NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONERS COURT
November 2, 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 – 35)

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

4. Discuss, consider, and take appropriate action on authorizing the disposal of various county vehicles(s) and equipment assets through Auction including One (1) 2000 Chevy Express 3500 Vin #6048, pursuant to Tx. Local Gov't Code 263.152.

5. Discuss, consider, and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Auction, pursuant to Tx. Local Gov't Code 263.152, for the period of 10/01/2021 through 10/31/2021.

6. Discuss, consider, and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Transfer, pursuant to Tx. Local Gov't Code 263.152, for the period of 10/01/2021 through 10/31/2021.

7. Discuss, consider and take any necessary action to approve First Addendum for Agreement between Williamson County and Industrial Asphalt, LLC involving Solicitation #1806-242 Flex Base Materials to add assumed name for vendor as Alleyton Resource Company and record same into the Court's minutes.

8. Discuss, consider and take any necessary action to approve First Addendum for Agreement Between Williamson County and Industrial Asphalt, LLC involving Solicitation #1809-262 Asphalt Mixes to add assumed name for vendor as Alleyton Resource Company and record same into the Court's minutes.

9. Discuss, consider and take appropriate action on approving the agreement between WINTECH, LLC and Williamson County for a second Alice Receptionist Enterprise Subscription software system for one year for $6,216.60, and authorizing the execution of the agreement.

10. Discuss, consider, and take appropriate action on approving the renewal agreement between Williamson County and TransUnion Risk and Alternative Data Solutions, Inc. (TRADS) for a customized search and locate tool for law enforcement agents in the amount of $100.00 per month and authorizing the execution of the agreement.

11. Discuss, consider and take appropriate action on approving the lease between Williamson County and SHARP Electronics Corp. for one (1) copy machine in the amount of $119.69 per month for sixty (60) months, for the Budget Office, pursuant to DIR contract #DIR-CPO-4433.

12. Discuss, consider and take appropriate action on approving the purchase of furniture from Core Office Interiors in the amount of $12,149.16 pursuant to BuyBoard contract #584-19, and authorizing execution of the quote.

13. Discuss, consider and take appropriate action on approving the lease between Williamson County and SHARP Electronics Corp. for one (1) copy machine in the amount of $47.77 per month for sixty (60) months, for the Cedar Park Sheriff's Office, pursuant to DIR contract #DIR-CPO-4433.

14. Discuss, consider and take appropriate action on approving the lease between Williamson County and SHARP Electronics Corp. for one (1) copy machine in the amount of $55.37 per month for sixty (60) months, for the Sheriff's Office CID Division, pursuant to DIR contract #DIR-CPO-4433.

15. Discuss, consider, and take appropriate action on awarding RFQ #21RFSQ2 for professional services to develop a master plan for future security and Sheriff's Office operation in the Jail and Justice Center Building to Johnston, LLC in the amount up to $59,500.00 "Basic Fee", plus the amount payable listed under Article 7 of the agreement and authorize execution of the agreement. Funding source is P432.

16. Discuss, consider and take appropriate action on approving the lease between Williamson County and SHARP Electronics Corp. for one (1) copy machine in the amount of $163.58 per month for sixty (48) months, for the Sheriff's Office Cold Case Division, pursuant to DIR contract #DIR-CPO-4433.

17. Discuss, consider and take appropriate action on approving the service contract between Williamson County and Spectrum Enterprise to provide internet service at the new Community Supervision & Corrections Department (CSCD) location in Liberty Hill in the amount of $1,140.00 per month 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.

18. Discuss, consider and take appropriate action on approving the Consulting Services Agreement with Rely Information Systems, LLC for DBA patch and upgrade assistance and general Oracle DBA support and maintenance of Williamson County Oracle applications for the term of November 1, 2021 through October 31, 2022 in the not-to-exceed amount of $79,200, exempting the provided services from the competitive bidding proposal requirements per the County Purchasing Act, pursuant to the discretionary exemption for personal services, as set forth under the Texas Local

Government Code, Section 262.024.(a)(4), and authorizing execution of the agreement.

19. Discuss, consider and take appropriate action on approving the purchase of ServiceNow Management from Carahsoft in the amount of $83,139 per GSA Schedule No: GS-35F-119Y (cooperative).

20. Discuss, consider and take appropriate action on approving the quotes for Meraki routers, security, license and support for Liberty Hill CSCD, the Lott Center, and the Hutto Community Center from Presidio in the amount of $14,671.79, pursuant to DIR Contract #DIR-TSO-4167, and authorizing execution of the quotes.

21. Discuss, consider and take appropriate action on approving the purchase of Rubrik software and support renewal from Free It Data Solutions in the amount of $58,991.29, pursuant to DIR cooperative contract # DIR-TSO-3944.

22. Discuss, consider and take appropriate action on approving the installation proposal for eight (8) security cameras at the Lott Center from Knight Security Systems, LLC in the amount of $21,115.33 pursuant to DIR cooperative contract #DIR-CPO-4494, and authorizing execution of the proposal.

23. Discuss, consider and take appropriate action on approving the renewal agreement with Knight Security Systems, LLC to provide support for Williamson County buildings in the amount of $77,423.51 per the terms of DIR Contract #DIR-CPO-4494.

24. Discuss, consider, and take appropriate action on accepting a report on the Williamson County Justice Center Renovation Project (P515) HCS, Inc. Change Order #05 in the amount of $28,332.55. This change order is being funded by P515 Project Contingency from within the original project budget.

