisition phase of the Corridor H/Sam Bass Road expansion project is currently underway, and Williamson County completed the purchase of Sam Bass Storage located at 4700 Sam Bass Road. Tenants' personal property located at the storage facility will be required to be moved and you may be entitled to relocation advisory services and reimbursement of moving costs of the personal property items, as explained by your relocation agent.

You will not be required to move your personal property for at least 90 days from the date of this letter. However, possession of this property will be needed by **November 30, 2021**, you will need to remove all property no later than that date.

TO ASSURE THAT YOU DO NOT LOSE ANY ELIGIBLE BENEFITS, PLEASE CONTACT YOUR RELOCATION AGENT PRIOR TO MOVING ANY PERSONAL PROPERTY.

Payment options are as follows:

1. **Fixed Payment:**

- a. Assistance is determined upon evaluation of the type of personal property to be moved.
- b. Your relocation agent will advise you of eligible Fixed Payment moving costs.

2. **Actual and Reasonable Moving Costs and Related Expenses:**

- a. Estimated move costs must be approved before moving any personal property.
- b. Your relocation agent will advise you on documentation required and how to reimburse you for actual and reasonable moving costs.

All costs are limited to personal property only and will not include any costs for moving real property.

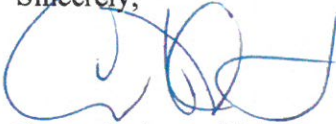
Any person or entity who is not lawfully present in the United States is ineligible for relocation advisory services and relocation payments, unless such ineligibility would result in exceptional and extremely unusual hardship to a qualifying spouse, parent, or child.

Finally, if you are dissatisfied with a determination as to your eligibility for a payment or the amount of any relocation payment, you may request a review of your case by Williamson County.

Please complete the enclosed ACKNOWLEDGMENT BY TENANT and the CERTIFICATION OF ELIGIBILITY and return in the enclosed self-addressed stamped envelope.

Your relocation agent will assist you in preparing the necessary forms and filing your claims for any benefits you may be entitled. Please do not hesitate to contact me if you have questions or need additional information at (512) 922-5930 or email at danny.jackson@rowtx.com.

Sincerely,

A handwritten signature in blue ink, appearing to read 'DJ', is written over the word 'Sincerely,'.

Danny Jackson, SR/WA
Project Manager

Enclosure
Acknowledgment by Tenant
Certification of Eligibility
Return Envelope

cc: Lisa Dworaczyk, Sheets and Crossfield

RIGHT OF WAY OF TEXAS, LLC

6101 W. COURTYARD DRIVE, BLDG. 1, STE. 125, AUSTIN, TX 78730
(O) (512) 372-6220 (F) (512) 372-6221

ACKNOWLEDGMENT BY TENANT

CORRIDOR H/SAM BASS ROAD

PARCEL 13

SAM BASS STORAGE

UNIT # 103

Relocation Advisory Services & Assistance:

I have been given a copy of the 90-day notice which explains the available services and entitlements available to me. I am advised that the Relocation Agent will be available to assist me if any questions arise or assistance is needed.

TENANT ACKNOWLEDGEMENT:

Bryant D. Peck
Signature

8/3/2021
Date

Bryant D. Peck
Print Name

103
UNIT

PLEASE COMPLETE, SIGN, DATE AND RETURN

Danny Jackson

From: Eric Klingemann <eric@sambassstorage.com>
Sent: Tuesday, August 17, 2021 1:04 PM
To: Michelle at Sam Bass Storage <michelle@sambassstorage.com>
Cc: Danny Jackson <danny.jackson@rightofwayoftexas.com>
Subject: Re: Tenants Sam Bass Storage

Yes,

All

Of those customers have moved out and are gone.

Thank you,

Eric Klingemann
512-468-4820

On Mon, Aug 16, 2021 at 12:44 PM Danny Jackson <danny.jackson@rightofwayoftexas.com> wrote:

Michelle, Hi

I needed to confirm with you that the following tenants have terminated their lease agreement and have vacated:

- Unit #103 Bryant Peck
- Unit #M5 Lisa Saenz
- Unit #10 David Horgos

Thanks,

Danny

Danny Jackson SR/WA, R/W-RAC, R/W-NAC, R/W-URAC

Project Manager

Right of Way of Texas, LLC.

Cell 512-922-5930

danny.jackson@rightofwayoftexas.com

6101 W Courtyard Dr

Contact Notes

Project Corridor H/Sam Bass Road
Parcel 13

Unit # 103

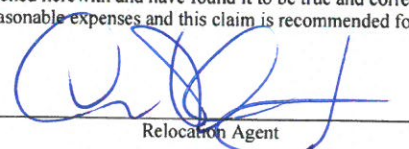
Name Bryant Peck

Phone _____

Email bryant.peck@gmail.com

Date	Comments
8-9-21	Received email from Mr. Peck that he has moved.
8-10-21	Verified move
8-11-21	Emailed claim form for displacee to sign
8-13-21	Received signed claim from displacee.
8-18-21	Sent move claim to S & C for payment

CLAIM FOR ACTUAL MOVING EXPENSES

Print or Type All Information			
1. Name of Claimant(s) <u>Phillip A Sharpnack</u>		Parcel No: 13	County: Williamson
☒ Individual Storage Unit #B05		Project: Corridor H/Sam Bass Rd	
2. Address of Property Acquired by Williamson County: 4700 Sam Bass Road Round Rock, Texas 78681		3. Address Moved To: <u>5 STAR BOAT & RV STORAGE</u> <u>6201 RM 2243</u> <u>Georgetown Texas 78628</u> <u>UNIT #48</u>	
Claimant's Telephone No.: <u>737-932-4096</u>		5. Distance Moved: <u>10</u> Miles	
4. Occupancy of Property Acquired by Williamson County: From (Date): <u>OCT 2017</u> To (Date of Move): <u>JULY 27, 2021</u> ☐ Owner/Occupant ☒ Tenant		7. Mover's Name and Address: Self-Move based off approved fee schedule	
6. Controlling Dates		9. Amount of Claim:	
Mo.	Day	Yr.	
a. First Offer in Negotiation	05	11	2020
b. Date Property Acquired	05	29	2021
c. Date Required to Move	11	30	2021
8. Property Storage (attach explanation) From (Date): N/A To (Date of Move): N/A		a. Moving Expenses \$400.00	
Place Stored (Name and Address): N/A		b. Reestablishment Expenses \$	
10. Temporary Lodging (attach explanation) From (Date): N/A To (Date of Move): N/A		c. Searching Expenses \$	
		d. Tangible Property Loss \$	
		e. Storage \$	
		f. Temporary Lodging \$	
		g. Total Amount \$400.00	
11. All amounts shown in Block 9 were necessary and reasonable and are supported by attached receipts. Pay of this claim is requested. I certify that I have not submitted any other claim for, or received reimbursement for, an item of expense in this claim, and that I will not accept reimbursement or compensation from any other source for any item of expense paid pursuant to this claim. I further certify that all property was moved and installed at the address shown in Block 3, above, in accordance with the invoices submitted and agreed terms of the move and that all information submitted herewith or included herein is true and correct.			
<u>Phillip A Sharpnack</u> Signature Claimant <u>7/27/2021</u> Date of Claim Signature Claimant			
Spaces Below to be Completed by Williamson County			
I certify that I have examined this claim and substantiating documentation attached herewith and have found it to be true and correct and to conform with the applicable provisions of State law. All items are considered to be necessary reasonable expenses and this claim is recommended for payment as follows:			
Amount of \$ 400.00		<u>8-4-2021</u> Date	
		 Relocation Agent	
		 Date Williamson County Judge	

Parcel 13 Sam Bass Road			Displacee Name <u>Phil Sharpnack</u>
Tenant Personal Property Relocation Estimate			Unit Number <u>B 05</u>
Type of Property		Buehler	Comments:
		cost per each	
Passenger Vehicles		\$250.00	
Covered Trailers		\$250.00	
Flatbed Trailers		\$250.00	
Various Boats with Trailers		\$300.00	
Motorhome Bus		\$500.00	
Motorhome		\$400.00	
Box Truck		\$450.00	
Food Truck		\$450.00	
Travel Trailers All Sizes		\$400.00	
8' X 8' Storage Bins (contents only)		\$850.00	
Slide in Truck Camper		\$350.00	
Office Trailer		\$650.00	

737-932-4095
PC Sharp13@gmail.com

CERTIFICATION OF ELIGIBILITY

Project Sam Bass Road
Parcel: 13

Tenant Name: Phillip A Sharpnack

Unit/Space #: B 5

Individuals, Families and Unincorporated Businesses or Farming Operations

I certify that myself and any other party(ies) with a financial interest in this relocation assistance claim are either:

☒ Citizens or Nationals of the United States

or

☐ Aliens lawfully present in the United States

* If an Alien lawfully present in the United States, supporting documentation will be required.

Phillip A Sharpnack
Signature

Date: 7/28/2021

Signature

Date:

Incorporated Business, Farm or Nonprofit Organizations

I certify that I have signature authority for this entity and such entity is lawfully incorporated under the applicable state's laws and authorized to conduct business within the United States.

N/A

Claimant

Date:

PLEASE COMPLETE, SIGN, DATE AND RETURN

RIGHT OF WAY OF TEXAS, LLC

6101 W. COURTYARD DRIVE, BLDG. 1, STE. 125, AUSTIN, TX 78730
(O) (512) 372-6220 (F) (512) 372-6221

ACKNOWLEDGMENT BY TENANT

CORRIDOR H/SAM BASS ROAD

PARCEL 13

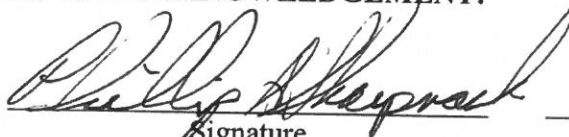
SAM BASS STORAGE

UNIT # B5

Relocation Advisory Services & Assistance:

I have been given a copy of the 90-day notice which explains the available services and entitlements available to me. I am advised that the Relocation Agent will be available to assist me if any questions arise or assistance is needed.

