NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONERS COURT
September 28, 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 – 26)

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0560.004212	Postage	942.00
To	0100.0560.004510	Facilities Maintenance	942.00

4. Discuss, consider, and take appropriate action on a line item transfer for Regional Animal Shelter Fund.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0545.0545.004415	Vehicle Deductible	$1000.00
From	0545.0545.004541	Vehicle Repairs	$37.47
To	0545.0545.003200	Medical Supplies	$1037.47
From	0545.0545.004500	Maintenance Contracts	$2170.00
To	0545.0545.004510	Facilities Maintenance	$2170.00
From	0545.0545.003804	Immunizations	$947.51
To	0545.0545.004430	Utilities	$947.51

5. Discuss, consider, and take appropriate action regarding acceptance of donation in the amount of $3,000.00 from McCreary, Veselka, Bragg & Allen, PC pursuant to Tex. Gov't Code 81.032.

6. Discuss, consider, and take appropriate action acknowledging line item transfer of $500 or less completed by the County Auditor during July - September 2021 (FY21 4th quarter).

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

8. Discuss, consider, and take any appropriate action designating Tuesdays of each month during Fiscal Year 2022 as the Regular Term or Regular Meeting day of the week of the Williamson County Commissioners Court and all other meetings or sessions of Commissioners Court being Special Terms or Special Meetings; with such meetings being held in the Williamson County Commissioners Courtroom on the second floor of Williamson County Courthouse, 710 Main Street, Georgetown, Texas (unless otherwise amended or provided by the Williamson County Commissioners Court) [Tex. Loc. Gov't Code § 81.005].

9. Discuss, consider and take appropriate action on an Extension of Fiscal Agreement between Capital Area Metropolitan Planning Organization and Williamson County, Texas.

10. Discuss, consider and take appropriate action on approving the execution of a Deed without Warranty from Williamson County, Texas, acting as Trustee, to Virginia Stewart and Hershel Stewart, pursuant to Section 34.05 (a) and (h) of the Texas Property Tax Code pertaining to Part of Lots 4 and 5, Block 24, City of Florence, Williamson County, Texas being more particularly described in Document #2021131138 of the Official Public Records, Williamson County, Texas (Tax Account #R310607).

11. Discuss, consider, and take appropriate action on entering into an Interlocal Agreement with the Williamson County and Cities Health District (WCCHD) and Williamson County for First Responder Influenza Vaccines, in the amount of $11,964.68, and authorizing the execution of the agreement. Purchase is exempt from competetive bidding under Texas Local Government Code 262.024 (2) an item necessary to preserve or protect the public health or safety of the residents of the county.

12. Discuss, consider, and take appropriate action on authorizing end user software license related to the previously approved purchase of ASL 5000 Ventilator Training Device from Ingmar Medical and authorize the execution of the County Addendum.

13. Discuss, consider and take appropriate action on approving the License Agreement between Williamson County and Love146, Inc. for Prevention Education for vulnerable and at-risk youth in regards to child trafficking and exploitation for an annual relicensing fee of $200.00 per person with a $50.00 materials fee charged for each individual receiving training, and authorizing the execution of the agreement.

14. Discuss, consider, and take appropriate action on extending Property/Casualty & Worker's Compensation Insurance RFP Contract #1904-308, through Lee Insurance Agency for a total amount of $4,528,963 for the term October 1, 2021 through October 1, 2022.

15. Discuss, consider and take appropriate action on approving the Annual Maintenance Agreement for Infax, Inc. and Williamson County for the Electronic Docket Display System(s) covering term of October 1, 2021 – September 30, 2022, in the amount of $12,000, and authorizing execution of the agreement. Purchase is exempt from competitive bidding requirements under Texas Local Government Code 262.024. (7)(D) captive replacement parts or components for equipment.

16. Discuss, consider and take appropriate action on approving the service contract between Williamson County and Spectrum Internet Service to provide the installation and internet service to the Hutto Community Center, 3751 CR 130, Hutto, TX 78634 in the amount of $3,285.03 with a month to month contract term and monthly recurring charges of $134.98 and exempting the item from competitive bidding requirements as per Texas Local Govt. Code Discretionary Exemption 262.024(a)(7)(C) electric power, gas, water, and other utility services; and authorizing execution of the agreement.

17. Discuss, consider and take appropriate action on approving the quotation between Data Projections, Inc. and Williamson County for a new Audio Visual System at the District Court at Law Two in the not-to-exceed amount of $150,287.78 pursuant to TIPS contract #210101, and authorizing execution of the documents. Funding Source is P515.

18. Discuss, consider and take appropriate action on approving the quotation between Data Projections, Inc. and Williamson County for relocation of existing AV equipment infrastructure at the Williamson County Justice Center Court at Law Two in the amount of $8,132.14 pursuant to TIPS contract #210101, and authorizing execution of the documents.

19. Discuss, consider and take appropriate action on approving the Master Services Agreement with ThyssenKrupp in the not-to-exceed amount of $72,053.76 for annual maintenance repair services and $11,246.00 for inspection services per the Omnia Contract #R200502, and authorizing execution of all associated documents.

20. Discuss, consider and take appropriate action on Vaughn Construction, Change Order No. 1 for the Williamson County Historic Courthouse Door Renovations for a time extension of 150 calendar days. There is no additional funding required.

21. Discuss, consider and take appropriate action on Tradesman Services, Change Order No. 1 for the Williamson County Juvenile Justice Center RTU Replacement project (P533) $3,453.00 and for a time extension of 150 calendar days.

22. Discuss, consider, and take appropriate action on approving the Interlocal Agreement between (ILA) Milam County and Williamson County for the sale of Two (2) 2013 John Deere CX15 Batwing Shredders, One (1) 2005 John Deere 5525 Tractor 2 WD, Two (2) Freightliner FL70 4x2 Water Trucks and One (1) 2002 Trail-Eze TE30T26 Tilt Bed Trailer at fair market rate for a total not to exceed $67,112.83, in accordance with TX. Local Gov't Code 263.152 (a)(1) and authorizing the execution of the agreement.

23. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed qualifications for Engineering Services for Corridor J from US 183 to IH 35, under RFQ #21RFSQ27.

24. Discuss, consider and take appropriate action on approval of the final plat for the Santa Rita Ranch Phase 3 Section 2 subdivision – Precinct 3.

25. Discuss, consider and take appropriate action on approval of the final plat for the Santa Rita Ranch Phase 4 Section 1 subdivision – Precinct 3.

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

REGULAR AGENDA

27. Discuss, consider, and take appropriate action on recognizing Williamson County Precinct 4 Constable Paul Leal and his staff receiving the FBI-LEEDA (Law Enforcement Executive Development Association) agency award and becoming the first Constable office in the nation to have every commissioned Deputy of the agency earn and receive the FBI-LEEDA Trilogy Award.

28. Discuss, consider and take appropriate action on approving a Proclamation designating October for Domestic and Teen Datiing Violence Awareness Month.

29. 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.

30. 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 of Non-Departmental in the General Fund for fiscal year 2021-2022.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100-0409-004419	NonDepartmental/Property Insu	$166,955
	0100-0409-004998	NonDepartmental/Contingencies	$345,000

31. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necesscity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures in the Road and Bridge Fund for fiscal year 2021-2022.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0200-0210-004998	Road and Bridge/Contingencies	$125,000
	0200-0210-004414	Road and Bridge/Vehicle Insura	$108,000

32. 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	$56.00

33. 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	$56.00

34. 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 acknowledging additional revenues for the Williamson County Regional Animal Shelter Donation Fund.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0546.0000.367404	Animal Shelter Donations	$37,943.14
	0546.0000.367440	Jane's Fund Donations	$10,200.41
	0546.0000.367442	Play Yard Donations	$10.01
	0546.0000.367443	Heart Worm Donations	$533.00
	0546.0000.367445	SIT Team Donations	$740.00
	0546.0000.367447	Animal Transport Donations	$5,127.10
	0546.0000.367448	Kitten Care Donations	$2,540.00
	0546.0000.370150	Sales of Pet Care Products	$2,103.83

35. 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 acknowledging additional expenditures for the Williamson County Regional Animal Shelter Donation Fund.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0546.0546.003510	Purchases for Resale	$2,103.83
	0546.0546.003670	Use of Donations	$37,943.14
	0546.0546.004100	Professional Services	$10,200.41
	0546.0546.004105	Foster Home Care	$2,540.00
	0546.0546.004231	Travel	$5,127.10
	0546.0546.004232	Training	$740.00
	0546.0546.004509	Facility Enhancements	$10.01
	0546.0546.004975	Animal Medical Care	$533.00

36. Discuss, consider and take appropriate action authorizing the County Auditor to transfer sufficient monies from cash ending balance of fiscal year 2020-2021 to balance the county budget for 2021-2022.

37. Discuss, consider and take appropriate action authorizing the County Auditor to make any line item transfers necessary to complete the 2020-2021 budget within individual funds.

38. Discuss, consider, and take appropriate action on approving Williamson County EMS Community Health Paramedics to participate with the Williamson County and Cities Health District in the Texas Department of State Health Services COVID-19 Immunizations Grant Program.

39. Discuss, consider, and take appropriate action on the service agreement and county renewal with Stryker Sales Corporation for EMS Equipment and Williamson County and authorizing the execution of the agreement. Funding Source Approved for EMS FY2022: 01.0100.0540.004500.

40. Discuss, consider and take appropriate action on approving the purchase of Adobe software license renewals for FY 22 from SHI Government Solutions pursuant to BuyBoard contract #579-19 in the amount of $62,104.00.

41. Discuss consider and take appropriate action on approving the purchase of VMware software maintenance renewal for FY 22 from Free It Data Solutions pursuant to DIR contract #DIR-TSO-4288 in the amount of $90,413.44, and authorizing execution of the renewal.

42. Discuss, consider and take appropriate action on approving the renewal of of Immix Technology, Inc. Annual Maintenance Agreement for workforce timekeeping software in the amount of $87,552.75, pursuant to DIR contract #DIR-TSO-4315.

43. Discuss, consider and take appropriate action on an Agreement for Program Director for the Williamson County Transformative Justice Program between Williamson County and Terence Davis; and exemption of such services from the competitive bid/proposal requirement s of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Tex. Loc. Gov't Code § 262.024(a)(4).

44. Discuss, consider and take appropriate action on an Agreement for Legal Services for the Williamson County Transformative Justice Program between Williamson County and JR Hancock; and exemption of such services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Tex. Loc. Gov't Code § 262.024(a)(4).

45. Discuss, consider and take appropriate action on an Agreement for Legal Services for the Williamson County Transformative Justice Program between Williamson County and Jo Poenitzsch; and exemption of such services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Tex. Loc. Gov't Code § 262.024(a)(4).

46. Discuss, consider and take appropriate action on an Agreement for Case Management Services for the Williamson County Transformative Justice Program between Williamson County and Krystal Scott; and exemption of such services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Tex. Loc. Gov't Code § 262.024(a)(4).

47. Discuss, consider and take appropriate action on an Agreement for Case Management Services for the Williamson County Transformative Justice Program between Williamson County and Jordan Jamar; and exemption of such services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Tex. Loc. Gov't Code § 262.024(a)(4).

48. Discuss, consider and take appropriate action regarding approval and receipt of the Standard Agreement with Williamson County Water, Sewer, Irrigation, and Drainage District No. 3 (Star Ranch) regarding off duty contracting of County Sheriff Deputies to be effective October 1, 2021.

49. Discuss, consider and take appropriate action regarding approval and receipt of the Standard Agreement with Block House Municipal Utility District regarding off duty contracting of County Sheriff Deputies to be effective October 1, 2021.

50. Discuss, consider and take appropriate action regarding approval and receipt of Vehicle Reimbursement Agreement with The Fellowship Church for off duty contracting of County Sheriff Deputies to be effective October 1, 2021 (Traffic control and security during various church services in Round Rock).

51. Discuss, consider and take appropriate action regarding approval and receipt of Vehicle Reimbursement Agreement with The Worship Place for off duty contracting of County Sheriff Deputies to be effective October 14, 2021 (Traffic control for fall festival/outside concert at 375 CR 245 in Georgetown).

52. Discuss, consider and take appropriate action regarding approval and receipt of Vehicle Reimbursement Agreement with North Center Productions, LLC for off duty contracting of County Sheriff Deputies to be effective October 1, 2021 (Traffic control in Coupland and Taylor).

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

54. Discuss, consider, and take appropriate action regarding amending the Williamson County Long-Range Transportation Plan to address current and projected needs in the public interest.

55. Discuss, consider, and take appropriate action regarding the closing of Hairy Man Road and Brushy Creek Road and detouring traffic during construction of the Great Oaks Drive Improvements project, a Road Bond Project in Commissioner Precinct 1.

56. Discuss, consider, and take appropriate action on awarding IFB #T5023 CR 200 Reconstruction to MA Smith Contracting Co Inc. and authorizing the execution of the agreement. Funding Source is P285.

57. Discuss, consider, and take appropriate action regarding a Notice of Intent (NOI) for Stormwater Discharges associated with the Construction Activity under TPEDS General Permit (TXR150000) for CR 200, a Road Bond project in Commissioner Pct. 2. Project: P285 Funding Source: Road Bond.

58. Discuss, consider, and take appropriate action regarding Change Order No. 3 in the amount of $81,281.59 for 2138 CR 101 (James Construction), a Road Bond project in Commissioner Pct. 4. Project: 269 Funding Source: Road Bond.

59. Discuss, consider, and take appropriate action regarding Change Order No. 4 in the amount of ($366,519.81) for 2138 CR 101 (James Construction), a Road Bond project in Commissioner Pct. 4. Project: 269 Funding Source: Road Bond.

60. Discuss, consider and take appropriate action on an Order Regarding Annexation By City of Round Rock, Texas of A Portion of A.W. Grimes Blvd. (CR 170) Right Of Way.

61. Discuss, consider and take appropriate action on a Letter Agreement with Daniel Dwayne Krueger for a Jonah replacement Waterline Easement needed on the Southeast Loop Segment 3 (Parcel 92WE). Funding Source: Road Bond P332.

62. Discuss, consider and take appropriate action to approve the projects and budgets for the 2018,2019,2020,2021 and 2022 Capital Improvement Programs; the 2013 Park Bonds; 2019 Park Bonds; 2015 Certificate of Obligation, 2019 Road Bond, Long Range Transportation (LTP) and the 2021 Tax Anticipation Note. As well as the Coronavirus Aid, Relief, and Economic Security (CARES) Act and the American Rescue Plan Act (ARPA) of 2021 funds.

63. Discuss, consider and take appropriate action on the fiscal year 2021-2022 Budget Policy document.

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)."

64. 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.

65. 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 Red Hot Chili Pepper
g) Project Nirvana
h) Project Soundgarden
i) Project Def Leopard
j) Project Flex Power

66. 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) Claim of Regina Wright.
h) 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.
i) 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.
j) 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.
k) 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.
l) 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.
m) Potential legal claims, demands and/or litigation against The Travelers Indemnity Company (Travelers).
n) 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.
o) 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.
p) Shamona Harris - EEOC Charge #451-2021-00812.
q) 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.
r) 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.
s) Cause No. D-1-Gn-21-000215; Mohammad Mahmood v. Williamson County Constable Office; In the 353rd Judicial District of Travis County, Texas.
t) 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.
u) EEOC Charge of Discrimination #451-2021-01357 – Jesse Gomez.
v) 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.
w) 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.
x) Kelli Bomer - EEOC Charge #451-2021-00920.
y) Gary Haston - EEOC Charge #451-2021-01145.
z) 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.
aa) 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.
bb) EEOC Charge of Discrimination #450-2021-00854 - Donald L. Foiles, Jr.
cc) 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.
dd) Jacqueline Robinson - EEOC Charge # 451-2021-01742.
ee) Williamson County Landfill Operation Agreement Terms and Conditions.
ff) 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.

67. 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).

68. 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)

69. Discuss and take appropriate action concerning economic development.

70. Discuss and take appropriate action concerning real estate.

71. 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) Claim of Regina Wright.
h) 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.
i) 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.
j) 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.
k) 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.
l) 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.
m) Potential legal claims, demands and/or litigation against The Travelers Indemnity Company (Travelers).
n) 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.
o) 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.
p) Shamona Harris - EEOC Charge #451-2021-00812.
q) 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.
r) 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.
s) Cause No. D-1-Gn-21-000215; Mohammad Mahmood v. Williamson County Constable Office; In the 353rd Judicial District of Travis County, Texas.
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x) Kelli Bomer - EEOC Charge #451-2021-00920.
y) Gary Haston - EEOC Charge #451-2021-01145.
z) 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.
aa) 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.
bb) EEOC Charge of Discrimination #450-2021-00854 - Donald L. Foiles, Jr.
cc) 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.
dd) Jacqueline Robinson - EEOC Charge # 451-2021-01742.
ee) Williamson County Landfill Operation Agreement Terms and Conditions.
ff) 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.

72. 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.

73. Comments from Commissioners.

74. 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 24th day of September 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: 09/28/2021

Line Item Transfer - Sheriff's Office

Submitted For: Mike Gleason **Submitted By:** Julie Kraft, Sheriff

Department: Sheriff

Agenda Category: Consent

Information

Agenda Item

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

Background

This transfer will provide additional funding to pay for a troubleshooting maintenance call in the old intake area of the Jail to determine the cause of the intercom system failure.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0560.004212	Postage	942.00
To	0100.0560.004510	Facilities Maintenance	942.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/17/2021 09:14 AM
Budget Office	Ashlie Holladay	09/17/2021 10:31 AM
Form Started By: Julie Kraft		Started On: 09/16/2021 02:40 PM
Final Approval Date: 09/17/2021		

Commissioners Court - Regular Session **4.**

Meeting Date: 09/28/2021

Animal Shelter Line Item Transfer

Submitted For: Misty Valenta **Submitted By:** Misty Valenta, Animal Services

Department: Animal Services

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on a line item transfer for Regional Animal Shelter Fund.

Background

The shelter has seen an extended kitten season resulting in an increasing need for spay/neuter surgery and medical supplies. We need to move funds into 0545.0545.003200 Medical Supplies to cover these costs. We propose to move $1,000 from 0545.0545.004415 Vehicle Deductible and $37.47 from 0545.0545.004541 Vehicle Repairs into 0545.0545.003200 Medical Supplies. In addition, we need to move funds due to unexpected costs. We need to move $2170 from 0545.0545.004500 Maintenance Contracts into 0545.0545.004510 Facility Maintenance to pay for sprinkler repairs. And we need to move $947.51 from 01.0545.0545.003804 Immunizations into 01.0545.0545.004430 Utilities. We are requesting moving these funds in lieu of a budget amendment.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0545.0545.004415	Vehicle Deductible	$1000.00
From	0545.0545.004541	Vehicle Repairs	$37.47
To	0545.0545.003200	Medical Supplies	$1037.47
From	0545.0545.004500	Maintenance Contracts	$2170.00
To	0545.0545.004510	Facilities Maintenance	$2170.00
From	0545.0545.003804	Immunizations	$947.51
To	0545.0545.004430	Utilities	$947.51

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/17/2021 09:15 AM
Budget Office	Ashlie Holladay	09/17/2021 10:35 AM
Form Started By: Misty Valenta		Started On: 09/16/2021 04:09 PM
Final Approval Date: 09/17/2021		

Commissioners Court - Regular Session **5.**

Meeting Date: 09/28/2021

Acceptance of Donation

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

Department: J.P. Pct. #3

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action regarding acceptance of donation in the amount of $3,000.00 from McCreary, Veselka, Bragg & Allen, PC pursuant to Tex. Gov't Code 81.032.

Background

Funds will be used to assist in the training and development of our JP3 Teen Court Program, which includes, but is not limited to, the following: Incentives and rewards for participants who successfully complete Teen Court. Incentives and rewards for volunteers who participate with Teen Court. Scholarships for volunteers with Teen Court. Sponsored functions and activities for the Teen Court participants to include trainings and ceremonies/banquets before, during and after the Teen Court school calendar year. Travel and training related costs for Teen Court Team Members. Any other related expenses to support the Teen Court Program not specifically covered.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/20/2021 10:55 AM
Form Started By: Mary Alcala		Started On: 09/17/2021 10:59 AM
Final Approval Date: 09/20/2021		

Commissioners Court - Regular Session **6.**

Meeting Date: 09/28/2021

Line Item Transfer of $500 or less July - September 2021 FY21 9.28.20

Submitted By: Pam Navarrette, County Auditor

Department: County Auditor

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action acknowledging line item transfer of $500 or less completed by the County Auditor during July - September 2021 (FY21 4th quarter).

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

LIT FY21 JUL 21 TO SEP 21

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/22/2021 03:59 PM
Form Started By: Pam Navarrette		Started On: 09/22/2021 08:13 AM
Final Approval Date: 09/22/2021		

FY21 LIT's Equal to or Less Than $500

Dept	*From/To*	*Line #*					*Amount*
Human Resources	From	01	0100	0402	004100	$	163.50
	To	01	0100	0402	003010	$	163.50
Emergency Management	From	01	0100	0541	004999	$	250.00
	To	01	0100	0541	003011	$	250.00
Justice of the Piece Pct. 1	From	01	0100	0451	003100	$	499.35
	To	01	0100	0451	003010	$	499.35
Animal Shelter	From	01	0545	0545	004231	$	24.86
	To	01	0545	0545	004976	$	24.86
Emergency Services Department	From	01	0100	0583	003900	$	500.00
	To	01	0100	0583	004543	$	500.00
County Attorney	From	01	0100	0475	003100	$	80.00
	To	01	0100	0475	003601	$	80.00
County Attorney	From	01	0100	0475	003100	$	16.00
	To	01	0100	0475	004141	$	16.00
District Attorney	From	01	0100	0440	003120	$	500.00
	To	01	0100	0440	004541	$	500.00
District Attorney	From	01	0100	0440	003120	$	500.00
	To	01	0100	0440	003301	$	500.00
Constable Pct. 1	From	01	0100	0551	005700	$	500.00
	To	01	0100	0551	004509	$	500.00
Constable Pct. 1	From	01	0100	0551	005700	$	200.00
	To	01	0100	0551	003006	$	200.00
Commissioners Court	From	01	0100	0401	004350	$	100.00
	To	01	0100	0401	003901	$	100.00
Justice of the Peace Pct. 1	From	01	0100	0451	003100	$	400.00
	To	01	0100	0451	003006	$	400.00
EMS	From	01	0100	0540	003001	$	481.70
	To	01	0100	0540	003011	$	481.70
Non Departmental	From	01	0100	0409	004998	$	200.00
	To	01	0100	0409	004419	$	200.00

Records Management and PRSRV	From	01	0390	0390	004100	$	500.00
	To	01	0390	0390	004541	$	500.00
CO Tax Assessor Collector	From	01	0100	0499	004212	$	500.00
	To	01	0100	0499	004350	$	500.00
Unified Road Systems	From	01	0200	0210	005711	$	106.00
	To	01	0200	0210	004419	$	106.00
Unified Road Systems	From	01	0200	0210	005711	$	100.00
	To	01	0200	0210	004210	$	100.00
County Attorney	From	01	0100	0475	003100	$	10.00
	To	01	0100	0475	004705	$	10.00
WMSN CTY Buildings	From	01	0100	0509	004512	$	500.00
	To	01	0100	0509	003005	$	500.00
Animal Services	From	01	0545	0545	004311	$	100.00
	To	01	0545	0545	004705	$	100.00
Commissioners Court	From	01	0100	0401	004350	$	255.00
	To	01	0100	0401	004999	$	255.00
Parks	From	01	0100	0510	003100	$	14.63
	To	01	0100	0510	001110	$	14.63
Constable Pct. 4	From	01	0100	0554	003601	$	160.00
	From	01	0100	0554	003102	$	300.00
	To	01	0100	0554	003311	$	460.00
Emergency Services Department	From	01	0100	0583	003120	$	375.00
	To	01	0100	0583	004543	$	375.00
EMS	From	01	0100	0540	003001	$	155.60
	To	01	0100	0540	003010	$	155.60
Unified Road Systems	From	01	0200	0210	005711	$	500.00
	To	01	0200	0210	003318	$	500.00
EMS	From	01	0100	0540	003001	$	500.00
	To	01	0100	0540	003110	$	500.00
Animal Services	From	01	0545	0545	004231	$	22.44
	From	01	0545	0545	003311	$	36.36
	From	01	0545	0545	004621	$	14.05

	To	01	0545	0545	004976	$	72.85
CO Tax Assessor Collector	From	01	0100	0499	004505	$	500.00
	To	01	0100	0499	003006	$	500.00
District Courts	From	01	0100	0435	004999	$	250.36
	To	01	0100	0435	004350	$	250.36
Purchasing Department	From	01	0100	0494	003120	$	200.00
	To	01	0100	0494	004999	$	200.00
District Attorney	From	01	0100	0440	003398	$	500.00
	To	01	0100	0440	004541	$	500.00
Veteran Services	From	01	0100	0405	004350	$	172.30
	To	01	0100	0405	003100	$	172.30
County Attorney	From	01	0100	0475	003100	$	222.06
	To	01	0100	0475	003005	$	222.06
Extension Services	From	01	0100	0665	003101	$	500.00
	To	01	0100	0665	004541	$	500.00
Justice of the Peace Pct. 4	From	01	0100	0454	004999	$	150.00
	To	01	0100	0454	004216	$	150.00
Purchasing Department	From	01	0100	0494	003120	$	80.00
	To	01	0100	0494	004999	$	80.00
Purchasing Department	From	01	0100	0494	003120	$	140.00
	To	01	0100	0494	003006	$	140.00
CO Tax Assessor Collector	From	01	0100	0499	004505	$	500.00
	To	01	0100	0499	004999	$	500.00
County Jail	From	01	0100	0570	004544	$	500.00
	To	01	0100	0570	004543	$	500.00
Constable Pct. 3	From	01	0100	0553	004999	$	400.00
	To	01	0100	0553	003008	$	400.00
Haz-Mat	From	01	0100	0542	003101	$	180.00
	To	01	0100	0542	004350	$	180.00
Haz-Mat	From	01	0100	0542	003101	$	500.00
	To	01	0100	0542	003311	$	500.00

County Sheriff	From	01	0100	0560	003008	$	462.00
	To	01	0100	0560	004509	$	462.00
County Sheriff	From	01	0100	0560	003905	$	46.00
	To	01	0100	0560	004052	$	46.00
Emergency Management	From	01	0100	0541	003003	$	146.00
	To	01	0100	0541	004999	$	146.00
Emergency Management	From	01	0100	0541	003003	$	182.00
	To	01	0100	0541	003601	$	182.00
WMSN City Buildings	From	01	0100	0509	003105	$	450.00
	To	01	0100	0509	003005	$	450.00
Constable Pct. 4	From	01	0100	0554	004999	$	79.50
	To	01	0100	0554	003901	$	79.50
MOT	From	01	0100	0341	004231	$	50.00
	From	01	0100	0341	004999	$	50.00
	To	01	0100	0341	004232	$	100.00
Constable Pct. 1	From	01	0100	0551	003002	$	330.00
	To	01	0100	0551	004210	$	330.00
County Court at Law 1	From	01	0100	0426	004999	$	5.00
	To	01	0100	0426	003900	$	5.00
County Jail	From	01	0100	0570	004705	$	87.00
	To	01	0100	0570	004100	$	87.00
District Attorney	From	01	0100	0440	003010	$	250.00
	To	01	0100	0440	003030	$	250.00
County Sheriff	From	01	0100	0560	004212	$	300.00
	To	01	0100	0560	003006	$	300.00
District Attorney	From	01	0100	0440	003010	$	200.00
	To	01	0100	0440	004350	$	200.00
Constable Pct. 1	From	01	0100	0551	003002	$	330.00
	To	01	0100	0551	004210	$	330.00
Juvenile Services	From	01	0100	0576	004102	$	500.00
	To	01	0100	0576	004500	$	500.00
HAZ-MAT	From	01	0100	0542	003110	$	500.00

	To	01	0100	0542	004543	$	500.00
County Auditor	From	01	0100	0495	003005	$	498.96
	To	01	0100	0495	003006	$	498.96
Commissioner Pct. 1	From	01	0100	0211	004999	$	5.00
	To	01	0100	0211	003901	$	5.00
County Clerk	From	01	0100	0404	003100	$	295.12
	To	01	0100	0403	003100	$	295.12
County Clerk	From	01	0100	0403	003100	$	10.00
	To	01	0100	0403	003900	$	10.00
277th District Court	From	01	0100	0437	003120	$	300.00
	To	01	0100	0437	004999	$	300.00
County Auditor	From	01	0100	0495	003010	$	259.28
	To	01	0100	0495	003006	$	259.28
Justice of the Peace Pct. 3	From	01	0100	0453	004350	$	300.00
	To	01	0100	0453	004212	$	300.00
Justice of the Peace Pct. 3	From	01	0100	0453	004350	$	400.00
	To	01	0100	0453	003010	$	400.00
Fleet Service	From	01	0882	0882	004999	$	150.00
	To	01	0882	0882	004231	$	150.00
Constable Pct. 1	From	01	0100	0551	003003	$	400.00
	To	01	0100	0551	004621	$	400.00
Purchasing	From	01	0100	0494	004350	$	300.00
	From	01	0100	0494	003901	$	155.00
	To	01	0100	0494	004999	$	455.00
District Attorney	From	01	0100	0440	003398	$	500.00
	To	01	0100	0440	004210	$	500.00
District Courts	From	01	0100	0435	004141	$	437.00
	To	01	0100	0435	004999	$	437.00
Constable 4	From	01	0100	0554	003900	$	179.00
	To	01	0100	0554	004621	$	179.00
Constable 4	From	01	0100	0554	003001	$	7.80
	To	01	0100	0554	004621	$	7.80

Animal Shelter	From	01	0545	0545	003100	$	200.00
	To	01	0545	0545	004505	$	200.00
Animal Shelter	From	01	0545	0545	003100	$	76.06
	To	01	0545	0545	004976	$	76.06
Parks	From	01	0100	0510	004541	$	300.00
	To	01	0100	0510	004543	$	300.00
County Attorney	From	01	0100	0475	003100	$	23.75
	To	01	0100	0475	003311	$	23.75
Human Resources	From	01	0100	0402	004100	$	112.00
	To	01	0100	0402	004410	$	112.00
County Clerk	From	01	0100	0404	004350	$	219.10
	To	01	0100	0404	004216	$	219.10
County Clerk	From	01	0100	0403	004350	$	269.11
	To	01	0100	0403	004216	$	269.11
Justice of the Peace Pct 3	From	01	0100	0453	004350	$	400.00
	To	01	0100	0453	004141	$	400.00
WC Historical Commission	From	01	0100	0636	004210	$	1.35
	To	01	0100	0636	004542	$	1.35
WC Historical Commission	From	01	0100	0636	004542	$	107.39
	To	01	0100	0636	003553	$	107.39
WC Historical Commission	From	01	0100	0636	004210	$	18.67
	To	01	0100	0636	004212	$	18.67
WC Historical Commission	From	01	0100	0636	004100	$	175.00
	To	01	0100	0636	003100	$	175.00
WC Historical Commission	From	01	0100	0636	004542	$	23.00
	To	01	0100	0636	004212	$	23.00
WC Historical Commission	From	01	0100	0636	004542	$	12.00
	To	01	0100	0636	004212	$	12.00

Commissioners Court - Regular Session **7.**

Meeting Date: 09/28/2021

County Attorney August 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 August 2021 Monthly Report in compliance with Code of Criminal Procedure 103.005.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

August report

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/22/2021 08:11 AM
Form Started By: Stephanie Lloyd		Started On: 09/21/2021 11:49 AM
Final Approval Date: 09/22/2021		

IN COMPLIANCE WITH ARTICLE 103
CODE OF CRIMINAL PROCEDURE

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

Before me, the undersigned authority, on this day personally appeared 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 August, 2021.

Dee Hobbs

DEE HOBBS
COUNTY ATTORNEY

On this 21st day of September, 2021, to certify which witness my hand and seal of office.

Stephanie J. Lloyd

NOTARY PUBLIC
In and for the State of Texas

NOTARY PUBLIC STATE OF TEXAS
STEPHANIE J LLOYD
My Notary ID # 124247546
Expires December 6, 2022

CA - AR Receipts

GL Revenue Object	GL Revenue Fund	Receipt Source	Receipt Date	Receipt Number	Receipt Comment	Receipt Amount
207015	0100	CO ATTY	05-Aug-2021	30386	2020-1631 2020-1401	$ 280.00
			12-Aug-2021	30412	2019-3693	$ 60.00
			26-Aug-2021	30461	2020-1207	$ 253.89
207015 Total						**$ 593.89**
341300	0406	CO ATTY HC FEES	10-Aug-2021	30401	HOT CHECK REST	$ 210.00
341300 Total						**$ 210.00**
351000	0364	CO ATTY INTERVENTION	02-Aug-2021	30368	2019-6764 2020-1996	$ 1,000.00
			04-Aug-2021	30379	2019-1879 2020-2558	$ 720.00
			06-Aug-2021	30392	2019-1656 2021-0384	$ 1,000.00
			10-Aug-2021	30401	2020-2875	$ 140.00
			11-Aug-2021	30406	2021-0808	$ 360.00
			13-Aug-2021	30418	2020-3501	$ 360.00
			18-Aug-2021	30434	2020-3081 2020-1625 2019-4458	$ 1,500.00
			23-Aug-2021	30448	2020-1656	$ 500.00
			25-Aug-2021	30456	2020-2676 2020-2452	$ 1,000.00
			27-Aug-2021	30465	2021-0621	$ 500.00
351000 Total						**$ 7,080.00**
352200	0100	CO ATTY	03-Aug-2021	30375	19-06440-2/TRACY, ALEXANDER	$ 600.00
			11-Aug-2021	30406	21-0738-CC2/KIRK RANGEL	$ 3,200.00
		CO ATTY 1	10-Aug-2021	30401	21-0770-CC2 SAMY SANTAMARIA	$ 8,000.00
		CO ATTY 2	27-Aug-2021	30465	20-0749-CC3/MAURICIO HERRERA MONTOYA	$ 1,178.00
					21-0739-CC2/SAMANTHA NICOLE LOUISE BRYANT	$ 400.00
					21-0748-CC3/WOO JIN YNAG	$ 1,178.00
352200 Total						**$ 14,556.00**
Grand Total						**$ 22,439.89**

Criminal Restitution August 2021

Date	Payor	Amount	Case #	Deposit Date
8/3/2021	Josiah Dilan Flowers	$ 220.00	2020-1631	8/5/2021
8/4/2021	Hunter Ryan Blish	$ 60.00	2020-1401	8/5/2021
		$ 280.00		
Date	Payor	Amount	Case #	Deposit Date
8/11/2021	Regina Letty Smith	$ 60.00	2019-3693	8/12/2021
		$ 60.00		
Date	Payor	Amount	Case #	Deposit Date
8/25/2021	Edwin Martinez	$ 253.89	2020-1207	8/26/2021
		$ 253.89		

Disbursement Summary

TXWILLIAMSONP
ROD

Collection Date Range: **07/01/2021 - 07/31/2021** **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	210.00	0.00	0.00	0.00	210.00

Disbursement Summary Totals	(+) Collection Amount	(+) Previous Escrow	(-) Escrow Deductions	(-) Escrow Held	Disbursement Amount
	210.00	0.00	0.00	0.00	210.00

Disbursement Detail

Check ID Number	Defendant	Code	(+) Collection Amount	(+) Previous Escrow	(-) Escrow Deductions	(-) Escrow Held	Disbursement Amount
12-04119	Tatom, Shawnda L (PID #: 282783)	CHKFEE	15.00	0.00	0.00	0.00	15.00
13-01110	MILLERDEN, TONI (PID #: 400958)	CHKFEE	15.00	0.00	0.00	0.00	15.00
13-01111	MILLERDEN, TONI (PID #: 400958)	CHKFEE	15.00	0.00	0.00	0.00	15.00
13-01190	MILLERDEN, TONI (PID #: 400958)	CHKFEE	15.00	0.00	0.00	0.00	15.00
13-01191	MILLERDEN, TONI (PID #: 400958)	CHKFEE	15.00	0.00	0.00	0.00	15.00
13-01542	MILLERDEN, TONI (PID #: 400958)	CHKFEE	15.00	0.00	0.00	0.00	15.00
13-01543	MILLERDEN, TONI (PID #: 400958)	CHKFEE	15.00	0.00	0.00	0.00	15.00
18-00222	Nguyen, Truly (PID #: 1543032)	CHKFEE	75.00	0.00	0.00	0.00	75.00
21-00018	Wilkinson, Jordan L (PID #: 1759848)	CHKFEE	15.00	0.00	0.00	0.00	15.00
21-00019	Wilkinson, Jordan L (PID #: 1759848)	CHKFEE	15.00	0.00	0.00	0.00	15.00
Totals:			**210.00**	**0.00**	**0.00**	**0.00**	**210.00**

PTI Fee August 2021

7/30/2021	Joshua Clayton Arans	$ 500.00	2019-6764	8/2/2021
7/30/2021	John Eugene Raymund, Jr.	$ 500.00	2020-1996	8/2/2021
		$ 1,000.00		
8/2/2021	Ricardo E Arellano	$ 360.00	2020-2558	8/4/2021
8/3/2021	Jesus Eduardo Perez-Vasquez, Jr.	$ 360.00	2019-1879	8/4/2021
		$ 720.00		
8/5/2021	Lily Rita Ewashko	$ 500.00	2019-1656	8/6/2021
8/5/2021	Francy Ellen Joachim	$ 500.00	2021-0384	8/6/2021
		$ 1,000.00		
8/6/2021	Gareth Paul Prati	$ 140.00	2020-2875	8/9/2021
		$ 140.00		
8/9/2021	Lauren Mackencie McMiller	$ 360.00	2021-0808	8/11/2021
		$ 360.00		
8/12/2021	Lance Edward Wireman	$ 360.00	2020-3501	8/13/2021
		$ 360.00		
8/16/2021	Deon Cornelius Collins	$ 500.00	2020-3081	8/18/2021
8/17/2021	Dylan Keshawn Hicks	$ 500.00	2020-1625	8/18/2021
8/17/2021	Subham Sahoo	$ 500.00	2019-4458	8/18/2021
		$ 1,500.00		
8/20/2021	Anthony Quintana	$ 500.00	2020-1656	8/23/2021
		$ 500.00		
8/23/2021	Leeann Elizabeth Cardwell	$ 500.00	2020-2676	8/25/2021
8/24/2021	Alicia Marie Jones	$ 500.00	2020-2452	8/25/2021
		$ 1,000.00		
8/25/2021	Justin Alexander Wolfe	$ 500.00	2021-0621	8/27/2021
		$ 500.00		

Commissioners Court - Regular Session **8.**

Meeting Date: 09/28/2021

Court Term

Submitted For: Bill Gravell **Submitted By:** Hal Hawes, County Judge

Department: County Judge

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take any appropriate action designating Tuesdays of each month during Fiscal Year 2022 as the Regular Term or Regular Meeting day of the week of the Williamson County Commissioners Court and all other meetings or sessions of Commissioners Court being Special Terms or Special Meetings; with such meetings being held in the Williamson County Commissioners Courtroom on the second floor of Williamson County Courthouse, 710 Main Street, Georgetown, Texas (unless otherwise amended or provided by the Williamson County Commissioners Court) [Tex. Loc. Gov't Code § 81.005].

Background

Sec. 81.005. TERMS OF COURT, MEETINGS. (a) At the last regular term of each fiscal year of the county, the commissioners court by order shall designate a day of the week on which the court shall convene in a regular term each month during the next fiscal year. If the completion of the court's business does not require a monthly term, the court need not hold more than one term a quarter. A regular term may continue for one week but may be adjourned earlier if the court's business is completed.
(b) The county judge or three county commissioners may call a special term of the court. A special term may continue until the court's business is completed. A special term may be held at a meeting place located in the county and outside the county seat if:
(1) the commissioners court agrees to meet in that location; and
(2) the meeting place is in a building providing public access that can accommodate the number of persons expected to attend the meeting.
(c) Except as provided by Subsections (b) and (f) of this section, the term shall be held at:
(1) the county seat at the courthouse;
(2) an auxiliary courthouse, courthouse annex, or another building in the county acquired by the county under Chapter 292, 293, or 305 or another law, that houses county administration offices or county or district courts, located inside the municipal limits of the county seat;
(3) the regular meeting place of another political subdivision if:
(A) the commissioners court meets with the governing body of that political subdivision located wholly or partly within the county; and
(B) the regular meeting place of that political subdivision is in the county;
(4) a meeting place in the county in a building owned by another political subdivision located wholly or partly in the county if:
(A) the commissioners court meets with the governing body of that political subdivision;
(B) the places where the commissioners court and the governing body of the political subdivision regularly hold their meetings are not large enough to accommodate the number of persons expected to attend the meeting; and
(C) the meeting place in the building owned by the political subdivision is large enough to accommodate the expected number of persons; or
(5) a meeting place in the county in a building owned by the county if:
(A) the place where the commissioners court regularly holds its meetings is not large enough to accommodate the number of persons expected to attend the meeting; and
(B) the meeting place in the building owned by the county is large enough to accommodate the expected number of persons.
(d) At the first regular term of each calendar year, the commissioners court may select, on no less than seven days notice, a new site at which terms are to be held during that year pursuant to Subsection (c)(2).

(e) On initial enactment of this legislation the county commissioners court may select a new site pursuant to Subsection (c)(2) on seven days notice and passage at a regular meeting of commissioners court.
(f) If the commissioners court determines that in the interest of public safety the term should be held at a site other than the site selected under Subsection (d), the commissioners court may, after notice, hold a term at a different site as determined by the commissioners court.
(g) Any business of the commissioners court that is required by law to be conducted at a regular term may also be conducted at any meeting of the court held on a day on which the court routinely and periodically meets, regardless of whether the periodic interval is weekly, monthly, quarterly, annually, or some other interval.
(h) The commissioners court may designate a day of the week on which the court shall convene in a regular term each month other than the day of the week designated under Subsection (a).

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/02/2021 10:55 AM
Form Started By: Hal Hawes		Started On: 09/02/2021 10:33 AM
Final Approval Date: 09/02/2021		

Commissioners Court - Regular Session **9.**

Meeting Date: 09/28/2021

Ext Amend CAMPO Fiscal

Submitted By: Becky Pruitt, County Judge

Department: County Judge

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on an Extension of Fiscal Agreement between Capital Area Metropolitan Planning Organization and Williamson County, Texas.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Ext Amend CAMPO Fiscal

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Becky Pruitt	09/22/2021 08:12 AM
Form Started By: Becky Pruitt		Started On: 09/20/2021 02:05 PM
Final Approval Date: 09/22/2021		

EXTENSION OF FISCAL AGREEMENT
BETWEEN CAPITAL AREA METROPOLITAN
PLANNING ORGANIZATION AND WILLIAMSON COUNTY

This Extension (this "Extension") of the Fiscal Agreement (the "Agreement") between Capital Area Metropolitan Planning Organization ("CAMPO") and Williamson County, Texas ("WILCO") is made effective October 1, 2021, as follows:

CAMPO and WILCO are parties to the Agreement, made effective October 1, 2016, which creates and governs the relationship between CAMPO, as principal, and WILCO, as fiscal agent, for CAMPO's fiscal, personnel management and other management matters, which said Agreement is incorporated herein by reference;

The Agreement expires September 30, 2021, unless extended for one five-year term; and CAMPO and WILCO have agreed to such an extension for an additional five-year period.

Accordingly, CAMPO and WILCO agree as follows:

1. All terms and conditions of the Agreement are hereby readopted, renewed and extended as if set forth verbatim herein; and

2. The term of the Agreement is hereby extended effective October 1, 2021, for an additional five (5) years, with an expiration date of September 30, 2026.

EXECUTED TO BE EFFECTIVE OCTOBER 1, 2021.

COUNTY OF WILLIAMSON

By:_____
Bill Gravell, Jr.
County Judge

Date: _____ ____, 20___

CAPITAL AREA METROPOLITAN PLANNING ORGANIZATION

By: Ann Kitchen
Ann Kitchen
Vice-Chair, Transportation Policy Board

Date: September 20, 2021

Commissioners Court - Regular Session **10.**

Meeting Date: 09/28/2021

Deed Without Warranty Stewart

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 Virginia Stewart and Hershel Stewart, pursuant to Section 34.05 (a) and (h) of the Texas Property Tax Code pertaining to Part of Lots 4 and 5, Block 24, City of Florence, Williamson County, Texas being more particularly described in Document #2021131138 of the Official Public Records, Williamson County, Texas (Tax Account #R310607).

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

Attachments

Deed Without Warranty

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Becky Pruitt	09/23/2021 10:58 AM
Form Started By: Becky Pruitt		Started On: 09/23/2021 10:35 AM
Final Approval Date: 09/23/2021		

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

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 TWO THOUSAND FOUR HUNDRED AND 00/100S ($2,400.00), 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 **Virginia Stewart and Hershel Stewart**, whose address is 1707 Tracy Miller Lane, Cedar Park, Texas 78613, the following described Property, to wit:

> Part of Lots 4 and 5, Block 24, City of Florence, Williamson County, Texas being more particularly described in Document #2021131138 of the Official Public Records, Williamson County, Texas (Tax Account #R310607)

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 **Virginia Stewart and Hershel Stewart**, 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.

The consideration paid by the grantee is the lesser of the total amount of the judgments against the property or the market value specified in the judgment, this conveyance is made pursuant to Section 34.05 (a) and (h) of the Texas Property Tax Code.

IN TESTIMONY WHEREOF the County of Williamson, Texas, Trustee, joined herein by the City of Florence, Texas and the Florence Independent School District have caused these presents to be executed on this the____day of _____, 2021.

Commissioners Court of Williamson County, Texas

By_____
County Judge

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

BEFORE ME, the undersigned authority, on this day personally appeared Bill Gravell, Jr., Williamson County Texas, Judge, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same in the official capacity indicated and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the_____day of _____, 2021.

_____
Notary Public, State of Texas
My commission expires_____

After recording, return to:
Virginia Stewart and Hershel Stewart
[redacted]

Commissioners Court - Regular Session **11.**

Meeting Date: 09/28/2021

Interlocal Agreement for First Responder Influenza Vaccines

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on entering into an Interlocal Agreement with the Williamson County and Cities Health District (WCCHD) and Williamson County for First Responder Influenza Vaccines, in the amount of $11,964.68, and authorizing the execution of the agreement. Purchase is exempt from competetive bidding under Texas Local Government Code 262.024 (2) an item necessary to preserve or protect the public health or safety of the residents of the county.

Background

In the interest of promoting the public health and safety and supporting the County's operations, the WCCHD will provide an estimated 692 doses to the County at a cost of $17.29 per dose to be administered by county personnel for the benefit of the following:

- Sherrif's Office/Corrections – 450 Doses
- EMS/Emergency Communications/MOT/Emergency Services Operations Departments – 242 Doses

Total is 692 doses x $17.29 per dose for a cost of $11,964.68. The point of contact is Shelley Loughery. The funding source is the Wellness Program 01.0885.0885.004996.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

ILA Agreement with WCCHD

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	09/23/2021 08:45 AM
County Judge Exec Asst.	Becky Pruitt	09/23/2021 08:49 AM
Form Started By: Johnny Grimaldo		Started On: 08/18/2021 11:38 AM
Final Approval Date: 09/23/2021		

INTERLOCAL COOPERATION AGREEMENT BETWEEN WILLIAMSON COUNTY AND CITIES HEALTH DISTRICT AND WILLIAMSON COUNTY, TEXAS, FOR FIRST RESPONDER INFLUENZA VACCINES

RECITAL

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

AGREEMENT

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

1. Effective Date and Term

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

2. Influenza Vaccines for First Responders

In the interest of promoting the public health and safety and supporting The County's operations, the Health District will provide an estimated 692 doses to The County at a cost of $17.29 per dose to be administered by county personnel for the benefit of the following:

SO/Corrections – 450 Doses
EMS/Emergency Communications/MOT/Emergency Services Operations Departments – 242 Doses

692 total doses x $17.29 for a cost of $11,964.68

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 County receives an invoice for the goods or services [in this case may be in the form of an e-mail]. Interest charges for any overdue payments shall be paid to Health District in accordance with

Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of The County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

It is understood and agreed that The County shall be responsible for administration of doses (The EMS Department will administer to Emergency First Responders and 911 and Sheriff's Office/Corrections Department will have the Jail Medics administer to the Corrections employees).

3. Termination

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

4. Notices

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

If to Williamson County:
Name: Hon. Bill Gravell, Williamson County Judge
Address: 710 Main St.
Georgetown, Texas 78626

If to City of Health District:
Name: Derrick L. Neal, MPA, Executive Director
Address: 355 Texas Ave.
Round Rock, Texas 78664

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

5. Miscellaneous

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

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

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

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

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

5.6. This agreement may not be assigned.

AGREED AND APPROVED;

WILLIAMSON COUNTY

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

HEALTH DISTRICT

By: Dietrick L. Noal _____ **Date:** 09/15/2021
Authorized Representative

Commissioners Court - Regular Session **12.**

Meeting Date: 09/28/2021

Ingmar Medical Software License 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 authorizing end user software license related to the previously approved purchase of ASL 5000 Ventilator Training Device from Ingmar Medical and authorize the execution of the County Addendum.

Background

There is no additional cost to the county for the software license and the related equipment purchase which was approved on 08.21.2021 under agenda Item No.14. Mike Knipstein is the point of contact and CARES funds to be used.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

End User Agreement

County Addendum

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	09/23/2021 10:35 AM
County Judge Exec Asst.	Becky Pruitt	09/23/2021 10:49 AM
Form Started By: Johnny Grimaldo		Started On: 09/22/2021 03:22 PM
Final Approval Date: 09/23/2021		

TRU MONITOR: END USER LICENSE AGREEMENT TERMS AND CONDITIONS

1. INTRODUCTION

1.1 This page sets out the general terms and conditions (**General Terms**) which apply to the licensing of Services (as defined below) in relation to the App (as defined below) from the Supplier (as defined below) to the End User (as defined below.

1.2 The parties' agreement is made up of (i) these General Terms; (ii) the Quotation (if any); and (iii) any other written document either issued by the Supplier (and expressly referring to and incorporating itself into the agreement), the reseller or any amendments or supplements to the agreement signed and agreed in writing between the parties including the reseller. Together the above documents shall constitute and be known as the "**agreement**", and apply to the contract between the parties to the exclusion of any other terms that the End User may seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

1.3 When construing the meaning of the Agreement, the documents listed in clause 1.2 shall be interpreted in a reverse order of priority in the event of any inconsistency or conflict, with documents appearing later in the list taking priority over documents appearing earlier in the list.

1.4 The Licensor may amend these General Terms from time to time as set out in clause 14.12.

2. INTERPRETATION

2.1 In this agreement:

App means the Supplier's mobile based software application, "TruMonitor"®.

Authorised Users means those employees and agents of the End User only, who are authorised to use the App and its ancillary documentation who have agreed to these terms.

Business Day means any day which is not a Saturday, Sunday, bank or public holiday in Northern Ireland.

Commencement Date means the date that the Customer first pays Subscription Fees in respect of any Authorised User(s).

Confidential Information means in relation to either party, any or all information of a confidential nature (whether in oral, written or electronic form) including trade secrets and information of commercial value known and belonging to that party and concerning its business, suppliers, customers, products or services (including without limitation the App and its ancillary documentation) and any other information which the recipient knows or is notified or has reason to believe is confidential to the disclosing party.

End User Data means the data, content and images inputted by the End User, the Authorised Users or (if applicable) the Supplier (or its sub- contractors) on the End User's behalf for the purpose of facilitating the use of the App.

End User Equipment means a modern mobile (Apple or Android, once the App is supported on that platform) device capable of running the App and internet access.

EULA means the end-user licence agreement and privacy policy which all Authorised Users are required to sign up to before beginning to use the Services.

Licence Restrictions means the licence restrictions specified in this agreement.

Purpose means accessing and using the Services for their functionally contemplated training and simulation purposes only.

Quotation means the written quotation form provided by the reseller to the End User and agreed by the End User in respect of the subject matter of the agreement, or if none is signed or agreed, then the email correspondence or other online web page in or on which the relevant commercial terms are set out.

Service Charges means the service charges that the Supplier confirms to the End User from time to time in respect of any bespoke services requested by the End User.

Subscription Fees means the total amounts specified online or by the reseller to the End User including within a Quotation when purchasing User Subscriptions from time to time or otherwise payable in accordance with the terms of this agreement, to be paid in accordance with the timeframes and other stipulations set out in this agreement.

Subscription Term means the term beginning on the Commencement Date, and continuing for the period specified either in the Quotation, online, within reseller documentation or when the End User signs up to purchase the App, unless and until this agreement is terminated in accordance with its terms. If a perpetual term is specified online or in any Quotation, this shall be interpreted as meaning a term which endures so long as the App is generally updated and maintained by the Supplier.

Supplier means TruCorp Limited (Customer number NI042894) whose registered office is at 33 Waringstown Road, Lurgan, County Armagh, BT66 7HH, Northern Ireland.

Support means the support services to be provided by the Supplier in relation to each Authorised User, and made available, unless otherwise specified, during the Supplier's standard business hours (8.00am to 4.00pm UK time on Business Days) via email contact to info@trucorp.com or phone to +44 (0_ 28 3888 2714 Remote access must be provided by the End User to allow the Supplier access to the End User Equipment for emergency fixes. The Supplier may also provide online support resources for Authorised Users.

Term means the term of this agreement as defined in clause 13.1.

Services means hosting of the App and making it available for access toAuthorised Users using the End User Equipment.

User Subscriptions means the subscriptions purchased by the Customer which entitle Authorised Users to access and use the Services and its ancillary documentation in accordance with this agreement.

2.2 Clause, schedule and paragraph headings shall not affect the interpretation of this agreement. References to clauses and schedules are to the clauses and schedules of this agreement.

2.3 Words in the singular shall include the plural and vice versa.

2.4 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time beingin force made under it.

3. SUBSCRIPTIONS

3.1 Subject to payment and the other restrictions set out in this agreement,the Supplier hereby grants to the End User, subject to the Licence Restrictions, a non-exclusive, non-transferable right to permit the Authorised Users to use the Services during the Subscription Term of the User Subscriptions for such Authorised Users solely for the Purpose.

3.2 In relation to the Authorised Users, the End User undertakes that: (a) it shall be responsible for compliance by Authorised Users with the terms ofthis agreement, and that the restrictions on the End User set out within this agreement shall, unless the context requires otherwise, equally apply to any such persons; (b) the number of Authorised Users shall not exceed the number of User Subscriptions the End User has purchased from time to time; (c) it will not allow or suffer any User Subscription to be used by more than one individual Authorised User unless it has been reassigned in its entirety to another individual Authorised User, in which case the prior Authorised User shall no longer have any right to access or use the Services and/or its documentation; (d)each Authorised User shall keep a secure password for his use of the Services and its documentation, and that each Authorised User shall keep his password confidential; (e) it shall maintain a written, up to date list of current Authorised Users and provide such list to the Supplier within5 Business Days of the Supplier's written request at any time or times; (f)it shall permit the Supplier to audit the Services in order to establish the name and password of each Authorised User. Such audit may be conducted no more than once per quarter, and with reasonable prior notice; (g) if any of the audits referred to in clause 3.1(f) reveal that the End User has underpaid Subscription Fees to the Supplier, then without prejudice to any other right to which it may be entitled, the End User shallpay to the Supplier an amount equal to such underpayment (as calculated by reference to the Subscription Fees for additional Authorised Users) within 5 Business Days of the date of the relevant audit; and (h) if any of the audits referred to in clause 3.1(f) reveal that any password has been provided to any individual who is not an Authorised User, then without prejudice to the Supplier's other rights, the End User shall promptly disable such passwords and the Supplier shall not issue any new passwords to any such individual.

3.3 The End User shall not access, store, distribute or transmit any viruses,or any material during the course of their use of the Services that: (a) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassingor racially or ethnically offensive; (b) facilitates illegal activity; (c) depicts sexually explicit images; (d) promotes unlawful violence; (e) is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability, or any other illegal activity; or (f) causes damage or injury to any person or property; and the Supplier reserves the right, without liability to the End User, to disable the End User's access to any material that breaches the provisions of this clause.

3.4 The End User shall not: (a) other than as permitted by law or this agreement, attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion ofthe App and/or its documentation (as applicable) in any form or media or by any means; nor attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part ofthe App; or (b) access all or any part of the Services in order to build a product or service which competes with the Services; or (c) use the Services to provide services to third parties; or (d) subject to clause 14.6, license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services available to any third party except the Authorised Users and End Users; or (e) attempt to obtain, or assist third parties in obtaining, access to the Services, other than as provided under this clause 3; or (f) interfere with or disrupt the integrity or performance of the Services or third party data contained therein; or (g) attempt to gain unauthorised access to the Services or their related systems or networks.

3.5 The End User shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and/or its documentation and, in the event of any such unauthorised access

or use, promptly notify the Supplier.

3.6 The rights provided under this clause 3 are granted to the End User only, and shall not be considered granted to any subsidiary or affiliate of the End User.

3.7 The End User must ensure that its use of the Services and all End User Data is at all times compliant with the terms of this agreements, allapplicable laws and regulations (nationally and internationally) and the End User represents and warrants that: (i) it has obtained all necessary rights, releases and permissions to provide all the End User Data to the Supplier and to grant the rights granted to the Supplier in this agreement and (ii) the End User Data and its transfer to and use by the Supplier as authorized by the End User under this agreement do not violate any laws (including without limitation those relating to export control and electronic communications) or rights of any third party, including without limitation any intellectual property rights, rights of privacy, or rights of publicity, and any use, collection and disclosure authorized herein is not inconsistent with the terms of any applicable privacy policies. Other than its security obligations under clause 9.3, the Supplier assumes no responsibility or liability for End User Data, and the End User shall be solely responsible for End User Data and the consequences of using, disclosing, storing, or transmitting it.

4. ADDITIONAL USER SUBSCRIPTIONS

4.1 Subject to clause 4.2, the End User may, from time to time during the Subscription Term, purchase additional User Subscriptions.

4.2 The End User shall, within 30 days of the date of the Supplier's or resellers invoice, pay the relevant fees for such additional User Subscriptions.

5. SERVICES

5.1 The Supplier shall, during the Subscription Term provide the Support and the Services to the End User on and subject to the terms of this agreement.

5.2 The Supplier shall procure hosting of the App from its hosting sub-contractor and make the Services available to the End User in accordance with the terms imposed upon it by its hosting sub-contractor from time to time, a copy of which will be provided to the End User upon request. The Supplier shall use reasonable endeavours to inform the End User in advance of any planned service interruption.

5.3 Where the End User has purchased a "lifetime support and upgrades policy" for the App the Supplier will, as part of the Services and at no additional cost to the End User other than the Subscription Fees, provide the End User with the Support for the lifetime of the App (i.e. the period over which it is generally maintained and upgraded by the Supplier) in accordance with the Supplier's support services policy in effect at the timethat the Services are provided, subject to fair usage of the Support by the End User. Where such a policy is purchased, the End User shall also be entitled, at no additional charge, to any upgrades or improvements to the App which the Supplier may release over the lifetime of the App (i.e. the period over which it is generally maintained and upgraded by the Supplier). For the avoidance of doubt, if no such policy has been purchased, no Support or upgrades shall be offered by the Supplier.

5.4 Clause 5.3 notwithstanding, the Supplier may, from time to time at its discretion, generally upgrade and improve the App as it sees fit and the End User acknowledges that if the Supplier chooses to generally release such upgrades and improvements they may affect the End User's use of the Services. Any specific upgrades requested by the End User are chargeable by the Supplier.

5.5 There may be storage limits associated with particular Services, which are generally subject to fair usage limits. The Supplier reserves the right to charge for additional storage or overage fees at the rates specified by the Supplier to the End User from time to time, either on the Supplier's website or otherwise. The Supplier may impose new, or may modify existing, storage limits for the hosted Services at any time in the Supplier's discretion, giving notice to the End User, either on the Supplier's website or otherwise.

6. SUPPLIER'S OBLIGATIONS

6.1 The Supplier undertakes that the Services will be performed with reasonable skill and care for the lifetime of the App (i.e. the period over which it is generally maintained and upgraded by the Supplier).

6.2 The undertaking at clause 6.1 shall not apply to the extent of any non- conformance which is caused by use of the Services contrary to the Supplier's instructions, or modification or alteration of the Services by any party other than the Supplier or the Supplier's duly authorised contractors or agents. If the Services do not conform with the foregoing undertaking, Supplier will, at its expense, use all reasonable commercial endeavours to correct any such non-conformance promptly, or provide the End User with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the End User's sole and exclusive remedy for any breach of the undertaking set out in clause 6.1. Notwithstanding the foregoing, the Supplier does not warrant that the use of the Services will be uninterrupted or error-free, nor thatthe Services and/or documentation will meet the End User's requirements.

6.3 The End User acknowledges that it has assessed the suitability of the Services for its requirements. The Supplier does not warrant that the App,the Services and/or its documentation will be suitable for such requirements or that any use will be uninterrupted or error free. The undertaking in this clause 6 shall not apply if the End User makes or causes to be made any modifications to the App or Services without the Supplier's consent or the App is used in combination with any software, hardware or materials not supplied by the Supplier or approved in writing by the Supplier or the App or Services are used in an application for which they were not intended or the App or Services are used otherwise than as permitted by this agreement.

6.4 This agreement shall not prevent the Supplier from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under this agreement.

6.5 The Supplier warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of itsobligations under this agreement.

7. END USER'S OBLIGATIONS

The End User shall: (a) at its cost, provide the Supplier or reseller with all necessaryco-operation in relation to this agreement, and all necessary data and access to information as may be required by the Supplier, its agents, resellers or contractors, in order to render the Services, including but not limited to applicable specifications, data management decisions, approvals, security access information and configuration services; (b) comply with allapplicable laws and regulations with respect to its activities under this agreement; (c) carry out all other End User responsibilities set out in this agreement in a timely and efficient manner. In the event of any delays,the Supplier may adjust any agreed timetable or delivery schedule as reasonably necessary; (d) ensure that the Authorised Users use the Services in accordance with the terms and conditions of this agreement and shall be responsible for any breach of this agreement by either; (e) obtain and shall maintain all necessary licences, consents, and permissions necessary for the Supplier, its contractors and agents to perform their obligations under this agreement, including without limitationthe Services; (f) ensure that its network and systems comply with the relevant specifications provided by the Supplier from time to time; (g) be solely responsible for procuring and maintaining its network connections and telecommunications links, and maintaining appropriate End User Equipment; (h) provide a single main point of contact who can address questions or issues relating to the Services, provide timely feedback and review any changes to the Services; and (i) be solely responsible at its own cost for generating End User Data, content and data required to utilise the services and uploading all such content and data to the site provided to the End User using the Services. In the event that the End User requires any assistance from the Supplier in this regard, the Supplier may provide such assistance as it deems appropriate at its then prevailing charges.

8. CHARGES AND PAYMENT

8.1 The End User shall pay the Subscription Fees as set forth by the reseller in writing.

8.2 If the reseller has not received payment for any Subscription Fees in advance, and/or any Services Charges or other charges within 10 days after the due date, without prejudice to any other rights and remedies of the reseller or Supplier: (a) the Supplier may, without liability to the End User, disable the End User's and any Authorised Users' passwords, accounts and access to all or part of the Services and the Supplier shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid; and (b) interest shall accrue on such due amounts at a monthly rate equal to 1.5% over the then current base lending rate of HSBC plc at the date the relevant invoice was issued, commencing on the due date and continuing until fully paid, whether before or after judgment.

8.3 All amounts and fees stated or referred to in this agreement: (a) are non-cancellable and non-refundable; (b) are exclusive of value added tax.

8.4 If, at any time whilst using the Services, the End User exceeds the Licence Restrictions, the Supplier and/or reseller shall charge the End User, and the End User shall pay, the Supplier's then prevailing charges for such excessive use.

8.5 Backup of all End User Data is the sole responsibility of the End User. Bespoke upgrades may be undertaken on request, subject to confirmation by Supplier, and are charged for by the Supplier at its then prevailing standard daily rate. Any on-site support required by the End User and agreed by the Supplier will be chargeable at the Supplier's then prevailing standard daily rates.

9. PROPRIETARY RIGHTS

9.1 The End User acknowledges and agrees that the Supplier and/or its licensors own all intellectual property rights in the Services, App and its documentation. Except as expressly stated herein, this

agreement does not grant the End User any rights to, or in, patents, copyrights, database rights, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of the Services, App and its documentation.

9.2 The End User shall own all rights, title and interest in and to all of the End User Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the End User Data and the means by which it acquired such End User Data.

9.3 The Supplier shall use reasonable endeavours to maintain appropriate administrative, physical and technical safeguards for protection of the security, confidentiality and integrity of End User Data. However, the End User understands and acknowledges that use of the hosted Services necessarily involves transmission of the End User Data over networks that are not owned, operated or controlled by the Supplier, and that the Supplier cannot be held responsible for any End User Data lost, altered, intercepted or stored across such networks. The Supplier does not guarantee that its security procedures will be error-free, that transmissions of the End User Data will always be secure or that unauthorized third parties will never be able to defeat the Supplier's security measures or those of the Supplier's third party service providers.

9.4 The Supplier shall not modify End User Data, disclose End User Data or access End User Data except: (a) as required by law; (b) as expressly permitted by the End User; (c) to provide the Services; (d) to address technical problems or issues with the Services; or (e) at the End User's request when providing Support.

9.5 The Supplier shall use its reasonable commercial endeavours to back-up all End User Data on a daily basis. In relation to images comprised in the End User Data, the Supplier shall use its reasonable commercial endeavours to procure from its hosting provider back-up of such imagesin accordance with its hosting provider's terms for provision of back-up services from time to time. In the event of any loss of or damage to End User Data, the End User's sole and exclusive remedy shall be forthe Supplier to use its reasonable commercial endeavours to restore the lost or damaged End User Data from the latest back-up of such End User Data maintained by the Supplier (or its hosting provider, as appropriate according to the nature of the End User Data which has beenlost or damaged).

9.6 If the Supplier processes any personal data on the End User's behalf when performing its obligations under this agreement, the parties record their intention that the End User shall be the data controller and the Supplier shall be a data processor and in any such case: (a) the End User shall ensure that the End User is entitled to transfer the relevant personal data to the Supplier so that the Supplier may lawfully use, process and transfer the personal data in accordance with this agreement on the End User's behalf; (b) the End User shall ensure that the relevant third parties have been informed of, and have given their consent to, such use, processing, and transfer as required by all applicable data protection legislation; (c) the Supplier shall process the personal data only in accordance with the terms of this agreement and any lawful instructions reasonably given by the End User from time to time; and (d) each party shall take appropriate technical and organisational measures against unauthorised or unlawful processing of the personal data or its accidental loss, destruction or damage.

10. CONFIDENTIALITY

Each party shall maintain the confidentiality of the other party's Confidential Information and shall not, without the prior written consent of the other, use, disclose, copy or modify the other party's Confidential Information (or permit any third party to do so) other than as strictly necessary for the performance of its rights and obligations under this agreement. The provisions of this clause shall not apply to any information which: (a) is or comes into the public domain without breachof this agreement; or (b) was in the possession of the receiving party priorto receipt from the disclosing party without an obligation of confidence; or (c) was obtained from a third party free to divulge such information; or (d) is required to be disclosed by law or by any legal, regulatory or administrative body.

11. INDEMNITY

11.1 The End User shall defend, indemnify and hold harmless the Supplier and reseller against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with its and/or the Authorised Users' use of the Services including, without limitation, for any liability, damages, costs or claims incurred by the Supplier due to the End User's use of the Services for any purpose outside of the Purpose or any claim relating to End User Data, including, without limitation, any claim brought by a third party alleging that End User Data, or the End User's use of the Services in breach of this agreement infringes or misappropriates the intellectual property rights of a third party or violates applicable law.

11.2 The Supplier shall, subject to clause 11.5 and the limitations in this clause12, defend the End User against any claim that the Services infringe any United Kingdom or United States patent effective as of the Commencement Date, copyright, trade mark, database right or right of confidentiality, and shall indemnify the End User for any amounts awarded against the End User in judgment or settlement of such claims, provided that: (a) the Supplier is given prompt notice of any such claim; (b) the End User provides reasonable co-operation to the Supplier and/or reseller in the defence and settlement of such claim, at the Supplier's expense; and (c) the Supplier is given sole authority to defend or settle the claim.

11.3 In the defence or settlement of any claim, the Supplier may procure the right for the End User to continue using the Services, replace or modify the Services so that they become non-infringing or, if such remedies are not reasonably available, terminate this agreement without any additional liability or obligation to pay liquidated damages or other additional costs tothe End User.

11.4 In no event shall the Supplier, its employees, agents and sub-contractors be liable to the End User to the extent that the alleged infringement is based on: (a) a modification of the Services by anyone other than the Supplier; or (b) the End User's use of the Services in a manner contrary to the instructions given to the End User by the Supplier or reseller; or (c) the End User's use of the Services after notice of the alleged or actual infringement from the Supplier or any appropriate authority.

11.5 The foregoing states the End User's sole and exclusive rights and remedies, and the Supplier's (including the Supplier's employees', agents' and sub-contractors') entire obligations and liability, for infringement of any patent, copyright, trade mark, database right or right of confidentiality.

12. LIMITATION OF LIABILITY

12.1 This clause 12 sets out the entire financial liability of the Supplier (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the End User in respect of: (a) any breach of this agreement (including without limitation, any claim under clause 11.2); (b) any use made by the End User of the App, Support or any part of them; and (c) any representation, statement or tortious act or omission (including negligence) arising under or in connection with this agreement.

12.2 Except as expressly and specifically provided in this agreement: (a) all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this agreement; (b) the Services and all other services provided, procured and/or sub-contracted by the Supplier under this agreement, are provided to the End User on an"as is" basis; and (c) the End User assumes sole responsibility for results obtained from the use of the Services and its associated documentationby the End User and Authorised Users, and for conclusions drawn from such use. The Supplier shall have no liability for any damage caused by errors or omissions in any information, instructions or data provided to theSupplier by the End User in connection with the Services, or any actions taken by the Supplier at the End User's direction.

12.3 Nothing in this agreement excludes the liability of any party: (a) for death or personal injury caused by its negligence; or (b) for fraud or fraudulent clause 12.2. and clause 12.3: (a) the Supplier shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or lossor corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under this agreement; and (b) the Supplier's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this agreement shall be limited to the total Subscription Fees paid for the UserSubscriptions during the 12 months immediately preceding the date on which the claim arose. No party shall be responsible or otherwise liable for consequential or exemplary damages.

13. TERM AND TERMINATION

13.1 This agreement shall commence on the Commencement Date and shall (unless terminated earlier in accordance with these terms) continue in full force and effect until the end of the Subscription Term.

13.2 Without prejudice to any other rights or remedies to which the parties maybe entitled, either party may terminate this agreement without liability to the other if: (a) the other party commits a material breach of any of the terms of this agreement and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing of the breach; or (b) an order is made or a resolution is passed for the winding up of the other party or if an order is made for the appointment of an administrator to manage the affairs, business and property of the otherparty, or if such an administrator is appointed or if documents are filedwith the court for the appointment of an administrator or if notice ofintention to appoint an administrator is given by the other party or its directors or by a qualifying charge holder, or if a receiver is appointed of any of the other party's assets or undertaking or if circumstances arise which entitle the court or a creditor to appoint a receiver or manager or which entitle the court to make a winding-up order or if the other party takes or suffers any similar or analogous action in

consequence of debt;or (c) the other party ceases, or threatens to cease, to trade.

13.3 On expiry or termination of this agreement for any reason: (a) all licences granted under this agreement shall immediately terminate, even if the Subscription Term is defined as "perpetual" in, or if no expiration date is specified in, the Quotation; (b) each party shall return and make nofurther use of any Confidential Information belonging to the other party; and (c) the accrued rights of the parties as at expiry or termination, or the continuation after expiry or termination of any provision expressly statedto survive (including, without limitation, clauses 1, 9, 10, 11.1, 12, 13.3and 14) or implicitly surviving termination, shall not be affected or prejudiced; and (d) the Supplier may destroy or otherwise dispose of any of the End User Data in its possession unless the Supplier receives, no later than 10 days after the effective date of termination of this agreement, a written request for the delivery to the End User of the then most recent back-up of the End User Data. The Supplier shall use reasonable commercial endeavours to deliver the back-up to the End User within 30 days of receipt of such a request, provided that the End User has, at that time, paid all fees and charges outstanding at and resulting from termination (whether or not due at the date of termination). The End User shall pay all reasonable expenses incurred by the Supplier in returning or disposing of End User Data.

14. GENERAL

14.1 The Supplier shall have no liability to the End User under this agreement if it is prevented from or delayed in performing its obligations under this agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors, provided that the End User is notified of such an event and its expected duration.

14.2 A waiver of any right under this agreement is only effective if it is in writing and it applies only to the party to whom the waiver is addressed and to the circumstances for which it is given.

14.3 Unless specifically provided otherwise, rights arising under this agreement are cumulative and do not exclude rights provided by law.

14.4 If any provision (or part of a provision) of this agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties. This agreement, and any documents referred to in it, constitute the whole agreement between the parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter they cover.

14.5 Neither party shall, without the prior written consent of the other party (such consent not to be unreasonably withheld, delayed or conditioned), assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this agreement."

14.6 Nothing in this agreement is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

14.7 Notwithstanding any other provisions of this Agreement, nothing in this Agreement confers or purports to confer any right to enforce any of its terms on any person who is not a party to it.

14.8 Any notice required or permitted to be given under this agreement shall be in writing and shall be delivered or transmitted to the intended recipient's address as specified in this agreement or such other address as either party may notify in writing to the other from time to time for this purpose. Any notice shall be treated as having been served on delivery if delivered by hand, 4 Business Days after posting if sent by pre-paid first class post, and on completion of transmission if sent by facsimile (subject to receipt of acknowledgement of successful transmission).

14.9 The construction, validity and performance of this agreement shall be governed by the laws of Northern Ireland, and the parties submit to the exclusive jurisdiction of the courts of Northern Ireland.

14.10 This agreement may be executed in any number of counterparts, each of which will be considered an original, but all of which together will constitute the same agreement. The exchange of a fully executed agreement (in counterparts or otherwise) by facsimile or electronic transmission shall be sufficient to bind the parties to the terms and conditions of this agreement.

14.11 No variation of this agreement shall be effective unless it is in writing and signed by authorised representatives of each of the parties.

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

COUNTY ADDENDUM FOR PURCHASE OF GOODS AND SERVICES DURING COVID-19 OPERATIONS (Federal Emergency Management Agency "FEMA" Requirements)

Important Notice: County Purchase Orders and Agreements constitute expenditures of public funds, and all vendors are hereby placed on notice that such procurement is subject to the extent authorized by Federal and Texas law, including but not limited to Federal Emergency Management Agency Rules and Regulations, Tex. Const. art. XI, § 7, the Texas Government Code, the Texas Local Government Code, and the Texas Transportation Code, the Texas Health & Safety Code.

THIS AGREEMENT is made and entered into by and between **Williamson County, Texas** (hereinafter "Customer" or "The County" or "Williamson County" or "Buyer" or "End User"), a political subdivision of the State of Texas, acting herein by and through its governing body, and TruCorp Limited (hereinafter "Service Provider" or "Supplier"). Customer agrees to engage Service Provider as an independent Contractor, to assist in providing certain goods or 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. Supplier's End User Licence, which is incorporated herein as if copied in full; and
B. This County Addendum for Purchase of Goods and Services During Covid-19 Operations (Federal Emergency Management Agency "FEMA" Requirements).

Where there is any conflict between this Addendum and any of the above-referenced Agreement documents or incorporated documents, the terms of this Addendum shall control.

II.

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

III.

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

IV.

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

V.

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.

VI.

Texas Law Applicable to Indemnification and Limitation of Liability: All indemnifications or limitations of liability shall be to the extent authorized under Texas law.

VII.

Payment: 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 Agreement; (2) the date the performance of the service under the Agreement 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.

VIII.

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 ninety (90) 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 received.**

IX.

Right to Audit: Service Provider agrees that Customer or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Service Provider which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Service Provider agrees that Customer shall have access during normal working hours to all necessary Service Provider facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. Customer shall give Service Provider reasonable advance notice of intended audits. In no circumstances will Service Provider be required to create or maintain documents not kept in the ordinary course of Service Provider's business operations, nor will Service Provider be required to disclose any information, including but not limited to product cost data, which it considers confidential or proprietary.

X.

Mediation: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on the Agreements relevant to this Agreement.

XI.

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

XII.

No Assignment: This agreement may not be assigned by either party without prior written consent.

ADDITIONAL REQUIREMENTS FOR FEDERAL EMERGENCY MANAGEMENT AGENCY ("FEMA") COMPLIANCE:

XIII.

Clean Air Act and The Federal Water Pollution Control Act Compliance: Service Provider agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. and the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. and Service Provider agrees to report each violation to the Customer and understands and agrees that the Customer will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. If applicable, Service Provider agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

XIV.

Suspension and Debarment: (1) This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Service Provider is required to verify that none of the Service Provider's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The Service Provider must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by Customer. If it is later determined that the Service Provider did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Customer, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The Service Provider, bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any agreement that may arise from this offer. The Service Provider, bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

XV.

Recovered Materials: (1) In the performance of this Agreement, the Service Provider shall make maximum use of products containing recovered materials that are

EPA-designated items unless the product cannot be acquired— (a) Competitively within a timeframe providing for compliance with the contract performance schedule; (b) Meeting contract performance requirements; or (c) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site: https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program.

(3) The Service Provider also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

XVI.

Access to Records: The following access to records requirements apply to this Agreement:

(1) The Service Provider agrees to provide Customer, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Service Provider which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Service Provider agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Service Provider agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the Customer and the Service Provider acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

XVII.

Use of DHS Seals and Related Items: The Service Provider shall not use Department of Homeland Security ("DHS") seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

XVIII.

Compliance with Federal Law and FEMA Rules: This is an acknowledgement

that FEMA financial assistance will be used to fund all or a portion of the agreement. The Service Provider will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

XIX.

Compliance with Byrd Anti-Lobbying Act, 31 U.S.C. § 1352 (as amended): Service Providers who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

XX.

No Federal Government Obligations: The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Service Provider, or any other party pertaining to any matter resulting from this Agreement.

XXI.

False Claims Act Compliance and Program Fraud Prevention: The Service Provider acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Service Provider's actions pertaining to this Agreement.

XXII.

County Judge or Presiding Officer Authorized to Sign Agreement: 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:	SERVICE PROVIDER:
	Elizabeth Bolen
_____	_____
Authorized Signature	Authorized Signature
Date: _____, 2021	Date: September 21, 2021

Commissioners Court - Regular Session **13.**

Meeting Date: 09/28/2021

Love146 Agreement Sheriff's Office

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 License Agreement between Williamson County and Love146, Inc. for Prevention Education for vulnerable and at-risk youth in regards to child trafficking and exploitation for an annual relicensing fee of $200.00 per person with a $50.00 materials fee charged for each individual receiving training, and authorizing the execution of the agreement.

Background

The approval of this License Agreement will benefit the Williamson County Sheriff's Office with educational tools and information resources to aid in the prevention of child trafficking and exploitation and to help serve and protect our youth. Currently, this training is conducted by Deputy Sheriff Matthew Kreidel and the County does not incur a fee. This arrangement is ending, however, and the fees will apply in upcoming years. Training fees will be expenses within approved budgetary limits. More information is defined in the attached agreement outlining the program. The department point of contact is Chief James Carmona. Purchase shall be expensed to 01.0100.2009.4232.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Not a Number Love 146 Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	09/23/2021 11:19 AM
County Judge Exec Asst.	Becky Pruitt	09/23/2021 11:30 AM
Form Started By: Mary Watson		Started On: 09/17/2021 03:09 PM
Final Approval Date: 09/23/2021		

NOT A NUMBER | LOVE146

LICENSE AGREEMENT
Not a Number: A Child Trafficking and Exploitation Prevention Curriculum

Parties

1.1 Parties. This License Agreement (the "Agreement") is entered into and executed as of **July 21, 2021** ("Effective Date"), by and between **Love146, Inc.** ("Love146"), and **Williamson County Sheriff's Office** ("Licensee") (each, a "Party," and collectively, the "Parties").

Purpose

2.1 Prevention Education. Love146 developed the *Not a Number* curriculum (the "Curriculum") in an effort to equip vulnerable and at-risk youth with educational tools and information resources with which to protect themselves and their peers from the modern realities of child trafficking and exploitation. Licensee seeks to utilize the Curriculum in aid of its efforts to serve and protect similarly situated youth.

License

3.1 License. Subject to the terms and conditions in this Agreement, Love146 hereby grants Licensee, for the duration of the Term (as defined in 8.1), a nonexclusive, non-sublicensable, non transferable license (the "Curriculum License") to the Curriculum. Licensee shall have the following limited rights under the Curriculum License:

(a) to use the Curriculum for implementation of the Curriculum in the United States, but in no event shall Licensee be permitted to use the Curriculum for anything other than nonprofit, educational purposes; and

(b) to display, reproduce, distribute, and/or perform one or more parts of the Curriculum that are intended for participant use during implementation of the Curriculum.

3.2 Versions and Updates. The licensed Curriculum includes the materials specified in Exhibit A plus any attendant collateral materials available through the Curriculum web portal. Love146 will deliver any updates to the Curriculum (including any attendant collateral materials) to Licensee as available. Delivery will be in the sole discretion of Love146, which will maintain no obligation to develop any updates or materials.

3.3 Limitation of License. Licensee may not adapt, alter, transform, or otherwise create derivative works of the Curriculum except with written authorization from Love146. Any derivative works created by Licensee shall be owned by Love146 and will be included as part of the Curriculum licensed to Licensee under this Agreement. Licensee shall not utilize, reproduce, distribute, or perform the Curriculum except as specifically provided in this Agreement. Doing so will constitute a material breach and give Love146 the option to terminate the Agreement immediately, notwithstanding anything to the contrary in Section 8.2.

Training and Implementation

4.1 Delivery of Curriculum. Love146 will deliver the Curriculum and any updates and attendant collateral materials to Licensee in printed and/or electronic form.

4.2 Qualifications to Implement. Working with vulnerable and at-risk youth is a sensitive undertaking and must be done with thoughtfulness and care. The care must be even greater when youth have experienced or are experiencing exploitation and abuse. Because disclosures relating to abuse and exploitation are common during Curriculum implementation sessions, Licensee shall designate employees or persons under the control or supervision of Licensee ("Qualified Facilitators") to facilitate implementation of the Curriculum. Qualified Facilitators must possess a minimum level competency and training in the areas of trauma, commercial sexual exploitation, substance abuse, mental health, and behavioral management, including, but not limited to:

(a) understanding methods for appropriately acknowledging victim experience and avoiding victim retraumatization, and understanding protocol for making appropriate referrals; and

(b) understanding their duties under applicable mandatory reporting laws for the state in which they provide training.

Licensee may provide access to the Curriculum only to Qualified Facilitators who have received Training from Love146. Licensee may not distribute the Curriculum or provide training for the Curriculum to individuals, volunteers, agencies, or organizations.

4.3 Training. Love146 will provide an initial three-day training (the "Initial Training") for Qualified Facilitators of Licensee who meet the qualifications set forth in Section 4.2. The Initial Training is designed to equip Qualified Facilitators of Licensee to facilitate implementation of the Curriculum and collect the appropriate evaluative data. Love146 will provide Continuing Education Units (CEUs) to Initial Training participants, pending availability and approval.

Within 30 days of each anniversary of the Effective Date of this Agreement, Licensee will ensure that each Qualified Facilitator whom Licensee intends to employ as a facilitator of the Curriculum during the following year receives annual certification training ("Annual Certification") from Love146. Each Annual Certification will provide updated training and will cover any changes made to the Curriculum in the previous year.

4.4 Implementation. Licensee agrees to use its best efforts in implementing the Curriculum. Licensee and its Qualified Facilitators may implement the Curriculum with minor technical modifications as needed; however, if Licensee wishes to deviate in substance from the Curriculum as designed by Love146, Licensee shall first consult with and obtain written authorization from Love146.

4.5 Measuring and Reporting Outcomes. In recognition that outcome measurements and the programmatic adaptations they inform are vital to the continued success of the implementation

of the Curriculum, Licensee agrees to submit the following, non-identifiable data, within one month of each implementation session: *(a)* pre- and post-surveys of participants; *(b)* disclosures of human trafficking, commercial sexual exploitation of a child, sexual abuse, sexual assault, intimate partner violence, and child abuse, and provide reports of the same to Love146; *(c)* fidelity monitoring survey. Licensee and its designated Qualified Facilitators agree to cooperate and assist in performing *(a)* through *(c)* above.

Fees and Payments

5.1 Fees and Payments. In consideration of the Curriculum License granted by Love146 and the Training provided by Love146 under this Agreement, Licensee shall pay to Love146:

(a) The one-time training fee (the "Training Fee") of $ 0 per person. Unless otherwise agreed to, the Training Fee is due within 30 days of the Effective Date of the Agreement;

(b) a one-time materials fee (the "Materials Fee") of $ 0 per person. To cover the cost of production, a Materials Fee of $50 is assessed for each Qualified Facilitator receiving training; and

(c) an annual relicensing fee (the "Annual Relicense Fee") of $ 200.00 per person at the end of year 3 of certification, unless otherwise specified. An Annual License Fee will apply for each Qualified Facilitator designated by Licensee to receive training from Love146 to facilitate implementation of the Curriculum. Annual License Fees are due within 30 days of each anniversary of the Effective Date, so long as the Agreement has not been terminated.

(d) Love146 reserves the right to change these terms at any time. In the event that any changes are made, the revised terms shall be disseminated immediately.

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

5.2 Costs and Expenses. Licensee will bear its own costs and expenses, including travel expenses, associated with attending all Training sessions provided by Love146, and any other costs and expenses incurred by Licensee in implementing the Curriculum.

Media and Trademarks

6.1 Use of Marks. Love146 grants to Licensee a non-exclusive, non-sublicensable, nontransferable license ("Mark License") to use "Love146," "Not a Number," and Love146's other logos, trademarks, and service marks associated with the Curriculum (the "Marks"): *(a)* during implementation of the Curriculum under this Agreement, and *(b)* on Licensee's website or in Licensee's promotional materials for services provided by Licensee in connection with the Curriculum, provided that any website or promotional use is accompanied by the following disclosure:

> Love146's name and logo are used with its permission, which in no way constitutes an endorsement of any product, service, company, opinion, or political position. For more information about Love146, please visit www.love146.org.

Any use of marks must be in line with the Style Guide located on the Not146 portal. Any other use of the Marks by Licensee requires the prior written consent of Love146. Licensee agrees the nature and quality of any services rendered by Licensee in connection with Love146's Marks will be of a quality that is equal to or higher than comparable services in the industry. Love146 may at any time and in its own discretion demand to inspect or withdraw consent for Licensee's use the Marks. All rights in the Marks and the goodwill associated with the Marks remain property of Love146.

6.2 Independent Contractors. While Love146 and Licensee may share common charitable and educational purposes of preventing child trafficking and exploitation, Love146 and Licensee remain independent contractors, and neither Party is authorized to make any representations on the other Party's behalf. Each Party may acknowledge the other Party as having provided input and support to the Parties' common goals and objectives.

Additional Obligations

7.1 Compliance with Child Protection Policy. Licensee agrees to require each Qualified Facilitator to agree to and abide by a child protection policy that exists at Licensee's organization and/or the child protection policy provided by the Licensee's respective State.

7.2 Confidentiality and Non-Disclosure. The Parties shall keep the terms of this Agreement strictly confidential, but may however, disclose the terms to government entities (local, state, and/or federal) having the authority to make a demand for the production of the Agreement and/or its terms. The existence of an agreement between the Parties is not confidential.

Licensee may publicly release outcome measurements, reports, and other information associated with implementing the Curriculum only with prior written approval from Love146. All client and participant information including, but not limited to, records of disclosure of victimization will be treated as confidential by the Parties – each of whom shall maintain clear

policies on client confidentiality to ensure that examples of program effectiveness protect participant identity.

7.3 Disclaimer of Warranties. LOVE146 PROVIDES THE CURRICULUM AND ALL OTHER MATERIALS AND TRAINING UNDER THE AGREEMENT "AS IS" AND "WITH ALL FAULTS." LOVE146 EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE CURRICULUM, MATERIALS, AND TRAINING. ANY WARRANTIES OR REPRESENTATIONS MADE BY ANY OTHER PERSON ARE VOID.

7.4 Limitation of Liability. In no event shall Love146 be liable to Licensee for any special, indirect, incidental, consequential, or exemplary damages arising out of or in connection with the Curriculum License or Mark License granted in this Agreement or the training provided under this Agreement. Love146 shall not be liable for any damages of any kind incurred as a result of Licensee's own acts or omissions in implementing the Curriculum. In no event shall Love146's aggregate liability to Licensee for any losses or claims exceed the sum of the Initial Fee and Annual License Fees paid by Licensee.

Term and Termination

8.1 Term. This Agreement begins as of the Effective Date and remains in effect unless and until terminated by either Party in accordance with paragraph 8.2, below (the "Term").

8.2 Termination of the Agreement. Love146 will have the right to terminate this Agreement immediately by written notice to Licensee if Licensee materially breaches this agreement, including as provided under Sections 3.3 and 7.1, and not limited by this section 8.2. Either Party may terminate this Agreement, with or without cause, upon 90 days' written notice to the other Party (the "Notice Period"). Upon notice by a Party, the Agreement shall terminate on the next anniversary of the Effective Date following the Notice Period.

8.3 Effect of Termination. Upon expiration or termination of this Agreement for any reason, the Curriculum License and the Mark License shall terminate. Licensee agrees to promptly return to Love146, and refrain from further using *(a)* all parts of the Curriculum in its possession or other attendant collateral materials of the Curriculum; *(b)* any images, logos, marks, promotional pieces of Love146; *(c)* all data and information derived by Licensee from implementation of the Curriculum; *(d)* and any Confidential Information of Love146. Sections 7.2 through 7.4 and 9.5 shall survive the termination of this Agreement.

Miscellaneous

9.1 Entire Agreement. This Agreement contains the entire agreement and understanding between the Parties. No modification of this Agreement shall be made without a written agreement of both Parties.

9.2 Assignment. Licensee may not assign or transfer any of its rights and obligations under the Agreement without the prior written consent of Love146. Any attempted assignment or transfer in violation of this clause shall be void.

9.3 Severability. If any provision of this Agreement is found to be invalid or unenforceable, the remainder of the Agreement shall be interpreted as if the invalid or unenforceable provision were not contained in this Agreement.

9.4 Notice. Any notice under this Agreement may be given by hand delivery, email, or certified United States Mail, postage prepaid, and return receipt requested addressed to each Party respectively:

Love146
c/o Erin Williamson
P.O. Box 8266
New Haven, CT 06530
Erin@Love146.org

Williamson County Sheriff's Office
c/o James Carmona
508 S Rock St,
Georgetown, TX 78626
james.carmona@wilco.org

9.5 Dispute Resolution. Should the Parties experience any disagreement related to or arising under this Agreement, they agree to seek reasonable conciliation without the threat or use of formal legal remedy. If, however, a mutual understanding and agreement cannot be reached through good faith efforts, and the assistance of a court becomes necessary, the Parties agree that this Agreement shall be construed in accordance with and governed by the law of the State of Connecticut, regardless of any conflicts of law principles that would dictate otherwise. The state or federal courts of Connecticut shall be the venue for all claims arising out of or in connection with this Agreement.

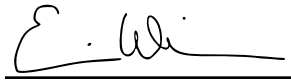
9.6 Publication of Licensed Agencies. Licensee agrees to its inclusion in Love146 publications listing the various Curriculum licensees.

Additionally, in an effort to maximize the beneficial reach of the Curriculum, Love146 would like to indicate within those publications whether each licensed agency is available for third party implementation. However, Love146 will only designate Licensee as available for third party implementation requests if Licensee consents by completing Exhibit B.

9.7 Execution. This Agreement may be executed in any number of counterparts, all of which taken together will constitute a single instrument. Execution and delivery of this Agreement may be evidenced by facsimile transmission.

AGREED TO AND ACCEPTED:

LOVE146, INC.



09/14/2021

By: Erin Williamson, Vice President of Global Programs and Strategy Date
Duly Authorized

Williamson County Sheriff's Office

By: Date
Duly Authorized

EXHIBIT A

Versions of Curriculum included in Curriculum License

1. *Not a Number*, A Child Trafficking and Exploitation Prevention Curriculum 2nd Edition, copyrighted 2014, 2017.

2. Attendant collateral materials relating to 1. above, including those found on the Curriculum web portal.

EXHIBIT B

Third Party Implementation Availability

Love146 frequently receives requests for prevention education implementation around the country but is unable to fulfill all of them. If you or your agency is open to facilitating the Curriculum for third parties, please complete this form indicating your contact information to be listed and any availability limitations you may have. If you would like to list more than three contacts, please provide the appropriate information for each individual by adding a second page to this exhibit.

Licensee:

Comments:

Contact 1
Name:

Email:

Phone Number:

Geographic Area Covered (e.g, "New York State," or "The Albany Capital Region," or "Manhattan, Queens, and Brooklyn," or "Lower Manhattan," etc.):

Contact 2
Name:

Email:

Phone Number:

Geographic Area Covered:

Contact 3
Name:

Email:

Phone Number:

Geographic Area Covered:

Commissioners Court - Regular Session **14.**

Meeting Date: 09/28/2021

Insurance Renewal

Submitted By: Malea Schmitt, Human Resources

Department: Human Resources

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on extending Property/Casualty & Worker's Compensation Insurance RFP Contract #1904-308, through Lee Insurance Agency for a total amount of $4,528,963 for the term October 1, 2021 through October 1, 2022.

Background

The premium increase for the renewal term is $1,960,229. The premium reflects an increase in property value, employee salary, and experience rating. The funding sources are complex as each department/office must pay its portion. Funding is provided annually in the General Fund departmental budgets 02050, 04419, 04414, 04413, and 04412. The extension is handled by the Human Resources Department contacts Malea Schmitt and Rebecca Clemons.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

LE Liability Excess

Work Comp

Property

Law Enforcement Liability

Cyber & Crime

Waived Coverages

Form Review

Inbox	Reviewed By	Date
Human Resources (Originator)	Rebecca Clemons	09/23/2021 10:54 AM
County Judge Exec Asst.	Becky Pruitt	09/23/2021 10:56 AM
Form Started By: Malea Schmitt		Started On: 09/23/2021 10:26 AM
Final Approval Date: 09/23/2021		

Public Risk Underwriters of Texas
Insurance Solutions for Public Entities

LAW ENFORCEMENT LIABILITY QUOTATION REVISED

APPLICANT: Williamson County
100 Wilco Way, Suite HR101
Georgetown, TX 78626

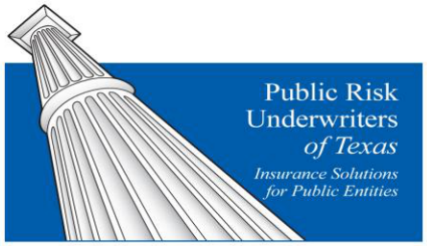
INSURER: **QBE SPECIALTY INSURANCE COMPANY**
BEST RATING: A XIV
A SURPLUS LINES CARRIER

PROPOSED INCEPTION: October 1, 2021

POLICY LIMITS: Each Wrongful Act / Annual Agg.	**SELF INSURED RETENTION:** Including LAE	**ANNUAL PREMIUM**
$3,000,000 / $3,000,000	$2,000,000	$345,423

TERMS, CONDITIONS, AND SUBJECTIVITIES include but are not limited to:

- $350 Policy Fee in addition to the annual premium.
- Policy Form: QBLE-1000 (01-16)) A **CLAIMS MADE** form.
- Retroactive Date: 10/01/2020
- Surplus Lines Acknowledgement Form **prior to binding.**
- Canine and handler training certification **within 30 days.**
- Trade or Economic Sanctions Endorsement (QBIL-0285 (08-14))
- Service of Process Endorsement (IL-2002 (07-21))
- Nuclear Energy Exclusion (QBLE-2044 (01-16))
- 25% Minimum Earned Premium Endorsement (QBLE-2045 (01-16))
- Line of Duty Death Endorsement (QBLE-2019 (01-16))
- Retroactive Date Endorsement (QBLE-2012 (01-16))
- Self-Insured Retention Endorsement (QBLE-2016 (04-16))
- Defense Inside the Limit Endorsement (QBLE-2017 (01-16))
- Exclusion Endorsement – Big Fish Entertainment LLC with Respect to Live PD tv series per expiring.
- Communicable Disease Exclusion Endorsement (QBLE-2010 (10-20))
- Any Notices or Disclosures required by the state regulatory agency.