25. Discuss, consider and take appropriate action on a Utility Easement between Williamson County and Pedernales Electric Cooperative, Inc. for electrical service in relation to the Liberty Hill CSCD Modular Building Project

26. Discuss, consider and take appropriate action on a mutual Agreement to Terminate Work Authorization 3 of the First Amended and Restated Agreement for Architectural and Engineering Services.

27. Discuss, consider and take appropriate action on approving a license agreement with Parkside at Mayfield Ranch Master Community, Inc.

28. Discuss, consider and take appropriate action on participation by Williamson County Road Bond Program under the County's habitat conservation plan (HCP) for the Southwest Bypass project Wolf Ranch Parkway to State Highway 29 connection, Georgetown, Williamson County, Texas.

29. Discuss, consider and take appropriate action on Work Authorization No 3 in the amount of $20,000.00 to expire July 31, 2023 under Williamson County Contract for Engineering Services between Cobb Fendley & Associates, Inc. and Williamson County dated July 16, 2019 for On Call Utility Coordination and Relocation for All Williamson County Road and Bridge Non-Capital Improvement Projects. Funding source: 01.0200.0210.004100.

30. Discuss, consider and take appropriate action on Work Authorization No 4 in the amount of $50,000.00 to expire on July 31, 2023 under Williamson County Contract for Engineering Services between Cobb Fendley & Associates, Inc. and Williamson County dated July 16, 2019 for On Call Utility Coordination and Relocation for All Williamson County Road and Bridge Capital Improvement Projects. Funding source: 01.0777.0200.009007

31. Discuss, consider and take appropriate action on Work Authorization No 5 in the amount of $115,664.50 to expire on September 30, 2023 under Williamson County Contract for Engineering Services between Cobb Fendley & Associates Inc and Williamson County dated July 16, 2019 for Utility Coordination for CR 255 from CR 254 to Ronald Reagan Blvd. Funding source: P546

32. Discuss, consider and take appropriate action on Work Authorization No 6 in the amount of $81,701.50 to expire on September 30, 2023 under Williamson County Contract for Engineering Services between Cobb Fendley & Associates Inc. and Williamson County dated July 16, 2019 for Utility Coordination for CR 201 from Umbrella Sky to CR 200. Funding source: P499

33. Discuss, consider and take appropriate action on Work Authorization No 3 in the amount of $50,000.00 to expire December 31, 2023 under Williamson County Contract for Engineering Services between Alliance Transportation Group and Williamson County dated March 10, 2020 for Ronald Reagan and Chandler Road Highway Safety Improvement Program. Funding source: 01.0200.0210.004100.

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

35. Discuss, consider and take appropriate action on approval of the final plat for the North Haven Phase B subdivision – Precinct 2.

REGULAR AGENDA

36. 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.

37. Discuss, consider and take appropriate action to approve projects and budgets for the remaining funds in the 2022 Capital Improvement Program, Long Range Transportation (LTP), 2019 Road Bond, Coronavirus Aid, Relief, and Economic Security (CARES) Act, the American Rescue Pan Act (ARPA) and the 2021 Tax Anticipation Note (TAN).

38. 10:00 AM
Conduct public hearing relating to a retention request from the Purchasing Department to increase the budgeted salary amount for the position of Senior Purchasing Coordinator, PCN #1220 and discuss (1) the reason for the salary increase in excess of the budgeted amount to include the public purpose that will be served by approving the request; and (2) the exact amount of the additional salary request, the source of payment and the schedule for implementation.

39. Discuss, consider and take appropriate action on a retention funding request for PCN #1220, Senior Purchasing Coordinator.

40. Discuss, consider and take appropriate action on accepting and receiving annual audit reports from Emergency Service Districts located within Williamson County in accordance with Health & Safety Code Sec. 775.082.

41. 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 the District Attorney's Office from State Judiciary Apportionment Funds.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.335602	Dist Atty Salary Supplement	$7,500.00

42. 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 the District Attorney's Office from State Judiciary Apportionment Funds.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0440.001940	Apportionment Supplement	$6,136.98
	0100.0440.002010	FICA	$469.48
	0100.0440.002020	Retirement	$893.54

43. Discuss, consider and take appropriate action on approving a Pass Thru Tolling (PTT) transfer to move $144,327.92 from PTT 1 (PTT non-departmental) to PTT1566-01-009 (FM 1660 CR 134 TO CR 101).

44. Discuss, consider and take appropriate action on approving a 2013 Park Bond transfer to move $127,000 from P500 (2013 Park Non-Departmental) to P560 (SW Regional Park Restrooms).

45. Discuss, consider and take appropriate action regarding approval and receipt of Vehicle Reimbursement Agreement with Eye Productions, Inc. for off duty contracting of County Sheriff Deputies to be effective November 2, 2021 (Traffic Control/Safety while filming in Williamson County).

46. Discuss, consider and take appropriate action on approving the purchase of (15) replacement vehicles and one (1) new vehicle for the Williamson County Sheriff's Office and Jail from Silsbee Ford, Lake Country Chevrolet, abd Holiday Chevrolet in the total amount of $672,061.48 through cooperative Contract GoodBuy 21 8F000, Texas Smart Buy 070-A1 (Vehicle) and Tarrant County 2019-181 (Upfitting).

47. Discuss, consider, and take appropriate action on approving the agreement between Williamson County and GTS Technology Solutions for the bulk purchase of thirty-eight (38) approved and budgeted toughbooks and equipment for a total not to exceed $162,168.06, pursuant to the DIR contract #DIR-TSO-4025, and authorizing the execution of the agreement.