TENANT ACKNOWLEDGEMENT:

 7/28/2021
Signature Date

Phillip A Sharpnack B5
Print Name UNIT

PLEASE COMPLETE, SIGN, DATE AND RETURN

RIGHT OF WAY OF TEXAS, LLC

6101 W. COURTYARD DRIVE, BLDG. 1, STE. 125, AUSTIN, TX 78730
(O) (512) 372-6220 (F) (512) 372-6221

July 23, 2021

Relocation Assistance
Corridor H/Sam Bass Road
Parcel No. 13

UNIT # B5

Phillip Sharpnack
4332 Teravista Club Drive Unit # 63
Round Rock, Texas 78665

Dear Tenant:

The acquisition phase of the Corridor H/Sam Bass Road expansion project is currently underway, and Williamson County completed the purchase of Sam Bass Storage located at 4700 Sam Bass Road. Tenants' personal property located at the storage facility will be required to be moved and you may be entitled to relocation advisory services and reimbursement of moving costs of the personal property items, as explained by your relocation agent.

You will not be required to move your personal property for at least 90 days from the date of this letter. However, possession of this property will be needed by **November 30, 2021**, you will need to remove all property no later than that date.

**TO ASSURE THAT YOU DO NOT LOSE ANY ELIGIBLE BENEFITS, PLEASE
CONTACT YOUR RELOCATION AGENT PRIOR TO MOVING ANY PERSONAL
PROPERTY.**

Payment options are as follows:

1. **Fixed Payment:**
 - a. Assistance is determined upon evaluation of the type of personal property to be moved.
 - b. Your relocation agent will advise you of eligible Fixed Payment moving costs.
2. **Actual and Reasonable Moving Costs and Related Expenses:**
 - a. Estimated move costs must be approved before moving any personal property.
 - b. Your relocation agent will advise you on documentation required and how to reimburse you for actual and reasonable moving costs.

All costs are limited to personal property only and will not include any costs for moving real property.

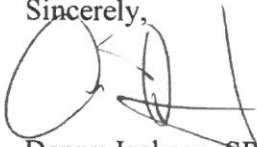
Any person or entity who is not lawfully present in the United States is ineligible for relocation advisory services and relocation payments, unless such ineligibility would result in exceptional and extremely unusual hardship to a qualifying spouse, parent, or child.

Finally, if you are dissatisfied with a determination as to your eligibility for a payment or the amount of any relocation payment, you may request a review of your case by Williamson County.

Please complete the enclosed ACKNOWLEDGMENT BY TENANT and the CERTIFICATION OF ELIGIBILITY and return in the enclosed self-addressed stamped envelope.

Your relocation agent will assist you in preparing the necessary forms and filing your claims for any benefits you may be entitled. Please do not hesitate to contact me if you have questions or need additional information at (512) 922-5930 or email at danny.jackson@rowtx.com.

Sincerely,

A handwritten signature in black ink, appearing to read 'Danny Jackson', written over a circular stamp or seal.

Danny Jackson, SR/WA
Project Manager

Enclosure
Acknowledgment by Tenant
Certification of Eligibility
Return Envelope

cc: Lisa Dworaczyk, Sheets and Crossfield

CLAIM FOR ACTUAL MOVING EXPENSES

Print or Type All Information				
1. Name of Claimant(s) Lisa Turner		Parcel No: 13		County: Williamson
☒ Individual Storage Unit #A06		Project: Corridor H/Sam Bass Rd		
2. Address of Property Acquired by Williamson County: 4700 Sam Bass Road Round Rock, Texas 78681		3. Address Moved To: 55 5201 RM 2243 Georgetown, TX. 78628		
Claimant's Telephone No.: (512) 656-7576		5. Distance Moved: 10 Miles		
4. Occupancy of Property Acquired by Williamson County: From (Date): March 2020 To (Date of Move): July 20, 2021		7. Mover's Name and Address: Self-Move based off approved fee schedule		
☐ Owner/Occupant ☒ Tenant				
6. Controlling Dates		9. Amount of Claim:		
a. First Offer in Negotiation	Mo. 05	Day 11	Yr. 2020	a. Moving Expenses \$400.00
b. Date Property Acquired	Mo. 05	Day 29	Yr. 2021	b. Reestablishment Expenses \$
c. Date Required to Move	Mo. 11	Day 30	Yr. 2021	c. Searching Expenses \$
8. Property Storage (attach explanation) From (Date): N/A To (Date of Move): N/A				d. Tangible Property Loss \$
Place Stored (Name and Address): N/A				e. Storage \$
10. Temporary Lodging (attach explanation) From (Date): N/A To (Date of Move): N/A				f. Temporary Lodging \$
				g. Total Amount \$400.00
11. All amounts shown in Block 9 were necessary and reasonable and are supported by attached receipts. Pay of this claim is requested. I certify that I have not submitted any other claim for, or received reimbursement for, an item of expense in this claim, and that I will not accept reimbursement or compensation from any other source for any item of expense paid pursuant to this claim. I further certify that all property was moved and installed at the address shown in Block 3, above, in accordance with the invoices submitted and agreed terms of the move and that all information submitted herewith or included herein is true and correct.				
7-28-21 Signature Claimant Signature Claimant				
Date of Claim:				
Signature Claimant				
Spaces Below to be Completed by Williamson County				
I certify that I have examined this claim and substantiating documentation attached herewith and have found it to be true and correct and to conform with the applicable provisions of State law. All items are considered to be necessary reasonable expenses and this claim is recommended for payment as follows:				
Amount of \$ 400.00				
8-11-2021 Date [Signature] Relocation Agent				
Date Williamson County Judge				

Parcel 13 Sam Bass Road			Displacee Name <u>Lisa Turner</u>
Tenant Personal Property Relocation Estimate			Unit Number <u>A06</u>
			Comments:
Type of Property		Buehler	
		cost per each	
Passenger Vehicles		\$250.00	
Covered Trailers		\$250.00	
Flatbed Trailers		\$250.00	
Various Boats with Trailers		\$300.00	
Motorhome Bus		\$500.00	
Motorhome		\$400.00	
Box Truck		\$450.00	
Food Truck		\$450.00	
Travel Trailers All Sizes		\$400.00	
8' X 8' Storage Bins (contents only)		\$850.00	
Slide in Truck Camper		\$350.00	
Office Trailer		\$650.00	

CERTIFICATION OF ELIGIBILITY

Project Sam Bass Road

Parcel: 13

Tenant Name: Lisa Turner

Unit/Space #: A6

Individuals, Families and Unincorporated Businesses or Farming Operations

I certify that myself and any other party(ies) with a financial interest in this relocation assistance claim are either:

☒ Citizens or Nationals of the United States

or

☐ Aliens lawfully present in the United States

* If an Alien lawfully present in the United States, supporting documentation will be required.


Signature

Date: 7-28-21

Signature

Date:

Incorporated Business, Farm or Nonprofit Organizations

I certify that I have signature authority for this entity and such entity is lawfully incorporated under the applicable state's laws and authorized to conduct business within the United States.

N/A

Claimant

Date:

PLEASE COMPLETE, SIGN, DATE AND RETURN

RIGHT OF WAY OF TEXAS, LLC

6101 W. COURTYARD DRIVE, BLDG. 1, STE. 125, AUSTIN, TX 78730
(O) (512) 372-6220 (F) (512) 372-6221

ACKNOWLEDGMENT BY TENANT

CORRIDOR H/SAM BASS ROAD

PARCEL 13

SAM BASS STORAGE

UNIT # A6

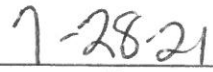
Relocation Advisory Services & Assistance:

I have been given a copy of the 90-day notice which explains the available services and entitlements available to me. I am advised that the Relocation Agent will be available to assist me if any questions arise or assistance is needed.

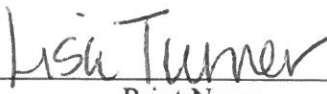
TENANT ACKNOWLEDGEMENT:



Signature



Date



Print Name



UNIT

PLEASE COMPLETE, SIGN, DATE AND RETURN

RIGHT OF WAY OF TEXAS, LLC

6101 W. COURTYARD DRIVE, BLDG. 1, STE. 125, AUSTIN, TX 78730
(O) (512) 372-6220 (F) (512) 372-6221

July 23, 2021

Relocation Assistance
Corridor H/Sam Bass Road
Parcel No. 13

UNIT # A6

Lisa Turner
3002 Cashell Wood Drive
Cedar Park, Texas 78613

Dear Tenant:

The acquisition phase of the Corridor H/Sam Bass Road expansion project is currently underway, and Williamson County completed the purchase of Sam Bass Storage located at 4700 Sam Bass Road. Tenants' personal property located at the storage facility will be required to be moved and you may be entitled to relocation advisory services and reimbursement of moving costs of the personal property items, as explained by your relocation agent.

You will not be required to move your personal property for at least 90 days from the date of this letter. However, possession of this property will be needed by **November 30, 2021**, you will need to remove all property no later than that date.

TO ASSURE THAT YOU DO NOT LOSE ANY ELIGIBLE BENEFITS, PLEASE CONTACT YOUR RELOCATION AGENT PRIOR TO MOVING ANY PERSONAL PROPERTY.

Payment options are as follows:

1. **Fixed Payment:**
 - a. Assistance is determined upon evaluation of the type of personal property to be moved.
 - b. Your relocation agent will advise you of eligible Fixed Payment moving costs.
2. **Actual and Reasonable Moving Costs and Related Expenses:**
 - a. Estimated move costs must be approved before moving any personal property.
 - b. Your relocation agent will advise you on documentation required and how to reimburse you for actual and reasonable moving costs.

All costs are limited to personal property only and will not include any costs for moving real property.