If there have been any material changes since the application has been signed, you must immediately report the applicable changes to Public Risk Underwriters of Texas. In the event of a difference, the policy will prevail.

This proposal is valid until 12:01 AM October 1, 2021. If we have not received a written request to bind coverage by then, we will close our file. This proposal may not match the coverage requested. Forms and endorsements are available upon request. If you have any questions or would like alternative proposals please contact us.

REMINDER: Only **PRU of Texas** has the authority to bind, alter, or cancel coverage on behalf of the carrier. Coverage cannot be assumed to be bound without written confirmation from an authorized representative of **PRU of Texas.**

An ERP is available for one, two or three years for an additional fully earned premium equal to 75%, 125%, or 150% respectively.

PLEASE COMPLETE AND SIGN IN THE INDICATED SPACE BELOW.
PLEASE RETURN.

Insured Name: Policy # WC 3 709 904

WILLIAMSON COUNTY

DEDUCTIBLE NOTICE OF ELECTION

Texas law permits an employer to obtain workers compensation insurance with a deductible. The insurance applies only to benefits payable under Texas workers compensation law. When a deductible is elected, the policyholder is required to reimburse the insurance carrier for benefits payable under the law up to the deductible amount and a credit is applied to the policy. Premium credits are determined based on the deductible selected and the hazard group. The hazard group is determined by the classification that produces the largest amount of estimated Texas standard premium.

You are not required to choose a deductible. If you do choose one, your insurance company will pay the deductible amount for you, but you must reimburse the insurance company within 30 days after they send you notice that payment is due. If you fail to reimburse the insurance company, they may cancel the policy upon ten days written notice, and any resulting premium may be applied to the deductible amount owed.

If a deductible amount is desired, please indicate below.

☐ Yes, I want a deductible of (select only one):

1. _____ per accident
2. _____ per claim
3. _____ medical-only

applied to benefits payable under the Texas Workers Compensation Law. I understand that the company will pay the deductible amount and seek reimbursement _____ .
(monthly, quarterly or other)

☐ No, I do not want a deductible applied to benefits payable under the Texas Workers Compensation Law.

☐ Yes, I do want a deductible policy, but am unable to obtain one for the following reason:

_____

The deductible plans have been explained to me.

X _____ _____
Signature and Title | Date

_____ _____
Employer Name (print or type) | Address

_____ _____
Insurance Company | Effective Date

DNE-1A (Ed. 6-14)

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09/16/21

BITCO INSURANCE COMPANIES

TO: OUR TEXAS WORKERS' COMPENSATION CUSTOMERS

SUBJECT: ACCIDENT PREVENTION SERVICES AND RETURN-TO-WORK COORDINATION SERVICES

Pursuant to Texas Labor Code §411.066, BITCO Insurance Companies is required to notify its policyholders that accident prevention services are available from BITCO Insurance Companies at no additional charge. These services may include surveys, recommendations, training programs, consultations, analyses of accident causes, industrial hygiene, and industrial health services.

BITCO Insurance Companies is also required to provide return-to-work coordination services as required by Texas Labor Code §413.021 and to notify you of the availability of the return-to-work reimbursement program for employers under Texas Labor Code §413.022.

If you would like more information, contact BITCO Insurance Companies Home Office Risk Control at 1-800-475-4477 and rcc@bitco.com for accident prevention services or 1-800-683-9591 and dallasclaims@bitco.com for return-to-work coordination services.

For information about these requirements, call the Texas Department of Insurance, Division of Workers Compensation (TDI-DWC) at 1-800-687-7080 or for information about the return-to-work reimbursement program for employers call the TDI-DWC at 512-804-5000.

If BITCO Insurance Companies fails to respond to your request for accident prevention services or return-to-work coordination services, you may file a complaint with the TDI-DWC in writing at http://www.tdi.texas.gov or by mail to Texas Department of Insurance, Division of Workers' Compensation, MS-8, at 7551 Metro Center Drive, Austin, Texas 78744-1645.

BITCO General Insurance Corporation

CAPITAL STOCK INSURANCE COMPANIES - 3700 MARKET SQUARE CIRCLE, DAVENPORT, IOWA 52807

Toll Free Number 1-800-475-4477

WC 3 709 904

GU-4843 (04/16)

HOME OFFICE
BR

NOTICE

BITCO BRANCH & CLAIM OFFICES

1701 Centerview Drive, Ste. 203
Little Rock, AR 72211
Tel: (501) 224-3080
(800) 876-8147 (toll free)
Fax: (844) 712-8156

5920 NE Ray Circle, Ste. 250
Hillsboro, OR 97124
Tel: (503) 686-7006
(844) 794-7394 (toll free)
Fax: (503) 430-0739

Foster Plaza Five
651 Holiday Drive
Pittsburgh, PA 15220-2757
Tel: (412) 937-9000
(800) 253-1232 (toll free)
Fax: (412) 937-1143

3700 Crestwood Parkway, Ste. 650
Duluth, GA 30096-5599
Tel: (770) 923-7551
(800) 822-2905 (toll free)
Fax: (844) 377-4676

P.O. Box 12936
Oklahoma City, OK 73157-2936
Tel: (405) 767-2064
(800) 947-0809 (toll-free)
Fax: (405) 767-9438

P.O. Box 291689
Nashville, TN 37229-1689
Tel: (615) 871-9042
(800) 342-5786 (toll free)
Fax: (615) 871-0783

P.O. Box 718
Shawnee Mission, KS 66201-0718
Tel: (913) 262-4664
(800) 821-5354 (toll free)
Fax: (855) 227-6973

111 Veterans Blvd., Ste. 404
Metairie, LA 70005-3043
Tel: (504) 837-5480
(800) 605-0311 (toll free)
Fax: (504) 831-0720

9901 IH 10 West, Ste. 1050
San Antonio, TX 78230
Tel: (210) 340-8199
(888) 857-8031 (toll free)
Fax: (844) 250-1519

P.O. Box 65605
West Des Moines, IA 50265-0605
Tel: (515) 223-1122
(800) 383-1122 (toll free)
Fax: (844) 462-2024

P.O. Box 168208
Irving, TX 75016-8208
Tel: (972) 506-9591
(800) 683-9591 (toll free)
Fax: (972) 556-1539

P.O. Box 1210
Brookfield, WI 53008-1210
Tel: (262) 792-9254
(800) 242-6258 (toll free)
Fax: (262) 792-9264

300 N. Meridian, Ste. 920
Indianapolis, IN 46204
Tel: (317) 243-6721
(800) 382-9991 (toll free)
Fax: (844) 371-2497

P.O. Box 280729
Lakewood, CO 80228-0729
Tel: (303) 985-9494
(877) 746-1748 (toll free)
Fax: (303) 985-0808

4252 Carmichael Road, Ste. 231
Montgomery AL 36106-2804
Tel: (334) 215-0633
(800) 239-7400 (toll free)
Fax: (334) 244-1194

P.O. Box 474630
Charlotte, NC 28247
Tel: (704) 341-3725
(800) 642-2507 (toll free)
Fax: (833) 200-2221

10733 Sunset Office Drive, Ste. 430
St. Louis, MO 63127-1033
Tel: (314) 822-4446
(800) 723-8632 (toll free)
Fax: (314) 822-9850

HOME OFFICE

3700 Market Square Circle
Davenport, IA 52807

TELEPHONE NUMBER: (563) 232-0499
TOLL FREE NUMBER: 1-800-475-4477

IMPORTANT NOTICE

To obtain information or make a complaint:

You may contact your agent at the number shown on his/her sticker.

You may call BITCO's toll-free telephone number for information or to make a complaint at:

1-800-683-9591 OR 1-888-857-8031

You may also write to BITCO at:

222 W. Las Colinas Blvd., Ste. 650E
P.O. Box 167968
Irving, TX 75016-7968

OR

9901 IH 10 West, Ste. 1050
San Antonio, TX 78230

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007
Web: www.tdi.texas.gov
Email: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact the agent or the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener informacion o para presentar una queja:

Usted puede comunicarse con su agente al el numero que ensena en la etiqueta.

Usted puede llamar al numero de telefono gratuito de BITCO para obtener informacion o para presentar una queja al:

1-800-683-9591 O 1-888-857-8031

Usted tambien puede escribir a BITCO:

222 W. Las Colinas Blvd., Ste. 650E
P.O. Box 167968
Irving, TX 75016-7968

OR

9901 IH 10 West, Ste. 1050
San Antonio, TX 78230

Usted puede comunicarse con el Departamento de Seguros de Texas para obtener informacion sobre companias, coberturas, derechos o quejas al:

1-800-252-3439

Usted puede escribir al Departamento de Seguros de Texas a:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007
Web: www.tdi.texas.gov
Email: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa relacionada con su prima de seguro o con una reclamacion, usted debe comunicarse con el agente o la compania primero. Si la disputa no es resuelta, puede comunicarse con el Departamento de Seguros de Texas.

UNA ESTE AVISO A SU POLIZA:

Este aviso es solamente para propositos de informativos y no se convierte en parte o en condicion del documento adjunto.

Insured Name:
WILLIAMSON COUNTY

Policy # WC 3 709 904

DEDUCTIBLE NOTICE OF ELECTION

Texas law permits an employer to obtain workers compensation insurance with a deductible. The insurance applies only to benefits payable under Texas workers compensation law. When a deductible is elected, the policyholder is required to reimburse the insurance carrier for benefits payable under the law up to the deductible amount and a credit is applied to the policy. Premium credits are determined based on the deductible selected and the hazard group. The hazard group is determined by the classification that produces the largest amount of estimated Texas standard premium.

You are not required to choose a deductible. If you do choose one, your insurance company will pay the deductible amount for you, but you must reimburse the insurance company within 30 days after they send you notice that payment is due. If you fail to reimburse the insurance company, they may cancel the policy upon ten days written notice, and any resulting premium may be applied to the deductible amount owed.

If a deductible amount is desired, please indicate below.

☐ Yes, I want a deductible of (select only one):

1. _____ per accident
2. _____ per claim
3. _____ medical-only

applied to benefits payable under the Texas Workers Compensation Law. I understand that the company will pay the deductible amount and seek reimbursement _____ .
(monthly, quarterly or other)

☐ No, I do not want a deductible applied to benefits payable under the Texas Workers Compensation Law.

☐ Yes, I do want a deductible policy, but am unable to obtain one for the following reason:

_____

The deductible plans have been explained to me.

_____ _____
Signature and Title Date

_____ _____
Employer Name (print or type) Address

_____ _____
Insurance Company Effective Date

DNE-1A (Ed. 6-14)

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WHY IS AN AUDIT NECESSARY?

This policy was issued with an "estimated premium" which requires an adjustment after the policy expires. The estimated premium for this type of policy is usually based on the amount of your payroll, sales or subcontractor cost during the term of the policy.

After the policy expires and the actual amount of the payroll, sales or cost can be determined, the estimated premium is adjusted to develop the final premium. If the adjusted premium is less than the estimated premium, the difference will be refunded. If it is more, you will receive a bill for the additional premium.

WHO WILL MAKE THE AUDIT?

When the policy expires, either a Premium Auditor will make an appointment with you to review the records that pertain to your company payrolls and other exposures covered by your policy(ies) with BITCO or a Policyholder's Report will be mailed to you for completion.

Premium Auditors are knowledgeable in both accounting and insurance and will obtain the necessary information to make the premium adjustment with a minimum of inconvenience to your staff.

WHAT WILL THE PREMIUM AUDITOR DO?

The Premium Auditor will examine your books of original entry and ledger accounts that pertain to the variable factors on which the premium is based. The payroll portion of the audit will normally be verified to your quarterly tax reports. Additionally, during the course of the audit, the Auditor may also ask some questions about your records and personally observe the various operations of your business.

Automated Records

If your records are automated, or if they will be automated in the near future, the Premium Auditor will be pleased to assist you in setting up your records to include insurance requirements.

Premium Base

The most common premium bases are total remuneration (payroll), gross sales and total subcontractor cost. A rate is applied to the premium base to develop the premium. The premium base used is determined by the type of policy and by the type of business being insured.

Remuneration is the total gross earnings of your employees. (See "Overtime" below for further details.) Gross sales is the gross amount charged by you for your products, services or rentals. Total subcontractor cost is the cost to you of all work you let or sublet. (Cost of material and equipment you furnished to your subcontractors may be handled differently under workers compensation than general liability coverage. Consult with your auditor for further information.)

Overtime

In most states the penalty portion of overtime payroll, or the amount paid in excess of the regular rate of pay, is excluded from the total payroll on which the premium is based.

You must, however, maintain your records to show separately, by employee and in summary by type of work, the amount of overtime paid.

Overtime deductions under workers compensation currently are not applicable in the states of Delaware, Pennsylvania, Utah, Nevada and to Stevedoring Operations.

Payroll Segregation

Insurance rates differ by type of work performed. The Premium Auditor must place each employee in the proper occupational category or insurance classification approved by the state. Since each classification has a different premium rate, proper placement is important.

By segregating your employee payroll records by type of work, you should receive a more prompt and equitable premium adjustment.

Consolidated (Wrap-Up) Insurance Programs

If you are a contractor involved in a consolidated (wrap-up) insurance program, your payroll/receipts **will not** be automatically excluded from our audit. Please be sure to contact your agent before you begin working under a wrap-up program. If your policies are not endorsed properly, payroll/receipts will not be excluded from the audit.

SUBCONTRACTORS - PREMIUM CHARGES

Workers Compensation

You may be held responsible when a subcontractor's employee is injured. Most Workers Compensation laws provide that the general or principal contractor shall be responsible for compensation to employees of subcontractors in the absence of appropriate subcontractors' coverage.

For this reason it is important that each subcontractor you use furnish you with certificates of insurance. Failure to secure a subcontractor's certificate of insurance will result in an additional premium charge.

The premium auditor will ask to see these certificates of insurance as proof that each subcontractor was separately insured.

General Liability

Your general liability policy may contain subcontractor classifications with rates based on operations performed for you by adequately insured subcontractors.

If any of your subcontractors do not have proof of adequate insurance, we will charge for the subcontractors without adequate insurance as if they were your employees. This usually means that a higher rate will be charged to you. It is important for you to verify the limits of insurance carried by your subcontractors by securing a certificate of insurance from each and every one of them.

For rating or audit purposes, we consider adequate limits of insurance for your subcontractors to be at least $1,000,000 per occurrence and aggregate or limits of insurance equal to your own limits of insurance. Independent of the audit process, our underwriting requirements may require limits higher than $1,000,000, depending on type of work involved. Your agent will be able to help you determine subcontractor limits that could protect your assets and satisfy underwriting requirements.

NOTICE
PRIVACY STATEMENT

BITCO Insurance Companies is strongly committed to protecting the confidentiality of our customers' non-public personal information. We collect information about our customers on a routine basis. The collection of this information is necessary to effect, administer, or enforce a transaction that you, our customer, have authorized. Even after our business relationship ends, your personal information remains confidential. This notice describes our privacy policy and explains how we treat the information we receive about you.

Information about you is collected through your application for insurance or submission of a claim. This information may include but is not limited to:

Identification Information - such as name, address, Social Security Number, employer identification number, date of birth, age and gender.

Personal Financial Information - such as credit history, bank account information, employment history, wage history and bankruptcy information.

Medical Information - such as a physician's diagnosis and injury information.

Other Information - such as motor vehicle reports, courthouse records, police/fire reports and reports from government agencies (i.e., Department of Transportation/Environmental Protection Agency).

How We Use Your Information:

We use the information about you to conduct normal business activities as requested by you, our customer. Normal business includes servicing or processing an insurance product or service requested by you. Underwriting of your insurance coverage and processing claims on your coverage are normal business activities in which we engage.

How We Disclose Your Information:

We may disclose information necessary to conduct normal business activity or activities required by law or regulation. Information may be disclosed to others to enable them to provide a business service to us. Examples of this situation would be outside medical payment review, independent adjusters servicing claims, and data gathering organizations needing information for establishing rates. Information may also be sent to regulatory agencies, state insurance departments, or law enforcement agencies for the prevention of fraud. We may make other disclosures of information as permitted or required by law within the scope of normal business activities.

We do not make disclosures of information for the purpose of cross-selling or marketing nonaffiliated third parties' products or services. For example, we do not and will not sell your name to a mail order catalog company or other marketing ventures.

How We Protect and Secure Information:

Access to your non-public personal information is restricted to those who need to know your information to provide products or services to you. Our employees are required to protect and maintain the confidentiality of your information. Employees must follow and comply with established policies and procedures regarding customer privacy. We maintain physical, electronic and procedural safeguards to secure your nonpublic personal information.

Former Customers:

The above privacy statement remains in force when a customer relationship no longer exists with you. BITCO Insurance Companies will always keep your nonpublic personal information confidential.

Questions:

If you have any questions regarding this privacy statement, please contact our privacy coordinator at 1-800-475-4477.

ADVISORY NOTICE TO POLICYHOLDERS

U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC")

NO COVERAGE IS PROVIDED BY THIS POLICYHOLDER NOTICE NOR CAN IT BE CONSTRUED TO REPLACE ANY PROVISIONS OF YOUR POLICY. YOU SHOULD READ YOUR POLICY AND REVIEW YOUR DECLARATIONS PAGE FOR COMPLETE INFORMATION ON THE COVERAGES YOU ARE PROVIDED.

THIS NOTICE PROVIDES INFORMATION CONCERNING POSSIBLE IMPACT ON YOUR INSURANCE COVERAGE DUE TO DIRECTIVES ISSUED BY OFAC.

PLEASE READ THIS NOTICE CAREFULLY.

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

As "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site - http://www.treas.gov/ofac.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments or premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

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BITCO INSURANCE COMPANIES

Issuing and Policyholder Servicing Office:
3700 Market Square Circle
Davenport, IA 52807

POLICYHOLDER NOTICE
NOTICE OF TERRORISM INSURANCE COVERAGE

Coverage for acts of terrorism is included in your policy. You are hereby notified that under the Terrorism Risk Insurance Act, as amended in 2015, the definition of act of terrorism has changed. As defined in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury - in consultation with the Secretary of Homeland Security and the Attorney General of the United States - to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 80% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Terrorism Risk Insurance Act, as amended, contains a $100 billion cap that limits U.S. Government reimbursement, as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds $100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed $100 billion, your coverage may be reduced.

The portion of your annual premium that is attributable to coverage for acts of terrorism is $ 24,316 , and does not include any charges for the portion of losses covered by the United States government under the Act.

WILLIAMSON COUNTY	WC 3 709 904
Name of Insured	Policy Number
BITCO GENERAL INSURANCE CORPORATION	10-01-21
Name of Insurer	Effective Date

BITCO INSURANCE COMPANIES
Home Office / Davenport, Iowa

TO THE INSURED

INSTRUCTIONS FOR REPORTING WORKERS COMPENSATION CLAIMS

Workers Compensation insurance is designed to provide medical care and wage replacement benefits to your employees for job related injuries. Our goal is to respond promptly and appropriately to each claim.

If an employee of yours is injured during the course of employment, we ask that you do the following:

1. Make sure that necessary medical care is provided.

2. Complete the Employer's First Report of Injury or Illness form.

3. Report the claim **immediately** to the nearest BITCO claims office listed inside your policy cover. BITCO will accept your report by facsimile, phone, mail, or by email at **www.bitco.com**. You are encouraged to report claims on the date they occur, but not later than the following day.

Delays in reporting claims or submitting incomplete First Report of Injury or Illness forms could complicate claim processing and adversely affect our ability to respond promptly and appropriately to your needs and those of your employees.

If you have any questions when an employee is injured on the job, you should call BITCO's nearest claims office for assistance.

STOP ACCIDENTS--SAVE LIVES

AND OPERATING COSTS

POLICY FORMS
AND
ENDORSEMENTS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY INFORMATION PAGE

NCCI CO. NO. 10138 BITCO GENERAL INSURANCE CORPORATION
CAPITAL STOCK INSURANCE COMPANIES - 3700 MARKET SQUARE CIRCLE, DAVENPORT, IOWA 52807

POLICY NO. WC 3 709 904 NEW

Insured's I.D. No(s). FEIN

1. The Insured/Mailing address
WILLIAMSON COUNTY
100 WILCO WAY
SUITE P101
GEORGETOWN TX 78626

☐ Individual ☐ Partnership

☐ Corporation or MUNICIPAL

TX-421715785

Other workplaces not shown above:
See Schedule of Named Insureds and Locations.

2. Policy Period: The policy period is from 10-01-21 to 10-01-22 12:01 A.M. Standard Time. at the insured's mailing address.

3. Coverage:

A. Workers Compensation Insurance: Part One of the policy applies to the Workers Compensation Law of the states listed here: TEXAS

B. Employers Liability Insurance: Part Two of the policy applies to work in each state listed in item 3.A. The limits of our liability under Part Two are:

Bodily injury by Accident	$	1,000,000	each accident
Bodily injury by Disease	$	1,000,000	each employee
Bodily injury by Disease	$	1,000,000	policy limit

C. Other States insurance: Part Three of the policy applies to the states, if any, listed here:
ALL STATES EXCEPT HAWAII, NEW HAMPSHIRE, NEW JERSEY,
NORTH DAKOTA, OHIO, WASHINGTON, WYOMING.

D. This policy includes these endorsements and schedules:

See schedule of forms and endorsements.

4. Premium: The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

Estimated Annual Premium	Rate Per $100 of Remuneration	Premium Basis Total Estimated Annual Remuneration	Code No.	Classifications
See attached schedule.				

$1,313,660.00 Total Estimated Annual Premium Deposit Premium $1,313,660.00 Minimum Premium $250.00

$1,313,660.00 Total Estimated Standard Premium

Premium Adjustment Period: ANNUAL

Countersigned By _____
Authorized Representative

Insured's Copy

SCHEDULE OF NAMED INSUREDS

NAMED INSURED	POLICY NUMBER
WILLIAMSON COUNTY	WC 3 709 904

0001-01
WILLIAMSON COUNTY
100 WILCO WAY SUITE HR101
GEORGETOWN TX 78626
FEIN: 74-6000978
NAICS CODE: 921120

SCHEDULE OF FORMS AND ENDORSEMENTS

NAMED INSURED	POLICY NUMBER
WILLIAMSON COUNTY	WC 3 709 904

RC-2507	(04/16)	SAFETY SERVICES - TEXAS
GU-2275	(04/16)	IMPORTANT NOTICE TEXAS
DNE-1A	(06/14)	DEDUCTIBLE NOTICE OF ELECTION
GU-2368	(12/18)	AUDIT INFORMATION
GU-3076	(04/16)	PRIVACY STATEMENT
GU-4320	(05/04)	ADVISORY NOTICE TO POLICYHOLDERS
GU-4873	(09/20)	POLICYHOLDER NOTICE - NOTICE OF TERRORISM INSURANCE COVERAGE
P-419	(04/16)	TO THE INSURED - INSTRUCTIONS FOR REPORTING WORKERS COMPENSATION CLAIMS
WC 540-TX	(04/16)	WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY INFORMATION PAGE
GOX-2278WK	(12/92)	SCHEDULE OF NAMED INSUREDS
GOX 2279	(12/92)	SCHEDULE OF FORMS AND ENDORSEMENTS
WC 2308	(05/93)	WORKERS COMPENSATION SCHEDULE
WC 2308	(05/93)	WORKERS COMPENSATION SCHEDULE
WC 00 00 00C	(01/15)	WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY
WC 00 03 11A	(08/91)	VOLUNTARY COMPENSATION AND EMPLOYERS LIABILITY COVERAGE ENDORSEMENT
WC 00 04 06	(03/85)	PREMIUM DISCOUNT ENDORSEMENT
WC 00 04 22C	(01/21)	TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT DISCLOSURE ENDORSEMENT
WC 00 04 14A	(01/19)	90-DAY REPORTING REQUIREMENT - NOTIFICATION OF CHANGE IN OWNERSHIP ENDORSEMENT
WC 00 04 25	(05/17)	EXPERIENCE RATING MODIFICATION FACTOR REVISION ENDORSEMENT
WC 42 03 01J	(06/20)	TEXAS AMENDATORY ENDORSEMENT
WC 42 04 07	(03/02)	TEXAS - AUDIT PREMIUM AND RETROSPECTIVE PREMIUM ENDORSEMENT
WC 42 04 08A	(06/14)	TEXAS HEALTH CARE NETWORK ENDORSEMENT

WORKERS COMPENSATION SCHEDULE

NAME	POLICY EFFECTIVE DATE	POLICY NUMBER
WILLIAMSON COUNTY	10-01-21	WC 3 709 904

CLASSIFICATION	CODE	RATE PER $100	ESTIMATED TOTAL ANNUAL REMUNERATION	ESTIMATED ANNUAL PREMIUMS
TEXAS RATING GROUP 0001-01				
ANALYTICAL CHEMIST	4511	.54	533,964	$ 2,883.00
OFFICE MACHINE OR APPLIANCE INSTALLATION INSPECTION, ADJUSTMENT OR REPAIR	5191	.58	2,151,221	$ 12,477.00
STREET OR ROAD CONSTRUCTION - ALL OPERATIONS & DRIVERS	5506	4.39	5,738,358	$ 251,914.00
POLICE OFFICERS & DRIVERS	7720	1.85	51,992,758	$ 961,866.00
AMBULANCE SERVICE BY CONTRACT & DRIVERS	7720	1.85	5,112,066	$ 94,573.00
AUTOMOBILE REPAIR SHOP AND PARTS DEPARTMENT EMPLOYEES, DRIVERS	8391	1.40	779,404	$ 10,912.00
ENGINEER OR ARCHITECT - CONSULTING	8601	.19	1,782,305	$ 3,386.00
CLERICAL OFFICE EMPLOYEES NOC	8810	.09	41,203,267	$ 37,083.00
LAW OFFICE - ALL EMPLOYEES - & CLERICAL MESSENGERS, DRIVERS	8820	.06	8,007,465	$ 4,804.00
VETERINARY HOSPITAL & DRIVERS	8831	.90	1,591,246	$ 14,321.00
MEDICAL LABORATORY	8832	.19	302,195	$ 574.00
HOSPITAL: PROFESSIONAL EMPLOYEES	8833	.52	IF ANY	$ 0.00

WORKERS COMPENSATION SCHEDULE

NAME	POLICY EFFECTIVE DATE	POLICY NUMBER
WILLIAMSON COUNTY	10-01-21	WC 3 709 904

CLASSIFICATION	CODE	RATE PER $100	ESTIMATED TOTAL ANNUAL REMUNERATION	ESTIMATED ANNUAL PREMIUMS
BUILDING SERVICE CONTRACTOR	9014	1.89	1,598,926	$ 30,220.00
AUTOMOBILE PARKING LOT & DRIVERS	9015	1.96	176,258	$ 3,455.00
PARK NOC - ALL EMPLOYEES - & DRIVERS	9102	2.00	608,829	$ 12,177.00
TOTAL CLASS PREMIUM				$1,440,645.00
INCREASE LIMITS 1.014	9812			$ 20,169.00
TOTAL SUBJECT PREMIUM				$1,460,814.00
EXPERIENCE PREMIUM 1.28	9898			$ 409,028.00
TOTAL MODIFIED PREMIUM				$1,869,842.00
SCHEDULE MODIFICATION .84	9887			$ -299,175.00
HEALTH CARE NETWORK CREDIT .95	9874			$ -78,533.00
STANDARD TOTAL				$1,492,134.00
PREMIUM DISCOUNT .864	0063			$ -202,930.00
EXPENSE CONSTANT	0900			$ 140.00
TERRORISM .02	9740			$ 24,316.00
TOTAL ESTIMATED PREMIUM				$1,313,660.00
FINAL TOTAL				$1,313,660.00

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

In return for the payment of the premium and subject to all terms of this policy, we agree with you as follows:

GENERAL SECTION

A. **The Policy**

This policy includes at its effective date the Information Page and all endorsements and schedules listed there. It is a contract of insurance between you (the employer named in Item 1 of the Information Page) and us (the insurer named on the Information Page). The only agreements relating to this insurance are stated in this policy. The terms of this policy may not be changed or waived except by endorsement issued by us to be part of this policy.

B. **Who is Insured**

You are insured if you are an employer named in Item 1 of the Information Page. If that employer is a partnership, and if you are one of its partners, you are insured, but only in your capacity as an employer of the partnership's employees.

C. **Workers Compensation Law**

Workers Compensation Law means the workers or workmen's compensation law and occupational disease law of each state or territory named in Item 3.A. of the Information Page. It includes any amendments to that law which are in effect during the policy period. It does not include any federal workers or workmen's compensation law, any federal occupational disease law or the provisions of any law that provide nonoccupational disability benefits.

D. **State**

State means any state of the United States of America, and the District of Columbia.

E. **Locations**

This policy covers all of your workplaces listed in Items 1 or 4 of the Information Page; and it covers all other workplaces in Item 3.A. states unless you have other insurance or are self-insured for such workplaces.

PART ONE
WORKERS COMPENSATION INSURANCE

A. **How This Insurance Applies**

This workers compensation insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. Bodily injury by accident must occur during the policy period.
2. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.

B. **We Will Pay**

We will pay promptly when due the benefits required of you by the workers compensation law.

C. **We Will Defend**

We have the right and duty to defend at our expense any claim, proceeding or suit against you for benefits payable by this insurance. We have the right to investigate and settle these claims, proceedings or suits.

We have no duty to defend a claim, proceeding or suit that is not covered by this insurance.

D. **We Will Also Pay**

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding or suit we defend:

1. reasonable expenses incurred at our request, but not loss of earnings;
2. premiums for bonds to release attachments and for appeal bonds in bond amounts up to the amount payable under this insurance;
3. litigation costs taxed against you;
4. interest on a judgment as required by law until we offer the amount due under this insurance; and
5. expenses we incur.

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E. **Other Insurance**

We will not pay more than our share of benefits and costs covered by this insurance and other insurance or self-insurance. Subject to any limits of liability that may apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance will be equal until the loss is paid.

F. **Payments You Must Make**

You are responsible for any payments in excess of the benefits regularly provided by the workers compensation law including those required because:

1. of your serious and willful misconduct;
2. you knowingly employ an employee in violation of law;
3. you fail to comply with a health or safety law or regulation; or
4. you discharge, coerce or otherwise discriminate against any employee in violation of the workers compensation law.

If we make any payments in excess of the benefits regularly provided by the workers compensation law on your behalf, you will reimburse us promptly.

G. **Recovery From Others**

We have your rights, and the rights of persons entitled to the benefits of this insurance, to recover our payments from anyone liable for the injury. You will do everything necessary to protect those rights for us and to help us enforce them.

H. **Statutory Provisions**

These statements apply where they are required by law.

1. As between an injured worker and us, we have notice of the injury when you have notice.
2. Your default or the bankruptcy or insolvency of you or your estate will not relieve us of our duties under this insurance after an injury occurs.
3. We are directly and primarily liable to any person entitled to the benefits payable by this insurance. Those persons may enforce our duties; so may an agency authorized by law. Enforcement may be against us or against you and us.
4. Jurisdiction over you is jurisdiction over us for purposes of the workers compensation law. We are bound by decisions against you under that law, subject to the provisions of this policy that are not in conflict with that law.
5. This insurance conforms to the parts of the workers compensation law that apply to:
   a. benefits payable by this insurance;
   b. special taxes, payments into security or other special funds, and assessments payable by us under that law.
6. Terms of this insurance that conflict with the workers compensation law are changed by this statement to conform to that law.

Nothing in these paragraphs relieves you of your duties under this policy.

PART TWO
EMPLOYERS LIABILITY INSURANCE

A. **How This Insurance Applies**

This employers liability insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must arise out of and in the course of the injured employee's employment by you.
2. The employment must be necessary or incidental to your work in a state or territory listed in Item 3.A. of the Information Page.
3. Bodily injury by accident must occur during the policy period.
4. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.
5. If you are sued, the original suit and any related legal actions for damages for bodily injury by accident or by disease must be brought in the United States of America, its territories or possessions, or Canada.

B. **We Will Pay**

We will pay all sums that you legally must pay as damages because of bodily injury to your employees, provided the bodily injury is covered by this Employers Liability Insurance.

The damages we will pay, where recovery is permitted by law, include damages:

1. For which you are liable to a third party by reason of a claim or suit against you by that third party to recover the damages claimed against such third party as a result of injury to your employee;

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2. For care and loss of services; and
3. For consequential bodily injury to a spouse, child, parent, brother or sister of the injured employee provided that these damages are the direct consequence of bodily injury that arises out of and in the course of the injured employee's employment by you; and
4. Because of bodily injury to your employee that arises out of and in the course of employment, claimed against you in a capacity other than as employer.

C. **Exclusions**

This insurance does not cover:

1. Liability assumed under a contract. This exclusion does not apply to a warranty that your work will be done in a workmanlike manner;
2. Punitive or exemplary damages because of bodily injury to an employee employed in violation of law;
3. Bodily injury to an employee while employed in violation of law with your actual knowledge or the actual knowledge of any of your executive officers;
4. Any obligation imposed by a workers compensation, occupational disease, unemployment compensation, or disability benefits law, or any similar law;
5. Bodily injury intentionally caused or aggravated by you;
6. Bodily injury occurring outside the United States of America, its territories or possessions, and Canada. This exclusion does not apply to bodily injury to a citizen or resident of the United States of America or Canada who is temporarily outside these countries;
7. Damages arising out of coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any employee, or any personnel practices, policies, acts or omissions;
8. Bodily injury to any person in work subject to the Longshore and Harbor Workers' Compensation Act (33 U.S.C. Sections 901 et seq.), the Nonappropriated Fund Instrumentalities Act (5 U.S.C. Sections 8171 et seq.), the Outer Continental Shelf Lands Act (43 U.S.C. Sections 1331 et seq.), the Defense Base Act (42 U.S.C. Sections 1651–1654), the Federal Mine Safety and Health Act (30 U.S.C. Sections 801 et seq. and 901–944), any other federal workers or workmen's compensation law or other federal occupational disease law, or any amendments to these laws;
9. Bodily injury to any person in work subject to the Federal Employers' Liability Act (45 U.S.C. Sections 51 et seq.), any other federal laws obligating an employer to pay damages to an employee due to bodily injury arising out of or in the course of employment, or any amendments to those laws;
10. Bodily injury to a master or member of the crew of any vessel, and does not cover punitive damages related to your duty or obligation to provide transportation, wages, maintenance, and cure under any applicable maritime law;
11. Fines or penalties imposed for violation of federal or state law; and
12. Damages payable under the Migrant and Seasonal Agricultural Worker Protection Act (29 U.S.C. Sections 1801 et seq.) and under any other federal law awarding damages for violation of those laws or regulations issued thereunder, and any amendments to those laws.

D. **We Will Defend**

We have the right and duty to defend, at our expense, any claim, proceeding or suit against you for damages payable by this insurance. We have the right to investigate and settle these claims, proceedings and suits.

We have no duty to defend a claim, proceeding or suit that is not covered by this insurance. We have no duty to defend or continue defending after we have paid our applicable limit of liability under this insurance.

E. **We Will Also Pay**

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding, or suit we defend:

1. Reasonable expenses incurred at our request, but not loss of earnings;
2. Premiums for bonds to release attachments and for appeal bonds in bond amounts up to the limit of our liability under this insurance;
3. Litigation costs taxed against you;
4. Interest on a judgment as required by law until we offer the amount due under this insurance; and
5. Expenses we incur.

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F. **Other Insurance**

We will not pay more than our share of damages and costs covered by this insurance and other insurance or self-insurance. Subject to any limits of liability that apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance and self-insurance will be equal until the loss is paid.

G. **Limits of Liability**

Our liability to pay for damages is limited. Our limits of liability are shown in Item 3.B. of the Information Page. They apply as explained below.

1. Bodily Injury by Accident. The limit shown for "bodily injury by accident—each accident" is the most we will pay for all damages covered by this insurance because of bodily injury to one or more employees in any one accident.

   A disease is not bodily injury by accident unless it results directly from bodily injury by accident.
2. Bodily Injury by Disease. The limit shown for "bodily injury by disease - policy limit" is the most we will pay for all damages covered by this insurance and arising out of bodily injury by disease, regardless of the number of employees who sustain bodily injury by disease. The limit shown for "bodily injury by disease - each employee" is the most we will pay for all damages because of bodily injury by disease to any one employee.

   Bodily injury by disease does not include disease that results directly from a bodily injury by accident.
3. We will not pay any claims for damages after we have paid the applicable limit of our liability under this insurance.

H. **Recovery From Others**

We have your rights to recover our payment from anyone liable for an injury covered by this insurance. You will do everything necessary to protect those rights for us and to help us enforce them.

I. **Actions Against Us**

There will be no right of action against us under this insurance unless:

1. You have complied with all the terms of this policy; and
2. The amount you owe has been determined with our consent or by actual trial and final judgment.

This insurance does not give anyone the right to add us as a defendant in an action against you to determine your liability. The bankruptcy or insolvency of you or your estate will not relieve us of our obligations under this Part.

PART THREE
OTHER STATES INSURANCE

A. **How This Insurance Applies**

1. This other states insurance applies only if one or more states are shown in Item 3.C. of the Information Page.
2. If you begin work in any one of those states after the effective date of this policy and are not insured or are not self-insured for such work, all provisions of the policy will apply as though that state were listed in Item 3.A. of the Information Page.
3. We will reimburse you for the benefits required by the workers compensation law of that state if we are not permitted to pay the benefits directly to persons entitled to them.
4. If you have work on the effective date of this policy in any state not listed in Item 3.A. of the Information Page, coverage will not be afforded for that state unless we are notified within thirty days.

B. **Notice**

Tell us at once if you begin work in any state listed in Item 3.C. of the Information Page.

PART FOUR
YOUR DUTIES IF INJURY OCCURS

Tell us at once if injury occurs that may be covered by this policy. Your other duties are listed here.

1. Provide for immediate medical and other services required by the workers compensation law.
2. Give us or our agent the names and addresses of the injured persons and of witnesses, and other information we may need.
3. Promptly give us all notices, demands and legal papers related to the injury, claim, proceeding or suit.

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4. Cooperate with us and assist us, as we may request, in the investigation, settlement or defense of any claim, proceeding or suit.
5. Do nothing after an injury occurs that would interfere with our right to recover from others.
6. Do not voluntarily make payments, assume obligations or incur expenses, except at your own cost.

PART FIVE—PREMIUM

A. **Our Manuals**

All premium for this policy will be determined by our manuals of rules, rates, rating plans and classifications. We may change our manuals and apply the changes to this policy if authorized by law or a governmental agency regulating this insurance.

B. **Classifications**

Item 4 of the Information Page shows the rate and premium basis for certain business or work classifications. These classifications were assigned based on an estimate of the exposures you would have during the policy period. If your actual exposures are not properly described by those classifications, we will assign proper classifications, rates and premium basis by endorsement to this policy.

C. **Remuneration**

Premium for each work classification is determined by multiplying a rate times a premium basis. Remuneration is the most common premium basis. This premium basis includes payroll and all other remuneration paid or payable during the policy period for the services of:

1. all your officers and employees engaged in work covered by this policy; and
2. all other persons engaged in work that could make us liable under Part One (Workers Compensation Insurance) of this policy. If you do not have payroll records for these persons, the contract price for their services and materials may be used as the premium basis. This paragraph 2 will not apply if you give us proof that the employers of these persons lawfully secured their workers compensation obligations.

D. **Premium Payments**

You will pay all premium when due. You will pay the premium even if part or all of a workers compensation law is not valid.

E. **Final Premium**

The premium shown on the Information Page, schedules, and endorsements is an estimate. The final premium will be determined after this policy ends by using the actual, not the estimated, premium basis and the proper classifications and rates that lawfully apply to the business and work covered by this policy. If the final premium is more than the premium you paid to us, you must pay us the balance. If it is less, we will refund the balance to you. The final premium will not be less than the highest minimum premium for the classifications covered by this policy.

If this policy is canceled, final premium will be determined in the following way unless our manuals provide otherwise:

1. If we cancel, final premium will be calculated pro rata based on the time this policy was in force. Final premium will not be less than the pro rata share of the minimum premium.
2. If you cancel, final premium will be more than pro rata; it will be based on the time this policy was in force, and increased by our short-rate cancellation table and procedure. Final premium will not be less than the minimum premium.

F. **Records**

You will keep records of information needed to compute premium. You will provide us with copies of those records when we ask for them.

G. **Audit**

You will let us examine and audit all your records that relate to this policy. These records include ledgers, journals, registers, vouchers, contracts, tax reports, payroll and disbursement records, and programs for storing and retrieving data. We may conduct the audits during regular business hours during the policy period and within three years after the policy period ends. Information developed by audit will be used to determine final premium. Insurance rate service organizations have the same rights we have under this provision.

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PART SIX—CONDITIONS

A. **Inspection**

We have the right, but are not obliged to inspect your workplaces at any time. Our inspections are not safety inspections. They relate only to the insurability of the workplaces and the premiums to be charged. We may give you reports on the conditions we find. We may also recommend changes. While they may help reduce losses, we do not undertake to perform the duty of any person to provide for the health or safety of your employees or the public. We do not warrant that your workplaces are safe or healthful or that they comply with laws, regulations, codes or standards. Insurance rate service organizations have the same rights we have under this provision.

B. **Long Term Policy**

If the policy period is longer than one year and sixteen days, all provisions of this policy will apply as though a new policy were issued on each annual anniversary that this policy is in force.

C. **Transfer of Your Rights and Duties**

Your rights or duties under this policy may not be transferred without our written consent.

If you die and we receive notice within thirty days after your death, we will cover your legal representative as insured.

D. **Cancellation**

1. You may cancel this policy. You must mail or deliver advance written notice to us stating when the cancellation is to take effect.
2. We may cancel this policy. We must mail or deliver to you not less than ten days advance written notice stating when the cancellation is to take effect. Mailing that notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.
3. The policy period will end on the day and hour stated in the cancellation notice.
4. Any of these provisions that conflict with a law that controls the cancellation of the insurance in this policy is changed by this statement to comply with the law.

E. **Sole Representative**

The insured first named in Item 1 of the Information Page will act on behalf of all insureds to change this policy, receive return premium, and give or receive notice of cancellation.

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VOLUNTARY COMPENSATION AND EMPLOYERS LIABILITY COVERAGE ENDORSEMENT

This endorsement adds Voluntary Compensation Insurance to the policy.

A. How This Insurance Applies

This insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must be sustained by an employee included in the group of employees described in the Schedule.
2. The bodily injury must arise out of and in the course of employment necessary or incidental to work in a state listed in the Schedule.
3. The bodily injury must occur in the United States of America, its territories or possessions, or Canada, and may occur elsewhere if the employee is a United States or Canadian citizen temporarily away from those places.
4. Bodily injury by accident must occur during the policy period.
5. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.

B. We Will Pay

We will pay an amount equal to the benefits that would be required of you if you and your employees described in the Schedule were subject to the workers compensation law shown in the Schedule. We will pay those amounts to the persons who would be entitled to them under the law.

C. Exclusions

This insurance does not cover:

1. any obligation imposed by a workers compensation or occupational disease law, or any similar law.
2. bodily injury intentionally caused or aggravated by you.

D. Before We Pay

Before we pay benefits to the persons entitled to them, they must:

1. Release you and us, in writing, of all responsibility for the injury or death.
2. Transfer to us their right to recover from others who may be responsible for the injury or death.
3. Cooperate with us and do everything necessary to enable us to enforce the right to recover from others.

If the persons entitled to the benefits of this insurance fail to do those things, our duty to pay ends at once. If they claim damages from you or from us for the injury or death, our duty to pay ends at once.

E. Recovery From Others

If we make a recovery from others, we will keep an amount equal to our expenses of recovery and the benefits we paid. We will pay the balance to the persons entitled to it. If the persons entitled to the benefits of this insurance make a recovery from others, they must reimburse us for the benefits we paid them.

F. Employers Liability Insurance

Part Two (Employers Liability Insurance) applies to bodily injury covered by this endorsement as though the State of Employment shown in the Schedule were shown in Item 3.A. of the Information Page.

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Schedule

Employees	State of Employment	Designated Workers Compensation Law
TX	TX	ALL EMPLOYEES NOT OTHERWISE COVERED BY THE "DESIGNATED WORKERS COMPENSATION LAW" EXCEPT MASTERS AND/OR CREW MEMBERS OF A VESSEL

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Policy No. Endorsement No.
Insured Premium

Insurance Company Countersigned by _____

WC 00 03 11 A
(Ed. 8-91)

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PREMIUM DISCOUNT ENDORSEMENT

The premium for this policy and the policies, if any, listed in Item 3 of the Schedule may be eligible for a discount. This endorsement shows your estimated discount in Items 1 or 2 of the Schedule. The final calculation of premium discount will be determined by our manuals and your premium basis as determined by audit. Premium subject to retrospective rating is not subject to premium discount.

Schedule

1. **State** **Estimated Eligible Premium**

	First $5,000	Next $95,000	Next $400,000	Balance
TX	0	.109	.126	.144

2. Average percentage discount: 13.60

3. Other policies:
NONE

4. If there are no entries in Items 1, 2 and 3 of the Schedule, see the Premium Discount Endorsement attached to your policy number:

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Policy No. Endorsement No.
Insured Premium

Insurance Company Countersigned by _____

TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT DISCLOSURE ENDORSEMENT

This endorsement addresses the requirements of the Terrorism Risk Insurance Act of 2002 as amended and extended by the Terrorism Risk Insurance Program Reauthorization Act of 2019. It serves to notify you of certain limitations under the Act, and that your insurance carrier is charging premium for losses that may occur in the event of an Act of Terrorism.

Your policy provides coverage for workers compensation losses caused by Acts of Terrorism, including workers compensation benefit obligations dictated by state law. Coverage for such losses is still subject to all terms, definitions, exclusions, and conditions in your policy, and any applicable federal and/or state laws, rules, or regulations.

Definitions

The definitions provided in this endorsement are based on and have the same meaning as the definitions in the Act. If words or phrases not defined in this endorsement are defined in the Act, the definitions in the Act will apply.

"Act" means the Terrorism Risk Insurance Act of 2002, which took effect on November 26, 2002, and any amendments thereto, including any amendments resulting from the Terrorism Risk Insurance Program Reauthorization Act of 2019.

"Act of Terrorism" means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security, and the Attorney General of the United States, as meeting all of the following requirements:

a. The act is an act of terrorism.

b. The act is violent or dangerous to human life, property or infrastructure.

c. The act resulted in damage within the United States, or outside of the United States in the case of the premises of United States missions or certain air carriers or vessels.

d. The act has been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

"Insured Loss" means any loss resulting from an act of terrorism (and, except for Pennsylvania, including an act of war, in the case of workers compensation) that is covered by primary or excess property and casualty insurance issued by an insurer if the loss occurs in the United States or at the premises of United States missions or to certain air carriers or vessels.

"Insurer Deductible" means, for the period beginning on January 1, 2021, and ending on December 31, 2027, an amount equal to 20% of our direct earned premiums during the immediately preceding calendar year.

Limitation of Liability

The Act limits our liability to you under this policy. If aggregate Insured Losses exceed $100,000,000,000 in a calendar year and if we have met our Insurer Deductible, we are not liable for the payment of any portion of the amount of Insured Losses that exceeds $100,000,000,000; and for aggregate Insured Losses up to $100,000,000,000, we will pay only a pro rata share of such Insured Losses as determined by the Secretary of the Treasury.

Policyholder Disclosure Notice

1. Insured Losses would be partially reimbursed by the United States Government. If the aggregate industry Insured Losses occurring in any calendar year exceed $200,000,000, the United States Government would pay 80% of our Insured Losses that exceed our Insurer Deductible.

2. Notwithstanding item 1 above, the United States Government will not make any payment under the Act for any portion of Insured Losses that exceed $100,000,000,000.

3. The premium charge for the coverage your policy provides for Insured Losses is included in the amount shown in Item 4 of the Information Page or in the Schedule below.

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Schedule

State	Rate	Premium
TX	.02	$24,316

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Policy No. Endorsement No.
Insured Premium

Insurance Company Countersigned by _____

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90-DAY REPORTING REQUIREMENT - NOTIFICATION OF CHANGE IN OWNERSHIP ENDORSEMENT

You must report any change in ownership to us in writing within 90 days of the date of the change. Change in ownership includes sales, purchases, other transfers, mergers, consolidations, dissolutions, formations of a new entity, and other changes provided for in the applicable experience rating plan. Experience rating is mandatory for all eligible insureds. The experience rating modification factor, if any, applicable to this policy, may change if there is a change in your ownership or in that of one or more of the entities eligible to be combined with you for experience rating purposes.

Failure to report any change in ownership, regardless of whether the change is reported within 90 days of such change, may result in revision of the experience rating modification factor used to determine your premium.

This reporting requirement applies regardless of whether an experience rating modification is currently applicable to this policy.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Policy No. Endorsement No.
Insured Premium

Insurance Company Countersigned by _____

WC 00 04 14 A
(Ed. 1-19)

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EXPERIENCE RATING MODIFICATION FACTOR REVISION ENDORSEMENT

This endorsement is added to Part Five – Premium of the policy.

The premium for the policy is adjusted by an experience rating modification factor. The factor shown on the Information Page may be revised and applied to the policy in accordance with our manuals and endorsements. We will issue an endorsement to show the revised factor, if different than the factor shown, when it is calculated.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Policy No. Endorsement No.
Insured Premium:

Insurance Company Countersigned by _____

WC 00 04 25
(Ed. 5-17)

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TEXAS AMENDATORY ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

GENERAL SECTION

B. **Who Is Insured** is amended to read:

You are insured if you are an employer named in Item 1 of the Information Page. If that employer is a partnership or joint venture, and if you are one of its partners or members, you are insured, but only in your capacity as an employer of the partnership's or joint venture's employees.

D. **State** is amended to read:

State means any state or territory of the United States of America, and the District of Columbia.

PART ONE—WORKERS COMPENSATION INSURANCE

E. **Other Insurance** is amended by adding this sentence:

This Section only applies if you have other insurance or are self-insured for the same loss.

F. **Payments You Must Make**

This Section is amended by deleting the words "workers compensation" from number 4.

H. **Statutory Provisions**

This Section is amended by deleting the words "after an injury occurs" from number 2.

PART TWO—EMPLOYERS LIABILITY INSURANCE

C. **Exclusions**

Sections 2 and 3 are amended to add:

This exclusion does not apply unless the violation of law caused or contributed to the bodily injury.

Section 6 is amended to read:

6. bodily injury occurring outside the United States of America, its territories or possessions, and Canada. This exclusion does not apply to bodily injury to a citizen or resident of the United States of America, Mexico or Canada who is temporarily outside these countries.

D. **We Will Defend**

This Section is amended by deleting the last sentence.

PART FOUR—YOUR DUTIES IF INJURY OCCURS

Number 6 of this part is amended to read:

6. Texas law allows you to make weekly payments to an injured employee in certain instances. Unless authorized by law, do not voluntarily make payments, assume obligations or incur expenses, except at your own cost.

PART FIVE—PREMIUM

A. **Our Manuals** is amended by adding this sentence:

In this part, "our manuals" means manuals approved or prescribed by the Texas Department of Insurance.

C. **Remuneration**

Number 2 is amended to read:

2. All other persons engaged in work that would make us liable under Part One (Workers Compensation Insurance) of this policy. This paragraph 2 will not apply if you give us proof that the employers of these persons lawfully secured workers compensation insurance.

E. **Final Premium**

Number 2 is amended to read:

2. If you cancel, final premium will be calculated pro rata based on the time this policy was in force. Final premium will not be less than the pro rata share of the minimum premium.

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PART SIX—CONDITIONS

A. **Inspection** is amended by adding this sentence:

Your failure to comply with the safety recommendations made as a result of an inspection may cause the policy to be canceled by us.

C. **Transfer of Your Rights and Duties** is amended to read:

Your rights and duties under this policy may not be transferred without our written consent. If you die, coverage will be provided for your surviving spouse or your legal representative. This applies only with respect to their acting in the capacity as an employer and only for the workplaces listed in Items 1 and 4 on the Information Page.

D. **Cancellation** is amended to read:

1. You may cancel this policy. You must mail or deliver advance notice to us stating when the cancellation is to take effect.
2. We may cancel this policy. We may also decline to renew it. We must give you written notice of cancellation or nonrenewal. That notice will be sent certified mail or delivered to you in person. A copy of the written notice will be sent to the Texas Department of Insurance—Division of Workers' Compensation.
3. Notice of cancellation or nonrenewal must be sent to you not later than the 30th day before the date on which the cancellation or nonrenewal becomes effective, except that we may send the notice not later than the 10th day before the date on which the cancellation or nonrenewal becomes effective if we cancel or do not renew because of:
   a. Fraud in obtaining coverage;
   b. Misrepresentation of the amount of payroll for purposes of premium calculation;
   c. Failure to pay a premium when payment was due;
   d. An increase in the hazard for which you seek coverage that results from an action or omission and that would produce an increase in the rate, including an increase because of failure to comply with reasonable recommendations for loss control or to comply within a reasonable period with recommendations designed to reduce a hazard that is under your control;
   e. A determination by the Commissioner of Insurance that the continuation of the policy would place us in violation of the law, or would be hazardous to the interests of subscribers, creditors, or the general public.
4. If another insurance company notifies the Texas Department of Insurance—Division of Workers' Compensation that it is insuring you as an employer, such notice must be a cancellation of this policy effective when the other policy starts.

Add the following to the policy:

PART SEVEN—OUR DUTY TO YOU FOR CLAIM NOTIFICATION

A. **Claims Notification**

We are required to notify you of any claim that is filed against your policy. Thereafter we must notify you of any proposal to settle a claim or, on receipt of a written request from you, of any administrative or judicial proceeding relating to the resolution of a claim, including a benefit review conference conducted by the Texas Department of Insurance—Division of Workers' Compensation. You may, in writing, elect to waive this notification requirement.

We must, on the written request from you, provide you with a list of claims charged against your policy, payments made and reserves established on each claim, and a statement explaining the effect of claims on your premium rates. We must furnish the requested information to you in writing no later than the 30th day after the date we receive your request. The information is considered to be provided on the date the information is received by the United States Postal Service or is personally delivered.

COMPLAINT NOTICE:

DISPUTE RESOLUTION SERVICES

NCCI'S DISPUTE RESOLUTION PROCESS DOES NOT APPLY TO WORKERS COMPENSATION CLAIMS.

For workers compensation claim disputes, see "CLAIM COMPLAINT" below. For issues related to a violation of law related to your policy, see "VIOLATIONS OF LAW" below.

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Important Note: The dispute resolution services provided through the Dispute Resolution Process (Process) of the National Council on Compensation Insurance (NCCI) are **voluntary**. The Process is not an administrative remedy that must be exhausted before you pursue relief in court. Using the Process does not prevent you or the carrier that issued the policy from pursuing any available legal remedies at any time.

NCCI can assist in the resolution of a dispute regarding your policy that is related to any of the following matters:

- The application or interpretation of rules contained in the various NCCI manuals (including, but not limited to, classification codes and experience rating modifications)
- Rating programs
- Endorsements
- Forms

Contact the carrier that issued the policy and attempt to resolve the dispute directly. If you and the carrier cannot agree, then contact NCCI to ask for assistance. NCCI's **Basic Manual** addresses dispute resolution in Appendix G. You may obtain dispute resolution services only after you have made a reasonable attempt to first resolve the dispute directly with the carrier and after you have paid any undisputed premium due to the carrier.

Send your request for assistance by mail to NCCI, Dispute Resolution Services, 901 Peninsula Corporate Circle, Boca Raton, FL 33487-1362; or by fax to 561-893-5043; or by email to regulatoryoperations@ncci.com.

THIS NOTICE OF THE DISPUTE RESOLUTION PROCESS IS FOR INFORMATION ONLY AND DOES NOT BECOME A PART, TERM, OR CONDITION OF THIS POLICY.

VIOLATIONS OF LAW:

If you believe there has been a violation of law related to your policy, file a complaint with the Texas Department of Insurance:

Phone: 1-800-252-3439 **Online:** tdi.texas.gov

Email: ConsumerProtection@tdi.texas.gov **Mail:** MC 111-1A, PO Box 149091, Austin, TX 78714

CLAIM COMPLAINT:

If there is a workers compensation claim complaint involving one of your employees, then contact the Texas Department of Insurance—Division of Workers' Compensation, Compliance and Investigations by mail to 7551 Metro Center Drive, Suite 100, MS-8, Austin, TX 78744; or by fax to 512-490-1030; or by email to DWC-ComplianceReview@tdi.texas.gov.

THIS NOTICE IS FOR INFORMATION ONLY AND DOES NOT BECOME A PART, TERM, OR CONDITION OF THIS POLICY.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Policy No. Endorsement No.
Insured Premium

Insurance Company Countersigned by _____

WC 42 03 01 J
(Ed. 06-20)

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TEXAS - AUDIT PREMIUM AND RETROSPECTIVE PREMIUM ENDORSEMENT

Section D of Part Five of the policy is replaced by the following provision:

PART FIVE - PREMIUM

D. Premium Payments

You will pay all premium when due. You will pay the premium even if part or all of a workers' compensation law is not valid. The billing statement or invoice for audit additional premiums and/or retrospective additional premiums establishes the date that the premium is due.

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TEXAS HEALTH CARE NETWORK ENDORSEMENT

This endorsement indicates that you have elected under this policy to provide workers compensation health care services to your injured employees through a certified workers compensation health care network that we have either established or contracted with, as provided in Chapter 1305 of the Texas Insurance Code and in Title 28, Chapter 10 of the Texas Administrative Code.

We will provide you with information concerning the use of our certified workers compensation health care network(s) in our service area(s) and your rights and responsibilities as a participant in our network program. This includes information describing the service area(s) applicable to you and your injured employees as required in NCCI's **Basic Manual for Workers Compensation and Employers Liability Insurance.** In accordance with Chapter 1305 Texas Insurance Code and Title 28, Chapter 10 of the Texas Administrative Code, we will also provide you with information that is required to be given to your employees, including an employee's notice of network requirements and an employee acknowledgement form.

Your premium may have been reduced because you have agreed to participate in our certified workers compensation health care network. The amount of the premium reduction is shown on the Information Page of this policy. The reduction is estimated at the policy inception and adjusted at final audit of the policy. The reduction may be pro-rated if you elect to participate in a certified workers compensation health care network during the policy year or if you terminate your participation in our certified workers compensation health care network before the policy expires. The premium reduction you received may be forfeited if we determine that you have failed to provide the notice of network requirements and employee acknowledgement form to your employees in accordance with Chapter 1305.005(d) and 1305.451 Texas Insurance Code and Title 28, Chapter 10 of the Texas Administrative Code.

Minimum premium policies are not eligible for this premium reduction.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Policy No. Endorsement No.
Insured Premium:

Insurance Company Countersigned by _____

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THE POLICY PROVISIONS WITH THE INFORMATION PAGE AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF COMPLETE THIS POLICY

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In Witness Whereof, we have caused this policy to be executed and attested, and, if required by state law, this policy shall not be valid unless countersigned by our authorized representative.

Lori S. Paulus , Secretary

, Chief Executive Officer

U–xÖÜã@–ÖA

TRAVELERS

4650 Westway Park Blvd
Houston, TX 77041

PROPERTY/BOILER BINDER

Re: WILLIAMSON COUNTY
100 WILCO WAY, SUITE HR101
GEORGETOWN, TX 78626-0000

Effective from: 10/01/2021 **to** 10/01/2022

I'm pleased to offer a Property and Boiler & Machinery Binder on the above account.

THIS BINDER OUTLINES THE COVERAGE FORMS, LIMITS OF INSURANCE, POLICY ENDORSEMENTS AND OTHER PROVISIONS OF YOUR POLICY. THIS BINDER IS VALID UNTIL YOUR POLICY IS ISSUED OR CANCELLED. WHEN ISSUED, YOUR POLICY WILL, WITHOUT NOTICE, AUTOMATICALLY CANCEL, REPLACE AND SUPERSEDE THIS BINDER AND ANY OTHER CORRESPONDENCE THAT DOCUMENTS THE INSURANCE COVERAGE REFERENCED HEREIN. PLEASE REVIEW THIS BINDER CAREFULLY. IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT YOUR AGENT OR BROKER.

Insuring Company: Travelers Lloyds Insurance Company

Policy Territory: The United States of America and Canada

The following is a summary of the limits, terms and conditions of the Binder from The Travelers. Please note that portions of this Binder may differ from your requested specifications.

Policy Number: KTL-CMB-6S38361-2-21

Coverage, Limits and Deductibles:
See the attached outline of the coverage forms, Limits of Insurance and policy amendments provided in this Binder.

ANY COVERAGE UNDER THIS BINDER IS SUBJECT TO THE PROVISIONS OF THE ACTUAL FORMS IN CURRENT USE BY US, AS WELL AS PAYMENT OF YOUR PREMIUM. THIS BINDER DOES NOT AMEND, OR OTHERWISE AFFECT, THE PROVISIONS OR COVERAGE OF ANY RESULTING INSURANCE POLICY ISSUED BY US. IT IS NOT A REPRESENTATION THAT COVERAGE DOES OR DOES NOT EXIST FOR ANY PARTICULAR CLAIM OR LOSS UNDER ANY SUCH POLICY. COVERAGE DEPENDS ON THE APPLICABLE PROVISIONS OF THE ACTUAL POLICY ISSUED, THE FACTS AND CIRCUMSTANCES INVOLVED IN THE CLAIM OR LOSS, AND ANY APPLICABLE LAW.

Total Insured Values: $395,793,556

Premium: $860,500

The premium is based on total insured value as outlined in the Binder. Any fees, taxes and/or surcharges which carriers are required to collect on behalf of local jurisdictions, are in addition to the policy premium shown.

Rate: .2174

Payment Plan: Lump sum as provided by the Agency Bill System

Terms and Conditions:

1. Please accept this Binder as the Broker for the captioned account.
2. The policy will be subject to all state-mandated endorsements.
3. Consult Policy for Actual Terms and Conditions.
4. The attached is subject to your compliance with our reasonable engineering recommendations.
5. The policy includes an Exclusion of New “Frame Buildings” in the Course of Construction.
6. The Exclusion - "Certain computer related losses due to dates or times" applies.
7. Please forward a signed and completed Business Income Worksheet prior to issuance.

Top 10 Reasons to Choose Travelers National Property

1. Travelers is the #1 commercial property writer in the U.S.*
2. Thousands of businesses insured, covering in excess of $1 trillion in property values.
3. Significant capacity of over $1 billion.
4. Global coverage in 120 countries for multinational companies.
5. 12,000+ person-strong claim organization.
6. Major case unit with extensive experience on large, complex property losses.
7. 700+ Risk Control consultants countrywide provide recommendations to help customers better survive events and ultimately return to business quickly.
8. A Dow 30 company since 2009.
9. A leading property/casualty insurance carrier for over 160 years.
10. Consistent, superior financial strength with an A.M. Best rating of "A++ Superior."

*SNL Financials 2018 Direct Written Premium
For more information, go to www.travelers.com/nationalproperty

Important Notice Regarding Compensation Disclosure

For information about how Travelers compensates independent agents, brokers, or other insurance producers, please visit www.travelers.com/ProducerCompDisclosure.

If you prefer, you can call the following toll-free number: 1-866-904-8348. Or you can write to us at Travelers, Enterprise Development, One Tower Square, Hartford, CT 06183.

VISIT OUR WEBSITES

As a value-added service to its customers, Travelers offers a variety of online tools and resources.

PROPERTY RISK TOOLWORKS℠

Property Risk Toolworks delivers real-time geospatial information to help you manage your property exposures.

When you're up against severe weather conditions including wind, active hurricanes, wildfires and the potential for earthquakes and floods, business operations can suffer. Property damage and business interruption can impede a business's ability to function.

Travelers' powerful resource, Property Risk Toolworks, excels at helping you manage your property risk using advanced mapping technology and includes claim and risk control information organized by location.

Use Property Risk Toolworks to:
- View your insured locations using a variety of maps and filters
- Evaluate hazard risks on a map, including earthquake and flood exposures, active hurricanes and wildfires
- Review your Travelers Risk Control information and recommendations
- See property Claim information on locations within your policy

There's a lot at stake when it comes to managing large property risks. And in today's environment of potential catastrophes, proactive risk management and timely intervention is critical for both preventing property damage and minimizing the impact when it can't be avoided. Register today and quickly know where your property is most at risk.

Agents and Brokers - Property Risk Toolworks can be found in your customer snapshot on ForAgents.

Register or Log In at**:** www.travelers.com/foragents
Customers – Property Risk Toolworks is in MyTravelers for Business. By registering for MyTravelers for Business, National Property Customers will be able to access Property Risk Toolworks, Risk Control resources and their policy information all in one place. Register or Log In at: www.travelers.com/login

RISK CONTROL

Travelers Risk Control offers a wealth of resources to help clients in their everyday safety and risk management needs. To see an overview, visit https://travl.rs/2Vn2fla.

In addition to our property Risk Control services, which include on-site surveys, consultations, and future construction and sprinkler plan reviews, customers can find valuable safety and risk management resources by logging in to the Risk Control Customer Portal at www.travelers.com/riskcontrol. Upon *registering* as a Travelers insured, our customers gain exclusive access to more than 1,500 products and services.

Here are just a few noteworthy tools available exclusively to registered Travelers customers:

- Travelers Virtual Risk Manager℠ – an online self-assessment tool that helps identify safety performance gaps and delivers a customized action plan to assist in addressing safety needs.
- TravSources℠ – a collection of safety and risk management resources packaged by industry or topic
- Inspection checklists to help you monitor and control hazards to avoid losses
- Task Manager to help you manage safety tasks throughout your organization
- Your Travelers Risk Control correspondence history
- Newsletters and alerts to stay current on safety news and emerging issues.
- Customer link to the Institute for Business & Home Safety/Travelers co-branded *Open for Business*® interactive Web-based natural hazards assessment and planning tool, plus a multitude of other natural disaster and business continuity products.

  Log In Now → www.travelers.com

  Not registered? Visit www.travelers.com/register
  If you have questions, please email us at Ask-Risk-Control@travelers.com

Risk Toolworks™

In the office or on-the-go, access our website 24/7 with our Risk Toolworks™ Mobile app.

https://travl.rs/32oxPAL

Available for iOS at the App Store and for Android at Google Play.

CLAIM

Each year, Travelers receives more than one million claim loss notices, issues almost six million checks and pays out more than $14 billion in claims. Travelers has approximately 12,000 skilled claim professionals in 100 claim offices and additional points of service across the country and internationally. We have a team devoted exclusively to property losses and a Major Case Unit that specializes in high-severity claims.

Dedicated catastrophe response teams are on call 24/7 to immediately respond to a disaster anywhere in the country.

For a more in-depth look at our claim services, visit our Claim Website at www.travelers.com/claims.

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Supplemental Coverage Declarations

READ THE ENTIRE POLICY CAREFULLY TO DETERMINE RIGHTS, DUTIES AND WHAT IS AND IS NOT COVERED.

A. POLICY LIMIT: In no event shall liability under this policy arising out of one occurrence exceed $300,000,000, nor shall liability exceed any specific Limit of Insurance applying to any insured loss, coverage or location(s).

B. LIMITS OF INSURANCE – For application of Limits of Insurance, refer to Conditions A.2. and A.3. in the Policy Conditions, Additional Provisions and Definitions Form:

1.	Buildings, in any one occurrence: Included means, included in the Policy Limit.		Included
2.	Business Personal Property excluding Personal Property of Others, in any one occurrence: Included means, included in the Policy Limit.		Included
3.	Personal Property of Others, in any one occurrence:	$	250,000
4.	"Electronic Data Processing Data and Media", in any one occurrence:	$	5,000,000
5.	Accounts Receivable, in any one occurrence:	$	2,500,000
6.	Valuable Papers and Records, in any one occurrence:	$	2,500,000
7.	"Fine Arts", in any one occurrence: Subject to a maximum per item of:	$ $	1,000,000 10,000
8.	Newly Constructed or Acquired Property, at any one building, in any one occurrence: Number of days 120.	$	5,000,000
9.	"Outdoor Property" including Debris Removal, in any one occurrence: Trees, shrubs and plants are subject to a maximum per item of:	$ $	250,000 2,500
10.	Covered Property in Transit, in any one occurrence:	$	250,000
11.	Debris Removal, in any one occurrence: **a**. 25% of the sum of the amount paid for Covered Property loss and the applicable deductible. **b**. Additional Debris Removal Expense:	$	250,000
12.	"Pollutant" Cleanup and Removal – Direct Damage, aggregate in any one policy year:	$	250,000
13.	Claim Data Expense – Direct Damage, in any one occurrence:	$	50,000

14. Ordinance or Law

Loss to the Undamaged Portion of Buildings, in any one occurrence:	$	25,000,000
Demolition Cost, in any one occurrence:		Included
Increased Cost of Construction, in any one occurrence:		Included

Included means, included in the Limit shown for Loss to the Undamaged Portion of Buildings.

15. Limited "Fungus", Wet Rot and Dry Rot Coverage – Direct Damage:

a.	In any one occurrence:	$	100,000
b.	Aggregate in any one policy year:	$	250,000

16. Business Income, in any one occurrence: $ 1,500,000
Rental Value, in any one occurrence: Included
Included means, included in the Limit shown for Business Income.

Ordinary Payroll: Excluded

Extended Business Income or Rental Value at 60 days.

Civil Authority 30 days.

Ingress or Egress, in any one occurrence: $ 25,000
Number of miles 1.
Number of days 30.

Ordinance or Law - Increased "Period of Restoration", in any one occurrence: $ 250,000

Newly Acquired Premises – Time Element, in any one occurrence: $ 500,000
Number of days 120.

Undescribed Premises – Time Element, in any one occurrence: $ 100,000

Claim Data Expense – Time Element, in any one occurrence: $ 25,000

"Pollutant" Cleanup and Removal – Time Element, aggregate in any one policy year: $ 25,000

Limited "Fungus", Wet Rot and Dry Rot Coverage – Time Element 30 days.

The Rental Value Limit shown above is subject to the following limitation:
In no event shall liability in any one occurrence for loss of Rental Value at any one building exceed 110% of the individually stated Rental Value amount for that building shown in the latest Statement of Values or other documentation on file with the Company. If, at the time of loss, the Rental Value amounts shown on the latest Statement of Values or other documentation on file with the Company are not individually stated for each building, the Rental Value amount for each building will be developed by multiplying the reported Rental

Value amount that includes the Rental Value amount for the individual building that is damaged by the proportion that the square footage of that individual building bears to the total square footage of all buildings contemplated in that reported Rental Value amount.

17.	Extra Expense, in any one occurrence:	$	5,000,000
	Civil Authority 30 days.		
	Ingress or Egress, in any one occurrence: Number of miles 1. Number of days 30.	$	25,000
	Ordinance or Law - Increased “Period of Restoration”, in any one occurrence:	$	50,000
	Newly Acquired Premises – Extra Expense, in any one occurrence: Number of days 120.	$	50,000
	Undescribed Premises – Extra Expense, in any one occurrence:	$	50,000
	Claim Data Expense – Extra Expense, in any one occurrence:	$	25,000
	“Pollutant” Cleanup and Removal – Extra Expense, aggregate in any one policy year:	$	25,000
	Limited “Fungus”, Wet Rot and Dry Rot Coverage – Extra Expense 30 days.		
18.	Earthquake, Volcanic Eruption, Landslide and Mine Subsidence– aggregate in any one policy year, for all losses covered under this policy, commencing with the inception date of this policy:		
	a. Occurring in Alaska, Hawaii or Puerto Rico:		Not Covered
	b. Occurring in California:		Not Covered
	c. Occurring in High and Moderate Hazard Earthquake, Volcanic Eruption, Landslide and Mine Subsidence Areas as per MS C6 09:		Not Covered
	d. Occurring anywhere else in the Policy Territory:	$	25,000,000
	If more than one Annual Aggregate Limit applies in any one occurrence, the most the Company will pay is the highest involved Annual Aggregate Limit. The most the Company will pay during each annual period is the largest of the Annual Aggregate Limits shown.		
19.	Flood – aggregate in any one policy year, for all losses covered under this policy, commencing with the inception date of this policy:		

a.	Occurring in the Policy Territory resulting from Flood to buildings, structures or property in the open within Flood Zone A or Zones prefixed A as classified under the National Flood Insurance Program or to property in or on buildings or structures located within such Flood Zones:	$	2,500,000
b.	Occurring in the Policy Territory resulting from Flood to buildings, structures or property in the open within Flood Zone V or Zones prefixed V as classified under the National Flood Insurance Program or to property in or on buildings or structures located within such Flood Zones:		Not Covered
c.	Occurring in the Policy Territory resulting from Flood to buildings, structures or property in the open within Flood Zone B, Zone X (shaded) or Zone X-500 as classified under the National Flood Insurance Program or to property in or on buildings or structures located within such Flood Zones:	$	10,000,000
d.	Occurring anywhere else in the Policy Territory:	$	25,000,000

Any loss resulting from Flood to a building, structure or property in the open which is, at the time of loss, within more than one Flood Zone will be subject to the insurance and Annual Aggregate Limit, if any, that would apply under this policy if that building, structure or property in the open was wholly located within the most hazardous of the Flood Zones, as identified in MS C2 06, in which it is located. The Flood Zone that applies to a building or structure will also apply to any property in or on such building or structure.

If, at the time of loss resulting from Flood, the community in which property is located has been suspended from the National Flood Insurance Program, the Flood Zone(s) that applied prior to the suspension will be used in determining the Flood Zone(s) that apply to the property.

If more than one Annual Aggregate Limit applies in any one occurrence, the most the Company will pay is the highest involved Annual Aggregate Limit. The most the Company will pay during each annual period is the largest of the Annual Aggregate Limits shown.

20.	Boiler and Machinery (Insured's premises only): Property Damage, in any one Accident:	Included
	Business Income and Rental Value, in any one Accident:	Included
	Extra Expense, in any one Accident:	Included
	Leasehold Interest, in any one Accident:	Included

	Hazardous Substance, in any one Accident:		
	Ammonia Contamination:	$	250,000
	Any other substance:	$	250,000
	Water Damage, in any one Accident:	$	250,000
	Consequential Damage, in any one Accident:	$	250,000
	Included means, included in the Limit of Insurance that otherwise applies under this policy to the coverage for which included is indicated.		
	Boiler and Machinery (Insured's premises only) all coverages combined, maximum in any one Accident:	$	100,000,000
21.	Limited Electronic Vandalism Cause of Loss Coverage, aggregate in any one policy year:	$	100,000
22.	Contractors Equipment, in any one occurrence:	$	5,000,000
	Subject to a maximum per item of:	$	100,000
	Newly Acquired Contractors Equipment, in any one occurrence:	$	100,000
	Equipment Rental Expense, in any one occurrence:		Not Covered
23.	Expediting Expenses, in any one occurrence:	$	250,000
24.	Leasehold Interest, in any one occurrence:	$	1,000,000
25.	Covered Animals – Direct Damage, in any one occurrence:	$	100,000
	Subject to a maximum per animal of:	$	15,000
26.	Errors and Omissions, in any one occurrence:	$	1,000,000
27.	Utility Services – in any one occurrence:		
	Utility Services, combined Direct Damage and Time Element, including Boiler and Machinery:	$	2,500,000

C. DEDUCTIBLES: For application of Deductibles, refer to the Application of Deductibles conditions in the Policy Conditions, Additional Provisions and Definitions Form.

1.	To Business Income Coverage and Rental Value Coverage for which no other deductible is stated, in any one occurrence:	Hours	48
2.	To Extra Expense Coverage for which no other deductible is stated, in any one occurrence:	Hours	48
3.	By Earthquake, Volcanic Eruption, Landslide and Mine Subsidence, in any one occurrence:	$	100,000
	As respects Business Income, the deductible is included in the occurrence deductible.		
	As respects Rental Value, the deductible is included in the occurrence deductible.		

As respects Extra Expense, the deductible is included in the occurrence deductible.

4. By Flood:

a. Occurring within Flood Zone A or Zones prefixed A, as classified under the National Flood Insurance Program, the deductible, in any one occurrence for each building or structure and its contents separately, will be the amount recoverable under the National Flood Insurance Program when the maximum amount of insurance permitted by the National Flood Insurance Program applies, whether or not the coverage is purchased or maintained. In the event the community in which the premises are located has been suspended from the National Flood Insurance Program, each such deductible shall instead be the amount that would have been recoverable under the National Flood Insurance Program if the community had not been suspended and the maximum amount of insurance that would have been permitted by the National Flood Insurance Program applied.
In addition, the following deductible will apply to property not eligible and coverages not available under the National Flood Insurance Program that are covered under this policy, and any difference in the valuation between the policies, at each affected location, in any one occurrence: $ 100,000

b. Occurring anywhere else in the Policy Territory where Flood coverage applies, in any one occurrence: $ 100,000

Any loss resulting from Flood to a building, structure or property in the open which is, at the time of loss, within more than one Flood Zone will be subject to the Flood deductible, if any, that would apply under this policy if that building, structure or property in the open was wholly located within the most hazardous of the Flood Zones, as identified in MS C2 06, in which it is located. The Flood Zone that applies to a building or structure will also apply to any property in or on such building or structure.

If, at the time of loss resulting from Flood, the community in which property is located has been suspended from the National Flood Insurance Program, the Flood Zone(s) that applied prior to the suspension will be used in determining the Flood Zone(s) that apply to the property.

As respects Business Income, the deductible is included in the occurrence deductible.

As respects Rental Value, the deductible is included in the occurrence deductible.

As respects Extra Expense, the deductible is included in the occurrence deductible.

5.	By “Windstorm” or Hail:				
	a. Occurring in High Hazard Wind Areas, as per MS C6 06, in any one occurrence: Percentage applies per Unit	5	%	$	1,000,000
	b. Occurring anywhere else in the Policy Territory where “Windstorm” or Hail coverage applies, in any one occurrence: Percentage applies per Unit	3	%	$	1,000,000
	As respects Business Income, the deductible is included in the occurrence deductible.				
	As respects Rental Value, the deductible is included in the occurrence deductible.				
	As respects Extra Expense, the deductible is included in the occurrence deductible.				
6.	By Boiler and Machinery, in any one Accident: Applicable to Direct Damage only. Not applicable to Consequential Damage.			$	25,000
7.	By Boiler and Machinery to Business Income and Rental Value, in any one Accident:			Hours	48
8.	By Boiler and Machinery to Extra Expense, in any one Accident:			Hours	48
9.	By Boiler and Machinery - Consequential Damage, in any one Accident: Applicable to Direct Damage only.			$	25,000
10.	To Utility Services - Direct Damage, excluding Boiler and Machinery, in any one occurrence:			$	25,000
11.	To Utility Services - Direct Damage, Boiler and Machinery only, in any one occurrence:			$	25,000
12.	To Utility Services - Time Element, excluding Boiler and Machinery, in any one occurrence:			Hours	72
13.	To Utility Services - Time Element, Boiler and Machinery only, in any one occurrence:			Hours	72
14.	By “Water Damage”, as per Endorsement #1, per location, in any one occurrence:			$	100,000
15.	Covered Animals, in any one occurrence			$	5,000
16.	To any other covered loss, in any one occurrence:			$	25,000

D. VALUATION PROVISION: Replacement Cost applies as per MS C5 05, except as otherwise stated within endorsement MS C5 05, within this Supplemental Coverage Declarations or elsewhere in this policy.

E. SOLE AGENT PROVISION: For any insurance afforded by this policy, WILLIAMSON COUNTY shall act on behalf of all Insureds with respect to the giving and receiving of notice of cancellation or nonrenewal, the payment of premiums, the receiving of return premiums, and the acceptance of any endorsement issued to form a part of this policy.

F. PREMIUM ADJUSTMENT: This policy will be adjusted as needed for any changes in values and premiums.

G. ISSUING COMPANY: The Travelers Lloyds Insurance Company (Texas Locations Only)

FEDERAL TERRORISM RISK INSURANCE ACT DISCLOSURE

This endorsement provides supplementary information regarding the insurance provided under this policy.

The federal Terrorism Risk Insurance Act of 2002 as amended ("TRIA") establishes a program under which the Federal Government may partially reimburse "Insured Losses" (as defined in TRIA) caused by "Acts Of Terrorism" (as defined in TRIA). "Act Of Terrorism" is defined in Section 102(1) of TRIA to mean any act that is certified by the Secretary of the Treasury – in consultation with the Secretary of Homeland Security and the Attorney General of the United States – to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States Mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

The Federal Government's share of compensation for such Insured Losses is 80% of the amount of such Insured Losses in excess of each Insurer's "Insurer Deductible" (as defined in TRIA).

In no event, however, will the Federal Government be required to pay any portion of the amount of such Insured Losses occurring in a calendar year that in the aggregate exceeds $100 billion, nor will any Insurer be required to pay any portion of such amount provided that such Insurer has met its Insurer Deductible. Therefore, if such Insured Losses occurring in a calendar year exceed $100 billion in the aggregate, the amount of any payments by the Federal Government and any coverage provided by this policy for losses caused by Acts Of Terrorism may be reduced.

The charge for such Insured Losses is included in the total premium for this policy. The charge that has been included for such Insured Losses under this policy is the amount indicated below, and does not include any charge for the portion of such Insured Losses covered by the Federal Government under the TRIA:

$ 25,200

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POLICY CHANGES

This endorsement modifies the insurance provided under this policy.

The following Deductible provision is added:

As respects any covered loss or damage caused by “water damage”, regardless of the cause of the “water damage”, the Company will not pay for loss or damage in any one occurrence until the amount of loss or damage exceeds the deductible amount shown in the Supplemental Coverage Declarations for “Water Damage”, unless a higher deductible applies to:

a. The cause of the “water damage”;

b. The property involved in the “water damage”; or

c. Any coverage(s) involved in the “water damage” loss;

in which case the higher deductible will apply. The Company will then pay the amount of loss or damage in excess of the deductible up to the applicable Limit of Insurance.

This “Water Damage” deductible does not apply to any loss or damage from “water damage” that is itself caused by fire.

Place copyright here OR delete this line

Public Risk Underwriters of Texas
Insurance Solutions for Public Entities

LAW ENFORCEMENT LIABILITY QUOTATION

APPLICANT: Williamson County
100 Wilco Way, Suite HR101
Georgetown, TX 78626

INSURER: **QBE SPECIALTY INSURANCE COMPANY**
BEST RATING: A XIV
A SURPLUS LINES CARRIER

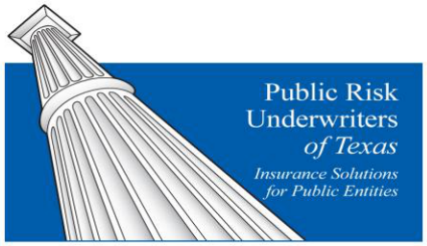
PROPOSED INCEPTION: October 1, 2021

POLICY LIMITS: Each Wrongful Act / Annual Agg.	**SELF INSURED RETENTION:** Including LAE	**ANNUAL PREMIUM**
$1,750,000 / $1,750,000	$250,000	$699,561

TERMS, CONDITIONS, AND SUBJECTIVITIES include but are not limited to:

- $350 Policy Fee in addition to the annual premium.
- Policy Form: QBLE-1000 (01-16)) A **CLAIMS MADE** form.
- Retroactive Date: 10/01/2021

- Canine and handler training certification **within 30 days.**
- Trade or Economic Sanctions Endorsement (QBIL-0285 (08-14))
- Service of Process Endorsement (IL-2002 (07-21))
- Nuclear Energy Exclusion (QBLE-2044 (01-16))
- 25% Minimum Earned Premium Endorsement (QBLE-2045 (01-16))
- Line of Duty Death Endorsement (QBLE-2019 (01-16))
- Retroactive Date Endorsement (QBLE-2012 (01-16))
- Self-Insured Retention Endorsement (QBLE-2016 (04-16))
- Defense Inside the Limit Endorsement (QBLE-2017 (01-16))
- Exclusion Endorsement – Big Fish Entertainment LLC with Respect to Live PD tv series.
- Communicable Disease Exclusion Endorsement (QBLE-2010 (10-20))



If there have been any material changes since the application has been signed, you must immediately report the applicable changes to Public Risk Underwriters of Texas. In the event of a difference, the policy will prevail.

This proposal is valid until 12:01 AM October 1, 2021. If we have not received a written request to bind coverage by then, we will close our file. This proposal may not match the coverage requested. Forms and endorsements are available upon request. If you have any questions or would like alternative proposals please contact us.

REMINDER: Only **PRU of Texas** has the authority to bind, alter, or cancel coverage on behalf of the carrier. Coverage cannot be assumed to be bound without written confirmation from an authorized representative of **PRU of Texas.**

An ERP is available for one, two or three years for an additional fully earned premium equal to 75%, 125%, or 150% respectively.

TRAVELERS

Wrap+®

Brian A Pook
PO Box 2950
Hartford, CT 06104-2950
Phone: (651) 310-2314
Email: BPOOK@travelers.com

RE: **Insured Name:** WILLIAMSON COUNTY
100 WILCO WAY STE HR101
GEORGETOWN, TX 78628

Expiring Policy Number: 107151511

Policy Period: October 1, 2021 to October 1, 2022

On behalf of **Travelers Casualty and Surety Company of America** we are pleased to provide the attached proposal of insurance for your review.

The quotes contained in this document are valid until the expiration of your current policy, and are subject to the provision of, and Travelers' review and acceptance of, the required underwriting information noted in the Contingencies section. Travelers reserves the right to change the quotes in this document, or to refuse to bind coverage entirely, based on review of the required underwriting information or based on adverse change in the risk(s) to be insured prior to the quote expiration date noted in this document.

Please note that we require a response to this document prior to expiration of the Insured's current policy in order to facilitate policy renewal. The insured's current policy will expire and not be renewed in the absence of a request, and Travelers' agreement, to bind coverage.

Travelers is pleased to offer Risk Management PLUS+ Online®, the industry's most comprehensive program for mitigating your management liability exposures, which is available to you at no additional cost. Please visit **www.rmplusonline.com** to view the services that are available. If you have additional questions about the site please contact your Underwriter.

Travelers Casualty and Surety Company of America, a subsidiary of The Travelers Companies, Inc., has consistently earned high ratings for financial strength and claims-paying ability from independent rating services, including a current A.M. Best rating of A++*. Founded in 1853, The Travelers Companies, Inc. is a Fortune 500 company, a component of the Dow Jones Industrial Average, and a leading provider of property casualty insurance for businesses.

Thank you for considering Travelers for your client's insurance coverages. We look forward to discussing this opportunity with you.

Sincerely,

Brian A Pook
Travelers Bond & Specialty Insurance

*A.M. Best's rating of A++ applies to Travelers Casualty and Surety Company of America as well as to certain insurance subsidiaries of Travelers that are members of the Travelers Insurance Companies pool; other subsidiaries are included in another rating pool or are separately rated. For a listing of companies rated by A.M. Best and other rating services visit www.travelers.com. Ratings listed herein are as of October 2019, are used with permission, and are subject to changes by the rating services. For the latest rating, access www.ambest.com.

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Travelers Casualty and Surety Company of America
QUOTE OPTION #1

CRIME COVERAGES:

Crime Insuring Agreements	Single Loss Limit of Insurance	Single Loss Retention	Crime Insuring Agreements	Single Loss Limit of Insurance	Single Loss Retention
A - Fidelity			**F - Computer Crime**		
1. Employee Theft	See Endorsement		1. Computer Fraud	$500,000	$5,000
2. ERISA Fidelity	Not Covered		2. Computer Program and Electronic Data Restoration Expense	Not Covered	
3. Employee Theft of Client Property	Not Covered				
B - Forgery or Alteration	$500,000	$5,000	**G - Funds Transfer Fraud**	$500,000	$5,000
C - On Premises	$500,000	$5,000	**H - Personal Accounts Protection**		
			1. Personal Accounts Forgery or Alteration	Not Covered	
			2. Identity Fraud Expense Reimbursement	Not Covered	
D - In Transit	$500,000	$5,000	**I - Claim Expense**	$5,000	$0
E - Money Orders and Counterfeit Money	$500,000	$5,000			

Insured's Premises Covered: Worldwide, except

CYBER COVERAGE:

Liability	Limit	Retention
Privacy and Security	$2,000,000	$25,000
Payment Card Costs	$2,000,000	Subject to Privacy and Security Retention
Media	$2,000,000	$25,000
Regulatory Proceedings	$2,000,000	$25,000
Breach Response	**Limit**	**Retention**
Privacy Breach Notification	1,000,000 impacted parties	impacted parties threshold 100
Computer and Legal Experts	$1,000,000 which is separate from the CyberRisk Aggregate Limit	
Betterment	$100,000	
Cyber Extortion	$2,000,000	$25,000
Data Restoration	$2,000,000	$25,000
Public Relations	$2,000,000	$25,000
Cyber Crime	**Limit**	**Retention**
Computer Fraud	$1,000,000	$5,000
Funds Transfer Fraud	$1,000,000	$5,000
Social Engineering Fraud	$100,000	$5,000
Telecom Fraud	$100,000	$5,000
Business Loss	**Limit**	**Retention**
Business Interruption	$2,000,000	

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Dependent Business Interruption	$100,000	
Dependent Business Interruption - System Failure	$100,000	
Dependent Business Interruption - Outsource Provider	$100,000	
Dependent Business Interruption - Outsource Provider - System Failure	$100,000	
Reputation Harm	$250,000	$25,000
System Failure	$2,000,000	

Additional First Party Provisions

Accounting Costs Limit: $25,000

Betterment Coparticipation: 50%

Period Of Restoration: 180 days

Period Of Indemnity: 30 days

Wait Period: 8 hours

Knowledge Date: October 01, 2019

P&P Date: October 01, 2019

Retro Date: N/A

TOTAL ANNUAL PREMIUM - $57,015.00

(Other term options listed below, if available)

LIMIT DETAIL:

Shared Additional Defense Limit of Liability: N/A

Crime Policy Aggregate Limit of Insurance: N/A

CyberRisk Policy Aggregate Limit: $2,000,000

EXTENDED REPORTING PERIOD AND RUN-OFF:

Extended Reporting Period for Cyber Coverage:

Additional Premium Percentage: 75%

Additional Months: 12

Run-Off Extended Reporting Period for Cyber Coverage:

Additional Premium Percentage: N/A

Additional Months: N/A

CLAIM DEFENSE FOR ASSOCIATION MANAGEMENT LIABILITY COVERAGE, LIABILITY COVERAGES AND/OR CYBER COVERAGE:

Duty to Defend

PREMIUM DETAIL:

Term	Payment Type	Premium	Taxes	Surcharges	Total Premium	Total Term Premium

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1 Year	Prepaid	$57,015.00	$0.00	$0.00	$57,015.00	$57,015.00

POLICY FORMS APPLICABLE TO QUOTE OPTION # 1:

ACF-2001-0119	Modular Declarations Page
AFE-16001-0119	General Conditions
CRI-3001-0109	Crime Policy Form
CYB-16001-0620	CyberRisk Coverage

ENDORSEMENTS APPLICABLE TO QUOTE OPTION # 1:

ACF-7006-0511	Removal of Short-Rate Cancellation Endorsement
ACF-7007-0811	Cross-Coverage Notice Endorsement
AFE-17032-0620	Texas Changes Endorsement
AFE-19029-0719	Cap On Losses From Certified Acts Of Terrorism Endorsement
AFE-19030-0920	Federal Terrorism Risk Insurance Act Disclosure Endorsement
CRI-19072-0315	Global Coverage Compliance Endorsement – Adding Financial Interest Coverage and Sanctions Condition and Amending Territory Condition
CRI-19085-0919	Social Engineering Fraud Insuring Agreement Endorsement
CRI-19101-1117	Amendatory Endorsement for Certain ERISA Considerations
CRI-19115-0519	Telecommunication Fraud Insuring Agreement Endorsement
CRI-19122-1120	Delete Exclusion For Prior Losses Involving Subsidiaries Endorsement
CRI-4019-0911	Texas Changes Endorsement
CRI-5044-0613	Texas Cancellation or Termination Endorsement
CRI-7059-0109	Amend Definition of Employee Endorsement
# of Days	*90*
CRI-7126-0109	Government Entity Crime Endorsement - Faithful Performance of Duty
CRI-7129-0109	Government Entity Crime Endorsement Including Coverage for Treasurers and Tax Collectors
CYB-19101-0119	Per Impacted Parties And Computer And Legal Expert Costs Endorsement
CYB-19102-0620	Dependent Business Interruption - System Failure Endorsement
CYB-19104-0620	Dependent Business Interruption - Outsource Provider Endorsement
CYB-19105-0119	Conviction Reward Endorsement
CYB-19122-0519	Vendor Or Client Payment Fraud Endorsement
CYB-19123-0519	Bricked Equipment Endorsement
LIA-4028-0912	Texas Changes Endorsement
LIA-5041-1107	Texas Cancellation and Nonrenewal Endorsement

CONTINGENCIES APPLICABLE TO QUOTE OPTION # 1:

This quote is contingent on the acceptable underwriting review of the following information prior to the quote expiration date.

None

NOTICES:

It is the agent's or broker's responsibility to comply with any applicable laws regarding disclosure to the policyholder of commission or other compensation we pay, if any, in connection with this policy or program.

Important Notice Regarding Compensation Disclosure

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For information about how Travelers compensates independent agents, brokers, or other insurance producers, please visit this website: http://www.travelers.com/w3c/legal/Producer_Compensation_Disclosure.html

If you prefer, you can call the following toll-free number: 1-866-904-8348. Or you can write to us at Travelers, Agency Compensation, P.O. Box 2950, Hartford, CT 06104-2950.

FEDERAL TERRORISM RISK INSURANCE ACT DISCLOSURE

The federal Terrorism Risk Insurance Act of 2002 as amended ("TRIA"), establishes a program under which the Federal Government may partially reimburse "Insured Losses" (as defined in TRIA) caused by "Acts Of Terrorism" (as defined in TRIA). Act Of Terrorism is defined in Section 102(1) of TRIA to mean any act that is certified by the Secretary of the Treasury - in consultation with the Secretary of Homeland Security and the Attorney General of the United States - to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States Mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

The Federal Government's share of compensation for such Insured Losses is 80% of the amount of such Insured Losses in excess of each Insurer's "Insurer Deductible" (as defined in TRIA), subject to the "Program Trigger" (as defined in TRIA).

In no event, however, will the Federal Government be required to pay any portion of the amount of such Insured Losses occurring in a calendar year that in the aggregate exceeds $100 billion, nor will any Insurer be required to pay any portion of such amount provided that such Insurer has met its Insurer Deductible. Therefore, if such Insured Losses occurring in a calendar year exceed $100 billion in the aggregate, the amount of any payments by the Federal Government and any coverage provided by this policy for losses caused by Acts Of Terrorism may be reduced.

For each coverage provided by this policy that applies to such Insured Losses, the charge for such Insured Losses is no more than one percent of your premium, and does not include any charge for the portion of such Insured Losses covered by the Federal Government under TRIA. Please note that no separate additional premium charge has been made for coverage for Insured Losses covered by TRIA. The premium charge that is allocable to such coverage is inseparable from and imbedded in your overall premium.

Coverage Disclaimer:

THIS QUOTE DOES NOT AMEND, OR OTHERWISE AFFECT, THE PROVISIONS OR COVERAGE OF ANY RESULTING INSURANCE POLICY ISSUED BY TRAVELERS. IT IS NOT A REPRESENTATION THAT COVERAGE DOES OR DOES NOT EXIST FOR ANY PARTICULAR CLAIM OR LOSS UNDER ANY SUCH POLICY. COVERAGE DEPENDS ON THE APPLICABLE PROVISIONS OF THE ACTUAL POLICY ISSUED, THE FACTS AND CIRCUMSTANCES INVOLVED IN THE CLAIM OR LOSS AND ANY APPLICABLE LAW.

THE PRECEDING OUTLINES THE COVERAGE FORMS, LIMITS OF INSURANCE, POLICY ENDORSEMENTS AND OTHER TERMS AND CONDITIONS PROVIDED IN THIS QUOTE. ANY POLICY COVERAGES, LIMITS OF INSURANCE, POLICY ENDORSEMENTS, COVERAGE SPECIFICATIONS, OR OTHER TERMS AND CONDITIONS THAT YOU HAVE REQUESTED THAT ARE NOT INCLUDED IN THIS QUOTE HAVE NOT BEEN AGREED TO BY TRAVELERS. PLEASE REVIEW THIS QUOTE CAREFULLY AND IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT YOUR TRAVELERS REPRESENTATIVE.