48. Discuss, consider and take appropriate action on approving the purchase of OneSolution annual maintenance from CentralSquare in the amount of $511,756.14.

49. Discuss, consider, and take appropriate action on authorizing service contract between Falkenberg Construction Co. Inc. and Williamson County for a prefabricated restroom at Southwest Regional Park, located at 3005 County Road 175, Leander, TX 78641, pursuant to Buy Board Contract 581-19, and authorizing the execution of the agreement. Funding source is P-560.

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

51. Discuss, consider and take appropriate action on a Possession and Use Agreement for Transportation Purposes with J.A. Davidson Holdings, L.P., Pamela G. Martin, Dennis L. Davidson and James A. Davidson Jr. for a waterline needed on the Corridor C project. (Parcel 11P1-WE). Funding Source: Road Bonds P459

52. Discuss, consider and take appropriate action on 3 claims for moving expenses related to the right of way acquisition on Parcel 13. Funding Source: Road Bonds P462

Unit D18- Jeff Adams
Unit C13- Michael K. Dodson
Unit E22- Charles C. Moore
Unit O92- Christopher L. Hartle

EXECUTIVE SESSION

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

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

A. Real Estate Owned by Third Parties

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

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

B. Property or Real Estate owned by Williamson County

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

a) Discuss County owned real estate containing underground water rights and interests.
b) Discuss possible uses of property owned by Williamson County on Main St. between 3rd and 4th Streets. (formerly occupied by WCCHD)
c) Discuss property usage at Longhorn Junction

d) Discuss the sale of excess ROW at San Gabriel Parkway and Mel Mathis Ave.
e) Discuss county owned property located at Ed Schmidt Boulevard Hutto, Texas
f) Discuss the sale of property located at 900 S Main St., Taylor, 76574

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

D. Discuss the Cobb Cavern Conservation Easement Amendment and potential acquisition.

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

a) Business prospect(s) that may locate or expand within Williamson County.
b) Project Crystal
c) Project Winston
d) Project Solo
e) Project Stamp
f) Project Red Hot Chili Pepper
g) Project Nirvana
h) Project Sound Garden
i) Project Def Leopard
j) Project Flex Power
k) Project Pearson Ranch

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

a) Litigation or claims or potential litigation or claims against the County or by the County
b) Status Update-Pending Cases or Claims;
c) Employee/personnel related matters
d) Other confidential attorney-client matters, including contracts and certain matters related to county defense issues in which the duty of the attorney to the governmental body within the attorney/client relationship clearly conflicts with Chapter 551 of the Texas Government Code.
e) Civil Action No. 1:18-CV-49, Troy Mansfield v. Williamson County, In The United States District Court for the Western District of Texas, Austin Division.
f) Cause No. 19-0850-C368; County of Williamson vs. Purdue Pharma, LP et al., In the District Court of Williamson County, Texas.
g) 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. 1:21-cv-00834; Skylar Leal vs Williamson County and Lorenzo Hernandez; In The United States District Court for the Western District of Texas, Austin Division.

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

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

REGULAR AGENDA (continued)

58. Discuss and take appropriate action concerning economic development.

59. Discuss and take appropriate action concerning real estate.

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

a) Litigation or claims or potential litigation or claims against the County or by the County
b) Status Update-Pending Cases or Claims;
c) Employee/personnel related matters
d) Other confidential attorney-client matters, including contracts and certain matters related to county defense issues in which the duty of the attorney to the governmental body within the attorney/client relationship clearly conflicts with Chapter 551 of the Texas Government Code.
e) Civil Action No. 1:18-CV-49, Troy Mansfield v. Williamson County, In The United States District Court for the Western District of Texas, Austin Division.
f) Cause No. 19-0850-C368; County of Williamson vs. Purdue Pharma, LP et al., In the District Court of Williamson County, Texas.
g) 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).
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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.
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x) Kelli Bomer - EEOC Charge #451-2021-00920.
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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.
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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. 1:21-cv-00834; Skylar Leal vs Williamson County and Lorenzo Hernandez; In The United States District Court for the Western District of Texas, Austin Division.

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

62. Discuss, consider and take appropriate action authorizing the County Judge Bill Gravell, Jr. to execute an Order and Election and Release Form regarding a settlement offer regarding Defendants Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc. in the matter of Texas opioid multi-district litigation for the County in the lawsuit of *County of Williamson v. Purdue Pharma, Inc., et al.,* MDL PRETRIAL CAUSE NO. 2018-63587, in the 152d District Court of Harris County, Texas, removed to MDL 2804, N.D. OH.

63. Comments from Commissioners.

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

_____

Bill Gravell, Jr., County Judge

This notice of meeting was posted in the locked box located on the south side of the Williamson County Courthouse, a place readily accessible to the general public at all times, on the 29th day of October 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: 11/02/2021

Compensation Items

Submitted By: Kayla Marek, Human Resources

Department: Human Resources

Agenda Category: Consent

Information

Agenda Item

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

Background

See attached documentation for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Merit Report

Merit LIT

Form Review

Inbox	Reviewed By	Date
Human Resources (Originator)	Rebecca Clemons	10/27/2021 05:59 PM
County Judge Exec Asst.	Becky Pruitt	10/28/2021 08:51 AM
Form Started By: Kayla Marek		Started On: 10/27/2021 03:55 PM
Final Approval Date: 10/28/2021		