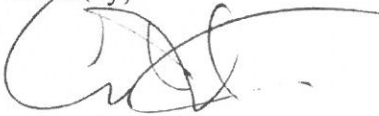
Any person or entity who is not lawfully present in the United States is ineligible for relocation advisory services and relocation payments, unless such ineligibility would result in exceptional and extremely unusual hardship to a qualifying spouse, parent, or child.

Finally, if you are dissatisfied with a determination as to your eligibility for a payment or the amount of any relocation payment, you may request a review of your case by Williamson County.

Please complete the enclosed ACKNOWLEDGMENT BY TENANT and the CERTIFICATION OF ELIGIBILITY and return in the enclosed self-addressed stamped envelope.

Your relocation agent will assist you in preparing the necessary forms and filing your claims for any benefits you may be entitled. Please do not hesitate to contact me if you have questions or need additional information at (512) 922-5930 or email at danny.jackson@rowtx.com.

Sincerely,



Danny Jackson, SR/WA
Project Manager

Enclosure
Acknowledgment by Tenant
Certification of Eligibility
Return Envelope

cc: Lisa Dworaczyk, Sheets and Crossfield

Commissioners Court - Regular Session**51.****Meeting Date:** 08/24/2021

August 24th 2021 Budget Modification Voting Workshop

Submitted By: Ashlie Holladay, Budget Office**Department:** Budget Office**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

2021 - 2022 Budget Modification Voting Session

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

August 24th 2021 BMVS

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Ashlie Holladay

Final Approval Date: 08/19/2021

Reviewed By

Becky Pruitt

Date

08/19/2021 11:49 AM

Started On: 08/18/2021 02:44 PM

2021 - 2022 GENERAL FUND PRELIMINARY PROPOSED BUDGET

General Fund Budget Office Recommendations \$ 243,337,737.00

SUBTOTAL

\$ 243,337,737.00

SPONSORED ITEMS FOR COURT CONSIDERATION 8/24/21

SO New Position in Relation to SB111	\$	81,271.43	\$	-
SO Tahoes Not Received in FY 21	\$	105,755.00		
Detective Stipend / Removal of Detective L2 Grade from L Chart	\$	14,275.64	\$	-
Const Pct #2 / Computer Not Received in FY 21	\$	1,100.00	\$	-

SPONSORED ITEMS FOR COURT CONSIDERATION 8/17/21

Supplemental Pay	\$	232,181.25	\$	232,181.25	Approved 8/17/2021
SO - Assistant Chiefs 10% Increase	\$	32,335.00	\$	24,000.00	Approved 8/17/2021
Civil Service Fiscal Impact / Professional Svcs.	\$	50,000.00	\$	50,000.00	Approved 8/17/2021
HR - Generalist I B26 \$48,226.35 or \$50,155.40 with 4% COLA to assist with Lateral Moves 409/Misc.	\$	80,760.43	\$	80,760.43	Approved 8/17/2021
Non Departmental - Professional Services / Investment Advisory Contract w/Hilltop Services / Prof Svcs	\$	80,000.00	\$	80,000.00	Approved 8/17/2021
Additional Bilingual Stipends (countywide) 409 /Misc.	\$	112,000.00	\$	112,000.00	Approved 8/17/2021
Remove Pay Increase for PCN 0641 First Assistant County Auditor salary increase; Grade B38	\$	(9,134.68)	\$	(9,134.68)	Approved 8/17/2021
Additional Pay Increase for PCN 0639 County Auditor	\$	3,634.78	\$	3,634.78	Approved 8/17/2021
FTO Pay	\$	30,090.69	\$	30,090.69	Approved 8/17/2021

SPONSORED ITEMS FOR COURT CONSIDERATION 8/10/21

Constable Pct #4 - Defibrillators \$1495 each + \$75 Shipping	\$	15,025.00	\$	15,025.00	Approved 8/10/2021
SO - Additional 2% COLA for a total of 6% COLA on L Chart (in addition to step)	\$	400,873.45	\$	400,873.45	Approved 8/10/2021
HR - Generalist II for Civil Service B28 \$53,279.74 or \$55,410.93 with 4% COLA	\$	89,268.35	\$	89,268.35	Approved 8/10/2021
HR - Generalist I B26 \$48,226.35 or \$50,155.40 with 4% COLA	\$	80,760.43	\$	80,760.43	Approved 8/10/2021
JP#3 Staffing - Court Clerk II B19 or \$34,126.47 with 4% COLA	\$	57,627.16	\$	57,627.16	Approved 8/10/2021
County Clerk - Remote Birth Certificate Printing	\$	3,000.00	\$	3,000.00	Approved 8/10/2021
Non Departmental - Additional Funding for Personal Liability and Property Insurance	\$	1,000,000.00	\$	1,000,000.00	Approved 8/10/2021
DA - Appellate Prosecutor B37 at 15% above the bottom of the grade \$95,566.70 + 4% COLA or \$99,389.37	\$	148,951.86	\$	148,951.86	Approved 8/10/2021
DA - Child Abuse Prosecutor B37 at 15% above the bottom of the grade \$95,566.70 + 4% COLA or \$99,389.37	\$	148,951.86	\$	148,951.86	Approved 8/10/2021
DA - Remove 4% COLA on above DA Positions	\$	(9,467.24)	\$	(9,467.24)	Approved 8/10/2021
PCN 0641 First Assistant County Auditor salary increase; Grade change to B39	\$	9,134.68	\$	9,134.68	Approved 8/10/2021
PCN 0969 Senior Director Infrastructure salary increase	\$	10,434.96	\$	12,932.46	Approved 8/10/2021
EMS - Two Tahoes Not Received in FY 21	\$	104,700.00	\$	104,700.00	Approved 8/10/2021
Constable Pct. #4 - 2 Tahoes Not Received in FY 21	\$	121,922.00	\$	121,922.00	Approved 8/10/2021
Elected Officials' Salary Increase	\$	116,215.12	\$	116,215.12	Approved 8/3/2021
IT - IT System Support Specialist for Extended Service Hours B25 \$45,886.76 or \$47,722.23 with 4% COLA	\$	73,072.44	\$	73,072.44	Approved 8/10/2021

ITEMS REMAINING FOR SPONSORSHIP

None

ITEMS REMOVED FROM DISCUSSION

SO - L Chart for SO Only / 1% Above the Median	\$	2,507,926.00	\$	-	
Transfer Court Clerk II from JP Office	\$	-	\$	-	
All Other L Chart Departments / 1% Above the Median	\$	969,531.00	\$	-	
L Chart - Removal of 4% Increase	\$	(796,194.19)	\$	-	
DA - Remove 15% above bottom of the grade to stay within policy B37 at \$83,101.48 + 4% COLA	\$	(32,106.24)	\$	-	
SO - Chiefs and Assistant Chiefs	\$	107,567.00	\$	-	
SO - Additional 2% COLA for L Chart	\$	400,873.45	\$	-	Motion Failed 8/17/2021

SUBTOTAL	\$	6,342,336.63	\$	2,976,500.04	
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GRAND TOTAL			\$	246,314,237.04	
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2021 - 2022 ROAD AND BRIDGE FUND PRELIMINARY PROPOSED BUDGET

Road & Bridge Fund Budget Office Recommendations			\$	44,298,593.00	
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SUBTOTAL			\$	44,298,593.00	
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SPONSORED ITEMS FOR COURT CONSIDERATION 8/10/21

Transfer to Capital Projects 000777	\$	564,168.00	\$	564,168.00	Approved 8/10/2021
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ITEMS REMAINING FOR SPONSORSHIP

CIP (Sand Shed)	\$	1,500,000.00			
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SUBTOTAL	\$	2,064,168.00	\$	564,168.00	
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GRAND TOTAL			\$	44,862,761.00	
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2021 - 2022 DEBT SERVICE FUND PRELIMINARY PROPOSED BUDGET

Debt Service Fund Budget Office Recommendations			\$	152,869,074.00	
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TOTAL			\$	152,869,074.00	
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GENERAL FUND, ROAD & BRIDGE FUND and DEBT SERVICE FUND TOTAL			\$	444,046,072.04	
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Commissioners Court - Regular Session**52.****Meeting Date:** 08/24/2021

FY 2021/2022 Proposed Budget Order

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 the FY 21/22 Budget Order.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

FY 2021/2022 Proposed Budget Order - Track Changes

FY 2021/2022 Proposed Budget Order - No Markup

Form Review**Inbox**

County Judge Exec Asst. (Originator)

Form Started By: Andrea Schiele

Final Approval Date: 08/18/2021

Reviewed By

Becky Pruitt

Date

08/18/2021 12:36 PM

Started On: 08/18/2021 11:13 AM

**STATE OF TEXAS
COUNTY OF WILLIAMSON
AN ORDER ADOPTING THE 2021/2022 COUNTY BUDGET**

WHEREAS, the Williamson County Commissioners Court is authorized and required to adopt an annual budget for all Williamson County officials and their departments after due consideration;

WHEREAS, the Williamson County Commissioners Court did invite and encourage public participation from county officers, precinct officers, department heads, and the general public, as to the various needs of the citizens of Williamson County for the fiscal year 2021/2022;

WHEREAS, the Williamson County Commissioners Court, after a full discussion of the needs, did make changes in the proposed budget filed by the County Judge in accordance with law; NOW

THEREFORE, BE IT ORDERED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT that the proposed budget filed by the County Budget Officer and amended by the Commissioners Court be adopted with the following provisions:

POLICIES RELATED TO COMPENSATION AND BENEFITS

I. SALARIES

1. Salaries for County and Precinct Officials are set as follows:

a)	Judge of the County Court	136,276.40 per year
b)	Judge of the County Court at Law #1	156,999.96 per year
c)	Judge of the County Court at Law #2	170,999.96 per year
d)	Judge of the County Court at Law #3	184,999.88 per year
e)	Judge of the County Court at Law #4	184,999.88 per year
f)	County Attorney	168,178.14 per year
g)	County Sheriff	137,673.64 per year
h)	County Clerk	112,883.16 per year
i)	County Tax Assessor/Collector	117,386.36 per year
j)	District Clerk	112,883.16 per year
k)	County Treasurer	108,609.28 per year
l)	Each County Commissioner	110,967.48 per year
m)	Each Justice of the Peace	98,785.96 per year
n)	Each Constable	98,785.96 per year

2. The number of employee positions established and authorized for each official and/or department, the maximum allowable salary for each position, and the job titles are reflected in the annual approved county budget filed with the County Clerk.