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Intact

Atlantic Specialty Insurance Company

605 Highway 169 North, Suite 800
Plymouth, MN 55441

TEXAS UNINSURED/UNDERINSURED MOTORISTS COVERAGE SELECTION/REJECTION

Applicant/Named Insured:

WILLIAMSON COUNTY
100 WILCO WAY HR 101
GEORGETOWN, TX 78626

Producer:

Policy Effective Date: 10/01/2021

Policy Number: 791002094-000

Texas law permits you to make certain decisions regarding Uninsured/Underinsured Motorists Coverage. This document briefly describes this coverage and the options available.

You should read this document carefully and contact us or your agent if you have any questions regarding Uninsured/Underinsured Motorists Coverage and your options with respect to this coverage.

This document includes general descriptions of coverage. However, no coverage is provided by this document. You should read your policy and review your Declarations Page(s) and/or Schedule(s) for complete information on the coverages you are provided.

UNINSURED/UNDERINSURED MOTORISTS COVERAGE

Uninsured/Underinsured Motorists Coverage provides insurance protection to an insured for damages which the insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of bodily injury or property damage caused by an automobile accident. Also included are damages due to bodily injury or property damage that result from an automobile accident with a hit-and-run vehicle whose owner or operator cannot be identified.

Unless rejected, Uninsured/Underinsured Motorists Coverage will be afforded at limits at least equal to a combined single limit of $85,000 for each accident, but you may select optional higher limits.

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Please indicate your choice from either **A.** or **B.** as follows:

A. Selection Of Uninsured/Underinsured Motorists Coverage Limit

If you wish to select Uninsured/Underinsured Motorists Coverage, you may do so by initialing next to the appropriate item(s) and signing below. Please note that we only offer Uninsured/Underinsured Motorists Coverage limits up to the Liability Coverage limit of your policy, even though higher limits may appear below.

(Initials)	I select Uninsured/Underinsured Motorists Coverage at the following limit(s):

(Choose one Combined Single Limit option from the following):

(Initials)	Combined Single Limit
_____	$ 85,000
_____	100,000
_____	250,000
_____	350,000
_____	500,000
_____	1,000,000
_____	_____ (Other)

_____ _____

Signature Of Applicant/Named Insured **Date**

B. Rejection Of Uninsured/Underinsured Motorists Coverage

If you wish to reject Uninsured/Underinsured Motorists Coverage, you may do so by initialing and signing below.

_____ **I reject Uninsured/Underinsured Motorists Coverage.**

(Initials)

_____ _____

Signature Of Applicant/Named Insured **Date**

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Intact

Insured Name and Address:

WILLIAMSON COUNTY
100 WILCO WAY HR 101
GEORGETOWN, TX 78626

Quote Number: 2773618-4

POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM INSURANCE COVERAGE

You are hereby notified that under the Terrorism Risk Insurance Act (the Act), as amended, you have a right to purchase insurance coverage for losses resulting from acts of terrorism. *As defined in Section 102(1) of the Act*: The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury - in consultation with the Secretary of Homeland Security, and the Attorney General of the United States - to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 80%, BEGINNING ON JANUARY 1, 2020, OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM TO BE CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A $100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS $100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED $100 BILLION, YOUR COVERAGE MAY BE REDUCED.

SELECTION OR REJECTION OF TERRORISM INSURANCE COVERAGE

The prospective premium required for your terrorism coverage is $5,431.

If you wish to reject this offer of coverage, you should check the box below, sign this notice and send it to your agent. An **exclusion** of terrorism losses, as defined by the Act, will then be made part of your policy.

☒	I hereby reject the offer of terrorism coverage. I understand that I will have no coverage for losses arising from acts of terrorism, as defined in the Act.

If your policy includes Property coverage in one or more of these states: CA, GA, HI, IA, IL, MA, ME, MO, NC, NJ, NY, OR, RI, WA, WI, or WV; the following statement applies:

The terrorism exclusion makes an exception for (and thereby continues your coverage for) property fire losses resulting from an act of terrorism. Therefore, if you reject the offer of terrorism coverage, that rejection does not apply to fire losses resulting from an act of terrorism - the coverage in your policy for such fire losses will continue.

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If such a loss occurs, and is certified under the Act, the loss will be reimbursed by the United States Government under the formula detailed above.

The portion of your policy premium attributable to terrorism (fire only) coverage in all of the states listed above, in which your policy provides Property coverage, $0. This amount is included in your policy premium and cannot be rejected.

If your policy includes Inland Marine coverage in one or more of these states: CA, ME, MO, OR or WI; the following statement applies:

The terrorism exclusion makes an exception for (and thereby continues your coverage for) direct property damage fire losses resulting from an act of terrorism. Therefore, if you reject the offer of terrorism coverage, that rejection does not apply to direct property damage fire losses resulting from an act of terrorism - the coverage in your policy for such fire losses will continue. If such a loss occurs, and is certified under the Act, the loss will be reimbursed by the United States Government under the formula detailed above.

The portion of your policy premium attributable to coverage for direct property damage from fire resulting from terrorism in all of the states listed above, in which your policy provides Inland Marine coverage, is $0. This amount is included in your policy premium and cannot be rejected.

	Atlantic Specialty Insurance Company
Policyholder/Applicant's Signature	Insurance Company
Print Name	Date

If you have any questions about this notice, please contact your agent.

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WC

PLEASE COMPLETE AND SIGN IN THE INDICATED SPACE BELOW.
PLEASE RETURN.

Insured Name:
WILLIAMSON COUNTY

Policy # WC 3 709 904

DEDUCTIBLE NOTICE OF ELECTION

Texas law permits an employer to obtain workers compensation insurance with a deductible. The insurance applies only to benefits payable under Texas workers compensation law. When a deductible is elected, the policyholder is required to reimburse the insurance carrier for benefits payable under the law up to the deductible amount and a credit is applied to the policy. Premium credits are determined based on the deductible selected and the hazard group. The hazard group is determined by the classification that produces the largest amount of estimated Texas standard premium.

You are not required to choose a deductible. If you do choose one, your insurance company will pay the deductible amount for you, but you must reimburse the insurance company within 30 days after they send you notice that payment is due. If you fail to reimburse the insurance company, they may cancel the policy upon ten days written notice, and any resulting premium may be applied to the deductible amount owed.

If a deductible amount is desired, please indicate below.

☐ Yes, I want a deductible of (select only one):

1. _____ per accident
2. _____ per claim
3. _____ medical-only

applied to benefits payable under the Texas Workers Compensation Law. I understand that the company will pay the deductible amount and seek reimbursement _____ .
(monthly, quarterly or other)

☒ No, I do not want a deductible applied to benefits payable under the Texas Workers Compensation Law.

☐ Yes, I do want a deductible policy, but am unable to obtain one for the following reason:

_____

The deductible plans have been explained to me.

X _____ _____
Signature and Title Date

_____ _____
Employer Name (print or type) Address

_____ _____
Insurance Company Effective Date

DNE-1A (Ed. 6-14)

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09/16/21

Commissioners Court - Regular Session **15.**

Meeting Date: 09/28/2021

Infax, Inc. Electronic Docket Display System Annual Maintenance Agreement

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 Annual Maintenance Agreement for Infax, Inc. and Williamson County for the Electronic Docket Display System(s) covering term of October 1, 2021 – September 30, 2022, in the amount of $12,000, and authorizing execution of the agreement. Purchase is exempt from competitive bidding requirements under Texas Local Government Code 262.024. (7)(D) captive replacement parts or components for equipment.

Background

This agreement supports the ongoing operations of the Williamson County Courts for the Electronic Docket Display System. The Infax, Inc. Court Solutions system was awarded through RFP #15RFP108 in 2015. Equipment was upgraded earlier in 2021. System platforms include the Electronic Digital Display System, the Electronic Public Notice Display System and the Electronic Informational Kiosk System. The point of contact is Deanna Saucedo. The IT Department funding source is 01.0100.0503.004505.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Infax Electronic Docket System annual maintenance agreement for FY22

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	09/23/2021 10:27 AM
County Judge Exec Asst.	Becky Pruitt	09/23/2021 10:45 AM
Form Started By: Dianne West		Started On: 09/15/2021 02:18 PM
Final Approval Date: 09/23/2021		

Infax

5900 Windward Parkway, Suite 525
Alpharetta GA 30005-8862

770.209.9925 Main
770.209.0671 Fax

Sales@Infax.com
www.Infax.com

SYSTEM SUPPORT AGREEMENT-PREMIUM

Terms and Conditions

WHEREAS, Williamson County, TX (hereinafter, "CUSTOMER" and detailed in Exhibit 1) has purchased an **INFAX SYSTEM,** consisting of hardware and software; and WHEREAS, CUSTOMER desires INFAX INCORPORATED (hereinafter, "INFAX"), to provide system support (hereinafter, "SSA"); NOW, THEREFORE, in consideration of the following mutual promises, covenants, and conditions, the parties do hereby agree as follows:

1.SCOPE: INFAX will provide telephone and electronic assistance to help diagnose software and hardware problems with the system components covered by this SSA with a two-hour response time. Covered equipment includes INFAX provided equipment in service as of the date of this agreement. CUSTOMER will provide technical description of problem by telephone or electronic mail. CUSTOMER will designate two (2) authorized contact persons whose names are listed in Exhibit 1. CUSTOMER shall have the right to change the authorized customer spokespersons upon written notice to INFAX.

2. HARDWARE REPAIRS, REPLACEMENT AND SHIPPING: INFAX is not responsible for the cost of repairs, replacement or shipping of equipment. If required, INFAX will provide a cost estimate for each repair or replacement. Hardware will be covered by manufacturer's warranty.

3. CUSTOMER RESPONSIBILTIES: To receive support, CUSTOMER is responsible for complying with the following:

a. Confirm that the matter is not the result of damage caused by third parties. CUSTOMER understands that we are not responsible for damage caused by power failures, cut network or power cables and other such third party influence.
b. Data is backed up before beginning repairs. CUSTOMER understands that we are not responsible for any loss of software or data.
c. Maintaining updated virus definitions and operating system security patches. CUSTOMER understands that we are not responsible for damage caused by viruses, hacking and other such third party influence. If required, INFAX will provide a cost estimate to repair damage caused by such events.
d. System must be accessible to our technician. CUSTOMER is responsible for maintaining internet or dial-up access to system.

4. FEE: The annual fee for this SSA Agreement is $12,000. Additional system components purchased by the CUSTOMER following the effective date of this agreement may be added to this agreement by written amendment. The fee will be adjusted to include the additional system components based on the suggested list price of the system components in effect at the time the system components are added to this agreement. At each annual renewal, the fee is subject to change by INFAX upon written notice to the CUSTOMER. Such fees shall be paid annually in advance. All current fees must be paid in order for services to be rendered under this agreement.

5. LENGTH OF AGREEMENT: This agreement is for one year from the date of acceptance by INFAX; upon expiration of its initial term, INFAX at its option, may renew this agreement on a ninety day to ninety day basis at the prices, terms, and conditions then in effect.

6. CANCELLATION AND/OR DEFAULT UNDER THIS AGREEMENT: Should any invoice under this agreement be unpaid for more than 15 days from due date, CUSTOMER's coverage under this agreement may be cancelled upon written notice from INFAX. INFAX may cancel this agreement upon 30 days written notice to the CUSTOMER prior to the end of any quarterly period. Customer may cancel this agreement with written notice to INFAX 30 days prior to any annual invoice date. A CUSTOMER who cancels their agreement or who has their agreement cancelled as a result of a breach of this agreement may at a later time renew the agreement and receive benefits of the agreement upon acceptance by INFAX of the payment of the quarterly fee for the agreement in effect at the time of renewal plus a reinstatement fee equal to the difference between the price of the hardware at the time of the CUSTOMER's original agreement and that prevailing at the time of renewal. If CUSTOMER does not pay the amounts due hereunder, breaches any other terms of this agreement, ceases doing business as a going concern,

has a petition filed by or against it under any of the provisions of the Bankruptcy Code, makes an assignment for the benefit of creditors, or attempts an informal arrangement or composition with creditors, or if a receiver or any officer of the court is appointed to have control of any property, INFAX, in addition to any other legal remedies it may have, may terminate this agreement effective upon written notice. Further, INFAX may terminate this agreement effective upon written notice if the hardware is modified, damaged, or altered or serviced by other than employees or authorized agents of INFAX. FURTHERMORE IT IS EXPRESSLY UNDERSTOOD BY THE PARTIES SUBJECT TO THIS AGREEMENT THAT AFTER CANCELLATION, DEFAULT, OR BREACH OF ANY OF THE CONDITIONS UNDER ANY OF THE TERMS OF THIS AGREEMENT, REINSTATEMENT OF THIS AGREEMENT MUST BE APPROVED BY INFAX.

7. INVOICING: The annual fee due hereunder shall be invoiced in advance with the payment due under this agreement prior to the rendering of any services hereunder.

8. CONTINGENCIES: INFAX shall not be responsible for failure to render service due to causes beyond its control, including but not limited to, work stoppages, fires, civil disorders, riots, rebellions, acts of God, and similar occurrences.

9. GENERAL:

A. TAXES: CUSTOMER agrees to pay all taxes, including state and local sales or excise taxes, however designated, levied or based on the service charges pursuant to this agreement.

B. EQUIPMENT OPERATORS: CUSTOMER shall provide trained equipment operators.

C. AVAILABILITY OF SERVICE: The services covered by this agreement are available only at locations within the United States and its possessions.

D. NOTICES: All notices provided for under this agreement shall be as follows: to CUSTOMER, at the billing address as shown in Exhibit 1; to INFAX at Corporate Office.

E. ASSIGNMENT: Customer cannot assign this agreement without the express written consent of INFAX.

F. HEADINGS: The headings and titles of this agreement are inserted only for convenience and shall not affect the interpretation or construction of any of the provisions of this agreement.

G. EFFECTIVE DATE: This agreement shall be effective upon written acceptance by INFAX at its corporate headquarters.

H. NO WAIVER OF SOVEREIGN IMMUNITY OR POWERS: Nothing in the contract relevant to this agreement will be deemed to constitute a waiver of sovereign immunity or powers of Customer, the Williamson County Commissioners Court, or the Williamson County Judge.

I. VENUE AND GOVERNING LAW: Venue of this contract shall be Williamson County, Texas, and the law of the State of Texas shall govern

J. TEXAS LAW APPLICABLE TO IDEMNIFICATION: All indemnifications or limitations of liability or statutes of limitations shall be *to the extent authorized under Texas law* and shall follow Texas law without modifying the Customer's rights

K. 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 ninety (90) 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.

L. 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.

10. TEXAS PROMPT PAYMENT ACT COMPLIANCE: Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date Customer receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by Customer in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Customer's fiscal year in which the payment becomes due. The said rate in effect on September 1

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Alpharetta GA 30005-8862

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770.209.0671 Fax

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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.

11. RIGHT TO AUDIT: INFAX 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 INFAX which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. INFAX agrees that licensee shall have access during normal working hours to all necessary INFAX 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 INFAX reasonable advance notice of intended audits.

12. DISCLAIMER: Other than the obligations of INFAX expressly set forth herein, INFAX DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABLILITY, OR FITNESS FOR A PARTICULAR PURPOSE. INFAX SHALL NOT BE RESPONSIBLE FOR DIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES ARISING FROM THE USE OR PERFORMANCE OF THE SYSTEM OR THE LOSS OR USE OF THE SYSTEM OR ACCESSORIES ATTACHED THERETO.

13. CHANGE OF LOCATION: In the event that CUSTOMER shall move the SYSTEM, CUSTOMER must notify INFAX and INFAX must approve the new installation site in order for this agreement to remain in full force and effect.

14. ENTIRE AGREEMENT: This agreement shall become effective only after execution by CUSTOMER and INFAX as indicated below and delivery of a fully executed copy to CUSTOMER. This agreement is for INFAX supplied software only. Hardware is not included in this agreement. It is expressly understood that no other form of acceptance, verbal or written, will be valid or binding and that this agreement shall constitute the entire agreement between the parties with respect to its subject matter, irrespective of inconsistent or additional terms or conditions in CUSTOMER'S purchase orders, or in any other documents submitted to INFAX by CUSTOMER, or in any representations made by INFAX personnel.

INFAX, INCORPORATED:

CUSTOMER:

Signature:_____

Signature:_____

Name: Daniel L. McWilliams

Name:_____

Title: CFO

Title:_____

Date: 9/9/2021

Date:_____

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SYSTEM SUPPORT AGREEMENT

Exhibit 1, Customer Information

Customer Name Williamson County, TX

Service Address Williamson County Courtsight Locations

City Georgetown State TX Zip 78626

Billing Address 710 Main Street, Suite 101

City Georgetown State TX Zip 78626

Customer Contact Person Alison Gleason Phone 512-943-1680

Customer Contact Person _____ Phone _____

Period Covered by this Agreement: 10/1/2021 – 9/30/2022

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SYSTEM SUPPORT AGREEMENT

Exhibit 2, Additional services

Additional services to be provided under this agreement are as follows:

1. **Page Layout Updates/Customization:** INFAX will provide revisions as needed.

2. **Server Maintenance:** INFAX will remotely access the Infax System server periodically to check for errors or required updates and fix or apply as required. Quarterly report will be prepared and sent to Customer designated representative.

3. **Logo Integration:** No charge.

Commissioners Court - Regular Session **16.**

Meeting Date: 09/28/2021

Spectrum Internet for Hutto Community Center

Submitted For: Joy Simonton **Submitted By:** Brenda Fuller, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the service contract between Williamson County and Spectrum Internet Service to provide the installation and internet service to the Hutto Community Center, 3751 CR 130, Hutto, TX 78634 in the amount of $3,285.03 with a month to month contract term and monthly recurring charges of $134.98 and exempting the item from competitive bidding requirements as per Texas Local Govt. Code Discretionary Exemption 262.024(a)(7)(C) electric power, gas, water, and other utility services; and authorizing execution of the agreement.

Background

This agreement is for the installation of Spectrum Internet Services at the Hutto Community Center, 3751 County Road 130, Hutto, TX 78634. A one time construction and installation fee of $3,285.03 applies. The Spectrum Internet and Static IP1 month to month recurring charges are $134.98 for this utility service. The IT department contact is Richard Semple. The funding source is 418P;418A; Task 1.1.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Spectrum

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	09/23/2021 10:33 AM
County Judge Exec Asst.	Becky Pruitt	09/23/2021 10:47 AM
Form Started By: Brenda Fuller		Started On: 09/21/2021 02:57 PM
Final Approval Date: 09/23/2021		

Spectrum ENTERPRISE

SERVICE ORDER

THIS SERVICE ORDER ("Service Order"), is executed and effective upon the date of the signature set forth in the signature block below ("Effective Date") and is by and between Charter Communications Operating, LLC on behalf of those operating subsidiaries providing the Service(s) hereunder ("Spectrum") and Customer (as shown below) and is governed by and subject to the Spectrum Enterprise Commercial Terms of Service posted to the Spectrum Enterprise website, https://enterprise.spectrum.com/ (or successor url) or, if applicable, an existing services agreement mutually executed by the parties (each, as appropriate, a "Service Agreement"). Except as specifically modified herein, all other terms and conditions of the Service Agreement shall remain unamended and in full force and effect.

Spectrum Enterprise Contact Information	
Spectrum Enterprise 12405 Powerscourt Drive St. Louis, MO 63131	Contact: Horacio Galvan Telephone: 5125939240 Email: eli.galvan@charter.com

Customer Information		
Customer Name WILLIAMSON COUNTY (HQ)		Order # [redacted]
Address 301 SE Inner Loop 105 GEORGETOWN TX 78626		
Telephone [redacted]		Email: [redacted]
Contact Name [redacted]	Telephone [redacted]	Email: [redacted]
Billing Address 301 SE Inner Loop 105 GEORGETOWN TX 78626		
Billing Contact Name [redacted]	Telephone [redacted]	Email: [redacted]

NEW AND REVISED SERVICES AT 3751 County Road 130 , Hutto TX 78634				
Service Description	***Contract Term***	***Quantity***	***Sales Price***	***Monthly Recurring Charges***
Spectrum Internet	Month to Month	1	$ 119 99	$ 119 99
Static IP 1	Month to Month	1	$ 14 99	$ 14 99
TOTAL*				***$134.98***

ONE TIME FEES AT 3751 County Road 130 , Hutto TX 78634			
Service Description	***Quantity***	***Sales Price***	***Install One Time Charge***
Installation	1		$ 99 00
Construction Fee	1		$3,186 03
TOTAL*			***$3,285.03***

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1. ***TOTAL FEES. Total Monthly Recurring Charges and Total One-Time Charges are due in accordance with the monthly invoice.***
2. ***TAXES***. Prices for Services do not include taxes, surcharges, or other fees.
3. ***NO UNTRUE STATEMENTS***. Customer represents and warrants to Spectrum that neither this Service Order, nor any other information, including without limitation, any schedules or drawings furnished to Spectrum contains any untrue or incorrect statement of material fact or omits or fails to state a material fact.
4. ***SPECIAL TERMS***.

The Parties have caused their duly authorized representatives to execute this Service Order.

CUSTOMER SIGNATURE

Signature:_____

Printed Name:_____

Title:_____

Company:_____

Date:_____

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Commissioners Court - Regular Session **17.**

Meeting Date: 09/28/2021

Data Projections, Inc. Services for Williamson County Justice Center Court at Law Two

Submitted For: Joy Simonton **Submitted By:** Brenda Fuller, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the quotation between Data Projections, Inc. and Williamson County for a new Audio Visual System at the District Court at Law Two in the not-to-exceed amount of $150,287.78 pursuant to TIPS contract #210101, and authorizing execution of the documents. Funding Source is P515.

Background

Approval of this item will support the operations at the Williamson County Court at Law Two located at 405 MLK Street, Georgetown TX 78626 with the installation of a new audio visual system. Quote #010171 is attached. The Addendum is attached. Department contact is Don Heflin. This expenditure will be charged to P515.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Addendum

Quote

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	09/23/2021 10:56 AM
County Judge Exec Asst.	Becky Pruitt	09/23/2021 10:57 AM
Form Started By: Brenda Fuller		Started On: 09/21/2021 03:53 PM
Final Approval Date: 09/23/2021		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

COUNTY ADDENDUM FOR
SERVICES CONTRACT
(New District Courtroom
AV Installation)
(Data Projections, Inc. via TIPS #[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, and the Texas Health & Safety Code.

THIS CONTRACT is made and entered into by and between **Williamson County, Texas** (hereinafter "Customer" or "The County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Data Projections, Inc.** (hereinafter "Data Projections"). Customer agrees to engage Data Projections 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. Data Projections Proposal with Terms and Conditions/ Quote #[redacted];
B. TIPS #[redacted]; and
C. 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: Data Projections agrees and will comply with any and all local, state or federal requirements with respect to the services rendered.

V.

Good Faith: Data Projections agrees to act in good faith in the performance of the contract relevant to this addendum.

VI.

Payment: Data Projections will be compensated based on a fixed sum for the specific project herein. The amount of compensation paid to Data Projections shall be capped and not-to-exceed **$150,287.78** for the specific project. Any changes to this amount must be made by change order or addendum and approved by the Williamson County Commissioners Court.

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

VI.

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 fourteen (14) 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: Data Projections 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 Data Projections which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Data Projections agrees that Customer shall have access during normal working hours to all necessary Data Projections 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 Data Projections reasonable advance notice of intended audits. In no circumstances will Data Projections be required to create or maintain documents not kept in the ordinary course of Data Projections' business operations, nor will Data Projections 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.

IX.

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.

X.

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:	DATA PROJECTIONS:
_____	Mark D. Mazac
Authorized Signature	Authorized Signature
Date:_____, 2021	Date: September 15, 2021

DATA PROJECTIONS

WILCO - AV System and Installation - New District Courtroom - TIPS [redacted]

Quote # [redacted]
Version 1

Prepared for:

Williamson County

Don Heflin
[redacted]

DATA
PROJECTIONS

4616 W. Howard Ln
Suite 140
Austin, TX 78728
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Thursday, August 26, 2021

Williamson County
Don Heflin
,
[redacted]

RE: WILCO - AV System and Installation - New District Courtroom - TIPS [redacted]

[redacted]

Thank you for allowing Data Projections the opportunity to present this solution for the Williamson County.

As a leading audio visual communications design/build firm, Data Projections is uniquely qualified for a project of this scope. Our experience includes solutions for:

- Multipurpose rooms and auditoriums equipped with large-venue audio visual technology solutions
- Videoconferencing systems incorporating control and complete room collaboration, allowing for on-demand decision making and communication among remote locations
- Conference, board rooms and training rooms of all shapes and sizes
- Digital signage implementations across enterprise, university, and district campuses for immediate message distribution
- Operation Center's (NOC's, EOC's, SOC's) audio visual command and control systems
- College and university classrooms, lecture halls and labs
- Individual school classrooms to entire districts
- And many more unique applications

Because we partner with the best technology companies in the industry, we're able to provide a wide range of comprehensive solutions built around the specific needs of our customers, while taking into account the technical, capital and logistical factors involved in each project and solution.

Rapid and effective communication is key to staying ahead of the competition. Better communication leads to better decisions - and better results. How do you maintain consistent communication across your organization as well as external audiences? Data Projections' team of professionals will keep you simply connected.

Kind regards,

Mark Mazac
Account Executive
Austin

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Executive Summary

Scope Introduction
Data Projections is providing this proposal at the request of Williamson County for Audio Visual System Upgrades to a new Courtroom at the Tele-Justice Center.

-Project Location:
Williamson County Courthouse
405 Martin Luther King
Georgetown, TX 78626

-Onsite Point of Contact:
[redacted]
Williamson County
Phone: [redacted]

SCOPE OF WORK
WILCO – New Courtroom for 121st District Court – AV Systems Upgrades.

Data Projections will provide, install, and test the following in the Courtroom as follows:

121st Courtroom

VIDEO:

- 3 – 65" Displays on side walls
  - DPI and Wilco Facilities to work together mounting displays as they will be on wood paneling walls in the courtroom.
- 1 – 113" Diagonal Projector Screen
  - DPI and Wilco Facilities to work together on power location
- 1 – 5000 Lumen Projector
- 24" Annotation Monitor for Witness
  - USB to be routed through NVX for control of Rack Mounted Extron Annotator
  - Monitor will attach via monitor swing arm
- Document Camera
  - Location TBD with Wilco
- Multi input connections at Prosecution and Defense as well as Judge input

VIDEO CONFERENCING:

- DPI will provide and Install (2) cameras in the Courtroom to capture image of Judge's bench and/or Attorney's Tables area.
  - The new RoboSHOT 30E camera feeds will be routed into the Crestron HD-WP-4K-401-C to allow for multiple Camera layouts via the Crestron Touch Panel in the Courtrooms to be utilized during Video Sessions.
  - The control of the new Camera System will be programmed into the Crestron Touch Panel to allow for calling/answering/camera(s) control in the Courtroom.

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Executive Summary

- 4x1 Crestron Video Processor HDMI output will feed NVX card and be routed Input 1 on Vaddio AV 2x1 Bridge
    - Crestron NVX System will feed Input 2 on Vaddio AV 2x1 Bridge
    - This will be for User sources from Courtroom
- AV Bridge / Whatever Client wants to call it will be selected on Touch Panel
    - User will then be able to Pick Camera Layout as well as if Content from in-room sources are needed to feed AV Bridge
    - Dual Camera Mode, Single Camera Mode (Camera 1 or Camera 2), Dual Camera + Room Source Content, Single Camera + Room Source Content
    - USB from AV Bridge will be a selectable input on PC Soft Codec of choosing (Zoom, TEAMS, etc.)
    - USB from PC will be extended into Courtroom (Connect to USB Extender Unit) to host Keyboard and Mouse
- OFE PC for Soft Codec Integration

AUDIO:

- Dante Audio with POE will feed Audio Input/output on AV Bridge
- 12 – Ceiling Speakers (QTY. 6 - OFE)
    - 2 – Zones
- Biamp Tesira Forte x1600
    - VOIP Calls similar to other Justice Center capabilities
- 4 – Wireless Gooseneck Microphones
    - Prosecution/Defense
    - Charging station located next to Judge's bench
- 2 – Wired Gooseneck Microphones
    - Judge and Witness
- 1 – MXA310 for Sidebar at Judge's Bench
- 4 – MXA910 for Voir Dire Voice Lift
- Shure XLR to Dante for Wired Gooseneck signal extension back to AV Rack
- RDL – Dante Headphone Amplifier with volume knob
    - Located at court reporter station
- Assisted Listening Transmitter
    - Located in courtroom
    - Location TBD on walkthrough
    - Dante connection back to DSP
- Listen Technology Hush Mics System

CONTROL:

- 10" Crestron Touch Panel at Judge's bench
- 9" Crestron Wireless Panel

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Executive Summary

MISC:

- Cable Cubbies to mirror all other courtrooms
- OFE AVFI Lectern
- OFE AV Rack from IDF for shared use with 425th Court
- All Cables, Connectors and Consumables are detailed in quote and/or included in Project Totals

Courtroom Overflow Viewing in Hallway:

VIDEO:

- DPI will utilize the Vaddio Cameras in each Courtroom to capture Judge's bench and/or Attorney's Tables area and send video to Hallways Display. During the VTC call, the Hallway camera feed will mirror the Camera feed in the call.
- DPI will install (1) new 55" Displays on flat-tilt wall mount in Hallway outside the Courtroom
- The control of the Vaddio Camera and display will be programmed into the existing Crestron Touch Panel.

IDF/AV Rack Room:

- New 44RU Rack
- UPS unit with 2 – Additional Batteries for extended run-time

Special Notes:
-Williamson County will provide power for all AV equipment and will ensure DPI technicians have ample time and full access to the space for installation in Courtroom and IDF.
-Williamson County ensures that all existing owner-furnished-equipment (OFE) is in good working condition, if applicable.
-Williamson County will provide IT and Facilities Support for Network, Electrical, HVAC, and/or physical limitations that may be incurred.

Scope Conclusion:
Upon acceptance of this proposal, provide a signed proposal and Purchase Order including payment method delivered to Data Projections. Installation date will be confirmed once this documentation is received.

Change Orders:
As noted elsewhere in this document, no product changes/substitutions nor changes or modifications in equipment location will be made without the express written consent of **Williamson County** & **Data Projections**. Any requests for deviation to this contract or incomplete client requirements may result in additional fees.

DATA PROJECTIONS

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Room 1 - Hardware

Mfr.	Description		Price	Qty	Ext. Price
NEW DISTRICT COURTROOM					
Video Conferencing System					
VADDIO	999-99630-100W	RoboSHOT 30E OneLINK HDMI SYS WHT	$4,707.16	2	$9,414.32
CRESTRON	HD-WP-4K-401-C	4K Multi-Window Video Processor with HDBaseT & HDMI Outputs	$4,320.99	1	$4,320.99
VADDIO	999-8250-000	AV Bridge 2x1 N/A	$2,300.61	1	$2,300.61
Video System					
DA-LITE	21766	ADV DLX TNSD 113D HD1.1	$5,901.95	1	$5,901.95
PANASONIC SOLUTIONS COMPANY	PT-FRZ50WU	5,200 LUMENS, 1DLP, WUXGA RESOLUTION, 4K INPUT, LASER PROJECTOR, WHITE	$3,365.85	1	$3,365.85
SAMSUNG	SAM-QM65R	65-INCH COMMERCIAL 4K UHD LED LCD DISPLAY, 500 NIT - MANUFACTURED IN VIETNAM	$2,176.83	3	$6,530.49
Extron	60-1316-01	HDCP-Compliant Annotation Processor with DTP Extension	$4,018.29	1	$4,018.29
PLANAR	997-7052-00	HELIUM 24-INCH WIDE BLACK PROJECTED CAPACITIVE MULTI-TOUCH EDGE-LIT LED LCD, USB	$404.34	1	$404.34
WolfVision	VZ-3neo	CMOS 1080p Desktop Visualizer	$2,432.93	1	$2,432.93
Crestron	DM-NVX-360C	DM NVX 4K60 4:4:4 HDR Network AV Encoder/Decoder Card	$987.80	8	$7,902.40
Crestron	DM-NVX-360	DM NVX 4K60 4:4:4 HDR Network AV Encoder/Decoder	$987.80	8	$7,902.40
Crestron	DMF-CI-8	DigitalMedia Card Chassis for DM-NVX-C & DMCF, 8 Slots	$1,097.56	1	$1,097.56

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Room 1 - Hardware

Mfr.	Description		Price	Qty	Ext. Price
Crestron	DM-NVX-DIR-80	DM NVX Director Virtual Switching Appliance for 80 Endpoints	$3,048.78	1	$3,048.78
Extreme Networks	220-48P-10GE4	Extreme Switching 220 Series 220-48p-10GE4 - switch - 48 port Extreme Networks ExtremeSwitching 220 Series 220-48p-10GE4 - switch - 48 po	$2,140.10	1	$2,140.10
Audio System					
Crestron	SAROS IC6T-W-T-EACH	Saros 6.5" 2-Way In-Ceiling Speaker, White Textured, Single (must be ordered in multiples of 2)	$140.24	6	$841.44
Crown	DCI2X300	DCI2X300 DriveCore Install Analog 2-Channel Amplifier 2X300 Watts	$841.46	1	$841.46
Biamp Systems	TesiraFORTÉ X 1600	Meeting Room DSP with 4 integrated PoE+ ports. AVB & Dante, 2x2 analog I/O, Stereo USB and 16 channels of AEC. Meeting Room DSP with 4 integrated PoE+ ports. AVB & Dante, 2x2 analog I/O, Stereo USB and 16 channels of AEC.	$3,536.59	1	$3,536.59
Shure	MXWNCS8	8-CH NETWORKED CHARGING STATION	$1,493.90	1	$1,493.90
Shure	MXWAPT8=-Z10	8-CH ACCESS POINT TRANSCEIVER	$2,865.85	1	$2,865.85
Shure	MXW8=-Z10	DESKTOP BASE TRANSCEIVER	$487.80	4	$1,951.20
Shure	MX415LPDF/C	15" Shock-Mounted Gooseneck, Green/Red LED Ring at bottom, Less Preamplifier, Dual Flexible, Cardioid	$189.02	4	$756.08

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Room 1 - Hardware

Mfr.	Description		Price	Qty	Ext. Price
Shure	ANI4IN-XLR	4-Input, XLR connectors, Mic/Line Dante Audio Network Interface with PEQ and Audio Summing	$469.51	1	$469.51
RDL	AV-NH1	Network to Stereo Headphone Amplifier - Dante	$422.30	1	$422.30
Shure	MX412D/C	Cardioid-12" Desktop Gooseneck Condenser Microphone, Attached 10Â´ XLR Cable, Logic Functions, Programmable Switch and LED Indicator, Attached Desktop Base	$256.10	2	$512.20
Shure	MXA310B	TABLE ARRAY,BLK	$791.46	1	$791.46
Shure	MXA910W-US	Ceiling Array Microphone	$3,657.32	4	$14,629.28
William Sound AV	FM 557 PRO D	FM Plus Large-area Dual FM and Wi-Fi assistive listening system with 4 FM R37 receivers. Features Dante input, coaxial cable and rack panel kit for professional installation. System includes: (1) FM T55 D transmitter, (4) PPA R37N receivers, (4) EAR 02	$1,767.68	1	$1,767.68
Listen Technology	LKS-3-A1	ListenTALK Collabor-8 System	$3,353.93	1	$3,353.93
Cambridge	E-A-W-16-4	Standard Emitters, White, 4 pack, with 4 x 16 ft white plenum rated cables	$274.88	2	$549.76
Cambridge	Qt 100	Qt-100, 1-zone sound masking control module	$554.88	1	$554.88
Control System					

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Room 1 - Hardware

Mfr.	Description		Price	Qty	Ext. Price
Crestron	CEN-GWEXER	infiNET EX Network and ER Wireless Gateway	$274.39	1	$274.39
Crestron	CEN-IO-RY-104	Wired Ethernet Module with 4 Relay Ports	$225.61	1	$225.61
Crestron	TST-902	8.7" Wireless Touch Screen	$2,317.07	1	$2,317.07
Crestron	TS-1070-B-S	10.1 in. Tabletop Touch Screen, Black Smooth	$1,829.27	1	$1,829.27
Crestron	PRO4	4-Series Control System	$3,475.61	1	$3,475.61
Miscellaneous Hardware					
Liberty	BYOD-HUB-UT	BYOD HUB UNDER TABLE FORMAT	$493.83	2	$987.66
Crestron	FT2-500-ELEC-B	FlipTop FT2 Series Cable Management System, 500 Size, Electrical, Black	$371.95	2	$743.90
Crestron	FT2A-PWR-US-2	AC Power Outlet Module for FT2 Series, Dual, US NEMA 5, Type B, with 2 Under-Table Outlets and Cord	$91.46	2	$182.92
Crestron	FT2A-CHGR-USBA/C	USB Rapid Charging Module for FT2 ELEC Series, USB Type-C and Type-A High Power Charging Ports, Bus Powered	$152.44	2	$304.88
Crestron	FT2A-PLT-BLANK-10	FlipTop FT2 Series Cable Management System Blank Plate Modules, Qty. 10	$48.78	1	$48.78
Crestron	FT2A-PLT-PT-10	FlipTop FT2 Series Cable Management System Cable Pass-Through Plate Modules, Qty. 10	$48.78	1	$48.78
Crestron	FT2A-UTK-CLOAK	Under-Table Cloak for FT2 Series Gravity Cable Retractors	$48.78	2	$97.56

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Room 1 - Hardware

Mfr.	Description		Price	Qty	Ext. Price
CHIEF	CMS492C	2 X 2 AV CEILING ENCLOSURE W/COLUMN	$536.93	1	$536.93
CHIEF	VCTUW	XL Universal Tooless Proj Mount White	$479.93	1	$479.93
CHIEF	PDRUB	LARGE DUAL ARM W/ UNIVERSAL	$724.11	3	$2,172.33
CHIEF	K1W120B	K1 WALL MNT SINGLE DISPLAY 2L ARM BLK	$189.30	1	$189.30
VADDIO	998-6000-006	DUAL 1/2 RACK MOUNTING KIT	$98.56	1	$98.56
Digitalinx	HDPMM10F	HDMI PREMIUM 18G CBL W/NET 10'	$14.68	1	$14.68
Digitalinx	HDPMM06F	HDMI PREMIUM 18G CBL W/NET 6'	$12.55	16	$200.80
Crestron	PW-2412WU	Wall Mount Power Pack, 24 VDC, 1.25 A, 2.1 mm, Universal	$42.68	9	$384.12
Cables and Kits	RRA1U	Recessed Rack Adapter	$33.52	1	$33.52
surgex	UPS-2000-OL	ONLINE UPS 2000VA 2RU 20A 5P	$1,845.01	1	$1,845.01
SurgeX	UPS-BPX-2000	EXT BATTERY PACK UPS-2000-OL	$586.47	2	$1,172.94
SurgeX	SA-82	SURGE & POWER COND 8A 2PORT	$257.37	5	$1,286.85
SurgeX	SX-DS-158	120V 15A SURGE PROTECTION	$160.06	2	$320.12

Subtotal: **$115,390.05**

Room 2 - Hardware

Mfr.	Description	Price	Qty	Ext. Price
Hallway Overflow				

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Room 2 - Hardware

Mfr.	Description		Price	Qty	Ext. Price
PANASONIC SOLUTIONS COMPANY	TH-55SQ1W	4K LCD DISPLAY	$1,963.41	1	$1,963.41
Crestron	DM-NVX-360	DM NVX 4K60 4:4:4 HDR Network AV Encoder/Decoder	$987.80	2	$1,975.60
CHIEF	MTM1U	Micro-Adjust Tilt Wall Mount Medium	$149.53	1	$149.53
RDL	TX-1A	Bal. to Unbal. Transformer - Adjustable	$41.68	1	$41.68
SurgeX	SX-DS-154	SURGE & POWER FILTER 15A 4PORT	$283.23	1	$283.23
Crestron	PW-2412WU	Wall Mount Power Pack, 24 VDC, 1.25 A, 2.1 mm, Universal	$42.68	2	$85.36

Subtotal: **$4,498.81**

Room 1, 2 Services

Product Details	Ext. Price
Installation Labor	$8,250.00
Project Management	$2,750.00
Design/Engineering	$2,640.00
Programming Labor	$7,000.00

Subtotal: **$20,640.00**

Miscellaneous Materials

Product Details	Ext. Price
Miscellaneous Materials	$3,440.80

Subtotal: **$3,440.80**

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Service & Maintenance

Product Details	Ext. Price
Service & Maintenance	$5,047.32
Subtotal:	**$5,047.32**

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WILCO - AV System and Installation - New District Courtroom - TIPS 210101

Prepared by:

Austin

Mark Mazac
(512) 271-6538
Fax 512.420.9185
mmazac@dataprojections.com

Prepared for:

Williamson County

,
[redacted]

Quote Information:

Quote #: [redacted]

Version: 1
Delivery Date: 08/26/2021
Expiration Date: 09/30/2021

Quote Summary

Description	Amount
Room 1 - Hardware	$115,390.05
Room 2 - Hardware	$4,498.81
Room 1, 2 Services	$20,640.00
Miscellaneous Materials	$3,440.80
Service & Maintenance	$5,047.32

Subtotal:	**$149,016.98**
Shipping:	**$1,270.80**
Total:	**$150,287.78**

Payment Options

Description	Payments	Interval	Amount
Payment Options			
Net 30	1	One-Time	$150,287.78

Other service options available. Contact your sales representative.

By signing this agreement, you are accepting our Terms and Conditions. This does not negate the need for a purchase order or any other purchasing requirement which your company necessitates. Data Projections reserves the right to require a customer down payment/deposit contingent on the creditworthiness of the customer.

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Austin		Williamson County	
Signature:	Mark D. Mazac	Signature:	
Name:	Mark Mazac	Name:	Don Heflin
Title:	Account Executive	Date:	
Date:	08/26/2021		

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Statement of Performance

TERMS AND CONDITIONS

Notice

This Scope of Work is delivered on the basis of the following Assumptions:

- Site preparation by the Customer includes electrical, wall reinforcement, telephone and data network infrastructure placement per Data Projections specification.
- All work areas should be clean and dust free prior to the beginning of on-site integration of electronic equipment.
- Customer communication of readiness will be considered accurate and executable by Data Projections project manager.
- In Room(s) where installation is to be completed are to be made available for Data Projections exclusive use on the days of the scheduled installation. Unless specifically arranged in advance, rooms will be available during normal business hours, defined as Monday through Friday, 8:00 AM to 5:00 PM excluding holidays. All required spaces (rooms, access points, etc.) must be available at the start of the installation and remain available for the duration of the Project. Any required space that is unavailable during the scheduled installation time frame may result in delayed delivery of the Project and/or additional charges. Additional rates will only be applied after execution of Data Projections generated Project Change Request according to the Change Management Procedure section following and signed approval by Owner or Owner's representative.
- The project schedule must allow for sufficient time for completion of all installation and final testing of systems prior to occupancy of the site. If sufficient time is not allowed, Data Projections will be held harmless for systems that do not meet requirements. In this case, all costs associated with completion of work, including overtime labor rates, will be considered outside the scope of this offering and billable to the Client. Unless otherwise stated, the installation shall be scheduled contiguously from start to finish. Projects requiring multiple site visits and/or intervals of inactivity between events must be noted as such prior to acceptance of this SOW. If notification is made after initial acceptance of this SOW, Change Management Procedure section following shall be implemented and additional charges may apply. Data Projections reserves the right to revise the proposal/scope of work based upon information obtained from subsequent site surveys and other sources not available at the time of that the original proposal was issued.
- Data Projections reserves the right to substitute equipment of similar specifications should any of the specified equipment be unavailable at time of order from the manufacturer. This will be done in an effort to maintain the completeness of the proposed audiovisual system and meet the anticipated installation schedule. Data Projections will notify the client in the event there is a need for any equipment substitutions.
- There is secure storage for equipment during a multiple-day integration. If secure storage is not available for the duration of the multiple day integration period, Data Projections reserves the right to; delay the installation until secure storage is available which could result in project completion delays and additional storage and delay fees; payment in full for the materials and equipment that cannot be secured thus constituting transfer of ownership and relieving Data Projections of its responsibility and liability for security and protection of said materials and equipment against damage and theft.
- If Customer furnished equipment and existing cabling is to be used, Data Projections assumes that these

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Statement of Performance

items are in good working condition and will integrate into the designed solution. Any repair, replacement and/or configuration of these items that may be necessary will be made at an additional cost.

- All Network configurations including IP addresses are to be provided, operational and functional before Data Projections' integration begins. Data Projections will not be responsible for testing the LAN connections.
- Cable or Satellite drops must be in place with converter boxes operational before the completion of integration. Any delay resulting in extra work caused by late arrival of these items will result in a change order for time and materials.
- Document review / feedback on touch panel layout / correspondence will be completed by the Customer within two business days. {unless otherwise noted}

Integration Project Management Processes

Data Projections will follow a foundational project management process which may include the following actions/deliverables (based on the size/complexity/duration of the integration project):

- Needs Analysis – performed prior to Scope of Work
- Project Welcome Notice – emailed upon receipt of Purchase Order/Notice to proceed
- Project Kick-Off meeting with Customer Representative(s) – either by phone or in-person
- Project Status updates – informal or formal – either by phone, email or in-person (based on the size/complexity/duration of the project)
- Project Change Control – comprised of Field Directed Change Order and/or Contract Change Order submittals
- Substantial Completion– Customer walk-through and user acceptance training – prior to Service transition (if purchased)

User Acceptance Training

This is geared specifically towards the end-user / operator. The purpose of this training is to provide operators with the necessary knowledge to confidently and comfortably operate all aspects of the integrated system.

Areas covered include the following:

- Equipment and system overview
- Equipment operation and function
- Equipment start up, stop, and shut Down
- Equipment automatic and manual operation
- Discussion and documentation relating to control system operation
- Discussion and documentation relating to system processor and its control applications
- Powering up, powering down AV system via control system
- Manual operation of display systems, audio system and all other related components
- Use/operation of patch panels, when and where to be used

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Statement of Performance

- Who to call when help is required

Change Management Procedure

Any changes to the Scope of the project that effect the contractual value of the project must be in writing signed by the Customer and an authorized representative of Data Projections, Inc. Oral changes to the project scope, equipment or materials shall not be binding upon the parties. Changes may impact the ability of Data Projections, Inc. to deliver the desired solution per the original terms of the Contract. After acceptance of this Scope of Work, such signed and approved change orders will be incorporated by reference into and become part of this Contract and will be processed in accordance with the Change Management Procedure detailed below.

Proprietary Notice

This proposal contains confidential information and intellectual property of Data Projections and may be legally privileged. Recipient agrees not to reproduce or make this information available in any manner to persons outside the group directly responsible for evaluation of its contents.

Payment Schedule

The total for this proposal/project is presented as a “not to exceed” unless Data Projections and the “client” agree to add hardware, software or functionality not specifically addressed in this Statement of Work/Executive Summary. The payment schedule outlined in the Payment Options section is contingent on the established line of credit approved by the company. If credit terms are extended, the standard terms are NET 30 days. If credit terms are not requested or extended, payment will be required in full before hardware is ordered or installation dates are scheduled.

Returns

The approval of product returns is at the discretion of Data Projections and requires a return authorization number. Products that are defective will be repaired, replaced or credited in accordance with the manufacturer’s warranty. Goods returned for reasons other than warranty or defect must be in original, undamaged and untarnished condition and must include all original packaging, documentation and accessories. Restocking fees may apply to the items being returned. Any custom ordered products cannot be returned. Please consult Data Projections for additional details.

Warranty

All new equipment provided by Data Projections includes each manufacturer’s full warranty from the date of invoice. Data Projections will honor all warranty requirements as depot service. Data Projections supplies a 90-day workmanship warranty from the date of completion of said system, unless superseded by an extended warranty, service agreement and/or preventative maintenance agreement. If a Data Projections service agreement is purchased all hardware purchased through Data Projections will be covered with no additional service or replacement fees throughout the life of the agreement even if the hardware is no longer covered under the manufacturer’s warranty. Data Projections warrants the system to be free of defects in materials and workmanship and fit for the intended purpose. This warranty does not cover equipment or system abuse, misuse including, but not limited to, operating outside of environmental, electrical, temperature or humidity specifications, system alterations neither approved nor performed by Data Projections; or repair by a service facility other than those authorized by the manufacturer.

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Statement of Performance

Indemnification

Data Projections agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, director and employees (Collectively , Client) against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused by the Data Projections' negligent performance of professional services under this Agreement and that of its subcontractors or anyone for whom Data Projections is legally liable. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Data Projections, its officers, directors, employees and sub-consultants (collectively, Data Projections) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Client's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable. Neither the Client nor Data Projections shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

No Hire Policy

During the term of the Contract, and for a period of one (1) year after the termination of the Contract, or the completion of the Project, whichever is later, the Client agrees that it will not directly solicit the employment of any individual that was employed by Data Projections during the term of the Contract. In the event Client breaches this provision, the parties agree that it would be difficult to establish the precise amount of damages incurred by Data Projections as a result of such conduct, and therefore the parties agree that immediately upon hiring said individual, Client shall pay to Data Projections an amount equal to 50% of the gross annual salary or wages paid to the individual in question during the twelve months prior to the termination of that individual's employment with Data Projections. This fee shall not apply if the individual responds to a general employment advertisement through newspapers, on-line job boards or postings, agencies, open house, or job fairs.

Commissioners Court - Regular Session **18.**

Meeting Date: 09/28/2021

Data Projections, Inc. Services for Williamson County Justice Center Court at Law Two (Equipment Relocation)

Submitted For: Joy Simonton **Submitted By:** Brenda Fuller, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the quotation between Data Projections, Inc. and Williamson County for relocation of existing AV equipment infrastructure at the Williamson County Justice Center Court at Law Two in the amount of $8,132.14 pursuant to TIPS contract #210101, and authorizing execution of the documents.

Background

Approval of this item will support the operations at the Williamson County Justice Center Court at Law Two. Existing AV equipment infrastructure shall be moved to a cooler room in the building. Quote #010172 and addendum are attached. Department contact is Don Heflin. This expenditure will be charged to P515.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Addendum

Quote

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	09/23/2021 11:06 AM
County Judge Exec Asst.	Becky Pruitt	09/23/2021 11:31 AM
Form Started By: Brenda Fuller		Started On: 09/21/2021 04:09 PM
Final Approval Date: 09/23/2021		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

COUNTY ADDENDUM FOR
SERVICES CONTRACT
(Relocation AV Equipment
Justice Center)
(Data Projections, Inc. via TIPS #[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, and the Texas Health & Safety Code.

THIS CONTRACT is made and entered into by and between **Williamson County, Texas** (hereinafter "Customer" or "The County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Data Projections, Inc.** (hereinafter "Data Projections"). Customer agrees to engage Data Projections 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. Data Projections Proposal with Terms and Conditions/ Quote #[redacted];
B. TIPS [redacted]; and
C. 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: Data Projections agrees and will comply with any and all local, state or federal requirements with respect to the services rendered.

V.

Good Faith: Data Projections agrees to act in good faith in the performance of the contract relevant to this addendum.

VI.

Payment: Data Projections will be compensated based on a fixed sum for the specific project herein. The amount of compensation paid to Data Projections shall be capped and not-to-exceed **$8,132.14** for the specific project. Any changes to this amount must be made by change order or addendum and approved by the Williamson County Commissioners Court.

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

VI.

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 fourteen (14) 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: Data Projections 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 Data Projections which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Data Projections agrees that Customer shall have access during normal working hours to all necessary Data Projections 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 Data Projections reasonable advance notice of intended audits. In no circumstances will Data Projections be required to create or maintain documents not kept in the ordinary course of Data Projections' business operations, nor will Data Projections 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.

IX.

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.

X.

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:	DATA PROJECTIONS:
_____	Mark D. Mazac
Authorized Signature	Authorized Signature
Date:_____, 2021	Date: September 15, 2021

DATA PROJECTIONS

WILCO - IDF Relocation - AV Rack-Cables and AV Equipment - TIPS [redacted]

Quote # [redacted]
Version 1

Prepared for:

Williamson County

Don Heflin
don.heflin@wilco.org

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Thursday, August 26, 2021

Williamson County
Don Heflin
,
don.heflin@wilco.org

RE: WILCO - IDF Relocation - AV Rack-Cables and AV Equipment - TIPS [redacted]

Dear Don,

Thank you for allowing Data Projections the opportunity to present this solution for the Williamson County.

As a leading audio visual communications design/build firm, Data Projections is uniquely qualified for a project of this scope. Our experience includes solutions for:

- Multipurpose rooms and auditoriums equipped with large-venue audio visual technology solutions
- Videoconferencing systems incorporating control and complete room collaboration, allowing for on-demand decision making and communication among remote locations
- Conference, board rooms and training rooms of all shapes and sizes
- Digital signage implementations across enterprise, university, and district campuses for immediate message distribution
- Operation Center's (NOC's, EOC's, SOC's) audio visual command and control systems
- College and university classrooms, lecture halls and labs
- Individual school classrooms to entire districts
- And many more unique applications

Because we partner with the best technology companies in the industry, we're able to provide a wide range of comprehensive solutions built around the specific needs of our customers, while taking into account the technical, capital and logistical factors involved in each project and solution.

Rapid and effective communication is key to staying ahead of the competition. Better communication leads to better decisions - and better results. How do you maintain consistent communication across your organization as well as external audiences? Data Projections' team of professionals will keep you simply connected.

Kind regards,

Mark Mazac
Account Executive
Austin

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Executive Summary

Scope Introduction
Data Projections is providing this proposal at the request of Williamson County for Audio Visual System relocations of IDF equipment to a new location at the Tele-Justice Center.

-Project Location:
Williamson County Courthouse
405 Martin Luther King
Georgetown, TX 78626

-Onsite Point of Contact:
Don Heflin
Williamson County
Phone: 512-409-6222
Don.Heflin@wilco.org

SCOPE OF WORK
WILCO – IDF and AV Rack/Equipment Relocation -

Data Projections will provide, install, and test the following in the IDF as follows:

IDF for 121st and Existing Courtroom Re-cabling and Relocation of AV Infrastructure Equipment

DPI Labor-

- DPI will disconnect all cables from existing AV equipment in current IDF and re-pull all cables for Audio, Video and Control Systems that support 425th Courtroom to new IDF Location.
- Wilco Facilities and DPI will work together to ensure proper electrical power is available in new IDF to support 425th and 121st Courtroom AB Infrastructure Equipment.
- DPI will clearly label all cables and test all AV equipment and functionality in Courtroom after equipment is relocated and installed in the new IDF.

MISC. Materials-

- All Cables, Connectors and Consumables are detailed in quote and/or included in Project Totals

Special Notes:
-Williamson County will provide power for all AV equipment and will ensure DPI technicians have ample time and full access to the space for installation in Courtroom and IDF.
-Williamson County ensures that all existing owner-furnished-equipment (OFE) is in good working condition, if applicable.
-Williamson County will provide IT and Facilities Support for Network, Electrical, HVAC, and/or physical limitations that may be incurred.

DATA PROJECTIONS

4616 W. Howard Ln
Suite 140
Austin, TX 78728
www.dataprojections.com
512.420.8856

Executive Summary

Scope Conclusion:
Upon acceptance of this proposal, provide a signed proposal and Purchase Order including payment method delivered to Data Projections. Installation date will be confirmed once this documentation is received.

Change Orders:
As noted elsewhere in this document, no product changes/substitutions nor changes or modifications in equipment location will be made without the express written consent of **Williamson County** & **Data Projections**. Any requests for deviation to this contract or incomplete client requirements may result in additional fees.

Room 1 - Hardware

Mfr.	Description		Price	Qty	Ext. Price
	Miscellaneous Materials	Miscellaneous Materials needed to relocate the existing rack equipment to New district courtroom rack.	$1,857.14	1	$1,857.14

Subtotal: **$1,857.14**

Room 1 Services

Product Details	Ext. Price
Installation Labor	$5,250.00
Project Management	$875.00
Design/Engineering	$150.00

Subtotal: **$6,275.00**

Miscellaneous Materials

Product Details	Ext. Price
Miscellaneous Materials	$0.00

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Service & Maintenance

Product Details	Ext. Price
Service & Maintenance	$0.00

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WILCO - IDF Relocation - AV Rack-Cables and AV Equipment - TIPS [redacted]

Prepared by:
Austin
Mark Mazac
(512) 271-6538
Fax 512.420.9185
mmazac@dataprojections.com

Prepared for:
Williamson County
,
[redacted]

Quote Information:
Quote #: [redacted]
Version: 1
Delivery Date: 08/26/2021
Expiration Date: 09/29/2021

Quote Summary

Description	Amount
Room 1 - Hardware	$1,857.14
Room 1 Services	$6,275.00
Total:	**$8,132.14**

Payment Options

Description	Payments	Interval	Amount
Payment Options			
Net 30	1	One-Time	$8,132.14

Other service options available. Contact your sales representative.

By signing this agreement, you are accepting our Terms and Conditions. This does not negate the need for a purchase order or any other purchasing requirement which your company necessitates. Data Projections reserves the right to require a customer down payment/deposit contingent on the creditworthiness of the customer.

Austin		Williamson County	
Signature:	Mark D. Mazac	Signature:	
Name:	Mark Mazac	Name:	Don Heflin
Title:	Account Executive	Date:	
Date:	08/26/2021		

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512.420.8856

Statement of Performance

TERMS AND CONDITIONS

Notice

This Scope of Work is delivered on the basis of the following Assumptions:

- Site preparation by the Customer includes electrical, wall reinforcement, telephone and data network infrastructure placement per Data Projections specification.
- All work areas should be clean and dust free prior to the beginning of on-site integration of electronic equipment.
- Customer communication of readiness will be considered accurate and executable by Data Projections project manager.
- In Room(s) where installation is to be completed are to be made available for Data Projections exclusive use on the days of the scheduled installation. Unless specifically arranged in advance, rooms will be available during normal business hours, defined as Monday through Friday, 8:00 AM to 5:00 PM excluding holidays. All required spaces (rooms, access points, etc.) must be available at the start of the installation and remain available for the duration of the Project. Any required space that is unavailable during the scheduled installation time frame may result in delayed delivery of the Project and/or additional charges. Additional rates will only be applied after execution of Data Projections generated Project Change Request according to the Change Management Procedure section following and signed approval by Owner or Owner's representative.
- The project schedule must allow for sufficient time for completion of all installation and final testing of systems prior to occupancy of the site. If sufficient time is not allowed, Data Projections will be held harmless for systems that do not meet requirements. In this case, all costs associated with completion of work, including overtime labor rates, will be considered outside the scope of this offering and billable to the Client. Unless otherwise stated, the installation shall be scheduled contiguously from start to finish. Projects requiring multiple site visits and/or intervals of inactivity between events must be noted as such prior to acceptance of this SOW. If notification is made after initial acceptance of this SOW, Change Management Procedure section following shall be implemented and additional charges may apply. Data Projections reserves the right to revise the proposal/scope of work based upon information obtained from subsequent site surveys and other sources not available at the time of that the original proposal was issued.
- Data Projections reserves the right to substitute equipment of similar specifications should any of the specified equipment be unavailable at time of order from the manufacturer. This will be done in an effort to maintain the completeness of the proposed audiovisual system and meet the anticipated installation schedule. Data Projections will notify the client in the event there is a need for any equipment substitutions.
- There is secure storage for equipment during a multiple-day integration. If secure storage is not available for the duration of the multiple day integration period, Data Projections reserves the right to; delay the installation until secure storage is available which could result in project completion delays and additional storage and delay fees; payment in full for the materials and equipment that cannot be secured thus constituting transfer of ownership and relieving Data Projections of its responsibility and liability for security and protection of said materials and equipment against damage and theft.
- If Customer furnished equipment and existing cabling is to be used, Data Projections assumes that these

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Statement of Performance

items are in good working condition and will integrate into the designed solution. Any repair, replacement and/or configuration of these items that may be necessary will be made at an additional cost.

- All Network configurations including IP addresses are to be provided, operational and functional before Data Projections' integration begins. Data Projections will not be responsible for testing the LAN connections.
- Cable or Satellite drops must be in place with converter boxes operational before the completion of integration. Any delay resulting in extra work caused by late arrival of these items will result in a change order for time and materials.
- Document review / feedback on touch panel layout / correspondence will be completed by the Customer within two business days. {unless otherwise noted}

Integration Project Management Processes

Data Projections will follow a foundational project management process which may include the following actions/deliverables (based on the size/complexity/duration of the integration project):

- Needs Analysis – performed prior to Scope of Work
- Project Welcome Notice – emailed upon receipt of Purchase Order/Notice to proceed
- Project Kick-Off meeting with Customer Representative(s) – either by phone or in-person
- Project Status updates – informal or formal – either by phone, email or in-person (based on the size/complexity/duration of the project)
- Project Change Control – comprised of Field Directed Change Order and/or Contract Change Order submittals
- Substantial Completion– Customer walk-through and user acceptance training – prior to Service transition (if purchased)

User Acceptance Training

This is geared specifically towards the end-user / operator. The purpose of this training is to provide operators with the necessary knowledge to confidently and comfortably operate all aspects of the integrated system.

Areas covered include the following:

- Equipment and system overview
- Equipment operation and function
- Equipment start up, stop, and shut Down
- Equipment automatic and manual operation
- Discussion and documentation relating to control system operation
- Discussion and documentation relating to system processor and its control applications
- Powering up, powering down AV system via control system
- Manual operation of display systems, audio system and all other related components
- Use/operation of patch panels, when and where to be used

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Statement of Performance

- Who to call when help is required

Change Management Procedure

Any changes to the Scope of the project that effect the contractual value of the project must be in writing signed by the Customer and an authorized representative of Data Projections, Inc. Oral changes to the project scope, equipment or materials shall not be binding upon the parties. Changes may impact the ability of Data Projections, Inc. to deliver the desired solution per the original terms of the Contract. After acceptance of this Scope of Work, such signed and approved change orders will be incorporated by reference into and become part of this Contract and will be processed in accordance with the Change Management Procedure detailed below.

Proprietary Notice

This proposal contains confidential information and intellectual property of Data Projections and may be legally privileged. Recipient agrees not to reproduce or make this information available in any manner to persons outside the group directly responsible for evaluation of its contents.

Payment Schedule

The total for this proposal/project is presented as a “not to exceed” unless Data Projections and the “client” agree to add hardware, software or functionality not specifically addressed in this Statement of Work/Executive Summary. The payment schedule outlined in the Payment Options section is contingent on the established line of credit approved by the company. If credit terms are extended, the standard terms are NET 30 days. If credit terms are not requested or extended, payment will be required in full before hardware is ordered or installation dates are scheduled.

Returns

The approval of product returns is at the discretion of Data Projections and requires a return authorization number. Products that are defective will be repaired, replaced or credited in accordance with the manufacturer’s warranty. Goods returned for reasons other than warranty or defect must be in original, undamaged and untarnished condition and must include all original packaging, documentation and accessories. Restocking fees may apply to the items being returned. Any custom ordered products cannot be returned. Please consult Data Projections for additional details.

Warranty

All new equipment provided by Data Projections includes each manufacturer’s full warranty from the date of invoice. Data Projections will honor all warranty requirements as depot service. Data Projections supplies a 90-day workmanship warranty from the date of completion of said system, unless superseded by an extended warranty, service agreement and/or preventative maintenance agreement. If a Data Projections service agreement is purchased all hardware purchased through Data Projections will be covered with no additional service or replacement fees throughout the life of the agreement even if the hardware is no longer covered under the manufacturer’s warranty. Data Projections warrants the system to be free of defects in materials and workmanship and fit for the intended purpose. This warranty does not cover equipment or system abuse, misuse including, but not limited to, operating outside of environmental, electrical, temperature or humidity specifications, system alterations neither approved nor performed by Data Projections; or repair by a service facility other than those authorized by the manufacturer.

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Statement of Performance

Indemnification

Data Projections agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, director and employees (Collectively , Client) against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused by the Data Projections' negligent performance of professional services under this Agreement and that of its subcontractors or anyone for whom Data Projections is legally liable. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Data Projections, its officers, directors, employees and sub-consultants (collectively, Data Projections) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Client's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable. Neither the Client nor Data Projections shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

No Hire Policy

During the term of the Contract, and for a period of one (1) year after the termination of the Contract, or the completion of the Project, whichever is later, the Client agrees that it will not directly solicit the employment of any individual that was employed by Data Projections during the term of the Contract. In the event Client breaches this provision, the parties agree that it would be difficult to establish the precise amount of damages incurred by Data Projections as a result of such conduct, and therefore the parties agree that immediately upon hiring said individual, Client shall pay to Data Projections an amount equal to 50% of the gross annual salary or wages paid to the individual in question during the twelve months prior to the termination of that individual's employment with Data Projections. This fee shall not apply if the individual responds to a general employment advertisement through newspapers, on-line job boards or postings, agencies, open house, or job fairs.

Commissioners Court - Regular Session **19.**

Meeting Date: 09/28/2021

Master Services Agreement with Thyssenkrupp Elevator FY 22

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the Master Services Agreement with ThyssenKrupp in the not-to-exceed amount of $72,053.76 for annual maintenance repair services and $11,246.00 for inspection services per the Omnia Contract #R200502, and authorizing execution of all associated documents.

Background

This Master Services Agreement covers maintenance and inspections in twenty-seven (27) elevators at various Williamson County buildings per the attached quote. Department contact is Christi Stromberg. The funding will come from Maintenance Services 01.0100.0509.004500 approved in the FY 22 budget.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

contract & quote

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	09/23/2021 08:51 AM
County Judge Exec Asst.	Becky Pruitt	09/23/2021 09:04 AM
Form Started By: Andrew Portillo		Started On: 09/03/2021 10:10 AM
Final Approval Date: 09/23/2021		

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TK Elevator Corporation

WMSN County ([redacted])

AMENDMENT NO. 1

This Amendment No.1 shall be made a part of this Master Services Contract and in the event of conflict with other articles, terms, conditions or contract documents, this Amendment No.1 shall be final. To the extent authorized under Texas law, TK Elevator Corporation (hereinafter referred to as "Service Provider") shall not be liable for any consequential, incidental, exemplary, special and/or liquidated damages.

Delete all references to ThyssenKrupp Elevator Corporation and replace with TK Elevator Corporation.

MASTER SERVICES CONTRACT FOR ELEVATOR INSPECTIONS AND REPAIR/MAINTENANCE SERVICES (FY22)

VII. Amend so such additional insured coverage shall only apply to the extent any damages covered by the policy are determined to be caused by Service Provider's acts, actions, omissions or neglects and shall not apply to the extent caused by the additional insured's own acts, actions, omissions, or neglects or are the subject of bare allegations.

VIII. Amend so Service Provider's obligations to indemnify, defend and hold harmless shall be limited to property damage and bodily injury claims only, and then, only to the extent of Service Provider's own acts, omissions, or negligence, and shall in no way include for the acts, omissions, or negligence of a party indemnified hereunder, or for bare allegations. Amend so any defense obligations of Service Provider will be provided solely utilizing counsel of Service Provider's own choosing.

The attached Amendment
No. 1 is hereby made a part
of this Agreement.

TK Elevator Corporation	Williamson County, Texas
Donna L. Sams	
Printed Name: Donna L. Sams	Printed Name:
Title: Contract Analyst	Title:
Date: August 31, 2021	Date:

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THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

MASTER SERVICES CONTRACT FOR ELEVATOR INSPECTIONS AMD REPAIR/MAINTENANCE SERVICES (FY22)

(ThyssenKrupp, Omnia Coop Contract #R200502 for Maintenance; and Proposal dated 7/28/21 under Contract # [redacted] ([redacted] for Inspections)

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

THIS CONTRACT is made and entered into by and between **Williamson County, Texas** (hereinafter "The County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **ThyssenKrupp Elevator Corporation** (hereinafter "Service Provider") located at 3615 Willow Springs Rd., Austin, TX 78704 (phone 512-486-1013, e-mail tana.harper@thyssenkrupp.com). The County agrees to engage Service Provider as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

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

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incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Service Provider or failure to act relating to the services being provided.

II.

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

III.

No Assignment: Service Provider may not assign this contract.

IV.

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

V.

Consideration and Compensation: Service Provider will be compensated based on the attached Omnia Coop Contract #R200502 (maintenance) and Statement of Work/Fee Proposal, dated July 28, 2021 (inspection), which is incorporated herein as if copied in full. **The not-to-exceed amount under this agreement is $72,053.76 (annual maintenance services) and $11,246.00 (inspection services), unless amended by a change order and approved by the Williamson County Commissioners Court.** Additionally, Texas law mandates as follows:

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.

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VI.

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

1. **Statement of Work and Fee Proposal(s), dated July 28, 2021, under Contract # [redacted] (C201US) for Inspections incorporated herein as if copied in full; and**

2. **Omnia Coop Contract #R200502 for Maintenance, which is incorporated herein as if copied in full.**

The County reserves the right and discretion (pursuant to public policy and Texas Constitutional principles) to determine applicable provisions where there is any conflict between this Contract and any of the above-referenced contract documents/exhibits or incorporated documents.

VII.

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

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

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

COVERAGE	PER PERSON	PER OCCURRENCE

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

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

COVERAGE	PER PERSON	PER OCCURRENCE
Bodily injury (including death)	$1,000,000	$1,000,000
Property damage	$1,000,000	$1,000,000
Aggregate policy limits		No aggregate limit

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

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

VIII.

INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE SERVICE PROVIDER, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. SERVICE PROVIDER HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY

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INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

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

IX.

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

As described in the Omnia Coop Contract #R200502 and Statement of Work/Fee Proposal(s), dated or received on July 28, 2021, which are incorporated herein as if copied in full.

X.

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

XI.

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

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XII.

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

XIII.

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

XIV.

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

XV.

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

XVI.

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

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XVII.

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

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

County:

_____

Date: _____ ___, 20____

Service Provider:

DocuSigned by:
Nancy Crumley
DBA9104161E2490...

Date: September 15 ___, 20 21 ____

The attached Amendment No. 1 is hereby made a part of this Agreement.

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Exhibits (Omnia Coop Contract #R200502 for maintenance and SOW/Proposal(s), Dated or received on or about July 28, 2021 for inspections during FY22)

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Omnia Partners Group – Contract # R200502

for the Protection of Vertical Transportation Equipment

thyssenkrupp

A. THIS AGREEMENT (hereinafter "Agreement") made and entered into on this 1st day of October, 2021 by and between Williamson County Tx, a political subdiviison of the State of Texas, having an address of 3101 SE Inner Loop Georgetown, TX 78626 (hereinafter referred to as "County"), and, TK Elevator Corporation, a Delaware corporation, having an address of 3100 Interstate North Circle SE Suite 500 Atlanta, GA 30339 (hereinafter referred to as "Contractor"). In consideration of the mutual covenants contained herein, Contractor agrees to perform the services described herein and County or its members agree to pay the amounts described herein, all on the terms and conditions set forth in this Agreement.

WHEREAS,

B. The County is engaged either as a real property owner or manager (or as a part in joint ventures or consortiums to that effect); and

C. The Service Provider is engaged in the business of servicing and repairing elevators, escalators and other vertical transportation equipment.

NOW THEREFORE, the Parties hereto agree as follows:

1. BACKGROUND

The County and the Service Provider desire to enter into this Agreement as a long term commitment for the maintenance and repair of County's vertical transportation equipment as further described in this Agreement. Under the Agreement the County may issue written requests to the Service Provider to provide certain vertical transportation maintenance services at locations controlled by County. The Agreement is to provide an umbrella for those location-specific written requests for vertical transportation maintenance services issued by the County.

2. GOVERNING DOCUMENTS

The following documents form and are an integral part of this Agreement and are to be taken as mutually explanatory of one another. In the case of any ambiguity or discrepancy between the documents forming the Agreement, then the priority of the documents will be in the order as listed below, unless otherwise agreed in writing between the parties:

(a) Each individual location requirement (as specified at the time of ordering by the County). An Location requirement shall be considered "Accepted" if it is fully executed by a duly authorized representative of both the County and the Service Provider and provided to the Service Provider;
(b) This Agreement;
(c) Any other document mutually agreed and signed by the parties, forming part of this Agreement.

3. PERFORMANCE

Service Provider will provide the services and/or scope of work applicable to all vertical transportation equipment described on any fully executed and properly delivered Agreement (the "equipment") on the terms and conditions set forth in this Agreement (the "Services"). The term "Property" hereinafter will refer to the real property of the County on which the equipment is located. Service Provider will use trained personnel directly employed and supervised by Service Provider or sub-contractors. They will be qualified to keep County's equipment properly adjusted, and they will use all reasonable care to maintain that equipment in proper operating condition. Service Provider will regularly and systematically examine, adjust and lubricate as required, and, in Service Provider's sole opinion, if conditions warrant, Service Provider will repair or replace all equipment parts and devices not specifically excluded by this Agreement.

The Services shall be performed in a diligent and first class manner, with quality supplies, materials, equipment and workmanship and in such a manner so as to minimize the possibility of any annoyance, interference, or disruption to tenants or other occupants of the Property and their invitees. Upon completion of the Services, Service Provider shall restore the Property to its original condition and shall leave the Property clean and free of all tools, equipment, waste materials and rubbish.

Service Provider will service County's equipment and its component parts in their present condition with the understanding that Service Provider shall neither be required nor obligated to service, make renewals or repairs upon the equipment by reason of negligence, obsolescence, misuse of the equipment, loss of power, blown fuses, tripped stop switches, theft, vandalism, explosion, fire, power failure, water damage, storm, lightning, nuisance calls or by any other reason or any other cause beyond Service Provider's control, except ordinary wear and tear from the commencement date of this agreement. With the passage of time, equipment technology and designs will change. If any part or component of any equipment described in a NFA cannot, in Service Provider's sole opinion, be safely repaired and is no longer stocked and readily available from either the original equipment manufacturer or an aftermarket source, that part or component shall be considered obsolete. County will be responsible for all charges associated with replacing that obsolete part or component as well as all charges required to ensure that the remainder of the equipment is functionally compatible with that replacement part or component. In addition, Service Provider will not be required to make any changes or recommendations in the existing design or function of the unit(s) nor will Service Provider be obligated to install new attachments or parts upon the equipment as recommended or directed by insurance companies, governmental agencies or authorities, or any other third party. Any work not specifically covered under this agreement shall be at County's sole expense.

The Service Provider may propose changes to the Services by informing the County in writing. To be binding, such changes must be approved by authorized representatives of both parties in writing. The Parties may also, at any time, agree to add new Services at agreed prices to be covered by this Agreement. To be binding, such additions must be approved by corresponding authorized representatives of both parties in writing.

Pledge of County Satisfaction

3.1 In the event that County elects to undertake an audit of the service provided under this Agreement and any Location(s) Agreement, such audit must be announced in writing at least ten (10) working days in advance. If any non-compliance is identified in writing to the Service Provider at the address set forth in this Agreement, whether pursuant to an audit or under any other circumstances, the Service Provider will begin to take appropriate measures to remedy such non-compliance within thirty (30) days thereafter.

3.2 The County and the Service Provider shall appoint appropriate personnel to meet regularly at local and global levels and at such intervals as is deemed necessary to enable the parties to discuss and review the performance of both parties of their respective obligations under this Agreement. The reviews will take place in order to:

a) Monitor the effectiveness and efficiency with which this Agreement is being implemented;
b) Agree to mutual objectives and timescales;
c) Assess the overall performance of this Agreement by each party;
d) Review business implications, targets and risks;
e) Review whether this Agreement is being conducted in the spirit it was intended; and
f) Assess, under this review process, the need to amend or update the performance criteria included in this Agreement.

4. **INDEPENDENT CONTRACTOR RELATIONSHIP:**

Service Provider shall assume all duties under this Agreement as an independent contractor, and shall not be deemed for any purpose to be an agent, servant, or representative of County. County shall have no direct control of Service Provider, its agents, or subcontractors in the performance of the work hereunder. Nothing contained herein shall be construed to be inconsistent with such independent contractor relationship.

5. **BY HIGHLY-TRAINED SERVICE PROVIDER PROFESSIONALS:**

Service Provider employs and supervises elevator technicians who are among the most trusted in the industry and who will provide all maintenance courteously and dependably. Service Provider's elevator technicians receive ongoing training in general equipment development as well as advancements made to County's specific equipment.

6. **ASSURANCE OF SERVICE PROVIDER'S STANDARD OF QUALITY:**

To help increase elevator performance and decrease downtime, Service Provider's technicians utilize the latest industry methods and technology available to Service Provider for County's specific brand of equipment. They will be equipped with the tools, documentation and knowledge to troubleshoot County's unique system.

Behind Service Provider's technicians is a team devoted to elevator excellence. Technicians are supported around the clock by a family of engineers and field support experts. Service Provider's International Technical Support facility in Texas continuously researches advancements in the industry and in County's equipment.

7. **EXTENT OF COVERAGE:**

Service Provider will perform the following Services with respect to any equipment described on any fully executed ocation requirement:

7.1 TRACTION ELEVATORS:

Service Provider agrees to and shall maintain the traction elevator equipment described on any Location Agreements on the following terms and conditions:

7.1.1 Service Provider will use trained employees directly employed and supervised by Service Provider. Such employees shall be qualified to keep the Equipment properly adjusted, and Service Provider will use all reasonable care to maintain the Equipment in proper and safe operating condition.

7.1.2 Service Provider will regularly and systematically examine, adjust, clean and lubricate the following as required, and if conditions warrant, repair or replace the same:

7.1.2a Machine worm gear, thrust bearings, drive sheave, drive sheave shaft bearings, brake pulley and brake coil, contact linings and component parts;

7.1.2b Motor and motor generator, motor windings, rotating element, commutator, brushes, brush holders and bearings;

7.1.2c Silicon control rectifiers, reactors, filters, heat sinks, amp traps, transducers, and all control components;

7.1.2d Controller, selector and dispatching equipment, leveling devices and cams, all relays, solid state components, resistors, condensers, transformers, contacts, leads, dash pots, timing devices, computer and micro computer devices, steel selector cable or tape, and mechanical and electrical driving equipment;

7.1.2e Governor, governor sheave and shaft assembly, bearings, contacts, and governor jaws;

7.1.2f Deflector or secondary sheave, bearings, car and counterweight guide rails, top and bottom limit switches, governor tension sheave assembly, compensating sheaves assembly, counterweight and counterweight guide shoes including rollers or gibs;

7.1.2g Hoistway door interlocks and hangers, bottom door guides and auxiliary door closing devices and all fastening devices and associated reinforcement in attached components;

7.1.2.h Hoistway entrance door sill areas beyond the entrance frame opening; will be cleaned.

7.1.2i Automatic power operated door operator, car door hanger, car door contact, door protective device, car ventilation system platform, load weighing equipment, car safety mechanism, elevator car guide shoes, gibs or roller;

7.1.3 Service Provider shall maintain the individual minimum performance standards defined below:

7.1.3a "Start to Stop Time" as measured from the moment the car begins motion till the time it stops for a single floor run.

7.1.3b "Door Open Time" as measured from the fully closed door position to a fully open stopped position.

7.1.3c "Door Close Time" as measured from the fully open door position to a fully closed stopped position. Door closing pressure shall not exceed 30 lbs.

7.1.3d "Leveling Accuracy" as measured from car sill to landing sill at a fully stopped position under all load conditions.

7.1.3e "Rated Speed" as the same shall be that noted and shall not vary by more than 5% regardless of direction or load.

7.1.4 Service Provider shall maintain the Rated Speed in feet per minute, the original performance time, including acceleration and retardation as designed and installed by the manufacturer and perform the necessary adjustments as required to maintain the original Door Open Time and Door Close Time, within limits of applicable codes, or to adjust and maintain revised Door Open Time and/or door close Time upon direction of County.

7.1.5 Service Provider shall maintain smooth ride quality, smooth acceleration and deceleration and comfortable stop.

7.1.6. Service Provider shall maintain positive and quiet door operation with rapid and smooth checking at limits of travel. Service Provider shall annually, check the group dispatching systems and make necessary tests to insure that all circuits and time settings are properly adjusted and that the system performs as designed and installed by the manufacturer or to adjust and maintain revised settings upon direction of County.

7.1.7 Service Provider shall examine periodically all safety devices and governors and conduct an annual no-load test.

7.1.8 Service Provider shall calibrate load-weighing devices to County's selected settings, after annual and, as applicable, five-year safety tests are conducted.

7.1.9 Service Provider shall renew all wire ropes as often as is necessary to maintain an adequate factor of safety; equalize the tension on all hoist and compensation ropes, lubricate ropes appropriately and when necessary remove all residue and accumulated deposits from the rope surface and shorten ropes and chains as required to provide legal and reasonable bottom clearances.

7.1.10 Service Provider shall repair or replace conductor cables and hoistway and machine room elevator wiring in such a way as to maintain the percentage of spare conductors present at the acceptance of the location requirement. In no case shall the number of spare conductors be less than 5%.

7.1.11 Service Provider shall furnish lubricants compounded to the manufacturer's rigid specifications.

7.1.12 Service Provider shall make other safety tests recommended or directed by all applicable governmental authorities in force at the time of the acceptance of the Agreement. Service Provider shall not be required to install new attachments on the elevators recommended or directed by insurance companies, or by governmental authorities, nor to

make replacements with parts of a different design recommended or directed by insurance companies, or by governmental authorities.

7.1.13 Service Provider shall coordinate all testing requiring an independent witness or inspector with the County's appointed representative.

7.1.14 Service Provider shall not be required to make renewals or repairs necessitated by reason of County's negligence or County's misuse of the Equipment or by reason of any other cause beyond Service Provider's reasonable control except ordinary wear and tear.

7.1.15 Service Provider shall also maintain, and if conditions warrant, repair or replace the following auxiliary equipment:

7.1.15a All handicap devices;

7.1.15b All elevator related earthquake devices if applicable

7.1.16 Service Provider shall have no responsibility for the following items of Equipment, which are not included:

7.1.16a the finishing, repairing, or replacement of cab enclosure, hoistway door panels, door frames, sills, car flooring, floor covering, lighting fixtures, light bulbs and tubes, main line power switches, breaker, feeders to controller, alignment of elevator guide rails, smoke and fire sensors, fire service reports, air conditioners and all other items as set forth and excluded in this Agreement. Elevator signal light bulbs will be replaced during regular service calls.

7.2 HYDRAULIC ELEVATORS:

Service Provider agrees to and shall maintain the hydraulic elevator equipment described on any fully executed Location Agreements under the same terms and conditions described under 7.1 entitled "Traction Elevators," as the same are applicable to hydraulic elevators, with the following additions:

7.2.1 Service Provider shall have no responsibility for the following items of Equipment in addition to those listed in provision 7.1.16a above: the finishing, repairing, or replacement of cab enclosure, hoistway door panels, door frames, sills, car flooring, floor covering, lighting fixtures, light bulbs and tubes, main line power switches, breaker, feeders to controller, hydraulic elevator jack, hydraulic elevator outer casing, any type of underground piping or other material, alignment of elevator guide rails, smoke and fire sensors, fire service reports, air conditioners and all other items as set forth and excluded in this agreement. Elevator signal light bulbs will be replaced during regular service calls.

7.2.2 Filters, mufflers and muffler components are included.

7.2.3 Service Provider shall periodically examine all safety devices and conduct pressure tests and other tests required by ANSI A1 7.1 or other applicable codes.

7.2.4 Service Provider shall periodically conduct an inspection of hydraulic fluid to detect contaminants and assure proper viscosity, make necessary corrections and replace fluid as required and furnish hydraulic fluid compounded to the manufacturer's rigid specifications.

7.2.5 Service Provider shall clean excessive fluid leakage from pump pans, cylinder heads, machine room and pit floors.

7.3 ESCALATORS:

Service Provider agrees to and shall maintain the escalator equipment described on any Location Agreements under the same terms and conditions described under 7.1 entitled "Traction Elevators," as the same are applicable to escalators, with the following additions:

7.3.1. Controller, all relays, contacts, coils, resistance for operating and motor circuits, operating transformers and operating rectifier;

7.3.2 Handrail, handrail drive chains, handrail brush guards, handrail guide rollers, alignment devices, steps, step tread, step wheels, step chains, step axle bushings, comb plates, floor plates and tracks;

7.3.3 Upper drive, upper drive bearings, tension sprocket bearings, upper newel bearings, lower newel bearings;

7.3.4 All balustrade fastenings, deck and trim fastenings (screws, clips, etc.);

7.3.5 Skirt panels and panel finishes;

7.3.6 Escalator under-step lighting and balustrade panel and skirt lighting;

7.3.7 Upper and lower pit equipment spaces, pit lights, trusses and inclined truss pans.

7.3.8 Service Provider shall examine periodically (at intervals not longer than six months) all normal operating devices and equipment in accordance with ANSI A17.1, Section 1007 and conduct annual inspections and tests of all safety devices, brakes, step up thrust devices and governors in accordance with ANSI A17.1, Section 1008. If required, the governor will be calibrated and sealed for proper tripping speed.

7.3.9 Service Provider shall have no responsibility for the balustrade finishes, deck and trim finishes, wedge guards and exterior truss enclosures.

8. PARTS INVENTORY

Service Provider maintains a comprehensive parts inventory to support its field operations. Replacement parts are stored throughout North America in Service Provider's facilities and are normally available as necessary. Most specialized parts are available within 24 hours, seven days a week. All replacement parts used in County's vertical transportation equipment will be new or refurbished to meet the quality standards of Service Provider.

9. TESTING

Service Provider will, at its discretion and expense, perform governor and safety tests on traction elevators or annual relief pressure tests on hydraulic elevators per local and State codes. Service Provider assumes no responsibility for the operations of the governor or safety on traction elevators, or the hydraulic system on hydraulic elevators, under the terms of this Agreement until all applicable and governmentally-mandated tests have been made. Should the systems not meet applicable safety code requirements, it shall be the responsibility of the County, at its sole cost, to make necessary repairs and to place the equipment in a condition, which will be acceptable for coverage under the terms of this Agreement. Service Provider shall not be liable for damage to the building structure or the elevator resulting from any testing of any type or kind at any time.

10. **COMPLIANCE WITH LAWS:**

The rights and duties arising under this Agreement shall be governed by the laws of the State in which the Property is located. In performing the Services required under this Agreement, Service Provider shall comply with all applicable federal, state, county, and municipal statutes, ordinances and regulations. In the event that any portion of this Agreement is determined to be against public policy or statute, then all other provisions shall remain in full force and effect.

11. **TERM:**

Service under the terms and conditions of this Agreement shall be for an initial non-cancelable period of one (1) years commencing on the date specified in the fully executed Location(s) Agreement and shall automatically be renewed for successive one (1) year periods thereafter, unless either party timely serves written notice upon the other

party of its intention to cancel at least ninety (90) days before the end of the initial one (1) year period, or ninety (90) days before the end of any subsequent one (1) renewal period. Time is of the essence.

The term (length of contract) of maintenance agreements signed under the Omnia Contract may exceed the term of the Omnia Agreement. The terms and conditions of the Omnia Agreement in effect at the date the maintenance agreement is signed will remain in effect for the duration of members local maintenance agreement. Maintenance Agreements can be as long as the Omnia members request provided, they are in accordance with local laws and regulations.

12. **AFTER HOURS WORK**

All Services are to be provided during Service Provider's regular working hours of its regular working days unless otherwise specified below.

For specified locations marked as "Platinum" within the Exhibit "A", any overtime work requested by the County, County agrees to pay us for the difference between regular and overtime labor at our normal billing rates, including travel time, travel expenses, and time spent on the property.

13. PRICING:

Pricing (Please See Exhibit A) The Price of Service Provider's service as herein stated shall be specifically set forth on any fully executed Location Agreement(s), payable as agreed upon between the Service Provider and the County. Those prices are net of all taxes, duties and other levies. Those prices are valid for a period of one (1) year, commencing on the effective date of each respective Location(s) Agreement. Each such period of one year (365 consecutive days) shall be called a "Fixed Price Period". Since Service Provider's costs to provide County with the Services may increase, the Service Provider shall review and adjust the Monthly Payment Amount for each Location Agreement(s) at the end of each twelve (12) month period. Eighty percent (80%) of the Agreement price for each Location Agreement(s) shall be adjusted to reflect any increase in labor costs based on the straight time rate of elevator mechanics in the local area where the Property is located. The remaining twenty percent (20%) shall be adjusted to reflect any increase in material costs based on the Producer Price Index for Metals and Metal Products as published by the United States Department of Commerce, Bureau of Labor Statistics. However, in no event shall the total price escalations at the end of each twelve (12) month period be no more than four percent (4%) in any subsequent one (1) year period. Service Provider shall provide thirty (30) days advance written notice to County of all price adjustments referenced in this paragraph.

Should equipment covered by any Location Agreement be modified by the County during the pendency of any Location Agreement the parties will endeavor to reach a written agreement on a modified price for the Services applicable to that equipment. Should those parties fail to reach a written agreement on a modified price then that equipment will be removed from the applicable Location Agreement and the applicable County shall remain financially responsible to the Service Provider for the Service Provider's lost profits associated with the Services originally designated for that piece of equipment at the original, agreed-to price for the remaining term of the applicable Location Agreement. The price is subject to increase in the event the existing equipment is modified from its present state. A service charge of 1 ½% per month, or the highest legal rate, whichever is less, shall apply to delinquent accounts. Time is of the essence.

14. **INSURANCE REQUIREMENTS:**

At its sole expense, Service Provider shall carry and maintain throughout the term of any fully executed Location Agreement the insurance described below. The all risk and liabilities policies must each contain a provision by which the insurer agrees that such policy shall not be canceled except after thirty (30) days written notice to County.

Before the commencement of the Services, Service Provider shall submit to County a Certificate of Insurance showing that all insurance requirements have been met. If any policy expires during the term of any fully executed Location Agreement(s), it shall automatically be renewed and a new Certificate of Insurance shall be sent immediately to County.

Workers' Compensation Statutory Limits

Employer's Liability	$1,000,000 each accident $1,000,000 policy limit-disease $1,000,000 disease-each employee
General Liability	

This shall include all major divisions of coverage and be on a commercial occurrence form. It shall include premises operations, products and completed operations, contractual, and personal injury.

Limits Primary:	$2,000,000 each occurrence – BI & PD $2,000,000 general aggregate $2,000,000 personal injury & adv. Injury

Automobile Liability and Property Damage

This shall be on an occurrence basis with a combined single limit of $2,000,000. It shall include all automobiles owned, leased, hired or non-owned.

15. COUNTY RESPONSIBLITIES:

Product Information. County agrees to provide Service Provider with current wiring diagrams that reflect all changes, parts catalogs, and maintenance instructions for the equipment covered by this agreement. County agrees to authorize Service Provider to produce single copies of any programmable device(s) used in the equipment for the purpose of archival back up of the software embodied therein. These items will remain County's property.

Safety. County agrees to instruct or warn passengers in the proper use of the equipment and to keep the equipment under continued surveillance by competent personnel to detect irregularities between elevator examinations. County agrees to report immediately any condition that may indicate the need for correction before the next regular examination. County agrees to shut down the equipment immediately upon manifestation of any irregularities in operation or appearance of the equipment, notifying Service Provider at the address and phone number listed on any fully executed Location(s) Agreement at once, and written notice within ten (10) days after any occurrence or accident in or about the elevator. County agrees to provide Service Provider's personnel a safe place in which to work. Service Provider reserves the right to discontinue work in the building whenever, in Service Provider's sole opinion, Service Provider's personnel do not have a safe place in which to work. County agrees to provide a suitable machine room including secured doors, waterproofing, lighting, ventilation and heat to maintain the room at a temperature of 50°F minimum to 90°F maximum. County also agrees to maintain the elevator pit in a dry condition at all times. Should water or other liquids become present, County will contract with others for removal and the proper handling of such liquids.

Other. County agrees not to permit others to make alterations, additions, adjustment, or repairs or replace any component or part of equipment during the term of any fully executed Location(s) Agreement. County agrees to accept Service Provider's judgment as to the means and methods to be employed for any corrective work under this agreement. In the event of the sale, lease or other transfer of the elevator(s) or equipment described in any fully executed Location(s) Agreement, or the premises in which they are located, County agrees to see that such successor is made aware of that Location(s) Agreement and assumes and agrees to be bound by the terms of those documents for the balance of the Location(s) Agreement, and subject to termination herein provided, or otherwise be liable for the full unpaid balance due for the full unexpired term of the Location(s) Agreement.

Items Not Covered. Service Provider does not cover cosmetic, construction, or ancillary components of the elevator system, including the finishing, repairing or replacement of the cab enclosure, ceiling frames, panels, and/or fixtures, hoistway door panels, door frames, sills, car flooring, floor covering, lighting fixtures, ceiling light bulbs and tubes, main line power switches, breaker(s), feeders to controller, hydraulic elevator jack outer casing, buried piping, alignment of elevator guide rails, smoke and fire sensors, fire service reports, intercommunication devices, security systems not installed by Service Provider, batteries for emergency lighting and lowering, air conditioners, heaters, ventilation fans and all other items as set forth and excluded in this Agreement.

16. EXCLUSIVITY

This Agreement is an exclusive frame agreement, which means that the County only undertakes to buy the Services, or parts thereof, from the Service Provider from the date that this Agreement is fully executed.

17. EXCUSABLE DELAYS

The Service Provider shall not be liable for delay in performing or for failure to perform its obligations under this Agreement or any location requirement if such delay or failure results from any of the following causes: (i) Acts of God, (ii) the act of any government or authority (including the denial or cancellation of any export license or other necessary license), (iii) the outbreak of wars, terrorism, insurrections, (iv) fire, explosion, flood (v) and strike, lock-out or other industrial action which is beyond the Service Provider's control or (vi) any other cause of any nature which is beyond the applicable Service Provider's control.

18. TERMINATION AND REMEDIES

18.1 The Service Provider has the right (but not the obligation) to terminate this Agreement or any location Agreement with 30 day's prior written notice in case of the County's failure to comply with any terms of this Agreements or any Location Agreement. Termination of a Location(s) Agreement shall not have effect on other existing Locations associated with this Agreement, which shall be completed in accordance with these terms and conditions. If such failure is remedied within the said 30 days period, this right to terminate shall expire.

18.2 The provisions of this Agreement, and the right and remedies of a party in the event of the other party's breach under this Agreement (including the breach of any warranty) are cumulative and are without prejudice to all other rights and remedies available to it and may have at law or otherwise; no exercise by a party of any one right or remedy under this Agreement, or at law or otherwise, shall operate so as to hinder or prevent the exercise of any other such right or remedy. However, in no event shall one party to this Agreement be liable to the other party for any indirect or consequential loss or damage, including but not limited to loss of profit, loss of production, loss of interest or otherwise, which may be suffered by the other party in connection with the entering into or operation of this Agreement.

19. ASSIGNMENT

County may not assign, transfer, novate, sub-contract or otherwise dispose of any of its rights and obligations under this Agreement without the prior written consent of the Service Provider. Notwithstanding the above, Service Provider may without the consent of the County; use subcontractors for the performance of any Services purchased by the County under this Agreement or a local agreement. The use of subcontractors to provide Services shall in no way relieve the Service Provider of its responsibilities and obligations towards the County under this Agreement or a local agreement.

20. HEALTH & SAFETY, ENVIRONMENTAL AND QUALITY

The Service Provider and the County shall work towards the prevention of accidents aiming for zero accidents and the creation of a safer work environment.

21. ETHICAL COMMITMENT

The Service Provider has an extensive corporate compliance program and its employees are expected to maintain the highest level of ethical and legal conduct at all times during the term of the Agreement and expects the County to act in a like manner. Should the County suspect that the Service Provider or its employees have engaged in any illegal or unethical conduct, such suspicions must be reported through the Service Provider's toll-free compliance hotline at 1-866-572-1739.

22. MISCELLANEOUS

22.1 The headings in this Agreement shall not affect its interpretation.

22.2 Throughout this Agreement, whenever required by context, the use of the singular number shall be construed to include the plural, and the use of the singular number shall be construed to include the plural, and the use of the plural the singular, and the use of any gender shall include all genders.

22.3 Should any term or provision in this Agreement shall be held to be illegal or unenforceable, in whole or in part, under any enactment or rule of law, such term or provision or part shall to that extent be deemed not to form part of this Agreement but the validity and enforceability of the remainder of this Agreement shall not be affected.