Organization	Position	Emp Num	Current Annual Salary	Annual Merit Amt	Merit%	New Annual Salary	Lumpsum Merit	Pay Proposal Reason	Effective Date of Change
911 Communications	Logistics Coordinator.0118.001100.	14973	$66,877.37	$2,675.09	4.00%	$69,552.45	-	MERIT	12-Nov-21
Budget Office	Budget Ofcr.0222.001100.	04765	$145,525.64	$2,910.44	2.00%	$148,436.08	-	MERIT	12-Nov-21
Building Maintenance	Sr Director of Facilities.0245.001100.	12279	$136,240.00	$2,724.80	2.00%	$138,964.80	-	MERIT	12-Nov-21
Commissioners Court	Public Affairs Mgr.0720.001100.	10138	$88,593.70	$1,771.90	2.00%	$90,365.60	-	MERIT	12-Nov-21
Commissioners Court	Economic & General Counsel.0047.001100.	10733	$153,920.00	$3,078.40	2.00%	$156,998.40	-	MERIT	12-Nov-21
County Attorney	CA Chief Civil Attorney.0046.001100.	15777	$109,723.64	$2,194.40	2.00%	$111,918.04	-	MERIT	29-Oct-21
County Judge	Customer Service Admin I.0718.001100.	14307	$59,659.34	$2,982.98	5.00%	$62,642.32	-	MERIT	12-Nov-21
County Judge	Information Aide.1901.001100.	13626	$29,721.48	$297.22	1.00%	$30,018.71	-	MERIT	12-Nov-21
Elections	Elections Administrator.0770.001100.	13442	$108,496.18	$2,169.96	2.00%	$110,666.14	-	MERIT	12-Nov-21
Emergency Services Dept.	Sr Dir of Emerg Serv.0904.001100.	14724	$169,400.14	$3,388.06	2.00%	$172,788.20	-	MERIT	12-Nov-21
HUD CDBG	Comm Dev Administrator.0939.001100.	10291	$88,593.70	$1,771.90	2.00%	$90,365.60	-	MERIT	12-Nov-21
Human Resources	Sr Director of HR.0942.001100.	10959	$130,686.40	$2,613.78	2.00%	$133,300.18	-	MERIT	12-Nov-21
Information Systems	Chief Information Officer.0959.001100.	10605	$165,880.12	$3,317.48	2.00%	$169,197.60	-	MERIT	12-Nov-21

				(TO)	(FROM)	
entity	fund	dept	object	dr	cr	
01	0100	0475	001100	2,194.40		
01	0100	0475	001130		2,194.40	
01	0100	0401	001100	4,850.30		
01	0100	0401	002010	371.05		
01	0100	0401	002020	784.78		
01	0100	0491	001100	2,910.44		
01	0100	0491	002010	222.65		
01	0100	0491	002020	470.91		
01	0100	0509	001100	2,724.80		
01	0100	0509	002010	208.45		
01	0100	0509	002020	440.87		
01	0100	0400	001100	3,280.20		
01	0100	0400	002010	250.94		
01	0100	0400	002020	530.74		
01	0100	0492	001100	2,169.96		
01	0100	0492	002010	166.00		
01	0100	0492	002020	351.10		
01	0100	0583	001100	3,388.06		
01	0100	0583	002010	259.19		
01	0100	0583	002020	548.19		
01	0100	0402	001100	2,613.78		
01	0100	0402	002010	199.95		
01	0100	0402	002020	422.91		
01	0100	0503	001100	3,317.48		
01	0100	0503	002010	253.79		
01	0100	0503	002020	536.77		
01	0100	8001	001130		25,255.02	
01	0100	8001	002010		1,932.02	
01	0100	8001	002020		4,086.27	
01	0100	0581	001100	2,675.09		
01	0100	0581	002010	204.64		
01	0100	0581	002020	432.83		
01	0100	8004	001130		2,675.09	
01	0100	8004	002010		204.64	
01	0100	8004	002020		432.83	
01	0100	0509	001100		1,370.50	*EE ID 15695 resigned before receiving merit*
01	0100	0509	001130	1,370.50		*EE ID 15695 resigned before receiving merit*
01	0100	0475	001100		864.17	*EE ID 10145 did not receive merit*
01	0100	0475	001130	864.17		*EE ID 10145 did not receive merit*
01	0100	0560	001100		1,930.99	*EE ID 13683 did not receive merit*
01	0100	0560	002010		147.72	*EE ID 13683 did not receive merit*
01	0100	0560	002020		312.43	*EE ID 13683 did not receive merit*
01	0100	8003	001130	1,930.99		*EE ID 13683 did not receive merit*

01	0100	8003	002010	147.72		*EE ID 13683 did not receive merit*
01	0100	8003	002020	312.43		*EE ID 13683 did not receive merit*

Commissioners Court - Regular Session **4.**

Meeting Date: 11/02/2021

V/E Assets for Auction 11.2.21

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the disposal of various county vehicles(s) and equipment assets through Auction including One (1) 2000 Chevy Express 3500 Vin #6048, pursuant to Tx. Local Gov't Code 263.152.