II. HOLIDAYS

The established holiday schedule for paid holidays for the 2021/2022 budget year is as follows:

Veterans Day	Thursday	November 11, 2021
Thanksgiving Holiday	Thursday Friday	November 25, 2021 November 26, 2021
Christmas Holiday	Thursday Friday	December 23, 2021 December 24, 2021
New Year's Holiday	Friday	December 31, 2021
Martin Luther King Day	Monday	January 17, 2022
President's Day	Monday	February 21, 2022
Good Friday	Friday	April 15, 2022
Memorial Day	Monday	May 30, 2022
Independence Holiday	Monday	July 4, 2022
Labor Day	Monday	September 5, 2022

See Addendum: The Williamson County Employee Policy Manual (December 15, 2020). Contains the policies for employee usage of paid holiday time as well as other policies affecting payroll related matters.

III. SUPPLEMENTAL PAY

Williamson County recognizes the following supplemental pay additives. The departments/offices are responsible for ensuring that the employees selected meet all of the requirements established by their offices. Please note that total amounts may not be exact due to the rounding within our systems.

1. Field Training Officer Pay (FTO) –Designated positions listed below will be paid \$150 per month.

Sheriff's Office – Maximum of 19 positions, including two CID

Corrections – Maximum of 24 positions

Emergency Medical Services – Maximum of 20 positions

Mobile Outreach Team – Maximum of 2 positions

- Maximum of 1 position to train medical students for 6 months

2. Supplemental Pay - Designated positions will be paid amount listed per month.

Sheriff's Office – Maximum of 10 positions for CIT at \$250 per month
- Maximum of 32 positions for Detectives at \$350 per month

Corrections – Maximum of 16 positions for Bailiff at \$250 per month
- Maximum of 2 positions for Detective at \$350 per month.
– Maximum of 4 positions for Lead Control Room Officer at \$250 per month
– Maximum of 1 position for Paramedic at \$700 per month

3. Training Specialist Supplemental Pay - Designated positions will be paid \$100 per pay period.

Emergency Communications – Maximum of 16 positions

4. On-Call Pay – Specific positions listed below are classified as eligible for on-call pay due to the demand for after hour services. ~~All Corrections and Sheriff's Office positions are to be paid by the Sheriff Office's State and Local Forfeiture Fund and a~~ All District Attorney positions are to be paid by the District Attorney's Asset Forfeiture Funds.

District Attorney's Office – Maximum of 1 Asst. District Attorney, \$600 per week

Facilities Maintenance – Maximum of 2 non-exempt positions, \$100 per week

Technology Services – Maximum of 1 position, \$200 per week

Emergency Management – Maximum of 1 non-exempt position, \$100 per week

Sheriff's Office – Maximum of ~~245 positions~~ Detectives, \$100 per week

Maximum of 1 Sergeant, \$100 per week

Maximum of 1 Crime Scene, \$100 per week

Maximum of 1 Animal Control Officer, \$100 per week

Maximum of 1 Livestock Deputy, \$100 per week

Maximum of 1 Victims Assistance, \$100 per week

Corrections - Maximum of 4 Commissioned Corrections Officers, \$100 per week

5. Board Certification by the Texas Board of Legal Specialization Supplemental Pay - This supplement is paid by the office listed below to all attorneys who maintain certification by the Texas Board of Legal Specialization.

District Attorney – Maximum of 18 positions, \$5,000 per employee to be paid equally over 26 pay periods out of the District Attorney Asset Forfeiture Fund

6. Board Supplements – Designated positions will be paid for serving on a specific board(s).

Juvenile Board – County Judge and District Judges (5), \$400 per month.

Judicial Board – Maximum of 1 position in the Magistrate Office, \$2500 per year, paid equally over 26 pay periods.

7. County Supplements – Williamson County portion of elected state positions.

District Attorney – 1 position, \$18,000, paid equally over 26 pay periods

District Judges – 5 positions, \$13,200 per year, paid equally over 26 pay periods.

8. Court Admin Supplement – Paid to the Court Admin of the presiding District Judge, for additional duties. 1 position, \$5,500 per year, paid equally over 26 pay periods.

9. Senior Associate Judge Stipend – A Judge, designated by the District and County Court at Law Judges, who oversees Pre-Trial Services shall receive a stipend of \$2,500, paid equally over 26 pay periods.

IV. CATASTROPHIC EVENT PAY

PURPOSE

Establish a policy for Williamson County setting forth the compensation of exempt and non-exempt employees for an activation of the Williamson County Emergency Operation Plan during a declared disaster, catastrophic event, or qualifying event. Nothing in this policy shall be construed as changing the "at will" status of any person employed by Williamson County.

BACKGROUND

Williamson County will compensate those essential employees who are required to work outside of their normal work schedule when assisting in the management of a local qualifying event, or when necessary to assist other agencies in managing events outside of the local jurisdiction. Examples of qualifying events include, but are not limited to, the following:

- A. Certain catastrophic local events including, but not limited to: floods, hurricanes, tornados, and other Acts of God, nuclear, chemical, and biological emergencies, terrorist attack(s), or any other emergency declared by a federal, state or local authority.
- B. When assigned to support an event, internal or external, to the County's jurisdiction; For personnel assigned and deployed to select teams, including, but not limited to: Williamson County Emergency Operations Center and Local, Regional, State and Federal Deployments.

POLICY

1. Non-exempt Compensation

Any non-exempt employee who is recalled to duty during a catastrophic event, who works in excess of forty (40) hours in a work week, or 86-hours in the pay period for those on the law enforcement pay plan, will be paid overtime for additional hours worked. Note that the general rules of compensable time apply to work performed under the circumstances covered by this policy. Refer to the Williamson County Handbook or contact Human Resources if you have questions about what is considered compensable time.

2. **Exempt Compensation**

At the Commissioners Court discretion, any salaried exempt employee who is required to work hours in-excess of their normal work schedule (eighty hours in a pay period) during a declared disaster, Catastrophic Event, or qualifying event as outlined in this procedure may be compensated during the declaration period at a determined hourly rate. Only pay periods with hours worked that equal or exceed 88 hours and at least 8 hours for the event, should be submitted for possible compensation.

V. **FINANCIAL POLICIES**

1. **Fund Balance Policy:** Williamson County recognizes the financial importance of maintaining an appropriate level of Unassigned Fund Balance. A formalized Fund Balance Policy demonstrates to the taxpayer fiscal prudence and the ability to meet its obligations in a timely manner. Independent financial analysts rate the county's financial stability. The county's credit strength and strong management control reported by these analysts is, in part, a result of this Fund Balance Policy.

Williamson County will maintain reservations of Fund Balance, in accordance with Governmental Accounting and Financial Standards Board Statement No. 54, Fund Balance Reporting and Governmental Fund Type Definitions. This Policy shall only apply to the County's governmental funds. Fund Balance shall be composed of non-spendable, restricted, committed, assigned and unassigned amounts.

2. **General Fund:** Unassigned Fund Balance represents the difference between assets and liabilities that is available for appropriation.

Williamson County will maintain an appropriate level of Unassigned Fund Balance in the General Fund to protect against a reduction of services due to temporary revenue shortfalls or unexpected one-time expenditures. It also helps to ensure stable tax rates. The level of Unassigned Fund Balance for the General Fund shall not be less than 35% of total General Fund budgeted expenditures.

The goal of each year's budget process will be to adopt a budget that maintains compliance with the General Fund Unassigned Fund Balance Policy. If it is determined there is a surplus (an amount exceeding the target limit), the funds may be designated or appropriated for the following, including, but not limited to:

- Tax rate stabilization.
- Only one-time, non-recurring expenditures, such as capital improvement needs.
- Address any shortfall in related funds, i.e. Road and Bridge Fund.
- Reduction of debt; to include capital leases.

If it is determined there is a deficit (an amount below the lower limit), the County must develop a plan to rebuild the Unassigned Fund Balance to 35%.

3. **Tobacco Fund:** The initial distribution of Williamson County's share of the settlement established the fund in 1999. Revenues to the fund consist of interest income and the annual

distribution by the state of the state trust earnings. To ensure continuation of the fund, the Williamson County Commissioners Court has designated the portion of fund balance representing the amount of the original settlement (\$2.5M). Designation means that this amount, or “principal” balance, cannot be expended. In addition to the original settlement amount, each year, 20% of the revenues from both interest income and the annual distribution from the state will be added to the designated fund balance in order to allow the fund to grow over time. Only 80% of revenues earned from interest and the earnings distributed annually by the state will be budgeted and expended. When determining the next year’s budget, the amount available to expend will be calculated using actual revenue and interest revenue amounts from May 1st of the previous year to April 30th of the current year. Any unspent funds at the end of the fiscal year will be available to budget in the next year. If Tobacco Fund expenditures are budgeted to offset expenditures in other funds, the actual program cost to the other Funds will be determined prior to transferring in any dollars from the Tobacco Fund. This available balance will be tracked annually by the County Auditor’s office.

4. **Self-Insured Health Plan Fund Policy:** Unassigned Fund Balance represents the difference between assets and liabilities that is available for appropriation. Williamson County will maintain an appropriate level of Unassigned Fund Balance in the Benefits Fund to protect against an inability to pay for claims and administration associated with the self- insured health plan due to temporary revenue shortfalls. It also helps to ensure stable employer and employee contribution rates.