22.4 The waiver or forbearance or failure of a party in insisting in any one or more instances upon the performance of any provision of this Agreement shall not be construed as a waiver or relinquishment of that party's right to future performance of such provision and the other party's obligations in respect of such future performance shall continue in full force and effect.

22.5 In the event a third party is retained to enforce, construe or defend any of the terms and conditions of this Agreement or to collect any monies due thereunder, either with or without litigation, the prevailing party shall be entitled to recover all costs and reasonable attorney's fees.

22.6 County hereby waives trial by jury and agrees that this Agreement and any applicable Location(s) Agreement shall be construed and enforced in accordance with the laws of the state where the equipment described on the applicable Location(s) Agreement is located. County further agrees to jurisdiction of the courts, both state and Federal, of the state in which the equipment set forth on the applicable Location(s) Agreement is located as to all matters and disputes arising out of this that Location(s) Agreement.

22.7 The liability of the Service Provider under this Agreement shall not exceed the value of the Services remaining on the then current and unexpired term of the applicable Location(s) Agreement.

22.8 This Agreement supersedes all prior oral or written agreement between the Service Provider and the County and constitutes the entire agreement between the parties with respect to the services and work performed hereunder.

23 **NOTICES:**

Every notice or other communication to be given by either party to the other with respect to this Agreement(s), shall be given by personal delivery, by facsimile or by United States registered or certified mail postage prepaid, return receipt requested, addressed as hereinafter provided. Except as otherwise specified herein, the time period in which a response to any notice or other communication must be made, if any, shall commence to run on the earliest to occur of (a) if by personal delivery, the date of receipt, or attempted delivery, if such communication is refused; (b) if given by telecopy, the date on which such telecopy is transmitted and confirmation of delivery, or attempted delivery, thereof is received; and (c) if sent by mail (as aforesaid), the date of receipt or delivery is refused. Until further notice, notices and other communications under this Agreement shall be addressed to the parties at:

FILL IN THE CONTACT INFORMATION FOR USA OPERATIONS FOR COUNTY HERE

TK Elevator Corporation
3100 Interstate North Circle SE Suite 500
Atlanta, GA 30339
Attn: International Account Contract Administrator
FILL IN FAX NUMBER

DocuSign Envelope ID: 99365897-CF45-4B93-A6A8-4E823345DFBB

This Agreement has been prepared in duplicate, of which each party has received a copy.

ACCEPTED:

PURCHASING COMPANY NAME	**TK ELEVATOR CORP.**
BY: _____ Signature of Authorized Individual	BY: Rebeca O'Connor
TITLE: _____	TITLE: Branch Account Executive
DATE: _____	DATE: 8/09/2021

TK CORP.APPROVAL:

BY: _____

TITLE: National Accounts Executive

DATE: _____

Exhibit "A"
Williamson County - Platinum Service Agreement
Fiscal 2022

TK Elevator agrees to maintain Counties elevator equipment described below in accordance with this agreement. We will endeavor to provide a comprehensive maintenance program designed to protect your investment and maximize the performance, safety, and life span of the elevator equipment to be maintained.

Building Name	Unit Location	City	Postal Code	Unit Serial #	Contract #	2021 Monthly Contract	Billing Frequency
355 TEXAS AVE BLDG	355 TEXAS AVE	ROUND ROCK	78664-2565	[redacted]	[redacted]	$ 220.38	Annually
WMSN CO ANNEX	100 WILCO WAY	GEORGETOWN	78626-2595	[redacted]	[redacted]	$ 239.76	Annually
WMSN CO ANNEX	100 WILCO WAY	GEORGETOWN	78626-2595	[redacted]	[redacted]	$ 239.76	Annually
WMSN CO COURTHOUSE	710 S MAIN ST	GEORGETOWN	78626-5703	[redacted]	[redacted]	$ 231.40	Annually
WMSN CO GARAGE	305 W 4TH ST	GEORGETOWN	78626-5619	[redacted]	[redacted]	$ 231.40	Annually
WMSN CO JAIL	508 S ROCK ST	GEORGETOWN	78626-5604	[redacted]	[redacted]	$ 208.78	Annually
WMSN CO JAIL	508 S ROCK ST	GEORGETOWN	78626-5604	[redacted]	[redacted]	$ 208.78	Annually
WMSN CO JAIL	508 S ROCK ST	GEORGETOWN	78626-5604	[redacted]	[redacted]	$ 208.78	Annually
WMSN CO JAIL	508 S ROCK ST	GEORGETOWN	78626-5604	[redacted]	[redacted]	$ 208.78	Annually
WMSN CO JAIL	508 S ROCK ST	GEORGETOWN	78626-5604	[redacted]	[redacted]	$ 208.79	Annually
WMSN CO JAIL EXP	508 S ROCK ST	GEORGETOWN	78626-5604	[redacted]	[redacted]	$ 239.98	Annually
WMSN CO JAIL EXP	508 S ROCK ST	GEORGETOWN	78626-5604	[redacted]	[redacted]	$ 239.98	Annually
WMSN CO JAIL EXP	508 S ROCK ST	GEORGETOWN	78626-5604	[redacted]	[redacted]	$ 239.98	Annually
WMSN CO JAIL EXP	508 S ROCK ST	GEORGETOWN	78626-5604	[redacted]	[redacted]	$ 239.98	Annually
WMSN CO JUSTICE-N	405 MLK ST	GEORGETOWN	78626-4901	[redacted]	[redacted]	$ 219.41	Annually
WMSN CO JUSTICE-N	405 MLK ST	GEORGETOWN	78626-4901	[redacted]	[redacted]	$ 219.42	Annually
WMSN CO JUSTICE-N	405 MLK ST	GEORGETOWN	78626-4901	[redacted]	[redacted]	$ 219.41	Annually
WMSN CO JUSTICE-N	405 MLK ST	GEORGETOWN	78626-4901	[redacted]	[redacted]	$ 205.43	Annually
WMSN CO JUSTICE-S	405 MLK ST	GEORGETOWN	78626-4901	[redacted]	[redacted]	$ 219.42	Annually
WMSN CO JUSTICE-S	405 MLK ST	GEORGETOWN	78626-4901	[redacted]	[redacted]	$ 219.42	Annually
WMSN CO JUSTICE-S	405 MLK ST	GEORGETOWN	78626-4901	[redacted]	[redacted]	$ 219.42	Annually
WMSN CO JUSTICE-S	405 MLK ST	GEORGETOWN	78626-4901	[redacted]	[redacted]	$ 219.42	Annually
WMSN CO JUSTICE-S	405 MLK ST	GEORGETOWN	78626-4901	[redacted]	[redacted]	$ 219.42	Annually
WMSN CO MUSEUM	716 S AUSTIN AVE	GEORGETOWN	78626-5709	[redacted]	[redacted]	$ 205.69	Annually
WMSN CO NORTH CAMPUS EMS TRAINING	3189 SE INNER LOOP	GEORGETOWN	78626-6388	[redacted]	[redacted]	$ 234.34	Annually
WMSN CO PR 2-CP	350 DISCOVERY BLVD	CEDAR PARK	78613-2260	[redacted]	[redacted]	$ 205.75	Annually
WMSN CO TAYLOR ANN	412 VANCE ST	TAYLOR	76574-3506	[redacted]	[redacted]	$ 231.40	Annually
	Contract Monthly Price					$	6,004.48

DocuSign Envelope ID: 99365897-CF45-4B93-A6A8-4E823345DFBB

Commissioners Court - Regular Session **20.**

Meeting Date: 09/28/2021

Historic Courthouse Door Renovation-Vaughn CO1

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

Department: Building Maintenance

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Vaughn Construction, Change Order No. 1 for the Williamson County Historic Courthouse Door Renovations for a time extension of 150 calendar days. There is no additional funding required.

Background

This change order is for a time extension of 150 calendar days for the renovation of the Historic Courthouse doors. This change is requested due to delays caused by COVID. On July 13, 2021, the Williamson County Commissioners Court approved utilization of Vaughn Construction under Choice Partners cooperative contract 15/041JN-16 in the not-to-exceed amount of $168,350. Department point of contact is Dwayne Gossett. Funding source is 01.001.1024.004509, FY21.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Courthouse Doors CO1-Vaughn

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/23/2021 10:51 AM
Form Started By: Wendy Danzoy		Started On: 09/23/2021 10:06 AM
Final Approval Date: 09/23/2021		

VAUGHN
CONSTRUCTION

6604 N. Lamar Blvd.
Austin, TX 78752

T: (512) 663-7461

September 14, 2021

Dwayne Gossett
Williamson County
710 Main Street, Ste 101
Georgetown, TX 78626

Re: Historic Courthouse Doors

Job No: 283806

Subj: Change Proposal No. 283806-0001

Dear Sir or Madam:

We respectfully submit our proposal for an increase to our contract in the amount of $0 (zero) dollars to provide time extension of five (5) months due to lead times caused by COVID for the above referenced project.

Our price is valid for Fourteen (14) days

Please indicate your acceptance of this change proposal by signing and returning one copy of the attached Form B breakdown of our cost.

Very truly yours,
VAUGHN CONSTRUCTION

Doug Boram

Attachments:

CC:

FORM B

PROJECT: **Historic Courthouse Doors**

CHANGE PROPOSAL NO: **283806-0001**

	$0.00	$0.00	$0.00	$0.00

Totals				
	$0.00	$0.00	$0.00	$0.00
	Insurance, Tax, Benefits on Labor			$0.00
	Overhead			$0.00
	Fee on Subs			$0.00
	Fee on JTV			$0.00
	Bond			$0.00
	Remodel Tax			$0.00
	TOTAL			**$0.00**

TIME EXTENSION TO CONTRACT: 150 Days

Submitted Date: **9/14/2021**

Accepted

By:_____
Williamson County

Date:_____

VAUGHN CONSTRUCTION

By:_____
Doug Boram

Proposal Valid for 14 Days

Commissioners Court - Regular Session **21.**

Meeting Date: 09/28/2021

Juvenile Justice Center RTU Replacement P533-Tradesman CO1

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

Department: Building Maintenance

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Tradesman Services, Change Order No. 1 for the Williamson County Juvenile Justice Center RTU Replacement project (P533) $3,453.00 and for a time extension of 150 calendar days.

Background

This change order is extended electrical whips for seven (7) RTUs for safe wiring/conduit that is serving GFCIs in twenty-seven (27) existing RTUs. There is a time extension requested for ninety (90) calendar days due to the Lennox Component Shortage. On April 13, 2021, the Williamson County Commissioners Court awarded RFP T2795 to Tradesman Services, LTD in the not-to-exceed amount of $1,843,503.00. Department point of contact is Angel Gomez. Funding source is P533.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

JJC RTU CO1-Tradesman

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/23/2021 10:54 AM
Form Started By: Wendy Danzoy		Started On: 09/23/2021 10:09 AM
Final Approval Date: 09/23/2021		

CHANGE ORDER

FOR PROJECT: P-533 JJC RTU Replacement

CHANGE ORDER NO: 001 NTP Date: April 26, 2021

DATE OF ISSUANCE: September 20, 2021

Contractor: Tradesman Services LTD, Josh Haldenstein

Project Architect: Reliance Architecture: Antonio Naylor

Project Engineer: Hendrix Consulting Engineers: Craig Harris

EXPLANATION:

1. EXTENSION: Lennox RTU's ordered May 14 have been delayed due to Lennox Component Shortage; Lennox has now delayed delivery of RTU's until 3rd week of October for A Box and B Box units (2-10 Ton). Tradesman's has experienced a 15 Week delay due to Lennox being unable to deliver RTU's. There is an Industry wide shortage of components this year.
2. EXTEND ELECTRICAL WHIPS UP TO SEVEN (7) RTU's: Demo and Make safe Wiring/conduit that is serving GFCI's in (27) existing RTU's and Extend new Conduit/wiring up to (7) new,

CONTRACT CHANGE:

1. 90 calendar days extension from the original notice to proceed issued April 26, 2021. Zero dollar/cost change.
2. Increase of $3,453.00 for extended electrical whips for up 7 RTUs and make safe 27 existing RTUs.

Original contract amount	$ 1,843,503.00
Net change by previously submitted Change Orders	$ 0.00
Contract sum prior to this Change Order was	$ 1,843,503.00
Contract Sum be decreased/increased by this Change Order in the amount of	**$ 3,453.00**
The new Contract Sum including this Change Order will be	$ 1,846,956.00
The Contract Time will be changed by	(+90) days
The date of Substantial Completion as of the date of this Change Order	**January 1, 2022**

RECOMMENDED BY:

Josh Haldenstein	Josh Haldenstein	9/20/21
Contractor's Printed Name	Contractor's Signature	Date
CRAIG HARRIS	Craig Harris	9/20/21
Engineer's Printed Name	Engineer's Signature	Date
ANTONIO NAYLOR	Antonio Naylor	9/20/2021
Architect's Printed Name	Architect's Signature	Date

ACCEPTED BY:

Jesus Angel Gomez, PM/ODR	Jesus Angel Gomez	9/20/2021
Owner's Representative	Owner's Representative Signature	Date
Trenton H. Jacobs, AIA	Trenton H. Jacobs	9/21/21
County Architect Name	County Architect's Signature	Date

tradesman
SERVICES LTD.

AIR CONDITIONING TACLA004454C | HEATING TACL A26599C | GEOTHERMAL | REFRIGERATION

PO BOX 883 ELM MOTT, TEXAS 76640 (254) 829-0052 FAX (254) 829-1770 TOLL FREE (866) 831-4729

Since 1993

Commercial/ Residential

Member ACCA

Member IGSHPA

IGSHPA Accredited Installer

NATE Certified Technicians

CHANGE ORDER

August 26, 2021

Owner: Williamson County ATTN: Angel Gomez

Architect: Reliance Architecture ATTN: Antonio Naylor

Engineer: Hendrix Consulting Engineers; ATTN: Craig Harris

Scope of Work: **Time Extension due to Lennox Component shortages**

- **Lennox RTU's ordered May 14.**
- **Initial Delivery date was 1st week of July.**
- **Lennox has now delayed delivery of RTU's until 3rd week of October for A Box and B Box units (2-10 Ton). 1st week of November for the (4) C Box units.**
- **We have experienced a 15 Week delay due to Lennox being unable to deliver RTU's as initially projected.**
- **There is an Industry wide shortage of components this year. We are experiencing delays on all projects this year.**
- **See attached letter from Lennox Industries.**

3 month contract extension.

Substantial completion is now scheduled for. December 29, 2021

Change Order Accepted By:_____Date_____

(Signature)

Change Order Accepted By:_____

Lennox International Inc.
2140 Lake Park Boulevard
Richardson, Texas 75080-2254

Mailing Address:
P.O. Box 799900
Dallas, Texas 75379-9900

Telephone: 972.497.5000
Facsimile: 972.497.6668
LennoxInternational.com

August 17, 2021

Re: WILCO Juvenile Justice Center

To Whom It May Concern:

Per our conversation, these dates have moved out due to continuing challenges of component shortages that are impacting our production schedules.

A & B boxes are now scheduled to all be ready for Oct 1st jobsite delivery C boxes are now scheduled for Oct 13th jobsite delivery.

Apologies again for the continued delays that are impacting this order.

Regards,

Bert Milner | Commercial District Manager, South Central
Lennox Commercial | 1100 N. 28th Ave., Suite 100 | Irving, TX 75063
(m) (832) 846-1341
Bert.Milner@lennoxind.com

tradesman
SERVICES LTD.

AIR CONDITIONING TACLA004454C | HEATING TACL A26599C | GEOTHERMAL | REFRIGERATION

PO BOX 883 ELM MOTT, TEXAS 76640 (254) 829-0052 FAX (254) 829-1770 TOLL FREE (866) 831-4729

Since 1993

Commercial/ Residential

Member ACCA

Member IGSHPA

IGSHPA Accredited Installer

NATE Certified Technicians

CHANGE ORDER #2

August 17, 2021

Owner: Williamson County ATTN: Angel Gomez

Architect: Reliance Architecture ATTN: Antonio Naylor

Engineer: Hendrix Consulting Engineers; ATTN: Craig Harris

Scope of Work: **Extend Electrical Whips up to (7) RTU's**

- .Demo and Make safe Wiring/conduit that is serving GFCI's in (27) existing RTU's
- Extend new Conduit/wiring up to (7) new RTU's.
  RTU's-1N, 1K, 1E, 5F, 6F, 6H, 6D.

Total Additional Cost $3,453.00

3 Additional working days needed.

Change Order Accepted By:_____Date_____

(Signature)

Change Order Accepted By:_____

ARCHITECT'S MEETING MINUTES

Date of Meeting: August 31, 2021
Subject: Construction Progress
Minutes By: Alex Davila
Project Phase: Construction administration

Present at Meeting:

- Angel Gomez, Williamson County
- Alex Davila, Reliance Architecture
- Josh Haldenstein, Tradesman

MEETING MINUTES:

1. Touched base on expected delivery of Lennox units. Units are still scheduled to arrive first week of October.

2. Pay estimate and contract extension sent from Josh for review.

3. Submittals for screenshots have been reviewed and approved by HCE.

4. Once unit arrive Josh will determine how to hoist them up to roof. Decision will be impacted by weather and phasing requirements.

5. No issues with smoke detectors. Smoke detectors are not being affected by current project. Josh will follow up on service request.

6. Change order for electrical change (extending receptacles to roof) has been approved by HCE. Angel will send approval to Josh along with purchase modification.

Commissioners Court - Regular Session **22.**

Meeting Date: 09/28/2021

Milam County Interlocal Agreement

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the Interlocal Agreement between (ILA) Milam County and Williamson County for the sale of Two (2) 2013 John Deere CX15 Batwing Shredders, One (1) 2005 John Deere 5525 Tractor 2 WD, Two (2) Freightliner FL70 4x2 Water Trucks and One (1) 2002 Trail-Eze TE30T26 Tilt Bed Trailer at fair market rate for a total not to exceed $67,112.83, in accordance with TX. Local Gov't Code 263.152 (a)(1) and authorizing the execution of the agreement.

Background

Williamson County is selling surplus equipment that had been designated for Auction to Milam County at a fair rate not to exceed $67,112.83 (total). Sale condition of equipment is “AS IS” with no warranties of any kind. Fair Market Valuation, attached, was performed by Kevin Teller, Director of Fleet Services. All equipment had previously been approved by Commissioners Court for Auction.

Unit #’s are as follows:
2931 – 2013 John Deere CX15 Shredder
2932 – 2013 John Deere CX15 Shredder
UJ0502 – 2005 John Deere 5525 Tractor
UWT0312 – 2003 Freightliner FL70 Water Truck
UWT0303 – 2003 Freightliner FL70 Water Truck
UF0201 – 2002 Trail-Eze TE30T26 Tilt Bed Trailer

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Fair Market Value Milam County

Milam County ILA Redacted 9.28.21

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	09/23/2021 09:39 AM
County Judge Exec Asst.	Becky Pruitt	09/23/2021 10:45 AM
Form Started By: Mary Watson		Started On: 09/15/2021 01:51 PM
Final Approval Date: 09/23/2021		

Shredders	Year	Make	Model
2931	2013	John Deere	CX15 Batwing Shredder
2932	2013	John Deere	CX15 Batwing Shredder

Mowing Tractor			
UJ0502	2005	John Deere	5525 Tractor 2wd

Water Trucks			
UWT0312	2003	Freightliner	FL70 4x2
UWT0303	2003	Freightliner	FL70 4x2

Trailer			
UF0201	2002	Trail-Eze	TE30T26 Flatbed Tilting Trailer

Chipper Truck			
UDT0304	2003	Ford	F450 12yd Brush Truck

Serial Number	Hrs/Miles	Comp Price
1POCX15EEEP037250	N/A	$ 5,581.25
1POCX15ECEP037248	N/A	$ 5,581.25
LV5525P153361		$ 15,000.33
1FVABUAK53DM10364	106518	$ 18,900.00
1FVABUAK13DM10362	169939	$ 18,900.00
1DA12TL152P015852	N/A	$ 3,150.00
	Total	$ 67,112.83
	136216	At a later date

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

RECITAL

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

AGREEMENT

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

1. Effective Date and Term

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

2. Sale of Surplus Equipment

The County agrees to sell surplus vehicles and equipment items as follows:

1) 2013 John Deere CX15 Batwing Shredder ([redacted] $5,581.25;
2) 2013 John Deer CX15 Batwing Shredder ([redacted] FMV $ $5,581.25;
3) 2005 John Deere 5525 Tractor 2wd ([redacted] FMV $15,000.33;
4) 2003 Freightliner FL70 4x2 ([redacted] FMV $18,900.00;
5) 2003 Freightliner FL70 4x2 ([redacted] FMV $18,900.00; and
6) 2002 Trail-Eze TE30T26 Flatbed Trailer ([redacted] FMV $3,150.00

(collectively hereinafter "the equipment") **AS IS** with no warranties of any kind to Milam for the **total** sum of **$67,112.83** made payable to "Williamson County" and paid pursuant the Texas Prompt Payment Act:

Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date Milam receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date Milam receives an invoice for the goods or services [in this case may be in the form of an e-mail]. Interest charges for any

overdue payments shall be paid to The County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of The County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

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

3. Termination

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

4. Notices

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

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

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

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

5. Miscellaneous

5.1. This is the complete agreement by and between the Parties on the subject matter of the Agreement. It supersedes any other agreement or understanding between the Parties, written or oral, and any other commitments, promises,

undertakings, understandings, proposals or representations of the Parties to each other, written or oral, concerning the subject matter of this Agreement.

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

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

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

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

5.6. This agreement may not be assigned.

AGREED AND APPROVED:

WILLIAMSON COUNTY

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

MILAM COUNTY

By: _____ **Date:** 9-13-2021
Authorized Representative

Commissioners Court - Regular Session **23.**

Meeting Date: 09/28/2021

Authorize issuing RFQ #21RFSQ27 Engineering Services Corridor J from US 183 to IH35

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 Engineering Services for Corridor J from US 183 to IH 35, under RFQ #21RFSQ27.

Background

Williamson County is soliciting qualifications from indivduals or firms interested in providing engineering services to assist staff in the development of schematics and possible design of Corridor J from US 183 to IH 35. One or more firms may be selected to provide services for the project. It is anticipated that the number of providers selected will be approximately three (3) to five (5). Estimated amount is $6,800,000.00. Kate Wilder with HNTB is the point of contact. Funding project: Long Range Transportation Plan.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	09/23/2021 10:38 AM
County Judge Exec Asst.	Becky Pruitt	09/23/2021 10:48 AM
Form Started By: Johnny Grimaldo		Started On: 09/22/2021 03:19 PM
Final Approval Date: 09/23/2021		

Commissioners Court - Regular Session **24.**

Meeting Date: 09/28/2021

Final plat for the Santa Rita Ranch Phase 3 Section 2 subdivision – Pct 3

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

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

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approval of the final plat for the Santa Rita Ranch Phase 3 Section 2 subdivision – Precinct 3.

Background

This is the next section of the Santa Rita Ranch Phase 3 development. It consists of 165 single family lots, 9 open space/landscape/utility lots, 2 open space/water quality/drainage/landscape/utility lots and 8,496 linear feet of new public roads. Roadway and drainage construction is not yet complete, but a performance bond in the amount of $3,898,539.50 has been posted with the County to cover the cost of the remaining construction.

Timeline

2021-05-11 – initial submittal of final plat
2021-05-11 – receipt of a financial security for the remaining construction
2021-06-10 – 1st review complete with comments
2021-09-07 – 2nd submittal of final plat
2021-09-22 – 2nd review complete with all comments clear
2021-09-22 – receipt of final plat with all signatures
2021-09-23 – final plat placed on the September 28, 2021 Commissioners Court agenda for consideration

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

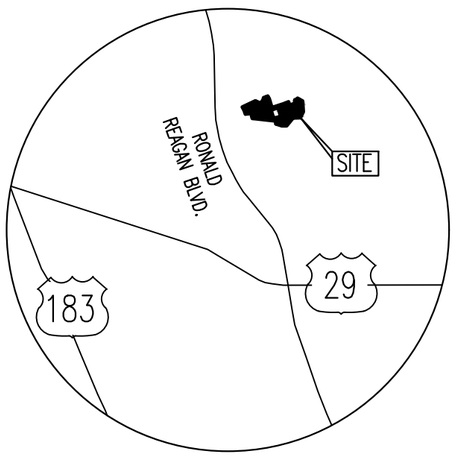
final plat - Santa Rita Ranch Ph 3 Sec 2

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/23/2021 12:55 PM
Form Started By: Adam Boatright		Started On: 09/23/2021 11:41 AM
Final Approval Date: 09/23/2021		

SANTA RITA RANCH PHASE 3, SECTION 2

FINAL PLAT



SCALE: 1" = 100'

GRAPHIC SCALE

100 0 50 100 200 400

(IN FEET)
1 inch = 100 ft.

LEGEND

- BENCHMARK
- CAPPED 1/2" IRON ROD SET
- CAPPED 1/2" IRON ROD FOUND
- 1 LOT NUMBER
- (A) BLOCK DESIGNATION
- B.S.L. BUILDING SETBACK LINE
- P.U.E. PUBLIC UTILITY EASEMENT
- D.E. DRAINAGE EASEMENT
- L.S.E. LANDSCAPE EASEMENT
- S.L.E. SIGHT LINE EASEMENT
- O.S. OPEN SPACE
- W.Q.E. WATER QUALITY EASEMENT
- . . . . . APPROXIMATE LOCATION OF PROPOSED SIDEWALK
- MIN FFE XXX.X' MINIMUM FINISHED FLOOR ELEVATION

SIGHT LINE EASEMENT DETAIL
SCALE 1"=50'

TOTAL ACREAGE: 61.158 ACRES
SURVEY: GREENLEAF FISK SURVEY, ABSTRACT NO. 5

F.E.M.A. MAP NO. 48491C0275E
WILLIAMSON COUNTY, TEXAS AND INCORPORATED AREAS.
DATED: SEPTEMBER 26, 2008

TOTAL OF LOTS:	176
NO. OF SINGLE FAMILY LOTS:	165
NO. OF OPEN SPACE, L.S.E. & P.U.E. LOTS:	9
NO. OF OPEN SPACE, W.Q.E., D.E., L.S.E. & P.U.E. LOTS:	2

DATE: SEPTEMBER 16, 2021

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

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

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

BENCHMARK: SEE SHEET 2

TBM-1: SQUARE CUT IN SIDEWALK WITH PUNCH HOLE.
N: 10215209.44, E: 3084220.44
ELEV = 1002.68' (NAVD88)

SHEET NO. 1 OF 6

Carlson, Brigance & Doering, Inc.
FIRM ID #F3791 ◆ REG. # 10024900
Civil Engineering ◆ Surveying
5501 West William Cannon ◆ Austin, Texas 78749
Phone No. (512) 280-5160 ◆ Fax No. (512) 280-5165

J:\AC3D\5266\Survey\PLAT - SANTA RITA SECTION 3, PHASE 2

SANTA RITA RANCH PHASE 3, SECTION 2

FINAL PLAT

LEGEND

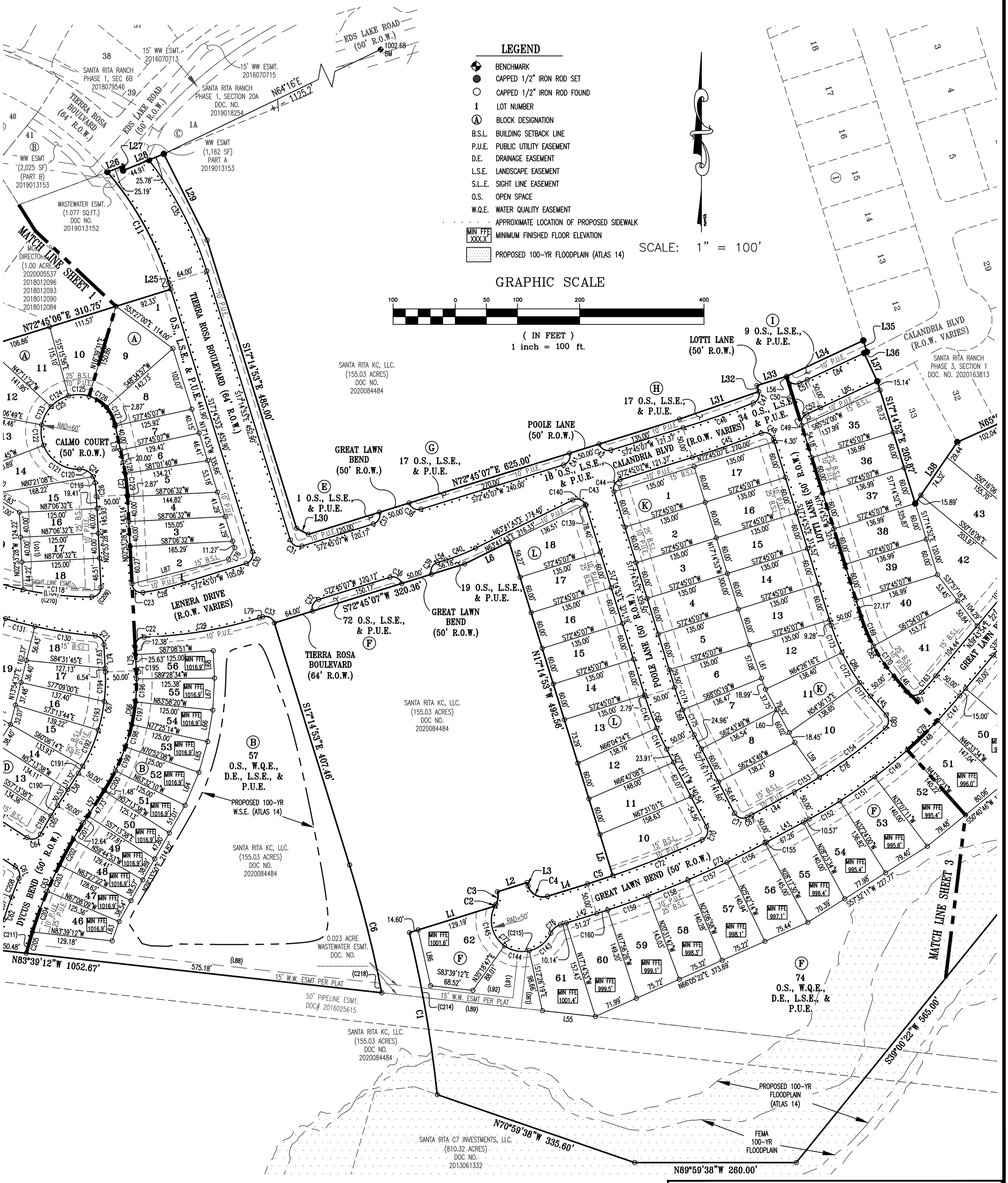
- BENCHMARK
- CAPPED 1/2" IRON ROD SET
- CAPPED 1/2" IRON ROD FOUND
- 1 LOT NUMBER
- Ⓐ BLOCK DESIGNATION
- B.S.L. BUILDING SETBACK LINE
- P.U.E. PUBLIC UTILITY EASEMENT
- D.E. DRAINAGE EASEMENT
- L.S.E. LANDSCAPE EASEMENT
- S.L.E. SIGHT LINE EASEMENT
- O.S. OPEN SPACE
- W.Q.E. WATER QUALITY EASEMENT
- APPROXIMATE LOCATION OF PROPOSED SIDEWALK
- MIN FFE XXX.X' MINIMUM FINISHED FLOOR ELEVATION
- PROPOSED 100-YR FLOODPLAIN (ATLAS 14)

SCALE: 1" = 100'

GRAPHIC SCALE

100 0 50 100 200 400

(IN FEET)
1 inch = 100 ft.

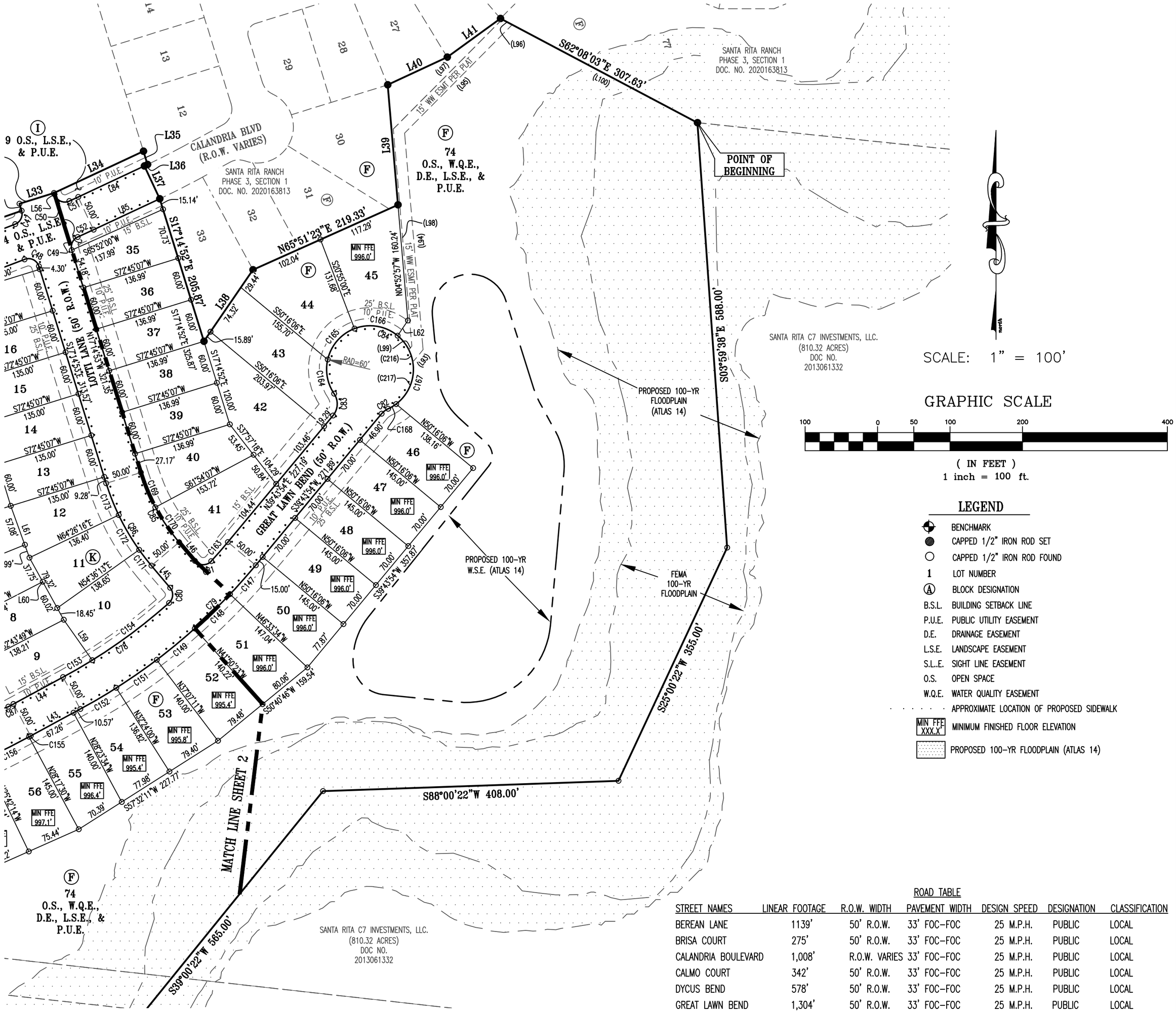


Carlson, Brigance & Doering, Inc.
FIRM ID #F3791 ◆ REG. # 10024900
Civil Engineering ◆ Surveying
5501 West William Cannon ◆ Austin, Texas 78749
Phone No. (512) 280-5160 ◆ Fax No. (512) 280-5165

J:\AC3D\5266\Survey\PLAT - SANTA RITA SECTION 3, PHASE 2

SANTA RITA RANCH PHASE 3, SECTION 2

FINAL PLAT



SCALE: 1" = 100'

GRAPHIC SCALE

100 0 50 100 200 400

(IN FEET)
1 inch = 100 ft.

LEGEND

- BENCHMARK
- CAPPED 1/2" IRON ROD SET
- CAPPED 1/2" IRON ROD FOUND
- 1 LOT NUMBER
- (A) BLOCK DESIGNATION
- B.S.L. BUILDING SETBACK LINE
- P.U.E. PUBLIC UTILITY EASEMENT
- D.E. DRAINAGE EASEMENT
- L.S.E. LANDSCAPE EASEMENT
- S.L.E. SIGHT LINE EASEMENT
- O.S. OPEN SPACE
- W.Q.E. WATER QUALITY EASEMENT
- APPROXIMATE LOCATION OF PROPOSED SIDEWALK
- MIN FFE XXX.X' MINIMUM FINISHED FLOOR ELEVATION
- PROPOSED 100-YR FLOODPLAIN (ATLAS 14)

ROAD TABLE

STREET NAMES	LINEAR FOOTAGE	R.O.W. WIDTH	PAVEMENT WIDTH	DESIGN SPEED	DESIGNATION	CLASSIFICATION
BEREAN LANE	1139'	50' R.O.W.	33' FOC-FOC	25 M.P.H.	PUBLIC	LOCAL
BRISA COURT	275'	50' R.O.W.	33' FOC-FOC	25 M.P.H.	PUBLIC	LOCAL
CALANDRIA BOULEVARD	1,008'	R.O.W. VARIES	33' FOC-FOC	25 M.P.H.	PUBLIC	LOCAL
CALMO COURT	342'	50' R.O.W.	33' FOC-FOC	25 M.P.H.	PUBLIC	LOCAL
DYCUS BEND	578'	50' R.O.W.	33' FOC-FOC	25 M.P.H.	PUBLIC	LOCAL
GREAT LAWN BEND	1,304'	50' R.O.W.	33' FOC-FOC	25 M.P.H.	PUBLIC	LOCAL
LENERA DRIVE	1,414'	R.O.W. VARIES	33' FOC-FOC	25 M.P.H.	PUBLIC	LOCAL
LOTTI LANE	602'	50' R.O.W.	33' FOC-FOC	25 M.P.H.	PUBLIC	LOCAL
MONROVIA COURT	383'	50' R.O.W.	33' FOC-FOC	25 M.P.H.	PUBLIC	LOCAL
POOLE LANE	678'	50' R.O.W.	33' FOC-FOC	25 M.P.H.	PUBLIC	LOCAL
TIERRA ROSA BOULEVARD	773'	64' R.O.W.	44' FOC-FOC	25 M.P.H.	PUBLIC	COLLECTOR
TOTAL	8,496'					

Line Table

Line #	Length	Direction
L1	143.79	N72°45'07"E
L2	50.00	N72°45'07"E
L3	5.90	S17°14'53"E
L4	67.31	N72°45'07"E
L5	69.38	N17°15'52"W
L6	79.81	S63°41'43"W
L7	110.00	S73°31'59"W
L8	50.00	S73°31'59"W
L9	110.00	S73°31'59"W
L10	161.63	N16°35'55"W
L11	194.61	N29°17'30"W
L12	37.19	N60°08'14"E
L13	118.19	N73°31'59"E
L14	135.16	N64°57'56"E
L15	152.05	S73°23'47"E
L16	106.59	N52°00'20"W
L17	21.09	N06°10'59"E
L18	93.72	N64°22'17"E
L19	167.12	N82°15'12"E
L20	188.84	S82°17'40"E
L21	125.33	S61°54'47"E
L22	132.71	S58°14'36"E

Line Table

Line #	Length	Direction
L23	107.14	N03°24'06"E
L24	107.59	N17°51'26"E
L25	10.99	N17°12'28"W
L26	25.19	N69°39'04"E
L27	6.73	S14°40'05"E
L28	70.69	N67°43'01"E
L29	155.25	S26°39'43"E
L30	21.21	S62°14'53"E
L31	135.08	N70°50'08"E
L32	10.09	N17°14'53"W
L33	50.00	N72°45'07"E
L34	136.26	N64°57'14"E
L35	19.14	S17°14'53"E
L36	4.84	S64°48'13"W
L37	50.00	S25°03'14"E
L38	119.65	N34°26'36"E
L39	166.13	N04°52'57"W
L40	90.59	N65°03'49"E
L41	90.78	N54°00'14"E
L42	61.41	S72°45'07"W
L43	77.83	S61°36'26"W
L44	77.83	N61°36'26"W

Line Table

Line #	Length	Direction
L45	39.93	N40°16'06"W
L46	33.79	S40°16'06"E
L47	44.10	N09°28'01"W
L48	50.00	N09°28'01"W
L49	45.83	S80°31'59"W
L50	51.73	S80°31'59"W
L51	84.26	N55°31'39"W
L52	97.12	N85°11'28"E
L53	71.25	S65°51'21"E
L54	14.26	S72°45'07"W
L55	85.67	N83°39'12"W
L56	1.92	N17°14'53"W
L57	61.85	N32°46'22"E
L58	61.85	N32°46'22"E
L59	68.33	S35°14'49"E
L60	97.78	S28°51'38"E
L61	76.07	S19°50'48"E
L62	25.32	N33°58'25"E
L63	32.94	S19°39'03"W
L64	57.55	N22°47'51"E
L65	51.43	S15°51'19"W
L66	51.43	S09°18'13"W

Line Table

Line #	Length	Direction
L67	51.45	S03°10'45"W
L68	44.15	N02°53'28"W
L69	31.73	N32°46'22"E
L70	50.00	N32°46'22"E
L71	125.00	N32°46'22"E
L72	17.25	S06°20'48"W
L73	65.57	N81°33'45"W
L74	44.18	N02°53'28"W
L75	38.00	N02°53'28"W
L76	20.67	S29°12'05"W
L77	101.17	N55°31'39"W
L78	62.86	N12°14'53"W
L79	5.63	N72°45'07"E
L80	61.41	N57°13'38"W
L82	149.21	N83°46'40"W
L83	50.00	N16°28'01"W
L84	100.85	N64°56'46"E
L85	100.85	N64°56'46"E
L86	91.78	S12°34'42"E
L87	160.30	N75°39'03"E

Easement Line Table

Line #	Length	Direction
(L88)	568.08	S83°39'12"E
(L89)	158.56	N83°39'12"W
(L90)	92.62	S06°20'48"W
(L91)	75.77	N06°20'48"E
(L92)	148.17	S83°39'12"E
(L93)	22.05	S39°43'54"W

Easement Line Table

Line #	Length	Direction
(L94)	299.97	S04°52'57"E
(L95)	210.80	S44°47'18"W
(L96)	15.68	N62°08'03"W
(L97)	213.18	N44°47'18"E
(L98)	300.76	N04°52'57"W
(L99)	6.49	N39°43'54"E

Easement Line Table

Line #	Length	Direction
(L100)	289.34	N62°08'03"W
(L101)	135.94	N02°53'28"W
(L102)	124.94	N58°14'36"W
(L103)	17.05	S03°24'06"W
(L104)	157.92	S86°40'33"E

SHEET NO. 3 OF 6

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FIRM ID #F3791 ◆ REG. # 10024900
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SANTA RITA RANCH PHASE 3, SECTION 2

FINAL PLAT

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C1	264.45	2032.00	N09°46'48"W	264.27	132.41	7°27'24"
C2	3.28	50.00	N29°03'37"E	3.28	1.64	3°45'46"
C3	21.03	25.00	N06°50'48"E	20.41	11.18	48°11'30"
C4	39.27	25.00	S62°14'53"E	35.36	25.00	90°00'00"
C5	42.72	1475.00	N71°55'20"E	42.71	21.36	1°39'33"
C6	212.08	1968.00	S14°09'39"E	211.98	106.14	6°10'28"
C7	23.56	15.00	S28°31'59"W	21.21	15.00	90°00'00"
C8	23.56	15.00	N61°28'01"W	21.21	15.00	90°00'00"
C9	59.28	60.00	N73°31'59"E	56.89	32.31	56°36'17"
C10	18.67	50.00	N27°17'57"E	18.56	9.44	21°23'27"
C11	41.45	475.00	S11°58'01"E	41.44	20.74	5°00'00"
C11	205.13	500.00	N29°00'04"W	203.69	104.03	23°30'21"
C12	45.81	525.00	S11°58'01"E	45.80	22.92	5°00'00"
C13	21.03	25.00	N33°33'42"W	20.41	11.18	48°11'23"
C14	39.27	25.00	S35°31'59"W	35.36	25.00	90°00'00"
C15	162.65	50.00	S35°31'59"W	99.85	897.21	186°22'46"
C16	295.25	385.00	N77°29'50"W	288.07	155.31	43°56'22"
C17	256.91	335.00	N77°29'50"W	250.66	135.14	43°56'22"
C18	360.39	695.00	S70°22'58"E	356.37	184.35	29°42'39"
C19	305.58	505.00	S72°51'45"E	300.94	157.63	34°40'13"
C20	24.27	15.00	N43°27'20"E	21.71	15.72	92°41'36"
C21	21.56	15.00	N44°03'53"W	19.75	13.12	82°20'50"
C22	23.87	15.00	S42°41'46"W	21.43	15.31	91°10'27"
C23	25.31	15.00	S51°13'47"E	22.41	16.86	96°40'38"
C24	36.65	25.00	N49°30'17"W	33.45	22.51	83°59'15"
C25	271.49	60.00	S38°07'36"W	92.43	72.46	259°15'01"
C26	22.17	275.00	N05°12'04"W	22.17	11.09	4°37'12"
C27	53.08	325.00	N07°34'10"W	53.02	26.60	9°21'25"
C28	67.69	505.00	N76°35'31"E	67.64	33.90	7°40'47"
C29	188.40	695.00	N80°31'03"E	187.82	94.78	15°31'53"
C30	23.56	15.00	N27°45'07"E	21.21	15.00	90°00'00"
C31	23.56	15.00	S62°14'53"E	21.21	15.00	90°00'00"
C32	23.56	15.00	S27°45'07"W	21.21	15.00	90°00'00"
C33	23.56	15.00	N62°14'53"W	21.21	15.00	90°00'00"
C34	23.56	15.00	N28°31'59"E	21.21	15.00	90°00'00"
C35	202.31	564.00	N27°31'28"W	201.23	102.26	20°33'09"
C36	23.56	15.00	N62°14'53"W	21.21	15.00	90°00'00"
C37	23.56	15.00	N27°45'07"E	21.21	15.00	90°00'00"
C38	23.56	15.00	S62°14'53"E	21.21	15.00	90°00'00"
C39	23.56	15.00	S27°45'07"W	21.21	15.00	90°00'00"
C40	51.37	325.00	N68°13'25"E	51.32	25.74	9°03'24"
C41	23.56	15.00	N27°45'07"E	21.21	15.00	90°00'00"
C42	23.56	15.00	S62°14'53"E	21.21	15.00	90°00'00"
C43	25.93	15.00	N66°46'35"W	22.82	17.58	99°03'24"
C44	23.56	15.00	S27°45'07"W	21.21	15.00	90°00'00"
C45	117.65	1625.00	N70°40'40"E	117.62	58.85	4°08'53"
C46	119.88	1575.00	N70°34'17"E	119.86	59.97	4°21'40"
C47	22.42	15.00	N25°34'17"E	20.39	13.90	85°38'20"
C48	24.65	15.00	N64°19'20"W	21.97	16.13	94°08'53"
C49	21.74	15.00	S24°16'25"W	19.89	13.28	83°02'37"
C50	25.48	15.00	S65°54'20"E	22.52	17.05	97°18'54"
C51	13.49	1575.00	N65°11'29"E	13.49	6.75	0°29'27"
C52	24.09	1625.00	N65°22'15"E	24.09	12.05	0°50'58"
C53	236.33	275.00	N81°50'50"W	229.13	126.02	49°14'23"
C54	191.50	325.00	N74°06'28"W	188.75	98.62	33°45'40"
C55	20.03	15.00	S52°43'40"E	18.58	11.83	76°31'18"
C56	23.56	15.00	N12°13'38"W	21.21	15.00	90°00'00"
C57	23.56	15.00	S77°46'22"W	21.21	15.00	90°00'00"
C58	31.81	25.00	S03°40'34"E	29.71	18.46	72°53'51"
C59	12.25	25.00	N46°48'24"E	12.12	6.25	28°04'05"
C60	294.23	60.00	S79°38'31"E	76.36	49.49	280°57'56"
C61	20.99	15.00	N17°08'07"W	19.32	12.63	80°11'03"
C62	120.94	775.00	S18°29'11"W	120.82	60.59	8°56'28"
C63	230.61	725.00	S23°39'38"W	229.64	116.29	18°13'28"
C64	24.60	15.00	N75°47'18"E	21.94	16.08	93°58'08"
C65	53.69	775.00	S30°47'18"W	53.68	26.85	3°58'08"
C66	202.30	325.00	N14°56'27"E	199.05	104.55	35°39'50"
C67	171.17	275.00	N14°56'27"E	168.42	88.46	35°39'50"
C68	91.83	525.00	S22°15'32"E	91.71	46.03	10°01'18"

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C69	83.08	475.00	S22°15'32"E	82.98	41.65	10°01'18"
C70	24.17	15.00	N18°53'44"E	21.64	15.62	92°19'52"
C71	23.77	15.00	S72°40'28"E	21.36	15.21	90°48'33"
C72	155.27	1475.00	N68°04'37"E	155.20	77.71	6°01'53"
C73	296.63	1525.00	N67°10'47"E	296.16	148.78	11°08'41"
C76	21.03	25.00	S48°39'25"W	20.41	11.18	48°11'23"
C77	159.36	50.00	S64°07'46"E	99.97	2189.25	182°37'00"
C78	179.02	775.00	N54°59'23"E	178.63	89.91	13°14'07"
C79	314.98	825.00	N50°40'10"E	313.08	159.43	21°52'32"
C80	23.21	15.00	N04°03'07"E	20.96	14.65	88°38'25"
C81	25.50	15.00	S88°58'26"E	22.54	17.08	97°24'41"
C82	11.26	25.00	S52°37'46"W	11.16	5.72	25°47'44"
C83	32.28	25.00	N02°44'46"E	30.08	18.83	73°58'17"
C84	292.97	60.00	N74°21'22"W	77.32	50.55	279°46'01"
C85	110.49	275.00	S28°45'29"E	109.75	56.00	23°01'12"
C86	130.58	325.00	S28°45'29"E	129.70	66.18	23°01'12"
C87	8.08	1475.00	N61°45'51"E	8.08	4.04	0°18'49"
C88	10.62	325.00	S74°28'11"W	10.62	5.31	1°52'23"
C89	11.17	60.00	N73°38'00"W	11.15	5.60	10°40'03"
C90	57.11	60.00	N41°01'58"W	54.98	30.92	54°32'01"
C91	61.78	60.00	N15°43'57"E	59.09	33.94	58°59'48"
C92	23.56	15.00	S61°28'01"E	21.21	15.00	90°00'00"
C93	61.78	60.00	S48°39'59"E	59.09	33.94	58°59'48"
C94	49.30	60.00	S04°22'20"W	47.93	26.14	47°04'50"
C95	6.53	25.00	S20°25'43"W	6.51	3.28	14°58'04"
C96	12.83	25.00	S01°45'40"E	12.69	6.56	29°24'43"
C97	26.00	50.00	N42°45'40"W	25.71	13.30	29°47'27"
C98	38.81	50.00	N05°37'52"W	37.84	20.44	44°28'11"
C99	27.27	25.00	N47°43'01"W	25.94	15.17	62°30'00"
C100	33.98	50.00	N57°27'57"E	33.33	17.68	38°56'33"
C101	45.19	50.00	S77°10'12"E	43.67	24.27	51°47'09"
C102	10.07	25.00	S62°49'15"E	10.01	5.11	23°05'14"
C103	10.95	25.00	S86°54'57"E	10.87	5.57	25°06'08"
C104	40.93	385.00	N83°34'44"E	40.91	20.49	6°05'29"
C105	46.98	385.00	S89°52'47"E	46.95	23.52	6°59'30"
C106	46.98	385.00	S82°53'17"E	46.95	23.52	6°59'30"
C107	46.98	385.00	S75°53'47"E	46.95	23.52	6°59'30"
C108	46.98	385.00	S68°54'17"E	46.95	23.52	6°59'30"
C109	46.98	385.00	S61°54'47"E	46.95	23.52	6°59'30"
C110	19.42	385.00	S56°58'21"E	19.42	9.71	2°53'23"
C111	64.60	335.00	N61°03'05"W	64.50	32.40	11°02'52"
C112	71.72	335.00	N72°42'30"W	71.58	36.00	12°15'58"
C113	71.72	335.00	N84°58'28"W	71.58	36.00	12°15'58"
C114	48.88	335.00	S84°42'46"W	48.83	24.48	8°21'34"
C115	35.13	505.00	S57°31'13"E	35.12	17.57	3°59'08"
C116	62.39	505.00	S63°03'07"E	62.35	31.23	7°04'41"
C117	97.19	505.00	S72°06'17"E	97.04	48.75	11°01'38"
C118	110.87	505.00	S83°54'29"E	110.65	55.66	12°34'46"
C119	10.48	25.00	N19°31'29"W	10.41	5.32	24°01'38"
C120	26.16	25.00	N61°31'06"W	24.98	14.42	59°57'37"
C121	73.79	60.00	N56°16'05"W	69.22	42.37	70°27'39"
C122	33.43	60.00	N05°04'32"W	33.00	17.16	31°55'27"
C123	33.43	60.00	N26°50'54"E	33.00	17.16	31°55'27"
C124	33.43	60.00	N58°46'21"E	33.00	17.16	31°55'27"
C125	33.43	60.00	S89°18'13"E	33.00	17.16	31°55'27"
C126	33.43	60.00	S57°22'46"E	33.00	17.16	31°55'27"
C127	30.55	60.00	S26°49'58"E	30.22	15.61	29°10'10"
C128	18.58	325.00	S10°36'37"E	18.58	9.29	3°16'33"
C129	34.49	325.00	S05°55'54"E	34.48	17.26	6°04'52"
C130	98.61	695.00	N81°10'25"W	98.52	49.39	8°07'44"
C131	48.70	695.00	N75°06'06"W	48.69	24.36	4°00'54"
C132	48.27	695.00	N71°06'16"W	48.26	24.15	3°58'47"
C133	48.27	695.00	N67°07'29"W	48.26	24.15	3°58'47"
C134	48.27	695.00	N63°08'42"W	48.26	24.15	3°58'47"
C135	48.27	695.00	N59°09'55"W	48.26	24.15	3°58'47"
C136	19.99	695.00	N56°21'05"W	19.99	10.00	1°38'53"
C137	32.06	525.00	N12°43'03"W	32.05	16.03	3°29'55"
C138	13.76	525.00	N10°13'03"W	13.76	6.88	1°30'05"
C139	2.37	15.00	N21°46'35"W	2.37	1.19	9°03'24"

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C140	23.56	15.00	N71°18'17"W	21.21	15.00	90°00'00"
C141	37.37	525.00	N25°13'51"W	37.36	18.69	4°04'42"
C142	54.46	525.00	N20°13'11"W	54.44	27.25	5°56'37"
C143	46.25	50.00	S51°03'42"W	44.62	24.93	52°59'57"
C144	41.67	50.00	N78°33'46"W	40.48	22.13	47°45'06"
C145	71.44	50.00	N13°45'15"W	65.52	43.36	81°51'57"
C146	300.42	60.00	S64°28'22"W	71.48	44.50	286°52'46"
C147	53.40	825.00	S41°35'10"W	53.39	26.71	3°42'32"
C148	67.96	825.00	S45°48'02"W	67.94	34.00	4°43'11"
C149	67.96	825.00	S50°31'13"W	67.94	34.00	4°43'11"
C150	19.36	25.00	S05°43'22"W	18.88	10.20	44°22'46"
C151	67.96	825.00	S55°14'24"W	67.94	34.00	4°43'11"
C152	57.70	825.00	S59°36'13"W	57.69	28.86	4°00'26"
C153	46.65	775.00	N59°52'58"E	46.64	23.33	3°26'56"
C154	132.37	775.00	N53°15'55"E	132.21	66.35	9°47'11"
C155	2.69	1525.00	S61°39'28"W	2.69	1.35	0°06'04"
C156	68.88	1525.00	S63°00'08"W	68.87	34.44	2°35'16"
C157	68.88	1525.00	S65°35'24"W	68.87	34.44	2°35'16"
C158	68.88	1525.00	S68°10'40"W	68.87	34.44	2°35'16"
C159	68.88	1525.00	S70°45'56"W	68.87	34.44	2°35'16"
C160	18.43	1525.00	S72°24'21"W	18.43	9.21	0°41'33"
C161	23.53	15.00	N30°28'11"E	21.19	14.97	89°52'23"
C163	35.01	775.00	N41°01'34"E	35.01	17.51	2°35'19"
C164	49.47	60.00	N10°37'07"W	48.08	26.24	47°14'31"
C165	58.72	60.00	N41°02'23"E	56.41	31.95	56°04'28"
C166	63.17	60.00	S80°45'49"E	60.29	34.86	60°19'07"
C167	108.61	60.00	S01°15'18"W	94.38	76.41	103°43'08"
C168	13.00	60.00	S59°19'15"W	12.97	6.52	12°24'46"
C169	52.08	275.00	S22°40'23"E	52.00	26.12	10°51'00"
C170	58.41	275.00	S34°10'59"E	58.30	29.32	12°10'12"
C171	27.63	325.00	N37°49'56"W	27.63	13.83	4°52'19"
C172	55.78	325.00	N30°28'45"W	55.71	27.96	9°50'03"
C173	47.16	325.00	N21°24'19"W	47.12	23.62	8°18'51"
C174	38.66	475.00	S19°34'47"E	38.65	19.34	4°39'48"
C175	44.42	475.00	S24°35'26"E	44.41	22.23	5°21'30"
C176	17.23	60.00	S31°53'51"E	17.17	8.68	16°27'17"
C177	129.88	60.00	S38°20'39"W	105.97	112.91	124°01'41"
C178	91.61	60.00	N35°54'03"W	82.97	57.42	87°28'55"
C179	39.93	60.00	N26°54'25"E	39.20	20.74	38°08'01"
C180	15.57	60.00	N53°24'26"E	15.53	7.83	14°52'02"
C181	48.84	275.00	N62°18'56"W	48.78	24.49	10°10'36"
C182	108.19	275.00	N78°40'29"W	107.49	54.80	22°32'29"
C183	79.30	275.00	S81°47'38"W	79.02	39.93	16°31'17"
C184	39.56	325.00	S87°30'04"E	39.54	19.81	6°58'29"
C185	46.47	325.00	S79°55'04"E	46.43	23.27	8°11'32"
C186	46.47	325.00	S71°43'32"E	46.43	23.27	8°11'32"
C187	46.47	325.00	S63°32'01"E	46.43	23.27	8°11'32"
C188	12.54	325.00	S58°19'57"E	12.54	6.27	2°12'37"
C189	34.00	775.00	N30°03'38"E	34.00	17.00	2°30'50"
C190	19.68	775.00	N32°02'42"E	19.68	9.84	1°27'19"
C191	13.81	275.00	N31°20'04"E	13.81	6.91	2°52'36"
C192	62.99	275.00	N23°20'01"E	62.86	31.64	13°07'29"
C193	47.05	275.00	N11°52'09"E	47.00	23.58	9°48'14"
C194	47.32	275.00	N02°02'17"E	47.26	23.72	9°51'30"
C195	13.43	325.00	S01°42'27"E	13.43	6.71	2°22'02"
C196	37.16	325.00	S02°45'07"W	37.14	18.60	6°33'06"
C197	37.16	325.00	S09°18'13"W	37.14	18.60	6°33'06"
C198	37.16	325.00	S15°51'19"W	37.14	18.60	6°33'06"
C199	41.59	325.00	S22°47'51"W	41.57	20.83	7°19'59"
C200	35.79	325.00	S29°37'06"W	35.77	17.91	6°18'31"
C201	31.90	725.00	S31°30'45"W	31.89	15.95	2°31'15"
C202	46.92	725.00	S28°23'53"W	46.91	23.47	3°42'30"
C203	46.56	725.00	S24°42'14"W	46.55	23.29	3°40'47"
C204	69.73	725.00	S20°06'32"W	69.70	34.89	5°30'37"
C205	35.50	725.00	S15°57'03"W	35.50	17.75	2°48'20"
C206	49.98	775.00	N15°51'48"E	49.97	25.00	3°41'42"
C207	38.75	775.00	N19°08'36"E	38.75	19.38	2°51'54"
C208	32.21	775.00	N21°45'59"E	32.20	16.11	2°22'52"

Easement Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
(C209)	19.53	15.00	S52°30'20"W	18.18	11.43	74°35'36"
(C210)	145.15	505.00	N81°57'49"W	144.65	73.08	16°28'05"
(C211)	15.18	725.00	N15°08'53"E	15.18	7.59	1°11'58"
(C214)	15.69	2032.00	N10°43'46"W	15.69	7.85	0°26'33"

Easement Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
(C215)	15.17	50.00	N89°18'28"E	15.11	7.64	17°23'09"
(C216)	17.77	60.00	S18°10'26"E	17.71	8.95	16°58'12"
(C217)	65.77	60.00	S21°42'46"W	62.52	36.63	62°48'12"
(C218)	15.74	1968.00	N11°18'10"W	15.74	7.87	0°27'30"

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J:\AC3D\5266\Survey\PLAT – SANTA RITA SECTION 3, PHASE 2

SANTA RITA RANCH PHASE 3, SECTION 2
FINAL PLAT

FIELD NOTES

BEING ALL OF THAT CERTAIN 61.158 ACRE TRACT OF LAND SITUATED IN THE GREENLEAF FISK SURVEY, ABSTRACT NUMBER 5, SITUATED IN WILLIAMSON COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED AS BEING A PORTION OF A CALLED 155.03 ACRE TRACT OF LAND CONVEYED TO SANTA RITA KC, LLC., IN DOCUMENT NUMBER 2020084484, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 61.158 ACRE TRACT OF LAND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, AT A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" AT A SOUTHERN CORNER OF LOT 77, BLOCK F, SANTA RITA RANCH, PHASE 3, SECTION 1, A SUBDIVISION RECORDED IN DOCUMENT NUMBER 2020163813, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, BEING AT A SOUTHERN INTERIOR CORNER OF SAID 155.03 ACRE TRACT OF LAND, FOR A NORTHEASTERN CORNER AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT,

THENCE, WITH THE SOUTHEASTERN LINE OF SAID 155.03 ACRE TRACT OF LAND, AND OVER AND ACROSS A CALLED 810.32 ACRE TRACT OF LAND CONVEYED TO SANTA RITA C7 INVESTMENTS, LLC. IN DOCUMENT NUMBER 2013061332, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, THE FOLLOWING SIX (6) COURSES AND DISTANCES, NUMBERED 1 THROUGH 6,

1) S03°59'38"E, A DISTANCE OF 588.00 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
2) S25°00'22"W, A DISTANCE OF 355.00 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
3) S88°00'22"W, A DISTANCE OF 408.00 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
4) S39°00'22"W, A DISTANCE OF 565.00 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
5) N89°59'38"W, A DISTANCE OF 260.00 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER, AND
6) N70°59'38"W, A DISTANCE OF 335.60 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER AT THE BEGINNING OF A CURVE TO THE LEFT,

THENCE, OVER AND ACROSS SAID 155.03 ACRE TRACT, THE FOLLOWING FORTY-TWO (42) COURSES AND DISTANCES, NUMBERED 1 THROUGH 42,

1) ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 2032.00 FEET, AN ARC LENGTH OF 264.45 FEET, AND A CHORD THAT BEARS N09°46'48"W, A DISTANCE OF 264.27 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
2) N72°45'07"E, A DISTANCE OF 143.79 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER AT THE BEGINNING OF A CURVE TO THE RIGHT,
3) ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 50.00 FEET, AN ARC LENGTH OF 3.28 FEET, AND A CHORD THAT BEARS N29°03'37"E, A DISTANCE OF 3.28 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER AT THE BEGINNING OF A CURVE TO THE LEFT,
4) ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET, AN ARC LENGTH OF 21.03 FEET, AND A CHORD THAT BEARS N06°50'48"E, A DISTANCE OF 20.41 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
5) N72°45'07"E, A DISTANCE OF 50.00 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
6) S17°14'53"E, A DISTANCE OF 5.90 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER AT THE BEGINNING OF A CURVE TO THE LEFT,
7) ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET, AN ARC LENGTH OF 39.27 FEET, AND A CHORD THAT BEARS S62°14'53"E, A DISTANCE OF 35.36 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
8) N72°45'07"E, A DISTANCE OF 67.31 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER AT THE BEGINNING OF A CURVE TO THE LEFT,
9) ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 1475.00 FEET, AN ARC LENGTH OF 42.72 FEET, AND A CHORD THAT BEARS N71°55'20"E, A DISTANCE OF 42.71 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
10) N17°15'52"W, A DISTANCE OF 69.38 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
11) N17°14'53"W, A DISTANCE OF 492.56 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
12) S63°41'43"W, A DISTANCE OF 79.81 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
13) S72°45'07"W, A DISTANCE OF 320.36 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
14) S17°14'53"E, A DISTANCE OF 407.46 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER AT THE BEGINNING OF A CURVE TO THE RIGHT,
15) ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 1968.00 FEET, AN ARC LENGTH OF 212.08 FEET, AND A CHORD THAT BEARS S14°09'39"E, A DISTANCE OF 211.98 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
16) N83°39'12"W, A DISTANCE OF 1052.67 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
17) N83°46'40"W, A DISTANCE OF 149.21 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
18) N16°28'01"W, A DISTANCE OF 329.39 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
19) S73°31'59"W, A DISTANCE OF 110.00 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER AT THE BEGINNING OF A CURVE TO THE LEFT,
20) ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 23.56 FEET, AND A CHORD THAT BEARS S28°31'59"W, A DISTANCE OF 21.21 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
21) S73°31'59"W, A DISTANCE OF 50.00 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER AT THE BEGINNING OF A CURVE TO THE LEFT,
22) ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 23.56 FEET, AND A CHORD THAT BEARS N61°28'01"W, A DISTANCE OF 21.21 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
23) S73°31'59"W, A DISTANCE OF 110.00 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
24) N16°28'01"W, A DISTANCE OF 50.00 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
25) N16°35'55"W, A DISTANCE OF 161.63 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
26) N29°17'30"W, A DISTANCE OF 194.61 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
27) N60°08'14"E, A DISTANCE OF 37.19 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
28) N73°31'59"E, A DISTANCE OF 118.19 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER AT THE BEGINNING OF A CURVE TO THE RIGHT,
29) ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 60.00 FEET, AN ARC LENGTH OF 59.28 FEET, AND A CHORD THAT BEARS N73°31'59"E, A DISTANCE OF 56.89 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
30) N64°57'56"E, A DISTANCE OF 135.16 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
31) S73°23'47"E, A DISTANCE OF 152.05 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER AT THE BEGINNING OF A CURVE TO THE RIGHT,
32) ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 50.00 FEET, AN ARC LENGTH OF 18.67 FEET, AND A CHORD THAT BEARS N27°17'57"E, A DISTANCE OF 18.56 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
33) N52°00'20"W, A DISTANCE OF 106.59 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
34) N06°10'59"E, A DISTANCE OF 21.09 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
35) N64°22'17"E, A DISTANCE OF 93.72 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
36) N82°15'12"E, A DISTANCE OF 167.12 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
37) S82°17'40"E, A DISTANCE OF 188.84 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
38) S61°54'47"E, A DISTANCE OF 125.33 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
39) S58°14'36"E, A DISTANCE OF 132.71 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
40) N03°24'06"E, A DISTANCE OF 107.14 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
41) N17°51'26"E, A DISTANCE OF 107.59 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER, AND
42) N72°45'06"E, PASSING THE SOUTHERNMOST CORNER OF A CALLED 1.00 ACRE TRACT OF LAND CONVEYED TO JEFFERY A BOW, SR., ET AL, IN DOCUMENT NUMBER 2020005537, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND CONTINUING FOR A TOTAL DISTANCE OF 310.75 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,

THENCE, CONTINUING OVER AND ACROSS SAID 155.03 ACRE TRACT AND WITH THE EAST LINE OF SAID 1.00 ACRE TRACT OF LAND, THE FOLLOWING TWO (2) COURSES AND DISTANCES, NUMBERED 1 AND 2,

1) N17°12'28"W, A DISTANCE OF 10.99 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER AT THE BEGINNING OF A CURVE TO THE LEFT, AND
2) ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 500.00 FEET, AN ARC LENGTH OF 205.13 FEET, AND A CHORD THAT BEARS N29°00'04"W, A DISTANCE OF 203.69 FEET TO A 1/2 INCH IRON ROD FOUND AT THE NORTHERNMOST CORNER OF SAID 1.00 ACRE TRACT, BEING AT THE EASTERNMOST CORNER OF LOT 41, BLOCK B, SANTA RITA RANCH, PHASE 1, SECTION 20A, A SUBDIVISION RECORDED IN DOCUMENT NUMBER 2019018254, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAME BEING AT THE WESTERN TERMINUS OF TIERRA ROSA BOULEVARD (64' R.O.W.),

THENCE, WITH THE COMMON LINE OF SAID 155.03 ACRE TRACT AND SAID SANTA RITA RANCH, PHASE 1, SECTION 20A, THE FOLLOWING THREE (3) COURSES AND DISTANCES, NUMBERED 1 THROUGH 3,

1) N69°39'04"E, A DISTANCE OF 25.19 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER,
2) S14°40'05"E, A DISTANCE OF 6.73 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER, AND
3) N67°43'01"E, A DISTANCE OF 70.69 FEET TO A 1/2 INCH IRON ROD FOUND IN THE SOUTHEAST LINE OF LOT 1A, BLOCK C, OF SAID SANTA RITA RANCH, PHASE 1, SECTION 20A, BEING IN THE NORTHWEST LINE OF SAID 155.03 ACRE TRACT,

THENCE, OVER AND ACROSS SAID 155.03 ACRE TRACT, THE FOLLOWING EIGHT (8) COURSES AND DISTANCES, NUMBERED 1 THROUGH 8,

1) S26°39'43"E, A DISTANCE OF 155.25 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE",
2) S17°14'53"E, A DISTANCE OF 485.00 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE",
3) S62°14'53"E, A DISTANCE OF 21.21 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE",
4) N72°45'07"E, A DISTANCE OF 625.00 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE",
5) N70°50'08"E, A DISTANCE OF 135.08 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE",
6) N17°14'53"W, A DISTANCE OF 10.09 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE",
7) N72°45'07"E, A DISTANCE OF 50.00 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE", AND
8) N64°57'14"E, A DISTANCE OF 136.26 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" IN THE SOUTHWEST LINE OF LOT 12, BLOCK I, OF SAID SANTA RITA RANCH, PHASE 3, SECTION 1,

THENCE, CONTINUING OVER AND ACROSS SAID 155.03 ACRE TRACT, AND WITH THE WESTERN AND SOUTHERN LINES OF SAID SANTA RITA RANCH, PHASE 3, SECTION 1, THE FOLLOWING TEN (10) COURSES AND DISTANCES, NUMBERED 1 THROUGH 10,

1) S17°14'53"E, A DISTANCE OF 19.14 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER,
2) S64°48'13"W, A DISTANCE OF 4.84 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER,
3) S25°03'14"E, A DISTANCE OF 50.00 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER,
4) S17°14'52"E, A DISTANCE OF 205.87 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER,
5) N34°26'36"E, A DISTANCE OF 119.65 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER,
6) N65°51'23"E, A DISTANCE OF 219.33 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER,
7) N04°52'57"W, A DISTANCE OF 166.13 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER,
8) N65°03'49"E, A DISTANCE OF 90.59 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER,
9) N54°00'14"E, A DISTANCE OF 90.78 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER, AND
10) S62°08'03"E, A DISTANCE OF 307.63 FEET TO THE POINT OF BEGINNING AND CONTAINING 61.158 ACRES OF LAND.

GENERAL:

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

DRAINAGE AND FLOODPLAIN:

1. EXCEPT IN CERTAIN ISOLATED AREAS REQUIRED TO MEET ACCESSIBILITY REQUIREMENTS, THE MINIMUM LOWEST 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.
2. A DE FACTO CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS EXCEPT LOTS 45-62, BLOCK F AND LOTS 46-56, BLOCK B WITHIN THIS SUBDIVISION. THIS CERTIFICATE IS VALID UNTIL SUCH TIME AS FEMA REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS AREA.
3. THE PROPOSED 100-YR FLOODPLAIN BOUNDARY PER ATLAS 14 SHOWN ON THE PLAT WAS DETERMINED BY A STUDY PREPARED BY CALRSON, BRIGANCE & DOERING, INC., DATED JANUARY 20, 2021. THE FEMA 100-YR FLOODPLAIN SHOWN ON THE PLAT WAS TAKEN FROM THE FEMA FIRM No. 48491C0275E, EFFECTIVE SEPTEMBER 26, 2008, AND THE FEMA L.O.M.R. No 16-06-0501P, EFFECTIVE MARCH 2, 2017. THE MINIMUM FINISHED FLOOR ELEVATIONS SHOWN ON THE PLAT WERE DETERMINED BY ADDING ONE (1) FOOT TO EITHER THE BASE FLOOD ELEVATION OF THE PROPOSED 100-YR FLOODPLAIN BOUNDARY PER ATLAS 14, OR BY ADDING ONE (1) FOOT TO THE 100-YR WATER SURFACE ELEVATION OF THE WATER QUALITY/DETENTION POND DETERMINED BY A STUDY PREPARED BY CARLSON, BRIGANCE & DOERING, INC. DATED JANUARY 20, 2021.
4. THIS SUBDIVISION IS SUBJECT TO STORM-WATER MANAGEMENT CONTROLS AS REQUIRED BY WILLIAMSON COUNTY SUBDIVISION REGULATIONS, SECTION B11.1, ON NEW DEVELOPMENT THAT WOULD EVOKE SUCH CONTROLS BEYOND EXISTING CONDITIONS.
5. MAINTENANCE RESPONSIBILITY FOR DRAINAGE WILL NOT BE ACCEPTED BY THE COUNTY OTHER THAN THAT ACCEPTED IN CONNECTION WITH DRAWING OR PROTECTING THE ROAD SYSTEM. MAINTENANCE RESPONSIBILITY FOR STORM WATER MANAGEMENT CONTROLS WILL REMAIN WITH THE OWNER.

WATER AND WASTEWATER:

1. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO AN APPROVED PUBLIC SEWER SYSTEM.
2. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL WATER SATISFACTORY FOR HUMAN CONSUMPTION IS AVAILABLE FROM A SOURCE IN ADEQUATE AND SUFFICIENT SUPPLY.
3. WATER SERVICE IS PROVIDED BY: WILLIAMSON COUNTY MUD 19B / GEORGETOWN UTILITY SYSTEMS
4. WASTEWATER SERVICE IS PROVIDED BY: WILLIAMSON COUNTY MUD 19B / CITY OF LIBERTY HILL
5. ELECTRIC SERVICE IS PROVIDED BY: PEC

ROADWAY AND RIGHT-OF-WAY:

1. IN APPROVING THIS PLAT BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL ROADS, AND OTHER PUBLIC THOROUGHFARES AND ANY BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IS THE RESPONSIBILITY OF THE OWNER(S) OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS. SAID COMMISSIONERS COURT ASSUMES NO OBLIGATION TO BUILD ANY OF THE ROADS, OR PUBLIC THOROUGHFARES SHOWN ON THIS PLAT, OR OF CONSTRUCTING ANY OF THE BRIDGES OR DRAINAGE IMPROVEMENTS IN CONNECTION THEREWITH. THE COUNTY WILL ASSUME NO RESPONSIBILITY FOR DRAINAGE WAYS OR EASEMENTS IN THE SUBDIVISION, OTHER THAN THOSE DRAINING OR PROTECTING THE ROAD SYSTEM.
2. SIDEWALKS SHALL BE MAINTAINED BY THE HOMEOWNERS' ASSOCIATION.
3. DRIVEWAY ACCESS TO LOTS WITHIN THIS SUBDIVISION FROM SIDE STREETS IS PROHIBITED.
4. IMPROVEMENTS WITHIN THE COUNTY ROAD RIGHT-OF-WAY INCLUDING, BUT NOT LIMITED TO LANDSCAPING, IRRIGATION, LIGHTING, CUSTOM SIGNS, ARE PROHIBITED WITHOUT FIRST OBTAINING AN EXECUTED LICENSE AGREEMENT WITH WILLIAMSON COUNTY.
5. NO CONSTRUCTION, PLANTING OR GRADING SHALL BE PERMITTED TO INTERFERE WITH SIGHT EASEMENTS BETWEEN THE HEIGHTS OF THREE AND EIGHT FEET AS MEASURED FROM THE CROWNS OF THE ADJACENT STREETS.
6. THE OWNER SHALL CREATE A MANDATORY HOMEOWNERS' ASSOCIATION THAT SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND LIABILITY OF ANY LANDSCAPING, IRRIGATION, SIDEWALKS, ILLUMINATION, SUBDIVISION IDENTIFICATION SIGNS, WATER QUALITY FEATURES, ETC. PLACED WITHIN THE WILLIAMSON COUNTY RIGHT-OF-WAY. THIS ASSOCIATION SHALL HAVE ASSESSMENT AUTHORITY TO ENSURE THE PROPER FUNDING FOR MAINTENANCE.
7. A PUBLIC UTILITY EASEMENT 10 FEET WIDE IS HEREBY DEDICATED ADJACENT TO ALL STREET RIGHT-OF-WAY.

Carlson, Brigance & Doering, Inc.
FIRM ID #F3791 ◆ REG. # 10024900
Civil Engineering ◆ Surveying
5501 West William Cannon ◆ Austin, Texas 78749
Phone No. (512) 280-5160 ◆ Fax No. (512) 280-5165

SANTA RITA RANCH PHASE 3, SECTION 2
FINAL PLAT

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

I, JAMES EDWARD HORNE, VICE PRESIDENT OF, SANTA RITA KC, LLC, OWNER OF THAT CALLED 155.03 ACRE TRACT OF LAND CONVEYED TO SANTA RITA KC, LLC., IN DOCUMENT NUMBER 2020084484, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DO HEREBY SUBDIVIDE SAID 61.158 ACRE TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY CERTIFY THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE. THIS SUBDIVISION IS TO BE KNOWN AS:

"SANTA RITA RANCH PHASE 3, SECTION 2 FINAL PLAT"

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 9th DAY OF September, 20 21.

SANTA RITA KC, LLC,
A TEXAS LIMITED LIABILITY COMPANY

BY: MREM TEXAS MANGER, LLC, A DELAWARE LIMITED LIABILITY COMPANY, ITS MANAGER

BY: _____
JAMES EDWARD HORNE, VICE PRESIDENT
1700 CROSS CREEK LANE, STE. 100
LIBERTY HILL, TX 78642

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

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED JAMES EDWARD HORNE, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT OF WRITING, AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE 9th DAY OF September, 2021 A.D.

_____
NOTARY PUBLIC IN AND FOR WILLIAMSON COUNTY, TEXAS

SUSAN O MARTIN
Notary Public, State of Texas
My Commission Expires
November 07, 2023
NOTARY ID 1042593-4

THIS FLOOD STATEMENT, AS DETERMINED BY A H.U.D.-F.I.A. FLOOD INSURANCE RATE MAP, DOES NOT IMPLY THAT THE PROPERTY OR THE IMPROVEMENTS THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. ON RARE OCCASIONS, GREATER FLOODS CAN AND WILL OCCUR, AND FLOOD HEIGHTS MAY INCREASE BY MAN-MADE OR NATURAL CAUSES.

THIS STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF ENGINEER OR SURVEYOR.

STATE OF TEXAS:

COUNTY OF WILLIAMSON:

A PORTION OF THIS TRACT IS WITHIN THE 100 YEAR FLOOD PLAIN AS SHOWN ON FLOOD INSURANCE RATE COMMUNITY PANEL #48491C0275E, EFFECTIVE SEPTEMBER 26, 2008 FOR WILLIAMSON COUNTY, TEXAS.

I, STEVEN P. CATES, P.E., AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS, TO PRACTICE THE PROFESSION OF ENGINEERING, AND HEREBY CERTIFY THAT THIS SUBDIVISION PLAT COMPLIES WITH THE REQUIREMENTS OF WILLIAMSON COUNTY.

ENGINEERING BY: _____ 9/21/2021
STEVEN P. CATES, P.E. NO. 93648 DATE
CARLSON, BRIGANCE & DOERING, INC.
5501 WEST WILLIAM CANNON DRIVE,
AUSTIN, TEXAS 78749

STATE OF TEXAS
STEVEN P. CATES
93648
LICENSED PROFESSIONAL ENGINEER

CARLSON, BRIGANCE, & DOERING, INC.
ID # F3791

STATE OF TEXAS:

COUNTY OF WILLIAMSON:

I, AARON V. THOMASON, R.P.L.S., AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS, TO PRACTICE THE PROFESSION OF SURVEYING, AND HEREBY CERTIFY THAT THIS SUBDIVISION PLAT COMPLIES WITH THE WILLIAMSON COUNTY SUBDIVISION ORDINANCE. ALL EASEMENTS OF RECORD ARE SHOWN OR NOTED ON THE PLAT.

SURVEYED BY: _____ 21Sep2021
AARON V. THOMASON, R.P.L.S. NO. 6214 DATE
CARLSON, BRIGANCE & DOERING, INC.
5501 WEST WILLIAM CANNON DRIVE,
AUSTIN, TEXAS 78749
aaron@cbdeng.com

STATE OF TEXAS
REGISTERED
AARON V. THOMASON
6214
PROFESSIONAL LAND SURVEYOR

CONSENT OF MORTGAGEE

THE UNDERSIGNED, BEING THE HOLDER OF TWO DEED OF TRUST LIENS SECURED BY THE PROPERTY, THE FIRST DATED OCTOBER 31, 2013 RECORDED AS DOCUMENT NO. 2013103003 IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SECURING A NOTE OF EVEN DATE THEREWITH, AND THE SECOND DATED JANUARY 31, 2018 RECORDED AS DOCUMENT NO. 2018009177, SECURING A NOTE OF EVEN DATE THEREWITH, EXECUTES THIS DECLARATION SOLELY FOR THE PURPOSES OF EVIDENCING ITS CONSENT TO THE TERMS AND PROVISIONS HEREOF.

INTERNATIONAL BANK OF COMMERCE,
A TEXAS BANKING ASSOCIATION

BY: _____
PRINTED NAME: JASON RANGEL
TITLE: FIRST VICE PRESIDENT

STATE OF TEXAS
COUNTY OF Travis

BEFORE ME ON THIS DAY PERSONALLY APPEARED Jason Rangel, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 16 DAY OF September, A.D., 2021.

BY: _____
NOTARY PUBLIC, STATE OF TEXAS
PRINTED NAME: Araceli Hernandez
MY COMMISSION EXPIRES 6-02-2024

ARACELI HERNANDEZ
Notary Public, State of Texas
Commission Expires 06-02-2024
Notary ID 126285198

IN APPROVING THIS PLAT BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL STREETS, ROADS, AND OTHER PUBLIC THOROUGHFARES AND ANY BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IS THE RESPONSIBILITY OF THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS' COURT OF WILLIAMSON COUNTY, TEXAS. SAID COMMISSIONERS' COURT ASSUMES NO OBLIGATION TO BUILD ANY OF THE STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT OR OF CONSTRUCTING ANY OF THE BRIDGES OR DRAINAGE IMPROVEMENTS IN CONNECTION THEREWITH. THE COUNTY WILL ASSUME NO RESPONSIBILITY FOR DRAINAGE WAYS OR EASEMENTS IN THE SUBDIVISION, OTHER THAN THOSE DRAINING OR PROTECTING THE ROAD SYSTEM AND STREETS.

THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOOD PLAIN DATA, IN PARTICULAR, MAY CHANGE DEPENDING ON SUBSEQUENT DEVELOPMENT. 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 STREETS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.

THE CITY OF LIBERTY HILL, TEXAS ACKNOWLEDGES RECEIPT OF THIS PLAT FOR REVIEW AND/OR APPROVAL IN CONJUNCTION WITH PLANNING PURPOSES AND PAYMENT OF APPLICABLE FEES FOR THE PROVISION OF WATER AND/OR WASTEWATER SERVICES.

_____ 9-21-2021
JOHN BYRUM, DIRECTOR OF PLANNING DATE
CITY OF LIBERTY HILL, TEXAS

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE 9 DAY OF September, 2021 A.D.

_____
WILLIAMSON COUNTY ADDRESSING COORDINATOR
WILLIAMSON COUNTY, TEXAS
Cindy Bridges
PRINTED NAME

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 COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS, AND BY THE SAID COURT DULY CONSIDERED, WERE ON THIS DAY APPROVED AND THAT THIS PLAT IS AUTHORIZED TO BE REGISTERED AND RECORDED IN THE PROPER RECORDS OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

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

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

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

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

NANCY RISTER, CLERK COUNTY COURT
OF WILLIAMSON COUNTY, TEXAS

BY: _____ DEPUTY

SHEET NO. 6 OF 6

Carlson, Brigance & Doering, Inc.
FIRM ID #F3791 ◆ REG. # 10024900
Civil Engineering ◆ Surveying
5501 West William Cannon ◆ Austin, Texas 78749
Phone No. (512) 280-5160 ◆ Fax No. (512) 280-5165

J:\AC3D\5266\Survey\PLAT - SANTA RITA SECTION 3, PHASE 2

Commissioners Court - Regular Session **25.**

Meeting Date: 09/28/2021

Final plat for the Santa Rita Ranch Phase 4 Section 1 subdivision – Pct 3

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

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

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approval of the final plat for the Santa Rita Ranch Phase 4 Section 1 subdivision – Precinct 3.

Background

This is the first section of the Santa Rita Ranch Phase 1 development. It consists of 311 single family lots, 7 amenity/open space/water quality/drainage/landscape/public utility lots, and 12,767 linear feet of new public roads. Roadway and drainage construction is not yet complete, but a performance bond in the amount of $3,024,827.59 has been posted with the County to cover the cost of the remaining construction.

Timeline
2020-10-22 – initial submittal of final plat
2021-06-15 – 1st review complete with comments
2021-08-16 – 2nd submittal of final plat
2021-08-26 – 2nd review complete with comments
2021-08-27 – 3rd submittal of final plat
2021-08-27 – receipt of a financial security for the remaining construction
2021-09-10 – 3rd review complete with comments
2021-09-17 – 4th submittal of final plat
2021-09-22 – 4th review complete with comments clear
2021-09-23 – final plat placed on the September 28, 2021 Commissioners Court agenda for consideration

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

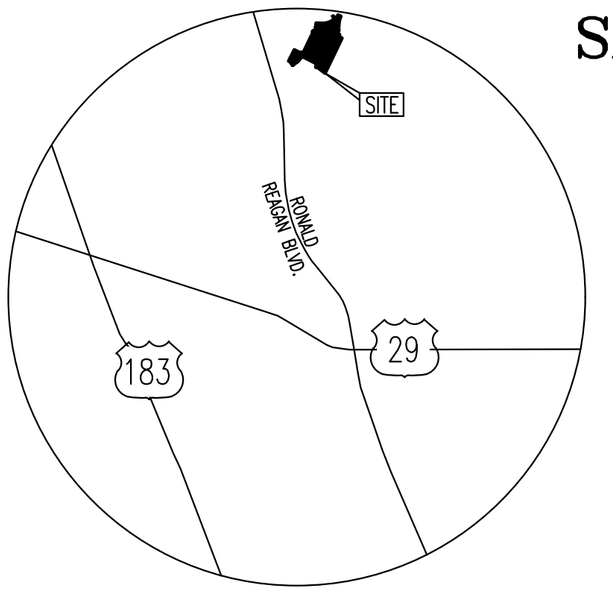
final plat - Santa Rita Ranch Ph 4 Sec 1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/23/2021 12:55 PM
Form Started By: Adam Boatright		Started On: 09/23/2021 11:44 AM

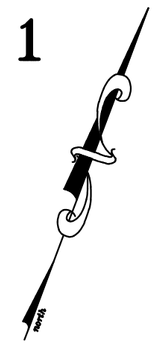
Final Approval Date: 09/23/2021

SANTA RITA RANCH PHASE 4, SECTION 1
FINAL PLAT



LEGEND

⊕	BENCHMARK	P.U.E.	PUBLIC UTILITY EASEMENT
●	CAPPED 1/2" IRON ROD SET	D.E.	DRAINAGE EASEMENT
○	CAPPED 1/2" IRON ROD FOUND	W.Q.E.	WATER QUALITY EASEMENT
1	LOT NUMBER	L.S.E.	LANDSCAPE EASEMENT
Ⓐ	BLOCK DESIGNATION	· · · · · ·	APPROXIMATE LOCATION OF PROPOSED SIDEWALK
B.S.L.	BUILDING SETBACK LINE	MIN FFE XXX.X	MINIMUM FINISHED FLOOR ELEVATION

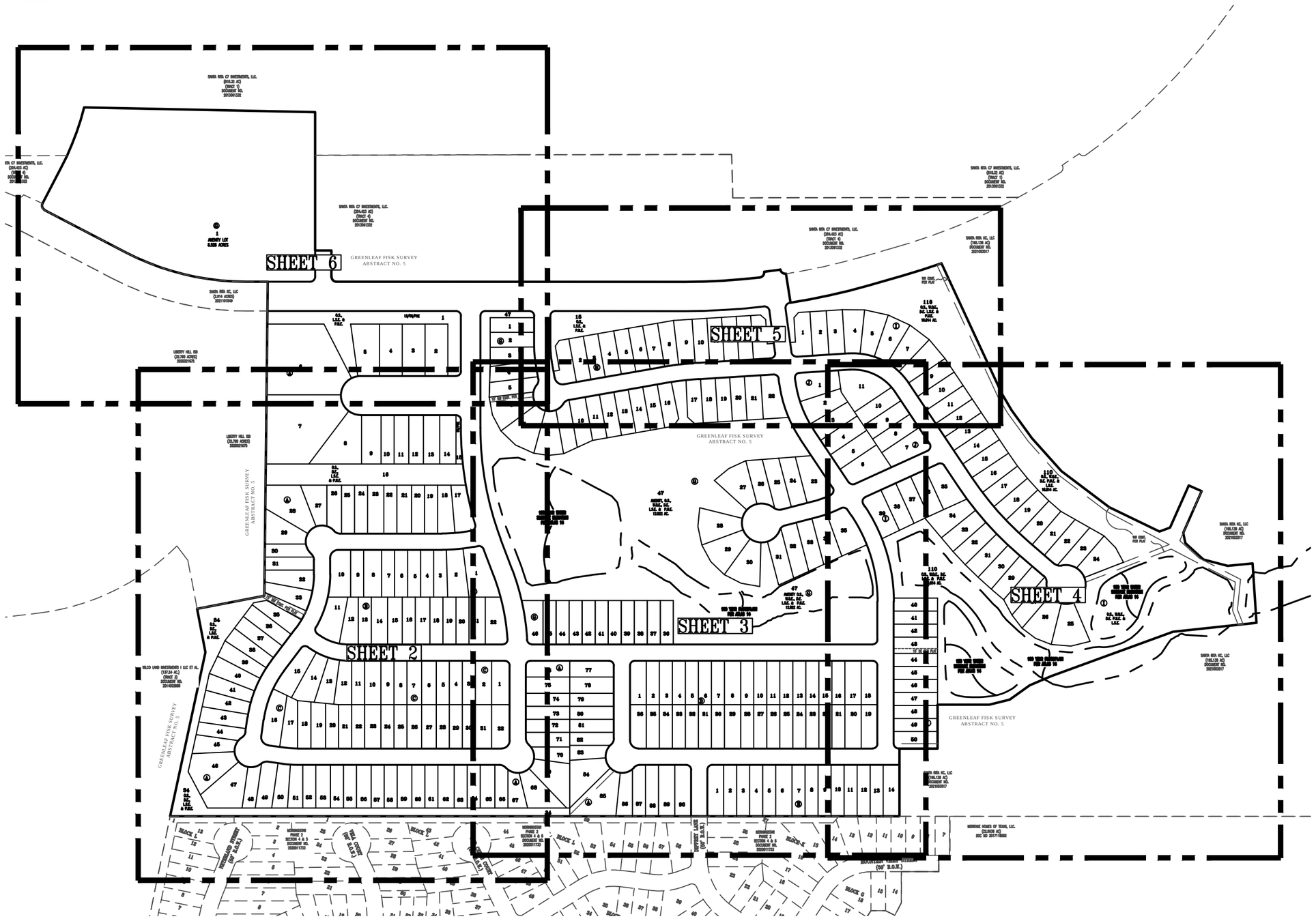


SCALE: 1" = 300'

GRAPHIC SCALE

300 0 150 300 600 1200

(IN FEET)
1 inch = 300 ft.



DATE: AUGUST 13, 2021
OWNER:
SANTA RITA KC, LLC
1700 CROSS CREEK DRIVE, STE. 100
LIBERTY HILL, TX 78642

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

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

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

TOTAL ACREAGE: 102.669 ACRES
SURVEY: GREENLEAF-FISK SURVEY,
ABSTRACT NO. 5

F.E.M.A. MAP NO. 48491C0275E
WILLIAMSON COUNTY, TEXAS AND
INCORPORATED AREAS.
DATED: SEPTEMBER 26, 2008

TOTAL OF LOTS	318
SINGLE FAMILY LOTS:	311
AMENITY, O.S., W.Q.E., D.E., L.S.E. & P.U.E LOTS:	1
O.S., W.Q.E., D.E., L.S.E. & P.U.E LOTS:	1
O.S., D.E., L.S.E. & P.U.E LOTS:	2
O.S., L.S.E & P.U.E. LOTS:	2
AMENITY LOTS:	1

ROAD TABLE

STREET NAMES	LINEAR FOOTAGE	R.O.W. WIDTH	PAVEMENT WIDTH	DESIGN SPEED	DESIGNATION	CLASSIFICATION
ALICANTE LANE	2,215'	50' R.O.W.	33' FOC-FOC	25 M.P.H.	PUBLIC	LOCAL
BANYON DRIVE	1,807'	50' R.O.W.	33' FOC-FOC	25 M.P.H.	PUBLIC	LOCAL
DIPPREY LANE	183'	50' R.O.W.	33' FOC-FOC	25 M.P.H.	PUBLIC	LOCAL
EXPLORATION CIRCLE	518'	120' R.O.W.	103' FOC-FOC	25 M.P.H.	PUBLIC	LOCAL
EAST SANTA RITA BLVD	1,600'	90' R.O.W.	66' FOC-FOC	35 M.P.H.	PUBLIC	COLLECTOR
JEFFERY LANE	61'	50' R.O.W.	33' FOC-FOC	25 M.P.H.	PUBLIC	LOCAL
LOS OLIVES LANE	1,173'	50' R.O.W.	33' FOC-FOC	25 M.P.H.	PUBLIC	LOCAL
MIRA MESA DRIVE	1,531'	50' R.O.W.	33' FOC-FOC	25 M.P.H.	PUBLIC	LOCAL
PETE CIRCLE	280'	50' R.O.W.	33' FOC-FOC	25 M.P.H.	PUBLIC	LOCAL
PETE WAY	327'	50' R.O.W.	33' FOC-FOC	25 M.P.H.	PUBLIC	LOCAL
PICKRELL LOOP	1,114	60' R.O.W.	33' FOC-FOC	35 M.P.H.	PUBLIC	COLLECTOR
PICKRELL LOOP	2,353	50' R.O.W.	33' FOC-FOC	25 M.P.H.	PUBLIC	LOCAL
SINGING DOVE WAY	141'	50' R.O.W.	33' FOC-FOC	25 M.P.H.	PUBLIC	LOCAL
TOTAL	12,767'					

SHEET NO. 1 OF 9

Carlson, Brigance & Doering, Inc.
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J:\AC3D\5210\Survey\SANTA RITA PHASE 4, SECTION 1 PLAT

SANTA RITA RANCH PHASE 4, SECTION 1
FINAL PLAT

SCALE: 1" = 100'

GRAPHIC SCALE

100 0 50 100 200 400

(IN FEET)
1 inch = 100 ft.

LEGEND

⊕	BENCHMARK	P.U.E.	PUBLIC UTILITY EASEMENT
●	CAPPED 1/2" IRON ROD SET	D.E.	DRAINAGE EASEMENT
○	CAPPED 1/2" IRON ROD FOUND	W.Q.E.	WATER QUALITY EASEMENT
1	LOT NUMBER	L.S.E.	LANDSCAPE EASEMENT
Ⓐ	BLOCK DESIGNATION	· · · · ·	APPROXIMATE LOCATION OF PROPOSED SIDEWALK
B.S.L.	BUILDING SETBACK LINE	MIN FFE XXX.X'	MINIMUM FINISHED FLOOR ELEVATION

MATCH LINE SHEET 6

MATCH LINE SHEET 3

EXPLORATION CIRCLE (120' R.O.W.)