Background

Please see the attached list for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

V/E Assets for Auction 11.2.21

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	10/28/2021 08:05 AM
County Judge Exec Asst.	Becky Pruitt	10/28/2021 08:38 AM
Form Started By: Mary Watson		Started On: 10/26/2021 11:05 AM
Final Approval Date: 10/28/2021		

Vehicle Status Change

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Department	540 - EMS
County VIN/Serial Number	1GAHG39RXY1146048
Equipment/Door Number	EC0003
License Plate	1326801
Year	2000
Make	Chevrolet
Model	Express 3500
Comments (mileage, mechanical issues, other info)	Vehicle is beginning to have mechanical problems and is set to be replaced in FY22.
Elected Official/Department Head/Authorized Staff Digital Signature2	✔ Mike Knipstein 10/18/2021 2:01 PM
Receiving Department Signature2	✘
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 10/26/2021 9:10 AM
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	N/A
Authorizing HR Employee Digital Signature	✔ Malea Schmitt 10/18/2021 2:12 PM
Auditor's Authorized Employee Digital Signature	✔ Julie Kiley 10/22/2021 10:55 AM
Purchasing Department Signature Acknowledgement	✔ Mary Watson 10/26/2021 11:01 AM

Commissioners Court - Regular Session **5.**

Meeting Date: 11/02/2021

Assets for Auction Monthly Report 11.2.21

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Auction, pursuant to Tx. Local Gov't Code 263.152, for the period of 10/01/2021 through 10/31/2021.

Background

Please see the attached list for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Assets for Auction Monthly Report 11.2.21

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	10/28/2021 08:24 AM
County Judge Exec Asst.	Becky Pruitt	10/28/2021 08:35 AM
Form Started By: Mary Watson		Started On: 10/19/2021 10:34 AM
Final Approval Date: 10/28/2021		

"October 2021 Monthly Report **Court Date:** 11/2/2021

Williamson County - Assets for Auction

Agenda #: 27847

Item	Serial Number	Quantity	Department
HP Office Jet 7110 Printer	CN34M1TGSO	1	911 Communications
Sharp TV Model LC-52E77UN	909873037	1	911 Communications
Ice Maker	1.40713E+13	1	Building Maintenance
Desk Return		1	County Attorney
Canon DR 6010C	FB324353	1	County Attorney
HP Laserjet Pro MFP M225dw	CNB8H5N60N	1	County Attorney
96 x 48 Dry Erase Board		1	County Auditor
66 x 24 table		1	County Auditor
Dell Ltitude E7450 Laptop	BV1TD72	1	County Court at Law 2
Dell Optiplex 7040	GH3CMF2	1	County Court at Law 2
Dell Optiplex7010	1QH3BZ1	1	County Court at Law 4
Dell Optiplex 7050	CXC3MN2	1	County Court at Law 4
Dell Monitor - flat panel 15.5	MX-04F79G-74262-385-1700	1	County Court at Law 4
Dell Monitor - flat panel 17	FGYBPG2	1	County Court at Law 4
Dell Optiplex and monitor (AX510)	6PLNML1	1	County Court at Law 4
Manfotto Tripod Model 126BSU		3	Emergency Management
Agile Mesh Camera Mobile Systems	1410017, 1410016, 1410015	3	Emergency Management
Ergotron dual monitor stand		1	Emergency Management
Radion Under Cover Remote kit w/earpiece, misc cables		1	Emergency Management
Headset and miscellaneous cables		7	Emergency Management
Olympus Digital Voice Recorder	WS-852	2	HazMat
DBPower WiFi Camera	TD0557, TD0558	2	HazMat
LRX-35 Telephone Handset Record Coupler		2	HazMat
iRepond System		1	HazMat
Califone		1	HazMat
Logitech Keyboard/Mouse	MK550	2	HazMat
Dell Keyboard	KM632	2	HazMat
Box of Misc. cables, power strips, extension cords		1	HazMat
Dell Latitude 5290 2n1	9H9JWQ2	1	Information Systems
Samsung 42" display/tv		5	Information Systems
Samsung 42" display/tv	See List	15	Information Systems
LG 42" display/tv	806mxskmf894	1	Information Systems
digital Display Controllers	See List	20	Information Systems
Dell Latitude 3390 2n1	FNSZ22P2	1	Information Systems
HON metal supply cabinet	HON C5ZGFL	1	Purchasing
Uline Metal Supply cabinet		1	Purchasing

Asset Status Change

Title:	i:0#.f|membership|david.cella@wilco.org - 24-09-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	2
1. Description:	Olympus Digital Voice Recorder
1. Manufacturer ID #:	WS-852
1. Oracle Asset #:	N/A
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	2
2. Description:	DBPower WiFi Camera
2. Manufacturer ID #:	TD0557, TD0558
2. Oracle Asset #:	N/A
2. Condition of Assets:	Working
3. Quantity (Mandatory):	2
3. Description:	LRX-35 Telephone Handset Record Coupler
3. Manufacturer ID #:	None
3. Oracle Asset #:	N/A
3. Condition of Assets:	Working
Transferring Dept.:	HazMat
Transferring Dept. Contact Person	Hank Jones
Transferring Dept. Contact Ph#:	5129433679
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Hank Jones 10/6/2021 2:30 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	11/2/2021
Agenda Item:	27847

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|jeff.spencer@wilco.org - 28-09-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	HP OfficeJet 7110 Printer
1. Manufacturer ID #:	CN34M1TGS0
1. Oracle Asset #:	not found
1. Condition of Assets:	Working
Transferring Dept.:	911 Communications
Transferring Dept. Contact Person	Jeff Spencer
Transferring Dept. Contact Ph#:	512.943.1390
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Thomas Piche 9/29/2021 9:31 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	11/2/2021