The Self-Funded Health Plan Fund currently has a “goal of reaching and maintaining 25% of expected claims”. The goal of each year’s budget process will be to endeavor to adopt a budget that maintains compliance with the Benefits Fund Unassigned Fund Balance Policy.

If it is determined there is a surplus (an amount exceeding the target limit), the funds may be designated or appropriated for contribution rate stabilization.

If it is determined there is a deficit (an amount below the lower limit), the County may develop a plan to rebuild the Unassigned Fund Balance to 25% of expected claims.

5. **Radio Communication Systems (RCS) Fund Policy:** Unassigned Fund Balance represents the difference between assets and liabilities that is available for appropriation. Williamson County will maintain an appropriate level of Unassigned Fund Balance in the Radio Communications Systems Fund to protect against unforeseen operating issues. These unforeseen issues can result from environmental or project related items. It also helps to ensure stable radio user fees for the user community.

The Radio Communication Systems Fund has a “goal of reaching and maintaining 30% of total Radio Communication Systems expenditure budget.

If it is determined there is a surplus (an amount exceeding the target limit), the funds may be designated or appropriated for:

- Only one-time, non-recurring expenditures, such as tower improvements
- Fee stabilization

If it is determined there is a deficit, the Radio Communication Systems Board will develop and recommend a plan to the County to rebuild the Unassigned Fund Balance to 30%.

Use and Distribution of Specific Special Revenue Funds and Accounts

6. **Child Safety Fund:** – This fund is used to deposit a \$1.50 fee collected on each vehicle registration and court costs collected by justice, county, or district courts for violations that occur within a school-crossing zone of \$25 per violation. This fund is used to provide a school crossing guard program and/or programs designed to enhance child safety, health, or nutrition. The Commissioners Court, by an order adopted in October 2010, has directed these funds to be distributed in the following manner: 10% of Total Collections less an administrative fee shall be distributed to the Williamson County's Children's Advocacy Center. The remainder shall be distributed to the school districts on a pro rata basis based on attendance. These funds will be distributed annually after the close of the prior fiscal year.

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8. **Employee Fund:** The Employee fund is proceeds collected from Williamson County's vending machine contract. Use of these funds must be **pre-approved** by the County Judge.

These funds may be used for the following purposes:

- a) To offset the cost of county employee events
- b) Flowers for the death of a county employee only
- c) An award or plaque upon retirement for employee recognition. All purchases must display (i.e. engraving) information regarding the purpose of the employee recognition. (Purchasing guidelines must be adhered to):
 - i. The employee must be vested (8 years of service)
 - ii. \$60.00 allowed for employees with up to 15 years of service
 - iii. \$120.00 allowed for employees with over 15 years of service
- d) Employee recognition events and programs
- e) Maximum of \$300.00 allowed towards a reception/light refreshments for the retirement or departure of an:
 - i. Elected Official serving in his/her capacity for at least 1 term
 - ii. Department Head who must be vested (8 years of service)
 - iii. Employee with 20 years of service or more

No reimbursement of sales tax will be allowed.

The amount allowed for use may never exceed the actual balance in the fund.

9. **WM-City of Hutto and Hutto ISD Fund:** The WM-City of Hutto and Hutto ISD Fund consists of proceeds paid by Waste Management annually. Per the agreement, these funds represent 2% of the Tip Fee and are to be expended for the benefit of the City of Hutto and Hutto ISD. The expenditures are at the County's sole option. The annual distribution will be allocated

50% to the City of Hutto and 50% to Hutto ISD. Each entity is required to request any disbursements from the fund.

10. **Williamson County Community Facility Fund:** This fund consists of fees collected through the Williamson County Landfill. Community organizations, groups, and individuals may submit a funding request to the Williamson County Commissioners Court for the construction, improvement, or remodel of community facilities located in Williamson County that serve a public purpose.

11. **Use of Flex Funding Account for Mental Health Mobile Outreach Team:** In order to mitigate the incidence of public mental health crisis and save the taxpayers from spending additional funds on costs that could otherwise be limited for *public* health-related services, the Williamson County Commissioners Court finds there is compelling need to establish and authorize the use of a mental health Flex Funding Account by the Mobile Outreach Team.

Therefore, pursuant to the Texas Local Government Code, § 111.068(b) (citing the “interest of the tax payers” in budget matters), the Texas Health and Safety Code, § 121.003(a) (authorizing commissioners court to “enforce any law that is reasonably necessary to protect the public health.”), and the common law granting the County authority to regulate the public health and safety, the Williamson County Commissioners Court approves the Mental Health Mobile Outreach Team Flex Funding Account. Typical Flex Funding expenditures may include, but are not limited to transportation vouchers, payment for medical appointments, medication/pharmacy vouchers/payments, payment for therapy sessions (short to mid-term), food and motel vouchers, payment toward utility or other essential household bills. The Mobile Outreach Team has Policies and Procedures to ensure compliance with this policy. The fund is subject to further oversight, including, but not limited to, auditing by the Williamson County Auditor’s Office.

12. **Financial – General Procedures**

- a) Any mailings sent by a county department or official using county funds must be in furtherance of legitimate county business and must comply with all state ethics rules and other laws and regulations.
- b) All county meetings should be held in county facilities whenever feasible and such facilities are available. If the county meeting space is not available, other publicly owned facilities, such as those owned by cities, utility districts, or school districts, should be utilized as the rental of these facilities is often at little or no cost.
- c) Transfer of funds **out** of the following line items will not be allowed:
 - i) Training
 - ii) Gasoline
 - iii) Cell Phones
 - iv) RCS Radio Fees
- d) Transfer of funds **into** any of the above line items may be allowed.
- e) Transfer of funds out of, within, or to the following line items will not be allowed, with the exception of line item 1107/Temp-Seasonal:

- i) Salaries- This pertains to salary line items that are budgeted based on position control. This includes object codes 1100, 1101, and 1105. Line item transfers between 8000 accounts and salary lines for the purpose of merit money allocation/re-allocation are permissible and will be placed on the agenda for Commissioners Court approval/review.
 - ii) Fringe Benefits.
- f) All recruitment items purchased must comply with Article III, section 52 of the Texas Constitution. Thus, the predominant purpose of any expenditures on recruitment materials must be to accomplish a “direct” public purpose and be in compliance with the provisions of this policy in order to ensure that Williamson County receives a return of public benefit from said expenditures. Williamson County recognizes the need to identify, recruit and hire qualified employees.
 - i) Funds for recruitment items must be approved during the annual budget process.
 - ii) Items must not state the name of any individual, but instead the name of the county and/or department or office.
 - iii) “Give way” items such as pens, pencils, etc. should not exceed \$2.00 per item.

All purchases must follow procurement guidelines.

VI. PURCHASING – GENERAL PROCEDURES

1. Williamson County Purchasing and Procurement Card (P-Card) policies are intended to provide consistent procedures for the acquisition of materials, supplies, and services required by Williamson County. The responsibility to adhere to all Purchasing and P-Card policies rests with the employee, supervisor, department head, or elected officials who certifies conformance to them.
2. The Williamson County Purchasing Manual as well as other more detailed information directing specific purchasing procedures and processes can be located on the SharePoint Purchasing Portal at: <https://wilco365.sharepoint.com/purchasingportal>.

This site provides county departments access to:

- a. Policies, Procedures and Manuals
 - b. Training Materials
 - c. Forms
 - d. Guides and other tools to assist in the purchasing process
- 3. The County Auditor’s Office will audit Expense Reports monthly. Cardholder infractions will be addressed and may result in disciplinary action as recommended by the Purchasing Department and the County Auditor’s Office. Actions may include:
 - a. Retraining
 - b. Reduction of credit limits
 - c. Suspension of account

Theft, fraud or intentional policy violations may result in permanent closure of account or termination of employment, based on severity of violation.

4. Any questions related to compliance with intent of county Purchasing Policies should be directed to the Purchasing Department prior to making a purchase.

<http://www.wilco.org/CountyDepartments/Purchasing>

VII. COUNTY VEHICLES

1. It is prohibited by law to utilize county owned vehicles for personal use. Any county employee that resides outside the county and utilizes a county owned vehicle during their workday, is required to return that vehicle to their primary work location following their assigned work shift. Elected Officials or Senior Directors may grant an employee the ability to take a County vehicle home for a specific occasion or an event, if it is in the business interest of the County to do so.

The following is an all-inclusive list of positions that may be required to respond to emergencies outside of their normal work assignments, and may, with the concurrence of their department head or elected official, take a county vehicle to their residence, within Williamson County, at the end of their shift to allow them to respond as required.

- a) The Sheriff and paid law enforcement as follows: Sheriff's Patrol Deputies, Sheriff's Detectives, on call Crime Scene Technician, on call Animal Control Officers, Sergeants, Lieutenants, Commander and Chiefs
- b) Each Constable and Deputy Constables
- c) Investigators in the District Attorney and County Attorneys offices
- d) Two on call maintenance employees designated by the Maintenance Division Director
- e) Division Commanders, and Operation Commander(s) approved by EMS Director
- f) The Fire Marshal Special Operations Chief, Asst. Fire Marshal, Special Operations Asst. Chief, and On Call Hazmat Special Operations Captain, when on call
- g) The Assistant County Engineer for Maintenance Operations, the Director of Field Operations, (9) Senior Foremen and Foreman
- h) The Director of Emergency Management and the Deputy Director of Emergency Management
- i) The Wireless Communications Tower Technician

The Senior Director of Emergency Services and the Sheriff have the discretion to assign a vehicle to an appropriate member of their department to facilitate a specific response to emergency scenes or events, on a case by case basis, where the resources are requested and needed. This shall only be done in times of high risk, high probability events, or during scheduled special "large scale" events where response is likely. This assignment shall be tracked and reported to the Commissioners Court.

The following list has been grandfathered by the court, will not be expanded, unless approved by the Commissioners Court, and shall show significant decreases in each budget year until phased out.