PICKRELL LOOP (60' R.O.W.)

PICKRELL LOOP (50' R.O.W.)

BANYON DRIVE (50' R.O.W.)

LIBERTY HILL ISD (32.790 ACRES) 2020021675

WILCO LAND INVESTMENTS I LLC ET AL. (137.54 AC.) (TRACT 3) DOCUMENT NO. 2014003888

GREENLEAF FISK SURVEY ABSTRACT NO. 5

MORNINGSTAR PHASE 2 SECTION 4 & 5 DOCUMENT NO. 2020011733

NETERLAND STREET (50' R.O.W.)

VELA COURT (50' R.O.W.)

RED CEDAR COURT (50' R.O.W.)

BLOCK L

Carlson, Brigance & Doering, Inc.
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J:\AC3D\5210\Survey\SANTA RITA PHASE 4, SECTION 1 PLAT

SANTA RITA RANCH PHASE 4, SECTION 1
FINAL PLAT

SCALE: 1" = 100'

GRAPHIC SCALE

100 0 50 100 200 400

(IN FEET)
1 inch = 100 ft.

LEGEND

⊕	BENCHMARK	P.U.E.	PUBLIC UTILITY EASEMENT
●	CAPPED 1/2" IRON ROD SET	D.E.	DRAINAGE EASEMENT
○	CAPPED 1/2" IRON ROD FOUND	W.Q.E.	WATER QUALITY EASEMENT
1	LOT NUMBER	L.S.E.	LANDSCAPE EASEMENT
Ⓐ	BLOCK DESIGNATION	· · · · · ·	APPROXIMATE LOCATION OF PROPOSED SIDEWALK
B.S.L.	BUILDING SETBACK LINE	MIN FFE XXX.X	MINIMUM FINISHED FLOOR ELEVATION

MATCH LINE SHEET 5

ALICANTE LANE (50' R.O.W.)

MIRA MESA DRIVE (50' R.O.W.)

PETE WAY (50' R.O.W.)

PETE CIRCLE (50' R.O.W.)

GREENLEAF FISK SURVEY
ABSTRACT NO. 5

47
AMENITY, O.S., W.Q.E., D.E. L.S.E. & P.U.E. 12.022 AC.

100 YEAR WATER SURFACE ELEVATION PER ATLAS 14

100 YEAR FLOODPLAIN PER ATLAS 14

47
AMENITY O.S., W.Q.E., D.E. L.S.E. & P.U.E. 12.022 AC.

MATCH LINE SHEET 2

MATCH LINE SHEET 4

PICKRELL LOOP (60' R.O.W.)

LOS OLIVES LANE (50' R.O.W.)

BANYON DRIVE (50' R.O.W.)

DIPPREY LANE (50' R.O.W.)

S69°30'02"W 2240.02'

MORNINGSTAR PHASE 2 SECTION 4 & 5 DOCUMENT NO. 2020011733

BLOCK L

BLOCK K

SHEET NO. 3 OF 9

Carlson, Brigance & Doering, Inc.
FIRM ID #F3791 ◆ REG. # 10024900
Civil Engineering ◆ Surveying
5501 West William Cannon ◆ Austin, Texas 78749
Phone No. (512) 280-5160 ◆ Fax No. (512) 280-5165

J:\AC3D\5210\Survey\SANTA RITA PHASE 4, SECTION 1 PLAT

SANTA RITA RANCH PHASE 4, SECTION 1
FINAL PLAT

SCALE: 1" = 100'

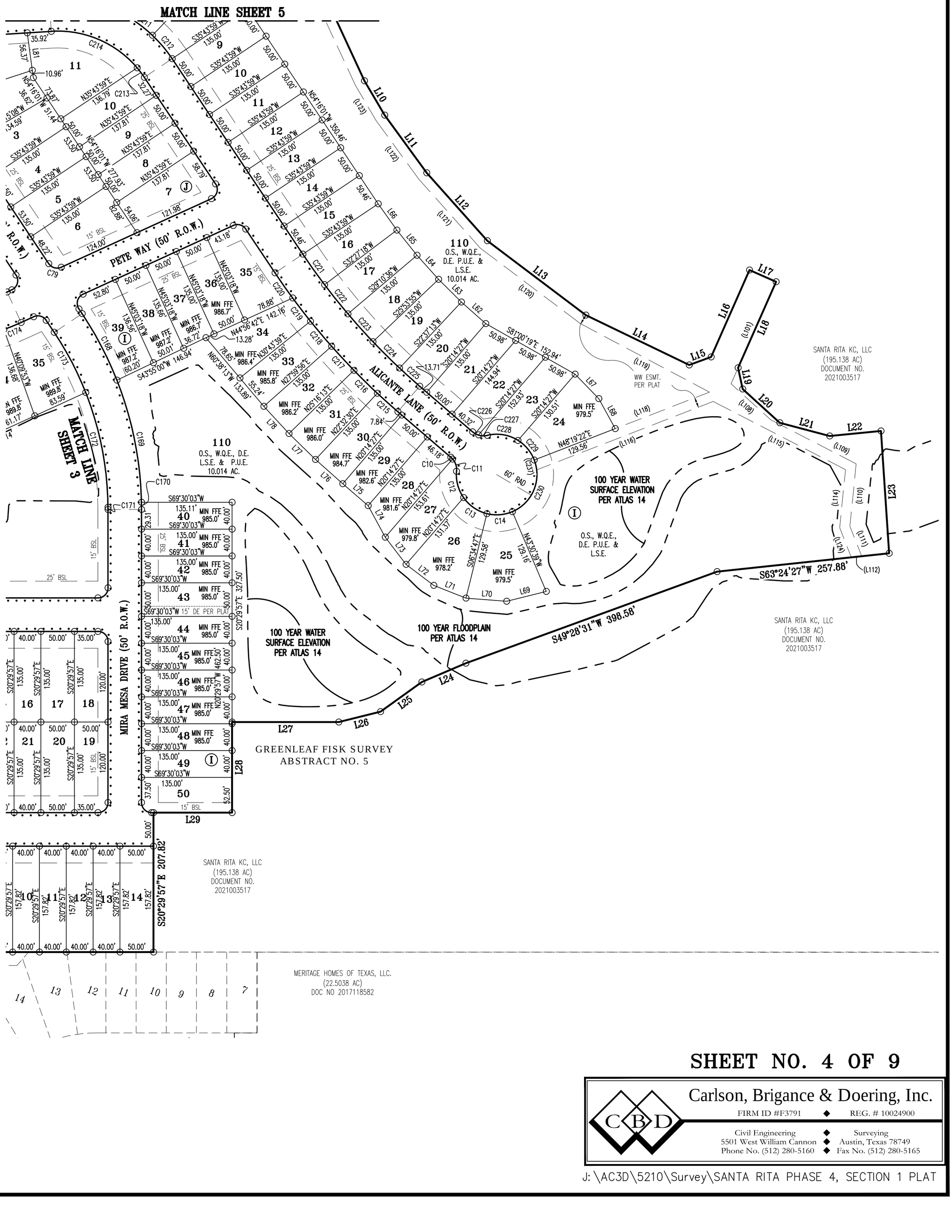
GRAPHIC SCALE

100 0 50 100 200 400

(IN FEET)
1 inch = 100 ft.

LEGEND

⊕	BENCHMARK
▨	CAPPED 1/2" IRON ROD SET
○	CAPPED 1/2" IRON ROD FOUND
1	LOT NUMBER
Ⓐ	BLOCK DESIGNATION
B.S.L.	BUILDING SETBACK LINE
P.U.E.	PUBLIC UTILITY EASEMENT
D.E.	DRAINAGE EASEMENT
W.Q.E.	WATER QUALITY EASEMENT
L.S.E.	LANDSCAPE EASEMENT
. . . . .	APPROXIMATE LOCATION OF PROPOSED SIDEWALK
MIN FFE XXX.X'	MINIMUM FINISHED FLOOR ELEVATION



SHEET NO. 4 OF 9

Carlson, Brigance & Doering, Inc.
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J:\AC3D\5210\Survey\SANTA RITA PHASE 4, SECTION 1 PLAT

SANTA RITA RANCH PHASE 4, SECTION 1
FINAL PLAT

SCALE: 1" = 100'

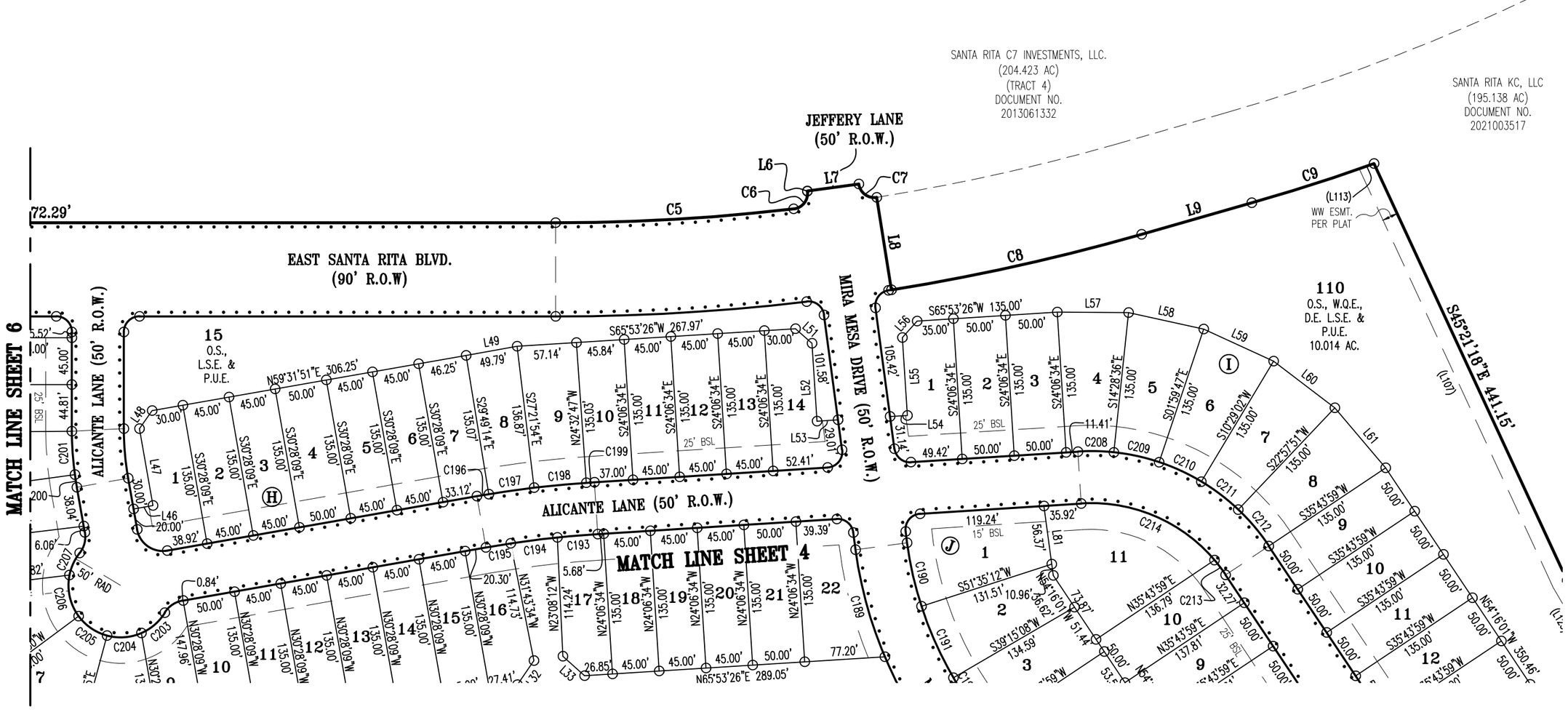
GRAPHIC SCALE

100 0 50 100 200 400

(IN FEET)
1 inch = 100 ft.

LEGEND

⊕	BENCHMARK	P.U.E.	PUBLIC UTILITY EASEMENT
●	CAPPED 1/2" IRON ROD SET	D.E.	DRAINAGE EASEMENT
○	CAPPED 1/2" IRON ROD FOUND	W.Q.E.	WATER QUALITY EASEMENT
1	LOT NUMBER	L.S.E.	LANDSCAPE EASEMENT
Ⓐ	BLOCK DESIGNATION	. . . . .	APPROXIMATE LOCATION OF PROPOSED SIDEWALK
B.S.L.	BUILDING SETBACK LINE	MIN FFE XXX.X'	MINIMUM FINISHED FLOOR ELEVATION



Line Table		
Line #	Length	Direction
L1	136.21	N31°21'11"W
L2	67.53	S69°30'38"W
L3	123.79	N07°01'44"E
L4	50.00	N69°30'38"E
L5	80.91	S20°29'22"E
L6	0.31	N28°09'51"W
L7	50.00	N61°50'09"E
L8	90.00	S29°34'01"E
L9	110.03	N53°32'04"E
L10	59.45	S50°58'48"E
L11	106.27	S56°36'18"E
L12	135.69	S62°13'48"E
L13	183.98	S73°28'48"E
L14	171.19	S84°43'48"E
L15	34.75	N49°17'47"E
L16	141.61	N03°19'22"E
L17	43.28	S86°40'38"E

Line Table		
Line #	Length	Direction
L18	140.00	S03°19'22"W
L19	32.44	S32°28'41"E
L20	74.85	S68°16'44"E
L21	76.88	N84°25'18"E
L22	76.88	N63°49'27"E
L23	182.73	S24°17'02"E
L24	71.39	S46°25'07"W
L25	75.64	S33°44'09"W
L26	64.25	S55°32'23"W
L27	158.95	S69°30'03"W
L28	135.00	S20°29'57"E
L29	117.24	S69°30'03"W
L32	27.97	S13°54'09"W
L33	28.04	S68°37'23"E
L36	83.90	N84°51'54"W
L39	55.37	S31°09'21"E
L40	55.37	S48°22'07"E

Line Table		
Line #	Length	Direction
L41	61.92	S66°36'33"E
L42	61.92	S85°52'41"E
L43	46.05	N77°20'19"E
L44	46.05	N63°02'28"E
L46	18.92	N59°31'51"E
L47	75.00	S30°28'09"E
L48	21.21	N14°31'51"E
L49	49.79	N59°20'07"E
L50	80.91	S20°29'22"E
L51	21.21	N69°06'34"W
L52	75.00	S24°06'34"E
L53	20.32	S65°53'26"W
L54	16.58	S65°53'26"W
L55	75.00	S24°06'34"E
L56	21.21	N20°53'26"E
L57	68.47	N69°54'20"E
L58	73.91	N81°45'49"E

Line Table		
Line #	Length	Direction
L59	73.91	S85°45'22"E
L60	73.91	S73°16'33"E
L61	75.62	S60°39'05"E
L62	48.59	S68°54'18"E
L63	48.05	S65°44'26"E
L64	48.05	S62°27'45"E
L65	48.05	S59°11'03"E
L66	48.05	S55°54'21"E
L67	50.88	S64°30'51"E
L68	50.88	S49°07'27"E
L69	60.76	N55°33'58"E
L70	60.76	N73°58'06"E
L71	51.73	S89°00'25"E
L72	51.73	S73°21'36"E
L73	51.11	S57°48'26"E
L74	53.45	N49°03'08"W
L75	50.00	S69°45'33"E

Line Table		
Line #	Length	Direction
L76	54.42	N68°46'28"W
L77	55.24	N66°05'39"W
L78	55.24	N63°21'56"W
L81	67.33	N28°09'51"W
L84	57.49	S44°24'24"W
L85	57.05	S30°17'39"W
L86	58.00	N15°01'18"W
L87	58.00	N32°07'34"W
L88	58.00	N49°13'51"W
L89	58.00	N66°20'08"W
L90	58.00	N83°26'24"W
L91	58.00	S79°27'19"W
L94	40.40	N58°36'51"E

Easement Line Table		
Line #	Length	Direction
(L101)	166.14	S03°19'22"W
(L102)	9.78	S19°52'49"E
(L103)	9.97	S58°36'51"W
(L104)	142.72	S81°20'54"E
(L105)	200.40	S58°36'51"W
(L106)	139.57	N81°20'54"W
(L107)	443.35	N45°21'18"W
(L108)	79.90	S68°16'44"E
(L109)	143.26	S83°15'02"E
(L110)	93.55	S14°46'43"E
(L111)	47.94	S41°55'52"E
(L112)	15.55	S63°24'27"W

Easement Line Table		
Line #	Length	Direction
(L113)	15.07	N50°11'47"E
(L114)	86.96	N14°46'43"W
(L115)	221.81	N83°15'02"W
(L116)	282.34	S48°19'22"W
(L118)	280.26	N48°19'22"E
(L119)	217.50	N82°32'55"W
(L120)	186.94	N73°28'48"W
(L121)	137.91	N62°13'48"W
(L122)	107.75	N56°36'18"W
(L123)	60.93	N50°58'48"W
(L124)	47.45	N41°55'52"W

Easement Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
(C237)	15.16	60.00	N34°26'18"W	15.12	7.62	14°28'39"
(C238)	15.00	275.00	N07°55'06"E	15.00	7.50	3°07'33"
(C239)	13.35	275.00	S04°57'54"W	13.34	6.67	2°46'50"

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FINAL PLAT

SCALE: 1" = 100'

GRAPHIC SCALE

100 0 50 100 200 400

(IN FEET)
1 inch = 100 ft.

LEGEND

⊕	BENCHMARK	P.U.E.	PUBLIC UTILITY EASEMENT
●	CAPPED 1/2" IRON ROD SET	D.E.	DRAINAGE EASEMENT
○	CAPPED 1/2" IRON ROD FOUND	W.Q.E.	WATER QUALITY EASEMENT
1	LOT NUMBER	L.S.E.	LANDSCAPE EASEMENT
Ⓐ	BLOCK DESIGNATION	· · · · · ·	APPROXIMATE LOCATION OF PROPOSED SIDEWALK
B.S.L.	BUILDING SETBACK LINE	MIN FFE XXX.X'	MINIMUM FINISHED FLOOR ELEVATION

SANTA RITA C7 INVESTMENTS, LLC.
(810.32 AC)
(TRACT 1)
DOCUMENT NO.
2013061332

N70°40'23"E 709.79'

C3

L3

C2

N82°59'31"W 280.59'

C1

EAST SANTA RITA BLVD.
(90' R.O.W)

S20°29'22"E 506.07'

S20°29'22"E 425.16'

SANTA RITA C7 INVESTMENTS, LLC.
(204.423 AC)
(TRACT 4)
DOCUMENT NO.
2013061332

Q
1
AMENITY LOT
8.528 ACRES

L4

L5

L50

SINGING DOVE WAY
(50' R.O.W.)

GREENLEAF FISK SURVEY
ABSTRACT NO. 5

N69°30'38"E 1072.29'

MATCH LINE SHEET 5

L2

S69°30'38"W 130.58'

SANTA RITA KC, LLC
(2.914 ACRES)
2021101049

S19°52'49"E
90.01'

EAST SANTA RITA BLVD.
(90' R.O.W)

40.00'

S69°30'38"W 173.84'

O.S.,
L.S.E. &
P.U.E.

LS/OS/PUE

S69°30'38"W 298.60'

88.60' 70.00' 70.00' 70.00'

1 2 3 4 5

S28°17'34"E
162.06'

S47°28'51"E
186.89'

N20°29'22"W
160.00'

25' BSL

217.51'

6

58.45' 70.00' 70.00' 70.00' 25.00'

C105 C106 C107

N69°30'38"E
228.26'

EXPLORATION CIRCLE
(120' R.O.W.)

LIBERTY HILL ISD
(32.790 ACRES)
2020021675

LOOP (60' R.O.W.) PICKRELL LOOP (60' R.O.W.)

47 5.52' S69°30'38"W 135.00'
1 45.00' S69°30'38" 135.00' 45.00'
2 N69°04'04"E 135.01' 44.81'
3 N61°41'46"E 139.31'
4 N62°38'28"E 149.13' 6.06'
5 N62°38'28"E 136.82'

N20°29'22"W 150.43' 45.85' 59.58' 94.04' 48.52' 45.52'
S18°39'17"E
25' BSL
C201 C200 C202 C206
15' WW ESMT. PER PLAT

MATCH LINE SHEET 2

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C1	383.93	800.00	S83°15'34"W	380.26	195.74	27°29'50"
C2	23.57	15.00	N37°58'53"W	21.22	15.01	90°01'16"
C3	199.06	864.00	N00°25'44"E	198.62	99.97	13°12'01"
C4	23.52	15.00	S65°24'20"E	21.18	14.96	89°49'57"
C5	229.12	1955.00	N66°09'12"E	228.99	114.69	6°42'53"
C6	23.81	15.00	N17°18'57"E	21.39	15.25	90°57'36"
C7	23.93	15.00	S73°51'56"E	21.47	15.37	91°24'11"
C8	246.22	2045.00	N56°59'02"E	246.07	123.26	6°53'54"
C9	123.48	1990.00	N51°45'25"E	123.46	61.76	3°33'19"
C10	3.83	25.00	N65°22'05"W	3.83	1.92	8°46'55"
C11	19.72	25.00	N38°23'02"W	19.21	10.40	45°11'10"
C12	41.44	60.00	N35°34'29"W	40.62	21.58	39°34'04"
C13	43.17	60.00	N75°58'09"W	42.24	22.57	41°13'15"
C14	38.67	60.00	S64°57'17"W	38.01	20.04	36°55'52"
C79	21.15	15.00	N85°20'21"E	19.44	12.76	80°47'17"
C103	38.76	60.00	S88°01'06"W	38.09	20.08	37°00'55"

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C104	57.99	60.00	N45°47'16"W	55.76	31.48	55°22'22"
C105	63.48	60.00	N12°12'32"E	60.56	35.08	60°37'14"
C106	20.09	60.00	N52°06'48"E	20.00	10.14	19°11'17"
C107	8.17	60.00	N65°36'32"E	8.17	4.09	7°48'12"
C108	40.44	475.00	N67°03'42"E	40.43	20.23	4°52'42"
C109	48.79	475.00	N61°40'47"E	48.77	24.42	5°53'09"
C110	124.63	1030.00	N33°48'17"W	124.55	62.39	6°55'57"
C111	65.50	1030.00	N28°31'01"W	65.48	32.76	3°38'36"
C112	111.56	1030.00	N23°35'32"W	111.51	55.84	6°12'21"
C113	33.73	525.00	S60°34'39"W	33.73	16.87	3°40'52"
C114	50.82	525.00	S65°11'29"W	50.80	25.43	5°32'48"
C115	14.08	525.00	S68°43'58"W	14.08	7.04	1°32'11"
C116	9.19	25.00	N31°01'28"W	9.13	4.64	21°03'02"
C117	11.84	25.00	N55°07'09"W	11.73	6.03	27°08'21"
C118	35.11	50.00	N48°34'22"W	34.39	18.31	40°13'56"
C119	33.63	50.00	N09°11'16"W	33.00	17.48	38°32'15"

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C120	33.63	50.00	N29°20'59"E	33.00	17.48	38°32'15"
C121	33.63	50.00	N67°53'14"E	33.00	17.48	38°32'15"
C122	26.65	50.00	S77°34'36"E	26.33	13.65	30°32'04"
C123	70.74	325.00	S14°15'49"E	70.60	35.51	12°28'16"
C124	99.76	325.00	S00°45'57"W	99.37	50.28	17°35'15"
C125	31.92	275.00	N13°19'37"E	31.90	15.98	6°38'58"
C126	30.85	275.00	N06°47'19"E	30.83	15.44	6°25'39"
C127	65.33	275.00	N03°13'50"W	65.17	32.82	13°36'38"
C128	50.22	275.00	N15°16'03"W	50.15	25.18	10°27'48"
C129	27.33	205.00	S73°19'10"W	27.31	13.68	7°38'15"
C130	35.70	205.00	S82°07'36"W	35.65	17.89	9°58'38"
C131	40.17	205.00	N87°16'14"W	40.11	20.15	11°13'41"
C132	19.18	205.00	N78°58'34"W	19.18	9.60	5°21'41"
C133	63.95	155.00	S88°06'53"E	63.50	32.44	23°38'19"
C134	28.58	155.00	N74°47'00"E	28.54	14.33	10°33'55"
C135	65.33	325.00	S10°53'36"W	65.22	32.77	11°31'00"

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SANTA RITA RANCH PHASE 4, SECTION 1
FINAL PLAT

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C136	99.24	325.00	S03°36'46"E	98.86	50.01	17°29'45"
C137	9.22	375.00	N11°39'23"W	9.22	4.61	1°24'32"
C138	37.52	375.00	N08°05'09"W	37.50	18.77	5°43'55"
C139	37.52	375.00	N02°21'14"W	37.50	18.77	5°43'55"
C140	42.21	375.00	N03°44'12"E	42.19	21.13	6°26'57"
C141	37.52	375.00	N09°49'38"E	37.50	18.77	5°43'55"
C142	25.91	375.00	N14°40'21"E	25.90	12.96	3°57'31"
C143	19.99	25.00	S54°44'06"W	19.46	10.56	45°48'29"
C144	1.04	25.00	S30°38'25"W	1.04	0.52	2°22'54"
C145	44.08	50.00	S54°42'15"W	42.66	23.59	50°30'33"
C146	33.63	50.00	N80°46'21"W	33.00	17.48	38°32'15"
C147	33.63	50.00	N42°14'06"W	33.00	17.48	38°32'15"
C148	36.72	50.00	N01°55'38"W	35.90	19.23	42°04'42"
C149	14.59	50.00	N27°28'14"E	14.54	7.35	16°43'01"
C150	22.03	325.00	S71°26'34"W	22.03	11.02	3°53'02"
C151	24.13	325.00	S75°30'43"W	24.13	12.07	4°15'16"

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C152	9.88	50.00	S63°01'44"E	9.86	4.96	11°19'11"
C153	38.89	50.00	S35°05'10"E	37.92	20.49	44°33'58"
C154	33.63	50.00	S06°27'57"W	33.00	17.48	38°32'15"
C155	33.63	50.00	S45°00'12"W	33.00	17.48	38°32'15"
C156	36.22	50.00	S85°01'23"W	35.43	18.94	41°30'06"
C157	10.40	50.00	N68°16'04"W	10.38	5.22	11°55'00"
C158	6.56	50.00	S25°04'06"W	6.55	3.28	7°30'52"
C159	40.44	50.00	S51°59'56"W	39.35	21.40	46°20'47"
C160	34.71	50.00	N84°56'29"W	34.02	18.09	39°46'22"
C161	35.48	50.00	N44°43'27"W	34.74	18.53	40°39'43"
C162	42.17	50.00	N00°13'57"W	40.93	22.43	48°19'16"
C163	3.28	50.00	N25°48'33"E	3.28	1.64	3°45'46"
C164	131.20	670.00	N29°48'59"W	130.99	65.81	11°13'10"
C165	66.81	670.00	N38°16'57"W	66.78	33.43	5°42'47"
C166	99.25	730.00	S37°14'39"E	99.18	49.70	7°47'24"
C167	122.20	730.00	S28°33'13"E	122.06	61.24	9°35'28"

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C168	112.13	525.00	S48°08'53"E	111.92	56.28	12°14'15"
C169	186.59	525.00	S31°50'52"E	185.60	94.29	20°21'47"
C170	10.70	525.00	S21°04'58"E	10.70	5.35	1°10'02"
C171	3.19	475.00	N20°41'30"W	3.19	1.60	0°23'07"
C172	175.30	475.00	N31°27'25"W	174.30	88.66	21°08'41"
C173	101.45	475.00	N48°08'53"W	101.26	50.92	12°14'15"
C174	27.74	325.00	S47°23'25"W	27.73	13.88	4°53'24"
C175	29.82	325.00	S52°27'49"W	29.81	14.92	5°15'25"
C176	15.64	25.00	S37°10'23"W	15.38	8.08	35°50'18"
C177	7.91	25.00	S10°11'20"W	7.88	3.99	18°07'47"
C178	52.41	60.00	S26°08'55"W	50.76	28.01	50°02'56"
C179	20.66	60.00	S61°02'16"W	20.56	10.43	19°43'48"
C180	35.82	60.00	S88°00'27"W	35.29	18.46	34°12'33"
C181	35.82	60.00	N57°46'59"W	35.29	18.46	34°12'33"
C182	35.82	60.00	N23°34'26"W	35.29	18.46	34°12'33"
C183	29.69	60.00	N07°42'24"E	29.39	15.16	28°21'08"

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C184	36.26	60.00	N39°11'45"E	35.71	18.70	34°37'33"
C185	55.03	60.00	N82°47'04"E	53.12	29.62	52°33'06"
C186	4.50	25.00	S76°06'01"E	4.50	2.26	10°19'16"
C187	19.04	25.00	N76°54'57"E	18.59	10.01	43°38'50"
C188	75.22	400.00	N48°52'46"W	75.11	37.72	10°46'28"
C189	107.01	400.00	N35°49'41"W	106.69	53.83	15°19'42"
C190	62.61	350.00	S33°17'19"E	62.53	31.39	10°14'58"
C191	75.35	350.00	S44°34'50"E	75.20	37.82	12°20'04"
C192	21.50	350.00	S52°30'26"E	21.49	10.75	3°31'09"
C193	38.90	975.00	S64°44'51"W	38.90	19.45	2°17'09"
C194	45.17	975.00	S62°16'39"W	45.17	22.59	2°39'16"
C195	24.15	975.00	S60°14'26"W	24.15	12.08	1°25'10"
C196	11.60	1025.00	N59°51'19"E	11.60	5.80	0°38'54"
C197	43.93	1025.00	N61°24'26"E	43.93	21.97	2°27'21"
C198	50.42	1025.00	N64°02'40"E	50.42	25.22	2°49'07"
C199	7.81	1025.00	N65°40'19"E	7.81	3.91	0°26'13"

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C200	12.28	325.00	N29°23'11"W	12.28	6.14	2°09'54"
C201	41.81	325.00	N24°37'05"W	41.79	20.94	7°22'18"
C203	30.20	50.00	S28°38'44"W	29.74	15.58	34°36'32"
C204	33.63	50.00	S65°13'08"W	33.00	17.48	38°32'15"
C205	33.63	50.00	N76°14'37"W	33.00	17.48	38°32'15"
C206	41.62	50.00	N33°07'51"W	40.42	22.10	47°41'17"
C207	23.57	50.00	N04°13'01"E	23.35	12.01	27°00'27"
C208	34.47	205.00	N70°42'25"E	34.43	17.27	9°37'59"
C209	44.65	205.00	N81°45'49"E	44.57	22.42	12°28'49"
C210	44.65	205.00	S85°45'22"E	44.57	22.42	12°28'49"
C211	44.65	205.00	S73°16'33"E	44.57	22.42	12°28'49"
C212	45.69	205.00	S60°39'05"E	45.59	22.94	12°46'08"
C213	17.77	155.00	N57°33'02"W	17.76	8.89	6°34'04"
C214	144.12	155.00	N87°28'19"W	138.99	77.75	53°16'30"
C215	41.16	1025.00	N68°36'31"W	41.15	20.58	2°18'02"
C216	48.81	1025.00	N66°05'39"W	48.81	24.41	2°43'43"

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C217	48.81	1025.00	N63°21'56"W	48.81	24.41	2°43'43"
C218	48.81	1025.00	N60°38'13"W	48.81	24.41	2°43'43"
C219	43.73	1025.00	N58°03'01"W	43.73	21.87	2°26'40"
C220	45.82	1025.00	N55°32'51"W	45.82	22.91	2°33'41"
C221	55.79	975.00	S55°54'21"E	55.78	27.90	3°16'42"
C222	55.79	975.00	S59°11'03"E	55.78	27.90	3°16'42"
C223	55.79	975.00	S62°27'45"E	55.78	27.90	3°16'42"
C224	55.79	975.00	S65°44'26"E	55.78	27.90	3°16'42"
C225	40.49	975.00	S68°34'10"E	40.49	20.25	2°22'45"
C226	9.94	25.00	S81°09'18"E	9.88	5.04	22°47'31"
C227	13.60	25.00	N71°51'39"E	13.44	6.97	31°10'34"
C228	47.43	60.00	N78°55'02"E	46.20	25.03	45°17'20"
C229	38.50	60.00	S60°03'28"E	37.84	19.94	36°45'39"
C230	92.33	60.00	S02°24'22"W	83.48	58.11	88°09'59"
C236	23.56	15.00	N24°30'38"E	21.21	15.00	90°00'00"

GENERAL:

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

DRAINAGE AND FLOODPLAIN:

1. EXCEPT IN CERTAIN ISOLATED AREAS REQUIRED TO MEET ACCESSIBILITY REQUIREMENTS, THE MINIMUM LOWEST 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.
2. A DE FACTO CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION. THIS CERTIFICATE IS VALID UNTIL SUCH TIME AS FEMA REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS AREA.
3. THE MINIMUM FINISHED FLOOR ELEVATIONS SHOWN ON THIS PLAT WERE DETERMINED BY ADDING ONE (1) FOOT TO THE BASE FLOOD ELEVATION (BFE) AS DETERMINED BY A STUDY PREPARED BY CARLSON BRIGANCE, & DOERING, INC., ON NOVEMBER 4, 2020.
4. THIS SUBDIVISION IS SUBJECT TO STORM-WATER MANAGEMENT CONTROLS AS REQUIRED BY WILLIAMSON COUNTY SUBDIVISION REGULATIONS, SECTION B11.1, ON NEW DEVELOPMENT THAT WOULD EVOKE SUCH CONTROLS BEYOND EXISTING CONDITIONS.
5. NO STRUCTURE OR LAND SHALL HEREAFTER BE LOCATED OR ALTERED WITHOUT FIRST OBTAINING A CERTIFICATE OF COMPLIANCE OR FLOODPLAIN DEVELOPMENT PERMIT FROM THE WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATOR FOR LOTS 7-10, BLOCK G, LOTS 28-46, BLOCK G, LOTS 24-35, BLOCK I, AND LOTS 36-48, BLOCK I.
6. MAINTENANCE RESPONSIBILITY FOR DRAINAGE WILL NOT BE ACCEPTED BY THE COUNTY OTHER THAN THAT ACCEPTED IN CONNECTION WITH DRAINING OR PROTECTING THE ROAD SYSTEM. MAINTENANCE RESPONSIBILITY FOR STORM WATER MANAGEMENT CONTROLS WILL REMAIN WITH THE OWNER.

WATER AND WASTEWATER:

1. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO AN APPROVED PUBLIC SEWER SYSTEM.2. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL WATER SATISFACTORY FOR HUMAN CONSUMPTION IS AVAILABLE FROM A SOURCE IN ADEQUATE AND SUFFICIENT SUPPLY.
3. WATER SERVICE IS PROVIDED BY: WILLIAMSON COUNTY MUD 19E/GEORGETOWN UTILITY SYSTEMS.
4. WASTEWATER SERVICE IS PROVIDED BY: WILLIAMSON COUNTY MUD 19E/CITY OF LIBERTY HILL.
5. ELECTRIC SERVICE IS PROVIDED BY: PEC

ROADWAY AND RIGHT-OF-WAY:

1. IN APPROVING THIS PLAT BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL ROADS, AND OTHER PUBLIC THOROUGHFARES AND ANY BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IS THE RESPONSIBILITY OF THE OWNER(S) OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS. SAID COMMISSIONERS COURT ASSUMES NO OBLIGATION TO BUILD ANY OF THE ROADS, OR PUBLIC THOROUGHFARES SHOWN ON THIS PLAT, OR OF CONSTRUCTING ANY OF THE BRIDGES OR DRAINAGE IMPROVEMENTS IN CONNECTION THEREWITH. THE COUNTY WILL ASSUME NO RESPONSIBILITY FOR DRAINAGE WAYS OR EASEMENTS IN THE SUBDIVISION, OTHER THAN THOSE DRAINING OR PROTECTING THE ROAD SYSTEM.
2. SIDEWALKS SHALL BE MAINTAINED BY THE HOMEOWNERS' ASSOCIATION.
3. DRIVEWAY ACCESS TO LOTS WITHIN THIS SUBDIVISION FROM SIDE STREETS IS PROHIBITED.
4. IMPROVEMENTS WITHIN THE COUNTY ROAD RIGHT-OF-WAY INCLUDING, BUT NOT LIMITED TO LANDSCAPING, IRRIGATION, LIGHTING, CUSTOM SIGNS, ARE PROHIBITED WITHOUT FIRST OBTAINING AN EXECUTED LICENSE AGREEMENT WITH WILLIAMSON COUNTY.
5. NO CONSTRUCTION, PLANTING OR GRADING SHALL BE PERMITTED TO INTERFERE WITH SIGHT EASEMENTS BETWEEN THE HEIGHTS OF THREE AND EIGHT FEET AS MEASURED FROM THE CROWNS OF THE ADJACENT STREETS.
6. THE OWNER SHALL CREATE A MANDATORY HOMEOWNERS' ASSOCIATION THAT SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND LIABILITY OF ANY LANDSCAPING, IRRIGATION, SIDEWALKS, ILLUMINATION, SUBDIVISION IDENTIFICATION SIGNS, WATER QUALITY FEATURES, ETC. PLACED WITHIN THE WILLIAMSON COUNTY RIGHT-OF-WAY. THIS ASSOCIATION SHALL HAVE ASSESSMENT AUTHORITY TO ENSURE THE PROPER FUNDING FOR MAINTENANCE.
7. A PUBLIC UTILITY EASEMENT 10 FEET WIDE IS HEREBY DEDICATED ADJACENT TO ALL STREET RIGHT-OF-WAY.

Carlson, Brigance & Doering, Inc.
FIRM ID #F3791 ◆ REG. # 10024900
Civil Engineering ◆ Surveying
5501 West William Cannon ◆ Austin, Texas 78749
Phone No. (512) 280-5160 ◆ Fax No. (512) 280-5165

J:\AC3D\5210\Survey\SANTA RITA PHASE 4, SECTION 1 PLAT

SANTA RITA RANCH PHASE 4, SECTION 1
FINAL PLAT

FIELD NOTES

BEING A 102.576 ACRE TRACT OR PARCEL OF LAND SITUATED IN THE GREENLEAF FISK SURVEY, ABSTRACT NUMBER 5, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 195.138 ACRE TRACT OF LAND CONVEYED TO SANTA RITA KC, LLC, IN DOCUMENT NUMBER 2021003517, AND BEING ALL OF A CALLED 4.274 ACRE TRACT OF LAND CONVEYED TO SANTA RITA KC, LLC, IN DOCUMENT NUMBER 2020005396, BOTH OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 102.576 ACRE TRACT OF LAND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, AT A 1/2 INCH IRON ROD FOUND AT THE SOUTHERNMOST CORNER OF SAID 195.138 ACRE TRACT OF LAND, BEING AT THE WESTERNMOST CORNER OF LOT 1, BLOCK L, MORNINGSTAR, PHASE 2, SECTIONS 4 & 5, A SUBDIVISION RECORDED IN DOCUMENT NUMBER 2020011733, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAME BEING IN THE EASTERN LINE OF A CALLED 137.54 ACRE TRACT OF LAND CONVEYED TO WILCO LAND INVESTMENTS I, LLC., ET AL, IN DOCUMENT NUMBER 2014003888, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, FOR THE SOUTHERNMOST CORNER AND POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT OF LAND,

THENCE, WITH THE COMMON LINE OF SAID 195.138 ACRE TRACT AND SAID 137.54 ACRE TRACT OF LAND, THE FOLLOWING TWO (2) COURSES AND DISTANCES, NUMBERED 1 AND 2,

1) N08°21'39"W, A DISTANCE OF 514.95 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER, AND
2) N31°21'11"W, A DISTANCE OF 136.21 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" AT A SOUTHERN CORNER OF A CALLED 32.790 ACRE TRACT OF LAND CONVEYED TO LIBERTY HILL I.S.D. IN DOCUMENT NUMBER 2020021675, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, BEING IN THE SOUTHWEST LINE OF SAID 195.138 ACRE TRACT, SAME BEING IN THE NORTHEAST LINE OF SAID 137.54 ACRE TRACT, FOR A WESTERN EXTERIOR CORNER OF THE HEREIN DESCRIBED TRACT OF LAND,

THENCE, WITH THE COMMON LINE OF SAID 195.138 ACRE TRACT AND SAID 32.790 ACRE TRACT, THE FOLLOWING TWO (2) COURSES AND DISTANCES, NUMBERED 1 AND 2,

1) N58°36'51"E, A DISTANCE OF 210.37 FEET TO A 1/2 INCH IRON ROD FOUND AT THE EASTERNMOST CORNER OF SAID 32.790 ACRE TRACT OF LAND, FOR AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT OF LAND, AND
2) N19°52'49"W, A DISTANCE OF 965.07 FEET TO A 1/2 INCH IRON ROD FOUND AT THE NORTH TERMINUS OF EAST SANTA RITA BOULEVARD (90' R.O.W.), FOR AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT OF LAND,

THENCE, WITH THE COMMON LINE OF SAID 195.138 ACRE TRACT AND SAID EAST SANTA RITA BOULEVARD, THE FOLLOWING FOUR (4) COURSES AND DISTANCES, NUMBERED 1 THROUGH 4,

1) S69°30'38"W, A DISTANCE OF 67.53 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER AT THE BEGINNING OF A CURVE TO THE RIGHT,
2) ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 800.00 FEET, AN ARC LENGTH OF 383.93 FEET, AND A CHORD THAT BEARS S83°15'34"W, A DISTANCE OF 380.26 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER,
3) N82°59'31"W, A DISTANCE OF 280.59 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER AT THE BEGINNING OF A CURVE TO THE RIGHT, AND
4) ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 23.57 FEET, AND A CHORD THAT BEARS N37°58'53"W, A DISTANCE OF 21.22 FEET TO A 1/2 INCH IRON ROD FOUND FOR A WESTERN CORNER OF THE HEREIN DESCRIBED TRACT OF LAND,

THENCE, OVER AND ACROSS A CALLED 204.423 ACRE TRACT OF LAND CONVEYED TO SANTA RITA C7 INVESTMENTS, LLC., IN DOCUMENT NUMBER 2013061332, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND A CALLED 810.32 ACRE TRACT OF LAND CONVEYED TO SANTA RITA C7 INVESTMENTS, LLC., IN DOCUMENT NUMBER 2013061332, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND WITH THE NORTHERN BOUNDARY LINE OF SAID 195.138 ACRE TRACT, THE FOLLOWING FIFTY-THREE (53) COURSES AND DISTANCES, NUMBERED 1 THROUGH 53,

1) N07°01'44"E, A DISTANCE OF 123.79 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER AT THE BEGINNING OF A CURVE TO THE LEFT,
2) ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 864.00 FEET, AN ARC LENGTH OF 322.01 FEET, AND A CHORD THAT BEARS N03°38'52"W, A DISTANCE OF 320.15 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER AT THE BEGINNING OF A CURVE TO THE RIGHT,
3) ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 22.20 FEET, AND A CHORD THAT BEARS N28°03'57"E, A DISTANCE OF 20.23 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
4) S19°32'37"E, A DISTANCE OF 135.00 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
5) N70°27'23"E, A DISTANCE OF 215.00 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
6) N19°32'37"W, A DISTANCE OF 135.00 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
7) N70°27'23"E, A DISTANCE OF 20.84 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
8) S55°16'52"E, A DISTANCE OF 172.48 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
9) N71°50'20"E, A DISTANCE OF 261.07 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER AT THE BEGINNING OF A CURVE TO THE LEFT,
10) ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 50.00 FEET, AN ARC LENGTH OF 44.09 FEET, AND A CHORD THAT BEARS S43°25'12"E, A DISTANCE OF 42.67 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER AT THE BEGINNING OF A CURVE TO THE RIGHT,
11) ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, AN ARC LENGTH OF 21.03 FEET, AND A CHORD THAT BEARS S44°35'03"E, A DISTANCE OF 20.41 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
12) S20°29'22"E, A DISTANCE OF 55.45 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER AT THE BEGINNING OF A CURVE TO THE LEFT,
13) ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 325.00 FEET, AN ARC LENGTH OF 110.99 FEET, AND A CHORD THAT BEARS S30°16'21"E, A DISTANCE OF 110.45 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER AT THE BEGINNING OF A CURVE TO THE RIGHT,
14) S40°03'20"E, A DISTANCE OF 53.64 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER AT THE BEGINNING OF A CURVE TO THE RIGHT,
15) ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 275.00 FEET, AN ARC LENGTH OF 93.91 FEET, AND A CHORD THAT BEARS S30°16'21"E, A DISTANCE OF 93.46 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
16) S20°29'22"E, A DISTANCE OF 55.45 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
17) N69°30'38"E, A DISTANCE OF 50.00 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
18) S20°29'22"E, A DISTANCE OF 80.91 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER AT THE BEGINNING OF A CURVE TO THE LEFT,
19) ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 23.52 FEET, AND A CHORD THAT BEARS S65°24'20"E, A DISTANCE OF 21.18 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
20) N69°30'38"E, A DISTANCE OF 1072.29 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER AT THE BEGINNING OF A CURVE TO THE LEFT,
21) ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 1955.00 FEET, AN ARC LENGTH OF 229.12 FEET, AND A CHORD THAT BEARS N66°09'12"E, A DISTANCE OF 228.99 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER AT THE BEGINNING OF A CURVE TO THE LEFT,
22) ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 23.81 FEET, AND A CHORD THAT BEARS N17°18'57"E, A DISTANCE OF 21.39 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
23) N28°09'51"W, A DISTANCE OF 0.31 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
24) N61°50'09"E, A DISTANCE OF 50.00 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER AT THE BEGINNING OF A CURVE TO THE LEFT,
25) ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 23.93 FEET, AND A CHORD THAT BEARS S73°51'56"E, A DISTANCE OF 21.47 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
26) LEAVING SAID NORTHERN BOUNDARY LINE OF SAID 195.138 ACRE TRACT AND CROSSING SAID 195.138 ACRE TRACT, S29°34'01"E, A DISTANCE OF 90.00 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER AT THE BEGINNING OF A CURVE TO THE LEFT,
27) ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 2045.00 FEET, AN ARC LENGTH OF 246.22 FEET, AND A CHORD THAT BEARS N56°59'02"E, A DISTANCE OF 246.07 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
28) N53°32'04"E, A DISTANCE OF 110.03 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER AT THE BEGINNING OF A CURVE TO THE LEFT,
29) ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 1990.00 FEET, AN ARC LENGTH OF 123.48 FEET, AND A CHORD THAT BEARS N51°45'25"E, A DISTANCE OF 123.46 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR THE NORTHERNMOST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND,
30) S45°21'18"E, A DISTANCE OF 441.15 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
31) S50°58'48"E, A DISTANCE OF 59.45 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
32) S56°36'18"E, A DISTANCE OF 106.27 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
33) S62°13'48"E, A DISTANCE OF 135.69 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
34) S73°28'48"E, A DISTANCE OF 183.98 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
35) S84°43'48"E, A DISTANCE OF 171.19 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
36) N49°17'47"E, A DISTANCE OF 34.75 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
37) N03°19'22"E, A DISTANCE OF 141.61 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
38) S86°40'38"E, A DISTANCE OF 43.28 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
39) S03°19'22"W, A DISTANCE OF 140.00 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
40) S32°28'41"E, A DISTANCE OF 32.44 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
41) S68°16'44"E, A DISTANCE OF 74.85 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
42) N84°25'18"E, A DISTANCE OF 76.88 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
43) N63°49'27"E, A DISTANCE OF 76.88 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
44) S24°17'02"E, A DISTANCE OF 182.73 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR THE EASTERNMOST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND,
45) S63°24'27"W, A DISTANCE OF 257.88 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
46) S49°28'31"W, A DISTANCE OF 398.58 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
47) S46°25'07"W, A DISTANCE OF 71.39 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
48) S33°44'09"W, A DISTANCE OF 75.64 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
49) S55°32'23"W, A DISTANCE OF 64.25 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
50) S69°30'03"W, A DISTANCE OF 158.95 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
51) S20°29'57"E, A DISTANCE OF 135.00 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
52) S69°30'03"W, A DISTANCE OF 117.24 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER, AND
53) S20°29'57"E, A DISTANCE OF 207.82 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" IN THE SOUTHEAST LINE OF SAID 195.138 ACRE TRACT OF LAND, BEING IN THE NORTHWEST LINE OF LOT 10, BLOCK K, OF SAID MORNINGSTAR, PHASE 2, SECTION 4 & 5, FOR A SOUTHEASTERN CORNER OF THE HEREIN DESCRIBED TRACT OF LAND,

THENCE, S69°30'02"W, WITH THE SOUTHEAST LINE OF SAID 195.138 ACRE TRACT OF LAND, THE NORTHWEST LINE OF SAID MORNINGSTAR, PHASE 2, SECTION 4 & 5, A DISTANCE OF 2240.02 FEET TO THE POINT OF BEGINNING AND CONTAINING 102.576 ACRES OF LAND.

Carlson, Brigance & Doering, Inc.
FIRM ID #F3791 ◆ REG. # 10024900
Civil Engineering ◆ Surveying
5501 West William Cannon ◆ Austin, Texas 78749
Phone No. (512) 280-5160 ◆ Fax No. (512) 280-5165

SANTA RITA RANCH PHASE 4, SECTION 1
FINAL PLAT

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

I, JAMES EDWARD HORNE, VICE PRESIDENT, SANTA RITA KC, LLC. OWNER THAT CERTAIN CALLED 195.138 ACRE TRACT OF LAND CONVEYED IN DOCUMENT NUMBER 2021003517, AND THAT CERTAIN CALLED 4.274 ACRE TRACT OF LAND CONVEYED IN DOCUMENT NUMBER 2020005396, BOTH OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SITUATED IN THE GREENLEAF FISK SURVEY, ABSTRACT NUMBER 5, WILLIAMSON COUNTY, TEXAS, AS SHOWN HEREON, AND DO HEREBY SUBDIVIDE, 102.669 ACRE SAID TRACTS AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE. THIS SUBDIVISION IS TO BE KNOWN AS,

"SANTA RITA RANCH PHASE 4, SECTION 1 FINAL PLAT"

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 17th DAY OF August, 20 21.

SANTA RITA KC, LLC.
A TEXAS LIMITED PARTNERSHIP

BY: MREM TEXAS MANAGER, LLC,
A DELAWARE LIMITED LIABILITY COMPANY, ITS MANAGER

BY: _____
JAMES EDWARD HORNE, VICE PRESIDENT
1700 CROSS CREEK LANE, STE. 100
LIBERTY HILL, TX 78642

STATE OF TEXAS §

COUNTY OF WILLIAMSON §

BEFORE ME THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED JAMES EDWARD HORNE, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT OF WRITING, AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE 17th DAY OF August, 20 21 A.D.

Susan O. Martin
NOTARY PUBLIC IN AND FOR WILLIAMSON COUNTY, TEXAS

SUSAN O MARTIN
Notary Public, State of Texas
My Commission Expires
November 07, 2023
NOTARY ID 1042593-4

CONSENT OF MORTGAGEE

THE UNDERSIGNED, BEING THE SOLE OWNER AND HOLDER OF TWO DEED OF TRUST LIENS SECURED BY THE PROPERTY, THE FIRST DATED OCTOBER 31, 2013 RECORDED AS DOCUMENT NO. 2013103003 IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SECURING A NOTE OF EVEN DATE THEREWITH, AND THE SECOND DATED JANUARY 31, 2018 RECORDED AS DOCUMENT NO. 2018009177, SECURING A NOTE OF EVEN DATE THEREWITH, EXECUTES THIS DECLARATION SOLELY FOR THE PURPOSES OF EVIDENCING ITS CONSENT TO THE TERMS AND PROVISIONS HEREOF.

INTERNATIONAL BANK OF COMMERCE,
A TEXAS BANKING ASSOCIATION

BY: _____
PRINTED NAME: Jason Rangel
TITLE: First Vice President

STATE OF TEXAS,
COUNTY OF Travis

BEFORE ME ON THIS DAY PERSONALLY APPEARED Jason Rangel, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 17 DAY OF August, A.D., 2021.

BY: Araceli Hernández
NOTARY PUBLIC, STATE OF TEXAS

ARACELI HERNANDEZ
Notary Public, State of Texas
Commission Expires 06-02-2024
Notary ID 126285198

PRINTED NAME: Araceli Hernández

MY COMMISSION EXPIRES 6-2-24

CITY OF LIBERTY HILL APPROVAL

THE CITY OF LIBERTY HILL, TEXAS ACKNOWLEDGES RECEIPT OF THIS PLAT FOR REVIEW AND/OR APPROVAL IN CONJUNCTION WIH PLANNING PURPOSES AND PAYMENT OF APPLICABLE FEES FOR THE PROVISION OF WATER AND/OR WASTEWATER SERVICES.

_____ 8.17.2021
JOHN BYRUM, DIRECTOR OF PLANNING — DATE
CITY OF LIBERTY HILL, TEXAS

ROAD NAME & 911 ADDRESSING APPROVAL

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE 17th DAY OF August, 2021 A.D.

Teresa Baker
WILLIAMSON COUNTY ADDRESSING COORDINATOR
WILLIAMSON COUNTY, TEXAS

PRINTED NAME: Teresa Baker

STATE OF TEXAS:

COUNTY OF TRAVIS:

NO PORTION OF THIS TRACT IS WITHIN THE 100 YEAR FLOOD PLAIN AS SHOWN ON FLOOD INSURANCE RATE COMMUNITY PANEL #48491C0275E, EFFECTIVE SEPTEMBER 26, 2008 FOR WILLIAMSON COUNTY, TEXAS.

I, STEVEN P. CATES, P.E., AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS, TO PRACTICE THE PROFESSION OF ENGINEERING, AND HEREBY CERTIFY THAT THIS SUBDIVISION PLAT COMPLIES WITH THE REQUIREMENTS OF WILLIAMSON COUNTY.

ENGINEERING BY: _____ 8-17-2021
STEVEN P. CATES, P.E. NO. 93648 — DATE
CARLSON, BRIGANCE & DOERING, INC.
5501 WEST WILLIAM CANNON DRIVE,
AUSTIN, TEXAS 78749

STATE OF TEXAS
STEVEN P. CATES
93648
LICENSED
PROFESSIONAL ENGINEER

CARLSON, BRIGANCE, & DOERING, INC.
ID # F3791

THIS FLOOD STATEMENT, AS DETERMINED BY A H.U.D.-F.I.A. FLOOD INSURANCE RATE MAP, DOES NOT IMPLY THAT THE PROPERTY OR THE IMPROVEMENTS THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. ON RARE OCCASIONS, GREATER FLOODS CAN AND WILL OCCUR, AND FLOOD HEIGHTS MAY INCREASE BY MAN-MADE OR NATURAL CAUSES.

THIS STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF ENGINEER OR SURVEYOR.

STATE OF TEXAS:

COUNTY OF TRAVIS:

I, AARON V. THOMASON, R.P.L.S., AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS, TO PRACTICE THE PROFESSION OF SURVEYING, AND HEREBY CERTIFY THAT THIS SUBDIVISION PLAT COMPLIES WITH THE WILLIAMSON COUNTY SUBDIVISION ORDINANCE. ALL EASEMENTS OF RECORD ARE SHOWN OR NOTED ON THE PLAT.

SURVEYED BY: _____ 17th of 2021
AARON V. THOMASON, R.P.L.S. NO. 6214 — DATE
CARLSON, BRIGANCE & DOERING, INC.
5501 WEST WILLIAM CANNON DRIVE,
AUSTIN, TEXAS 78749
aaron@cbdeng.com

STATE OF TEXAS
REGISTERED
AARON V. THOMASON
6214
PROFESSIONAL
LAND SURVEYOR

STATE OF TEXAS
COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS;

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

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

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

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

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

NANCY RISTER, CLERK COUNTY COURT
OF WILLIAMSON COUNTY, TEXAS

BY: _____, DEPUTY

Carlson, Brigance & Doering, Inc.
FIRM ID #F3791 ◆ REG. # 10024900
Civil Engineering ◆ Surveying
5501 West William Cannon ◆ Austin, Texas 78749
Phone No. (512) 280-5160 ◆ Fax No. (512) 280-5165

J:\AC3D\5210\Survey\SANTA RITA PHASE 4, SECTION 1 PLAT

Commissioners Court - Regular Session **26.**

Meeting Date: 09/28/2021

Final plat for the 1625 CR 255 subdivision – Pct 3

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

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

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

Background

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

Timeline

2021-07-16 – initial submittal of final plat
2021-08-13 – 1st review complete with comments
2021-08-31 – 2nd submittal of final plat
2021-09-14 – 2nd review complete with comments
2021-09-16 – 3rd submittal of final plat
2021-09-16 – 3rd review complete with comments clear
2021-09-23 – final plat received with signatures
2021-09-23 – final plat placed on the September 28, 2021 Commissioners Court agenda for consideration

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Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

final plat - 1625 CR 255

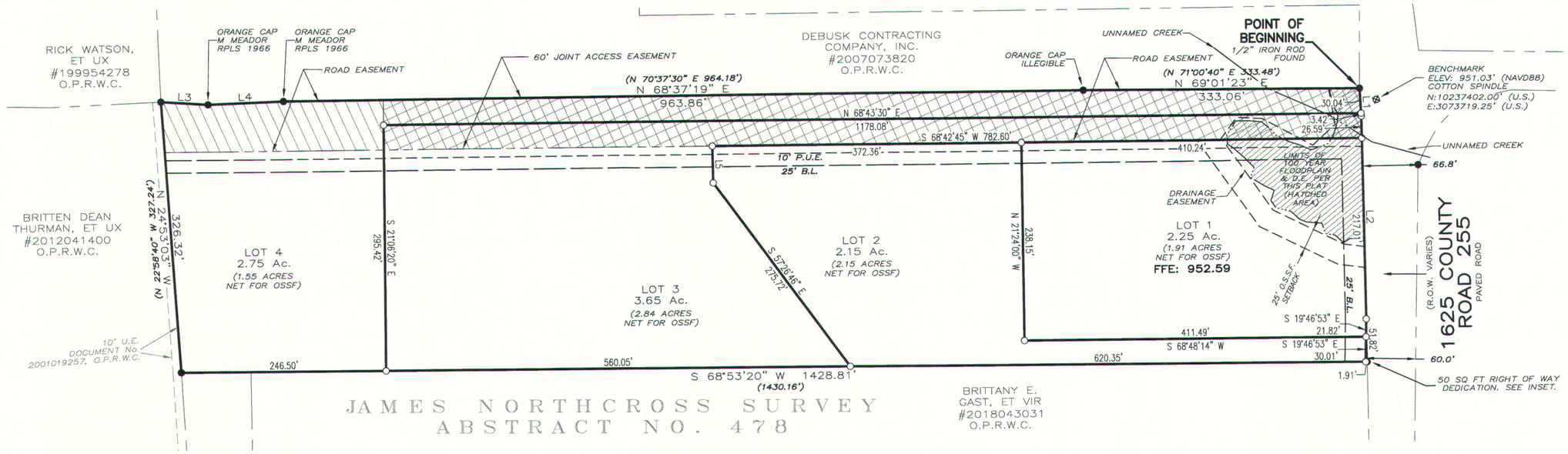
Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/23/2021 12:56 PM
Form Started By: Adam Boatright		Started On: 09/23/2021 11:57 AM
Final Approval Date: 09/23/2021		

FINAL PLAT OF:

1625 COUNTY ROAD 255

10.81 ACRES OF LAND, MORE OR LESS, OUT OF THE JAMES NORTHCROSS SURVEY, ABSTRACT No. 478, WILLIAMSON COUNTY, TEXAS, BEING THE REMAINDER OF THAT TRACT CONVEYED TO LH 38, LLC. BY DEED RECORDED UNDER DOCUMENT No. 2020107918 OF THE OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS.



100 0 100 200

Scale: 1" = 100'

BEARINGS CITED HEREON BASED ON STATE PLANE COORDINATES, GRID NORTH, CENTRAL ZONE, TEXAS NAD 83 .
ALL ELEVATIONS SHOWN HEREON ARE BASED ON TRIMBLE'S VIRTUAL REFERENCE STATIONS (VRS) NETWORK (NAVD '88)

LINE TABLE		
NUMBER	DIRECTION	DISTANCE
L1	S 24°06'28" E	33.45'
L2	S 21°53'28" E	295.41'
L3	N 72°38'25" E	56.86'
L4	N 66°52'59" E	90.92'
L5	S 21°55'30" E	44.28'

RECORD LINE TABLE		
NUMBER	DIRECTION	DISTANCE
L1	S 22°14'00" E	33.46'
L2	S 20°01'00" E	295.48'
L3	N 75°31'40" E	57.44'
L4	N 69°08'00" E	90.88'
L5	–	–

LEGEND	
●	1/2" IRON ROD NO CAP FOUND (UNLESS OTHERWISE NOTED)
O	1/2" IRON ROD SET W/PLASTIC CAP STAMPED "TLS"
( )	RECORD INFORMATION
D.E.	DRAINAGE EASEMENT
B.L.	BUILDING SETBACK LINE
U.E.	UTILITY EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
R.O.W.	RIGHT-OF-WAY
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS

PERIMETER FIELD NOTES:

Being 10.80 acres of land, more or less, out of the James Northcross Survey, Abstract No. 478, Williamson County, Texas, being that tract conveyed to LH 38, LLC by deed recorded in Document No. 2020207918, Official Public Records, Williamson County, Texas, as surveyed on the ground by Texas Land Surveying, Inc. on August 18th, 2020, and further described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod found in the west line of County Road 255, marking the southeast corner of a tract conveyed to Debusk Contracting Company, Inc., by deed recorded in Document No. 2007073820, of said Official Public Records, for the northeast corner of said Turner tract and this tract, from which a 1/2 inch iron rod found, marking an angle point of the Resubdivision of Lot 23, Farris Ranch Section Two, said plat recorded in Cabinet M, Slide 45, Plat Records, Williamson County, Texas, bears N 20°36'01" W, 149.39 feet;

THENCE: S 24°06'28" E, 33.45 feet with the west line of said County Road 255 and the east line of said Turner tract to a 1/2 inch iron rod with pink cap stamped "TLS" set, for an angle point of said Turner tract and this tract;

THENCE: S 21°53'28" E, 295.41 feet with the west line of said County Road 255 and the east line of said Turner tract to a 1/2 inch iron rod found, marking the northeast corner of a tract conveyed to Brittany E. Gast, et vir, by deed recorded in Document No. 2018043031, of said Official Public Records, for the southeast corner of said Turner tract and this tract;

THENCE: S 68°53'20" W, with the north line of said Gast tract and the south line of said Turner tract at 1345.00 feet passing a 1/2 inch iron rod found, marking the northwest corner of said Gast tract, continuing with the south line of said Turner tract in all 1428.81 feet to a 1/2 inch iron rod found, marking an angle point of a tract conveyed to Britten Dean Thurman, et ux, by deed recorded in Document No. 2012041400, of said Official Public Records, for the southwest corner of said Turner tract and this tract;

THENCE: N 24°53'03" W, 326.32 feet with the east line of said Thurman tract and the west line of said Turner tract to a 1/2 inch iron rod found, marking the southeast corner of a tract conveyed to Rick Watson, et ux, by deed recorded in Document No. 199954278, of said Official Public Records, also marking the southwest corner of said Debusk tract, for the northwest corner of said Turner tract and this tract;

THENCE: N 72°38'25" E, 56.86 feet with the south line of said Debusk tract and the north line of said Turner tract to a 1/2 inch iron rod with orange cap stamped "M Meadow RPLS 1966" found, marking an angle point of said Debusk tract, for an angle point of said Turner tract and this tract;

THENCE: N 66°52'59" E, 90.92 feet into and across said Debusk tract and with the north line of said Turner tract to a 1/2 inch iron rod with orange cap stamped "M Meadow RPLS 1966" found, for an angle point of said Turner tract and this tract;

THENCE: N 68°37'19" E, 963.86 feet into and across said Debusk tract and with the north line of said Turner tract to a 1/2 inch iron rod with illegible orange cap found, for an angle point of said Turner tract and this tract ;

THENCE: N 69°01'23" E, 333.06 feet into and across said Debusk tract and with the north line of said Turner tract to the Point of Beginning.

Bearings cited hereon based on Grid North Texas State Plane Coordinate System (Central Zone) NAD83.

DRIVEWAY TABLE						
LOT NUMBER	DRIVEWAY TYPE	CULVERT SIZE IN	NUMBER OF BARRELS	CULVERT LENGTH FT	INVERT IN EL	INVERT OUT EL
1	W/ CULVERT	18	3	22	949.8±	949.5±
2	W/ CULVERT	18	3	22	948±	947.7±
3&4 (Shared)	W/ EX CULVERT	EX 18	1	22±	948±	947.7±

Notes:
1. culverts shall include a safety end and treatment as detailed in the construction plans.
2. Minimum driveway spacing is 100 feet (from center to center).
3. A driveway application from Williamson County is required to modify the existing driveway for Lots 3 & 4.

PLAT NOTES

1. Right-of-way easements for roadways or improving drainage shall be maintained by the landowner until road or drainage improvements are actually constructed on the property. The County has the right at any time to take possession of any road easement for the construction, improvement or maintenance of the future road.
2. The landowner assumes all risks associated with improvements located in the right-of-way or road easements. By placing anything in the right-of-way or road easements, the landowner indemnifies and holds the County, its officers, and employees harmless from any liability owing to property defects or negligence not attributable to them and acknowledges that the improvements may be removed by the County and that the Owner of the improvement shall be responsible for the relocation and/or replacement of the improvement.
3. In approving this plat by the Commissioner's Court of Williamson County, Texas, it is understood that the building of all roads, and other public thoroughfares and any bridges or culverts necessary to be constructed or placed is the responsibility of the owner(s) of the tract of land covered by this plat in accordance with the plans and specifications prescribed by the Commissioner's Court of Williamson County, Texas. Said Commissioner's Court assumes no obligation to build any of the roads, or other public thoroughfares shown on this plat, or of constructing any of the bridges or drainage improvements in connection therewith. The County will assume no responsibility for drainage ways or easements in the subdivision, other than those draining or protecting the road system.
4. 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.
5. The County assumes no responsibility for the accuracy of representations by other parties in this plat. Floodplain data, in particular, may change. It is further understood that the owners of the tract of land covered by this plat must install at their own expense all traffic control devices and signage that may be required before the roads in the subdivision have finally been accepted for maintenance by the County.
6. Lots 3 and 4 to share driveway access and no more than three (3) addresses can utilize the shared driveway; otherwise platting may apply.
7. Maintenance responsibility for drainage will not be accepted by the county other than that accepted in connection with draining or protecting the road system. Maintenance responsibility for storm water management controls will remain with the owner.
8. Except in areas required to meet legal accessibility requirements, the minimum finished floor elevation shall be one (1) foot higher than the highest spot elevation that is located within five (5) feet outside the perimeter of the building, or at least one foot above the BFE, whichever is higher.
9. The minimum FFE for Lot 1 is 952.59 feet which is higher than the 100-Year Floodplain elevation of 951.59 feet.
10. The minimum finished floor elevations (FFE) for lots shown on this plat are determined by a study by Cude Engineers, dated May 12, 2021.
11. Obstructions are prohibited within the drainage easement.
12. No lot in this subdivision is encroached by a Special Flood Hazard Area(s) inundated by the 100-year (1% chance) flood as identified by the U.S. Federal Emergency Management Agency Flood Insurance Rate Map, community No. 48491C0275E, effective date: Sept. 26, 2008 for Williamson County, Texas.
13. A certificate of compliance is hereby issued for all lots within this subdivision, except for Lot 1. This certificate of compliance is valid until such time as FEMA or the county revises or newly adopts floodplain boundaries in this vicinity.
14. A floodplain development permit may be required FOR Lot 1 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.
15. Water Service is provided by: City of Georgetown.
wastewater service provided by: On-site Sewage Facility.
16. All public roadways and easements as shown on this plat are free of liens.
17. Improvements within the County Road right-of-way including, but not limited to, landscaping, irrigation, lighting, custom signs, is prohibited without first obtaining an executed license agreement with Williamson County.

FINAL PLAT OF:
1625 COUNTY ROAD 255

OWNERS: LH 38, LLC
6706 W COURTYARD
AUSTIN, TEXAS 78730

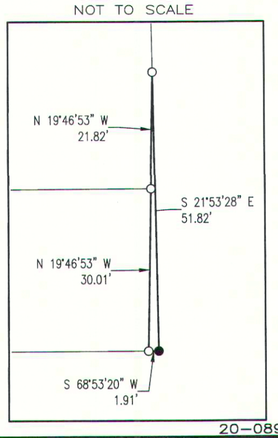
ACREAGE: 10.81 ACRES
SURVEY ABSTRACT: JAMES NORTHCROSS SURVEY, ABSTRACT No. 478

NO. OF BLOCKS: 1
NO. OF LOTS: 4
NEW STREETS: NONE
SUBMISSION DATE: JUNE 15, 2021
RESUBMISSION DATE: JULY 16, 2021
3rd SUBMISSION DATE:
4th SUBMISSION DATE:
FINAL SUBMISSION DATE:

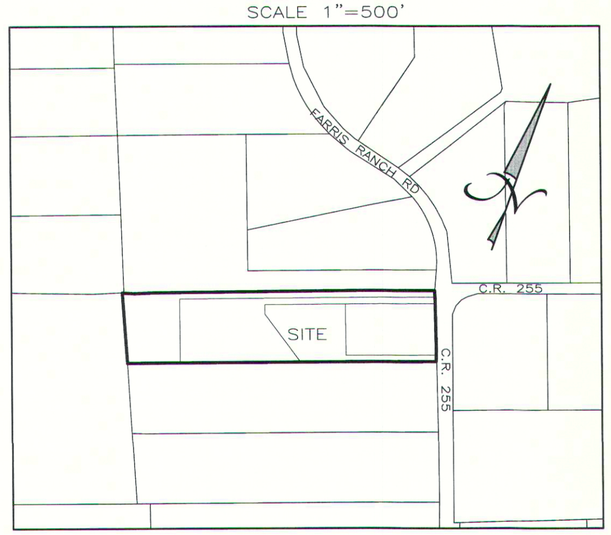
SURVEYOR: Texas Land Surveying, Inc.
3613 Williams Drive, Suite 903
Georgetown, Texas 78628
512-930-1600 – phone
512-930-9389 – fax

ENGINEER: Cude Engineers
12301 Research Blvd. Bldg. V
Suite 160, Austin, TX 78759

INSET:
RIGHT OF WAY DEDICATION
NOT TO SCALE



VICINITY MAP
SCALE 1"=500'



Texas Land Surveying, Inc.
3613 Williams Drive, Suite 903 – Georgetown, Texas 78628
(512) 930-1600/(512) 930-9389 fax
www.texas-ls.com
TBPLS FIRM NO.10056200

20-0890

SHEET 1 OF 2

FINAL PLAT OF:

1625 COUNTY ROAD 255

10.81 ACRES OF LAND, MORE OR LESS, OUT OF THE JAMES NORTHCROSS SURVEY, ABSTRACT No. 478, WILLIAMSON COUNTY, TEXAS, BEING THE REMAINDER OF THAT TRACT CONVEYED TO LH 38, LLC. BY DEED RECORDED UNDER DOCUMENT No. 2020107918 OF THE OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS.

WILLIAMSON COUNTY ON-SITE SEWAGE FACILITIES (OSSF)

Based upon the above representations of the Engineer or Surveyor whose seal is affixed hereto, and after a review of the survey as represented by the said Engineer or Surveyor, I find that this plat complies with the requirements of Edwards Aquifer Regulations for Williamson County and Williamson County On-Site Sewage Facility Regulations. This certification is made solely upon such representations and should not be relied upon for verifications of the facts alleged. The Williamson County Engineer's Office and Williamson County disclaim any responsibility to any member of the public for independent verification of the representations, factual or otherwise, contained in this plat and the documents associated with it.

FOR J. Terron Evertson, PE, DR, CFM
Williamson County Engineer

Adam D. Boatright

9/23/2021

Date

OWNER'S SIGNATURE

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

LH 38, LLC, a Texas Limited Liability Company, owner of that certain tract of land situated in Williamson County, Texas, out of the James Northcross Survey Abstract No. 478, and being the remainder of that tract conveyed to Billy P. Turner, Jr., et ux, described in a Warranty Deed recorded under Document No. 2006113762 of the Official Public Records of Williamson County, Texas, and do hereby Re-subdivide said tract shown hereon, and do hereby consent to all plat note requirements shown hereon, and do hereby dedicate to Williamson County the streets, alleys, rights-of-way, easements and public places shown hereon for such public purposes as Williamson County may deem appropriate. This subdivision is to be known as **FINAL PLAT OF: 1625 COUNTY ROAD 255**

TO CERTIFY WHICH, WITNESS by my hand this 20 day of September, 2021

Joe P. Owen

LH, 38, LLC, A TEXAS LIMITED LIABILITY COMPANY
6706 W COURTYARD
AUSTIN, TX 78730

Notary Public in and for the State of Texas
My Commission expires on: 9-26-25.

ROBIN GUENTER
My Notary ID # 7631397
Expires September 26, 2025

LIEN HOLDER'S SIGNATURE

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

I, Danny Floyd, trustee of that certain tract of land in Williamson County, Texas, out of the James Northcross Survey Abstract No. 478, and being the remainder of that tract conveyed to Billy P. Turner, Jr., et ux, described in a Warranty Deed recorded under Document No. 2006113762 of the Official Public Records of Williamson County, Texas, and do hereby Re-subdivide said tract shown hereon, and do hereby consent to all plat note requirements shown hereon, and do hereby dedicate to Williamson County the streets, alleys, rights-of-way, easements and public places shown hereon for such public purposes as Williamson County may deem appropriate. This subdivision is to be known as **FINAL PLAT OF: 1625 COUNTY ROAD 255**

TO CERTIFY WHICH, WITNESS by my hand this 20 day of September, 2021

Danny Floyd

DANNY FLOYD
TRUSTEE
D&W HOLDINGS, LTD
117 EAST JACKSON STREET
BURNET, TX 78611

Notary Public in and for the State of Texas
My Commission expires on: 9-26-25

ROBIN GUENTER
My Notary ID # 7631397
Expires September 26, 2025

ENGINEER'S CERTIFICATION

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

I, Jacob Mealey, a Licensed Professional Engineer in the State of Texas, do hereby certify that this subdivision is not located in the Edwards Aquifer Recharge Zone and is not encroached by a Zone "A" flood area, as denoted herein, and as defined by Federal Emergency Management Administration Flood Hazard Boundary Map, Community Panel Number 48491C0275E, effective date September 26, 2008. and that these lots conform to the Subdivision Regulations of the City of Georgetown.

The fully developed, concentrated stormwater runoff resulting from the One Hundred (100) Year frequency storm is contained within the Drainage Easements shown, or Rights-Of-Way dedicated by this plat.

TO CERTIFY WHICH, WITNESS my hand and seal at Georgetown, Williamson County,

Texas, this 17 day of SEPTEMBER, 2021.

Jacob Mealey

Cude Engineers
Jacob Mealy
Licensed Professional Engineer No. 127442
State of Texas

STATE OF TEXAS
JACOB D. MEALEY
127442
LICENSED
PROFESSIONAL ENGINEER

SURVEYOR'S CERTIFICATION

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

I, Kenneth Louis Crider, Registered Professional Land Surveyor in the State Of Texas, do hereby certify that I prepared this plat from an actual and accurate on-the ground survey of the land shown hereon, and that the corner monuments shown hereon will be properly placed under my personal supervision in accordance with the Subdivision Regulations of Williamson County, Texas, upon completion and final County approval of the plat, and that all known easements within the boundary of the plat are shown hereon.

TO CERTIFY WHICH, WITNESS my hand and seal at Georgetown, Williamson County, Texas,
this 20th day of September, 2021.

Kenneth Louis Crider
Registered Professional Land Surveyor No. 5624
State of Texas

STATE OF TEXAS
REGISTERED
KENNETH LOUIS CRIDER
5624
PROFESSIONAL
LAND SURVEYOR

ROAD NAME AND 911 ADDRESSING APPROVAL:

Road name and address assignments verified this the_____ day of_____, 20____ A.D.

Williamson County Addressing Coordinator

COUNTY JUDGE'S APPROVAL

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

I, Bill Gravell, County Judge of Williamson County, Texas, do hereby certify that this map or plat, with field notes hereon, for a subdivision having been fully presented to the Commissioners Court of Williamson County, Texas, and by the said Court duly considered, were on this day approved and that this plat is authorized to be registered and recorded in the proper records of the County Clerk of Williamson County, Texas.

Bill Gravell, County Judge
Williamson County, Texas

Date

COUNTY CLERK'S CERTIFICATION

STATE OF TEXAS §
§ KNOW 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 certificate of authentication was filed for record in my office on the _____ day of _____, 20____ A.D., at _____ o'clock, ____.M., and duly recorded this the day of _____, 20____ A.D., at _____ o'clock, ____.M., in the Official Public Records of said County in Instrument No. _____.

TO CERTIFY WHICH, WITNESS my hand and seal at the County Court of said County, at my office in Georgetown, Texas, the date last shown above written.

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

By:_____, Deputy

Texas Land Surveying, Inc.
3613 Williams Drive, Suite 903 – Georgetown, Texas 78628
(512) 930-1600/(512) 930-9389 fax
www.texas-ls.com
TBPLS FIRM NO.10056200

Commissioners Court - Regular Session **27.**

Meeting Date: 09/28/2021

Presentation of agency award by FBI-LEEDA to Precinct 4 Constable Paul Leal and his staff

Submitted By: Brian Olson, Constable Pct. #4

Department: Constable Pct. #4

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on recognizing Williamson County Precinct 4 Constable Paul Leal and his staff receiving the FBI-LEEDA (Law Enforcement Executive Development Association) agency award and becoming the first Constable office in the nation to have every commissioned Deputy of the agency earn and receive the FBI-LEEDA Trilogy Award.

Background

To earn the FBI-LEEDA Trilogy Award, a student must complete an intensive 85 hour, 3-part training series to include FBI-LEEDA's Supervisor Leadership Institute, Command Leadership Institute, and Executive Leadership Institute.

The Mission Statement of FBI-LEEDA is to advance the science and art of law enforcement leadership and promote the exchange of information to improve law enforcement management practices through training, education, and networking among police professionals across the United States and beyond.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/20/2021 10:58 AM
Form Started By: Brian Olson		Started On: 09/20/2021 09:53 AM
Final Approval Date: 09/20/2021		

Commissioners Court - Regular Session **28.**

Meeting Date: 09/28/2021

Proclamation of Domestic and Teen Dating Violence Awareness Month

Submitted By: Grace Frias, District Attorney

Department: District Attorney

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving a Proclamation designating October for Domestic and Teen Datiing Violence Awareness Month.

Background

Please see attached Proclamation.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

2021 Proclamation for Domestic Violence Month

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/17/2021 09:13 AM
Form Started By: Grace Frias		Started On: 09/16/2021 01:51 PM
Final Approval Date: 09/17/2021		

PROCLAMATION

WHEREAS, the crime of domestic violence violates the basic human rights and dignity due to systematic use of physical, emotional, sexual, psychological and economic control; and

WHEREAS, teen dating violence involves physical, sexual, verbal, emotional, economic, or other teen behaviors including harassment by texting, email or other forms of social media are committed by a person who is intending to harm, threaten, intimidate, harass, control, isolate, or monitor another person with whom they have or have had a dating relationship, and is a reality for many teenagers, one of which many parents and guardians are unaware; and

WHEREAS, the problems of domestic and teen dating violence are not confined to any particular group or groups of people, but cut across all economic, racial, gender and societal barriers, and are supported when society ignores or tolerates violence at home or in our schools, and

WHEREAS, the impact of domestic violence is wide-ranging, directly affecting individuals and society as a whole, here in this community, throughout the United States and the world, and

WHEREAS, women and men need to work together to bring safety and equality and;

WHEREAS, the Williamson County Sheriff's Office, Hope Alliance are partnering with the Williamson County Domestic Assault Response Team to promote Domestic and Teen Dating Violence Awareness in our local communities and;

WHEREAS, last year Hope Alliance provided a total of 2,663 Hotline calls, provided face-to-face services to over 255 local victims of domestic violence and provided 6,986 sheltered nights of safety; and

WHEREAS, last year Hope Alliance provided these direct services to 913 victims from Williamson County. In addition to these services, Hope Alliance Advocates provided 17 Court Accompaniments for clients. Because of "Stay Home" orders, Hope Alliance added two new services: Counseling by video and crisis chat via website; and

THEREFORE, BE IT PROCLAIMED, that the Williamson County Commissioners Court designates month of October 2021 as

National Domestic and Teen Dating Violence Awareness Month

And call upon the people of Williamson County to recognize and support the important work accomplished by all area Law Enforcement agencies, Hope Alliance and Williamson County Domestic Assault Response Team.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Seal of the City of _____, Texas to be affixed this _____day of September 2021.

Commissioners Court - Regular Session **30.**

Meeting Date: 09/28/2021

FY 22 General Fund Budget Amendment

Submitted By: Ashlie Holladay, Budget Office

Department: Budget Office

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 of Non-Departmental in the General Fund for fiscal year 2021-2022.

Background

Additional expenses will be incurred for the general fund for FY22 for insurance related claims and updated premium rates (i.e. dwellings and general liability) resulting from contracts currently in the negotiation process.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100-0409-004419	NonDepartmental/Property Insu	$166,955
	0100-0409-004998	NonDepartmental/Contingencies	$345,000

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/21/2021 01:28 PM
Budget Office (Originator)	Ashlie Holladay	09/21/2021 01:55 PM
County Judge Exec Asst.	Becky Pruitt	09/22/2021 08:10 AM
Form Started By: Ashlie Holladay		Started On: 09/20/2021 02:48 PM
Final Approval Date: 09/22/2021		

Commissioners Court - Regular Session **31.**

Meeting Date: 09/28/2021

FY22 Road and Bridge Budget Amendment

Submitted By: Ashlie Holladay, Budget Office

Department: Budget Office

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necesscity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures in the Road and Bridge Fund for fiscal year 2021-2022.

Background

Additional expenses will be incurred for the Road and Bridge fund for FY 22 for insurance related claims and updated premium rates (i.e. auto liability, mobile equipment and vehicle insurance) resulting from contracts currently in the negotiation process.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0200-0210-004998	Road and Bridge/Contingencies	$125,000
	0200-0210-004414	Road and Bridge/Vehicle Insura	$108,000

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/21/2021 01:28 PM
Budget Office (Originator)	Ashlie Holladay	09/21/2021 01:55 PM
County Judge Exec Asst.	Becky Pruitt	09/22/2021 08:11 AM
Form Started By: Ashlie Holladay		Started On: 09/20/2021 02:59 PM
Final Approval Date: 09/22/2021		

Commissioners Court - Regular Session **32.**

Meeting Date: 09/28/2021

Park Donations BA Rev 09.28.21

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	$56.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/22/2021 08:09 AM
Form Started By: Melanie Denny		Started On: 09/13/2021 02:37 PM
Final Approval Date: 09/22/2021		

Commissioners Court - Regular Session **33.**

Meeting Date: 09/28/2021

Park Donations BA Exp 09.28.21

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	$56.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/22/2021 08:09 AM
Form Started By: Melanie Denny		Started On: 09/13/2021 02:37 PM
Final Approval Date: 09/22/2021		

Commissioners Court - Regular Session **34.**

Meeting Date: 09/28/2021

Animal Shelter BA Rev 9.28.21

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 acknowledging additional revenues for the Williamson County Regional Animal Shelter Donation Fund.

Background

This is for donation collections for July 2021 through September 2021.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0546.0000.367404	Animal Shelter Donations	$37,943.14
	0546.0000.367440	Jane's Fund Donations	$10,200.41
	0546.0000.367442	Play Yard Donations	$10.01
	0546.0000.367443	Heart Worm Donations	$533.00
	0546.0000.367445	SIT Team Donations	$740.00
	0546.0000.367447	Animal Transport Donations	$5,127.10
	0546.0000.367448	Kitten Care Donations	$2,540.00
	0546.0000.370150	Sales of Pet Care Products	$2,103.83

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/22/2021 08:09 AM
Form Started By: Melanie Denny		Started On: 09/20/2021 12:49 PM
Final Approval Date: 09/22/2021		

Commissioners Court - Regular Session **35.**

Meeting Date: 09/28/2021

Animal Shelter Donations BA Exp 09.28.21

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 acknowledging additional expenditures for the Williamson County Regional Animal Shelter Donation Fund.

Background

This is for donation collections for July 2021 through September 2021.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0546.0546.003510	Purchases for Resale	$2,103.83
	0546.0546.003670	Use of Donations	$37,943.14
	0546.0546.004100	Professional Services	$10,200.41
	0546.0546.004105	Foster Home Care	$2,540.00
	0546.0546.004231	Travel	$5,127.10
	0546.0546.004232	Training	$740.00
	0546.0546.004509	Facility Enhancements	$10.01
	0546.0546.004975	Animal Medical Care	$533.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/22/2021 08:10 AM
Form Started By: Melanie Denny		Started On: 09/20/2021 12:49 PM
Final Approval Date: 09/22/2021		

Commissioners Court - Regular Session **36.**

Meeting Date: 09/28/2021

Balance Upcoming Fiscal Year Budget

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 authorizing the County Auditor to transfer sufficient monies from cash ending balance of fiscal year 2020-2021 to balance the county budget for 2021-2022.

Background

This action is necessary for the budgets to be legally balanced and adopted each fiscal year.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/22/2021 08:08 AM
Form Started By: Melanie Denny		Started On: 09/13/2021 01:45 PM
Final Approval Date: 09/22/2021		

Commissioners Court - Regular Session **37.**

Meeting Date: 09/28/2021

Line Item Transfer Authorization for Balance of Fiscal Year 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 authorizing the County Auditor to make any line item transfers necessary to complete the 2020-2021 budget within individual funds.

Background

This is an annual agenda item. Each year when the budget year ends, this authorization allows the County Auditor's Office to move monies around to cover any deficits within and between departmental lines.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/22/2021 08:08 AM
Form Started By: Melanie Denny		Started On: 09/13/2021 01:44 PM
Final Approval Date: 09/22/2021		

Commissioners Court - Regular Session **38.**

Meeting Date: 09/28/2021

Grant Participation Request

Submitted By: Michael Knipstein, EMS

Department: EMS

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving Williamson County EMS Community Health Paramedics to participate with the Williamson County and Cities Health District in the Texas Department of State Health Services COVID-19 Immunizations Grant Program.

Background

WCCHD was awarded the Texas Department of State Health Services COVID-19 Immunizations Grant. WCCHD would like to partner with Williamson County EMS CHP personnel to assist in identifying populations, coordinating vaccine efforts, and education populations on vaccines. WCCHD would utilize $74,350 of grant funding to contract with Williamson County for the CHP services outline. WCCHD would be responsible for all reporting to DSHS. Department contact – Mike Knipstein or Amy Jarosek.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Grant Form

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/20/2021 12:49 PM
Form Started By: Michael Knipstein		Started On: 09/20/2021 12:27 PM
Final Approval Date: 09/20/2021		

Grant Title/Project Name:	DSHS Covid-19 Immunizations Grant Program
Department:	Williamson County EMS CHP
Requestor:	Amy Jarosek
Contact Email:	ajarosek@wilco.org
Contact Phone Number:	512-943-1227
Start Date:	7/1/2021
End Date:	6/30/2024
Please select request category:	contract with WCCHD for vaccinations
Describe the purpose of the grant in detail to include all requirements.	WCEMS Community Health Paramedics will participate in a grant project with WCCHD. Our personell will assist in identifying populations, coordinating vaccine efforts, and educating populations on vaccines. The purpose of the project is to increase vaccination participation in vulnerable populations. Requirements of our staff include identifying populations, coordinating and participating in vaccination clinics and developing and providing education on vaccines.
Select the type of grant your department is applying for:	State
What is the amount of the grant?	$959,641.00
Please provide a breakdown of the total cost above.	$50,000.00 to be paid by 08/18/2022 for coordinating and providing vaccine clinics to WCEMS CHP $24,350.00 to be paid by 08/18/2023 for developing and providing education for vaccines to WCEMS CHP
Is there a match requirement?	No
What is the source of the match?	
Does the grant cover the cost of the request 100%?	Yes
If not, how much is left unpaid?	
What is the plan to obtain grants/funds for the remaining amount?	
List other similar assets in the County and/or region and if they are available for use?	
How is this asset request different from any similar assets currently in the County and/or region?	
What types of events/purpose would this asset be used for that cannot be accomplished with a current County asset?	
How often do these events occur?	
Identify the number of personnel required to operate this asset and/or be available for the function where it is to be used? How much time is required of those personnel? What is the cost of the personnel?	
Where will the asset be stored?	
What is the useful life of the asset?	
Will a replacement be requested from general funds when useful life has been exhausted?	

Will other agencies be billed for the use of this asset (e.g. vendors paid, employee worked hours and paid, inventory costs etc.)?	
Does this asset require insurance coverage?	
If yes, what is the estimate of asset insurance coverage?	
Will this asset require on-going maintenance? Please describe the maintenance required along with an estimate for these costs.	
How will this asset be funded when the grant ends?	
What is the impact if the grant is not received?	
New Personnel position is:	
Where will this position office?	
Who will this position report to?	
What tasks will this position perform? Include the five primary functions and the percentage of time spent to be spent on each function.	
Will this position take over tasks from current County employee?	
If yes, please explain the impact to current employee.	
How will this position be funded when the grant ends?	
Does this position or a similar position currently exist within the department?	
If “yes” how many of these similar positions exist	
Describe any alternatives considered to achieve desired outcome in lieu of a position (i.e. equipment, software, technology or change in business practice).	
Describe how workload will be accomplished/re-allocated should grant not be approved.	
List other similar items in the County and/or region and if they available for use?	n/a
How is this item request different from any similar assets currently in the County and/or region?	n/a
What types of events/purpose would this item be used for that cannot be accomplished with a current County asset?	This grant will allow CHP to be reimbursed for work being done in conjunction with WCCHD to provide additional vaccines in Williamson County.
Identify the number of personnel required to operate this item and/or be available for the function where it is to be used?	3
Please explain how this item will create the need for more or less personnel (or mark n/a for no change)?	n/a
Where will the item be stored?	n/a
What is the useful life of the item?	n/a
Will other agencies be billed for the use of this	

item (e.g. vendors paid, employee worked hours and paid, inventory costs etc.)?	
Does this item require insurance coverage?	No
Will this item require any form of licensing?	No
Will this item require on-going maintenance? Please describe the maintenance required along with an estimate for these costs?	n/a
How will this item be funded when the grant ends?	n/a
What is the overall budgetary impact? (i.e. revenue generation, expense reduction, etc.)	Funds from the grant can be applied to pay for salary costs which are now paid out of the Tobacco Fund.
Please identify any additional equipment needed/required (now or in the future) should the grant/asset is awarded.	n/a
What is the cost and frequency to maintain/update the additional equipment?	n/a
What is the impact of this grant application on other internal/county departments?	n/a
If yes, what is the estimate of that license fee?	
If yes, what is the estimate of insurance coverage?	
Will a replacement be requested from general funds when useful life has been exhausted? (OR)	No
If yes, how much is the match amount?	
ID	78
Version	1.0
Attachments	False
Created	9/16/2021 10:36 AM
Created By	Amy Jarosek
Modified	9/16/2021 10:36 AM
Modified By	Amy Jarosek

Commissioners Court - Regular Session **39.**

Meeting Date: 09/28/2021

Renewal-Stryker Medical as Sole Source Provider for Stryker Procare Protect and Prevent Service

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on the service agreement and county renewal with Stryker Sales Corporation for EMS Equipment and Williamson County and authorizing the execution of the agreement. Funding Source Approved for EMS FY2022: 01.0100.0540.004500.

Background

This is a comprehensive service agreement with Stryker for the EMS patient care stretchers, power load devices, and stair chairs. It includes parts, labor, travel, one (1) annual preventive maintenance inspection, and unscheduled service in the event of breakage. This is a two (2) year agreement: Year One- $52,474.75 and Year Two- $53,822.00: Total $106,296.75. Stryker Sales Corporation was exempted by Commissioners Court as a sole source on 11.19.19 under agenda item #29. Point of contact is Mike Knipstein Funding Source Approved for EMS FY2022: 01.0100.0540.004500.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/22/2021 04:00 PM
Form Started By: Kim Chappius		Started On: 09/22/2021 08:22 AM
Final Approval Date: 09/22/2021		

ProCare Services

stryker

Sales Rep Name: Jordan Costello
ProCare Service Rep: Chris Valencia

3800 E. Centre Ave
Portage, MI 49009

Date: 9/15/2021
ID #:

PROCARE PROPOSAL SUBMITTED TO:

Billing Acc Num: 1188115
Shipping Acct Num: 1188115
Account Name Williamson County EMS
Account Address PO Box 873
City, State Zip Georgetown, TX 78627

Name: Kirk Becker
Title: Support Services
Phone: (512) 430-0991
Email: kbecker@wilco.org

PROCARE COVERAGE

Item No.	Model Number	Model Description	Serial Number	ProCare Program	Qty	Yrs				Total
1	6252	Stair Chair	[redacted]	EMS Prevent NB	1	2				$472.00
2	6252	Stair Chair	[redacted]	EMS Prevent NB	1	2				$472.00
3	6252	Stair Chair	[redacted]	EMS Prevent NB	1	2				$472.00
4	6252	Stair Chair	[redacted]	EMS Prevent NB	1	2				$472.00
5	6252	Stair Chair	[redacted]	EMS Prevent NB	1	2				$472.00
6	6252	Stair Chair	[redacted]	EMS Prevent NB	1	2				$472.00
7	6252	Stair Chair	[redacted]	EMS Prevent NB	1	2				$472.00
8	6252	Stair Chair	[redacted]	EMS Prevent NB	1	2				$472.00
9	6252	Stair Chair	[redacted]	EMS Prevent NB	1	2				$472.00
10	6252	Stair Chair	[redacted]	EMS Prevent NB	1	2				$472.00
11	6252	Stair Chair	[redacted]	EMS Prevent NB	1	2				$472.00
12	6252	Stair Chair	[redacted]	EMS Prevent NB	1	2				$472.00
13	6252	Stair Chair	[redacted]	EMS Prevent NB	1	2				$472.00
14	6252	Stair Chair	[redacted]	EMS Prevent NB	1	2				$472.00
15	6252	Stair Chair	[redacted]	EMS Prevent NB	1	2				$472.00
16	6252	Stair Chair	[redacted]	EMS Prevent NB	1	1				$236.00
17	6252	Stair Chair	[redacted]	EMS Prevent NB	1	1				$236.00
18	6252	Stair Chair	[redacted]	EMS Prevent NB	1	1				$236.00
19	6252	Stair Chair	[redacted]	EMS Prevent NB	1	1				$236.00
20	6252	Stair Chair	[redacted]	EMS PM Only	1	1				$107.00
21	6252	Stair Chair	[redacted]	EMS PM Only	1	1				$107.00
22	6252	Stair Chair	[redacted]	EMS PM Only	1	1				$107.00
23	6252	Stair Chair	[redacted]	EMS PM Only	1	1				$107.00
24	6390	Power-LOAD	[redacted]	EMS Prevent	1	2				$3,462.00
25	6390	Power-LOAD	[redacted]	EMS Prevent	1	2				$3,462.00
26	6390	Power-LOAD	[redacted]	EMS Prevent	1	2				$3,462.00
27	6390	Power-LOAD	[redacted]	EMS Prevent	1	2				$3,462.00
28	6390	Power-LOAD	[redacted]	EMS Prevent	1	2				$3,462.00
29	6390	Power-LOAD	[redacted]	EMS Prevent	1	2				$3,462.00
30	6390	Power-LOAD	[redacted]	EMS Prevent	1	2				$3,462.00
31	6390	Power-LOAD	[redacted]	EMS Prevent	1	2				$3,462.00
32	6390	Power-LOAD	[redacted]	EMS Prevent	1	2				$3,462.00
33	6390	Power-LOAD	[redacted]	EMS Prevent	1	2				$3,462.00
34	6390	Power-LOAD	[redacted]	EMS Prevent	1	2				$3,462.00
35	6390	Power-LOAD	[redacted]	EMS Prevent	1	2				$3,462.00
36	6390	Power-LOAD	[redacted]	EMS Prevent	1	2				$3,462.00
37	6390	Power-LOAD	[redacted]	EMS Prevent	1	2				$3,462.00
38	6390	Power-LOAD	[redacted]	EMS Prevent	1	2				$3,462.00
39	6390	Power-LOAD	[redacted]	EMS Prevent	1	2				$3,462.00
40	6390	Power-LOAD	[redacted]	EMS Prevent	1	2				$3,462.00
41	6390	Power-LOAD	[redacted]	EMS Prevent	1	2				$3,462.00
42	6506	Power Cots	[redacted]	EMS Prevent	1	2				$2,636.00
43	6506	Power Cots	[redacted]	EMS Prevent	1	2				$2,636.00
44	6506	Power Cots	[redacted]	EMS Prevent	1	2				$2,636.00
45	6506	Power Cots	[redacted]	EMS Prevent	1	2				$2,636.00
46	6506	Power Cots	[redacted]	EMS Prevent	1	2				$2,636.00
47	6506	Power Cots	[redacted]	EMS Prevent	1	2				$2,636.00
48	6506	Power Cots	[redacted]	EMS Prevent	1	2				$2,636.00
49	6506	Power Cots	[redacted]	EMS Prevent	1	2				$2,636.00
50	6506	Power Cots	[redacted]	EMS Prevent	1	2				$2,636.00
51	6506	Power Cots	[redacted]	EMS Prevent	1	2				$2,636.00
52	6506	Power Cots	[redacted]	EMS Prevent	1	2				$2,636.00
53	6506	Power Cots	[redacted]	EMS Prevent	1	2				$2,636.00
54	6506	Power Cots	[redacted]	EMS Prevent	1	2				$2,636.00
55	6506	Power Cots	[redacted]	EMS Prevent	1	2				$2,636.00

56	6506	Power Cots	[redacted]	EMS Prevent	1	2				$2,636.00
57	6506	Power Cots	[redacted]	EMS Prevent	1	1				$1,318.00
58	6506	Power Cots	[redacted]	EMS Prevent	1	2				$2,636.00
59	6506	Power Cots	[redacted]	EMS Prevent	1	2				$2,636.00
60	6506	Power Cots	[redacted]	EMS Prevent	1	2				$2,636.00
61	6506	Power Cots	[redacted]	EMS Prevent	1	2				$2,636.00
62	6506	Power Cots	[redacted]	EMS Prevent	1	2				$2,636.00
63	6506	Power Cots	[redacted]	EMS PM Only	1	1				$249.00

PROGRAM INCLUDES:

EMS Prevent NB:

*Includes parts, labor, travel
*Includes 1 annual PM inspection
*Includes unscheduled service and product equipment checklists.
*Replacement parts do not include mattresses, batteries, and other Disposable or expendable parts.