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|jeff.spencer@wilco.org - 05-10-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Sharp TV Model LC-52E77UN
1. Manufacturer ID #:	909873037
1. Oracle Asset #:	N/A
1. Condition of Assets:	Non-Working
Transferring Dept.:	911 Communications
Transferring Dept. Contact Person	Jeff Spencer
Transferring Dept. Contact Ph#:	512.943.1390
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Thomas Piche 10/6/2021 9:07 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	11/2/2021
Agenda Item:	27847

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|jeffrey.shoffner@wilco.org - 04-10-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Ice Maker
1. Manufacturer ID #:	14071320014646
1. Oracle Asset #:	N/A
1. Condition of Assets:	Non-Working
Transferring Dept.:	Building Maintenance
Transferring Dept. Contact Person	Jeffrey Shoffner
Transferring Dept. Contact Ph#:	5129431599
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Gina Wrehsnig 10/4/2021 9:15 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	11/2/2021
Agenda Item:	27847

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|slloyd@wilco.org - 01-10-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Desk Return
1. Oracle Asset #:	N/A
1. Condition of Assets:	Working
Transferring Dept.:	County Attorney
Transferring Dept. Contact Person	Stephanie Lloyd
Transferring Dept. Contact Ph#:	943-1116
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ stephanie lloyd 10/1/2021 2:38 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	11/2/2021
Agenda Item:	27847

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|slloyd@wilco.org - 05-10-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	HP Laserjet Pro MFP M225dw
1. Manufacturer ID #:	s/n: CNB8H5N60N
1. Oracle Asset #:	NOT FOUND
1. Condition of Assets:	Non-Working
Transferring Dept.:	County Attorney
Transferring Dept. Contact Person	Stephanie Lloyd
Transferring Dept. Contact Ph#:	512-943-1116
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Stephanie Lloyd 10/5/2021 3:05 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	11/2/2021
Agenda Item:	27847

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|slloyd@wilco.org - 14-10-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Canon DR 6010C
1. Manufacturer ID #:	s/n: FB324353
1. Oracle Asset #:	n/a
1. Condition of Assets:	Working
Transferring Dept.:	County Attorney
Transferring Dept. Contact Person	Stephanie Lloyd
Transferring Dept. Contact Ph#:	943-1116
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Stephanie Lloyd 10/14/2021 10:48 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	11/2/2021
Agenda Item:	27847

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|kknightstep@wilco.org - 04-10-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	96 X 48" Dry Erase Board
1. Oracle Asset #:	N/A
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	66 X 24" table
2. Oracle Asset #:	N/A
2. Condition of Assets:	Working
Transferring Dept.:	County Auditor
Transferring Dept. Contact Person	Karen Knightstep
Transferring Dept. Contact Ph#:	512-943-1563
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Julie M. Kiley 10/5/2021 8:33 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	11/2/2021
Agenda Item:	27847

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|kkracht@wilco.org - 01-10-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Latitude E7450 Laptop
1. Manufacturer ID #:	BV1TD72
1. Oracle Asset #:	146441
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Dell Optiplex 7040
2. Manufacturer ID #:	GH3CMF2
2. Oracle Asset #:	177566
2. Condition of Assets:	Working
Transferring Dept.:	County Court at Law 2
Transferring Dept. Contact Person	Kevin Kracht
Transferring Dept. Contact Ph#:	512-943-1410
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Kevin Kracht 10/1/2021 9:04 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	11/2/2021
Agenda Item:	27847

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|sthreadgill@wilco.org - 15-10-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Optiplex 7010
1. Manufacturer ID #:	1QH3BZ1
1. Oracle Asset #:	77315
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Dell Optiplex 7050
2. Manufacturer ID #:	CXC3MN2
2. Oracle Asset #:	ALREADY RETIRED
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	Dell Monitor -flat panel 15.5
3. Manufacturer ID #:	MX-04F79G-74262-385-1700
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	Dell Monitor - flat panel 17
4. Manufacturer ID #:	FGYBPG2
4. Condition of Assets:	Working
5. Quantity (Mandatory):	1
5. Description	Dell Optiplex and monitor (AX510)
5. Manufacturer ID #	6PLNML1
5. Oracle Asset #	ALREADY RETIRED
5. Condition of Assets	Working
Transferring Dept.:	County Court at Law 4
Transferring Dept. Contact Person	Sharrion Threadgill
Transferring Dept. Contact Ph#:	(512) 943-1681
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Sharrion Threadgill 10/15/2021 11:27 AM

Asset Status Change

Asset Status Change

Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	
Purchasing Final Determination	Auction
Court Date:	11/2/2021
Agenda Item:	27847

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|damaris.morales@wilco.org - 13-07-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	3
1. Description:	Manfotto Tripod Model #126BSU
1. Manufacturer ID #:	N/A
1. Oracle Asset #:	N/A
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	3
2. Description:	Agile Mesh Camera Mobile Systems
2. Manufacturer ID #:	SN #1410017, #1410016, #1410015
2. Oracle Asset #:	100235
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	1
3. Description:	Ergotron dual monitor stand
3. Manufacturer ID #:	N/A
3. Oracle Asset #:	N/A
3. Condition of Assets:	Unknown
4. Quantity (Mandatory):	1
4. Description:	Radio Under Cover Remote kit w/earpiece and misc cables
4. Manufacturer ID #:	Unknown
4. Oracle Asset #:	N/A
4. Condition of Assets:	Unknown
5. Quantity (Mandatory):	7
5. Description	Headset and miscellaneous cables
5. Manufacturer ID #	Unknown
5. Oracle Asset #	N/A
5. Condition of Assets	Unknown
Transferring Dept.:	Emergency Management
Transferring Dept. Contact Person	Damaris Morales