Sheriff's Office

S. Zion
D. Garrett

Constable Office Pct. 2

S. Holt

Emergency Services

R. Williams
M. Reyna
H. Clark
T. Allen
I. Oyedokun

The following list has been exempted from the out of county policy for take home vehicles by the court.

Sheriff's Office

W. Steffen
J. Sapien
J. Helm
J. Guinn
J. Foster

County vehicles assigned to departments or individuals that are not take-home vehicles, shall be returned and parked at the end of each workday at the facility where the primary office is located. It is expressly forbidden under this order for any county vehicle to be used for personal use at any time.

2. A County Fleet Committee will review fleet policies and purchases and make recommendations for budgeting purposes. This committee will consist of one representative from each Constable's Office, the Budget Office, Emergency Services, Fleet Department, Human Resources, Infrastructure, Purchasing, and the Sheriff's Office. The Auditor's Office is a non-voting member.

All accidents involving County vehicles and equipment must be reported to the Risk and Safety Coordinator in Human Resources to ensure appropriate claims processing, including any corrective action taken. Vehicles removed from service are reported on the Court agenda and accident reports are sent to the court when applicable. Also, new vehicles, equipment, and buildings must be reported to the Risk and Safety Coordinator immediately in order to ensure that proper insurance coverage is in place.

VIII. CELL PHONE POLICY

Williamson County may purchase/lease cell phones for departments in the county that deal with sensitive data or for security reasons, example law enforcement, and provide cell phone service

for individual use. The departments should have this money approved and budgeted in line item 004209. For the majority of County employees, a Stipend Policy has been implemented and is laid out below. These dollars are approved and budgeted in line item 001109.

Procedures for the Stipend Policy

1. Each department head or elected official will identify who they require to maintain a cell phone account in order to conduct official county business. Only regular full-time employees and department heads will be allowed a stipend. The funds for cell phone stipends must be submitted and approved as part of each department's annual budget process.

2. Seven levels of cell phone stipends will be established:

\$10.00 Per Month – (\$5.00 per pmt)
\$15.00 Per Month - (\$7.50 per pmt)
\$20.00 Per Month – (\$10.00 per pmt)
\$25.00 Per Month – (\$12.50 per pmt)
\$30.00 Per Month – (\$15.00 per pmt)
\$35.00 Per Month – (\$17.50 per pmt)
\$40.00 Per Month – (\$20.00 per pmt)

3. Stipends will be paid semi-monthly for each approved employee or department head (will not be included on the third paycheck that is received twice each year). The cell phone stipend shall be removed by the department whenever an employee is on Administrative Leave with pay.

4. The cell phone stipend is considered supplemental income subject to IRS taxes and reporting requirements and will be processed through Payroll and will be included in the employee's gross income. Retirement contributions will also be deducted and matched in accordance with TCDRS.

5. Expenditures over the allowed stipend will not be reimbursed.

6. An approved cell phone stipend will not follow an employee if the employee changes positions.

7. Each department head or elected official is responsible for verifying and monitoring that their employees receiving a cell phone stipend has obtained the required service. Disciplinary action up to and including termination may result in an employee who receives a stipend and does not provide their department head or elected official with the proper documentation of cell phone service, if requested. Each department will maintain a list of cell phone numbers for those individuals with stipends for audit purposes.

8. To minimize the risk of incurring unpaid time worked, Offices and Departments should carefully monitor phone and e-mail access outside of scheduled time worked for non-exempt employees. Failure to comply with this policy may result in termination.

IX. COMMISSIONERS COURT

This order designates the Commissioners Court will meet on Tuesdays each month.

WHEREUPON MOTION MADE AND SECONDED, the ORDER ADOPTING THE AMENDED WILLIAMSON COUNTY BUDGET ORDER was passed on a vote of ____ for, and ____ against on the ____ of August 2021.

This ORDER being adopted, the County Judge is authorized to sign the ORDER and the County Clerk is instructed to record the ORDER and the Budget in the official minutes of the Commissioners Court.

Attest:

Bill Gravell, County Judge

Nancy E. Rister, County Clerk

**STATE OF TEXAS
COUNTY OF WILLIAMSON
AN ORDER ADOPTING THE 2021/2022 COUNTY BUDGET**

WHEREAS, the Williamson County Commissioners Court is authorized and required to adopt an annual budget for all Williamson County officials and their departments after due consideration;

WHEREAS, the Williamson County Commissioners Court did invite and encourage public participation from county officers, precinct officers, department heads, and the general public, as to the various needs of the citizens of Williamson County for the fiscal year 2021/2022;

WHEREAS, the Williamson County Commissioners Court, after a full discussion of the needs, did make changes in the proposed budget filed by the County Judge in accordance with law; NOW

THEREFORE, BE IT ORDERED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT that the proposed budget filed by the County Budget Officer and amended by the Commissioners Court be adopted with the following provisions:

POLICIES RELATED TO COMPENSATION AND BENEFITS

I. SALARIES

1. Salaries for County and Precinct Officials are set as follows:

a)	Judge of the County Court	136,276.40 per year
b)	Judge of the County Court at Law #1	156,999.96 per year
c)	Judge of the County Court at Law #2	170,999.96 per year
d)	Judge of the County Court at Law #3	184,999.88 per year
e)	Judge of the County Court at Law #4	184,999.88 per year
f)	County Attorney	168,178.14 per year
g)	County Sheriff	137,673.64 per year
h)	County Clerk	112,883.16 per year
i)	County Tax Assessor/Collector	117,386.36 per year
j)	District Clerk	112,883.16 per year
k)	County Treasurer	108,609.28 per year
l)	Each County Commissioner	110,967.48 per year
m)	Each Justice of the Peace	98,785.96 per year
n)	Each Constable	98,785.96 per year

2. The number of employee positions established and authorized for each official and/or department, the maximum allowable salary for each position, and the job titles are reflected in the annual approved county budget filed with the County Clerk.

II. HOLIDAYS

The established holiday schedule for paid holidays for the 2021/2022 budget year is as follows:

Veterans Day	Thursday	November 11, 2021
Thanksgiving Holiday	Thursday Friday	November 25, 2021 November 26, 2021
Christmas Holiday	Thursday Friday	December 23, 2021 December 24, 2021
New Year's Holiday	Friday	December 31, 2021
Martin Luther King Day	Monday	January 17, 2022
President's Day	Monday	February 21, 2022
Good Friday	Friday	April 15, 2022
Memorial Day	Monday	May 30, 2022
Independence Holiday	Monday	July 4, 2022
Labor Day	Monday	September 5, 2022

See Addendum: The Williamson County Employee Policy Manual (December 15, 2020). Contains the policies for employee usage of paid holiday time as well as other policies affecting payroll related matters.

III. SUPPLEMENTAL PAY

Williamson County recognizes the following supplemental pay additives. The departments/offices are responsible for ensuring that the employees selected meet all of the requirements established by their offices. Please note that total amounts may not be exact due to the rounding within our systems.

1. Field Training Officer Pay (FTO) –Designated positions listed below will be paid \$150 per month.

Sheriff's Office – Maximum of 19 positions, including two CID

Corrections – Maximum of 24 positions

Emergency Medical Services – Maximum of 20 positions

Mobile Outreach Team – Maximum of 2 positions

- Maximum of 1 position to train medical students for 6 months

2. Supplemental Pay - Designated positions will be paid amount listed per month.

Sheriff's Office – Maximum of 10 positions for CIT at \$250 per month
- Maximum of 32 positions for Detectives at \$350 per month

Corrections – Maximum of 16 positions for Bailiff at \$250 per month
- Maximum of 2 positions for Detective at \$350 per month.
– Maximum of 4 positions for Lead Control Room Officer at \$250 per month
– Maximum of 1 position for Paramedic at \$700 per month

3. Training Specialist Supplemental Pay - Designated positions will be paid \$100 per pay period.

Emergency Communications – Maximum of 16 positions

4. On-Call Pay – Specific positions listed below are classified as eligible for on-call pay due to the demand for after hour services. All District Attorney positions are to be paid by the District Attorney's Asset Forfeiture Funds.

District Attorney's Office – Maximum of 1 Asst. District Attorney, \$600 per week

Facilities Maintenance – Maximum of 2 non-exempt positions, \$100 per week

Technology Services – Maximum of 1 position, \$200 per week

Emergency Management – Maximum of 1 non-exempt position, \$100 per week

Sheriff's Office – Maximum of 2 Detectives, \$100 per week

Maximum of 1 Sergeant, \$100 per week

Maximum of 1 Crime Scene, \$100 per week

Maximum of 1 Animal Control Officer, \$100 per week

Maximum of 1 Livestock Deputy, \$100 per week

Maximum of 1 Victims Assistance, \$100 per week

Corrections - Maximum of 4 Commissioned Corrections Officers, \$100 per week

5. Board Certification by the Texas Board of Legal Specialization Supplemental Pay - This supplement is paid by the office listed below to all attorneys who maintain certification by the Texas Board of Legal Specialization.

District Attorney – Maximum of 18 positions, \$5,000 per employee to be paid equally over 26 pay periods out of the District Attorney Asset Forfeiture Fund

6. Board Supplements – Designated positions will be paid for serving on a specific board(s).

Juvenile Board – County Judge and District Judges (5), \$400 per month.

Judicial Board – Maximum of 1 position in the Magistrate Office, \$2500 per year, paid equally over 26 pay periods.

7. County Supplements – Williamson County portion of elected state positions.

District Attorney – 1 position, \$18,000, paid equally over 26 pay periods

District Judges – 5 positions, \$13,200 per year, paid equally over 26 pay periods.

8. Court Admin Supplement – Paid to the Court Admin of the presiding District Judge, for additional duties. 1 position, \$5,500 per year, paid equally over 26 pay periods.

9. Senior Associate Judge Stipend – A Judge, designated by the District and County Court at Law Judges, who oversees Pre-Trial Services shall receive a stipend of \$2,500, paid equally over 26 pay periods.