EMS Prevent:

*Includes parts, labor, travel
*Includes 1 annual PM inspection
*Includes unscheduled service
*Includes battery replacement
*Includes product equipment checklists.
*Replacement parts do not include mattresses, and other Disposable or expendable parts.

EMS PM Only:

*Includes 1 annual PM only.

Unless otherwise stated on contract, payment is expected upfront.

ProCare Total	$125,055.00
Discount	15%
FINAL TOTAL	**$106,296.75**

Start Date: 4/1/2022
End Date: 3/31/2024

Angela Hall 9/21/21
Stryker Signature Date

Customer Signature Date

The Terms and Conditions of this quote and any subsequent purchase order of the Customer are governed by the Terms and Conditions located at **https://techweb.stryker.com**
The terms and conditions referenced in the immediately preceding sentence do not apply where Customer and Stryker are parties to a Master Service Agreement.

Purchase Order Number (MUST INCLUDE HARD COPY)

COMMENTS:

Please email signed Proposal and Purchase Order to procarecoordinators@stryker.com.
All information contained within this quotation is considered confidential and proprietary and is not subject to public disclosure.
**Quote pricing valid for 30 days.

BY YEAR BREAKOUT

Qty	Model #	Program	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
19	[redacted]	EMS Prevent NB	3,540.00	4,484.00	-	-	-	-	-
4	[redacted]	EMS PM Only	428.00	-	-	-	-	-	-
18	[redacted]	EMS Prevent	31,158.00	31,158.00	-	-	-	-	-
21	[redacted]	EMS Prevent	26,360.00	27,678.00	-	-	-	-	-
1	[redacted]	EMS PM Only	249.00	-	-	-	-	-	-
Annual Investment for Program:			61,735.00	63,320.00	-	-	-	-	-
Volume Discount:			15%	15%					
Total Yearly Investment:			52,474.75	53,822.00	-	-	-	-	-

TOTAL 2 YEAR EMS Prevent NB SERVICE AGREEMENT **$ 106,296.75**

SERIAL NUMBER SHEET			
Item No.	Model	Serial Number	Program
1	6252	[redacted]	EMS Prevent NB
2	6252	[redacted]	EMS Prevent NB
3	6252	[redacted]	EMS Prevent NB
4	6252	[redacted]	EMS Prevent NB
5	6252	[redacted]	EMS Prevent NB
6	6252	[redacted]	EMS Prevent NB
7	6252	[redacted]	EMS Prevent NB
8	6252	[redacted]	EMS Prevent NB
9	6252	[redacted]	EMS Prevent NB
10	6252	[redacted]	EMS Prevent NB
11	6252	[redacted]	EMS Prevent NB
12	6252	[redacted]	EMS Prevent NB
13	6252	[redacted]	EMS Prevent NB
14	6252	[redacted]	EMS Prevent NB
15	6252	[redacted]	EMS Prevent NB
16	6252	[redacted]	EMS Prevent NB
17	6252	[redacted]	EMS Prevent NB
18	6252	[redacted]	EMS Prevent NB
19	6252	[redacted]	EMS Prevent NB
20	6252	[redacted]	EMS PM Only
21	6252	[redacted]	EMS PM Only
22	6252	[redacted]	EMS PM Only
23	6252	[redacted]	EMS PM Only
24	6390	[redacted]	EMS Prevent
25	6390	[redacted]	EMS Prevent
26	6390	[redacted]	EMS Prevent
27	6390	[redacted]	EMS Prevent
28	6390	[redacted]	EMS Prevent
29	6390	[redacted]	EMS Prevent
30	6390	[redacted]	EMS Prevent
31	6390	[redacted]	EMS Prevent
32	6390	[redacted]	EMS Prevent
33	6390	[redacted]	EMS Prevent
34	6390	[redacted]	EMS Prevent
35	6390	[redacted]	EMS Prevent
36	6390	[redacted]	EMS Prevent
37	6390	[redacted]	EMS Prevent
38	6390	[redacted]	EMS Prevent
39	6390	[redacted]	EMS Prevent
40	6390	[redacted]	EMS Prevent
41	6390	[redacted]	EMS Prevent
42	6506	[redacted]	EMS Prevent
43	6506	[redacted]	EMS Prevent
44	6506	[redacted]	EMS Prevent
45	6506	[redacted]	EMS Prevent
46	6506	[redacted]	EMS Prevent
47	6506	[redacted]	EMS Prevent
48	6506	[redacted]	EMS Prevent
49	6506	[redacted]	EMS Prevent
50	6506	[redacted]	EMS Prevent
51	6506	[redacted]	EMS Prevent
52	6506	[redacted]	EMS Prevent
53	6506	[redacted]	EMS Prevent
54	6506	[redacted]	EMS Prevent
55	6506	[redacted]	EMS Prevent
56	6506	[redacted]	EMS Prevent
57	6506	[redacted]	EMS Prevent
58	6506	[redacted]	EMS Prevent
59	6506	[redacted]	EMS Prevent
60	6506	[redacted]	EMS Prevent
61	6506	[redacted]	EMS Prevent
62	6506	[redacted]	EMS Prevent

63	6506	[redacted]	EMS PM Only

Purchase Order Form

stryker

Account Manager _____

Cell Phone _____

Purchase Order Date _____

Expected Delivery Date _____

Stryker Quote Number [redacted]

Check box if Billing same as Shipping ☐

BILL TO	CUSTOMER #
Billing Account Num	[redacted]
Company Name	
Contact or Department	
Street Address	
Addt'l Address Line	
City, ST ZIP	
Phone	

SHIP TO	CUSTOMER #
Shipping Account Num	[redacted]
Company Name	Williamson County EMS
Contact or Department	Kirk Becker
Street Address	PO Box 873
Addt'l Address Line	
City, ST ZIP	Georgetown, TX 78627
Phone	(512) 430-0991

Authorized Customer Initials _____

Authorized Customer Initials _____

DESCRIPTION	QTY	TOTAL
REFERENCE QUOTE		

Accounts Payable Contact Information

Name _____

Email _____

Phone _____

Stryker Terms and Conditions
www.strykeremergencycare.com/terms

Authorized Customer Signature

Printed Name _____

Title _____

Signature _____

Date _____

Attachment **Stryker Quote Number**

*Sales or use taxes on domestic (USA) deliveries will be invoiced in addition to the price of the goods and services on the Stryker Quote.

Commissioners Court - Regular Session **40.**

Meeting Date: 09/28/2021

Adobe Annual Software License through SHI Government Solutions

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving the purchase of Adobe software license renewals for FY 22 from SHI Government Solutions pursuant to BuyBoard contract #579-19 in the amount of $62,104.00.

Background

The Adobe license renewals cover the term of 10/22/2021-10/21/2022. Quote attached provides for 5,000 Adobe Sign transactions and 700 Adobe Pro DC licenses for complete PDF solutions. Purchase has been reviewed by IT, legal, contract audit, and budget. Pricing has been verified. Department contact is Alison Gleason. This expenditure will be charged to 01.0100.0503.005741.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

SHI Adobe Quote

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	09/16/2021 09:51 AM
County Judge Exec Asst.	Becky Pruitt	09/16/2021 10:05 AM
Purchasing (Originator)	Joy Simonton	09/23/2021 10:17 AM
County Judge Exec Asst.	Becky Pruitt	09/23/2021 10:43 AM
Form Started By: Erica Smith		Started On: 09/14/2021 09:41 AM
Final Approval Date: 09/23/2021		

Pricing Proposal

Quotation #:	[redacted]
Description:	Adobe - ETA Year 2 - REVISED
Created On:	Sep-21-2021
Valid Until:	Oct-19-2021

County of WILLIAMSON

Richard Semple
301 S.E. Inner Loop
Suite 107
Georgetown, TX 78626
UNITED STATES
Phone: (512) 943-1489
Fax: (512) 943-3737
Email: rsemple@wilco.org

Inside Account Manager

Jonathan Gaudet
3828 Pecana Trail
Austin, TX 78749
Phone: (800) 870-6079 Option 2
Fax: 512-732-0232
Email: Jonathan_Gaudet@shi.com

Click here to order this quote

All Prices are in US Dollar(USD)

	Product	Qty	Your Price	Total
1	Adobe Sign Enterprise Per Transaction - 12 Months Adobe - Part#: 65290889JA Contract Name: BuyBoard - Technology Contract #: 579-19 Coverage Term: Oct-22-2021 – Oct-21-2022 **Note:** 5,000 trans	1	$0.00	$0.00
2	Adobe Creative Cloud Enterprise Term License - Per User - 12 Months Adobe - Part#: 65290894JA Contract Name: BuyBoard - Technology Contract #: 579-19 Coverage Term: Oct-22-2021 – Oct-21-2022 **Note:** Restricted to: Acrobat Pro	700	$70.00	$49,000.00
3	Adobe Creative Cloud Enterprise Term License - Per User - 12 Months Adobe - Part#: 65274430JA Contract Name: BuyBoard - Technology Contract #: 579-19 Coverage Term: Oct-22-2021 – Oct-21-2022 **Note:** Restrcited to: All Apps	9	$798.00	$7,182.00
4	Adobe Creative Cloud Enterprise Term License - Per User - 12 Months Adobe - Part#: 65300291JA Contract Name: BuyBoard - Technology Contract #: 579-19 Coverage Term: Oct-22-2021 – Oct-21-2022 **Note:** Restricted to: Single Apps	15	$373.00	$5,595.00

Subtotal	$61,777.00
Shipping	$0.00
Total	$61,777.00

Additional Comments

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

Commissioners Court - Regular Session **41.**

Meeting Date: 09/28/2021

VMware Software License and Maintenance

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss consider and take appropriate action on approving the purchase of VMware software maintenance renewal for FY 22 from Free It Data Solutions pursuant to DIR contract #DIR-TSO-4288 in the amount of $90,413.44, and authorizing execution of the renewal.

Background

Quote is attached for VMware software maintenance support for FY 22. This is the software that runs the Williamson County data centers and server infrastructure for the IT Department. This agreement covers the period of 11/16/2021-11/15/2022. Free IT Data Solutions is an authorized distributor for VMware products under DIR contract #DIR-TSO-4288. Department contact is Alison Gleason. This expenditure will be charged to 01.0100.0503.004505.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Quote

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	09/23/2021 09:36 AM
County Judge Exec Asst.	Becky Pruitt	09/23/2021 10:44 AM
Form Started By: Erica Smith		Started On: 09/14/2021 09:42 AM
Final Approval Date: 09/23/2021		

Freeit™
DATA SOLUTIONS

Contract No: DIR-TSO-4288
TAX ID#: [redacted]
Term: NET 30
FOB: Destination

Williamson County
Rory Tierney
301 SE Inner Loop Suite 105
Georgetown, TX 78626
Ph: (512) 943-1457
rory.tierney@wilco.org

Quote Number: [redacted]
Quote Date: 9/9/2021
Expiration Date: 10/9/2021

Freeit Data Solutions, Inc.
P.O. Box 1572
Austin, TX 78767
PH: (800) 478-5161 / FAX: (888) 416-0471

Freeit Contact: Leslie Spinks
(512) 818-9650 Leslie@freeitdata.com

Qty	Part Number	Description	List Price	Discount Percentage	Unit Price	Ext Price
VMware Renewal - 1yr Term						
Support						
3	VS7-STD-G-SSSC	Basic Support/Subscription for VMware vSphere 7 Standard for 1 processor for 1 year	$273.00	3.50%	$263.44	$790.32
2	VCS7-STD-PSSS-C	Production Support/Subscription VMware vCenter Server 7 Standard for vSphere 7 (Per Instance) for 1 year **Support Period:** 11/16/2021 - 11/15/2022	$1,544.00	3.50%	$1,489.96	$2,979.92
28	VS7-EPL-P-SSS-C	Production Support/Subscription for VMware vSphere 7 Enterprise Plus for 1 processor for 1 year	$899.00	3.50%	$867.53	$24,290.84
28	VR8-OSTC-PSSS-C	Production Support/Subscription for VMware vRealize Operations 8 Standard (Per CPU) for 1 year **Support Period:** 02/16/2023 - 02/15/2023	$321.00	3.50%	$309.76	$8,673.28
3	VC-SRM8-25SPSSS-C	Production Support/Subscription for VMware NSX Data Center Advanced per Processor for 1 year	$1,256.00	3.50%	$1,212.04	$3,636.12
28	NX-DC-ADV-PSSS-C	Production Support/Subscription for VMware NSX Data Center Advanced per Processor for 1 year	$1,374.00	3.50%	$1,325.91	$37,125.48
28	VRNI6-ADV-CPUP-SSS-C	Production Support/Subscription for VMware vRealize Network Insight 6 Advanced (per CPU) for 1 year **Support Period:** 12/21/2021 - 12/20/2022	$324.00	3.50%	$312.66	$8,754.48
3	VRNI6-ADV-CPUP-SSS-C	Production Support/Subscription for VMware vRealize Network Insight 6 Advanced (per CPU) for 1 year **Support Period:** 08/26/2022 - 08/25/2023	$324.00	3.50%	$312.66	$937.98
2	VS7-EPL-P-SSS-C	Production Support/Subscription for VMware vSphere 7 Enterprise Plus for 1 processor for 1 year **Support Period:** 010/12/2021 - 10/11/2022	$899.00	3.50%	$867.53	$1,735.06
1	VCS7-STD-P-SSS-C	Production Support/Subscription VMware vCenter Server 7 Standard for vSphere 7 (Per Instance) for 1 year **Support Period:** 09/14/2022 - 09/13/2023	$1,544.00	3.50%	$1,489.96	$1,489.96

List Total:	$93,693.00
DIR Discounted Total:	$90,413.44
Shipping and Tax not applicable:	$0.00
Grand Total:	$90,413.44

Customer Signature of Acceptance **PO#**

By issuance of a PO, I acknowledge that I have the authority on behalf of my company to make purchasing decisions to order the items in this quote and to begin project initiation. This quote is subject to and will be governed by the terms and conditions and RMA policy located at www.freeitdata.com/policies and will govern our relationship and any PO issued in relation to this quote. Any and all competing or conflicting terms and conditions are hereby unconditionally rejected.

Commissioners Court - Regular Session **42.**

Meeting Date: 09/28/2021

Immix Technology, Inc. Software Annual Renewal

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving the renewal of of Immix Technology, Inc. Annual Maintenance Agreement for workforce timekeeping software in the amount of $87,552.75, pursuant to DIR contract #DIR-TSO-4315.

Background

Approval of this item will support Countywide workforce timekeeping through the Immix Technology, Inc. system known internally as Kronos. The annual maintenance agreement will cover the period from 11/1/2021-10/31/2022. Quote is attached outlining the different types of maintenance included in the purchase. IT, legal, contract audit and budget have reviewed this purchase. Pricing has been verified. Department contact is Alison Gleason. This expenditure will be charged to 01.0100.0503.004505.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Quote

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	09/23/2021 10:00 AM
County Judge Exec Asst.	Becky Pruitt	09/23/2021 10:47 AM
Form Started By: Erica Smith		Started On: 09/21/2021 08:12 AM
Final Approval Date: 09/23/2021		

immixTechnology, Inc.
a subsidiary of immixGroup

Sales Quotation

Shawna Simons
WILLIAMSON , COUNTY OF
301 SE Inner Loop-Suite 105
Georgetown, TX 78626
PH: 512-943-1498
ssimons@wilco.org

Contract No.: DIR-TSO-4315

[redacted]
Terms: NET 30
FOB: Destination

Quote Number: [redacted]
Quote Date: 7/2/2021
Expiration Date: 11/1/2021

Order Address:
immixTechnology, Inc.
8444 Westpark Drive, Suite 200
McLean, VA 22102
PH: 703-752-0610 FX: 703-752-0611

immixTechnology, Inc. Contact:	Outsama, Tony
+1 703-712-4998	Tony.Outsama@immixgroup.com

Manufacturer Quote #:
Manufacturer Ref #: [redacted]

Manufacturer Contact:	Figueira, Mary
978 947 4655	Mary.Figueira@Kronos.com

Included at no cost: 1 Workforce Integration Manager V8 to Telestaff

Please reference ImmixTechnology's "QUO" quote number and Government Contract number on any purchase orders issued against this quote.

PLEASE DO NOT MAIL PURCHASE ORDERS VIA US POSTAL SERVICE. Please email purchase order to tony.outsama@immixgroup.com.

PLEASE REFERENCE THE 'NET TERMS' ON THE PURCHASE ORDER.

Item	Part Number	Contract	Trans Type	Product Description	Qty	Price	Extended Price
1	8800175-000GM	DIR-TSO-4315	MNT	Gold Maintenance for Workforce Timekeeper V8 - per employee** TRUSTED PRODUCT **	1900	$10.4400	$19,836.00
		Period of Performance: 11/1/2021 to 10/31/2022.					
2	8800177-000GM	DIR-TSO-4315	MNT	Gold Maintenance for Workforce Employee V8 - per employee** TRUSTED PRODUCT **	1450	$7.0800	$10,266.00
		Period of Performance: 11/1/2021 to 10/31/2022.					
3	8800178-000GM	DIR-TSO-4315	MNT	Gold Maintenance for Workforce Manager V8 - per employee** TRUSTED PRODUCT **	305	$81.7400	$24,930.70
		Period of Performance: 11/1/2021 to 10/31/2022.					
4	8800178-000GM	DIR-TSO-4315	MNT	Gold Maintenance for Workforce Manager V8 - per employee** TRUSTED PRODUCT **	10	$37.6800	$376.80
		Period of Performance: 5/7/2022 to 10/31/2022.					
5	8800178-000GM	DIR-TSO-4315	MNT	Gold Maintenance for Workforce Manager V8 - per employee** TRUSTED PRODUCT **	10	$76.2900	$762.90
		Period of Performance: 11/25/2021 to 10/31/2022.					
6	8800182-000GM	DIR-TSO-4315	MNT	Gold Maintenance for Workforce Leave V8 - per employee** TRUSTED PRODUCT **	1900	$8.1400	$15,466.00
		Period of Performance: 11/1/2021 to 10/31/2022.					
7	8800185-000GM	DIR-TSO-4315	MNT	Gold Maintenance for Workforce Integration Manager V8 - per employee** TRUSTED PRODUCT **	1850	$0.9700	$1,794.50
		Period of Performance: 11/1/2021 to 10/31/2022.					

Item	Part Number	Contract	Trans Type	Product Description	Qty	Price	Extended Price
8	8800185-000GM	DIR-TSO-4315	MNT	Gold Maintenance for Workforce Integration Manager V8 - per employee** TRUSTED PRODUCT **	50	$2.3000	$115.00
		Period of Performance: 11/1/2021 to 10/31/2022.					
9	8800187-000GM	DIR-TSO-4315	MNT	Gold Maintenance for Workforce Mobile Employee V8 - per employee** TRUSTED PRODUCT **	10	$1.4200	$14.20
		Period of Performance: 11/1/2021 to 10/31/2022.					
10	8800188-000GM	DIR-TSO-4315	MNT	Gold Maintenance for Workforce Mobile Manager V8 - per employee** TRUSTED PRODUCT **	10	$11.5000	$115.00
		Period of Performance: 11/1/2021 to 10/31/2022.					
						Group Total:	$73,677.10
11	99X9000-018	DIR-TSO-4315	HW MNT	Optional Depot Exchange Maintenance for ALL above In Touch** TRUSTED PRODUCT **	26	$229.2000	$5,959.20
		Period of Performance: 11/1/2021 to 10/31/2022.					
12	99X2000-011	DIR-TSO-4315	HW MNT	Depot Exchange 4500 Numeric Bar Code Modem** TRUSTED PRODUCT **	15	$225.5400	$3,383.10
		Period of Performance: 11/1/2021 to 10/31/2022.					
13	99X2000-001	DIR-TSO-4315	HW MNT	DEPOT EXCHANGE 4500 NUMERIC BAR CODE 10/100 MBIT ETHERNET** TRUSTED PRODUCT **	3	$164.8200	$494.46
		Period of Performance: 11/1/2021 to 10/31/2022.					
14	99X9043-001	DIR-TSO-4315	HW MNT	Kronos Touch ID Biometric Option for InTouch H3/H4 Depot Exchange** TRUSTED PRODUCT **	5	$96.5100	$482.55
		Period of Performance: 11/1/2021 to 10/31/2022.					
						Group Total:	$10,319.31
15	ED-SUBSCRIPTION - 1501-2500	DIR-TSO-4315	TR	KnowledgePass Ed Services Subscription 1501-2500 (POP: 11/01/2021 - 10/31/2022)** TRUSTED PRODUCT **	1	$3,556.3400	$3,556.34
						Group Total:	$3,556.34

HARDWARE MAINTENANCE	$10,319.31
SW MAINTENANCE	$73,677.10
TRAINING	$3,556.34
Grand Total	$87,552.75

IM99092 - 6042053
11/01/21 - 10/31/22

[redacted]

Subject to the Terms and Conditions of Contract Number DIR-TSO-4315.

Taxes: Sales tax shall be added at the time of an invoice, unless a copy of a valid tax exemption or resale certificate is provided.

All Purchase Orders must include: End User Name, Phone Number, Email Address, Purchase Order Number, Government Contract Number or Our Quote Number, Bill-To and Ship-To Address (Cannot ship to a PO Box), Period of Performance (if applicable), and a Signature of a duly Authorized Representative.

The identified line items are Trusted Products under the immixGroup Trusted Supplier Program.
immixGroup Trusted Supplier Program Policies, Commitments and Guarantees/Warranties can be obtained at:
http://www.immixgroup.com/uploadedFiles/Trusted-Supplier-Program_Guarantee-and-Warranty.pdf

[redacted]

Commissioners Court - Regular Session **43.**

Meeting Date: 09/28/2021

Transformative Justice Program Director Agreement with Terence Davis

Submitted By: John Pelczar, Juvenile Services

Department: Juvenile Services

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an Agreement for Program Director for the Williamson County Transformative Justice Program between Williamson County and Terence Davis; and exemption of such services from the competitive bid/proposal requirement s of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Tex. Loc. Gov't Code § 262.024(a)(4).

Background

This a renewal of Mr. Davis contact to service as the Prgram Director for the Williamson County Transformative Justice Program. Mr. Davis has been serving in this role for the past year and his current contract expires September 30, 2021. There were no changes made to the previous contract other than updating the dates of service.

This position is grant-funded through the Texas Indigent Defense Commission and the allocated county match.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

FY22 Agreement Program Director T Davis

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/22/2021 04:12 PM
Form Started By: John Pelczar		Started On: 09/22/2021 01:53 PM
Final Approval Date: 09/22/2021		

AGREEMENT FOR PROGRAM DIRECTOR SERVICES
FOR
WILLIAMSON COUNTY TRANSFORMATIVE JUSTICE PROGRAM

This Agreement for Program Director Services for the Williamson County Transformative Justice Program ("Agreement") is by and between Williamson County ("County") and Terence Davis ("Program Director").

1. Description of Program and Purpose of Agreement

1.1 The mission and vision of the Williamson County Transformative Justice Program ("Program") is to reduce incarceration of and improve outcomes for emerging adults ages 17- 24 in the Williamson County, Texas justice system. The Program is designed to positively impact the following: (1) a Public Health Alternative to Incarceration Program (ATI), (2) direct litigation, and (3) community engagement & re-entry. The Program partners with community stakeholders, criminal justice agencies and health and human services professionals that will address the underlying factors contributing to the emerging adults' involvement in the criminal justice system. Finally, community engagement and re-entry efforts support the Program participants as they transition back to their communities.

1.2 The purpose of this Agreement is to provide the terms, conditions, covenants, and compensation relating to Program Director's provision of program management and director services for the Program.

2. Term and Termination

2.1 Term. The Term of this Agreement shall be from October 1, 2021 until September 30, 2022, unless terminated earlier under this Agreement.

2.2 Termination for Convenience. Either party may terminate this Agreement for convenience and without cause or further liability upon thirty (30) calendar day's written notice to the other party. In the event of termination for convenience, it is understood and agreed that only the amounts due to Program Director services provided up to and including the date of termination, will be due and payable. No penalty will be assessed for a party's termination of this Agreement for convenience.

2.3 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.

Termination for breach under this section does not waive either party's claim for direct damages resulting from the breach, and the non-breaching party may, among other remedies, withhold from compensation owed the breaching party an amount necessary to satisfy its claim against the breaching party.

3. Scope of Services

3.1 Program Director agrees to provide the following Scope of Services in relation to the Program:

a. Assure that all service providers maintain program integrity in the implementation of the individualized treatment plans, interactions with program participants, and interactions among providers. This will include creating "systems" for initiating cases, maintaining documents, and corresponding with the participants .
b. Engage in ongoing support with community members and identifying additional partners for sustainable expansion of the program.
c. Successfully enroll participants in program in partnership with program attorneys, prosecutors, jail officials, judges, and magistrates
d. Lead the program team comprised of case managers, attorneys, counselors, and partners
e. Ensure fidelity to grant and research design in collaboration with funding sources and governing bodies
f. Facilitate multidisciplinary team meetings and partner meetings
g. Supervise program case managers and counselors
h. Lead court preparation including court reports and docket
i. Lead team in data collection and reporting to court and grant officials ensuring that goals and benchmarks are met or exceeded
j. Collect, report, and evaluate program output and outcome data
k. Manage program budget including personnel, operating, and participant costs
l. Lead collaboration with community partners including participation and presenting to local collaboratives
m. Report regularly on program updates and participant progress and outcomes to Judge, District Attorney, program team, and other partners
n. Seek funding and resources for participant needs including healthcare, transportation, housing, and job training/placement/ and incentives
o. Manage Emerging Adult facility needs in partnership with county and outside partners to ensure phones, technology, furniture, supplies, equipment and other resources and needs are available and functioning
p. Communicate and participate with research partners in collecting and processing data
q. Complete and submit all reports timely to satisfy grant funders

4. Compensation

4.1 County agrees to pay Program Director the total not to exceed fee of $93,000.00 to provide the Scope of Services as described in Paragraph 3 for the entire Term of this Agreement. The said total not to exceed fee shall be paid in twelve (12) monthly installments of $7,750.00 each.

4.2 Program Director agrees to submit an invoice to County once per month on the last day of the invoiced month. Each invoice shall be submitted electronically to the Williamson County Juvenile Services' Director of Operations at jpelczar@wilco.org, or as otherwise designated, in writing, by County.

4.3 County's payment hereunder shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by County within thirty (30) days from the date of the Williamson County Auditor's receipt of an invoice. Interest charges for any late payments shall be paid by County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. In the event that a discrepancy arises in relation to an invoice, such as an incorrect amount on an invoice or a lack of documentation that is required to be attached to an invoice to evidence the amount claimed to be due, County shall notify Program Director of such an invoice of the discrepancy. Following County's notification of any discrepancy as to an invoice, Program Director must resolve the discrepancy and resubmit a corrected or revised invoice, which includes all required support documentation, to the Williamson County Auditor. County shall pay the invoice within thirty (30) days from the date of the Williamson County Auditor's receipt of the corrected or revised invoice. County's payment of an invoice that contains a discrepancy shall not be considered late, nor shall any interest begin to accrue until the thirty-first (31st) day following the Williamson County Auditor's receipt of the corrected or revised invoice.

5. Independent Contractor

5.1 It is expressly acknowledged that Program Director is an independent contractor and that nothing in this Agreement is intended or shall be construed to create an employer/employee relationship between County and Program Director. Program Director acknowledges and agrees that he/she will not be entitled to any benefits generally provided by the County to its employees (including, without limitation, health insurance, retirement, severance, vacation, and disability) or any compensation other than what is set forth herein.

It is understood and agreed that Program Director shall pay all taxes, licenses, and fees levied or assessed on Program Director in connection with or incident to the performance of this Agreement by any governmental agency, including, without limitation, unemployment compensation insurance, old age benefits, social security, or any other taxes upon fees or wages of Program Director, Program Director's agents, employees, and representatives. Program Director agrees to reimburse the County on demand for all such taxes or governmental charges, state or federal, which the County may be required or deem it necessary to pay on account of employees of Program

Director. Program Director agrees to furnish the County with the information required to enable it to make the necessary reports and pay such taxes or charges. At its election, the County is authorized to deduct all sums so paid for such taxes and governmental charges from any fee or amounts that may be or become due to Program Director.

5.2 Program Director shall not be deemed or construed to be an agent or representative of County for any purposes whatsoever and Program Director hereby agrees to not hold himself/herself out as a representative or agent of County. In this respect, Program Director acknowledges and agrees that he/she shall have no right or authority to commit or obligate the County in any way to any third party or parties unless specifically authorized to do so by the Williamson County Commissioners Court.

6. Representations and Warranties

6.1 Program Director represents and warrants that:

a. Program Director has the authority to sign and be bound by the terms of this Agreement; and

b. Program Director is licensed by the State Bar of Texas and in good standing.

7. Responsibility for Acts and Omissions

7.1 Program Director is responsible for providing the services under this Agreement. TO THE FULLEST EXTENT PERMITTED BY LAW, PROGRAM DIRECTOR SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF COUNTY'S CHOOSING), AND HOLD HARMLESS COUNTY, AND COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF PROGRAM DIRECTOR 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.

7.2 Program Director expressly waives rights or claims of subrogation Program Director may have against County.

8. General Terms

8.1 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.

8.2 This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns. No party to this Agreement may assign or transfer its interest in or obligations under this Agreement without the prior written consent of all parties to this Agreement.

8.3 Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in Williamson County, Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

8.4 No provision of this Agreement is intended to waive County's sovereign/governmental immunity, including but not limited to immunity from suit or immunity from liability, as provided by Title 5, Texas Civil Practice & Remedies Code, and other applicable law.

8.5 No provision of this Agreement is intended to create any third-party beneficiary.

8.6 Each party to this Agreement 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, salary and wage statutes and regulations, licensing laws and regulations. When required, Program Director shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

8.7 If any provision included in this Agreement is determined to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceable provision shall not affect any other provision and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been included.

8.8 Written notice or communication required by or related to this Contract shall be provided to the following party representatives:

<u>County</u>
Attn: County Judge
710 Main Street
Suite 101
Georgetown, Texas 78626

<u>Program Director</u>
Terence Davis
201 S. Lakeline, Blvd., Suite 202
Cedar Park, Texas 78613

With Copy To:

Williamson County Juvenile Services
Attn: Scott Matthew, MBA
Executive Director

200 Wilco Way
Georgetown, Texas 78626

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

8.10 Program Director acknowledges that the funding to be paid to Program Director is from a grant. The obligations of the County under this Agreement do not constitute a general obligation or indebtedness of County for which the County is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that County shall have the right to terminate this Agreement if the grant funding source does not appropriate sufficient grant funds to fund the Program in the future. County may effect such termination by giving written notice of termination to Program Director immediately upon notice that any such grant funding is terminated and, in such case, County shall pay Program Director for all amounts incurred and earned up to date of the termination of grant funding.

8.11 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 COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

IN WITNESS WHEREOF, the parties have duly executed and delivered this Agreement on the date set forth above, to be effective as of October 1, 2021.

WILLIAMSON COUNTY	PROGRAM DIRECTOR
By:_____	By: _____
Printed Name: _____	Printed Name: Terence Davis
Title: Presiding Officer of Williamson County Commissioners Court	Title: Program Director

Commissioners Court - Regular Session **44.**

Meeting Date: 09/28/2021

Transformative Justice Program Legal Services Agreement with JR Hancock

Submitted By: John Pelczar, Juvenile Services

Department: Juvenile Services

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an Agreement for Legal Services for the Williamson County Transformative Justice Program between Williamson County and JR Hancock; and exemption of such services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Tex. Loc. Gov't Code § 262.024(a)(4).

Background

This a renewal of Mr. Hancock's Legal Services Agreement with the Williamson County Transformative Justice Program. Mr. Hancock has been serving in this role for the past two years and his current contract expires September 30, 2021. There were no changes made to the previous contract other than updating the dates of service.

This position is grant-funded through the Texas Indigent Defense Commission and the allocated county match.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Legal Service Agreement-Hancock

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/22/2021 04:03 PM
Form Started By: John Pelczar		Started On: 09/22/2021 02:02 PM
Final Approval Date: 09/22/2021		

WILLIAMSON COUNTY
TRANSFORMATIVE JUSTICE PROGRAM
AGREEMENT FOR LEGAL SERVICES

This Agreement for Legal Services ("Agreement") is by and between Williamson County ("County") and J.R. Hancock ("Defense Counsel").

1. Purpose

1.1 The purpose of this Agreement is to provide the terms, conditions, covenants and compensation relating to Defense Counsel's provision of legal representation to participants who are accepted and receiving services ("Program Services") in the Williamson County Transformative Justice Program ("the Program").

2. Term and Termination

2.1 Term. The Term of this Agreement shall be from October 1, 2021 until September 30, 2022, unless terminated earlier under this Agreement.

2.2 Termination for Convenience. Either party may terminate this Agreement for convenience and without cause or further liability upon thirty (30) calendar day's written notice to the other party. In the event of termination for convenience, it is understood and agreed that only the amounts due to Defense Counsel for services provided up to and including the date of termination, will be due and payable. No penalty will be assessed for a party's termination of this Agreement for convenience.

2.3 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.

Termination for breach under this section does not waive either party's claim for direct damages resulting from the breach, and the non-breaching party may, among other remedies, withhold from compensation owed the breaching party an amount necessary to satisfy its claim against the breaching party.

3. Scope of Representation

3.1 Defense Counsel agrees to provide legal representation to participants regarding their pending Program eligible criminal offense including the following:

a) Review of probable cause and intake documents in order to advise client regarding their voluntary participation in the Program;
b) Request and review any/all evidence regarding the pending offense made available to the Defense Counsel throughout the participant's enrollment in the Program;
c) Communicate with, and advise the participant at all stages of the representation regarding the evidence in their case throughout the participant's enrollment in the Program;
d) Communicate with the prosecutor, and advocate for the participant, regarding the evidence in the case and any mitigating evidence determined by defense counsel throughout the participant's enrollment in the Program;
e) Attend and advocate for the participant, at all Case Management, Multi Disciplinary Team meetings, Criminal Justice Team meetings, or any other scheduled meetings regarding the status of the participant throughout the participant's enrollment in the Program;
f) Attend any training requested or required by the Program;
g) Appear and represent participant at all court hearings throughout the participant's enrollment in the Program;
h) Upon successful completion of the Program and Dismissal of the pending charge, Defense Counsel shall file the necessary documents to seek expunction of the criminal records for the participant's Program offense.

3.2 Under this Agreement, the legal services provided by Defense Counsel SHALL NOT INCLUDE any legal representation for Misdemeanor criminal charges, any criminal offenses involving a Program participant that occur outside of Williamson County, Texas, or any criminal matters that are not directly related to the Program eligible offense pending against the participant.

3.3 Upon the signing of an Order of Expunction in a Program participant's case, any further obligation of Defense Counsel to provide legal services to the Program participant shall be terminated.

3.4 At any time the participant is unsuccessfully terminated from the Program and his/her pending criminal case is prosecuted through the traditional criminal justice system of Williamson County, Texas, Defense Counsel's legal representation of participant will also terminate.

4. Compensation

4.1 County agrees to pay Defense Counsel a flat rate of $4750 per month, for up to 100 hrs/month of the legal services provided to participants as described in Paragraph 3.

4.2 Defense Counsel agrees to submit an invoice to County once per month on the last day of the invoiced month. Each invoice shall be submitted electronically to the Williamson County Juvenile Services' Director of Operations at jpelczar@wilco.org, or as otherwise designated, in writing, by County.

4.3 County's payment hereunder shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by County within thirty (30) days from the date of the Williamson County Auditor's receipt of an invoice. Interest charges for any late payments shall be paid by County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. In the event that a discrepancy arises in relation to an invoice, such as an incorrect amount on an invoice or a lack of documentation that is required to be attached to an invoice to evidence the amount claimed to be due, County shall notify Defense Counsel of such an invoice of the discrepancy. Following County's notification of any discrepancy as to an invoice, Defense Counsel must resolve the discrepancy and resubmit a corrected or revised invoice, which includes all required support documentation, to the Williamson County Auditor. County shall pay the invoice within thirty (30) days from the date of the Williamson County Auditor's receipt of the corrected or revised invoice. County's payment of an invoice that contains a discrepancy shall not be considered late, nor shall any interest begin to accrue until the thirty-first (31st) day following the Williamson County Auditor's receipt of the corrected or revised invoice.

5. Independent Contractor

5.1 It is expressly acknowledged that Defense Counsel is an independent contractor and that nothing in this Agreement is intended or shall be construed to create an employer/employee relationship between County and Defense Counsel. Defense Counsel acknowledges and agrees that he/she will not be entitled to any benefits generally provided by the County to its employees (including, without limitation, health insurance, retirement, severance, vacation, and disability) or any compensation other than what is set forth herein.

It is understood and agreed that Defense Counsel shall pay all taxes, licenses, and fees levied or assessed on Defense Counsel in connection with or incident to the performance of this Agreement by any governmental agency, including, without limitation, unemployment compensation insurance, old age benefits, social security, or any other taxes upon fees or wages of Defense Counsel, Defense Counsel's agents, employees, and representatives. Defense Counsel agrees to reimburse the County on demand for all such taxes or governmental charges, state or federal, which the County may be required or deem it necessary to pay on account of employees of Defense Counsel. Defense Counsel agrees to furnish the County with the information required to enable it to make the necessary reports and pay such taxes or charges. At its election, the County is authorized to deduct all sums so paid for such taxes and governmental charges from any fee or amounts that may be or become due to Defense Counsel.

5.2 Defense Counsel shall not be deemed or construed to be an agent or representative of County for any purposes whatsoever and Defense Counsel hereby agrees to not hold himself/herself out as a representative or agent of County. In this respect, Defense Counsel acknowledges and agrees that he/she shall have no right or authority to commit or obligate the County in any way to any third party or parties unless specifically authorized to do so by the Williamson County Commissioners Court.

5.3 During the term of this agreement, Defense Counsel may provide other legal representation for individuals or entities so long as said representation does not interfere with the obligations under this Agreement.

6. Representations and Warranties

6.1 Defense Counsel represents and warrants that:

a) Defense Counsel has the authority to sign and be bound by the terms of this Agreement;

b) Defense Counsel is licensed by the State Bar of Texas and in good standing; and

c) All legal representation provided by Defense Counsel shall be performed for participants in accordance with the professional standards applicable under the Rules of Professional Responsibility.

7. Responsibility for Acts and Omissions

7.1 Defense Counsel is responsible for providing the services under this Agreement. TO THE FULLEST EXTENT PERMITTED BY LAW, DEFENSE COUNSEL SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF COUNTY'S CHOOSING), AND HOLD HARMLESS COUNTY, AND COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF DEFENSE COUNSEL 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.

7.2 Defense Counsel expressly waives rights or claims of subrogation Defense Counsel may have against County.

8. General Terms

8.1 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.

8.2 This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns. No party to this Agreement may assign or transfer its interest in or obligations under this Agreement without the prior written consent of all parties to this Agreement.

8.3 Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in Williamson County, Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

8.4 No provision of this Agreement is intended to waive County's sovereign/governmental immunity, including but not limited to immunity from suit or immunity from liability, as provided by Title 5, Texas Civil Practice & Remedies Code, and other applicable law.

8.5 No provision of this Agreement is intended to create any third-party beneficiary.

8.6 Each party to this Agreement 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, salary and wage statutes and regulations, licensing laws and regulations. When required, Defense Counsel shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

8.7 If any provision included in this Agreement is determined to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceable provision shall not affect any other provision and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been included.

8.8 Written notice or communication required by or related to this Contract shall be provided to the following party representatives:

<u>County</u>
Attn: County Judge
710 Main Street
Suite 101
Georgetown, Texas 78626

<u>Defense Counsel</u>
J.R Hancock, Attorney at Law
601 Quail Valley Drive
Georgetown, Texas 78626

With Copy To:

Williamson County Juvenile Services

Attn: Scott Matthew, MBA
Executive Director
200 Wilco Way
Georgetown, Texas 78626

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

8.10 Defense Counsel acknowledges that the funding to be paid to Defense Counsel is from a grant. The obligations of the County under this Agreement do not constitute a general obligation or indebtedness of County for which the County is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that County shall have the right to terminate this Agreement if the grant funding source does not appropriate sufficient grant funds to fund the Program in the future. County may effect such termination by giving written notice of termination to Defense Counsel immediately upon notice that any such grant funding is terminated and, in such case, County shall pay Defense Counsel for all amounts incurred and earned up to date of the termination of grant funding.

8.11 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 COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

IN WITNESS WHEREOF, the parties have duly executed and delivered this Agreement on the date set forth above, to be effective as of October 1, 2021.

WILLIAMSON COUNTY	DEFENSE COUNSEL
By:_____	By: J R Hancock
Printed Name: _____	Printed Name: J.R. Hancock
Title: Presiding Officer of Williamson County Commissioners Court	Title: Attorney at Law

Commissioners Court - Regular Session **45.**

Meeting Date: 09/28/2021

Transformative Justice Program Legal Services Agreement with Jo Poenitzsch

Submitted By: John Pelczar, Juvenile Services

Department: Juvenile Services

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an Agreement for Legal Services for the Williamson County Transformative Justice Program between Williamson County and Jo Poenitzsch; and exemption of such services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Tex. Loc. Gov't Code § 262.024(a)(4).

Background

This a renewal of Ms. Poenitzsch's Legal Services Agreement with the Williamson County Transformative Justice Program. Ms. Poenitzsch has been serving in this role for the past two years and her current contract expires September 30, 2021. There were no changes made to the previous contract other than updating the dates of service.

This position is grant-funded through the Texas Indigent Defense Commission and the allocated county match.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Legal Services Agreement-Poenitzsch

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/22/2021 04:04 PM
Form Started By: John Pelczar		Started On: 09/22/2021 02:07 PM
Final Approval Date: 09/22/2021		

WILLIAMSON COUNTY
TRANSFORMATIVE JUSTICE PROGRAM
AGREEMENT FOR LEGAL SERVICES

This Agreement for Legal Services ("Agreement") is by and between Williamson County ("County") and Jo Poenitzsch ("Defense Counsel").

1. Purpose

1.1 The purpose of this Agreement is to provide the terms, conditions, covenants and compensation relating to Defense Counsel's provision of legal representation to participants who are accepted and receiving services ("Program Services") in the Williamson County Transformative Justice Program ("the Program").

2. Term and Termination

2.1 Term. The Term of this Agreement shall be from October 1, 2021 until September 30, 2022, unless terminated earlier under this Agreement.

2.2 Termination for Convenience. Either party may terminate this Agreement for convenience and without cause or further liability upon thirty (30) calendar day's written notice to the other party. In the event of termination for convenience, it is understood and agreed that only the amounts due to Defense Counsel for services provided up to and including the date of termination, will be due and payable. No penalty will be assessed for a party's termination of this Agreement for convenience.

2.3 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.

Termination for breach under this section does not waive either party's claim for direct damages resulting from the breach, and the non-breaching party may, among other remedies, withhold from compensation owed the breaching party an amount necessary to satisfy its claim against the breaching party.

3. Scope of Representation

3.1 Defense Counsel agrees to provide legal representation to participants regarding their pending Program eligible criminal offense including the following:

a) Review of probable cause and intake documents in order to advise client regarding their voluntary participation in the Program;
b) Request and review any/all evidence regarding the pending offense made available to the Defense Counsel throughout the participant's enrollment in the Program;
c) Communicate with, and advise the participant at all stages of the representation regarding the evidence in their case throughout the participant's enrollment in the Program;
d) Communicate with the prosecutor, and advocate for the participant, regarding the evidence in the case and any mitigating evidence determined by defense counsel throughout the participant's enrollment in the Program;
e) Attend and advocate for the participant, at all Case Management, Multi Disciplinary Team meetings, Criminal Justice Team meetings, or any other scheduled meetings regarding the status of the participant throughout the participant's enrollment in the Program;
f) Attend any training requested or required by the Program;
g) Appear and represent participant at all court hearings throughout the participant's enrollment in the Program;
h) Upon successful completion of the Program and Dismissal of the pending charge, Defense Counsel shall file the necessary documents to seek expunction of the criminal records for the participant's Program offense.

3.2 Under this Agreement, the legal services provided by Defense Counsel SHALL NOT INCLUDE any legal representation for Misdemeanor criminal charges, any criminal offenses involving a Program participant that occur outside of Williamson County, Texas, or any criminal matters that are not directly related to the Program eligible offense pending against the participant.

3.3 Upon the signing of an Order of Expunction in a Program participant's case, any further obligation of Defense Counsel to provide legal services to the Program participant shall be terminated.

3.4 At any time the participant is unsuccessfully terminated from the Program and his/her pending criminal case is prosecuted through the traditional criminal justice system of Williamson County, Texas, Defense Counsel's legal representation of participant will also terminate.

4. Compensation

4.1 County agrees to pay Defense Counsel a flat rate of $4750 per month, for up to 100 hrs/month of the legal services provided to participants as described in Paragraph 3.

4.2 Defense Counsel agrees to submit an invoice to County once per month on the last day of the invoiced month. Each invoice shall be submitted electronically to the Williamson County Juvenile Services' Director of Operations at jpelczar@wilco.org, or as otherwise designated, in writing, by County.

4.3 County's payment hereunder shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by County within thirty (30) days from the date of the Williamson County Auditor's receipt of an invoice. Interest charges for any late payments shall be paid by County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. In the event that a discrepancy arises in relation to an invoice, such as an incorrect amount on an invoice or a lack of documentation that is required to be attached to an invoice to evidence the amount claimed to be due, County shall notify Defense Counsel of such an invoice of the discrepancy. Following County's notification of any discrepancy as to an invoice, Defense Counsel must resolve the discrepancy and resubmit a corrected or revised invoice, which includes all required support documentation, to the Williamson County Auditor. County shall pay the invoice within thirty (30) days from the date of the Williamson County Auditor's receipt of the corrected or revised invoice. County's payment of an invoice that contains a discrepancy shall not be considered late, nor shall any interest begin to accrue until the thirty-first (31st) day following the Williamson County Auditor's receipt of the corrected or revised invoice.

5. Independent Contractor

5.1 It is expressly acknowledged that Defense Counsel is an independent contractor and that nothing in this Agreement is intended or shall be construed to create an employer/employee relationship between County and Defense Counsel. Defense Counsel acknowledges and agrees that he/she will not be entitled to any benefits generally provided by the County to its employees (including, without limitation, health insurance, retirement, severance, vacation, and disability) or any compensation other than what is set forth herein.

It is understood and agreed that Defense Counsel shall pay all taxes, licenses, and fees levied or assessed on Defense Counsel in connection with or incident to the performance of this Agreement by any governmental agency, including, without limitation, unemployment compensation insurance, old age benefits, social security, or any other taxes upon fees or wages of Defense Counsel, Defense Counsel's agents, employees, and representatives. Defense Counsel agrees to reimburse the County on demand for all such taxes or governmental charges, state or federal, which the County may be required or deem it necessary to pay on account of employees of Defense Counsel. Defense Counsel agrees to furnish the County with the information required to enable it to make the necessary reports and pay such taxes or charges. At its election, the County is authorized to deduct all sums so paid for such taxes and governmental charges from any fee or amounts that may be or become due to Defense Counsel.

5.2 Defense Counsel shall not be deemed or construed to be an agent or representative of County for any purposes whatsoever and Defense Counsel hereby agrees to not hold himself/herself out as a representative or agent of County. In this respect, Defense Counsel acknowledges and agrees that he/she shall have no right or authority to commit or obligate the County in any way to any third party or parties unless specifically authorized to do so by the Williamson County Commissioners Court.

5.3 During the term of this agreement, Defense Counsel may provide other legal representation for individuals or entities so long as said representation does not interfere with the obligations under this Agreement.

6. Representations and Warranties

6.1 Defense Counsel represents and warrants that:

a) Defense Counsel has the authority to sign and be bound by the terms of this Agreement;

b) Defense Counsel is licensed by the State Bar of Texas and in good standing; and

c) All legal representation provided by Defense Counsel shall be performed for participants in accordance with the professional standards applicable under the Rules of Professional Responsibility.

7. Responsibility for Acts and Omissions

7.1 Defense Counsel is responsible for providing the services under this Agreement. TO THE FULLEST EXTENT PERMITTED BY LAW, DEFENSE COUNSEL SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF COUNTY'S CHOOSING), AND HOLD HARMLESS COUNTY, AND COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF DEFENSE COUNSEL 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.

7.2 Defense Counsel expressly waives rights or claims of subrogation Defense Counsel may have against County.

8. General Terms

8.1 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.

8.2 This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns. No party to this Agreement may assign or transfer its interest in or obligations under this Agreement without the prior written consent of all parties to this Agreement.

8.3 Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in Williamson County, Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

8.4 No provision of this Agreement is intended to waive County's sovereign/governmental immunity, including but not limited to immunity from suit or immunity from liability, as provided by Title 5, Texas Civil Practice & Remedies Code, and other applicable law.

8.5 No provision of this Agreement is intended to create any third-party beneficiary.

8.6 Each party to this Agreement 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, salary and wage statutes and regulations, licensing laws and regulations. When required, Defense Counsel shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

8.7 If any provision included in this Agreement is determined to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceable provision shall not affect any other provision and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been included.

8.8 Written notice or communication required by or related to this Contract shall be provided to the following party representatives:

County
Attn: County Judge
710 Main Street
Suite 101
Georgetown, Texas 78626

Defense Counsel
Jo Poenitzsch, Attorney at Law
1112 South Rock Street
Georgetown, Texas 78626

With Copy To:

Williamson County Juvenile Services

Attn: Scott Matthew, MBA
Executive Director
200 Wilco Way
Georgetown, Texas 78626

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

8.10 Defense Counsel acknowledges that the funding to be paid to Defense Counsel is from a grant. The obligations of the County under this Agreement do not constitute a general obligation or indebtedness of County for which the County is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that County shall have the right to terminate this Agreement if the grant funding source does not appropriate sufficient grant funds to fund the Program in the future. County may effect such termination by giving written notice of termination to Defense Counsel immediately upon notice that any such grant funding is terminated and, in such case, County shall pay Defense Counsel for all amounts incurred and earned up to date of the termination of grant funding.

8.11 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 COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

IN WITNESS WHEREOF, the parties have duly executed and delivered this Agreement on the date set forth above, to be effective as of October 1, 2021.

WILLIAMSON COUNTY	DEFENSE COUNSEL
By:_____	By: Jo Poenitzsch
Printed Name: _____	Printed Name: Jo Poenitzsch
Title: Presiding Officer of Williamson County Commissioners Court	Title: Attorney at Law

Commissioners Court - Regular Session **46.**

Meeting Date: 09/28/2021

Transformative Justice Program Case Management Services Agreement for Krystal Scott

Submitted By: John Pelczar, Juvenile Services

Department: Juvenile Services

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an Agreement for Case Management Services for the Williamson County Transformative Justice Program between Williamson County and Krystal Scott; and exemption of such services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Tex. Loc. Gov't Code § 262.024(a)(4).

Background

This a renewal of Ms. Scott's Case Management Services Agreement with the Williamson County Transformative Justice Program. Ms.Scott has been serving in this role for the past year and her current contract expires September 30, 2021.

This position is grant-funded through the Texas Indigent Defense Commission and the allocated county match.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Case Management Services Agreement-S

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/22/2021 04:04 PM
Form Started By: John Pelczar		Started On: 09/22/2021 02:10 PM
Final Approval Date: 09/22/2021		

AGREEMENT FOR CASE MANAGEMENT SERVICES FOR WILLIAMSON COUNTY TRANSFORMATIVE JUSTICE PROGRAM

This Agreement for Case Management Services for the Williamson County Transformative Justice Program ("Agreement") is by and between Williamson County ("County") and Krystal Scott ("Case Manager").

1. Description of Program and Purpose of Agreement

1.1 The mission and vision of the Williamson County Transformative Justice Program ("Program") is to reduce incarceration of and improve outcomes for emerging adults ages 17 - 24 in the Williamson County, Texas justice system. The Program is designed to positively impact the following: (1) a Public Health Alternative to Incarceration Program (ATI), (2) direct litigation, and (3) community engagement & re-entry. The Program partners with community stakeholders, criminal justice agencies and health and human services professionals that will address the underlying factors contributing to the emerging adults' involvement in the criminal justice system. Finally, community engagement and re-entry efforts support the Program participants as they transition back to their communities.

1.2 The purpose of this Agreement is to provide the terms, conditions, covenants, and compensation relating to Case Manager's provision of case management services for the Program.

2. Term and Termination

2.1 Term. The Term of this Agreement shall be from October 1, 2021 until September 30, 2022, unless terminated earlier under this Agreement.

2.2 Termination for Convenience. Either party may terminate this Agreement for convenience and without cause or further liability upon thirty (30) calendar day's written notice to the other party. In the event of termination for convenience, it is understood and agreed that only the amounts due to Case Management services provided up to and including the date of termination, will be due and payable. No penalty will be assessed for a party's termination of this Agreement for convenience.

2.3 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.

Termination for breach under this section does not waive either party's claim for direct damages resulting from the breach, and the non-breaching party may, among other remedies, withhold from compensation owed the breaching party an amount necessary to satisfy its claim against the breaching party.

3. Scope of Services

3.1 Case Manager agrees to provide the following Scope of Services in relation to the Program:

a. Interact with emerging adults participating in the Program while maintaining and complying with the Program's service philosophy with an emphasis on Developmental Assets, Developmental Relationships, SPARK identification, Motivational Interviewing, and Trust-Based Relational Intervention (TBRI)
b. Engage with emerging adults on the Program's caseload to develop relationships and focus efforts toward diversion of the emerging adults from the criminal justice system.
c. Model and exhibit positive behavior and leadership to emerging adults in all interactions relating to the Program.
d. Teach coping and life skills to emerging adults and coordinate community support for emerging adults' needs under the Program.
e. Make referrals for appropriate resources such as substance use, mental health, education, and vocational/employment services to participants in the Program.
f. Redirect emerging adults' behavior using appropriate trauma-focused interventions, when necessary.
g. Perform investigations and evaluations of offenders to submit recommendations to relevant court(s).
h. Interview and counsel emerging adults' and families.
i. Appear in court and testify in hearings regarding emerging adults' progress in the Program.
j. Maintain compliance with daily, weekly, monthly and quarterly contact and Program case plan standards.
k. Understand, practice, and promote the vision of the Program.
l. Coordinate and transport emerging adults for various appointments.
m. Coordinate, supervise, and facilitate special programs, such as Family Nights and Skills Training classes (to include evenings and weekends).
n. Facilitate weekly group sessions with emerging adults in the Program.
o. Develop relationships and communicate regularly with personnel in law enforcement, schools, courts, community organizations, and other social service agencies.
p. Collaborate with all relevant staff and counselors associated with the Program to provide individualized case management to emerging adults on the Program's caseload.
q. Conduct the intake process for emerging adults being placed into the Program.

r. Assist with compiling, monitoring, and recording statistical Program data for reports to the court, grant reporting and research team.
s. Attend all Program related meetings and trainings as required and necessary for the success of the Program.
t. Available on an on-call basis to meet with new potential participants in jail, perform the initial intake interview and assessment, have the participant fill out the research paperwork and complete the randomization process.

4. Compensation

4.1 County agrees to pay Case Manager the total not to exceed fee of $57,000.00 to provide the Scope of Services as described in Paragraph 3 for the entire Term of this Agreement. The said total not to exceed fee shall be paid in twenty-four (24) bi-monthly installments of $2,375.00 each.

4.2 Case Manager agrees to submit an invoice to County once per month on the last day of the invoiced month. Each invoice shall be submitted electronically to the Williamson County Juvenile Services' Director of Operations at jpelczar@wilco.org, or as otherwise designated, in writing, by County.

4.3 County's payment hereunder shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by County within thirty (30) days from the date of the Williamson County Auditor's receipt of an invoice. Interest charges for any late payments shall be paid by County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. In the event that a discrepancy arises in relation to an invoice, such as an incorrect amount on an invoice or a lack of documentation that is required to be attached to an invoice to evidence the amount claimed to be due, County shall notify Case Manager of such an invoice of the discrepancy. Following County's notification of any discrepancy as to an invoice, Case Manager must resolve the discrepancy and resubmit a corrected or revised invoice, which includes all required support documentation, to the Williamson County Auditor. County shall pay the invoice within thirty (30) days from the date of the Williamson County Auditor's receipt of the corrected or revised invoice. County's payment of an invoice that contains a discrepancy shall not be considered late, nor shall any interest begin to accrue until the thirty-first (31st) day following the Williamson County Auditor's receipt of the corrected or revised invoice.

5. Independent Contractor

5.1 It is expressly acknowledged that Case Manager is an independent contractor and that nothing in this Agreement is intended or shall be construed to create an employer/employee relationship between County and Case Manager. Case Manager acknowledges and agrees that he/she will not be entitled to any benefits generally provided by the County to its employees (including, without

limitation, health insurance, retirement, severance, vacation, and disability) or any compensation other than what is set forth herein.

It is understood and agreed that Case Manager shall pay all taxes, licenses, and fees levied or assessed on Case Manager in connection with or incident to the performance of this Agreement by any governmental agency, including, without limitation, unemployment compensation insurance, old age benefits, social security, or any other taxes upon fees or wages of Case Manager, Case Manager's agents, employees, and representatives. Case Manager agrees to reimburse the County on demand for all such taxes or governmental charges, state or federal, which the County may be required or deem it necessary to pay on account of employees of Case Manager. Case Manager agrees to furnish the County with the information required to enable it to make the necessary reports and pay such taxes or charges. At its election, the County is authorized to deduct all sums so paid for such taxes and governmental charges from any fee or amounts that may be or become due to Case Manager.

5.2 Case Manager shall not be deemed or construed to be an agent or representative of County for any purposes whatsoever and Case Manager hereby agrees to not hold himself/herself out as a representative or agent of County. In this respect, Case Manager acknowledges and agrees that he/she shall have no right or authority to commit or obligate the County in any way to any third party or parties unless specifically authorized to do so by the Williamson County Commissioners Court.

6. Representations and Warranties

6.1 Case Manager represents and warrants that Case Manager has the authority to sign and be bound by the terms of this Agreement.

7. Responsibility for Acts and Omissions

7.1 Case Manager is responsible for providing the services under this Agreement. TO THE FULLEST EXTENT PERMITTED BY LAW, CASE MANAGER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF COUNTY'S CHOOSING), AND HOLD HARMLESS COUNTY, AND COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF CASE MANAGER 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.

7.2 Case Manager expressly waives rights or claims of subrogation Case Manager may have against County.

8. General Terms

8.1 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.

8.2 This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns. No party to this Agreement may assign or transfer its interest in or obligations under this Agreement without the prior written consent of all parties to this Agreement.

8.3 Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in Williamson County, Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

8.4 No provision of this Agreement is intended to waive County's sovereign/governmental immunity, including but not limited to immunity from suit or immunity from liability, as provided by Title 5, Texas Civil Practice & Remedies Code, and other applicable law.

8.5 No provision of this Agreement is intended to create any third-party beneficiary.

8.6 Each party to this Agreement 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, salary and wage statutes and regulations, licensing laws and regulations. When required, Case Manager shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

8.7 If any provision included in this Agreement is determined to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceable provision shall not affect any other provision and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been included.

8.8 Written notice or communication required by or related to this Contract shall be provided to the following party representatives:

County
Attn: County Judge
710 Main Street
Suite 101
Georgetown, Texas 78626

Case Manager
Krystal Scott
12800 Turtle Rock Rd., #13102
Austin, Texas 78729

With Copy To:

Williamson County Juvenile Services
Attn: Scott Matthew, MBA
Executive Director
200 Wilco Way
Georgetown, Texas 78626

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

8.10 Case Manager acknowledges that the funding to be paid to Case Manager is from a grant. The obligations of the County under this Agreement do not constitute a general obligation or indebtedness of County for which the County is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that County shall have the right to terminate this Agreement if the grant funding source does not appropriate sufficient grant funds to fund the Program in the future. County may effect such termination by giving written notice of termination to Case Manager immediately upon notice that any such grant funding is terminated and, in such case, County shall pay Case Manager for all amounts incurred and earned up to date of the termination of grant funding.

8.11 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 COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

IN WITNESS WHEREOF, the parties have duly executed and delivered this Agreement on the date set forth above, to be effective as of the date of the last party to sign below.

WILLIAMSON COUNTY

By:_____

Printed Name: _____

Title: Presiding Officer of Williamson County Commissioners Court

Date: _____ ____, 2021

CASE MANAGER

By: Krystal D. Scott

Printed Name: Krystal Scott

Title: Case Manager

Date: 9/22 ____, 2021

Commissioners Court - Regular Session **47.**

Meeting Date: 09/28/2021

Transformative Justice Program Case Management Service Agreement for Jordan Jamar

Submitted By: John Pelczar, Juvenile Services

Department: Juvenile Services

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an Agreement for Case Management Services for the Williamson County Transformative Justice Program between Williamson County and Jordan Jamar; and exemption of such services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Tex. Loc. Gov't Code § 262.024(a)(4).

Background

This a renewal of Ms. Jamar's Case Management Services Agreement with the Williamson County Transformative Justice Program. Ms.Jamar has been serving in this role for the past year and her current contract expires September 30, 2021.

This position is grant-funded through the Texas Indigent Defense Commission and the allocated county match.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Case Management Services Agreement-J

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/22/2021 04:06 PM
Form Started By: John Pelczar		Started On: 09/22/2021 02:16 PM
Final Approval Date: 09/22/2021		

AGREEMENT FOR CASE MANAGEMENT SERVICES
FOR
WILLIAMSON COUNTY TRANSFORMATIVE JUSTICE PROGRAM

This Agreement for Case Management Services for the Williamson County Transformative Justice Program ("Agreement") is by and between Williamson County ("County") and Jordan Jamar ("Case Manager").

1. Description of Program and Purpose of Agreement

1.1 The mission and vision of the Williamson County Transformative Justice Program ("Program") is to reduce incarceration of and improve outcomes for emerging adults ages 17 - 24 in the Williamson County, Texas justice system. The Program is designed to positively impact the following: (1) a Public Health Alternative to Incarceration Program (ATI), (2) direct litigation, and (3) community engagement & re-entry. The Program partners with community stakeholders, criminal justice agencies and health and human services professionals that will address the underlying factors contributing to the emerging adults' involvement in the criminal justice system. Finally, community engagement and re-entry efforts support the Program participants as they transition back to their communities.

1.2 The purpose of this Agreement is to provide the terms, conditions, covenants, and compensation relating to Case Manager's provision of case management services for the Program.

2. Term and Termination

2.1 Term. The Term of this Agreement shall be from October 1, 2021 until September 30, 2022, unless terminated earlier under this Agreement.

2.2 Termination for Convenience. Either party may terminate this Agreement for convenience and without cause or further liability upon thirty (30) calendar day's written notice to the other party. In the event of termination for convenience, it is understood and agreed that only the amounts due to Case Management services provided up to and including the date of termination, will be due and payable. No penalty will be assessed for a party's termination of this Agreement for convenience.

2.3 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.

Termination for breach under this section does not waive either party's claim for direct damages resulting from the breach, and the non-breaching party may, among other remedies, withhold from compensation owed the breaching party an amount necessary to satisfy its claim against the breaching party.

3. Scope of Services

3.1 Case Manager agrees to provide the following Scope of Services in relation to the Program:

a. Interact with emerging adults participating in the Program while maintaining and complying with the Program's service philosophy with an emphasis on Developmental Assets, Developmental Relationships, SPARK identification, Motivational Interviewing, and Trust-Based Relational Intervention (TBRI)
b. Engage with emerging adults on the Program's caseload to develop relationships and focus efforts toward diversion of the emerging adults from the criminal justice system.
c. Model and exhibit positive behavior and leadership to emerging adults in all interactions relating to the Program.
d. Teach coping and life skills to emerging adults and coordinate community support for emerging adults' needs under the Program.
e. Make referrals for appropriate resources such as substance use, mental health, education, and vocational/employment services to participants in the Program.
f. Redirect emerging adults' behavior using appropriate trauma-focused interventions, when necessary.
g. Perform investigations and evaluations of offenders to submit recommendations to relevant court(s).
h. Interview and counsel emerging adults' and families.
i. Appear in court and testify in hearings regarding emerging adults' progress in the Program.
j. Maintain compliance with daily, weekly, monthly and quarterly contact and Program case plan standards.
k. Understand, practice, and promote the vision of the Program.
l. Coordinate and transport emerging adults for various appointments.
m. Coordinate, supervise, and facilitate special programs, such as Family Nights and Skills Training classes (to include evenings and weekends).
n. Facilitate weekly group sessions with emerging adults in the Program.
o. Develop relationships and communicate regularly with personnel in law enforcement, schools, courts, community organizations, and other social service agencies.
p. Collaborate with all relevant staff and counselors associated with the Program to provide individualized case management to emerging adults on the Program's caseload.
q. Conduct the intake process for emerging adults being placed into the Program.

r. Assist with compiling, monitoring, and recording statistical Program data for reports to the court, grant reporting and research team.
s. Attend all Program related meetings and trainings as required and necessary for the success of the Program.
t. Available on an on-call basis to meet with new potential participants in jail, perform the initial intake interview and assessment, have the participant fill out the research paperwork and complete the randomization process.

4. Compensation

4.1 County agrees to pay Case Manager the total not to exceed fee of $57,000.00 to provide the Scope of Services as described in Paragraph 3 for the entire Term of this Agreement. The said total not to exceed fee shall be paid in twenty-four (24) bi-monthly installments of $2,375.00 each.

4.2 Case Manager agrees to submit an invoice to County once per month on the last day of the invoiced month. Each invoice shall be submitted electronically to the Williamson County Juvenile Services' Director of Operations at jpelczar@wilco.org, or as otherwise designated, in writing, by County.

4.3 County's payment hereunder shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by County within thirty (30) days from the date of the Williamson County Auditor's receipt of an invoice. Interest charges for any late payments shall be paid by County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. In the event that a discrepancy arises in relation to an invoice, such as an incorrect amount on an invoice or a lack of documentation that is required to be attached to an invoice to evidence the amount claimed to be due, County shall notify Case Manager of such an invoice of the discrepancy. Following County's notification of any discrepancy as to an invoice, Case Manager must resolve the discrepancy and resubmit a corrected or revised invoice, which includes all required support documentation, to the Williamson County Auditor. County shall pay the invoice within thirty (30) days from the date of the Williamson County Auditor's receipt of the corrected or revised invoice. County's payment of an invoice that contains a discrepancy shall not be considered late, nor shall any interest begin to accrue until the thirty-first (31st) day following the Williamson County Auditor's receipt of the corrected or revised invoice.

5. Independent Contractor

5.1 It is expressly acknowledged that Case Manager is an independent contractor and that nothing in this Agreement is intended or shall be construed to create an employer/employee relationship between County and Case Manager. Case Manager acknowledges and agrees that he/she will not be entitled to any benefits generally provided by the County to its employees (including, without

limitation, health insurance, retirement, severance, vacation, and disability) or any compensation other than what is set forth herein.

It is understood and agreed that Case Manager shall pay all taxes, licenses, and fees levied or assessed on Case Manager in connection with or incident to the performance of this Agreement by any governmental agency, including, without limitation, unemployment compensation insurance, old age benefits, social security, or any other taxes upon fees or wages of Case Manager, Case Manager's agents, employees, and representatives. Case Manager agrees to reimburse the County on demand for all such taxes or governmental charges, state or federal, which the County may be required or deem it necessary to pay on account of employees of Case Manager. Case Manager agrees to furnish the County with the information required to enable it to make the necessary reports and pay such taxes or charges. At its election, the County is authorized to deduct all sums so paid for such taxes and governmental charges from any fee or amounts that may be or become due to Case Manager.

5.2 Case Manager shall not be deemed or construed to be an agent or representative of County for any purposes whatsoever and Case Manager hereby agrees to not hold himself/herself out as a representative or agent of County. In this respect, Case Manager acknowledges and agrees that he/she shall have no right or authority to commit or obligate the County in any way to any third party or parties unless specifically authorized to do so by the Williamson County Commissioners Court.

6. Representations and Warranties

6.1 Case Manager represents and warrants that Case Manager has the authority to sign and be bound by the terms of this Agreement.

7. Responsibility for Acts and Omissions

7.1 Case Manager is responsible for providing the services under this Agreement. TO THE FULLEST EXTENT PERMITTED BY LAW, CASE MANAGER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF COUNTY'S CHOOSING), AND HOLD HARMLESS COUNTY, AND COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF CASE MANAGER 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.

7.2 Case Manager expressly waives rights or claims of subrogation Case Manager may have against County.

8. General Terms

8.1 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.

8.2 This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns. No party to this Agreement may assign or transfer its interest in or obligations under this Agreement without the prior written consent of all parties to this Agreement.

8.3 Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in Williamson County, Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

8.4 No provision of this Agreement is intended to waive County's sovereign/governmental immunity, including but not limited to immunity from suit or immunity from liability, as provided by Title 5, Texas Civil Practice & Remedies Code, and other applicable law.

8.5 No provision of this Agreement is intended to create any third-party beneficiary.

8.6 Each party to this Agreement 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, salary and wage statutes and regulations, licensing laws and regulations. When required, Case Manager shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

8.7 If any provision included in this Agreement is determined to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceable provision shall not affect any other provision and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been included.

8.8 Written notice or communication required by or related to this Contract shall be provided to the following party representatives:

County
Attn: County Judge
710 Main Street
Suite 101
Georgetown, Texas 78626

Case Manager
Jordan Jamar
200 FM 1460, Apt. 11108
Georgetown, Texas 78626

With Copy To:

Williamson County Juvenile Services
Attn: Scott Matthew, MBA
Executive Director
200 Wilco Way
Georgetown, Texas 78626

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

8.10 Case Manager acknowledges that the funding to be paid to Case Manager is from a grant. The obligations of the County under this Agreement do not constitute a general obligation or indebtedness of County for which the County is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that County shall have the right to terminate this Agreement if the grant funding source does not appropriate sufficient grant funds to fund the Program in the future. County may effect such termination by giving written notice of termination to Case Manager immediately upon notice that any such grant funding is terminated and, in such case, County shall pay Case Manager for all amounts incurred and earned up to date of the termination of grant funding.

8.11 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 COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

IN WITNESS WHEREOF, the parties have duly executed and delivered this Agreement on the date set forth above, to be effective as of the date of the last party to sign below.

WILLIAMSON COUNTY

By: _____

Printed Name: _____

Title: Presiding Officer of Williamson County Commissioners Court

Date: _____ ____, 2021

CASE MANAGER

By:

Printed Name: Jordan Jamar

Title: Case Manager

Date: September 17, 2021

Commissioners Court - Regular Session **48.**

Meeting Date: 09/28/2021

Star Ranch MUD Standard Agreement for County Sheriff

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 regarding approval and receipt of the Standard Agreement with Williamson County Water, Sewer, Irrigation, and Drainage District No. 3 (Star Ranch) regarding off duty contracting of County Sheriff Deputies to be effective October 1, 2021.

Background

This renewal agreement gives permission for WCWSIDD #3 to contract County Sheriff Deputies in a private capacity and the County to invoice WCWSIDD #3 for deputies' vehicle usage. The term of this agreement shall begin on October 1, 2021 and will have three additional one year automatic renewals on October 1, 2022, October 1, 2023 and October 1, 2024. The agreement will be revisited with proper approvals from the Commissioners Court for October 1, 2025 (FY'26).

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Star Ranch

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/20/2021 10:56 AM
Form Started By: Starla Hall		Started On: 09/17/2021 06:00 PM
Final Approval Date: 09/20/2021		

STATE OF TEXAS	§	**STANDARD AGREEMENT WITH**
	§	**LOCAL GOVERNMENTAL ENTITY**
	§	**REGARDING OFF-DUTY**
	§	**CONTRACTING OF COUNTY**
COUNTY OF WILLIAMSON	§	**SHERIFF DEPUTIES**

This interlocal agreement (hereinafter, the "AGREEMENT") is entered into by and between the local governmental entity set forth on the signature page below (hereinafter, "LGE") in the State of Texas, and Williamson County, Texas (hereinafter, "COUNTY") a political subdivision of the State of Texas, and the Williamson County SHERIFF's Office set forth on the signature page below (hereinafter, "SHERIFF'S OFFICE").

For and in consideration of the permission given by COUNTY for the LGE to contract in a private capacity DEPUTIES of the SHERIFF'S OFFICE (hereinafter "DEPUTIES"), while DEPUTIES are not on duty with and for the COUNTY, it is hereby agreed as follows:

1. It is mutually agreed that while the DEPUTIES are working for the LGE, the DEPUTIES' primary responsibility is the enforcement of Federal and State laws and COUNTY Ordinances or Regulations to protect life and property and to keep the peace. The DEPUTIES cannot enforce "district policies" or "house rules" of the District. The DEPUTIES shall enforce District Rules and Regulations adopted pursuant to Section 54.205(4) of the Texas Water Code and published in accordance with Sections 54.206 through 54.208 of the Texas Water Code provided that a violation of such District Rules and Regulations also constitutes a crime under the Texas Penal Code. DEPUTIES are at all times subject to the rules and policies of the SHERIFF'S OFFICE. ***LGE expressly acknowledges and agrees that such DEPUTIES are at all times working for LGE when performing services for the LGE.***

2. It is understood by the LGE that the COUNTY shall retain the right to withdraw at any time its permission for the DEPUTIES to work in a private capacity. If the permission of the COUNTY is withdrawn, the LGE agrees to terminate its contractual relationships with DEPUTIES. The LGE, as part of this AGREEMENT, binds itself to release and hold harmless the COUNTY from any liability or claim for damages in the event such permission is withdrawn by the COUNTY.

3. Prior to the beginning of DEPUTIES performing services for the LGE, the LGE shall obtain a comprehensive general liability insurance policy from a company authorized to do business in the State of Texas or equivalent coverage through the Texas Municipal League Intergovernmental Risk Pool with minimum amounts of Ten Thousand Dollars ($10,000) per occurrence for property damage, One Hundred Thousand Dollars ($100,000) per person, and Three Hundred Thousand Dollars

($300,000) per occurrence for personal injury. COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED OR COVERED PARTY UNDER THIS COVERAGE.

4. The term of this AGREEMENT shall begin on the 1st day of October, 2021 and shall terminate on September 30, 2022, and will have three additional one (1) year automatic renewals. The AGREEMENT will automatically renew on October 1, 2022, October 1, 2023, and October 1, 2024. It must be revisited with proper approvals from the applicable governing bodies and elected official(s) for FY2026.

5. State law requires that law enforcement personnel conducting "off-duty" work must be both "full time" and "entitled" to fringe benefits. Tex. Occup. Code Sec. 1702.322(A) & (B)(i). Thus, part-time deputies and "reserve" officers may not conduct "off-duty" work.

6. The COUNTY agrees that each of the DEPUTIES will be properly insured with automobile liability insurance while operating the patrol vehicle in accordance with Section 612.005(b) of the Texas Government Code, and any other applicable laws.

7. COUNTY agrees to invoice LGE for the reimbursement amounts for DEPUTIES' vehicle usage at the rate of $8.00 per hour per vehicle (to cover LGE's fair share of costs for fuel, maintenance, and yearly premiums on automobile insurance). The LGE acknowledges that the above described reimbursement rate will not totally cover the entire costs incurred by COUNTY for the fully equipped patrol vehicle that is being utilized by such DEPUTIES in the LGE's Area; provided, however, COUNTY deems such unrecovered costs for the fully equipped patrol vehicle to be of a public benefit to the citizens of Williamson County.

8. LGE agrees to log and maintain records of all times that vehicles are allotted to off-duty work, whether actually used or parked, for each vehicle used by DEPUTIES on a monthly basis. LGE shall provide such vehicle time records to COUNTY and SHERIFF'S OFFICE no later than the end of each quarter (end of month for each of the following: March, June, September, and December). COUNTY will invoice based on the total usage and rate, as set forth in Paragraph 7, and LGE will pay such invoice pursuant Chapter 2251 of the Texas Government Code ("Texas Prompt Payment Act"). Reporting must be submitted to:

SHERIFF'S OFFICE: At the address set forth on the signature page below.

COUNTY: Williamson County Auditor's Office
Attn: Finance Director
710 Main Street, Suite 301 Georgetown,
Texas 78626

9. LGE agrees that it shall pay deputies directly and file all applicable reporting forms with the Internal Revenue Service, as determined by LGE.

10. 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.

11. Nothing in this AGREEMENT shall be deemed to waive, modify or amend any legal defense available at law or in equity to COUNTY, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. COUNTY does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

LGE:

Name of LGE: Williamson County Water, Sewer, Irrigation, and Drainage District No. 3

Signature: Rance Richter

Printed Name: Rance Richter

Title: President

Date: August 11, 2021

WILLIAMSON COUNTY SHERIFF'S OFFICE:

Williamson County Sheriff

Printed Name of Official: Michael T. Gleason

Signature of Official:

Date: September 20, 2021

Address of Office: 508 S. Rock St.
Georgetown, TX 78626

COUNTERPART SIGNATURE PAGE
REGARDING COUNTY-VEHICLE USE
DURING OFF-DUTY SERVICES OF
COUNTY DEPTUIES TO BE EXECUTED BY COUNTY COMMISSIONERS COURT FOR
RELATED TO USE OF

CONFIRMATION OF BUDGETARY AUTHORIZATION
VEHICLES FOR OFF-DUTY WORK[1]

WILLIAMSON COUNTY COMMISSIONERS COURT:

By: _____
Williamson County Judge or
Presiding Officer, Williamson County Commissioners Court
710 Main Street, Suite 105
Georgetown, Texas 78626

Date: _____ _____, 2021

[1] Including, but not limited to fuel, insurance, and maintenance of county-owned assets.

Commissioners Court - Regular Session **49.**

Meeting Date: 09/28/2021

Block House MUD Standard Agreement for County Sheriff

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 regarding approval and receipt of the Standard Agreement with Block House Municipal Utility District regarding off duty contracting of County Sheriff Deputies to be effective October 1, 2021.

Background

This renewal agreement gives permission for Block House MUD to contract County Sheriff Deputies in a private capacity and the County to invoice Block House MUD for deputies' vehicle usage. The term of this agreement shall begin on October 1, 2021 and will have three additional one year automatic renewals on October 1, 2022, October 1, 2023 and October 1, 2024. The agreement will be revisited with proper approvals from the Commissioners Court for October 1, 2025 (FY'26).

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Block House MUD

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/20/2021 10:57 AM
Form Started By: Starla Hall		Started On: 09/17/2021 06:08 PM
Final Approval Date: 09/20/2021		

STATE OF TEXAS	§	**STANDARD AGREEMENT WITH**
	§	**LOCAL GOVERNMENTAL ENTITY**
	§	**REGARDING OFF-DUTY**
	§	**CONTRACTING OF COUNTY**
COUNTY OF WILLIAMSON	§	**SHERIFF DEPUTIES**

This interlocal agreement (hereinafter, the "AGREEMENT") is entered into by and between the local governmental entity set forth on the signature page below (hereinafter, "LGE") in the State of Texas, and Williamson County, Texas (hereinafter, "COUNTY") a political subdivision of the State of Texas, and the Williamson County SHERIFF's Office set forth on the signature page below (hereinafter, "SHERIFF'S OFFICE").

For and in consideration of the permission given by COUNTY for the LGE to contract in a private capacity DEPUTIES of the SHERIFF'S OFFICE (hereinafter "DEPUTIES"), while DEPUTIES are not on duty with and for the COUNTY, it is hereby agreed as follows:

1. It is mutually agreed that while the DEPUTIES are working for the LGE, the DEPUTIES' primary responsibility is the enforcement of Federal and State laws and COUNTY Ordinances or Regulations to protect life and property and to keep the peace. The DEPUTIES cannot enforce "district policies" or "house rules" of the District. The DEPUTIES shall enforce District Rules and Regulations adopted pursuant to Section 54.205(4) of the Texas Water Code and published in accordance with Sections 54.206 through 54.208 of the Texas Water Code provided that a violation of such District Rules and Regulations also constitutes a crime under the Texas Penal Code. DEPUTIES are at all times subject to the rules and policies of the SHERIFF'S OFFICE. ***LGE expressly acknowledges and agrees that such DEPUTIES are at all times working for LGE when performing services for the LGE.***

2. It is understood by the LGE that the COUNTY shall retain the right to withdraw at any time its permission for the DEPUTIES to work in a private capacity. If the permission of the COUNTY is withdrawn, the LGE agrees to terminate its contractual relationships with DEPUTIES. The LGE, as part of this AGREEMENT, binds itself to release and hold harmless the COUNTY from any liability or claim for damages in the event such permission is withdrawn by the COUNTY.

3. Prior to the beginning of DEPUTIES performing services for the LGE, the LGE shall obtain a comprehensive general liability insurance policy from a company authorized to do business in the State of Texas or equivalent coverage through the Texas Municipal League Intergovernmental Risk Pool with minimum amounts of

Ten Thousand Dollars ($10,000) per occurrence for property damage, One Hundred Thousand Dollars ($100,000) per person, and Three Hundred Thousand Dollars ($300,000) per occurrence for personal injury. COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED OR COVERED PARTY UNDER THIS COVERAGE.

4. The term of this AGREEMENT shall begin on the 1st day of October, 2021 and shall terminate on September 30, 2022, and will have three additional one (1) year automatic renewals. The AGREEMENT will automatically renew on October 1, 2022, October 1, 2023, and October 1, 2024. It must be revisited with proper approvals from the applicable governing bodies and elected official(s) for FY2026.

5. State law requires that law enforcement personnel conducting "off-duty" work must be both "full time" and "entitled" to fringe benefits. Tex. Occup. Code Sec. 1702.322(A) & (B)(i). Thus, part-time deputies and "reserve" officers may not conduct "off-duty" work.

6. The COUNTY agrees that each of the DEPUTIES will be properly insured with automobile liability insurance while operating the patrol vehicle in accordance with Section 612.005(b) of the Texas Government Code, and any other applicable laws.

7. COUNTY agrees to invoice LGE for the reimbursement amounts for DEPUTIES' vehicle usage at the rate of $8.00 per hour per vehicle (to cover LGE's fair share of costs for fuel, maintenance, and yearly premiums on automobile insurance). The LGE acknowledges that the above described reimbursement rate will not totally cover the entire costs incurred by COUNTY for the fully equipped patrol vehicle that is being utilized by such DEPUTIES in the LGE's Area; provided, however, COUNTY deems such unrecovered costs for the fully equipped patrol vehicle to be of a public benefit to the citizens of Williamson County.

8. LGE agrees to log and maintain records of all times that vehicles are allotted to off-duty work, whether actually used or parked, for each vehicle used by DEPUTIES on a monthly basis. LGE shall provide such vehicle time records to COUNTY and SHERIFF'S OFFICE no later than the end of each quarter (end of month for each of the following: March, June, September, and December). COUNTY will invoice based on the total usage and rate, as set forth in Paragraph 7, and LGE will pay such invoice pursuant Chapter 2251 of the Texas Government Code ("Texas Prompt Payment Act"). Reporting must be submitted to:

SHERIFF'S OFFICE: At the address set forth on the signature page below.

COUNTY: Williamson County Auditor's Office

Attn: Finance Director
710 Main Street, Suite 301
Georgetown, Texas 78626

9. LGE agrees that it shall pay deputies directly and file all applicable reporting forms with the Internal Revenue Service, as determined by LGE.

10. 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.

11. Nothing in this AGREEMENT shall be deemed to waive, modify or amend any legal defense available at law or in equity to COUNTY, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. COUNTY does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

LGE:

Name of LGE: Block House Municipal Utility District

Signature: _____

Printed Name: Cecilia Roberts

Title: President

Date: August 25, 2021

WILLIAMSON COUNTY SHERIFF'S OFFICE:

Williamson County Sheriff

Printed Name of Official: Michael T. Gleason

Signature of Official: _____

Date: September 20, 2021

Address of Office: 508 S. Rock St.
Georgetown, TX 78626

COUNTERPART SIGNATURE PAGE
REGARDING COUNTY-VEHICLE USE
DURING OFF-DUTY SERVICES OF
COUNTY DEPTUIES TO BE EXECUTED BY COUNTY COMMISSIONERS COURT FOR
RELATED TO USE OF

CONFIRMATION OF BUDGETARY AUTHORIZATION
VEHICLES FOR OFF-DUTY WORK[1]

WILLIAMSON COUNTY COMMISSIONERS COURT:

By: _____
Williamson County Judge or
Presiding Officer, Williamson County Commissioners Court
710 Main Street, Suite 105
Georgetown, Texas 78626

Date: _____ _____, 2021

[1] Including, but not limited to fuel, insurance, and maintenance of county-owned assets.

Commissioners Court - Regular Session **50.**

Meeting Date: 09/28/2021

Vehicle Reimbursement Agreement with Fellowship Church for County Sheriff

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 regarding approval and receipt of Vehicle Reimbursement Agreement with The Fellowship Church for off duty contracting of County Sheriff Deputies to be effective October 1, 2021 (Traffic control and security during various church services in Round Rock).

Background

This is the annual renewal agreement that will give permission for The Fellowship Church to contract County Sheriff Deputies in a private capacity and the County to invoice them for deputies' vehicle usage. This agreement will begin on October 1, 2021 and will terminate on September 30, 2022.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

The Fellowship Church

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/20/2021 12:47 PM
Form Started By: Starla Hall		Started On: 09/17/2021 06:16 PM
Final Approval Date: 09/20/2021		

STATE OF TEXAS	§	**VEHICLE REIMBURSEMENT**
	§	**AGREEMENT WITH**
	§	**NON-GOVERNMENTAL**
	§	**ORGANIZATION**
	§	**REGARDING OFF-DUTY**
COUNTY OF WILLIAMSON	§	**CONTRACTING OF COUNTY DEPUTIES**

This Vehicle Reimbursement Agreement with Non-Governmental Organization Regarding Off-Duty Contracting of County Deputies (hereinafter, the "AGREEMENT") is entered into by and between the company/organization set forth on the signature page below (hereinafter, "NON-GOVERNMENTAL ORGANIZATION") in the State of Texas, and Williamson County, Texas (hereinafter, "COUNTY") a political subdivision of the State of Texas, and the Williamson County Law Enforcement Agency set forth on the signature page below (hereinafter, "LEA").

For and in consideration of the permission given by COUNTY for the NON-GOVERNMENTAL ORGANIZATION to contract in a private capacity DEPUTIES of the LEA (hereinafter "DEPUTIES"), while DEPUTIES are not on duty with and for the COUNTY, it is hereby agreed as follows:

1. It is mutually agreed that while the DEPUTIES are working for the NON-GOVERNMENTAL ORGANIZATION, the DEPUTIES' primary responsibility is the enforcement of Federal and State laws and COUNTY Ordinances or Regulations to protect life and property and to keep the peace. The DEPUTIES are not allowed to enforce NON-GOVERNMENTAL ORGANIZATION policies or rules. DEPUTIES are at all times subject to the rules and policies of the LEA. ***NON-GOVERNMENTAL ORGANIZATION expressly acknowledges and agrees that such DEPUTIES are at all times independent contractors of the NON-GOVERNMENTAL ORGANIZATION when contracted by the NON-GOVERNMENTAL ORGANIZATION.***

2. **It is understood by the NON-GOVERNMENTAL ORGANIZATION that the COUNTY shall retain the right to withdraw at any time its permission for the DEPUTIES to work in a private capacity (including the right to terminate this agreement at any time).** If the permission of the COUNTY is withdrawn, the NON-GOVERNMENTAL ORGANIZATION agrees to terminate its contracting relationships with DEPUTIES. The NON-GOVERNMENTAL ORGANIZATION, as part of this AGREEMENT, binds itself to release and hold harmless the COUNTY from any liability or claim for damages in the event such permission is withdrawn by the COUNTY.

3. Prior to the beginning of DEPUTIES contracting with the NON-GOVERNMENTAL ORGANIZATION, the NON-GOVERNMENTAL ORGANIZATION shall obtain a comprehensive general liability insurance policy

from a company authorized to do business in the State of Texas with minimum amounts of Ten Thousand Dollars ($10,000) per occurrence for property damage, One Hundred Thousand Dollars ($100,000) per person, and Three Hundred Thousand Dollars ($300,000) per occurrence for personal injury. COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.

4. The term of this AGREEMENT shall begin on the ~~9/30/21~~ 10/01/21, JP1492 20~~21~~ and shall terminate on September 30, 20~~23~~ 2022. Any extension of this AGREEMENT must be set forth in writing and signed by both parties.

5. State law requires that law enforcement personnel conducting "off-duty" work must be both "full time" and "entitled" to fringe benefits. Tex. Occup. Code Sec. 1702.322(A) & (B)(i). Thus, part-time deputies and "reserve" officers may not conduct "off-duty" work.[1]

6. The COUNTY agrees that each of the DEPUTIES will be properly insured with automobile liability insurance while operating the patrol vehicle in accordance with Section 612.005(b) of the Texas Government Code, and any other applicable laws.

7. COUNTY agrees to invoice NON-GOVERNMENTAL ORGANIZATION for the reimbursement amounts for deputy vehicle usage at the rate of **$12.00 per hour per vehicle** (to cover NON-GOVERNMENTAL ORGANIZATION's fair share of costs for fuel, maintenance, and yearly premiums on automobile insurance).

8. NON-GOVERNMENTAL ORGANIZATION agrees to log and maintain all times that vehicles are allotted to off-duty work, whether actually used or parked, for each vehicle used by DEPUTIES on a monthly basis. NON-GOVERNMENTAL ORGANIZATION shall provide such vehicle time records to COUNTY and LEA no later than the last day of the end of each month in which vehicle usage occurs. COUNTY will invoice based on the total usage and rate, as set forth in Paragraph 7, and NON-GOVERNMENTAL ORGANIZATION will pay such invoice within ten (10) days of the invoice date. Reporting must be submitted to:

LEA:	At the address set forth on signature page below.
COUNTY:	Williamson County Auditor's Office Attn: Finance Director 710 Main Street, Suite 301 Georgetown, Texas 78626

9. NON-GOVERNMENTAL ORGANIZATION agrees that it shall pay deputies directly and file 1099 forms with the Internal Revenue Service.

[1] It is the commissioners court that sets what compensation (and benefits) deputies are entitled to, which affects eligibility for off-duty work. Tex. Local Gov't Code § 152.011.

10. 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.

11. Nothing in this AGREEMENT shall be deemed to waive, modify or amend any legal defense available at law or in equity to COUNTY, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. COUNTY does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

NON-GOVERNMENTAL ORGANIZATION:

Name of Organization: The Fellowship

Signature: _____

Printed Name: Matthew Kallail

Title: Vice Chair Board of Elders

Date: September 12, 2021

WILLIAMSON COUNTY LAW ENFORCEMENT AGENCY:

Name of Office: Sheriff

Printed Name of Official: Michael T. Gleason

Signature of Official: _____

Date: September 20, 2021

Address of Office: 508 S. Rock St.
Georgetown, TX 78626

COUNTERPART SIGNATURE PAGE
REGARDING COUNTY-VEHICLE USE
DURING OFF-DUTY SERVICES OF
COUNTY DEPTUIES

TO BE EXECUTED BY COUNTY COMMISSIONERS COURT FOR
CONFIRMATION OF BUDGETARY AUTHORIZATION
RELATED TO USE OF
VEHICLES FOR OFF-DUTY WORK[2]

WILLIAMSON COUNTY COMMISSIONERS COURT:

By: _____
Williamson County Judge or
Presiding Officer, Williamson County Commissioners Court
710 Main Street, Suite 105
Georgetown, Texas 78626

Date: _____ _____, 20____

[2] Including, but not limited to fuel, insurance, and maintenance of county-owned assets.

Commissioners Court - Regular Session **51.**

Meeting Date: 09/28/2021

Vehicle Reimbursement Agreement with The Worship Place for County Sheriff

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 regarding approval and receipt of Vehicle Reimbursement Agreement with The Worship Place for off duty contracting of County Sheriff Deputies to be effective October 14, 2021 (Traffic control for fall festival/outside concert at 375 CR 245 in Georgetown).

Background

This agreement gives permission for The Worship Place to contract County Sheriff Deputies in a private capacity and the County to invoice them for deputies vehicle usage. This agreement will begin on October 14th and will terminate on September 30, 2022.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

The Worship Place

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/20/2021 12:48 PM
Form Started By: Starla Hall		Started On: 09/17/2021 06:21 PM
Final Approval Date: 09/20/2021		

STATE OF TEXAS	**§**	**VEHICLE REIMBURSEMENT**
	§	**AGREEMENT WITH**
	§	**NON-GOVERNMENTAL**
	§	**ORGANIZATION**
	§	**REGARDING OFF-DUTY**
COUNTY OF WILLIAMSON	**§**	**CONTRACTING OF COUNTY DEPUTIES**

This Vehicle Reimbursement Agreement with Non-Governmental Organization Regarding Off-Duty Contracting of County Deputies (hereinafter, the "AGREEMENT") is entered into by and between the company/organization set forth on the signature page below (hereinafter, "NON-GOVERNMENTAL ORGANIZATION") in the State of Texas, and Williamson County, Texas (hereinafter, "COUNTY") a political subdivision of the State of Texas, and the Williamson County Law Enforcement Agency set forth on the signature page below (hereinafter, "LEA").