Asset Status Change

Asset Status Change

Transferring Dept. Contact Ph#:	512-864-8248
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Shantelle Brannon 9/28/2021 1:20 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	11/2/2021

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|david.cella@wilco.org - 24-09-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	iRepond System
1. Manufacturer ID #:	None
1. Oracle Asset #:	N/A
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Califone
2. Manufacturer ID #:	None
2. Oracle Asset #:	N/A
2. Condition of Assets:	Working
3. Quantity (Mandatory):	2
3. Description:	Logitech Keyboard/Mouse
3. Manufacturer ID #:	MK550
3. Oracle Asset #:	N/A
3. Condition of Assets:	Working
4. Quantity (Mandatory):	2
4. Description:	Dell Keyboard
4. Manufacturer ID #:	KM632
4. Oracle Asset #:	N/A
4. Condition of Assets:	Working
5. Quantity (Mandatory):	1
5. Description	Box of Misc. Cables, Power-Strips, Extension Cords
5. Manufacturer ID #	None
5. Oracle Asset #	N/A
5. Condition of Assets	Unknown
Transferring Dept.:	HazMat
Transferring Dept. Contact Person	Hank Jones

Asset Status Change

Asset Status Change

Transferring Dept. Contact Ph#:	5129433679
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Hank Jones 10/6/2021 2:29 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Agenda Item:	27847

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|julie.schultz@wilco.org - 30-09-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Latitude 3390 2n1 Wilco#8216
1. Manufacturer ID #:	FNSZ22P2
1. Oracle Asset #:	215049
1. Condition of Assets:	Unknown
Transferring Dept.:	Information Systems
Transferring Dept. Contact Person	Julie Schultz
Transferring Dept. Contact Ph#:	512-943-1450
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Tammy McCulley 9/30/2021 12:27 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	11/2/2021

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|julie.schultz@wilco.org - 01-10-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Latitude 5290 2n1 Wilco #8264
1. Manufacturer ID #:	9H9JWQ2
1. Oracle Asset #:	NOT FOUND
1. Condition of Assets:	Unknown
Transferring Dept.:	Information Systems
Transferring Dept. Contact Person	Julie Schultz
Transferring Dept. Contact Ph#:	512-943-1450
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Tammy McCulley 10/1/2021 12:23 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	11/2/2021
Agenda Item:	27847

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|julie.schultz@wilco.org - 05-10-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	5
1. Description:	Samsung 42" display/tv
1. Manufacturer ID #:	42" - blank S/N
1. Oracle Asset #:	N/A
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	15
2. Description:	Samsung 42" display/tv
2. Manufacturer ID #:	028yhcjg5001135j 028xhcjg300268z 028yhcmfc01937h 028xhcjg300278k 028yhcmfa00829n 028xhcjg3001199j 0443hcjg600216j 028xhcjg400067l 028xhcjg300273h 028xhcjg300277x 028xhcjg300259v 028yhcmfc01938x 028xhcjg300271p 028xhcjg300275b 028yhcmfa00665t
2. Oracle Asset #:	N/A
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	1
3. Description:	LG 42" display/tv
3. Manufacturer ID #:	806mxskmf894
3. Oracle Asset #:	N/A
3. Condition of Assets:	Working
4. Quantity (Mandatory):	20
4. Description:	Digital Display Controllers
4. Manufacturer ID #:	250a4440397 250b5170171 250b5030456 250b55170169 250b5170172 250b5030454 250b5030455 250b5030416 250b55030417 250b5030026 250b5030020 250b5030027 250b5030022 250b5030003 250b5030010 250b5030028 250b5030009 250b5030413 25na8400086 1812121892
4. Oracle Asset #:	N/A
4. Condition of Assets:	Unknown
Transferring Dept.:	Information Systems
Transferring Dept. Contact Person	Julie Schultz
Transferring Dept. Contact Ph#:	512-943-1450

Asset Status Change

Asset Status Change

Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Tammy McCulley 10/5/2021 10:39 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	11/2/2021
Agenda Item:	27847

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|khancock@wilco.org - 29-09-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Hon Metal Supply cabinet
1. Manufacturer ID #:	HON C5ZGFL
1. Oracle Asset #:	N/A
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Uline Metal Supply cabient
2. Manufacturer ID #:	N/A
2. Oracle Asset #:	N/A
2. Condition of Assets:	Working
Transferring Dept.:	Purchasing
Transferring Dept. Contact Person	Kerstin Hancock
Transferring Dept. Contact Ph#:	512-943-1546
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Kerstin Hancock 9/29/2021 8:43 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	11/2/2021

Asset Status Change

Commissioners Court - Regular Session **6.**

Meeting Date: 11/02/2021

Assets for Transfer Monthly Report 11.2.21

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Transfer, pursuant to Tx. Local Gov't Code 263.152, for the period of 10/01/2021 through 10/31/2021.