IV. CATASTROPHIC EVENT PAY

PURPOSE

Establish a policy for Williamson County setting forth the compensation of exempt and non-exempt employees for an activation of the Williamson County Emergency Operation Plan during a declared disaster, catastrophic event, or qualifying event. Nothing in this policy shall be construed as changing the "at will" status of any person employed by Williamson County.

BACKGROUND

Williamson County will compensate those essential employees who are required to work outside of their normal work schedule when assisting in the management of a local qualifying event, or when necessary to assist other agencies in managing events outside of the local jurisdiction. Examples of qualifying events include, but are not limited to, the following:

- A. Certain catastrophic local events including, but not limited to: floods, hurricanes, tornados, and other Acts of God, nuclear, chemical, and biological emergencies, terrorist attack(s), or any other emergency declared by a federal, state or local authority.
- B. When assigned to support an event, internal or external, to the County's jurisdiction; For personnel assigned and deployed to select teams, including, but not limited to: Williamson County Emergency Operations Center and Local, Regional, State and Federal Deployments.

POLICY

1. Non-exempt Compensation

Any non-exempt employee who is recalled to duty during a catastrophic event, who works in- excess of forty (40) hours in a work week, or 86-hours in the pay period for those on the law enforcement pay plan, will be paid overtime for additional hours worked. Note that the general rules of compensable time apply to work performed under the circumstances covered by this policy. Refer to the Williamson County Handbook or contact Human Resources if you have questions about what is considered compensable time.

2. **Exempt Compensation**

At the Commissioners Court discretion, any salaried exempt employee who is required to work hours in-excess of their normal work schedule (eighty hours in a pay period) during a declared disaster, Catastrophic Event, or qualifying event as outlined in this procedure may be compensated during the declaration period at a determined hourly rate. Only pay periods with hours worked that equal or exceed 88 hours and at least 8 hours for the event, should be submitted for possible compensation.

V. **FINANCIAL POLICIES**

1. **Fund Balance Policy:** Williamson County recognizes the financial importance of maintaining an appropriate level of Unassigned Fund Balance. A formalized Fund Balance Policy demonstrates to the taxpayer fiscal prudence and the ability to meet its obligations in a timely manner. Independent financial analysts rate the county's financial stability. The county's credit strength and strong management control reported by these analysts is, in part, a result of this Fund Balance Policy.

Williamson County will maintain reservations of Fund Balance, in accordance with Governmental Accounting and Financial Standards Board Statement No. 54, Fund Balance Reporting and Governmental Fund Type Definitions. This Policy shall only apply to the County's governmental funds. Fund Balance shall be composed of non-spendable, restricted, committed, assigned and unassigned amounts.

2. **General Fund:** Unassigned Fund Balance represents the difference between assets and liabilities that is available for appropriation.

Williamson County will maintain an appropriate level of Unassigned Fund Balance in the General Fund to protect against a reduction of services due to temporary revenue shortfalls or unexpected one-time expenditures. It also helps to ensure stable tax rates. The level of Unassigned Fund Balance for the General Fund shall not be less than 35% of total General Fund budgeted expenditures.

The goal of each year's budget process will be to adopt a budget that maintains compliance with the General Fund Unassigned Fund Balance Policy. If it is determined there is a surplus (an amount exceeding the target limit), the funds may be designated or appropriated for the following, including, but not limited to:

- Tax rate stabilization.
- Only one-time, non-recurring expenditures, such as capital improvement needs.
- Address any shortfall in related funds, i.e. Road and Bridge Fund.
- Reduction of debt; to include capital leases.

If it is determined there is a deficit (an amount below the lower limit), the County must develop a plan to rebuild the Unassigned Fund Balance to 35%.

3. **Tobacco Fund:** The initial distribution of Williamson County's share of the settlement established the fund in 1999. Revenues to the fund consist of interest income and the annual distribution by the state of the state trust earnings. To ensure continuation of the fund, the

Williamson County Commissioners Court has designated the portion of fund balance representing the amount of the original settlement (\$2.5M). Designation means that this amount, or “principal” balance, cannot be expended. In addition to the original settlement amount, each year, 20% of the revenues from both interest income and the annual distribution from the state will be added to the designated fund balance in order to allow the fund to grow over time. Only 80% of revenues earned from interest and the earnings distributed annually by the state will be budgeted and expended. When determining the next year’s budget, the amount available to expend will be calculated using actual revenue and interest revenue amounts from May 1st of the previous year to April 30th of the current year. Any unspent funds at the end of the fiscal year will be available to budget in the next year. If Tobacco Fund expenditures are budgeted to offset expenditures in other funds, the actual program cost to the other Funds will be determined prior to transferring in any dollars from the Tobacco Fund. This available balance will be tracked annually by the County Auditor’s office.

4. **Self-Insured Health Plan Fund Policy:** Unassigned Fund Balance represents the difference between assets and liabilities that is available for appropriation. Williamson County will maintain an appropriate level of Unassigned Fund Balance in the Benefits Fund to protect against an inability to pay for claims and administration associated with the self- insured health plan due to temporary revenue shortfalls. It also helps to ensure stable employer and employee contribution rates.

The Self-Funded Health Plan Fund currently has a “goal of reaching and maintaining 25% of expected claims”. The goal of each year’s budget process will be to endeavor to adopt a budget that maintains compliance with the Benefits Fund Unassigned Fund Balance Policy.

If it is determined there is a surplus (an amount exceeding the target limit), the funds may be designated or appropriated for contribution rate stabilization.

If it is determined there is a deficit (an amount below the lower limit), the County may develop a plan to rebuild the Unassigned Fund Balance to 25% of expected claims.

5. **Radio Communication Systems (RCS) Fund Policy:** Unassigned Fund Balance represents the difference between assets and liabilities that is available for appropriation. Williamson County will maintain an appropriate level of Unassigned Fund Balance in the Radio Communications Systems Fund to protect against unforeseen operating issues. These unforeseen issues can result from environmental or project related items. It also helps to ensure stable radio user fees for the user community.

The Radio Communication Systems Fund has a “goal of reaching and maintaining 30% of total Radio Communication Systems expenditure budget.

If it is determined there is a surplus (an amount exceeding the target limit), the funds may be designated or appropriated for:

- Only one-time, non-recurring expenditures, such as tower improvements
- Fee stabilization

If it is determined there is a deficit, the Radio Communication Systems Board will develop and recommend a plan to the County to rebuild the Unassigned Fund Balance to 30%.

Use and Distribution of Specific Special Revenue Funds and Accounts

6. **Child Safety Fund:** – This fund is used to deposit a \$1.50 fee collected on each vehicle registration and court costs collected by justice, county, or district courts for violations that occur within a school-crossing zone of \$25 per violation. This fund is used to provide a school crossing guard program and/or programs designed to enhance child safety, health, or nutrition. The Commissioners Court, by an order adopted in October 2010, has directed these funds to be distributed in the following manner: 10% of Total Collections less an administrative fee shall be distributed to the Williamson County's Children's Advocacy Center. The remainder shall be distributed to the school districts on a pro rata basis based on attendance. These funds will be distributed annually after the close of the prior fiscal year.

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These funds may be used for the following purposes:

- a) To offset the cost of county employee events
- b) Flowers for the death of a county employee only
- c) An award or plaque upon retirement for employee recognition. All purchases must display (i.e. engraving) information regarding the purpose of the employee recognition. (Purchasing guidelines must be adhered to):
 - i. The employee must be vested (8 years of service)
 - ii. \$60.00 allowed for employees with up to 15 years of service
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- d) Employee recognition events and programs
- e) Maximum of \$300.00 allowed towards a reception/light refreshments for the retirement or departure of an:
 - i. Elected Official serving in his/her capacity for at least 1 term
 - ii. Department Head who must be vested (8 years of service)
 - iii. Employee with 20 years of service or more

No reimbursement of sales tax will be allowed.

The amount allowed for use may never exceed the actual balance in the fund.

9. **WM-City of Hutto and Hutto ISD Fund:** The WM-City of Hutto and Hutto ISD Fund consists of proceeds paid by Waste Management annually. Per the agreement, these funds represent 2% of the Tip Fee and are to be expended for the benefit of the City of Hutto and Hutto ISD. The expenditures are at the County's sole option. The annual distribution will be allocated

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Therefore, pursuant to the Texas Local Government Code, § 111.068(b) (citing the “interest of the tax payers” in budget matters), the Texas Health and Safety Code, § 121.003(a) (authorizing commissioners court to “enforce any law that is reasonably necessary to protect the public health.”), and the common law granting the County authority to regulate the public health and safety, the Williamson County Commissioners Court approves the Mental Health Mobile Outreach Team Flex Funding Account. Typical Flex Funding expenditures may include, but are not limited to transportation vouchers, payment for medical appointments, medication/pharmacy vouchers/payments, payment for therapy sessions (short to mid-term), food and motel vouchers, payment toward utility or other essential household bills. The Mobile Outreach Team has Policies and Procedures to ensure compliance with this policy. The fund is subject to further oversight, including, but not limited to, auditing by the Williamson County Auditor’s Office.