For and in consideration of the permission given by COUNTY for the NON-GOVERNMENTAL ORGANIZATION to contract in a private capacity DEPUTIES of the LEA (hereinafter "DEPUTIES"), while DEPUTIES are not on duty with and for the COUNTY, it is hereby agreed as follows:

1. It is mutually agreed that while the DEPUTIES are working for the NON-GOVERNMENTAL ORGANIZATION, the DEPUTIES' primary responsibility is the enforcement of Federal and State laws and COUNTY Ordinances or Regulations to protect life and property and to keep the peace. The DEPUTIES are not allowed to enforce NON-GOVERNMENTAL ORGANIZATION policies or rules. DEPUTIES are at all times subject to the rules and policies of the LEA. ***NON-GOVERNMENTAL ORGANIZATION expressly acknowledges and agrees that such DEPUTIES are at all times independent contractors of the NON-GOVERNMENTAL ORGANIZATION when contracted by the NON-GOVERNMENTAL ORGANIZATION.***

2. **It is understood by the NON-GOVERNMENTAL ORGANIZATION that the COUNTY shall retain the right to withdraw at any time its permission for the DEPUTIES to work in a private capacity (including the right to terminate this agreement at any time).** If the permission of the COUNTY is withdrawn, the NON-GOVERNMENTAL ORGANIZATION agrees to terminate its contracting relationships with DEPUTIES. The NON-GOVERNMENTAL ORGANIZATION, as part of this AGREEMENT, binds itself to release and hold harmless the COUNTY from any liability or claim for damages in the event such permission is withdrawn by the COUNTY.

3. Prior to the beginning of DEPUTIES contracting with the NON-GOVERNMENTAL ORGANIZATION, the NON-GOVERNMENTAL ORGANIZATION shall obtain a comprehensive general liability insurance policy

from a company authorized to do business in the State of Texas with minimum amounts of Ten Thousand Dollars ($10,000) per occurrence for property damage, One Hundred Thousand Dollars ($100,000) per person, and Three Hundred Thousand Dollars ($300,000) per occurrence for personal injury. COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.

4. The term of this AGREEMENT shall begin on the October 14th, 20 21 and shall terminate on September 30, 2022. Any extension of this AGREEMENT must be set forth in writing and signed by both parties.

5. State law requires that law enforcement personnel conducting "off-duty" work must be both "full time" and "entitled" to fringe benefits. Tex. Occup. Code Sec. 1702.322(A) & (B)(i). Thus, part-time deputies and "reserve" officers may not conduct "off-duty" work.[1]

6. The COUNTY agrees that each of the DEPUTIES will be properly insured with automobile liability insurance while operating the patrol vehicle in accordance with Section 612.005(b) of the Texas Government Code, and any other applicable laws.

7. COUNTY agrees to invoice NON-GOVERNMENTAL ORGANIZATION for the reimbursement amounts for deputy vehicle usage at the rate of **$12.00 per hour per vehicle** (to cover NON-GOVERNMENTAL ORGANIZATION's fair share of costs for fuel, maintenance, and yearly premiums on automobile insurance).

8. NON-GOVERNMENTAL ORGANIZATION agrees to log and maintain all times that vehicles are allotted to off-duty work, whether actually used or parked, for each vehicle used by DEPUTIES on a monthly basis. NON-GOVERNMENTAL ORGANIZATION shall provide such vehicle time records to COUNTY and LEA no later than the last day of the end of each month in which vehicle usage occurs. COUNTY will invoice based on the total usage and rate, as set forth in Paragraph 7, and NON-GOVERNMENTAL ORGANIZATION will pay such invoice within ten (10) days of the invoice date. Reporting must be submitted to:

LEA:	At the address set forth on signature page below.
COUNTY:	Williamson County Auditor's Office Attn: Finance Director 710 Main Street, Suite 301 Georgetown, Texas 78626

9. NON-GOVERNMENTAL ORGANIZATION agrees that it shall pay deputies directly and file 1099 forms with the Internal Revenue Service.

[1] It is the commissioners court that sets what compensation (and benefits) deputies are entitled to, which affects eligibility for off-duty work. Tex. Local Gov't Code § 152.011.

10. 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.

11. Nothing in this AGREEMENT shall be deemed to waive, modify or amend any legal defense available at law or in equity to COUNTY, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. COUNTY does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

NON-GOVERNMENTAL ORGANIZATION:

Name of Organization: The Worship Place

Signature: Nancy L. Snyder

Printed Name: Nancy L Snyder

Title: Event Coordinator

Date: September 13, 2021

WILLIAMSON COUNTY LAW ENFORCEMENT AGENCY:

Name of Office: Sheriff

Printed Name of Official: Michael T. Gleason

Signature of Official: Michael T. Gleason

Date: September 20, 2021

Address of Office: 508 S. Rock St.
Georgetown, TX 78626

COUNTERPART SIGNATURE PAGE
REGARDING COUNTY-VEHICLE USE
DURING OFF-DUTY SERVICES OF
COUNTY DEPTUIES

TO BE EXECUTED BY COUNTY COMMISSIONERS COURT FOR
CONFIRMATION OF BUDGETARY AUTHORIZATION
RELATED TO USE OF
VEHICLES FOR OFF-DUTY WORK[2]

WILLIAMSON COUNTY COMMISSIONERS COURT:

By: _____
Williamson County Judge or
Presiding Officer, Williamson County Commissioners Court
710 Main Street, Suite 105
Georgetown, Texas 78626

Date: _____ _____, 20____

[2] Including, but not limited to fuel, insurance, and maintenance of county-owned assets.

Commissioners Court - Regular Session **52.**

Meeting Date: 09/28/2021

North Center Productions Vehicle Reimbursement Agreement for County Sheriff

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 regarding approval and receipt of Vehicle Reimbursement Agreement with North Center Productions, LLC for off duty contracting of County Sheriff Deputies to be effective October 1, 2021 (Traffic control in Coupland and Taylor).

Background

This agreement gives permission for North Center Productions, LLC to contract County Sheriff Deputies in a private capacity and the County to invoice them for deputies vehicle usage. This agreement will begin on October 1, 2021 and will terminate on September 30, 2022. This company will be filming a HBO TV series in Coupland and Taylor starting on Oct 6th for 6 days ending on Oct 19th.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

North Center Productions

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/20/2021 12:49 PM
Form Started By: Starla Hall		Started On: 09/20/2021 11:57 AM
Final Approval Date: 09/20/2021		

STATE OF TEXAS	§	**VEHICLE REIMBURSEMENT**
	§	**AGREEMENT WITH**
	§	**NON-GOVERNMENTAL**
	§	**ORGANIZATION**
	§	**REGARDING OFF-DUTY**
COUNTY OF WILLIAMSON	§	**CONTRACTING OF COUNTY DEPUTIES**

This Vehicle Reimbursement Agreement with Non-Governmental Organization Regarding Off-Duty Contracting of County Deputies (hereinafter, the "AGREEMENT") is entered into by and between the company/organization set forth on the signature page below (hereinafter, "NON-GOVERNMENTAL ORGANIZATION") in the State of Texas, and Williamson County, Texas (hereinafter, "COUNTY") a political subdivision of the State of Texas, and the Williamson County Law Enforcement Agency set forth on the signature page below (hereinafter, "LEA").

For and in consideration of the permission given by COUNTY for the NON-GOVERNMENTAL ORGANIZATION to contract in a private capacity DEPUTIES of the LEA (hereinafter "DEPUTIES"), while DEPUTIES are not on duty with and for the COUNTY, it is hereby agreed as follows:

1. It is mutually agreed that while the DEPUTIES are working for the NON-GOVERNMENTAL ORGANIZATION, the DEPUTIES' primary responsibility is the enforcement of Federal and State laws and COUNTY Ordinances or Regulations to protect life and property and to keep the peace. The DEPUTIES are not allowed to enforce NON-GOVERNMENTAL ORGANIZATION policies or rules. DEPUTIES are at all times subject to the rules and policies of the LEA. ***NON-GOVERNMENTAL ORGANIZATION expressly acknowledges and agrees that such DEPUTIES are at all times independent contractors of the NON-GOVERNMENTAL ORGANIZATION when contracted by the NON-GOVERNMENTAL ORGANIZATION.***

2. **It is understood by the NON-GOVERNMENTAL ORGANIZATION that the COUNTY shall retain the right to withdraw at any time its permission for the DEPUTIES to work in a private capacity (including the right to terminate this agreement at any time).** If the permission of the COUNTY is withdrawn, the NON-GOVERNMENTAL ORGANIZATION agrees to terminate its contracting relationships with DEPUTIES. The NON-GOVERNMENTAL ORGANIZATION, as part of this AGREEMENT, binds itself to release and hold harmless the COUNTY from any liability or claim for damages in the event such permission is withdrawn by the COUNTY.

3. Prior to the beginning of DEPUTIES contracting with the NON-GOVERNMENTAL ORGANIZATION, the NON-GOVERNMENTAL ORGANIZATION shall obtain a comprehensive general liability insurance policy

from a company authorized to do business in the State of Texas with minimum amounts of Ten Thousand Dollars ($10,000) per occurrence for property damage, One Hundred Thousand Dollars ($100,000) per person, and Three Hundred Thousand Dollars ($300,000) per occurrence for personal injury. COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.

4. The term of this AGREEMENT shall begin on the ~~9/17/2021~~ 10-1-21, 20___ and shall terminate on September 30, 20 22. Any extension of this AGREEMENT must be set forth in writing and signed by both parties.

5. State law requires that law enforcement personnel conducting "off-duty" work must be both "full time" and "entitled" to fringe benefits. Tex. Occup. Code Sec. 1702.322(A) & (B)(i). Thus, part-time deputies and "reserve" officers may not conduct "off-duty" work.[1]

6. The COUNTY agrees that each of the DEPUTIES will be properly insured with automobile liability insurance while operating the patrol vehicle in accordance with Section 612.005(b) of the Texas Government Code, and any other applicable laws.

7. COUNTY agrees to invoice NON-GOVERNMENTAL ORGANIZATION for the reimbursement amounts for deputy vehicle usage at the rate of **$12.00 per hour per vehicle** (to cover NON-GOVERNMENTAL ORGANIZATION's fair share of costs for fuel, maintenance, and yearly premiums on automobile insurance).

8. NON-GOVERNMENTAL ORGANIZATION agrees to log and maintain all times that vehicles are allotted to off-duty work, whether actually used or parked, for each vehicle used by DEPUTIES on a monthly basis. NON-GOVERNMENTAL ORGANIZATION shall provide such vehicle time records to COUNTY and LEA no later than the last day of the end of each month in which vehicle usage occurs. COUNTY will invoice based on the total usage and rate, as set forth in Paragraph 7, and NON-GOVERNMENTAL ORGANIZATION will pay such invoice within ten (10) days of the invoice date. Reporting must be submitted to:

LEA:	At the address set forth on signature page below.
COUNTY:	Williamson County Auditor's Office Attn: Finance Director 710 Main Street, Suite 301 Georgetown, Texas 78626

9. NON-GOVERNMENTAL ORGANIZATION agrees that it shall pay deputies directly and file 1099 forms with the Internal Revenue Service.

[1] It is the commissioners court that sets what compensation (and benefits) deputies are entitled to, which affects eligibility for off-duty work. Tex. Local Gov't Code § 152.011.

10. 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.

11. Nothing in this AGREEMENT shall be deemed to waive, modify or amend any legal defense available at law or in equity to COUNTY, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. COUNTY does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

NON-GOVERNMENTAL ORGANIZATION:

Name of Organization: North Center Productions, LLC

Signature: Mark Weatherford MW

Printed Name: Mark Weatherford

Title: Key Assistant Location Manager

Date: 9/17 _____, 2021

WILLIAMSON COUNTY LAW ENFORCEMENT AGENCY:

Name of Office: Sheriff

Printed Name of Official: Michael T. Gleason

Signature of Official: _____

Date: September 20, 2021

Address of Office: 508 S. Rock St.
Georgetown TX 78626

COUNTERPART SIGNATURE PAGE
REGARDING COUNTY-VEHICLE USE
DURING OFF-DUTY SERVICES OF
COUNTY DEPTUIES

TO BE EXECUTED BY COUNTY COMMISSIONERS COURT FOR
CONFIRMATION OF BUDGETARY AUTHORIZATION
RELATED TO USE OF
VEHICLES FOR OFF-DUTY WORK[2]

WILLIAMSON COUNTY COMMISSIONERS COURT:

By: _____
Williamson County Judge or
Presiding Officer, Williamson County Commissioners Court
710 Main Street, Suite 105
Georgetown, Texas 78626

Date: _____ _____, 20____

[2] Including, but not limited to fuel, insurance, and maintenance of county-owned assets.

Commissioners Court - Regular Session **53.**

Meeting Date: 09/28/2021

DOI Projects and Issues

Submitted For: Robert Daigh **Submitted By:** Vicky Edwards, Infrastructure

Department: Infrastructure

Agenda Category: Regular Agenda Items

Information

Agenda Item

Receive updates on the Department of Infrastructure projects and issues.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	08/23/2021 04:16 PM
Form Started By: Vicky Edwards		Started On: 08/23/2021 04:04 PM
Final Approval Date: 08/23/2021		

Commissioners Court - Regular Session **54.**

Meeting Date: 09/28/2021

Long Range Transportation Plan Updates

Submitted By: Marie Walters, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding amending the Williamson County Long-Range Transportation Plan to address current and projected needs in the public interest.

Background

The attached amendments are recommended by staff. Adjustments have been made to the proposed arterial and corridor networks to accommodate advances in design, incoming plats, and other developments.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

LRTP-ConceptualArterials

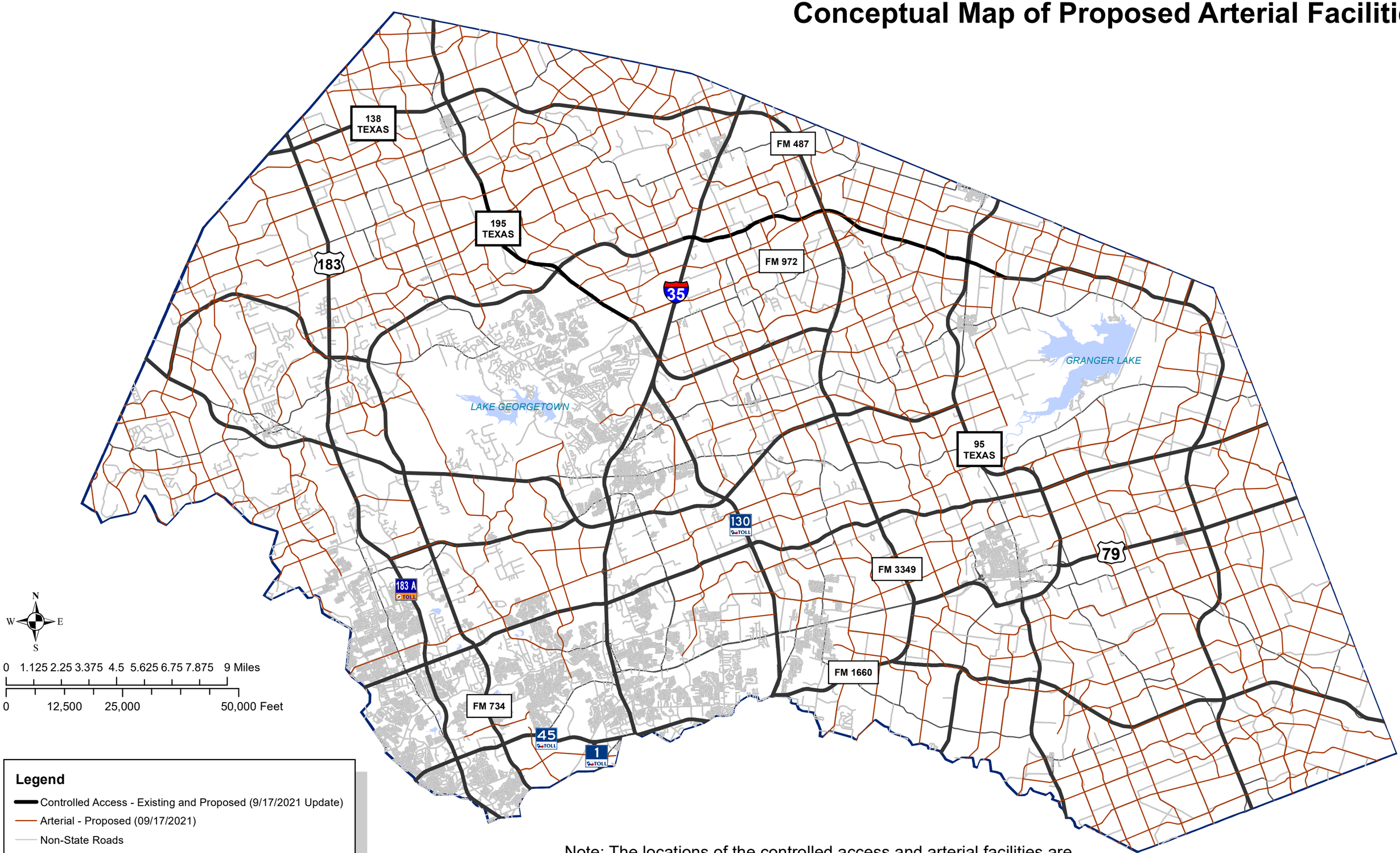
LRTP-ControlledAccess

LRTP-ControlledAccess-Arterials

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/23/2021 10:50 AM
Form Started By: Marie Walters		Started On: 09/23/2021 09:58 AM
Final Approval Date: 09/23/2021		

Conceptual Map of Proposed Arterial Facilities



Legend

- Controlled Access - Existing and Proposed (9/17/2021 Update)
- Arterial - Proposed (09/17/2021)
- Non-State Roads
- State Highways
- County Boundary

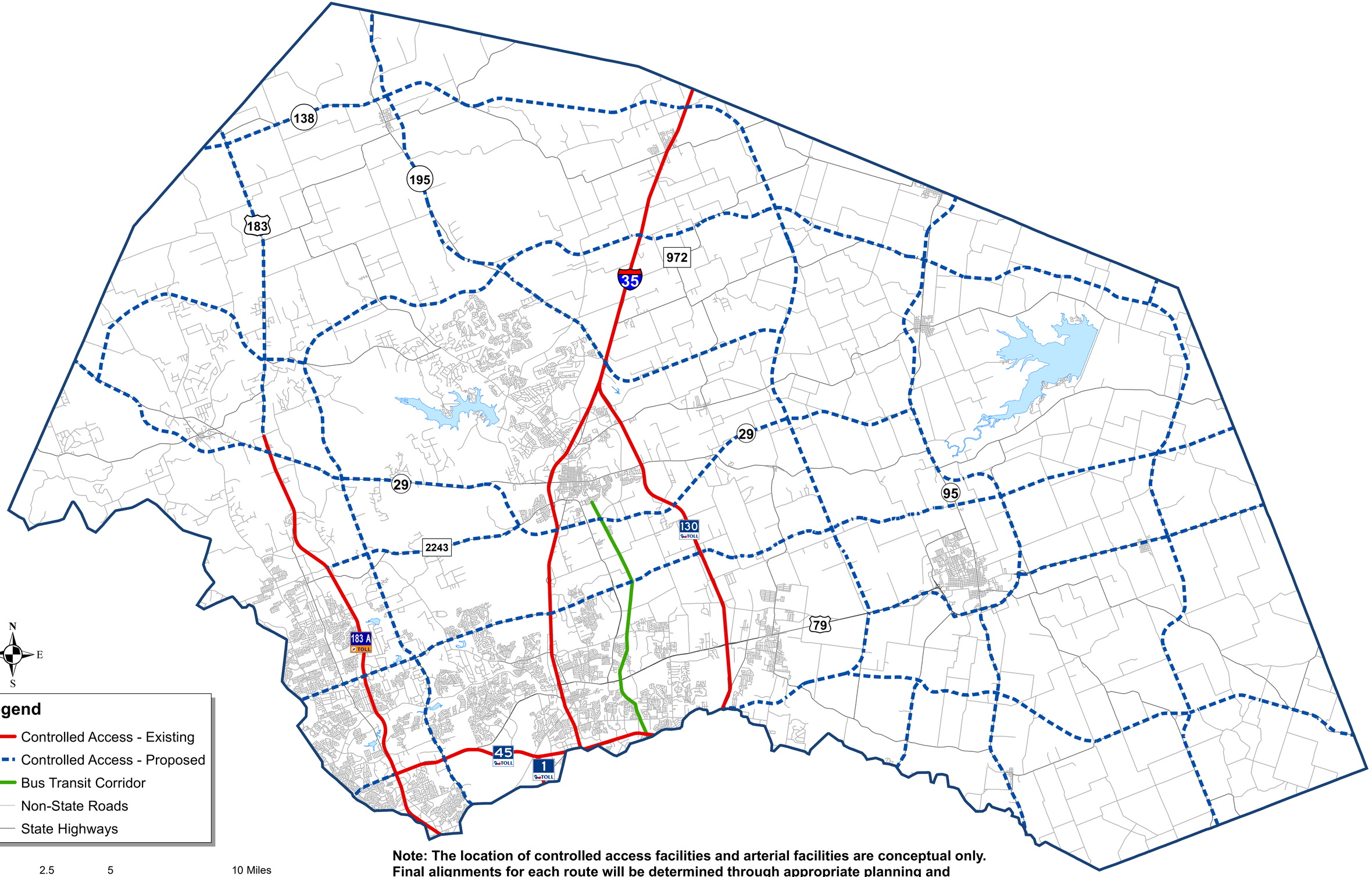
Note: The locations of the controlled access and arterial facilities are conceptual only. Final alignments for each route will be determined through appropriate planning and environmental studies.

09/17/2021

Document Path: \\ausw00\Job\261272 WilcoDesign&PlanGEC\Techprod\GIS\MXD\EXHIBIT\Long Range Transportation Plan\2021-09-17 - LRTP Arterials ControlledAccess.mxd

09/17/2021

Conceptual Map of Proposed Controlled Access Facilities



Note: The location of controlled access facilities and arterial facilities are conceptual only. Final alignments for each route will be determined through appropriate planning and environmental studies.

Document Path: \\ausw00\Jobs\261272_Wilco\Design&PlanGEC\Techprod\GIS\MXD\EXHIBIT\Long Range Transportation Plan\2021-09-17 - LRTP_ControlledAccess.mxd

Conceptual Map of Proposed Controlled Access Facilities

Legend

- Previously Approved Controlled Access to be Removed
- Arterial - Proposed (As of 9/17/2021)
- Previously Approved Arterial to be Removed
- Controlled Access - Existing and Proposed (9/17/2021 Update)
- County Boundary
- Non-State Roads
- State Highways

N
W E
S

0 1.25 2.5 5 Miles

09/13/2021

Note: The location of controlled access facilities and arterial facilities are conceptual only. Final alignments for each route will be determined through appropriate planning and environmental studies.

Document Path: \\ausw00\Jobs2\61272_WilcoDesign&PlanGEC\Techprod\GIS\MXD\EXHIBIT\Long Range Transportation Plan\2021-09-17 - LRTP_Arterials.mxd

Commissioners Court - Regular Session **55.**

Meeting Date: 09/28/2021

Great Oaks Bridge Detour Notification

Submitted By: Marie Walters, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding the closing of Hairy Man Road and Brushy Creek Road and detouring traffic during construction of the Great Oaks Drive Improvements project, a Road Bond Project in Commissioner Precinct 1.

Background

The proposed detours of Hairy Man Road and Brushy Creek Road are necessary to construct the bridge and related intersection. The detours of Hairy Man Road and Brushy Creek Road will not occur simultaneously. The Hairy Man Road closure and detour will last approximately nine months. The detour of Brushy Creek Road will only divert trucks and will last approximately one month. Adjacent property owners, Williamson County Emergency Communications, the US Postal Service, and the Round Rock ISD will be notified, prior to any changes in the traffic pattern.

Fiscal Impact

From/To	Acct No.	Description	Amount

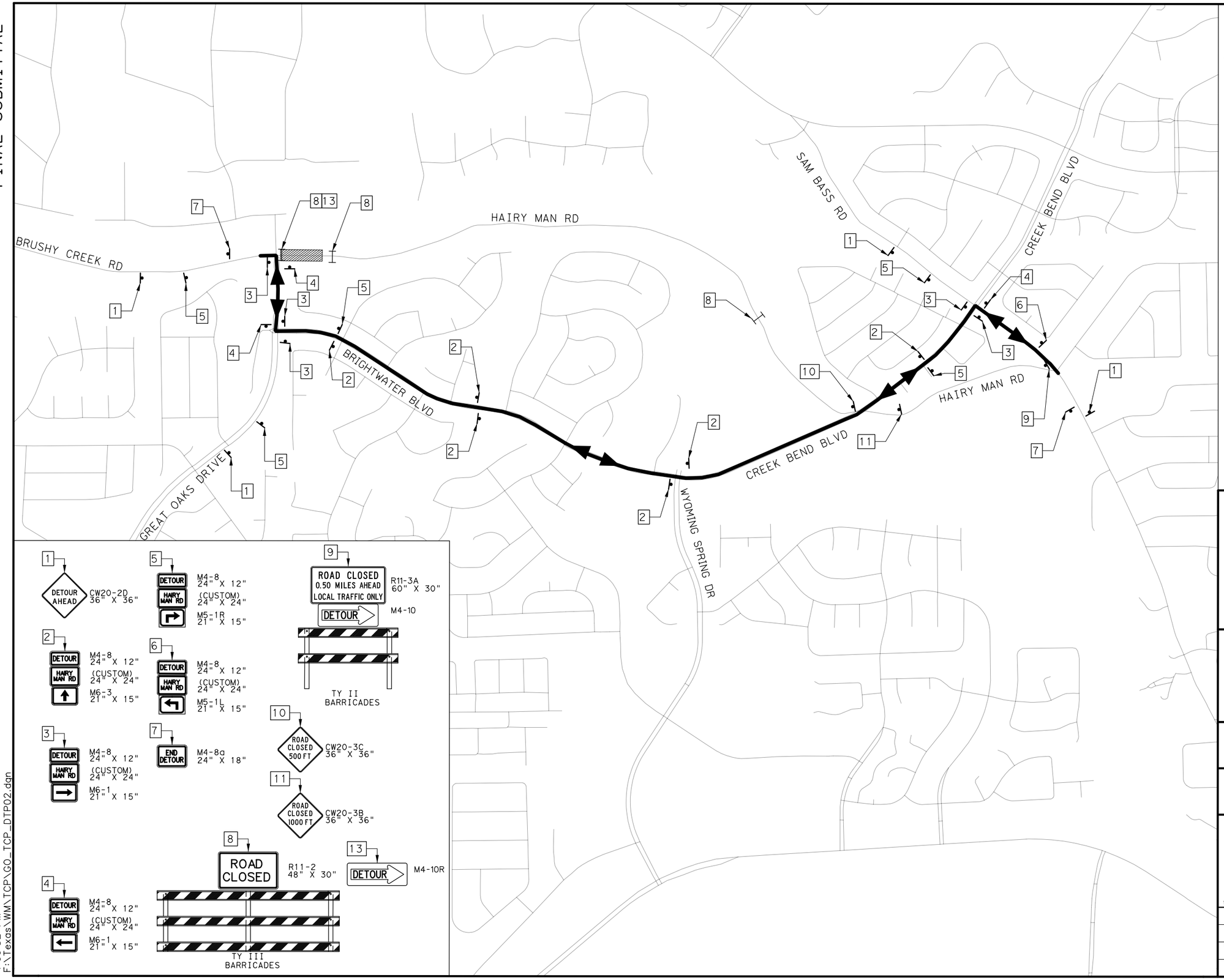
Attachments

GreatOaksBridge-DetourNotification

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/23/2021 12:55 PM
Form Started By: Marie Walters		Started On: 09/23/2021 11:06 AM
Final Approval Date: 09/23/2021		

FINAL SUBMITTAL



LEGEND:

DETOUR

ROAD CLOSURE

N

HORZ 0′ 500′ 1000′

SCALE IN FEET

NOTES:

1. PHASE 2 IS A LONG TERM DETOUR LAYOUT THAT WILL BE IN PLACE FOR APPROXIMATELY 9 MONTHS.

1 — DETOUR AHEAD — CW20-2D 36" X 36"

2 — DETOUR / HAIRY MAN RD — M4-8 24" X 12" (CUSTOM) 24" X 24"; M6-3 21" X 15"

3 — DETOUR / HAIRY MAN RD — M4-8 24" X 12" (CUSTOM) 24" X 24"; M6-1 21" X 15"

4 — DETOUR / HAIRY MAN RD — M4-8 24" X 12" (CUSTOM) 24" X 24"; M6-1 21" X 15"

5 — DETOUR / HAIRY MAN RD — M4-8 24" X 12" (CUSTOM) 24" X 24"; M5-1R 21" X 15"

6 — DETOUR / HAIRY MAN RD — M4-8 24" X 12" (CUSTOM) 24" X 24"; M5-1L 21" X 15"

7 — END DETOUR — M4-8a 24" X 18"

8 — ROAD CLOSED — R11-2 48" X 30"

TY III BARRICADES

9 — ROAD CLOSED 0.50 MILES AHEAD LOCAL TRAFFIC ONLY — R11-3A 60" X 30"; DETOUR — M4-10

TY II BARRICADES

10 — ROAD CLOSED 500 FT — CW20-3C 36" X 36"

11 — ROAD CLOSED 1000 FT — CW20-3B 36" X 36"

13 — DETOUR — M4-10R

STATE OF TEXAS
MATTHEW JAMES WERNER
107847
LICENSED
PROFESSIONAL ENGINEER

5/28/2021

WILLIAMSON COUNTY
1848

JMT TBPE REGISTRATION NO. F-16341

PESC P.E. Structural Consultants, Inc.
www.PEStructural.com
TBPE Firm No. F-1475

GREAT OAKS DR AT BRUSHY CREEK RD

TRAFFIC CONTROL PHASE 2 DETOUR PLANS

5/28/2021 SHEET 1 OF 2

DESIGN	FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.		HWY NO.
VLC	6			
DRAWN	STATE	DISTRICT	COUNTY	SHEET NO.
JC	TEXAS	AUS	WILLIAMSON	
DES CHECK	CONTROL	SECTION	JOB	27
RJM				OF 491
QA CHECK				
WES				

5/28/2021
4:06:32 PM
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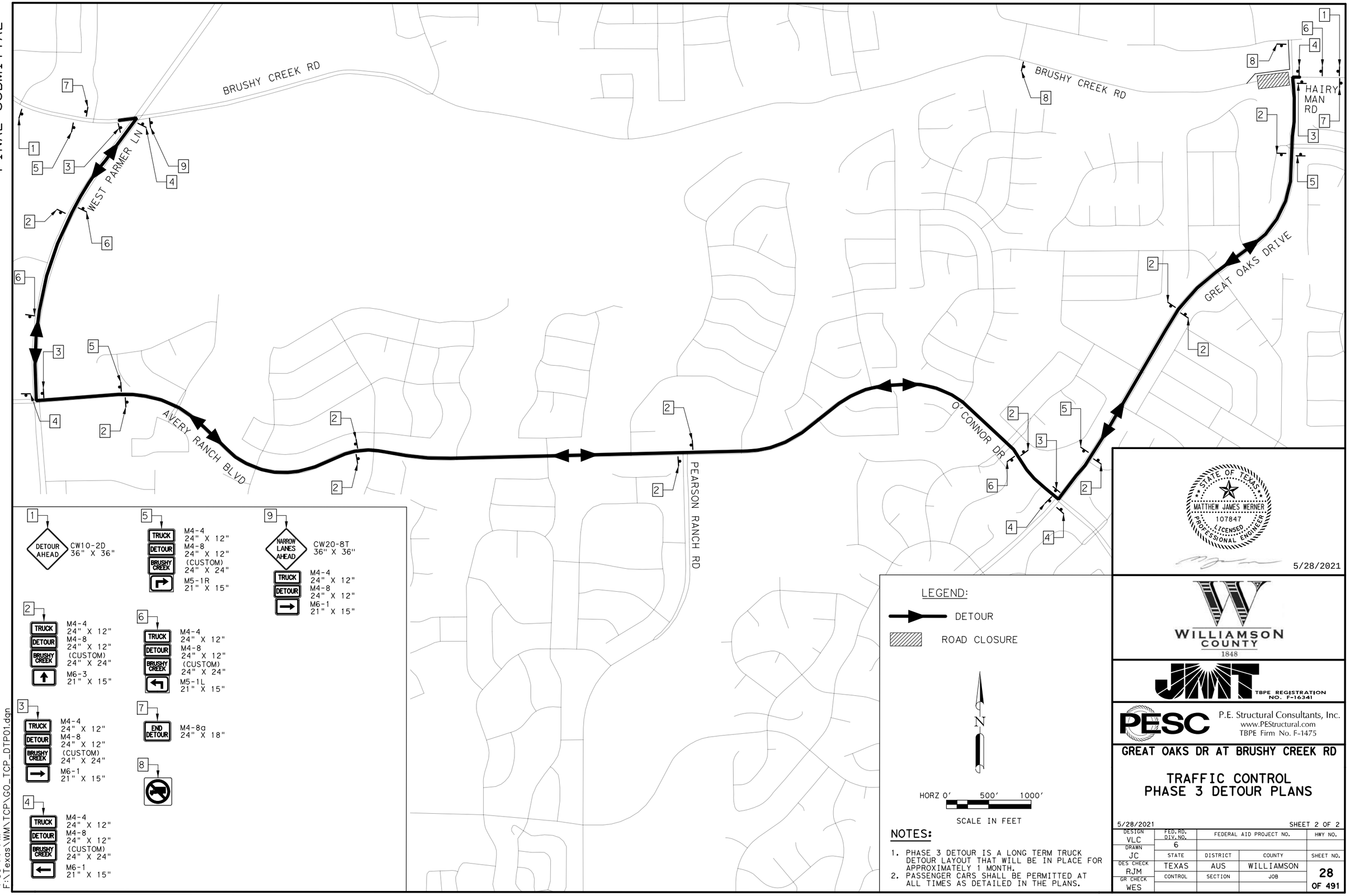
FINAL SUBMITTAL



LEGEND:

DETOUR

ROAD CLOSURE

N

HORZ 0' 500' 1000'

SCALE IN FEET

NOTES:

1. PHASE 3 DETOUR IS A LONG TERM TRUCK DETOUR LAYOUT THAT WILL BE IN PLACE FOR APPROXIMATELY 1 MONTH.
2. PASSENGER CARS SHALL BE PERMITTED AT ALL TIMES AS DETAILED IN THE PLANS.

STATE OF TEXAS
MATTHEW JAMES WERNER
107847
LICENSED PROFESSIONAL ENGINEER

5/28/2021

WILLIAMSON COUNTY
1848

JMT TBPE REGISTRATION NO. F-16341

PESC P.E. Structural Consultants, Inc.
www.PEStructural.com
TBPE Firm No. F-1475

GREAT OAKS DR AT BRUSHY CREEK RD

TRAFFIC CONTROL PHASE 3 DETOUR PLANS

5/28/2021 SHEET 2 OF 2

DESIGN	FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.		HWY NO.
VLC	6			
DRAWN	STATE	DISTRICT	COUNTY	SHEET NO.
JC	TEXAS	AUS	WILLIAMSON	28
DES CHECK	CONTROL	SECTION	JOB	OF 491
RJM				
GR CHECK				
WES				

5/28/2021
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Commissioners Court - Regular Session **56.**

Meeting Date: 09/28/2021

AWARD IFB T5023 CR 200 RECONSTRUCTION

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on awarding IFB #T5023 CR 200 Reconstruction to MA Smith Contracting Co Inc. and authorizing the execution of the agreement. Funding Source is P285.

Background

The Purchasing Department solicited sealed bids for **IFB T5023 CR 200 Reconstruction**. Two (2) bids were received. The bids have been reviewed and the apparent low bid **(MA Smith Contracting Co Inc.)** was found to be responsive and materially balanced. The lowest bidder was $6,770.53 lower than the Engineer's Estimate, a cost savings of 0.1%. The bidding was competitive with the lowest two bidders being within 4.3% of each other. In addition to meeting the bid qualifications subject to being low bidder, MA Smith Contracting Co Inc. has successfully completed many past Williamson County projects including Lakeline Boulevard Right Turn Lanes and Neenah Avenue Widening. Based on the previous quality of work done for Williamson County, we concur with the Design Engineer's (Jones Carter) Recommendation of Award for the **CR 200 Reconstruction** contract to **MA Smith Contracting Co Inc.** in the amount of $4,975,515.09. Department Point of Contact is Whit (John) Friend of HNTB. Funding Source is P285.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Recommendation Letter

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/22/2021 03:59 PM
Form Started By: Kim Chappius		Started On: 09/20/2021 01:45 PM
Final Approval Date: 09/22/2021		

HNTB Corporation
The HNTB Companies
Engineers Architects Planners

101 E. Old Settlers Blvd
Suite 100
Round Rock, TX 78664

Telephone (512) 744-9082
www.hntb.com

September 20, 2021

Williamson County Purchasing Department
100 Wilco Way
Suite P101
Georgetown, Texas 78626

Attention: Kerstin Hancock
Deputy Purchasing Agent

Re: Williamson County Road Bond Program
CR 200 Reconstruction
Williamson County Project No. T5023
Recommendation of Contractor Award

Dear Ms. Hancock,

Please find attached the bid tabulations for the subject-referenced project. The bids have been reviewed and the apparent low bid (MA Smith Contracting Co., Inc.) was found to be responsive and materially balanced. Following is a summary of the responsive bid totals:

1. MA Smith Contracting Co., Inc. $4,975,515.09
2. Chasco Constructors $5,189,988.00

The lowest bidder was $6,770.53 lower than the Engineer's Estimate, a cost savings of 0.1%. The bidding was competitive with the lowest two bidders being within 4.3% of each other.

In addition to meeting the bid qualifications subject to being low bidder, MA Smith Contracting Co., Inc. has successfully completed many past Williamson County projects including Lakeline Boulevard Right Turn Lanes and Neenah Avenue Widening. Based on the previous quality of work done for Williamson County, we concur with the Design Engineer's (Jones Carter) Recommendation of Award for the CR 200 Reconstruction contract to MA Smith Contracting Co., Inc. in the amount of $4,975,515.09.

Please feel free to contact our office with any questions.

Respectfully Submitted,

HNTB Corporation
Christen Eschberger

Christen Eschberger, P.E.

VIA E-MAIL

Attachments: Bid Tabulation Analysis, Engineer's Letter of Recommendation, Form 1295

Cc: Judge Gravell, Williamson County Judge
Commissioner Cook, Williamson County, Pct. 1
Commissioner Long, Williamson County, Pct. 2
Commissioner Covey, Williamson County, Pct. 3
Commissioner Boles, Williamson County, Pct. 4
Robert B. Daigh, Williamson County
Terron Evertson, Williamson County
Mike Weaver, HNTB Corporation
Richard Ridings, HNTB Corporation

Williamson County Road Bond Program
T5023 CR 200 Reconstruction
September 9, 2021

Bid Comparison

Bidder	Bid Amount	Rank	Difference from Engineer's Estimate ($)	Difference from Engineer's Estimate (%)	Difference from Low Bid ($)	Difference from Low Bid (%)
MA Smith Contracting Co., Inc.	$ 4,975,515.09	1	($6,770.53)	-0.1%	$ -	0.0%
Chasco Constructors	$ 5,189,988.00	2	$207,702.38	4.2%	$ 214,472.91	4.3%

Williamson County Road Bond Program
T5023 CR 200 Reconstruction
September 9, 2021

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Engineer's Estimate		MA Smith Contracting Co., Inc		Chasco Constructors	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
1	100-6002	PREPARING ROW	50	STA	$ 2,800.00	$ 140,000.00	$ 4,800.00	$ 240,000.00	$ 6,290.00	$ 314,500.00
2	110-6001	EXCAVATION (RDWY)	18,752	CY	$ 15.00	$ 281,280.00	$ 15.50	$ 290,656.00	$ 19.00	$ 356,288.00
3	132-6005	EMBANKMENT (FINAL) (ORD COMP) (TY C)	3,392	CY	$ 18.00	$ 61,056.00	$ 10.00	$ 33,920.00	$ 23.50	$ 79,712.00
4	160-WC02	FURNISHING & PLACING TOPSOIL (4")	27,589	SY	$ 2.00	$ 55,178.00	$ 1.00	$ 27,589.00	$ 1.00	$ 27,589.00
5	161-WC001	EROSION CONTROL COMPOST (3")	6,897	SY	$ 3.50	$ 24,139.50	$ 3.00	$ 20,691.00	$ 5.00	$ 34,485.00
6	162-WC103	MULCH TOPDRESSING (5")	6,897	SY	$ 4.50	$ 31,036.50	$ 4.00	$ 27,588.00	$ 5.00	$ 34,485.00
7	164-WC04	SEEDING FOR EROSION CONTROL (TEMP)(COOL) (TY 4)	13,795	SY	$ 0.40	$ 5,518.00	$ 0.25	$ 3,448.75	$ 0.25	$ 3,448.75
8	164-WC05	SEEDING FOR EROSION CONTROL (PERM)(WARM)(TY 5)	27,589	SY	$ 0.70	$ 19,312.30	$ 0.60	$ 16,553.40	$ 0.60	$ 16,553.40
9	164-WC10	SEEDING FOR EROSION CONTROL (TEMP)(WARM)(TY 10)	13,795	SY	$ 0.40	$ 5,518.00	$ 0.25	$ 3,448.75	$ 0.25	$ 3,448.75
10	166-6002	FERTILIZER	2	TON	$ 875.00	$ 1,505.00	$ 1,700.00	$ 2,924.00	$ 1,600.00	$ 2,752.00
11	168-WC01	VEGETATIVE WATERING	414	MG	$ 30.00	$ 12,420.00	$ 20.00	$ 8,280.00	$ 15.00	$ 6,210.00
12	169-6001	SOIL RETENTION BLANKETS (CL 1) (TY A)	7,603	SY	$ 1.50	$ 11,404.50	$ 1.70	$ 12,925.10	$ 1.50	$ 11,404.50
13	247-6044	FL BS (CMP IN PLC)(TY A GR 4)(FNAL POS)	10,435	CY	$ 45.00	$ 469,575.00	$ 45.00	$ 469,575.00	$ 38.00	$ 396,530.00
14	260-6001	LIME (HYDRATED LIME (DRY))	656	TON	$ 250.00	$ 164,000.00	$ 160.00	$ 104,960.00	$ 155.00	$ 101,680.00
15	260-6006	LIME TRT (EXST MATL) (6")	31,470	SY	$ 5.00	$ 157,350.00	$ 3.00	$ 94,410.00	$ 4.50	$ 141,615.00
16	310-6001	PRIME COAT (MULTI OPTION)	6,232	GAL	$ 5.00	$ 31,160.00	$ 4.00	$ 24,928.00	$ 3.75	$ 23,370.00
17	316-6193	AGGR (TY D GR-5 SAC-B)	266	CY	$ 110.00	$ 29,260.00	$ 190.00	$ 50,540.00	$ 185.00	$ 49,210.00
18	316-6413	ASPH (AC-15P, HFRS-2P OR CRS-2P)	9,181	GAL	$ 4.00	$ 36,724.00	$ 4.10	$ 37,642.10	$ 4.00	$ 36,724.00
19	401-6001	FLOWABLE BACKFILL	51	CY	$ 160.00	$ 8,160.00	$ 160.00	$ 8,160.00	$ 190.00	$ 9,690.00
20	402-6001	TRENCH EXCAVATION PROTECTION	85	LF	$ 4.00	$ 340.00	$ 10.00	$ 850.00	$ 10.00	$ 850.00
21	432-6006	RIPRAP (CONC) (CL B)	365	CY	$ 430.00	$ 156,950.00	$ 415.00	$ 151,475.00	$ 445.00	$ 162,425.00
22	462-6006	CONC BOX CULV (5 FT X 2 FT)	468	LF	$ 500.00	$ 234,000.00	$ 382.00	$ 178,776.00	$ 365.00	$ 170,820.00
23	462-6006	CONC BOX CULV (5 FT X 2 FT)(EXTENDED)	16	LF	$ 750.00	$ 12,000.00	$ 600.00	$ 9,600.00	$ 450.00	$ 7,200.00
24	464-6003	RC PIPE (CL III) (18 IN)	191	LF	$ 70.00	$ 13,370.00	$ 80.00	$ 15,280.00	$ 80.00	$ 15,280.00
25	464-6005	RC PIPE (CL III) (24 IN)	142	LF	$ 85.00	$ 12,070.00	$ 96.00	$ 13,632.00	$ 95.00	$ 13,490.00
26	464-6007	RC PIPE (CL III) (30 IN)	262	LF	$ 110.00	$ 28,820.00	$ 120.00	$ 31,440.00	$ 100.00	$ 26,200.00
27	465-6149	INLET (COMPL) (PAZD) (SL) (3FTX3FT)	2	EA	$ 8,000.00	$ 16,000.00	$ 3,700.00	$ 7,400.00	$ 3,900.00	$ 7,800.00
28	466-6178	WINGWALL (PW -1) (HW=3FT)	4	EA	$ 1,000.00	$ 4,000.00	$ 6,000.00	$ 24,000.00	$ 15,000.00	$ 60,000.00
29	467-6363	SET (TY II) (18 IN) (RCP) (6:1) (P)	8	EA	$ 1,250.00	$ 10,000.00	$ 1,600.00	$ 12,800.00	$ 1,850.00	$ 14,800.00
30	467-6395	SET (TY II) (24 IN) (RCP) (6:1) (P)	1	EA	$ 2,000.00	$ 2,000.00	$ 2,300.00	$ 2,300.00	$ 3,675.00	$ 3,675.00
31	467-6423	SET (TY II) (30 IN) (RCP) (6:1) (P)	8	EA	$ 3,500.00	$ 28,000.00	$ 2,500.00	$ 20,000.00	$ 5,125.00	$ 41,000.00
32	500-6001	MOBILIZATION	1	LS	$ 348,235.97	$ 348,235.97	$ 300,000.00	$ 300,000.00	$ 500,000.00	$ 500,000.00
33	502-6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	10	MO	$ 5,000.00	$ 50,000.00	$ 3,000.00	$ 30,000.00	$ 4,000.00	$ 40,000.00
34	506-6001	ROCK FILTER DAMS (INSTALL) (TY 1)	105	LF	$ 25.00	$ 2,625.00	$ 31.00	$ 3,255.00	$ 30.00	$ 3,150.00
35	506-6002	ROCK FILTER DAMS (INSTALL) (TY 2)	235	LF	$ 32.00	$ 7,520.00	$ 26.00	$ 6,110.00	$ 30.00	$ 7,050.00
36	506-6011	ROCK FILTER DAMS (REMOVE)	340	LF	$ 15.00	$ 5,100.00	$ 20.00	$ 6,800.00	$ 18.00	$ 6,120.00
37	506-6020	CONSTRUCTION EXITS (INSTALL)(TY 1)	1,000	SY	$ 15.00	$ 15,000.00	$ 17.00	$ 17,000.00	$ 20.00	$ 20,000.00
38	506-6024	CONSTRUCTION EXITS (REMOVE)	1,000	SY	$ 7.00	$ 7,000.00	$ 12.00	$ 12,000.00	$ 11.00	$ 11,000.00
39	506-6040	BIODEG EROSN CONT LOGS (INSTL) (8")	790	LF	$ 4.00	$ 3,160.00	$ 4.00	$ 3,160.00	$ 5.00	$ 3,950.00
40	506-6043	BIODEG EROSN CONT LOGS (REMOVE)	790	LF	$ 1.00	$ 790.00	$ 1.10	$ 869.00	$ 1.00	$ 790.00
41	508-6001	CONSTRUCTING DETOURS	2,278	SY	$ 90.00	$ 205,020.00	$ 40.00	$ 91,120.00	$ 35.00	$ 79,730.00

Williamson County Road Bond Program
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BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Engineer's Estimate		MA Smith Contracting Co., Inc		Chasco Constructors	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
42	508-6003	CONSTRUCTING DETOURS (TY 1)	1,566	SY	$ 70.00	$ 109,620.00	$ 30.00	$ 46,980.00	$ 25.00	$ 39,150.00
43	512-6009	PORT CTB (FUR & INST) (LOW PROF) (TY 1)	820	LF	$ 65.00	$ 53,300.00	$ 30.00	$ 24,600.00	$ 18.00	$ 14,760.00
44	512-6010	PORT CTB (FUR & INST) (LOW PROF) (TY 2)	180	LF	$ 75.00	$ 13,500.00	$ 50.00	$ 9,000.00	$ 18.00	$ 3,240.00
45	512-6033	PORT CTB (MOVE) (LOW PROF) (TY 1)	360	LF	$ 10.50	$ 3,780.00	$ 9.00	$ 3,240.00	$ 14.00	$ 5,040.00
46	512-6034	PORT CTB (MOVE) (LOW PROF) (TY 2)	80	LF	$ 10.50	$ 840.00	$ 11.00	$ 880.00	$ 14.00	$ 1,120.00
47	512-6057	PORT CTB (REMOVE) (LOW PROF) (TY 1)	820	LF	$ 15.00	$ 12,300.00	$ 15.00	$ 12,300.00	$ 18.00	$ 14,760.00
48	512-6058	PORT CTB (REMOVE) (LOW PROF) (TY 2)	180	LF	$ 15.00	$ 2,700.00	$ 20.00	$ 3,600.00	$ 18.00	$ 3,240.00
49	529-6007	CONC CURB & GUTTER (TY I)	659	LF	$ 19.00	$ 12,521.00	$ 18.00	$ 11,862.00	$ 18.00	$ 11,862.00
50	529-6008	CONC CURB & GUTTER (TY II)	711	LF	$ 19.00	$ 13,509.00	$ 30.00	$ 21,330.00	$ 25.00	$ 17,775.00
51	530-6005	DRIVEWAYS (ACP)	676	SY	$ 80.00	$ 54,080.00	$ 70.00	$ 47,320.00	$ 60.00	$ 40,560.00
52	542-6001	REMOVE METAL BEAM GUARD FENCE	650	LF	$ 4.00	$ 2,600.00	$ 23.00	$ 14,950.00	$ 25.00	$ 16,250.00
53	542-6060	REMOVE TERMINAL ANCHOR SECTION	4	EA	$ 600.00	$ 2,400.00	$ 170.00	$ 680.00	$ 200.00	$ 800.00
54	644-6076	REMOVE SM RD SN SUP & AM	11	EA	$ 120.00	$ 1,320.00	$ 150.00	$ 1,650.00	$ 150.00	$ 1,650.00
55	658-6047	INSTL DEL ASSM (OM-2Y) (WC) GND	8	EA	$ 60.00	$ 480.00	$ 60.00	$ 480.00	$ 55.00	$ 440.00
56	662-6063	WK ZN PAV MRK REMOV (W)4"(SLD)	10,774	LF	$ 0.50	$ 5,387.00	$ 0.64	$ 6,895.36	$ 0.70	$ 7,541.80
57	662-6095	WK ZN PAV MRK REMOV (Y)4"(SLD)	40,243	LF	$ 0.55	$ 22,133.65	$ 0.53	$ 21,328.79	$ 0.60	$ 24,145.80
58	662-6109	WK ZN PAV MRK SHT TERM (TAB)TY W	339	EA	$ 3.00	$ 1,017.00	$ 3.30	$ 1,118.70	$ 2.00	$ 678.00
59	662-6111	WK ZN PAV MRK SHT TERM (TAB) TY Y-2	543	EA	$ 3.00	$ 1,629.00	$ 3.30	$ 1,791.90	$ 2.00	$ 1,086.00
60	666-6042	REFL PAV MRK TY I (W)12"(SLD)(100 MIL)	127	LF	$ 5.00	$ 635.00	$ 4.40	$ 558.80	$ 5.00	$ 635.00
61	666-6048	REFL PAV MRK TY I (W)24"(SLD)(100 MIL)	63	LF	$ 10.00	$ 630.00	$ 11.00	$ 693.00	$ 11.50	$ 724.50
62	666-6054	REFL PAV MRK TY I (W)(ARROW)(100 MIL)	6	EA	$ 190.00	$ 1,140.00	$ 144.00	$ 864.00	$ 150.00	$ 900.00
63	666-6093	REFL PAV MRK TY I (W)(RR XING)(100 MIL)	1	EA	$ 1,000.00	$ 1,000.00	$ 1,100.00	$ 1,100.00	$ 1,100.00	$ 1,100.00
64	666-6141	REFL PAV MRK TY I (Y)12"(SLD)(100 MIL)	132	LF	$ 5.00	$ 660.00	$ 4.40	$ 580.80	$ 5.00	$ 660.00
65	666-6303	RE PM W/RET REQ TY I (W)4"(SLD)(100 MIL)	9,872	LF	$ 0.50	$ 4,936.00	$ 0.43	$ 4,244.96	$ 0.50	$ 4,936.00
66	666-6315	RE PM W/RET REQ TY I (Y)4"(SLD)(100 MIL)	9,408	LF	$ 0.50	$ 4,704.00	$ 0.43	$ 4,045.44	$ 0.50	$ 4,704.00
67	666-6344	REFL PAV MRK TY I (Y)4"(BRK)(100 MIL)	2,171	LF	$ 0.70	$ 1,519.70	$ 0.44	$ 955.24	$ 0.50	$ 1,085.50
68	672-6009	REFL PAV MRKR TY II-A-A	255	EA	$ 6.00	$ 1,530.00	$ 5.00	$ 1,275.00	$ 6.00	$ 1,530.00
69	730-6107	FULL - WIDTH MOWING	1	CYC	$ 4,000.00	$ 4,000.00	$ 4,000.00	$ 4,000.00	$ 5,000.00	$ 5,000.00
70	738-6005	CLEANING / SWEEPING (FRONTAGE ROAD)	1	CYC	$ 1,000.00	$ 1,000.00	$ 2,000.00	$ 2,000.00	$ 5,000.00	$ 5,000.00
71	3076-6038	D-GR HMA TY-D PG64-22 (LEVEL-UP)	1,092	TON	$ 95.00	$ 103,740.00	$ 98.00	$ 107,016.00	$ 95.00	$ 103,740.00
72	3076-6001	D-GR HMA TY-B PG64-22	7,039	TON	$ 68.00	$ 478,652.00	$ 78.00	$ 549,042.00	$ 75.00	$ 527,925.00
73	3076-6040	D-GR HMA TY-D PG70-22	3,683	TON	$ 90.00	$ 331,470.00	$ 104.00	$ 383,032.00	$ 100.00	$ 368,300.00
74	3076-WC03	D-GR HMA TY B PG 64-22 (RR AND SIDE STREETS)	600	TON	$ 68.00	$ 40,800.00	$ 120.00	$ 72,000.00	$ 115.00	$ 69,000.00
75	6001-6001	PORTABLE CHANGEABLE MESSAGE SIGN	112	DAY	$ 100.00	$ 11,200.00	$ 100.00	$ 11,200.00	$ 100.00	$ 11,200.00
76	CIP 11.06.B	TRENCH EXCAVATION SAFETY PROTECTION SYSTEMS (ALL DEPTHS)	1,130	LF	$ 3.75	$ 4,237.50	$ 1.50	$ 1,695.00	$ 1.50	$ 1,695.00
77	W1.17.A.2	PIPE, 2" DIAMETER, SDR-9 (ALL DEPTHS) INCLUDES EXCAVATION AND BACKFILL	15	LF	$ 40.00	$ 600.00	$ 70.00	$ 1,050.00	$ 90.00	$ 1,350.00
78	W1.17.AR.8	PIPE, 8" DIAMETER, DI CL 350 (ALL DEPTHS) INCLUDES EXCAVATION AND BACKFILL	1,083	LF	$ 90.00	$ 97,470.00	$ 90.00	$ 97,470.00	$ 105.00	$ 113,715.00
79	W1.17.B2x2	WET CONNECTIONS, 2" DIA X 2" DIAM	1	EA	$ 2,500.00	$ 2,500.00	$ 1,000.00	$ 1,000.00	$ 1,500.00	$ 1,500.00

Williamson County Road Bond Program
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BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Engineer's Estimate		MA Smith Contracting Co., Inc		Chasco Constructors	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
80	W1.17.B8x8	WET CONNECTIONS, 8" DIA X 8" DIAM	2	EA	$ 3,500.00	$ 7,000.00	$ 1,900.00	$ 3,800.00	$ 2,000.00	$ 4,000.00
81	W4.05.A18	ENCASEMENT PIPE, 18" DIA., STEEL	310	LF	$ 125.00	$ 38,750.00	$ 140.00	$ 43,400.00	$ 170.00	$ 52,700.00
82	510-KW	DUCTILE IRON FITTINGS	0	TON	$ 8,500.00	$ 2,210.00	$ 18,000.00	$ 4,680.00	$ 30,000.00	$ 7,800.00
83	511S-A8	VALVES, GATE, 8" DIAMETER	3	EA	$ 4,000.00	$ 12,000.00	$ 3,400.00	$ 10,200.00	$ 1,950.00	$ 5,850.00
84	W-04	RECONNECT SINGLE SERVICE CONNECTIONS, INCL. NEW METERS PER DETAIL W-04	1	EA	$ 1,200.00	$ 1,200.00	$ 1,400.00	$ 1,400.00	$ 3,000.00	$ 3,000.00
85	W3.21.B	FIRE HYDRANT ASSEMBLY	1	EA	$ 6,000.00	$ 6,000.00	$ 5,700.00	$ 5,700.00	$ 8,000.00	$ 8,000.00
86	S15500-ARV741-2	AIR RELEASE VALVE, 2" DIA., TYPE V741, WATER	1	EA	$ 1,320.00	$ 1,320.00	$ 5,400.00	$ 5,400.00	$ 5,600.00	$ 5,600.00
87	SP.W2.10.A2	RESTRAIN EXISTING PVC PIPE, 2" DIAMETER; INCLUDES BELL JOINT RESTRAINTS AND OTHER INCIDENTALS NECESSARY TO COMPLETE; PIPE SHALL BE RESTRAINED AT A MINIMUM THE LENGTH CALLED FOR ON THE PLANS, BUT SHALL BE RESTRAINED UP TO THE NEXT JOINT	1	EA	$ 500.00	$ 500.00	$ 800.00	$ 800.00	$ 1,000.00	$ 1,000.00
88	SP.W2.10.A8	RESTRAIN EXISTING PVC PIPE, 8" DIAMETER; INCLUDES BELL JOINT RESTRAINTS AND OTHER INCIDENTALS NECESSARY TO COMPLETE; PIPE SHALL BE RESTRAINED AT A MINIMUM THE LENGTH CALLED FOR ON THE PLANS, BUT SHALL BE RESTRAINED UP TO THE NEXT JOINT	4	EA	$ 1,000.00	$ 4,000.00	$ 1,000.00	$ 4,000.00	$ 1,900.00	$ 7,600.00
89	SP.W3.E	SALVAGE EXISTING FIRE HYDRANT ASSEMBLY AND RETURN TO CITY OF GEORGETOWN	1	EA	$ 2,000.00	$ 2,000.00	$ 1,100.00	$ 1,100.00	$ 9,900.00	$ 9,900.00
90	03 48 33	RAILROAD GRADE CROSSING PANEL (REMOVE)	72	TF	$ 60.00	$ 4,320.00	$ 100.00	$ 7,200.00	$ 355.00	$ 25,560.00
91	34 11 10	REMOVE BALLASTED TRACK	277	TF	$ 60.00	$ 16,620.00	$ 50.00	$ 13,850.00	$ 142.00	$ 39,334.00
92	CMTA SYSTEMS MANUAL	REMOVE RAIL SIGNAL HOUSE	1	EA	$ 3,000.00	$ 3,000.00	$ 25,500.00	$ 25,500.00	$ 2,650.00	$ 2,650.00
93	03 48 33	PRECAST RAILROAD GRADE CROSSING PANEL	117	TF	$ 700.00	$ 81,900.00	$ 1,750.00	$ 204,750.00	$ 1,050.00	$ 122,850.00
94	03 48 33	FLUSH MOUNT RUBBER INSERT	45	TF	$ 25.00	$ 1,125.00	$ 100.00	$ 4,500.00	$ 110.00	$ 4,950.00
95	34 11 10	NEW TRACK	200	TF	$ 550.00	$ 110,000.00	$ 300.00	$ 60,000.00	$ 340.00	$ 68,000.00
96	34 11 33.16	BALLAST	122	CY	$ 130.00	$ 15,860.00	$ 100.00	$ 12,200.00	$ 185.00	$ 22,570.00
97	34 44 26.16	SUBBALLAST	70	CY	$ 90.00	$ 6,300.00	$ 200.00	$ 14,000.00	$ 210.00	$ 14,700.00
98	CMTA SYSTEMS MANUAL	RAILROAD GRADE CROSSING SIGNALS AND HOUSE	1	LS	$ 274,942.00	$ 274,942.00	$ 382,000.00	$ 382,000.00	$ 229,000.00	$ 229,000.00
99	3076-WC01	FORCE ACCOUNT, ESTIMATE PLACEMENT AND PRODUCTION BONUS AND PENALTY (TY B)	1	LS	$ 50,600.00	$ 50,600.00	$ 50,600.00	$ 50,600.00	$ 50,600.00	$ 50,600.00
100	3076-WC02	FORCE ACCOUNT, ESTIMATE PLACEMENT AND PRODUCTION BONUS AND PENALTY (TY D SURFACE)	1	LS	$ 30,700.00	$ 30,700.00	$ 30,700.00	$ 30,700.00	$ 30,700.00	$ 30,700.00
101	585-WC01	RIDE QUALITY BONUS	1	LS	$ 34,800.00	$ 34,800.00	$ 34,800.00	$ 34,800.00	$ 34,800.00	$ 34,800.00
102	999-WC01	FORCE ACCOUNT	1	LS	$ 25,000.00	$ 25,000.00	$ 25,000.00	$ 25,000.00	$ 25,000.00	$ 25,000.00
103	999-WC02	FORCE ACCOUNT FOR CMTA ROADWAY WORKER-IN-CHARGE (RWIC) (40 days)	1	LS	$ 60,000.00	$ 60,000.00	$ 60,000.00	$ 60,000.00	$ 60,000.00	$ 60,000.00
104	999-WC03	FORCE ACCOUNT FOR CMTA RAILROAD TCP WORK	1	LS	$ 80,000.00	$ 80,000.00	$ 80,000.00	$ 80,000.00	$ 80,000.00	$ 80,000.00
		TOTAL COST ADJUSTED FOR CORRECTNESS				**$ 4,982,285.62**		**$4,975,515.09**		**$5,189,988.00**
		ACTUAL BID PROPOSAL						$4,975,500.00		$5,189,988.00

Williamson County Road Bond Program
T5023 CR 200 Reconstruction
September 9, 2021

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Engineer's Estimate		MA Smith Contracting Co., Inc		Chasco Constructors	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
		ADJUSTMENT DIFFERENCE						($15.09)		$0.00
		Bid Bond						Y		Y
		Conflict of Interest Questionnaire						Y		Y
		Bidder References (Minimum of Three)						Y		Y

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2021-803004

Date Filed:
09/16/2021

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
MA Smith Contracting Co Inc
Austin, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Williamson County, Texas Purchasing Dept

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
T5023
CR 200 Reconstruction - General Contractor

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Travis Rayland, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Travis County, State of Texas, on the 16 day of September (month), 2021 (year).

_____
Signature of authorized agent of contracting business entity
(Declarant)

JONES | CARTER

3100 Alvin Devane Boulevard, Suite 150
Austin, Texas 78741-7425
Tel: 512.441.9493
Fax: 512.445.2286
www.jonescarter.com

September 14, 2021

Mr. Whit Friend, PE
HNTB Corporation
101 East Old Settlers Blvd., Suite 100
Round Rock, TX 78664

Re: Williamson County Road Bond Project
County Road 200 – CMTA RR to CR 201
Recommendation of Construction Contract Award

Dear Mr. Friend:

The above project was bid by Williamson County on September 8, 2021. Two (2) bids were received, and each was deemed complete. The attached bid tabulation depicts the results and confirms the amounts shown on each bid. The apparent low bidder was MA Smith Contracting Company, Inc. with a bid amount of $4,975,515.09. Based upon our review, we recommend award of the contract to MA Smith Contracting Company, Inc.

We appreciate the opportunity to be of service to you and Williamson County on this project. We are available to meet at your discretion concerning proposed improvements and next steps. Please feel free to contact us should you have questions or comments.

Sincerely,

J. Kent O'Brien, P.E.
Vice President

Commissioners Court - Regular Session **57.**

Meeting Date: 09/28/2021

T5023 CR 200 Reconstruction NOI

Submitted By: Mayra Ramos, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding a Notice of Intent (NOI) for Stormwater Discharges associated with the Construction Activity under TPEDS General Permit (TXR150000) for CR 200, a Road Bond project in Commissioner Pct. 2. Project: P285 Funding Source: Road Bond.

Background

Williamson County must submit an NOI to obtain coverage under TPEDS General Permit (TXR150000), as required by the Texas Commission on Environmental Quality (TCEQ) before commencing Soil disturbing activities on any construction project that will disturb more than five (5) acres of land. TCEQ has transitioned to an electronic submittal process, and this application will be signed and submitted electronically pending approval by the Court.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

T5023 CR 200 Reconstruction NOI

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/23/2021 10:48 AM
Form Started By: Mayra Ramos		Started On: 09/22/2021 09:32 AM
Final Approval Date: 09/23/2021		

Texas Commission on Environmental Quality

Construction Notice of Intent

Site Information (Regulated Entity)

What is the name of the site to be authorized?	CR 200 Reconstruction
Does the site have a physical address?	No

Physical Address

Because there is no physical address, describe how to locate this site:	From 400 North of SH 29 to 100 South of CR 201
City	Liberty Hill
State	TX
ZIP	78642
County	WILLIAMSON
Latitude (N) (##.######)	30.675842
Longitude (W) (-###.######)	-97.932275
Primary SIC Code	1611
Secondary SIC Code	
Primary NAICS Code	
Secondary NAICS Code	

Regulated Entity Site Information

What is the Regulated Entity's Number (RN)?	
What is the name of the Regulated Entity (RE)?	CR 200 Reconstruction
Does the RE site have a physical address?	No

Physical Address

Because there is no physical address, describe how to locate this site:	From 400 North of SH 29 to 100 South of CR 201
City	Liberty Hill
State	TX
ZIP	78642
County	WILLIAMSON
Latitude (N) (##.######)	30.675842
Longitude (W) (-###.######)	-97.932275
Facility NAICS Code	
What is the primary business of this entity?	

Customer (Applicant) Information

How is this applicant associated with this site?	Operator
What is the applicant's Customer Number (CN)?	CN600897888
Type of Customer	County Government

Full legal name of the applicant:

Legal Name	Williamson County
Texas SOS Filing Number	
Federal Tax ID	746000978
State Franchise Tax ID	
State Sales Tax ID	
Local Tax ID	
DUNS Number	
Number of Employees	
Independently Owned and Operated?	No
I certify that the full legal name of the entity applying for this permit has been provided and is legally authorized to do business in Texas.	Yes

Responsible Authority Contact

Organization Name	Williamson County
Prefix	THE HONORABLE
First	Bill
Middle	
Last	Gravell
Suffix	JR
Credentials	
Title	County Judge

Responsible Authority Mailing Address

Enter new address or copy one from list:	
Address Type	Domestic
Mailing Address (include Suite or Bldg. here, if applicable)	101 E OLD SETTLERS BLVD
Routing (such as Mail Code, Dept., or Attn:)	Suite 100
City	ROUND ROCK
State	TX
ZIP	78664
Phone (###-###-####)	5125276714
Extension	
Alternate Phone (###-###-####)	
Fax (###-###-####)	
E-mail	roads@wilco.org

Application Contact

Person TCEQ should contact for questions about this application:

Same as another contact?	
Organization Name	HNTB
Prefix	
First	Mayra
Middle	
Last	Ramos
Suffix	
Credentials	
Title	Contract Admin
Enter new address or copy one from list:	

Mailing Address

Address Type	Domestic
Mailing Address (include Suite or Bldg. here, if applicable)	101 E OLD SETTLERS BLVD
Routing (such as Mail Code, Dept., or Attn:)	STE 100
City	ROUND ROCK
State	TX
ZIP	78664
Phone (###-###-####)	5125276714
Extension	
Alternate Phone (###-###-####)	
Fax (###-###-####)	
E-mail	mramos@hntb.com

CNOI General Characteristics

Is the project located on Indian Country Lands?	No
Is your construction activity associated with a facility that, when completed, would be associated with the exploration, development, or production of oil or gas or geothermal resources?	No

If your activity is associated with oil and gas exploration, development, or production, you may be under jurisdiction of the Railroad Commission of Texas and may need to obtain authorization from EPA Region 6.

1611

What is the Primary Standard Industrial Classification (SIC) Code that best describes the construction activity being conducted at the site?	
If applicable, what is the Secondary SIC Code(s)?	
What is the total number of acres disturbed?	13.75
Is the project site part of a larger common plan of development or sale?	No
What is the estimated start date of the project?	10/13/2021
What is the estimated end date of the project?	10/31/2022
Will concrete truck washout be performed at the site?	Yes
What is the name of the first water body(s) to receive the stormwater runoff or potential runoff from the site?	South Fork San Gabiel River
What is the segment number(s) of the classified water body (s) that the discharge will eventually reach?	1250
Is the discharge into a Municipal Separate Storm Sewer System (MS4)?	Yes
What is the name of the MS4 Operator?	City of Libery Hill
Are any of the surface water bodies receiving discharges from the construction site on the 2016 Texas Integrated Report of Surface Water Quality?	No
Is the discharge or potential discharge within the Recharge Zone, Contributing Zone, or Contributing Zone within the Transition Zone of the Edwards Aquifer, as defined in 30 TAC Chapter 213?	Yes
I certify that the copy of the TCEQ-approved Plan required by the Edwards Aquifer Rule (30 TAC Chapter 213) that is included or referenced in the Stormwater Pollution Prevention Plan will be implemented.	Yes
I certify that a stormwater pollution prevention plan has been developed, will be implemented prior to construction, and to the best of my knowledge and belief is compliant with any applicable local sediment and erosion control plans, as required in the general permit TXR150000. Note: For multiple operators who operate under a shared SWP3, the confirmation of an operator may be limited to its obligations under the SWP3 provided all obligations are confirmed by at least one operator.	Yes
I certify that I have obtained a copy and understand the terms and conditions of the Construction General Permit (TXR150000).	Yes
I understand that a Notice of Termination (NOT) must be submitted when this authorization is no longer needed.	Yes

Commissioners Court - Regular Session **58.**

Meeting Date: 09/28/2021

2138 CR 101 Change Order No. 3

Submitted By: Mayra Ramos, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding Change Order No. 3 in the amount of $81,281.59 for 2138 CR 101 (James Construction), a Road Bond project in Commissioner Pct. 4. Project: 269 Funding Source: Road Bond.

Background

This Change Order adds various items to the project, including the use of full-depth asphalt at the south tie-in of the project, an added driveway, an added strand of barb wire, and a water gap for the fence at Little Mustang Creek.

Item 341-WC03 Full Depth HMAC was utilized to expedite the work at the south tie-in of the CR 101 project. This area was to be constructed with lime-treated subgrade and flexible base, while maintaining traffic access. Use of full-depth hot mix decreased the time for the work from approximately three (3) weeks to two (2) days and maintained a better driving surface during the work. This item was originally added to the contract via Change Order 1.

Item 530-WC01 Driveway provides an additional driveway at Station 172+00, on the east side of the new CR 101 Roadway. This driveway was agreed upon in the landowner agreement. The Lump Sum payment includes the cost of the pavement section for the driveway, culvert pipe and safety end treatments.

Item 552-6003 Wire Fence (Ty C) is in the original contract and includes cost for installation of a five (5) strand wire fence and cattle guard removal and replacement at a cost of $54.67 per LF for a total cost of $95,617.83. This item is being deleted and replaced with separate items; one for the fencing and an item for the cattle guard work.

Item 552-WC01 Wire Fence (Ty C) (Fence Only) is being added to pay for the unit cost of the wire fence only.

Item 552-WC02 Cattle Guard is being added to pay for the unit cost of the removal and replacement of the cattle guard.

Item 552-WC03 Wire Fence (Ty C) (Added Strand) is being added to pay for the extra strand of wire being placed on the five (5) wire fence to match the existing fence.

Item 552-WC04 Wire Fence (Water Gap) is being added to pay for the removal and replacement of the water gap only.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

2138 CR 101 Change Order No. 3

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/23/2021 10:55 AM
Form Started By: Mayra Ramos		Started On: 09/17/2021 02:01 PM
Final Approval Date: 09/23/2021		

5880 WEST HWT 190, SUITE 100
BELTON, TX 76513
PHONE: (254) 939-8610
FAX: (254) 939-8611

Primoris Services Corporation
James Construction Group

9/16/2021

HNTB CORPORATION
Attention: Eddie Church
101 E. Old Settlers Blvd, Suite 100
Round Rock, TX 78664

RE: WILLIAMSON Co. – CR101
Job #: 2138
CO-03 (South Tie-in)

Dear Mr. Church,

Please see attached sign Change Order #3 for the above referenced project.

Please review, sign and return an executed copy.

James Construction Group does not waive any original contract conditions to submit costs of claims associated or arising from delayed or changed work. This includes occasions when it becomes necessary to preform extra work at Williamson County's request. Upon execution of Williamson County's change order form, the contractor reserves its right to submit or claim any extra costs, overhead and delay time with associated cost arising from or pertaining to the change order.

Regards,
James Construction Group

Alexander Krejchi
Project Engineer

CC:

WILLIAMSON COUNTY, TEXAS
CHANGE ORDER NUMBER: 3

1. CONTRACTOR: James Construction

2. Change Order Work Limits: Sta. 23+35 to Sta. 29+85

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

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

Project:	*2138*
Roadway:	*CR 101*
CSJ Number:	

5. Describe the work being revised:

3B: County Convience. Public relations improvement. This change order changes the pavement section from typical flexible base to full-depth asphalt at south end tie-in to existing pavement, adds a driveway for a landowner and adds a sixth wire and water gap fence across Little Mustang Creek.

6. Work to be performed in accordance with Items: **See Attached**

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

8. New Special Provisions/Specifications to the contract are attached: ☐ Yes ☑ No

9. New Special Provisions to Item N/A No. N/A, Special Specification Item N/A are attached.

Each signatory hereby warrants that each has the authority to execute this Change Order (CO).

The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses, additional changes for time, overhead and profit; or loss of compensation as a result of this change.

THE CONTRACTOR Date 9/16/21

By

Typed/Printed Name Rick Lewis

Typed/Printed Title Division Manager

The following information must be provided

Time Ext. #: N/A Days added on this CO: 0

Amount added by this change order: $81,281.59

RECOMMENDED FOR EXECUTION:

Project Manager 9/16/21
Date

N/A
Design Engineer Date

Program Manager 9/17/2021
Date

Design Engineer's Seal:

County Commissioner Precinct 1 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 2 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 3 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 4 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Judge Date
☐ APPROVED

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: *3* ***Project #*** *2138*

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
247-6044	FL BS (COMP IN PL) (TY A GR 4) (FNL POS)	CY	$27.74	40,108.00	$1,112,595.92	-666.67	39,441.33	$1,094,102.49	($18,493.43)
260-6001	LIME (HYDRATED LIME DRY)	TON	$160.11	2,387.00	$382,182.57	-36.00	2,351.00	$376,418.61	($5,763.96)
260-6084	LIME TRT (SUBGRADE) (12")	SY	$2.27	88,426.00	$200,727.02	-1,315.00	87,111.00	$197,741.97	($2,985.05)
341-WC03	FULL DEPTH HMAC	SY	$52.00	3,334.00	$173,368.00	1,715.00	5,049.00	$262,548.00	$89,180.00
530-WC01	ADDED DRIVEWAY PER LANDOWNER AGREEMENT	LS	$8,898.13	0.00	$0.00	1.00	1.00	$8,898.13	$8,898.13
552-6003	WIRE FENCE (TY C)	LF	$54.67	1,749.00	$95,617.83	-1,749.00	0.00	$0.00	($95,617.83)
552-WC01	WIRE FENCE (TY C)(FENCE ONLY)	LF	$9.50	0.00	$0.00	1,749.00	1,749.00	$16,615.50	$16,615.50
552-WC02	CATTLE GUARD	LS	$79,002.30	0.00	$0.00	1.00	1.00	$79,002.30	$79,002.30
552-WC03	WIRE FENCE (TY C)(ADDED STRAND)	LF	$2.32	0.00	$0.00	1,749.00	1,749.00	$4,057.68	$4,057.68
552-WCO4	WIRE FENCE (WATER GAP)	LS	$6,388.25	0.00	$0.00	1.00	1.00	$6,388.25	$6,388.25
TOTALS					$1,964,491.34			$2,045,772.93	$81,281.59

CHANGE ORDER REASON(S) CODE CHART

1. Design Error or Omission	1A. Incorrect PS&E 1B. Other
2. Differing Site Conditions (unforeseeable)	2A. Dispute resolution (expense caused by conditions and/or resulting delay) 2B. Unavailable material 2C. New development (conditions changing after PS&E completed) 2D. Environmental remediation 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9) 2F. Site conditions altered by an act of nature 2G. Unadjusted utility (unforeseeable) 2H. Unacquired Right-of-Way (unforeseeable) 2I. Additional safety needs (unforeseeable) 2J. Other
3. County Convenience	3A. Dispute resolution (not resulting from error in plans or differing site conditions) 3B. Public relations improvement 3C. Implementation of a Value Engineering finding 3D. Achievement of an early project completion 3E. Reduction of future maintenance 3F. Additional work desired by the County 3G. Compliance requirements of new laws and/or policies 3H. Cost savings opportunity discovered during construction 3I. Implementation of improved technology or better process 3J. Price adjustment on finished work (price reduced in exchange for acceptance) 3K. Addition of stock account or material supplied by state provision 3L. Revising safety work/measures desired by the County 3M. Other
4. Third Party Accommodation	4A. Failure of a third party to meet commitment 4B. Third party requested work 4C. Compliance requirements of new laws and/or policies (impacting third party) 4D. Other
5. Contractor Convenience	5A. Contractor exercises option to change the traffic control plan 5B. Contractor requested change in the sequence and/or method of work 5C. Payment for Partnering workshop 5D. Additional safety work/measures desired by the contractor 5E. Other
6. Untimely ROW/Utilities	6A. Right-of-Way not clear (third party responsibility for ROW) 6B. Right-of-Way not clear (County responsibility for ROW) 6C. Utilities not clear 6D. Other

Williamson County Road Bond Program
CR 101 Improvements
Williamson County Project No. 2138

Change Order No. 3

Reason for Change

This Change Order adds various items to the project, including the use of full-depth asphalt at the south tie-in of the project, an added driveway, an added strand of barb wire, and a water gap for the fence at Little Mustang Creek.

Item 341-WC03 Full Depth HMAC was utilized to expedite the work at the south tie-in of the CR 101 project. This area was to be constructed with lime-treated subgrade and flexible base, while maintaining traffic access. Use of full-depth hot mix decreased the time for the work from approximately three (3) weeks to two (2) days and maintained a better driving surface during the work. This item was originally added to the contract via Change Order 1.

Item 530-WC01 Driveway provides an additional driveway at Station 172+00, on the east side of the new CR 101 Roadway. This driveway was agreed upon in the landowner agreement. The Lump Sum payment includes the cost of the pavement section for the driveway, culvert pipe and safety end treatments.

Item 552-6003 Wire Fence (Ty C) is in the original contract and includes cost for installation of a five (5) strand wire fence and cattle guard removal and replacement at a cost of $54.67 per LF for a total cost of $95,617.83. This item is being deleted and replaced with separate items; one for the fencing and an item for the cattle guard work.

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Item 552-WC02 Cattle Guard is being added to pay for the unit cost of the removal and replacement of the cattle guard.

Item 552-WC03 Wire Fence (Ty C) (Added Strand) is being added to pay for the extra strand of wire being placed on the five (5) wire fence to match the existing fence.

Item 552-WC04 Wire Fence (Water Gap) is being added to pay for the removal and replacement of the water gap only.

Following is a summary of new items required for this change order.

ITEM	DESCRIPTION	QTY	UNIT
530-WC01	ADDED DRIVEWAY PER LANDOWNER AGREEMENT	1.00	LS
552-WC01	WIRE FENCE (TY C) (FENCE ONLY)	1749.00	LF
552-WC02	CATTLE GUARD	1.00	LS
552-WC03	WIRE FENCE (TY C) (ADDED STRAND)	1749.00	LF
552-WC04	WIRE FENCE (WATER GAP)	1.00	LS

This Change Order results in an increase of $81,281.83 to the Contract amount, for an adjusted Contract total of $13,401,294.55. The original Contract amount was $13,092,842.00. Because of this Change Order, $308,452.55 has been added to the Contract, resulting in a 2.36% net increase in the Contract cost. No additional days will be added to or deducted from the Contract as a result of this Change Order.

HNTB Corporation
Lowell D. Choate, P.E.

Change Order Proposal

Date: 6/9/2021

Proposal# CO10783-06

Primoris Services Corporation
James Construction Group

Bill To:
Eddie Chruch
HNTB Corporation
101 E. Old Settlers Blvd, Suite 100
Round Rock, TX 78664

RE:
Williamson
CR 101
Project No.: 2138
Control No.: 2138

Qty	UM	Description	Unit Price	Total
1,715.00	SY	Full Depth HMA South Transition	$52.00	**$89,180.00**
			Total	**$89,180.00**

James Construction Group, LLC

Contractor's Basis of Estimate

Date:	6/9/2021	**Project:**	CR101	**County:**	Williamson
CO Pricing Good For:	**45 Days (unless noted otherwise elsewhere)**	**Control:**	2138	**Highway:**	CR101
Description:	Full Depth HMA South Transition	**Original Contract:**	**Net CO:** $ -	**Revised Contract:**	
Estimated Qty:	1,715.00 SY	**Narrative:**	This change order covers the installation of 10 inches of TY B HMA at the South Transition as requested in RFI 0021		
Estimated Change in Contract Sum:	$ 89,229.67				
Estimated Change In Contract Time:					

JCG reserves the right to request equitable time and monetary adjustments for additional or unforeseen work resulting from this change order.

Labor	Reg Hrs	OT Hrs	UM	Reg Rate	OT Rate (x1.5)	Extended
Forman	16.00	4.00		$ 33.44	$ 50.16	$ 735.68
Motor Grader Operator	16.00	4.00		$ 26.00	$ 39.00	$ 572.00
Loader Operator	16.00	4.00		$ 17.00	$ 25.50	$ 374.00
Roller Operator	16.00	4.00		$ 15.00	$ 22.50	$ 330.00
Excavator Operator	16.00	4.00		$ 26.00	$ 39.00	$ 572.00
Laborer	16.00	4.00		$ 14.00	$ 21.00	$ 308.00
					Subtotal	$ 2,156.00
					15% Markup	$ 323.40
					55% Burdens	$ 1,185.80
					Total Labor	**$ 3,665.20**

Equipment	QTY	UM	Rate	Extended
CAT 140M Motor Grader	20.00	HR	$ 84.17	$ 1,683.40
CAT 938 Loader	20.00	HR	$ 65.98	$ 1,319.60
CAT 938 Loader	20.00	HR	$ 65.98	$ 1,319.60
CAT CS54B Roller	20.00	HR	$ 52.04	$ 1,040.80
Steel Wheel Roller (United)	2.00	days	$ 112.58	$ 225.16
1/2 ton pickup	20.00	HR	$ 27.56	$ 551.20
CAT 336 Excavator	20.00	HR	$ 167.38	$ 3,347.60
			Subtotal	$ 9,487.36
			15% Markup	$ 1,423.10
			Total Equipment	**$ 10,910.46**

Subcontractors	QTY	UM	Price	Extended
On site Hauling	10.00	Hrs	$ 78.00	$ 780.00
			Subtotal	$ 780.00
			15% Markup	$ 117.00
			Total Subcontract	**$ 897.00**

Material	QTY	UM	Price	Extended
Lone Star Paving - TY B HMA Delivered	957.00	Tons	$ 65.50	$ 62,683.50
McCar Materials - 3x5 Rock	40.00	CY	$ 17.12	$ 684.80
			Subtotal	$ 63,368.30
			15% Markup	$ 9,505.25
			Total Material	**$ 72,873.55**

Additional Work Items	QTY	Units	Price	Extended
				$ -
			Total	$ -

TOTAL OF WORK PERFORMED	**$ 88,346.21**
BOND FEE (ADD 1%)	**$ 883.46**
TOTAL COST	**$ 89,229.67**
UNIT PRICE (TOTAL COST/EST. QTY)	**$ 52.03**

From: Kyle McCoy
To: Clayton Weber
Subject: FW: Fencing Breakdown
Date: Friday, July 23, 2021 1:02:41 PM

See below for fencing breakdown.

-----Original Message-----
From: Alexander Krejchi <akrejchi@prim.com>
Sent: Thursday, July 22, 2021 4:46 PM
To: Kyle McCoy <klmccoy@HNTB.com>
Cc: 62811_2138_CR101 <62811_2138_CR101@HNTB.com>
Subject: RE: Fencing Breakdown

Kyle,

Please see below, I can find the Woolery Quote or can provide our contract with them if you need back up for the stand alone fence price.

Original Price of the Wire Fence + Cattle Guard = 1749LF * $54.67 = $95,617.83 Price to Install the Wire Fence = 1749LF * $9.50 = $16,615.50 Price to install Cattle Guard = $95,617.83 - $16,615.50 = $79,002.30

Thanks,

Alexander Krejchi
Project Engineer
James Construction
PH: 254-718-4392
www.prim.com

"No business objective is so important that it will be pursued at the sacrifice of safety."

-----Original Message-----
From: Kyle McCoy <klmccoy@HNTB.com>
Sent: Thursday, July 22, 2021 4:26 PM
To: Alexander Krejchi <akrejchi@prim.com>
Cc: 62811_2138_CR101 <62811_2138_CR101@HNTB.com>
Subject: Fencing Breakdown

EXTERNAL EMAIL

Alex,

Can you provide me a breakdown of what your fence would be by the linear foot and what the cattle would be by itself?

Thanks,

Kyle
This e-mail and any files transmitted with it are confidential and are intended solely for the use of the individual or entity to whom they are addressed. If you are NOT the intended recipient and receive this communication, please delete this message and any attachments. Thank you.

Change Order Proposal

Date: 6/9/2021

Proposal# CO10783-06

Primoris Services Corporation
James Construction Group

Bill To:
Eddie Chruch
HNTB Corporation
101 E. Old Settlers Blvd, Suite 100
Round Rock, TX 78664

RE:
Williamson
CR 101
Project No.: 2138
Control No.: 2138

Qty	UM	Description	Unit Price	Total
1,749.00	LF	Add 1-Strand of Barb Wire to Type C Fence	$2.32	**$4,062.93**
1.00	EA	Add 200LF of Water Gap	$6,388.25	**$6,388.25**
			Total	**$10,451.18**

James Construction Group, LLC

Contractor's Basis of Estimate

Date:	6/9/2021	**Project:**	CR101	**County:**	Williamson
CO Pricing Good For:	**45 Days (unless noted otherwise elsewhere)**	**Control:**	2138	**Highway:**	CR101
Description:	Added Water Gap and 6th Barbed Wire Strand	**Original Contract:**		**Net CO:** $ -	**Revised Contract:**
Estimated Qty:	1,715.00 SY	**Narrative:**	This Change order covers the installation of the Water Gap and the 6th strand of Wire added to the TY C Wire Fence at Mustang Creek Bridge		
Estimated Change in Contract Sum:	$ 10,451.18				
Estimated Change In Contract Time:					

JCG reserves the right to request equitable time and monetary adjustments for additional or unforeseen work resulting from this change order.

Labor	**Reg Hrs**	**OT Hrs**	**UM**	**Reg Rate**	**OT Rate (x1.5)**	**Extended**
					Subtotal	$ -
					15% Markup	$ -
					55% Burdens	$ -
					Total Labor	**$ -**

Equipment	**QTY**	**UM**	**Rate**	**Extended**
			Subtotal	$ -
			15% Markup	$ -
			Total Equipment	**$ -**

Subcontractors	**QTY**	**UM**	**Price**	**Extended**
Woolery - Add 1-strand of Barb Wire to Type C Fence	1749.00	LF	$ 2.00	$ 3,498.00
Woolery - Add Water Gap (200 LF)	1.00	ea	$ 5,500.00	$ 5,500.00
			Subtotal	$ 8,998.00
			15% Markup	$ 1,349.70
			Total Subcontract	**$ 10,347.70**

Material	**QTY**	**UM**	**Price**	**Extended**
			Subtotal	$0.00
			15% Markup	$ -
			Total Material	**$ -**

Additional Work Items	**QTY**	**Units**	**Price**	**Extended**
				$ -
			Total	**$ -**

TOTAL OF WORK PERFORMED	**$ 10,347.70**
BOND FEE (ADD 1%)	**$ 103.48**
TOTAL COST	**$ 10,451.18**
UNIT PRICE (TOTAL COST/EST. QTY)	**$ 6.09**

PROPOSAL

WOOLERY CUSTOM FENCE CO.
P.O. BOX 986
ELGIN, TX 78621

DATE	PROPOSAL #
6/9/2021	11424

NAME / ADDRESS
James Construction Group, LLC 5880 US-190 Frontage Rd Suite 100 Belton, Texas 76513 p. (254) 939-8610 e. est.txh@prim.com

P.O.# or W.O.#	ATT:	PROJECT
S.C. #10783-S04	Alex	Wilco CR 101

DESCRIPTION	QTY	TOTAL
--CHANGE ORDER #1-- ----------		
ADD: 1-STRAND OF BARB WIRE TO TYPE C FENCE -- (LF)	1,749	3,498.00
ADD: WATER GAP (per WCF detail) (approx. 200') -- (LS)	1	5,500.00
** DUE TO MATERIAL VOLATILITY, WOOLERY CUSTOM FENCE MAY NOT BE ABLE TO HOLD PRICES AFTER 14 DAYS FROM PROPOSAL DATE. CALL FOR REVISED PRICING IF SENDING CONTRACT AFTER THE 14 DAYS. ** EXCLUSIONS: Survey by Other. Fence Grounding by Other. Signs by Other. Mow strip by Other		

** Minority Certification #'s**
WBE & DBE Code -- WOO7143440
Texas HUB VID # - 1742794088100

Total $8,998.00

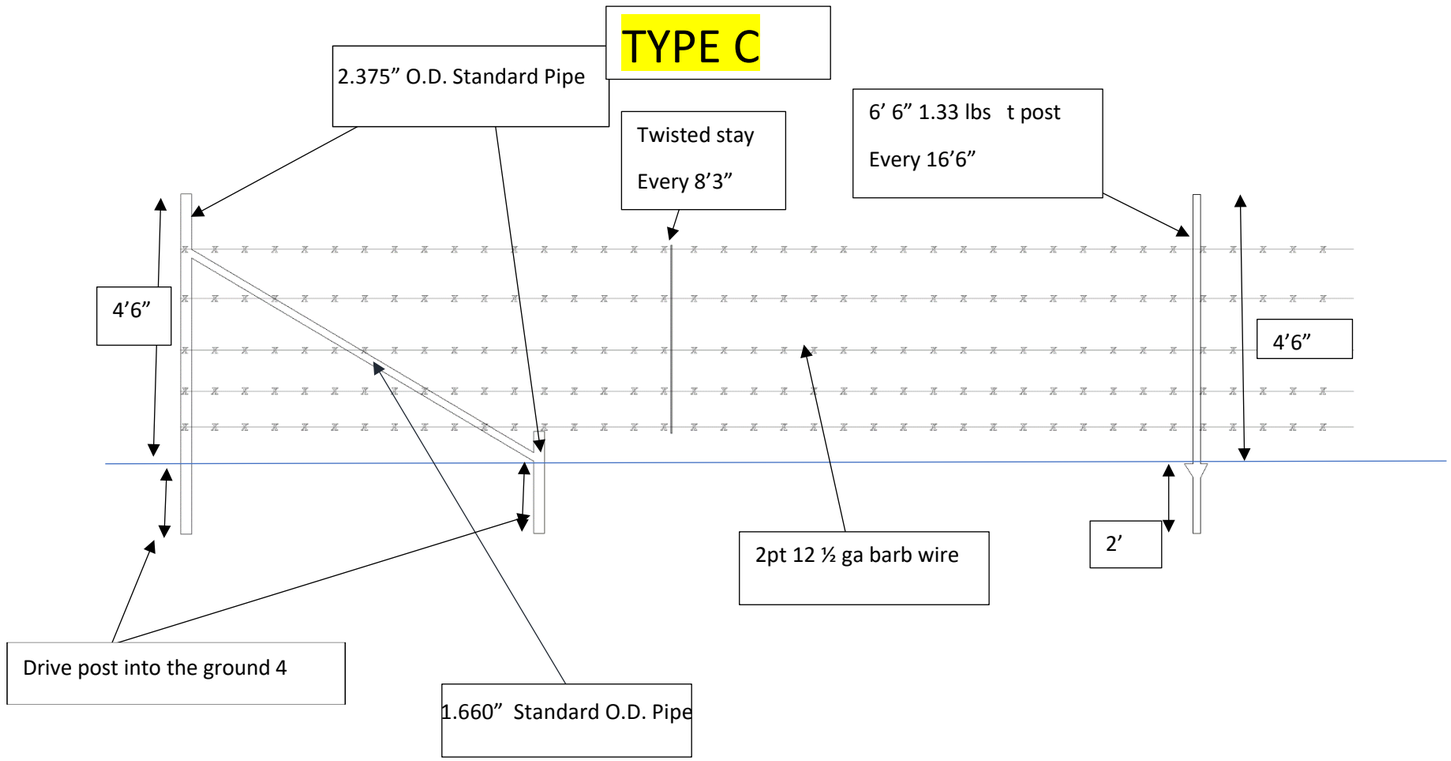
SIGNATURE: _____...

Phone #	Fax #	E-mail	Web Site
512-281-2186	512-233-5396	bids@wooleryfence.com	www.wooleryfence.com

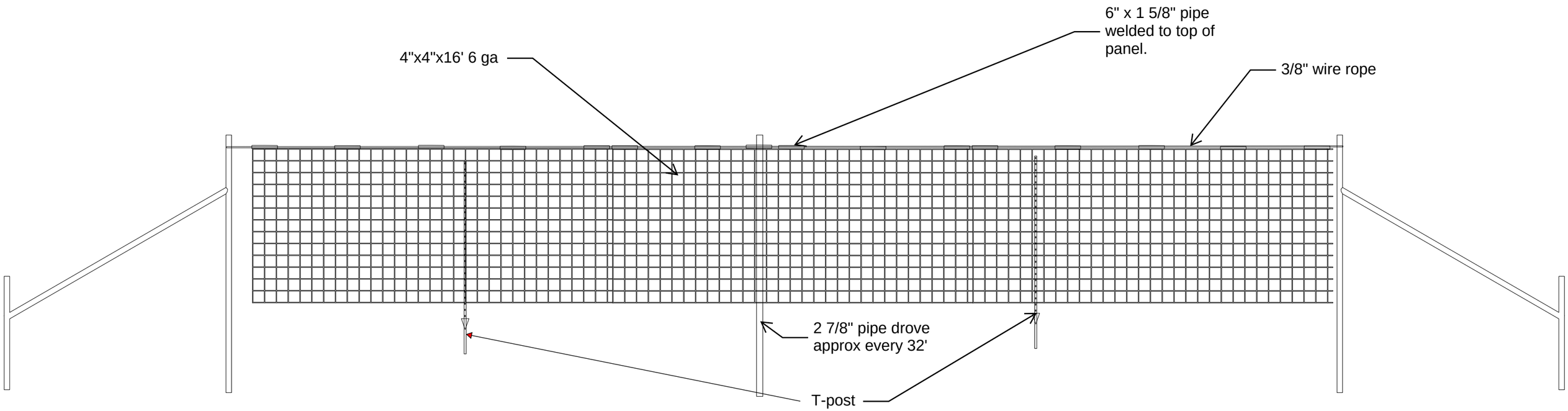
WOOLERY
CUSTOM FENCE CO.
P.O. Box 986
Elgin, TX 78621
Ph: 512-281-2186 Fax: 512-233-5396
info@wooleryfence.com // bids@wooleryfence.com
www.wooleryfence.com

FENCE SUBMITTAL FOR WILLIAMSON COUNTY ROAD 101

Project	***CR 101***	***Date***
Submittal	Type C Barb Wire Fence	06/03/2021



Water Gap Detail



Drawn By: WCF
Date : 6/7/21

JOB NAME: CR 101
Contractor : James Construction

Change Order Proposal

Date: 5/19/2021

Proposal#: CO10783-05

Primoris Services Corporation
James Construction Group

Bill To:
Eddie Chruch
HNTB Corporation
101 E. Old Settlers Blvd, Suite 100
Round Rock, TX 78664

RE:
Williamson
CR 101
Project No.: 2138
Control No.: 2138

Qty	UM	Description	Unit Price	Total
67.00	SY	12in Base Driveway	$46.31	**$3,103.07**
40.00	LF	CMP (GAL STL 24IN)	$66.27	**$2,650.92**
2.00	EA	SET(TY II)(24IN)(CMP)(P)	$1,572.07	**$3,144.14**
			Total	**$8,898.13**

James Construction Group, LLC

Contractor's Basis of Estimate

Date:	5/19/2021	**Project:**	CR101	**County:**	Williamson
CO Pricing Good For:	**45 Days (unless noted otherwise elsewhere)**	**Control:**	2138	**Highway:**	CR101
Description:	Added Base Driveway Sta. 172+00 (Driveway)	**Original Contract:**		**Net CO:**	$ - **Revised Contract:**
Estimated Qty:	67.00 SY	**Narrative:**	This price is to install a 14'x25', 12" thick, base driveway with 25' radius at station 172+00		
Estimated Change in Contract Sum:	$ 3,103.07				
Estimated Change In Contract Time:					

JCG reserves the right to request equitable time and monetary adjustments for additional or unforeseen work resulting from this change order.

Labor	**Reg Hrs**	**OT Hrs**	**UM**	**Reg Rate**	**OT Rate (x1.5)**	**Extended**
Forman	4.00			$ 33.44	$ 50.16	$ 133.76
Motor Grader Operator	4.00			$ 26.00	$ 39.00	$ 104.00
Loader Operator	1.00			$ 17.00	$ 25.50	$ 17.00
Roller Operator	4.00			$ 15.00	$ 22.50	$ 60.00
Laborer	4.00			$ 14.00	$ 21.00	$ 56.00
Survey - Crew Chief	8.00			$ 33.44	$ 50.16	$ 267.52
Survey - Laborer	8.00			$ 20.00	$ 30.00	$ 160.00
					Subtotal	$ 798.28
					15% Markup	$ 119.74
					55% Burdens	$ 439.05
					Total Labor	**$ 1,357.08**

Equipment	**QTY**	**UM**	**Rate**	**Extended**
CAT 140M Motor Grader	4.00	HR	$ 84.17	$ 336.68
CAT 938 Loader	1.00	HR	$ 65.98	$ 65.98
CAT CS54B Roller	4.00	HR	$ 52.04	$ 208.16
1/2 ton pickup	4.00	HR	$ 27.56	$ 110.24
Survey - 1/2 ton pickup	8.00	HR	$ 27.56	$ 220.48
			Subtotal	$ 941.54
			15% Markup	$ 141.23
			Total Equipment	**$ 1,082.77**

Subcontractors	**QTY**	**UM**	**Price**	**Extended**
				$ -
			Subtotal	$ -
			15% Markup	$ -
			Total Subcontract	**$ -**

Material	**QTY**	**UM**	**Price**	**Extended**
Mccar Materials, Base (Delivered)	50.00	Tons	$ 11.00	$ 550.00
			Subtotal	$ 550.00
			15% Markup	$ 82.50
			Total Material	**$ 632.50**

Additional Work Items	**QTY**	**Units**	**Price**	**Extended**
				$ -
			Total	**$ -**

TOTAL OF WORK PERFORMED	**$ 3,072.35**
BOND FEE (ADD 1%)	**$ 30.72**
TOTAL COST	**$ 3,103.07**
UNIT PRICE (TOTAL COST/EST. QTY)	**$ 46.31**

James Construction Group, LLC

Contractor's Basis of Estimate

Date:	5/19/2021	**Project:**	CR101			**County:**	Williamson
CO Pricing Good For:	**45 Days (unless noted otherwise elsewhere)**	**Control:**	2138			**Highway:**	CR101
Description:	Added Base Driveway Sta. 172+00 (Driveway)	**Original Contract:**		**Net CO:**	$ -	**Revised Contract:**	
Estimated Qty:	40.00 LF	**Narrative:**	This price is to install a 40LF section of 24" CMP under the driveway at 172+00.				
Estimated Change in Contract Sum:	$ 2,650.92						
Estimated Change In Contract Time:							

JCG reserves the right to request equitable time and monetary adjustments for additional or unforeseen work resulting from this change order.

Labor	**Reg Hrs**	**OT Hrs**	**UM**	**Reg Rate**	**OT Rate (x1.5)**	**Extended**
Forman	4.00			$ 33.44	$ 50.16	$ 133.76
Loader Operator	4.00			$ 17.00	$ 25.50	$ 68.00
Laborer	4.00			$ 14.00	$ 21.00	$ 56.00
Excavator Operator	4.00			$ 26.00	$ 39.00	$ 104.00
					Subtotal	$ 228.00
					15% Markup	$ 34.20
					55% Burdens	$ 125.40
					Total Labor	**$ 387.60**

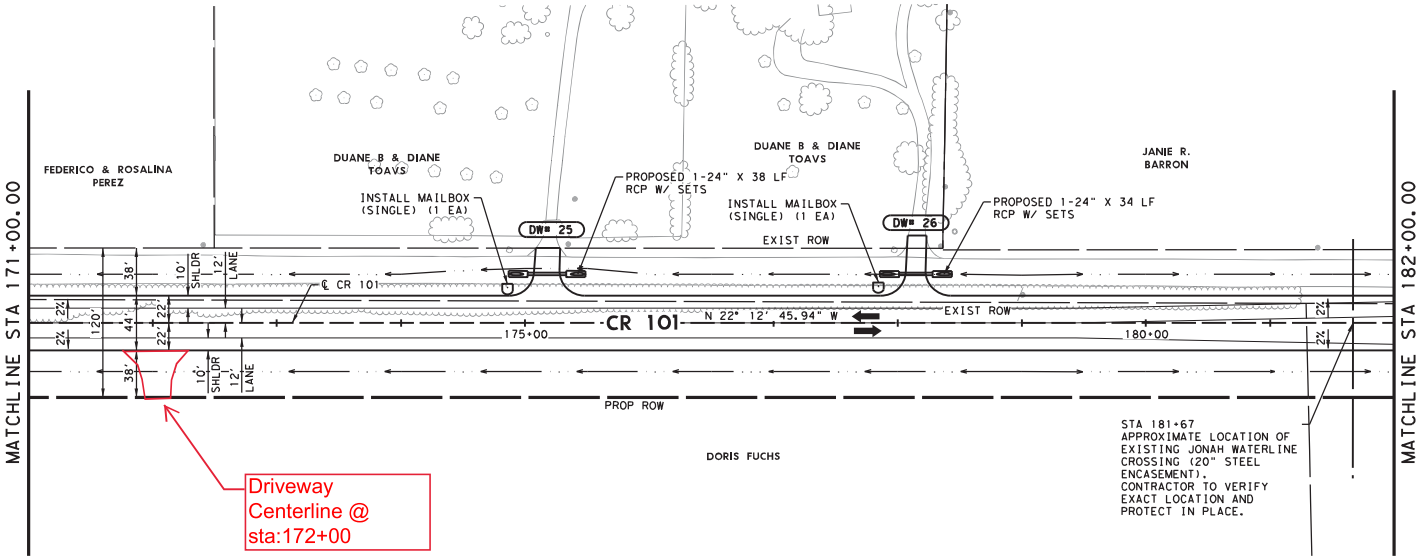
Equipment	**QTY**	**UM**	**Rate**	**Extended**
CAT 938 Loader	4.00	HR	$ 65.98	$ 263.92
1/2 ton pickup	4.00	HR	$ 27.56	$ 110.24
CAT 336 Excavator	4.00	HR	$ 167.38	$ 669.52
			Subtotal	$ 1,043.68
			15% Markup	$ 156.55
			Total Equipment	**$ 1,200.23**

Subcontractors	**QTY**	**UM**	**Price**	**Extended**
				$ -
			Subtotal	$ -
			15% Markup	$ -
			Total Subcontract	**$ -**

Material	**QTY**	**UM**	**Price**	**Extended**
24in Corrugated Metal Pipe	40.00	LF	$ 22.54	$ 901.60
			Subtotal	$ 901.60
			15% Markup	$ 135.24
			Total Material	**$ 1,036.84**

Additional Work Items	**QTY**	**Units**	**Price**	**Extended**
				$ -
			Total	**$ -**

TOTAL OF WORK PERFORMED	**$ 2,624.67**
BOND FEE (ADD 1%)	**$ 26.25**
TOTAL COST	**$ 2,650.92**
UNIT PRICE (TOTAL COST/EST. QTY)	**$ 66.27**



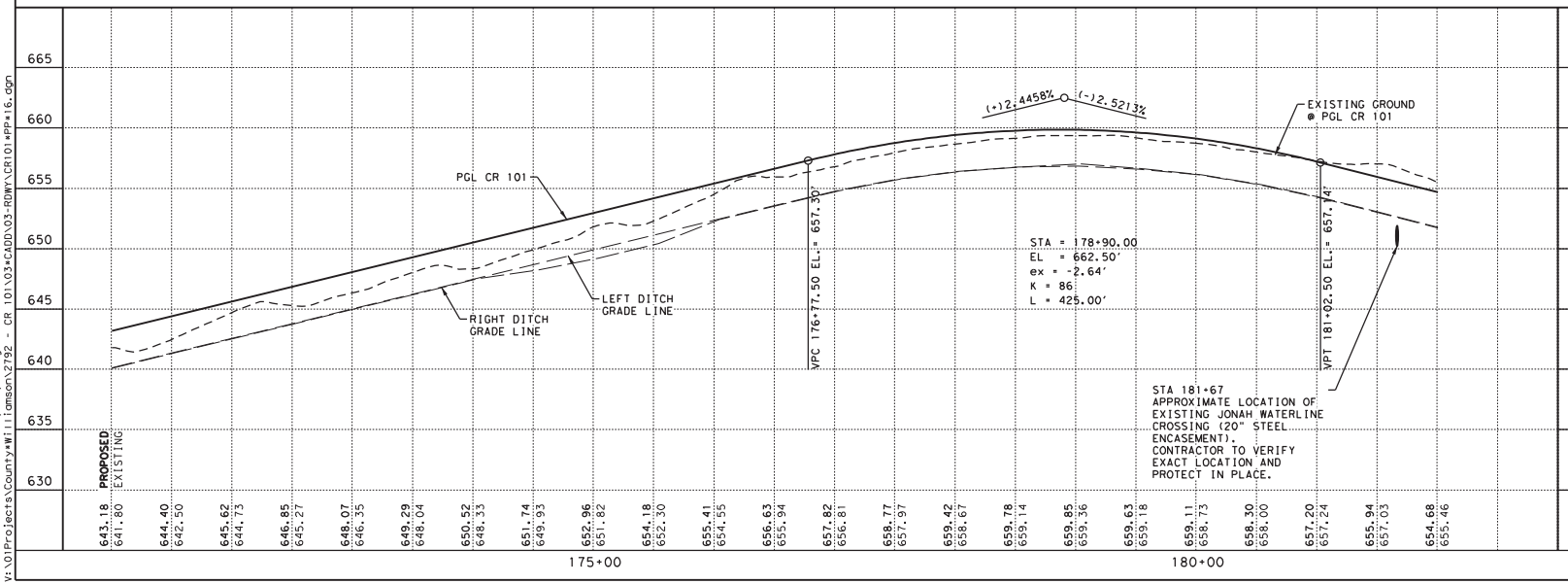
LEGEND:

- EXISTING SIGN
- MAILBOX
- DIRECTION OF TRAFFIC
- DW# DRIVEWAY NUMBER
- CURVE # ALIGNMENT CURVE NUMBER
- DITCH FLOW DIRECTION

NOTES:

1. SEE INTERSECTION LAYOUTS FOR ADDITIONAL INFORMATION.
2. SEE DRIVEWAY AND INTERSECTION DETAILS FOR ADDITIONAL INFORMATION.
3. ALL MBGF LENGTH OF NEED CALCULATIONS BASED ON ULTIMATE TYPICAL SECTION (3-12' LANES WITH 4' SHOULDERS)

SCALE: 1"=100' H
1"=10' V



ERIN N. GONZALES
102407
LICENSED PROFESSIONAL ENGINEER
STATE OF TEXAS
7/12/2019

BGE, Inc.
101 Louis Henna Blvd, Suite 400, Austin, TX 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPE Registration No. F-1046

CR 101

ROADWAY PLAN & PROFILE

SHEET 16 OF 19

FED.RD. DIV.NO.	PROJECT NO.		SHEET NO.
6			117
STATE	DIST.	COUNTY	
TEXAS	AUS	WILLIAMSON	
CONT.	SECT.	JOB	HIGHWAY NO.
			CR 101

7/12/2019 8:45:33 AM pdf.pltcfg
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Commissioners Court - Regular Session **59.**

Meeting Date: 09/28/2021

2138 CR 101 Change Order No. 4

Submitted By: Mayra Ramos, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding Change Order No. 4 in the amount of ($366,519.81) for 2138 CR 101 (James Construction), a Road Bond project in Commissioner Pct. 4. Project: 269 Funding Source: Road Bond.

Background

This Change Order adds a force account item to the Contract to compensate the contractor for pavement repairs in the roadway and to perform grading to prevent future saturation. This Change Order also removes quantities for various Jonah Water SUD water line items, due to an alignment shift at the southern end of the project at the US 79 intersection.

Item 999-WC01 Force Account-Roadway Repairs and Grading on North End is being added to pay the contractor for pavement repairs and to perform grading.

Pavement repairs are necessary, due to recent rains that created an area of ponding water adjacent to the roadway. The standing water migrated into the roadway embankment and saturated the subgrade. This caused a failure in the new roadway at the north end of the project. The repair will consist of:

- Excavating approximately 5’ below the current finished grade of the roadway to remove wet material. Actual depth of excavation will be determined based on moisture content of material encountered.
- Placing large rock in the bottom of the excavation to establish a good foundation.
- Place embankment material with low clay content or flexible base to level with original pavement section.
- To expedite construction, full-depth hot mix asphalt will be considered in lieu of flexible base.

In addition to the pavement repair, the contractor will regrade the area to prevent water from ponding next to the roadway again. Tracking the contractor’s actual cost by force account is the best method to determine the cost of the work, because some elements of the work are unknown at this time.

The original Jonah Water relocation plans show relocations that were necessary for the proposed CR 101 alignment that was revised and moved further north. This change made the original Jonah Water relocation length of pipe and appurtenances shown on the attached sheets no longer necessary.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/23/2021 10:46 AM
Form Started By: Mayra Ramos		Started On: 09/17/2021 02:04 PM
Final Approval Date: 09/23/2021		

5880 WEST HWT 190, SUITE 100
BELTON, TX 76513
PHONE: (254) 939-8610
FAX: (254) 939-8611

Primoris Services Corporation
James Construction Group

9/16/2021

HNTB CORPORATION
Attention: Eddie Church
101 E. Old Settlers Blvd, Suite 100
Round Rock, TX 78664

RE: WILLIAMSON Co. – CR101
Job #: 2138
CO-04 (Pavement & Jonah)

Dear Mr. Church,

Please see attached sign Change Order #4 for the above referenced project.

Please review, sign and return an executed copy.

James Construction Group does not waive any original contract conditions to submit costs of claims associated or arising from delayed or changed work. This includes occasions when it becomes necessary to preform extra work at Williamson County's request. Upon execution of Williamson County's change order form, the contractor reserves its right to submit or claim any extra costs, overhead and delay time with associated cost arising from or pertaining to the change order.

Regards,
James Construction Group

Alexander Krejchi
Project Engineer

CC:

WILLIAMSON COUNTY, TEXAS
CHANGE ORDER NUMBER: 4

1. CONTRACTOR: James Construction

2. Change Order Work Limits: Sta. 23+35 to Sta. 200+00

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

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

Project:	*2138*
Roadway:	*CR 101*
CSJ Number:	

5. Describe the work being revised:

3C. County Convenience. Implementation of a Value Engineering finding. This Change Order removes quantities for various Jonah Water SUD water line items, due to an alignment shift at the southern end of the project at the US 79 intersection. **3F. County Convenience. Additional work desired by the County.** This change order adds a force account item to the contract to compensate the contractor for pavement repairs in the roadway and to perform grading to prevent future saturation.

6. Work to be performed in accordance with Items: **See attached.**

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

8. New Special Provisions/Specifications to the contract are attached: ☐ Yes ☑ No

9. New Special Provisions to Item N/A No. N/A, Special Specification Item N/A are attached.

Each signatory hereby warrants that each has the authority to execute this Change Order (CO).

The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses, additional changes for time, overhead and profit, or loss of compensation as a result of this change.

THE CONTRACTOR Date 9/16/21

By

Typed/Printed Name Rick Lewis

Typed/Printed Title Division Manager

The following information must be provided

Time Ext. #: N/A Days added on this CO: 0

Amount added by this change order: **($366,519.81)**

RECOMMENDED FOR EXECUTION:

Project Manager 9/16/21
Date

N/A
Design Engineer Date

Program Manager 9/17/2021
Date

Design Engineer's Seal:

County Commissioner Precinct 1 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 2 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 3 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 4 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Judge Date
☐ APPROVED

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: *4* ***Project #*** *2138*

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
999-WC01	FORCE ACCOUNT-ROADWAY REPAIRS AND GRADING ON NORTH END	LS	$1.00	0.00	$0.00	90,000.00	90,000.00	$90,000.00	$90,000.00
J103-01	16" C-905, DR-18 PVC PIPE; W/ TRACER WIRE; INSTALLED	LF	$101.21	697.00	$70,543.37	-540.00	157.00	$15,889.97	($54,653.40)
J103-01	12" C-900, DR-18 PVC PIPE; W/ TRACER WIRE; INSTALLED	LF	$81.30	51.00	$4,146.30	-15.00	36.00	$2,926.80	($1,219.50)
J103-01	6" C-900, DR-18 PVC PIPE; W/ TRACER WIRE; INSTALLED	LF	$186.48	5.00	$932.40	-5.00	0.00	$0.00	($932.40)
J103-01	4" C-900, DR-18 PVC PIPE; W/ TRACER WIRE; INSTALLED	LF	$35.73	2,420.00	$86,466.60	-15.00	2,405.00	$85,930.65	($535.95)
J103-01	24" STEEL ENC. PIPE, BORED WITH 16" C-905, DR-18 RJ CARRIER PIPE; INSTALLED	LF	$532.36	700.00	$372,652.00	-575.00	125.00	$66,545.00	($306,107.00)
J103-01	16" GATE VALVE, BOX, AND MARKER; INSTALLED	EA	$6,797.76	15.00	$101,966.40	-8.00	7.00	$47,584.32	($54,382.08)
J103-01	6" GATE VALVE, BOX, AND MARKER; INSTALLED	EA	$1,665.60	1.00	$1,665.60	-1.00	0.00	$0.00	($1,665.60)
J103-01	CONNECT NEW 16" TO EXISTING 16"; INSTALLED	EA	$4,400.00	4.00	$17,600.00	-1.00	3.00	$13,200.00	($4,400.00)
J103-01	CONNECT NEW 12" TO EXISTING 12"; INSTALLED	EA	$3,300.00	3.00	$9,900.00	-3.00	0.00	$0.00	($9,900.00)
J103-01	CONNECT EXISTING 4" TO NEW 4"; INSTALLED	EA	$794.00	4.00	$3,176.00	-1.00	3.00	$2,382.00	($794.00)
J103-01	CAP EXISTING 12" WATERLINE; INSTALLED	EA	$929.73	1.00	$929.73	-1.00	0.00	$0.00	($929.73)
J103-01	INSTALL NEW FIRE HYDRANTS ASSEMBLY; INSTALLED	EA	$4,891.45	3.00	$14,674.35	-2.00	1.00	$4,891.45	($9,782.90)
J103-01	CAP AND GROUT FILL ABANDONED WATERLINES WITHIN TXDOT AND RAILROAD R.O.W.; COMPLETE PER MODIFIED SPECIAL SPEC. 7076	LF	$27.90	380.00	$10,602.00	(380.00)	0.00	$0.00	($10,602.00)
J103-01	TRENCH SAFETY	LF	$1.07	3,423.00	$3,662.61	-575.00	2,848.00	$3,047.36	($615.25)
TOTALS					$698,917.36			$332,397.55	($366,519.81)

CHANGE ORDER REASON(S) CODE CHART

1. Design Error or Omission	1A. Incorrect PS&E 1B. Other
2. Differing Site Conditions (unforeseeable)	2A. Dispute resolution (expense caused by conditions and/or resulting delay) 2B. Unavailable material 2C. New development (conditions changing after PS&E completed) 2D. Environmental remediation 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9) 2F. Site conditions altered by an act of nature 2G. Unadjusted utility (unforeseeable) 2H. Unacquired Right-of-Way (unforeseeable) 2I. Additional safety needs (unforeseeable) 2J. Other
3. County Convenience	3A. Dispute resolution (not resulting from error in plans or differing site conditions) 3B. Public relations improvement 3C. Implementation of a Value Engineering finding 3D. Achievement of an early project completion 3E. Reduction of future maintenance 3F. Additional work desired by the County 3G. Compliance requirements of new laws and/or policies 3H. Cost savings opportunity discovered during construction 3I. Implementation of improved technology or better process 3J. Price adjustment on finished work (price reduced in exchange for acceptance) 3K. Addition of stock account or material supplied by state provision 3L. Revising safety work/measures desired by the County 3M. Other
4. Third Party Accommodation	4A. Failure of a third party to meet commitment 4B. Third party requested work 4C. Compliance requirements of new laws and/or policies (impacting third party) 4D. Other
5. Contractor Convenience	5A. Contractor exercises option to change the traffic control plan 5B. Contractor requested change in the sequence and/or method of work 5C. Payment for Partnering workshop 5D. Additional safety work/measures desired by the contractor 5E. Other
6. Untimely ROW/Utilities	6A. Right-of-Way not clear (third party responsibility for ROW) 6B. Right-of-Way not clear (County responsibility for ROW) 6C. Utilities not clear 6D. Other

Williamson County Road Bond Program
CR 101 Improvements
Williamson County Project No. 2138

Change Order No. 4

Reason for Change

This Change Order adds a force account item to the Contract to compensate the contractor for pavement repairs in the roadway and to perform grading to prevent future saturation. This Change Order also removes quantities for various Jonah Water SUD water line items, due to an alignment shift at the southern end of the project at the US 79 intersection.

Item 999-WC01 Force Account-Roadway Repairs and Grading on North End is being added to pay the contractor for pavement repairs and to perform grading.

Pavement repairs are necessary, due to recent rains that created an area of ponding water adjacent to the roadway. The standing water migrated into the roadway embankment and saturated the subgrade. This caused a failure in the new roadway at the north end of the project. The repair will consist of:

- Excavating approximately 5’ below the current finished grade of the roadway to remove wet material. Actual depth of excavation will be determined based on moisture content of material encountered.
- Placing large rock in the bottom of the excavation to establish a good foundation.
- Place embankment material with low clay content or flexible base to level with original pavement section.
- To expedite construction, full-depth hot mix asphalt will be considered in lieu of flexible base.

In addition to the pavement repair, the contractor will regrade the area to prevent water from ponding next to the roadway again. Tracking the contractor’s actual cost by force account is the best method to determine the cost of the work, because some elements of the work are unknown at this time.

The original Jonah Water relocation plans show relocations that were necessary to the proposed CR 101 alignment that was revised and moved further north. This change made the original Jonah Water relocation length of pipe and appurtenances shown on the attached sheets are no longer necessary.

Following is a summary of new items required for this change order.

ITEM	DESCRIPTION	QTY	UNIT
999-WC01	FORCE ACCOUNT-ROADWAY REPAIRS AND GRADING ON NORTH END	1	LS

This Change Order results in a decrease of $366,519.81 to the Contract amount, for an adjusted Contract total of $13,034,774.74. The original Contract amount was $13,092,842.00. As a result of this and all Change Orders to-date, $58,067.26 has been deducted from the Contract, resulting in a .44% net decrease in the Contract cost. No additional days will be added to or deducted from the Contract as a result of this Change Order.

HNTB Corporation

Lowell D. Choate, P.E.

Clayton Weber

From: Erin Gonzales <EGonzales@bgeinc.com>
Sent: Thursday, July 29, 2021 5:45 PM
To: Clayton Weber
Cc: Elena Ramon; 62811_2138_CR101; Eddie R. Church; Kyle McCoy; Lowell Choate; Wes Jasek; Linda Barlow; David Leavell; mmcdaniel@hvj.com
Subject: RE: 2138-CR 101 Geotechnical

Clayton,
Below is information provided by HVJ and include a concurrence with the approach proposed with some additional suggestions. Please let me know if you have any questions or comments.

Thanks!
Erin

A site visit to the subject project was conducted on 29Jul2021. Distresses were arcing cracks that have grown to approximately ½" in width over an approximate 60 ft length. The cracked area appeared to be depressed by about 4" at the edge of pavement. The depression was approximately centered on a section of roadway that was adjacent to an area that had held water and now that the water has dissipated or pumped out, the depression and cracking is appearing and potentially growing. Height of roadway front slope is about 10ft with some reveal of an approximate 5ft vertical face into the water reservoir.

Observations: Cracking in the unpaved shoulder, cracking in the roadway. Cracking was arc shaped intersecting the edge of pavement and extending to approximately 20 ft into the roadway paved surface over approximately 60ft.

Although there is no data to prove or disprove the position, I think this cracking is due to the subsidence of soil because of water being removed from the soil structure (drying and weeping). Adjacent sections of the same water retention area, soil slope height, and pavement structure have no observed signs of failure. Additionally, shallow cracking observed on the unpaved shoulder, also arc shaped, show no signs or locations where sluffing at the toe of slope has occurred nor is there a large vertical displacement on either side of a crack. It is possible the subgrade and thus the structure is "moving" which may look like a slope failure but could be a result of edge rotation caused by the subsidence of underlying material that has caused the surface and other pavement layers to crack.

Mitigation: It was suggested by others to dig out the pavement structure, which includes HMAC, flexible base, and lime treated subgrade, and reconstruct. I would agree with the approach but suggest the following:

1. **Excavate beyond the current limits of cracking**
2. **Place a geosynthetic—high strength—there are grids and fabrics that can be used—physically attach pieces together instead of overlapping only**
3. **Place an aggregate layer—a 3x5 rock or other such sound and volume building material may be used, just not a fine grained material with no strength when saturated**
4. **Place an appropriate fabric or grid over the aggregate layer. If the concern is the loss of fines of materials placed on the 3x5 rock layer, one could "choke" off the large aggregate surface by intermixing smaller aggregate to make it less porous at the top of this layer or use a flex base instead.**
5. **Place the pavement structure on the geosynthetic or other material required to meet structural considerations.**

What has been provided are suggestions for consideration and not a representation of structural adequacy. Even though I do not believe this distress is caused by a slope failure, a proper investigation of layers beneath the pavement is required to determine whether a slope failure has been the cause of cracking and subsidence.

Erin N. Sobotik Gonzales, PE, CFM
Central Texas Director of Transportation
7330 San Pedro, Suite 202
San Antonio, TX 78216
Direct: 512-879-0425
Cell: 361-798-6110

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From: Clayton Weber <cweber@HNTB.com>
Sent: Thursday, July 29, 2021 10:22 AM
To: Erin Gonzales <EGonzales@bgeinc.com>
Cc: Elena Ramon <ERamon@bgeinc.com>; 62811_2138_CR101 <62811_2138_CR101@HNTB.com>; Eddie R. Church <erchurch@HNTB.com>; Kyle McCoy <klmccoy@HNTB.com>; Lowell Choate <lchoate@HNTB.com>; Wes Jasek <WJasek@bgeinc.com>; Linda Barlow <LBarlow@hvj.com>; David Leavell <DLeavell@bgeinc.com>
Subject: RE: 2138-CR 101 Geotechnical

Any update on the status of the response from our meeting yesterday morning. We want to get the repair started as soon as possible.

Clayton K. Weber, Construction Manager
HNTB
Tel (512) 539-9342
Email cweber@hntb.com

From: Erin Gonzales <EGonzales@bgeinc.com>
Sent: Tuesday, July 27, 2021 2:36 PM
To: Clayton Weber <cweber@HNTB.com>
Cc: Elena Ramon <ERamon@bgeinc.com>; 62811_2138_CR101 <62811_2138_CR101@HNTB.com>; Eddie R. Church <erchurch@HNTB.com>; Kyle McCoy <klmccoy@HNTB.com>; Lowell Choate <lchoate@HNTB.com>; Wes Jasek <WJasek@bgeinc.com>; Linda Barlow <LBarlow@hvj.com>; David Leavell <DLeavell@bgeinc.com>
Subject: RE: 2138-CR 101 Geotechnical

Clayton,
I spoke with Linda Barlow with HVJ and she is working with her staff to find a time they can get out to see the site. In the interim, do you have any photos of the failures to share with them?

Thanks!

Erin

Erin N. Sobotik Gonzales, PE, CFM
Central Texas Director of Transportation
7330 San Pedro, Suite 202
San Antonio, TX 78216
Direct: 512-879-0425
Cell: 361-798-6110

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From: Clayton Weber <cweber@HNTB.com>
Sent: Tuesday, July 27, 2021 12:08 PM
To: David Leavell <DLeavell@bgeinc.com>
Cc: Erin Gonzales <EGonzales@bgeinc.com>; Elena Ramon <ERamon@bgeinc.com>; 62811_2138_CR101 <62811_2138_CR101@HNTB.com>; Eddie R. Church <erchurch@HNTB.com>; Kyle McCoy <klmccoy@HNTB.com>; Lowell Choate <lchoate@HNTB.com>
Subject: Re: 2138-CR 101 Geotechnical

Is the geotechnical consultant for this project is available to review the roadway failure on the north end of the project.please let me know ASAP because this issue is time critical. Give me a call if you have any questions

Sent from my iPhone

This e-mail and any files transmitted with it are confidential and are intended solely for the use of the individual or entity to whom they are addressed. If you are NOT the intended recipient and receive this communication, please delete this message and any attachments. Thank you.

Clayton Weber

From: Clayton Weber
Sent: Friday, July 30, 2021 2:36 PM
To: 'Alexander Krejchi'; Paul Hering
Cc: Christen Eschberger; Lowell Choate; 62811_2138_CR101; Steven Shull; Kyle McCoy
Subject: CR 101 Pavement repair on north end

We have reviewed the cracks in the new pavement located on the north end of the project. We request the following repair procedure:

1. We will paint out the limits of the repair which will correspond to the cracks that are visible in the pavement.
2. This area should be excavated out and moved or redistributed toward the pond to fill in the pond and shore up the slope of the roadway.
3. The depth of the excavation will be approx. 5' below the current finished grade of the roadway. At this depth the existing material will be evaluated to determine if additional excavation is required.
4. The existing geogrid should be cut out to allow the excavation of the material.
5. When the depth of excavation is completed, we want large rock, (12"-18") to be placed in the bottom of the excavation to thickness of approx. 2'. (could be more depending on depth of excavation and material encountered)
6. On top of the rock we want flex base or old base/asphalt spoils from the old roadway to be placed to the level of the lime treated subgrade.
7. Flex base will be placed in the pavement section in lieu of the lime treated subgrade.
8. Geogrid will be placed at the level to match the existing geogrid. The geogrid in the patch will be tied to the existing geogrid.
9. Place original pavement section in pavement repair area.
10. To expedite construction full depth hot mix will be considered in lieu of flex base.
11. Outside the limits of the original cut line and prior to completion of the hot mix section the existing pavement will be sawcut to provide a new good edge for the repair.
12. To prevent risk of further damage we request that the excavation and embankment be performed in a continuous operation.
13. A separate force account item will be added to the contract by a change order to compensate James Construction for this work. Additional time and impacts will be evaluated at the end of the project.
14. This resolution has been reviewed and agreed to by the Engineer of record and Geotech. No plan sheets will be made available for this repair.

Let me know of any questions.

Clayton K. Weber, Construction Manager
Tel (512-527-6718 **Cell** (512) 539-9342 **Email** cweber@hntb.com
HNTB CORPORATION
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AND MORE THAN 100 YEARS IN THE REGION
101 E. Old Settlers Blvd, Ste 100 | Round Rock, Texas 78664 | hntb.com

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EXISTING 16" WATERLINE; FIELD VERIFY EXACT LOCATION

PROPOSED 5'X10' BORE RECEIVING PIT; ACTUAL DIMENSIONS MAY VARY

R.O.W. LINE

CONNECT PROPOSED 16" TO EXISTING 16" GATE VALVE; INSTALL 16"X16"X12" TEE

INSTALL PROPOSED 16" TEE; INSTALL 16" GATE VALVE; INSTALL FIRE HYDRANT ASSEMBLY

CONNECT PROPOSED 12" PIPE TO EXISTING 12" GATE VALVE; FIELD VERIFY EXACT LOCATION

BORE AND INSTALL 65 L.F. OF 24" STEEL ENCASEMENT WITH 16" C900, DR18 RJ PVC CARRIER PIPE

PROPOSED 30'X50' BORE PIT; ACTUAL DIMENSIONS MAY VARY

PI: A-0+00.00

BP: A-0+00.00

PI: A-0+05.99

15' WIDE JONAH WATER EASEMENT

INSTALL 16" TEE; INSTALL 2-16" GATE VALVES; INSTALL 16"X12" REDUCER; CONNECT PROPOSED 12" TO EXISTING 12"; FIELD VERIFY

PROPOSED 16" C-900 DR18 PVC PIPE WITH TRACER WIRE

EXISTING 12" WATERLINE; FIELD VERIFY EXACT LOCATION

OLD CR 101

A-1+00.00

A-2+00.00

PI: A-2+13.16

PI: A-2+86.96

EXISTING CR 101

PROPOSED CR 101

14+00.00

13+00.00

12+00.00

11+00.00

10+00.00

40 80 Feet

STA. A-4+81.81; STA. B-0+00; SEE SHT. 4 CONTINUATION

PROPOSED 30'X50' BORE PIT; ACTUAL DIMENSIONS MAY VARY

PI: A-4+04.36

A-3+00.00

A-4+00.00

A-5+00.00

A-6+00.00

B-0+00.00

BP: B-0+00.00

B-1+00.00

INSTALL 12" CAP; FIELD VERIFY

R.O.W.

INSTALL 2 -16" GATE VALVES AND BOXES; INSTALL 16" TEE

EXISTING 12" WATERLINE TO BE ABANDONED IN PLACE; FIELD VERIFY EXACT LOCATION

EXISTING GATE VALVES ON ABANDONED LINES SHALL BE REMOVED

SEE SHEET 4

HWY 79

CAUTION; AT&T LINE TO BE RELOCATED TO APPROX. 3' OFFSET OF PROPOSED R.O.W. LINE; MAY BE INSTALLED AT TIME OF THIS CONTRACT

BORE AND INSTALL 155 L.F. OF 24" STEEL ENCASEMENT WITH 16" C900, DR18 RJ PVC CARRIER PIPE

PROPOSED 5'X10' BORE RECEIVING PIT; ACTUAL DIMENSIONS MAY VARY

INSTALL 16" GATE VALVE, BOX, AND MARKER

PI: A-6+27.90

EP: A-7+43.34

PI: A-7+08.34

A-7+09.43.34

INSTALL 16"X12" REDUCER; CONNECT PROPOSED 12" TO EXISTING 12"

N 17° 17' 23" W

REVISION DESCRIPTION DATE BY CKD

Jonah Water S.U.D.

Williamson County, Texas

2016 - C.R. 101; Utility Relocation

STA. A-0+00 TO A-7+13; PLAN SHEET

DESIGN: mww
DRAWN: mww
CKD: mww

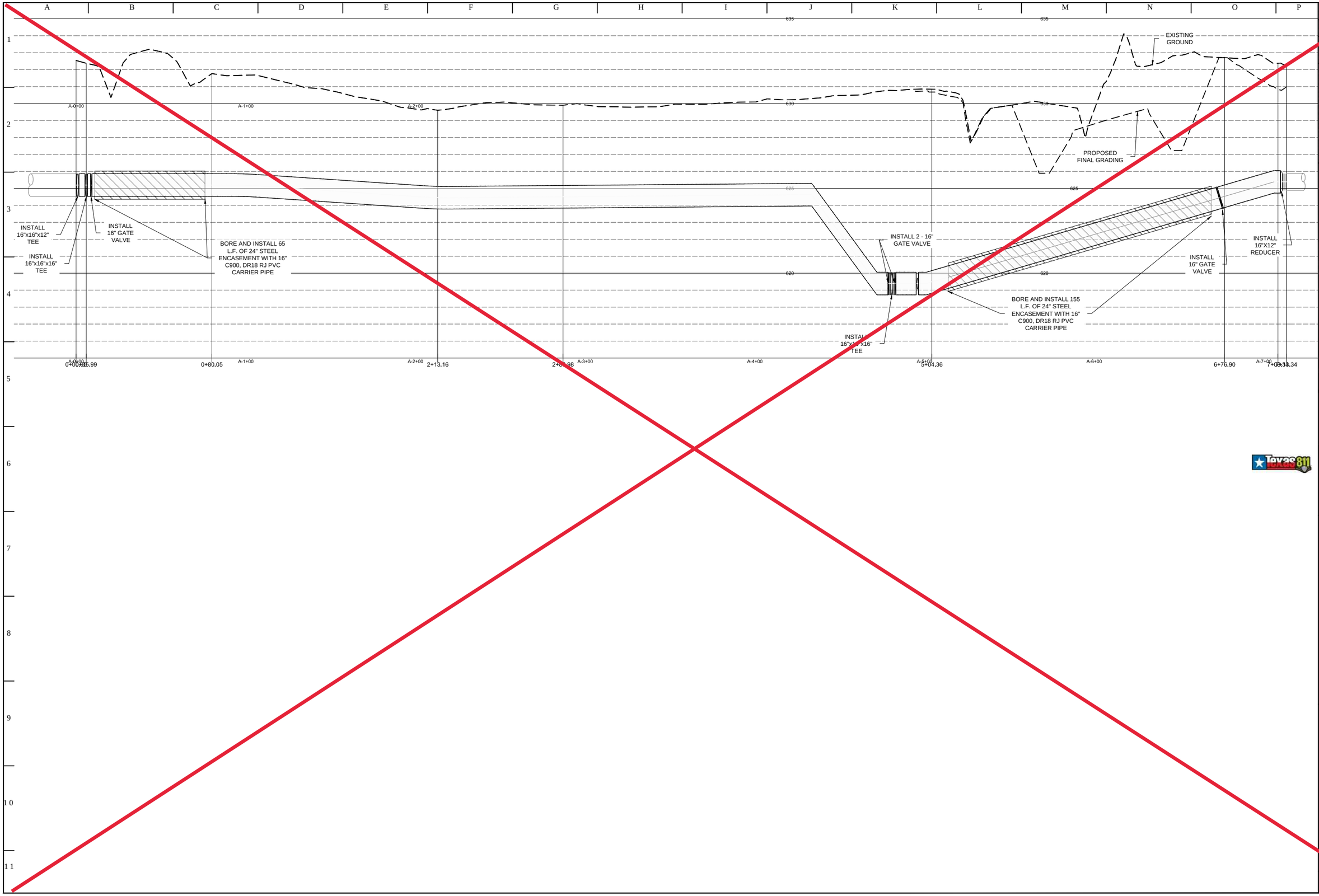
SEAL:

STATE OF TEXAS
MILES W. WHITNEY
116154
LICENSED
PROFESSIONAL ENGINEER

APPROVED:

DATE: 2/1/19

COYOTE CONSULTING, LLC
T.B.P.E. F-16387
P.O. Box 24189
Waco, TX 76702
Ph. 254-744-3439



Texas 811

REVISION DESCRIPTION	DATE	BY	CKD

Jonah Water S.U.D.

Williamson County, Texas

2016 - C.R. 101; Utility Relocation

STA. A-0+00 TO A-7+13; PLAN SHEET

DESIGN: mww
DRAWN: mww
CKD: mww

SEAL:

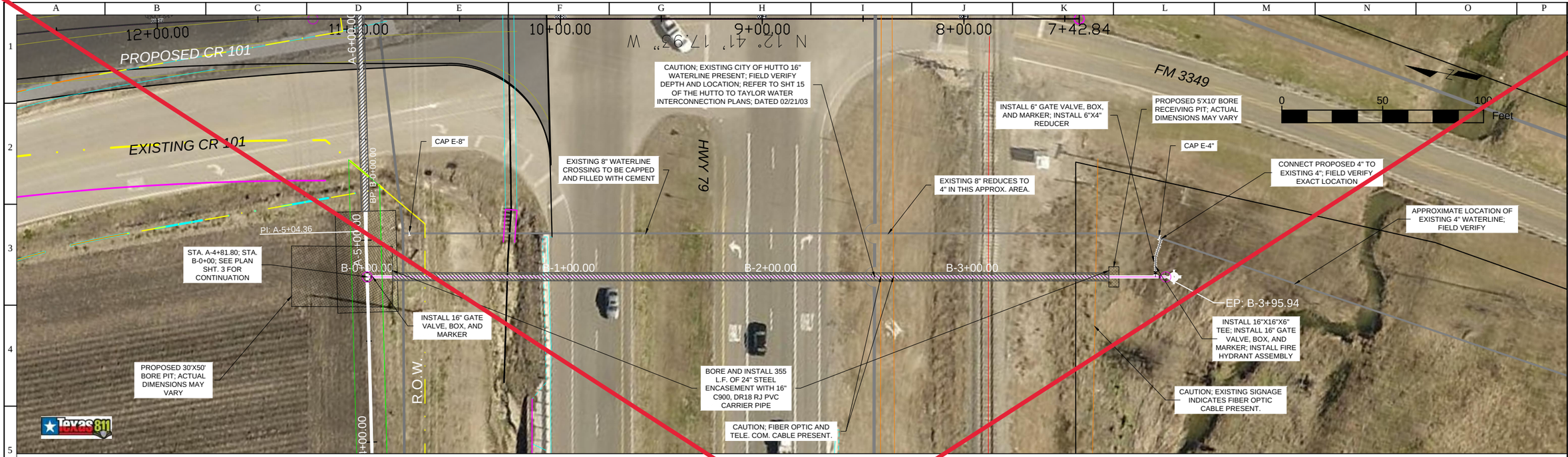
STATE OF TEXAS
MILES W. WIGTNEY
116154
LICENSED PROFESSIONAL ENGINEER
P.E.

APPROVED:

DATE: 2/1/19

COYOTE CONSULTING, LLC
T.B.P.E. F-16387
P.O. Box 24189
Waco, TX 76702
Ph. 254-744-3439

SHEET 3 OF 15



REVISION	DESCRIPTION	DATE	BY	CKD

Jonah Water S.U.D.

Williamson County, Texas

2016 - C.R. 101; Utility Relocation

STA. B-0+00 TO B-3+95

DESIGN: mww
DRAWN: mww
CKD: mww

SEAL:

STATE OF TEXAS
MILES W. WHITNEY
116154
LICENSED
PROFESSIONAL ENGINEER
P.E.

APPROVED:

DATE: 2/1/19

AYOTE CONSULTING, LLC
T.B.P.E. F-16387
P.O. Box 24189
Waco, TX 76702
Ph. 254-744-3439

SHEET 4 OF 17

Commissioners Court - Regular Session **60.**

Meeting Date: 09/28/2021

Order Annexing

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an Order Regarding Annexation By City of Round Rock, Texas of A Portion of A.W. Grimes Blvd. (CR 170) Right Of Way.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Order Annexing

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/22/2021 04:05 PM
Form Started By: Charlie Crossfield		Started On: 09/22/2021 03:50 PM
Final Approval Date: 09/22/2021		

ORDER REGARDING ANNEXATION BY CITY OF ROUND ROCK, TEXAS OF A PORTION OF A.W. GRIMES BLVD. (CR 170) RIGHT OF WAY

WHEREAS, Williamson County (the "County") owns and/or maintains portions of County Road 170 between Roundville Lane and Glenn Drive, which are also known as A.W. Grimes Blvd. ("Grimes"), a 0.84 acre portion of which is more particularly identified as the Subject Tract on Exhibit "A" attached hereto and incorporated herein; and

WHEREAS, the City of Round Rock, Texas (the "City") is in the process of annexing or has already annexed certain properties adjacent to the Subject Tract and desires to also annex the Subject Tract; and

WHEREAS, Section 43.1055 of the Texas Local Government Code allows the County to request municipal annexation of county roadways;

NOW, THEREFORE, the Commissioners Court of Williamson County, Texas does hereby order the following:

1. The County hereby requests that the City annex the 0.84 acre Subject Tract as described in Exhibit "A", attached hereto and incorporated herein, into the city limits of Round Rock, Texas.

SIGNED this _____ day of _____, 2021.

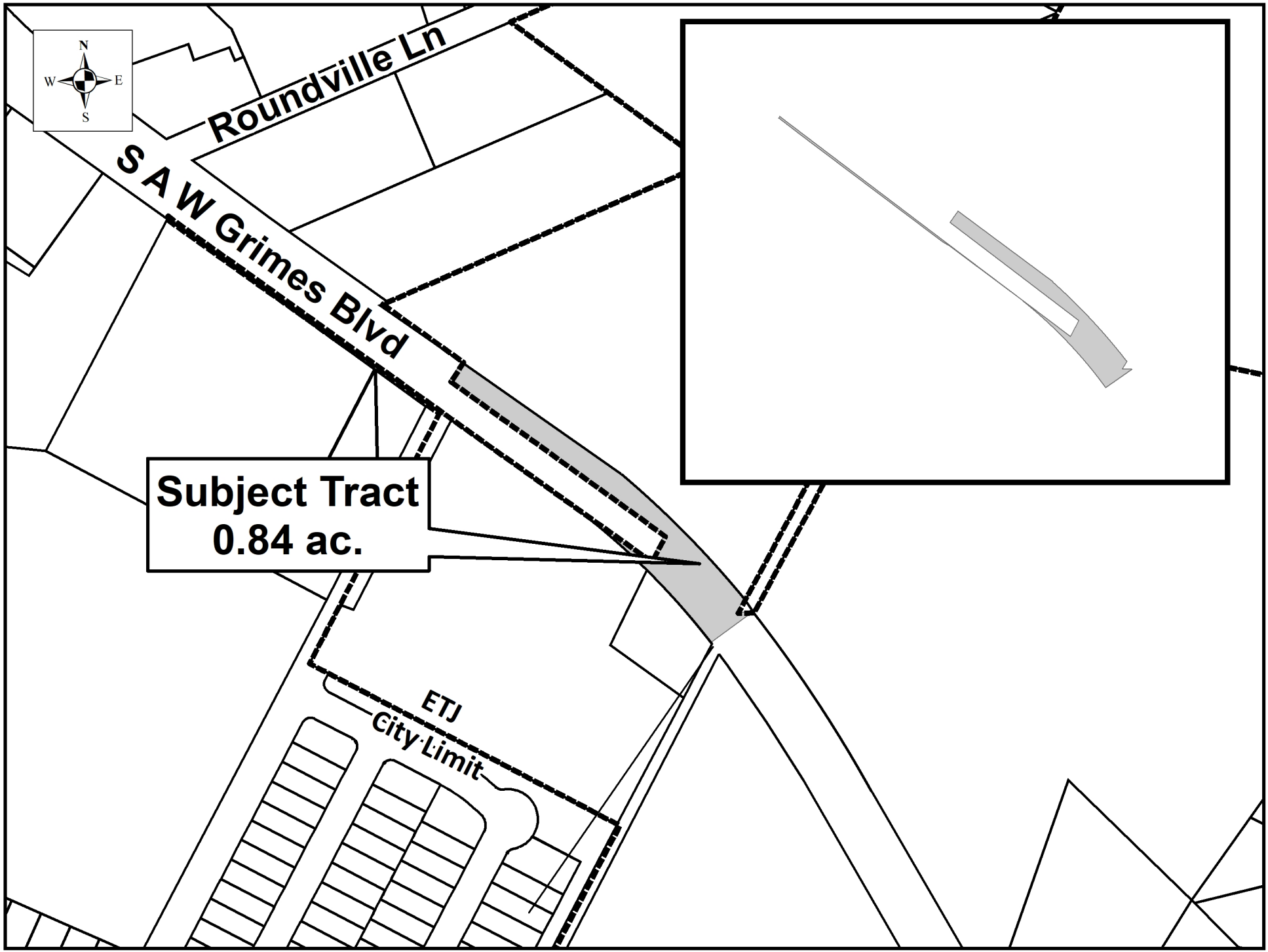
WILLIAMSON COUNTY, TEXAS

By:_____
Bill Gravell, Jr., County Judge

Attest:

_____
Nancy Rister, County Clerk

EXHIBIT “A” (SUBJECT TRACT EXHIBIT) FOLLOWS THIS PAGE


N
W
E
S
Roundville Ln
S A W Grimes Blvd
Subject Tract
0.84 ac.
ETJ
City Limit

Commissioners Court - Regular Session **61.**

Meeting Date: 09/28/2021

Jonah Letter 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 Daniel Dwayne Krueger for a Jonah replacement Waterline Easement needed on the Southeast Loop Segment 3 (Parcel 92WE). Funding Source: Road Bond P332.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Jonah Letter Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/22/2021 04:07 PM
Form Started By: Charlie Crossfield		Started On: 09/22/2021 03:54 PM
Final Approval Date: 09/22/2021		

Sheets & Crossfield, PLLC

ATTORNEYS AT LAW

309 East Main Street • Round Rock, TX 78664-5246

Phone 512-738-8725 (D) • fax 512-255-8986

don@scrrlaw.com

September 8, 2021

Via e-mail hippohank@aol.com
Daniel Dwayne Krueger
11901 Hwy 79
Hutto, Texas 78634

Re: Williamson County—Southeast Loop Ph.3
Jonah SUD replacement waterline easement
Parcel No.: 92WE

Dear Dwayne:

Please allow this letter to set out my understanding regarding our Agreement for the acquisition of a permanent waterline easement to Jonah Water Special Utility District ("Jonah") in and across portions of your property ("Owner") as part of Williamson County's ("County") proposed improvements to Southeast Loop/Corridor A1 and related utility adjustments ("Project").

By execution of this letter the parties agree as follows:

1. In return for Owner's delivery to Jonah of a fully executed and acknowledged waterline easement ("Easement") in and to a 0.066 acre (2,866 SF) of land, and in the form as set out in Exhibit "A" attached hereto and incorporated herein, County shall pay Owner the sum of **$5,732.00** in cash or other good funds.

2. If requested by County, the Closing and completion of this transaction shall take place at a title company of County's choice ("Title Company") within thirty (30) days after full execution of this Agreement, or at other date and time agreed to between the parties.

Upon request Owner shall provide reasonable assistance, at no cost to Owner, to cause the Title Company to issue a policy of title insurance, with standard printed exceptions, to Jonah in completion of this transaction. County shall be responsible for all fees and costs associated with this transaction, except that each party shall be responsible for any attorney's fees they incur. Owner shall assist County and Title Company with any curative measures or mortgage lien consent or subordination required as a condition of the Closing.

3. 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 where indicated and return it to me, and we will have this approved and signed by the County and process this for payment and Closing 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,

Don Childs
Sheets & Crossfield, PLLC

AGREED:

Daniel Dwayne Krueger

Date: 9-13-2021

ACCEPTED AND AGREED:

WILLIAMSON COUNTY, TEXAS

By:_____
Bill Gravell, Jr.
County Judge

Date:_____

EXHIBIT "A" FORM OF EASEMENT FOLLOWS

WATERLINE EASEMENT

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

GRANT OF EASEMENT:

DANIEL DWAYNE KRUEGER ("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 that certain 0.066 acre (2,866 SF) parcel of land, being a portion of 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: _____

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 13 day of September, 2021.

GRANTOR:

Daniel Dwayne Krueger

Acknowledgment

STATE OF TEXAS

COUNTY OF Williamson

This instrument is acknowledged before me on the 13 day of September, 2021, by Daniel Dwayne Krueger, in the capacity and for the purposes and consideration recited herein.

Charmayne McCall
Notary Public
STATE OF TEXAS
ID# 13309744-1
My Comm. Exp. 06/07/2025

Notary Public, State of Texas
Printed Name: Charmayne McCall
My Commission Expires: 06/07/2025

EXHIBIT A

PROPERTY DESCRIPTION FOR PARCEL 92 – W.E.

DESCRIPTION OF A 0.066 ACRE (2,866 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE J.J. STUBBLEFIELD SURVEY, ABSTRACT NO. 562 AND THE PATRICK O'DAUGHTRY SURVEY, ABSTRACT NO. 184 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF THAT CALLED 6.2200 ACRE TRACT OF LAND DESCRIBED IN PARTITION WARRANTY DEED TO DANIEL DWAYNE KRUEGER RECORDED IN DOCUMENT NO. 2000010169 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.066 ACRE (2,866 SQUARE FOOT) PARCEL BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod found in the easterly Right-of-Way (ROW) line of that called 12.318 acre tract of described in Deed (Southeast Loop (Corridor A1) Right of Way) to Williamson County, Texas recorded in Document No. 2021085098 of the Official Public Records of Williamson County, Texas, being the northwesterly corner of said remainder of the 6.2200 acre tract, same being the southwesterly corner of remainder of that called 145.59 acres described in Special Warranty Deed to Treila Krueger Aery and Daniel Dwayne Krueger recorded in Document No. 2013012468 of the Official Public Records of Williamson County, Texas, said Treila Krueger Aery conveys her interest as trustee to the Treila Krueger Aery Trust (remainder of 145.59 acres) in Special Warranty Deed recorded in Document No. 2013061155 of the Official Public Records of Williamson County, Texas, and re-recorded in Special Warranty Deed recorded in Document No. 2013103686 of the Official Public Records of Williamson County, Texas, citing the acreage as being 135.209 acres, for the northwesterly corner and **POINT OF BEGINNING** of the herein described parcel;

1) **THENCE,** departing said existing ROW line, with the common boundary line of said remainder of the 135.209 acre tract, and said remainder of the 6.2200 acre tract, **N 77°18'42" E**, for a distance of **20.01** feet to the calculated northeasterly corner of the herein described parcel;

THENCE, departing said remainder of the 135.209 acre tract, through the interior of said remainder of the 6.2200 acre tract, the following two (2) courses:

2) **S 14°31'59" E**, for a distance of **143.00** feet to the calculated southeasterly corner of the herein described parcel;

3) **S 75°28'01" W**, for a distance of **20.00** feet to a calculated point, in the easterly ROW line of said Southeast Loop (Corridor A1), same being the westerly boundary line of said reminder of the 6.220 acre tract, for the southwesterly corner of the herein described parcel and from which a 1/2" iron rod found in the existing northerly ROW line of U.S. Highway 79 (variable width ROW), being the southwesterly corner of said remainder of the 6.2200 acre tract bears with the westerly boundary line of said remainder of the 6.2200 acre tract and said easterly ROW line S 14°31'59" E, at a distance of 171.56 feet;

4) **THENCE,** with said ROW line, same being the remainder of the 6.220 acre remainder tract, **N 14°31'59" W**, for a distance of **143.64** feet to the **POINT OF BEGINNING**, containing 0.066 acre, (2,866 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.

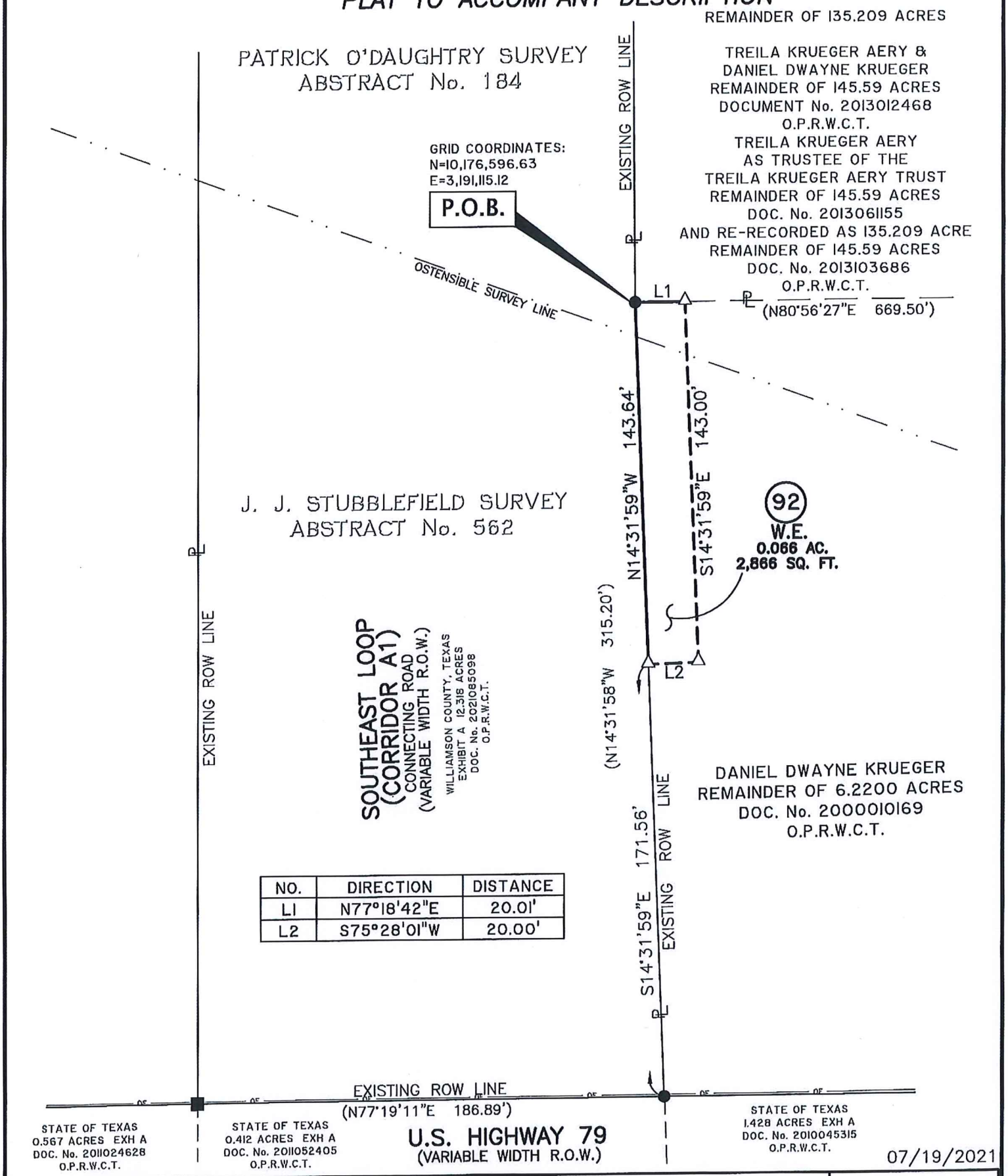
M. Stephen Truesdale — 20 July 2021
M Stephen Truesdale — Date

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

S:_HDR-PROJECTS\FM3349 OVERPASS\PARCELS\PARCEL 92-WE\ PARCEL 92-WE-KRUEGER.doc

EXHIBIT A

PLAT TO ACCOMPANY DESCRIPTION



NO.	DIRECTION	DISTANCE
L1	N77°18'42"E	20.01'
L2	S75°28'01"W	20.00'

07/19/2021

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
DANIEL DWAYNE KRUEGER

SCALE		PROJECT
1" = 50'	WILLIAMSON COUNTY	FM 3349

PARCEL 92 W.E.

EXHIBIT A

PLAT TO ACCOMPANY DESCRIPTION

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
●	I/2" IRON ROD FOUND	( )	RECORD INFORMATION
■	TxDOT TYPE I CONCRETE MONUMENT FOUND	P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS
△	CALCULATED POINT	D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
℄	PROPERTY LINE	O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
	LINE BREAK	O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
	DENOTES COMMON OWNERSHIP	—— ||| ——	ACCESS DENIAL LINE

1) 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.

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 20 July 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

STATE OF TEXAS
REGISTERED
M. STEPHEN TRUESDALE
4933
PROFESSIONAL
LAND SURVEYOR

07/19/2021

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
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PARCEL PLAT SHOWING PROPERTY OF
DANIEL DWAYNE KRUEGER

SCALE		PROJECT	PARCEL 92 W.E.
1" = 50'	WILLIAMSON COUNTY	FM 3349	PAGE 3 OF 3

Commissioners Court - Regular Session **62.**

Meeting Date: 09/28/2021

FY22 Capital Improvement Program

Submitted By: Tomika Lynce, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action to approve the projects and budgets for the 2018,2019,2020,2021 and 2022 Capital Improvement Programs; the 2013 Park Bonds; 2019 Park Bonds; 2015 Certificate of Obligation, 2019 Road Bond, Long Range Transportation (LTP) and the 2021 Tax Anticipation Note. As well as the Coronavirus Aid, Relief, and Economic Security (CARES) Act and the American Rescue Plan Act (ARPA) of 2021 funds.

Background

This is a continuation from court discussions on 9/21/2021. Attached are the financial reports and also the CIP request list with the remaining funds available.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Financial Summary

CIP List

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/23/2021 10:57 AM
Form Started By: Tomika Lynce		Started On: 09/22/2021 04:47 PM
Final Approval Date: 09/23/2021		

Unallocated August 31, 2021 (monies available to be assigned to projects)

2019 CIP: $222,267.72

2021 CIP: $835,942.20

2022 CIP: $12,700,000

2021 TAN: $200,000,290.48

2015 CO: $595,943.63

2019 Park: $180,000

LTP: $850,000

FY22 LTP R&B: $5,564,168

FY22 LTP GF: $13,877,365

Project	Project Name	Revenue	Budget	Actual Cost	Through 8/31/2021 Commitment Amount	Total Cost	Funds Available	Notes
					2015 CO			
P356	2015 CO NON-DEPARTMENTAL	$ 1,274,611.98	$ 1,274,611.98	$ 678,668.35	$ -	$ 678,668.35	$ 595,943.63	Unallocated funds
P434	Inner Loop Annex Modifications	$ 4,944,382.85	$ 4,944,382.85	$ 4,733,100.25	$ 23,905.03	$ 4,757,005.28	$ 187,377.57	
P528	JJC - Restroom/Water Fountain	$ 200,000.00	$ 200,000.00	$ -	$ 4,840.00	$ 4,840.00	$ 195,160.00	
P535	WIC Remodel at 355 Texas Ave	$ 50,000.00	$ 50,000.00	$ -	$ 2,205.00	$ 2,205.00	$ 47,795.00	
P536	Central Maintenance Service Road	$ 405,193.00	$ 405,193.00	$ -	$ -	$ -	$ 405,193.00	
P540	Jail Renovations Phase II	$ 232,997.35	$ 232,997.35	$ -	$ 232,997.35	$ 232,997.35	$ -	
P548	JP4 HUTTO REMODEL	$ 644,512.85	$ 644,512.85	$ -	$ 86,513.00	$ 86,513.00	$ 557,999.85	
					2018 CIP			
P476	Jail Security	$ 1,291.00	$ 400,000.00	$ 1,291.00	$ -	$ 1,291.00	$ 398,709.00	
P515	Justice Center - Court Room	$ 1,256,927.49	$ 1,347,469.96	$ 1,256,927.49	$ 90,542.47	$ 1,347,469.96	$ -	
P540	Jail Renovations Phase II	$ 146,076.68	$ 549,487.63	$ 146,076.68	$ 403,410.95	$ 549,487.63	$ -	
					2019 CIP			
P432	Jail Master Plan	$ 150,000.00	$ 215,000.00	$ 150,000.00	$ 86,810.00	$ 236,810.00	$ (21,810.00)	Due to commitment, project is negative/Need funds/ project on hold
P507	2019 CIP Non Departmental	$ -	$ 222,267.72	$ -	$ -	$ -	$ 222,267.72	Unallocated Funds
P515	Justice Center Remodel	$ 261,950.59	$ 2,250,000.00	$ 483,683.36	$ 1,377,444.26	$ 1,861,127.62	$ 388,872.38	
P519	JJC - Smith Branch Mitigation	$ 301,676.78	$ 5,000,000.00	$ 351,604.78	$ 268,600.27	$ 620,205.05	$ 4,379,794.95	
P529	Prime Site #2	$ 956,639.33	$ 1,306,247.59	$ 956,639.33	$ 349,608.26	$ 1,306,247.59	$ -	
P540	Jail Renovations Phase II	$ -	$ 188,746.01	$ -	$ 188,746.01	$ 188,746.01	$ -	
					2020 CIP			
P529	Prime Site #2	$ -	$ 943,752.41	$ -	$ 597,338.74	$ 597,338.74	$ 346,413.67	
P530	Children's Advocacy Center	$ 294,294.97	$ 5,500,000.00	$ 494,951.37	$ 467,575.75	$ 962,527.12	$ 4,537,472.88	
P533	JJC - HVAC System Replacement	$ 142,724.41	$ 2,000,000.00	$ 553,642.26	$ 1,280,232.11	$ 1,833,874.37	$ 166,125.63	
P539	Central Maintenance Light Pole	$ -	$ 10,478.58	$ -	$ 10,478.58	$ 10,478.58	$ -	
P540	Jail Renovations Phase II	$ -	$ 428,769.01	$ -	$ 428,769.01	$ 428,769.01	$ -	
P543	JJC - Records Room Remodel	$ -	$ 68,000.00	$ -	$ 25,365.00	$ 25,365.00	$ 42,635.00	
P556	Champion Park Restroom Reno	$ 20,964.47	$ 40,942.24	$ 34,772.23	$ 6,170.01	$ 40,942.24	$ -	
P557	Regional Park Restroom Reno	$ 31,661.97	$ 83,057.76	$ 67,184.52	$ 15,873.24	$ 83,057.76	$ -	
P583	FIF Grant Match	$ -	$ 725,000.00	$ -	$ -	$ -	$ 725,000.00	Funds not available for use, grant match only
					2021 CIP			
P515	Justice Center Remodel	$ -	$ 600,000.00	$ -	$ -	$ -	$ 600,000.00	
P537	Fiber Replacement and Addition	$ -	$ 700,000.00	$ -	$ 125,243.79	$ 125,243.79	$ 574,756.21	
P539	Central Maintenance Light Pole	$ 14,933.44	$ 46,214.42	$ 14,933.44	$ 3,867.98	$ 18,801.42	$ 27,413.00	
P540	Jail Renovations Phase II	$ -	$ 1,641,000.00	$ -	$ 1,206,158.63	$ 1,206,158.63	$ 434,841.37	
P544	JJC - Door, Intercom & Camera	$ 9,749.85	$ 875,000.00	$ 320,722.17	$ 452,291.44	$ 773,013.61	$ 101,986.39	
P562	Expo Center Support Amenities	$ 247,710.31	$ 1,500,000.00	$ 284,812.31	$ 1,215,187.69	$ 1,500,000.00	$ -	
P563	SW Regional Parking Lot	$ 148.92	$ 920,000.00	$ 594,775.77	$ 71,123.40	$ 665,899.17	$ 254,100.83	
P567	2021 CIP Non Departmental	$ -	$ 835,942.20	$ -	$ -	$ -	$ 835,942.20	Unallocated funds
P583	FIF Grant Match	$ -	$ 125,000.00	$ -	$ -	$ -	$ 125,000.00	Funds not available for use, grant match only
					2021 TAN			
P590	2021 TAN Non Departmental	$ 200,565,004.42	$ 200,565,004.42	$ 564,713.94	$ -	$ 564,713.94	$ 200,000,290.48	Unallocated Funds
					2013 Park Bond			
P207	TWIN LAKES OVERNIGHT CAMP		$ 1,351,500.00	$ 1,351,500.00	$ -	$ 1,351,500.00	$ -	
P290	2013 ROAD NON-DEPARTMENTAL		$ -	$ -	$ -	$ -	$ -	
P315	RIVER RANCH COUNTY PARK		$ 11,859,104.38	$ 11,280,840.46	$ 595,391.84	$ 11,876,232.30	$ (17,127.92)	Needs additional funds
P316	BLACKLAND HERITAGE PHASE I		$ 46,780.47	$ 3,537.50	$ -	$ 3,537.50	$ 43,242.97	
P320	SW REG PARK PAVILION		$ 922,413.93	$ 922,413.93	$ -	$ 922,413.93	$ -	
P321	Champion Park Ph 2		$ 367,957.20	$ 367,957.20	$ -	$ 367,957.20	$ -	
P418	Wilco Expo Center		$ 10,717,423.37	$ 10,717,423.37	$ -	$ 10,717,423.37	$ -	
P419	Brushy Creek Trail PH V		$ 4,040,141.48	$ 4,040,141.48	$ -	$ 4,040,141.48	$ -	
P444	Park Land Acquisition		$ 3,354,185.09	$ 2,605,869.28	$ -	$ 2,605,869.28	$ 748,315.81	
P445	Comprehensive Park Master Plan		$ 98,887.06	$ 98,887.06	$ -	$ 98,887.06	$ -	
P446	Hike & Bike Trail Pct. 1		$ -	$ -	$ -	$ -	$ -	
P447	Hike & Bike Trail Pct. 2		$ 406,827.62	$ -	$ -	$ -	$ 406,827.62	
P448	Hike & Bike Trail Pct. 3		$ 2,926,480.00	$ 467,308.47	$ 19,480.13	$ 486,788.60	$ 2,439,691.40	
P449	Hike & Bike Trail Pct.4		$ -	$ -	$ -	$ -	$ -	
P454	Bagdad Trail		$ 319,520.27	$ 319,520.27	$ -	$ 319,520.27	$ -	
P464	Expo RV Park Site		$ 1,446,851.23	$ 1,446,851.23	$ -	$ 1,446,851.23	$ -	
P465	Interpretive Center		$ 1,163,254.00	$ 883,969.07	$ 196,809.14	$ 1,080,778.21	$ 82,475.79	
P474	Expo Horse Stall Barn		$ 2,845,523.30	$ 2,776,725.32	$ 63,201.17	$ 2,839,926.49	$ 5,596.81	
P475	Expo Concession & Restrooms		$ 72,426.70	$ 67,601.55	$ 1,777.72	$ 69,379.27	$ 3,047.43	
P500	2013 PARK NON-DEPARTMENTAL		$ 1,206,034.42	$ 634,237.15	$ -	$ 634,237.15	$ 571,797.27	
					2019 Park Bond			
P342	Bagdad/CR 279 Gabriel to Jinks		$ 3,000,000.00	$ -	$ -	$ -	$ 3,000,000.00	
P343	Bagdad/CR 279(Lp 332 to CR281)		$ 4,500,000.00	$ -	$ -	$ -	$ 4,500,000.00	
P550	2019 Park Non-Departmental		$ 576,858.77	$ 296,286.60	$ -	$ 296,286.60	$ 280,572.17	$180,000 available
P551	Brushy Creek Trl/Hairy Man Rd		$ 2,505,000.00	$ 25,145.05	$ 351,005.38	$ 376,150.43	$ 2,128,849.57	
P552	Champion Park Parking Lot		$ 305,000.00	$ 109,070.66	$ 50,799.00	$ 159,869.66	$ 145,130.34	
P553	SW Reg Park to BCRT		$ 4,500,000.00	$ 31,471.00	$ 36,629.00	$ 68,100.00	$ 4,431,900.00	
P554	ILA Cedar Park Lakeline Park		$ 2,000,000.00	$ 147.00	$ -	$ 147.00	$ 1,999,853.00	
P555	YMCA Pedestrian Bridge		$ 900,000.00	$ 536.00	$ -	$ 536.00	$ 899,464.00	
P558	SWRP towards Lake Georgetown		$ 5,500,000.00	$ 33,569.68	$ 57,168.00	$ 90,737.68	$ 5,409,262.32	
P559	Berry Springs Amenities		$ 3,145,000.00	$ 67,401.00	$ -	$ 67,401.00	$ 3,077,599.00	
P560	SW Regional Park Restrooms		$ 270,000.00	$ 45,750.28	$ 40,891.00	$ 86,641.28	$ 183,358.72	
P561	Brushy Creek Trail/Redbud Ln		$ 3,125,000.00	$ 23,459.32	$ 36,688.00	$ 60,147.32	$ 3,064,852.68	
P562	Expo Center Support Amenities		$ 3,950,000.00	$ -	$ 464,029.00	$ 464,029.00	$ 3,485,971.00	
P569	RIVER RANCH SUPPORT AMENITIES		$ 1,300,000.00	$ -	$ -	$ -	$ 1,300,000.00	
					LTP			
P568	LTP NONDEPARTMENTAL	$ -	$ 850,000.00	$ -	$ -	$ -	$ 850,000.00	Unallocated funds
					2022 CIP			
TBD	TBD						$ 12,700,000.00	Unallocated funds
					FY22 LTP RB			
TBD	TBD						$ 5,564,168.00	Unallocated funds
					FY22 LTP GF			
TBD	TBD						$ 13,877,365.00	Unallocated funds
					FY22 FIF GRANT			
TBD							$ 850,000.00	Funds not available for use, grant match only

Total funds available	$ 234,825,977.03
Less LTP Funds	$ 214,534,444.03

Flood Plain Grant (funds needed)	FY22	$ 850,000.00
	FY23	$ 1,249,593.00

CAPITAL IMPROVEMENT PLAN 2022

Item #	Year Proj. needs Funding	PROJECT		Total Cost	Approved September 14, 2021	
		EMERGENCY SERVICES		**$ 12,840,000**	**$ 1,515,000**	
0120	2015	M42 Taylor Ambulance Station (Move to possible different location out of flood plain)		$ 1,250,000		
0192	2021	ESOC - Dynamic System Resilience (Motorola) / New Wilco Building or ESOC Expansion		$ 4,000,000		
0193	2022	Comprehensive Flood Monitoring System		$ 5,000,000		
0194	2022	Generator for EMS Stations: Medic 11, Medic 41, Medic 42		$ 215,000	$ 215,000.00	ARPA or CIP
0195	2022	Fire/EMS Paging Redundancy		$ 1,100,000	$ 1,100,000.00	CIP
0196	2022	Security Fence Upgrade for ESOC		$ 425,000		
0198	2022	ESOC Audio-Visual repair and enhancements		$ 650,000		
0199	2022	ESOC Parking Lot Crack Seal/Seal Coat/Stripe		$ 200,000	$ 200,000.00	CIP
		INFORMATION TECHNOLOGY SERVICES		**$ 12,000,000**	**$ -**	
0233	2022	Public Safety Software Enhancement/Replacement * *Project is under review - Cost estimated $12M*		$ 12,000,000		
		PARKS		**$ 1,284,250**	**$ -**	
0382	2018	EXPO - Electronic Events Sign		$ 325,000		
0384	2019	EXPO - North Access Road from Bill Pickett Trail		$ 400,000		
0392	2022	Expo Center - Electrical Upgrades		$ 100,000		
0393	2022	Regional Park - 400 Meter Track Repairs		$ 300,000		
0394	2022	River Ranch County Park - Additional Pavement		$ 60,750		
0395	2022	Regional Park - Renovate Restroom Building		$ 98,500		
		CENTRAL MAINTENANCE		**$ 3,905,193**	**$ -**	
4011	2019	Fleet Parts Room expansion		$ 500,000		
4029	2019	Fleet Heavy Equipment Shop		$ 3,000,000		
4102	2021	Service Road Reconstruction		$ 405,193		
		BUILDINGS		**$ 62,511,000**	**$ 43,156,000**	
0485	2018	New Space - New Administration Building* 5 stories		$ 43,000,000	$ 43,000,000.00	TANS
4087	2020	New Space - WCCHD Round Rock Texas Ave Annex Building: 25,000sqft New Building		$ 7,500,000		
0435	2015	Remodel - Carquest space - County owned bldg. into offices and large meeting room		$ 600,000		
0402	2020	Remodel - Round Rock Annex Building A: Remodel to bring up to standards		$ 2,525,000		On Hold
0405	2020	Remodel - Round Rock Annex Building B: Remodel to bring up to standards		$ 2,525,000		On Hold
0407	2020	Remodel - Repair Historic Court House Terracotta: replace all blocks banding balconies		$ 1,000,000		
0412	2024	Remodel - Pct. 2 Cedar Park Annex 2-Story addition on back		$ 3,000,000		
4095	2021	New Roof at Historic Jail		$ 700,000		
4096	2021	New Roof at Historic Jail North Addition Structure (or Demo - see #4097)		$ 700,000		
4097	2021	Demo of North Addition Structure at Historic Jail (cancels #4096)		$ 325,000		
4109	2022	Inner Loop Annex Generator		$ 480,000		
4110	2022	CTTC Generator		$ 156,000	$ 156,000.00	CIP
		SHERIFF'S OFFICE / CORRECTIONS		**$ 23,319,442**	**$ 1,879,500**	
		SO/Jail MasterPlan currently in review:				
4094	2021	*SO - Placeholder for SO HQ Expansion TBD after MasterPlan is complete*		$ 4,000,000		
0459	2018	*SO - Secure HQ parking with new gates / window screens*		$ 500,000		
0475	2018	*SO - Gym - Improve Air Quality - **High Priority***		$ 300,000	$ 300,000.00	ARPA or CIP
4024	2019	*SO - East Side Parking Lot Expansion*		$ 500,000		
4030	2019	*SO - Front Reception Windows - Data*		$ 65,000		

Item #	Year Proj. needs Funding	PROJECT		Total Cost	Approved September 14, 2021	
4031	2019	*SO - Front Reception Windows - Warrants*		$ 65,000		
4080	2020	*SO - Upgrade Evidence Intake Room*		$ 100,000		
0455	2018	*Jail - Jail Headquarters Expansion (where handicap parking is) - more space (Design)*		$ 500,000		
4033	2019	*Jail - Jail Design and Construction - fourth floor buildout*		$ 12,000,000		
4082	2020	*Jail - Covering Recreational Yards*		$ 250,000		
0471	2018	SOTC - Training Center Perimeter Wall and Fence - SO Top Priority		$ 375,000	$ 375,000.00	CIP
0468	2018	SOTC - Driving Track and Skid Pad at Firearms Range for training - SO Priority #3		$ 1,500,000		
4025	2019	SOTC - Bullet Trap - SO Priority #2		$ 131,000	$ 131,000.00	CIP
4014	2019	SOTC - Obstacle Course at SOTC by landfill - SO Priority #5		$ 130,000		
4023	2019	SOTC - Shoot House - SO Priority #4		$ 900,000		
4084	2020	Jail - Replace Flooring		$ 379,942		
4085	2020	Jail - Security Camera Addition and Upgrade		$ 400,000		
4092	2021	Jail - North & South Docking Stations for Generators		$ 150,000		
4098	2021	Jail - South Jail Boiler Room Renovation - **High Priority**		$ 678,500	$ 678,500.00	ARPA or CIP
4108	2022	Jail / SO Building Automation System (BAS) Retrofit		$ 395,000	$ 395,000.00	ARPA or CIP
		JUSTICE CENTER		**$ 7,550,000**	**$ -**	
4004	2019	Justice Center - Remodel Second floor into County Courts		$ 3,700,000		
4048	2019	Justice Center - Remodel Basement - Vacated Space into CA/other offices		$ 850,000		
4114	2022	*Justice Center S.O. Security & Parking Improvements - Full cost TBD (pending Committee Review)*		$ 3,000,000		
		JUVENILE JUSTICE CENTER		**$ 49,000,000**	**$ 35,000,000**	
4007	2019	Juvenile Justice Center - Additional Detention Capacity		$ 35,000,000	$ 35,000,000.00	TANS
4049	2019	Juvenile Justice Center - Construct Family Court		$ 14,000,000		
		EXISTING PROJECTS / UNFUNDED COMPONENTS		**$ 16,779,288**	**$ 500,000**	
P515	2022	Judges Quarters and Jury Impaneling Room for New District Court		$ 500,000	$ 500,000.00	CIP
P548	2022	JP4 Hutto Remodel - additional funding		$ 600,000		ON HOLD
P562	2022	EXPO Remodel: Covered Arena/Restroom/Showers/Expand Area & Seating/Add 2 Covered Pavilions		$ 6,525,096		
P562	2022	EXPO Remodel: Covered Arena/Restrooms/Showers		$ 5,502,096		
P562	2022	EXPO Remodel: Smaller Covered Arena/Restrooms/Showers		$ 3,652,096		
		ADDED DURING DISCUSSION		$ 850,000	$ -	
		Flood Plain		$ 850,000		LRTP

Notes: This is a continually growing document with estimated costs at time of request.
Reported as of September 14, 2021

TOTAL COUNT	**61**	**$ 190,039,173**	**$ 82,050,500**
Available Funds to Allocate			$ 214,534,444.00
Remaining Balance			$ 132,483,944.00

Commissioners Court - Regular Session **63.**

Meeting Date: 09/28/2021

FY22 Budget Policy Document

Submitted By: Ashlie Holladay, Budget Office

Department: Budget Office

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on the fiscal year 2021-2022 Budget Policy document.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

FY22 Budget Policy Summary of Changes

FY22 Budget Policy

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/23/2021 11:32 AM
Form Started By: Ashlie Holladay		Started On: 09/23/2021 11:28 AM
Final Approval Date: 09/23/2021		

Budget Policy

Summary of Changes for FY22

Page 6 / #9 – this language formally documents current and past practices with respect to merit/COLA on Conversions.

Page 7 / #14 – Requesting to add Wireless Communications to the list of departments allowed to incur overtime. They have four technicians budgeted at $2500 each for a total of $10K for the year. Line item transfers have been a regular occurrence throughout the years to facilitate overtime funding as needed. Because the agencies served by this department mostly operate outside of "normal business hours", overtime is a must. Flex time is used when possible.

Page 8 / #3 – this language formally documents current and past practice.

Page 9 / Equipment Policies – this language is new. Each year we are seeing more requests for fitness equipment and are seeking guidance from the court on the funding of these types of items. In addition, new language has been added to formally document current practice related to maintenance and operations costs as associated with asset forfeiture funds.

WILLIAMSON COUNTY
BUDGET POLICY

The stewardship of public funds is one of the greatest responsibilities the Commissioners Court is tasked with. Therefore, the establishment and maintenance of budget policy is critical to ensure County officials protect public interests and promote citizens' confidence in County government…

I. General Policies

1. Williamson County will operate on a fiscal year which begins on October 1st and ends on September 30th.

2. Williamson County will continuously identify areas within the County for evaluation in order to improve efficiency and manage costs.

3. Cost/Benefit studies will be conducted, where appropriate and applicable, on non-recurring and recurring expenditures as well as capital projects.

4. All recurring budget items shall be funded in the general fund or road and bridge fund operating accounts/funds. These budget items shall be funded from revenue generated by the annual maintenance and operations general fund and road and bridge fund property tax levy. Recurring expenditures are defined as items that are ongoing in nature or routine. Examples include personnel and related expenses, utilities and/or fuel, etc. Recurring items shall NOT be budgeted for with excess fund balance/cash reserve funds.

5. Approved annual budgets, with amendments as approved by the Commissioners Court, are the management control device utilized by the County. Annual appropriated budgets are adopted for the General, Road and Bridge and Debt Services Funds and lapse at fiscal year end.

6. Each department should make every effort to manage expenditures in a fiscally prudent manner. All programs should be monitored on a regular basis to ensure viability, necessity and efficiency.

7. Proposed expenditure recommendations shall include the following:

    a. General Fund operating and maintenance expenditures
    b. Road and Bridge Fund operating and maintenance expenditures
    c. Debt Service Fund expenditures
    d. Any additional information as requested by the Court

8. Technology requests should increase the efficiency of County government by improving the delivery of service, reducing duplication of data, increasing the accuracy of data, consolidating data entry efforts, reducing the necessity to add staff in future years, improving security and privacy, or be required because of a new statutory requirement.

9. Furniture shall be replaced only when a demonstrated need has been presented and not in conjunction with transitioning into a new building and/or new personnel assuming an existing position in which furniture has previously been provided.

10. In order to maintain efficient and cost-effective services to the citizens of Williamson County, all budget requests are recommended to be prepared from the modified, zero-based budgeting process justifying the proposed expenditures as well as utilizing the most current information and trend analysis.

11. Williamson County seeks to advance economic development within the County. The Court will continuously support efforts to advance economic prosperity of the County when it finds that such efforts are in the best interest of the County and its citizens.

12. The Court at all times will attempt to maintain or lower the present tax rate.

13. Lame Duck Policy – Should an elected official not seek re-election or not be re-elected, 75% of the departmental budget will be encumbered to limit spending to 25%, equal to the time remaining in office. This is in accordance with Texas Local Government Code 130.908.

14. Funding will not be recommended to purchase items supporting or promoting any causes outside of core county duties.

II. Revenue and Transfer Policies

1. Williamson County will establish user charges and fees as permitted by law at a level related to the cost of providing that service to include direct and indirect costs.

2. When necessary, Williamson County will permit increases or decreases in user charges and fees. These charges and fees should be monitored and re-evaluated annually by each department head and/or elected official.

3. The County shall continuously seek public and private grants as well as other outside funding sources.

4. Williamson County allows a department head, appointed/elected official or his/her designee to request line-item transfers throughout the fiscal year. Pursuant to Local Government Code Section 111.070, the Commissioners Court may spend County funds only in strict compliance with the budget. The Commissioners Court by order may amend the budget to transfer an amount budgeted for one item to another budgeted item without authorizing an emergency expenditure.

5. Line-item transfers between 8000 accounts, merit 001130 and salary lines for the purpose of merit money allocation and re-allocation are initiated by Human Resources, forwarded to the Budget Office and completed by the Auditor's Office. These transfers will be placed on the agenda as needed for Commissioners Court approval/review.

6. Line-item transfers in the amount of $500 or less may be e-mailed directly to the Budget Office and are not required to be placed on the agenda unless:

    a. The transfer is to purchase items requested but not recommended or approved in the budget
    b. To simply increase overall funding in a particular line item

III. Reserve Policies

1. Williamson County will maintain adequate levels of fund balance to mitigate current and future risks, maintain an exceptional bond rating, and for long-term planning.

2. It is imperative that all department heads as well as elected officials continuously review expenditures to ensure fiscal responsibility.

IV. Budget Amendment Policies

1. Pursuant to Local Government Code, Section 111.070 (b), the Commissioners Court may authorize an emergency expenditure as an amendment to the original budget only in case of a grave public necessity to meet an unusual and unforeseen condition that could not have been included in the original budget through the use of reasonably diligent thought and attention.

2. All budget amendments must be placed on the regular agenda for consideration by the Commissioners Court and any amendments creating an increase in budgetary commitment for the next fiscal year shall be specifically noted.

3. The re-appropriation at the beginning of a fiscal year of funds committed under valid purchase orders of the County but unspent by September 30th of the prior fiscal year require a budget amendment from fund balance. These amendments are few in nature and will be made on a case-by-case basis. These budget amendments have no net effect on spending but simply change the accounting year for expenditures.

V. Capital Improvement Policies

1. Capital improvement projects include major equipment, software purchases as well as construction and remodeling requiring extensive funding.

2. Each department is encouraged to update their capital projects plan for the next five years so the Budget Officer may consolidate these into a five-year Capital Improvement Plan. Departments in a common functional area should cooperate in planning for capital projects affecting the entire function of that particular area. Budgeting and allocation of funds for capital projects will be made on the basis of long-term planning.

3. Capital improvement projects may be paid from current revenues, cash reserves or bonds. Bonds or other forms of debt will normally be used for capital projects when appropriate.

4. The selection of furniture, fabrics, color choices and/or materials used in the construction/remodeling of Williamson County facilities will be made by the Williamson County Facilities Division subject only to the Williamson County Commissioner Court's authority to override or otherwise modify such selection decisions pursuant to the Williamson County Commissioners Court's facilities powers, as is conferred by the Constitution and the laws of the State of Texas. Every effort will be made to maintain a professional appearance and provide uniformity and standardization in Williamson County facilities. Funding, where applicable, for the above-mentioned facility enhancements may reside in the Williamson County Facilities departmental budget.

5. The selection of flooring, paint, lighting, HVAC and electrical facility enhancements in individual/personal offices will be made by the Williamson County Facilities Division subject only to the Williamson County Commissioner Court's authority to override or otherwise modify such selection decisions pursuant to the Williamson County Commissioners Court's facilities powers, as is conferred by the Constitution and the laws of the State of Texas. Every effort will be made to maintain a professional appearance and provide uniformity and

standardization in these areas. Funding, where applicable, for the above-mentioned facility enhancements may reside in the Williamson County Facilities departmental budget. All facility changes / structural modifications must have the approval of the Facilities Department.

6. Life cycle replacements, defined as a capital improvement analyzed for life cycle efficiency with a scheduled end of life, will be evaluated for the following:

    - Expected life of the replacement equipment
    - Age of current equipment being replaced
    - Repair dollars spent YTD
    - Issues with current system/equipment
    - Cost / Benefit of replacement
    - Phase in Approach vs. All at Once Funding
    - Cost savings of replacement item
    - Recurring costs associated with replacement item
    - External resources required to support replacement item to include external agencies, maintenance contract agreements and/or internal departments

VI. Personnel Policies

1. It is the priority of the Court to provide adequate and qualified staffing for offices and departments while ensuring efficiency. Requests for staff should be made only for new programs and/or upon demonstrated increases in service requirements that cannot be met with improved technology or changes in procedures.

2. Positions will only be recommended and approved when a verifiable need is demonstrated. Complete documentation to include any applicable and verifiable statistics, metrics, compliance requirements, job description, etc. should be provided at the time of the request.

3. The Court encourages and supports the allocation of funding to ensure the County's work force is properly trained. It is recommended that all department heads as well as elected officials additionally support reasonable continuing education requests.

4. The Court strives to ensure, where possible and practical, that employee compensation will be competitive with other similarly situated counties and/or local municipalities.

5. The Budget Office will maintain a budget on each position in an effort to identify "excess" funds available for the purpose of recruiting, re-classifications and re-

organizations. Position control will be utilized on all salary line items with the exception of line item 001107, Temporary and Seasonal. Monies remaining in a salary line due to a position being vacant may not be used to increase a position's salary/rate of pay but may be used to pay out leave time when a position is vacated.

6. All newly created civilian (non-law enforcement) positions will be funded at the minimum of the pay grade.

7. All law enforcement positions on the L or the C chart will be funded at the bottom of the grade plus a one-step increase to account for the six-month bump as allowed by policy.

8. Re-classifications will be funded in accordance with current policy.

9. Merit funding (object code 001130) may only be used for merit performance/purpose in accordance with current policy. All merit funding (greater than $1.00) remaining in salary line 001130 will roll forward each fiscal year. Merit funds, once allocated to a position, may not be moved back into the merit line, object code 001130. Merit funding/calculations are based on all filled/unfilled, full-time/part-time position-based slots. Merit and COLA will be applied to Conversions. New positions are excluded from merit funding but allowed up to a 5% merit increase after 90 days.

10. Equipment/Supplies requested in the budget in conjunction with special teams/operations will not be funded from the general fund budget unless expressly authorized/approved by the Commissioners Court. Likewise, line-item transfer requests for a similar purpose may be denied.

11. Recommended pay changes will be applied as follows:

    MERIT will be applied to:

    a. Actual Salary as of the last pay period in March if a position is filled
    b. The budget on the position as of the last pay period in March if position is vacant
    c. Merit will not be funded on new positions

    COLA will be applied to:

    a. Actual Salary as of the last pay period in March if a position is filled
    b. The budget on the position as of the last pay period in March if position is vacant
    c. COLA will be applied to new positions

    Application of increases will occur in this order: Re-class, COLA and then merit

12. Regardless of funding source, the Commissioners Court has express authority to set all compensations/salaries for Williamson County positions.

13. Funding may be requested via the budget process for known "Succession Planning". In the event an existing FTE submits a letter of intent to separate employment with Williamson County and funding is necessary to bring in a replacement prior to the departure of the existing FTE, funding may be available. Succession planning/funding applies as follows:

    - Applies to any position directly supervised by an elected official, appointed official, senior director or the commissioners court
    - Official letter of intent to depart/resign/retire must be received from/by the above
    - Maximum funding of 2 weeks (80 hours, five 8-hour days per week) for shadowing/training prior to current FTE departure
    - Maximum funding of 4 additional weeks (160 hours, five 8-hour days per week) to allow for accrual payouts (only if funding is not already available in the salary line due to attrition). Vacancy dollars will be applied first
    - Maximum total funding of 6 weeks' pay (240 hours, five 8-hour days per week)
    - Funding will be based on the current rate of pay for the current FTE and will include fringe/benefits as applicable
    - Once a new hire is in place, he/she will move into the existing FTE slot while the current FTE will move into the succession slot
    - Succession funding/dollars may not be transferred for any other purpose
    - Internal candidates/promotions are not eligible for succession planning funding

14. Allowable overtime funding as approved by Commissioners Court includes the following:
    - Mobile Outreach
    - Facilities
    - EMS / Tobacco HUG
    - Emergency Management
    - HazMat/Fire Marshal
    - All Constable Offices
    - Sheriff's Office
    - Corrections
    - 911 Communications
    - Juvenile Services
    - Unified Road System
    - WC Radio Communication System (RCS)
    - Wireless Communications

Merit monies will be applied to all OT if a) merit is funded/awarded by the court and b) if merit is not designated as a lump sum or one-time payment.

VII. Fleet Policies

1. Vehicle and heavy equipment replacement funding will be allocated to each department when necessary in accordance with the Fleet Management Replacement Program. Vehicle and heavy equipment replacement recommendations will be reviewed for the following:

    a. Miles or hours as applicable
    b. Maintenance
    c. Type of Vehicle / Equipment Requested
    d. Fuel Efficiency
    e. Age of Vehicle
    f. Vehicle / Equipment Utilization

2. Funding will only be recommended for the changing of logo/graphics as vehicles are replaced/retired unless graphics are worn/damaged beyond repair and are no longer visible.

3. For all vehicles, or any county asset/equipment, purchased with county funds, only the name of Williamson County, the Williamson County department name and/or name of the Williamson County Office that such vehicle serves may be displayed on the vehicles. Furthermore, no wraps, paint schemes, insignia, decals or any other types of information or materials promoting any third party causes/organizations/companies (save and except the brand name of the actual vehicle or equipment that is placed on the vehicle) or the name of the elected official or department director placed on Williamson County vehicles without the approval of the Williamson County Commissioners Court.

VIII. Uniform Policies

Uniform funding ***may*** be provided to serve a public purpose i.e. out in the field and for departments/individuals who a) require regular and recurring public contact b) require clear identification to the public or c) where a demonstrated need is created for distinct separation between staff and population i.e. deputy vs. inmate, detention officer vs. population, etc.

The following uniform criteria must be met:

1. The uniform item must be required daily wear by the elected official/department head.
2. A departmental uniform policy must be provided at the time funding is requested to include (but not limited to) quantity of uniforms provided, positions requiring a uniform item, itemization of uniform items and on-going replacement of such items.
3. Uniform items must not be easily converted to everyday wear i.e., jeans, caps, t-shirts (a patch/emblem/logo on the uniform item does not necessarily prevent it from being easily converted).
4. Footwear will only be funded if it is a specialty item required for health and safety i.e., boots for motor units.
5. Funding for outerwear such as jackets and protective gear will only be recommended if an employee's job duties must be performed outdoors on a regular basis and the employee's personal outerwear is not permitted.
6. Shotguns/Rifles will be funded for each deputy if funding is available. Personal glocks/handguns, as well as any associated add-ons to personal handguns, are to be funded/provided by the deputy.

IX. Equipment / Asset Policies

1.Fitness equipment may be funded from the general fund should the following criteria be met:

a. It is to replace equipment previously donated to the county and accepted by the Commissioners Court as a formal donation
b. It is deemed to be of direct benefit to the taxpayer
c. Job requirements prevent employee from leaving their shift to access fitness equipment elsewhere
d. Job description requires employees the ability to be flexible, to lift large objects or to be physically fit and equipment would assist in this manner, possibly preventing injuries
e. Location or department specific? Do we specify/limit locations/common areas and/or departments who are able to purchase fitness equipment. For example, does the court wish to fund equipment at the ESOC and permit use by other departments. Should specific departments be mentioned i.e. Juvenile, EMS, ESOC offices?

2. Any on-going maintenance and operations funding required for assets acquired through forfeiture or purchased with asset forfeiture funds shall be paid for from asset forfeiture funds unless otherwise approved by Commissioners Court. This includes, but is not limited to, insurance, service agreements, routine maintenance, repairs, training, etc.

Meeting Date: 09/28/2021
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

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/22/2021 04:07 PM
Form Started By: Charlie Crossfield		Started On: 09/22/2021 03:58 PM
Final Approval Date: 09/22/2021		

Commissioners Court - Regular Session **65.**

Meeting Date: 09/28/2021

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 Red Hot Chili Pepper
g) Project Nirvana
h) Project Soundgarden
i) Project Def Leopard
j) Project Flex Power

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
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