12. **Financial – General Procedures**

- a) Any mailings sent by a county department or official using county funds must be in furtherance of legitimate county business and must comply with all state ethics rules and other laws and regulations.
- b) All county meetings should be held in county facilities whenever feasible and such facilities are available. If the county meeting space is not available, other publicly owned facilities, such as those owned by cities, utility districts, or school districts, should be utilized as the rental of these facilities is often at little or no cost.
- c) Transfer of funds **out** of the following line items will not be allowed:
 - i) Training
 - ii) Gasoline
 - iii) Cell Phones
 - iv) RCS Radio Fees
- d) Transfer of funds **into** any of the above line items may be allowed.
- e) Transfer of funds out of, within, or to the following line items will not be allowed, with the exception of line item 1107/Temp-Seasonal:

- i) Salaries- This pertains to salary line items that are budgeted based on position control. This includes object codes 1100, 1101, and 1105. Line item transfers between 8000 accounts and salary lines for the purpose of merit money allocation/re-allocation are permissible and will be placed on the agenda for Commissioners Court approval/review.
 - ii) Fringe Benefits.
- f) All recruitment items purchased must comply with Article III, section 52 of the Texas Constitution. Thus, the predominant purpose of any expenditures on recruitment materials must be to accomplish a “direct” public purpose and be in compliance with the provisions of this policy in order to ensure that Williamson County receives a return of public benefit from said expenditures. Williamson County recognizes the need to identify, recruit and hire qualified employees.
 - i) Funds for recruitment items must be approved during the annual budget process.
 - ii) Items must not state the name of any individual, but instead the name of the county and/or department or office.
 - iii) “Give way” items such as pens, pencils, etc. should not exceed \$2.00 per item.

All purchases must follow procurement guidelines.

VI. PURCHASING – GENERAL PROCEDURES

1. Williamson County Purchasing and Procurement Card (P-Card) policies are intended to provide consistent procedures for the acquisition of materials, supplies, and services required by Williamson County. The responsibility to adhere to all Purchasing and P-Card policies rests with the employee, supervisor, department head, or elected officials who certifies conformance to them.
 2. The Williamson County Purchasing Manual as well as other more detailed information directing specific purchasing procedures and processes can be located on the SharePoint Purchasing Portal at: <https://wilco365.sharepoint.com/purchasingportal>.
- This site provides county departments access to:
- a. Policies, Procedures and Manuals
 - b. Training Materials
 - c. Forms
 - d. Guides and other tools to assist in the purchasing process
3. The County Auditor’s Office will audit Expense Reports monthly. Cardholder infractions will be addressed and may result in disciplinary action as recommended by the Purchasing Department and the County Auditor’s Office. Actions may include:
 - a. Retraining
 - b. Reduction of credit limits
 - c. Suspension of account

Theft, fraud or intentional policy violations may result in permanent closure of account or termination of employment, based on severity of violation.

4. Any questions related to compliance with intent of county Purchasing Policies should be directed to the Purchasing Department prior to making a purchase.

<http://www.wilco.org/CountyDepartments/Purchasing>

VII. COUNTY VEHICLES

1. It is prohibited by law to utilize county owned vehicles for personal use. Any county employee that resides outside the county and utilizes a county owned vehicle during their workday, is required to return that vehicle to their primary work location following their assigned work shift. Elected Officials or Senior Directors may grant an employee the ability to take a County vehicle home for a specific occasion or an event, if it is in the business interest of the County to do so.

The following is an all-inclusive list of positions that may be required to respond to emergencies outside of their normal work assignments, and may, with the concurrence of their department head or elected official, take a county vehicle to their residence, within Williamson County, at the end of their shift to allow them to respond as required.

- a) The Sheriff and paid law enforcement as follows: Sheriff's Patrol Deputies, Sheriff's Detectives, on call Crime Scene Technician, on call Animal Control Officers, Sergeants, Lieutenants, Commander and Chiefs
- b) Each Constable and Deputy Constables
- c) Investigators in the District Attorney and County Attorneys offices
- d) Two on call maintenance employees designated by the Maintenance Division Director
- e) Division Commanders, and Operation Commander(s) approved by EMS Director
- f) The Fire Marshal Special Operations Chief, Asst. Fire Marshal, Special Operations Asst. Chief, and On Call Hazmat Special Operations Captain, when on call
- g) The Assistant County Engineer for Maintenance Operations, the Director of Field Operations, (9) Senior Foremen and Foreman
- h) The Director of Emergency Management and the Deputy Director of Emergency Management
- i) The Wireless Communications Tower Technician

The Senior Director of Emergency Services and the Sheriff have the discretion to assign a vehicle to an appropriate member of their department to facilitate a specific response to emergency scenes or events, on a case by case basis, where the resources are requested and needed. This shall only be done in times of high risk, high probability events, or during scheduled special "large scale" events where response is likely. This assignment shall be tracked and reported to the Commissioners Court.

The following list has been grandfathered by the court, will not be expanded, unless approved by the Commissioners Court, and shall show significant decreases in each budget year until phased out.

Sheriff's Office

S. Zion
D. Garrett

Constable Office Pct. 2

S. Holt

Emergency Services

R. Williams
M. Reyna
H. Clark
T. Allen
I. Oyedokun

The following list has been exempted from the out of county policy for take home vehicles by the court.

Sheriff's Office

W. Steffen
J. Sapien
J. Helm
J. Guinn
J. Foster

County vehicles assigned to departments or individuals that are not take-home vehicles, shall be returned and parked at the end of each workday at the facility where the primary office is located. It is expressly forbidden under this order for any county vehicle to be used for personal use at any time.

2. A County Fleet Committee will review fleet policies and purchases and make recommendations for budgeting purposes. This committee will consist of one representative from each Constable's Office, the Budget Office, Emergency Services, Fleet Department, Human Resources, Infrastructure, Purchasing, and the Sheriff's Office. The Auditor's Office is a non-voting member.

All accidents involving County vehicles and equipment must be reported to the Risk and Safety Coordinator in Human Resources to ensure appropriate claims processing, including any corrective action taken. Vehicles removed from service are reported on the Court agenda and accident reports are sent to the court when applicable. Also, new vehicles, equipment, and buildings must be reported to the Risk and Safety Coordinator immediately in order to ensure that proper insurance coverage is in place.

VIII. CELL PHONE POLICY

Williamson County may purchase/lease cell phones for departments in the county that deal with sensitive data or for security reasons, example law enforcement, and provide cell phone service

for individual use. The departments should have this money approved and budgeted in line item 004209. For the majority of County employees, a Stipend Policy has been implemented and is laid out below. These dollars are approved and budgeted in line item 001109.

Procedures for the Stipend Policy

1. Each department head or elected official will identify who they require to maintain a cell phone account in order to conduct official county business. Only regular full-time employees and department heads will be allowed a stipend. The funds for cell phone stipends must be submitted and approved as part of each department's annual budget process.

2. Seven levels of cell phone stipends will be established:

\$10.00 Per Month – (\$5.00 per pmt)
\$15.00 Per Month - (\$7.50 per pmt)
\$20.00 Per Month – (\$10.00 per pmt)
\$25.00 Per Month – (\$12.50 per pmt)
\$30.00 Per Month – (\$15.00 per pmt)
\$35.00 Per Month – (\$17.50 per pmt)
\$40.00 Per Month – (\$20.00 per pmt)

3. Stipends will be paid semi-monthly for each approved employee or department head (will not be included on the third paycheck that is received twice each year). The cell phone stipend shall be removed by the department whenever an employee is on Administrative Leave with pay.

4. The cell phone stipend is considered supplemental income subject to IRS taxes and reporting requirements and will be processed through Payroll and will be included in the employee's gross income. Retirement contributions will also be deducted and matched in accordance with TCDRS.

5. Expenditures over the allowed stipend will not be reimbursed.

6. An approved cell phone stipend will not follow an employee if the employee changes positions.

7. Each department head or elected official is responsible for verifying and monitoring that their employees receiving a cell phone stipend has obtained the required service. Disciplinary action up to and including termination may result in an employee who receives a stipend and does not provide their department head or elected official with the proper documentation of cell phone service, if requested. Each department will maintain a list of cell phone numbers for those individuals with stipends for audit purposes.

8. To minimize the risk of incurring unpaid time worked, Offices and Departments should carefully monitor phone and e-mail access outside of scheduled time worked for non-exempt employees. Failure to comply with this policy may result in termination.

IX. COMMISSIONERS COURT

This order designates the Commissioners Court will meet on Tuesdays each month.

WHEREUPON MOTION MADE AND SECONDED, the ORDER ADOPTING THE AMENDED WILLIAMSON COUNTY BUDGET ORDER was passed on a vote of ____ for, and ____ against on the ____ of August 2021.

This ORDER being adopted, the County Judge is authorized to sign the ORDER and the County Clerk is instructed to record the ORDER and the Budget in the official minutes of the Commissioners Court.

Attest:

Bill Gravell, County Judge

Nancy E. Rister, County Clerk

Commissioners Court - Regular Session

53.

Meeting Date: 08/24/2021

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 Somerset Road Districts No. 3 & 4 reimbursements for acquisition & construction of Reagan Blvd.
- i) Discuss the acquisition of real property for CR 111.
- j) Discuss the acquisition of real property for Corridor H
- k) Discuss the acquisition of real property for future SH 29 corridor.
- l) Discuss the acquisition of real property for the expansion of Ronald Reagan at IH 35.
- m) Discuss the acquisition of right-of-way for Corridor C.
- n) Discuss the acquisition of right-of-way for Corridor F.
- o) Discuss the acquisition of right-of-way for Corridor D.
- p) Discuss the acquisition of right-of-way for SE Loop/Corridor A.
- q) Discuss the acquisition of right-of-way for Reagan extension.
- r) Discuss the acquisition of real property near Justice Center.
- s) Discuss the acquisition of drainage/detention easements for real property North of WMCO Juvenile Detention Center
- t) Discuss the acquisition of the MKT Right of Way
- u) Discuss acquisition of drainage easement in relation to County Road 176
- v) Discuss acquisition of right of way for Corridor E.

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 and potential acquisition.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 08/19/2021

Reviewed By

Becky Pruitt

Date

08/19/2021 09:01 AM

Started On: 08/19/2021 08:49 AM

Commissioners Court - Regular Session**54.****Meeting Date:** 08/24/2021

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 Cutting Edge
- g) Project Red Hot Chili Pepper
- h) Project Nirvana
- i) Project Soundgarden
- j) Project Darwin
- i) Project Flex Power

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Reviewed By

Becky Pruitt

Date

08/19/2021 09:02 AM

Form Started By: Charlie Crossfield

Started On: 08/19/2021 08:50 AM

Final Approval Date: 08/19/2021