Background

Please see the attached list for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Assets for Transfer Monthly Report 11.2.21

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	10/28/2021 08:43 AM
County Judge Exec Asst.	Becky Pruitt	10/28/2021 08:44 AM
Form Started By: Mary Watson		Started On: 10/19/2021 10:36 AM
Final Approval Date: 10/28/2021		

"October 2021 Monthly Report

Williamson County - Assets for Transfer

Item	Serial Number	Quantity
LG TV - 49UT640S0UA	911MXPHRP808	1
Body Armor - Front Panel	200000186186	1
Body Armor - Back Panel	200000186167	1
Motorola APX6000 III ARES Radio	481CSK4338	1
Dell Latitude 3400	JZ09KT2	1
Dell Latitude 3400	7Z09KT2	1
Dell Latitude 3400	DZ09KT2	1
Dell Latitude 3400	224302	1
iPad model BCGA1954	See List	3
Motorola APX 8000XE III Dual Band	581CSM1008	1
Motorola APX 8000XE III Dual Band	581CSM1010	1
Motorola APX 8000XE III Dual Band	581CSM1013	1
Motorola APX 8000XE III Dual Band	581CSM1017	1
Motorola APX 8000XE III Dual Band	581CSM 1021	1

Court Date: 11/2/2021

Agenda #: 27850

From Department	To Department
Informations Systems	All District Courts
District Attorney	Constable 3
District Attorney	Constable 3
911 Communications	Emergency Management
911 Communications	Emergency Management
911 Communications	Emergency Management
911 Communications	Emergency Management
911 Communications	Emergency Management
Auction	Sheriff's Office
HazMat	Wireless Communications
HazMat	Wireless Communications
HazMat	Wireless Communications
HazMat	Wireless Communications
HazMat	Wireless Communications

Asset Status Change

Title:	i:0#.f|membership|jeff.spencer@wilco.org - 15-10-2021
Disposal Method:	TRANSFER between county departments
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	MOTOROLA APX6000 III (County Asset # 168910) ARES Radio
1. Manufacturer ID #:	481CSK4338
1. Oracle Asset #:	168910,
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	DELL LATITUDE 3400 (County Asset # 224296)
2. Manufacturer ID #:	JZ09KT2
2. Oracle Asset #:	224296
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	DELL LATITUDE 3400 (County Asset # 224297)
3. Manufacturer ID #:	7Z09KT2
3. Oracle Asset #:	224297
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	DELL LATITUDE 3400 (County Asset # 224298)
4. Manufacturer ID #:	DZ09KT2
4. Oracle Asset #:	224298
4. Condition of Assets:	Working
5. Quantity (Mandatory):	1
5. Description	DELL LATITUDE 3400 (County Asset # 224302)
5. Manufacturer ID #	8Z09KT2
5. Oracle Asset #	224302
5. Condition of Assets	Working
Transferring Dept.:	911 Communications
Transferring Dept. Contact Person	Jeff Spencer

Asset Status Change

Asset Status Change

Transferring Dept. Contact Ph#:	512.943.1390
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Thomas Piche 10/18/2021 8:29 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Dept.	Emergency Management
Receiving Department Contact Person:	Shantelle Brannon
Receiving Dept. Contact Ph#:	512.864.8205
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✓ Shantelle Brannon 10/18/2021 9:51 AM
Purchasing Final Determination	Internal Department Transfer
Court Date:	11/2/2021
Agenda Item:	27850

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|julie.schultz@wilco.org - 15-10-2021
Disposal Method:	TRANSFER between county departments
Item(s) Category:	Other
1. Quantity (Mandatory):	3
1. Description:	iPad - Model BCGA1954 - Wilco #12216, 12215, 12217
1. Manufacturer ID #:	DMPYN1PVJF89, DMPYN155JF89, DMPYN1YVJF89
1. Oracle Asset #:	226149, NOT FOUND, NOT FOUND
1. Condition of Assets:	Working
Transferring Dept.:	Auction
Transferring Dept. Contact Person	Julie Schultz
Transferring Dept. Contact Ph#:	512-943-1450
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Tammy McCulley 10/18/2021 10:34 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Dept.	Sheriff's Office
Receiving Department Contact Person:	Morgan Spencer
Receiving Dept. Contact Ph#:	512-352-4825
Receiving Dept. - Elect. Offic./Dept .Head/Auth Staff:	Ken Evans
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✓ Ken Evans 10/15/2021 4:17 PM
Purchasing Final Determination	Internal Department Transfer
Court Date:	11/2/2021
Agenda Item:	27850

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|gfrias@wilco.org - 12-10-2021
Disposal Method:	TRANSFER between county departments
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Body Armor - Front Panel
1. Manufacturer ID #:	200000186186
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	body Armor - Back Banel
2. Manufacturer ID #:	200000186167
2. Condition of Assets:	Working
Transferring Dept.:	District Attorney
Transferring Dept. Contact Person	Grace Frias
Transferring Dept. Contact Ph#:	gfrias@wilco.org
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Grace Frias 10/12/2021 8:36 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Dept.	Constables 3
Receiving Department Contact Person:	Patrick Hurley
Receiving Dept. - Elect. Offic./Dept .Head/Auth Staff:	Patrick Hurley
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✓ Patrick Hurley 10/12/2021 9:09 AM
Purchasing Final Determination	Internal Department Transfer
Court Date:	11/2/2021
Agenda Item:	27850

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|david.cella@wilco.org - 22-09-2021
Disposal Method:	TRANSFER between county departments
Item(s) Category:	Capital Asset (greater than $5000)
1. Quantity (Mandatory):	1
1. Description:	Motorola APX 8000XE III Dual Band
1. Manufacturer ID #:	581CSM1008
1. Oracle Asset #:	168675
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Motorola APX 8000XE III Dual Band
2. Manufacturer ID #:	581CSM1010
2. Oracle Asset #:	168677
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	Motorola APX 8000XE III Dual Band
3. Manufacturer ID #:	581CSM1013
3. Oracle Asset #:	168680
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	Motorola APX 8000XE III Dual Band
4. Manufacturer ID #:	581CSM1017
4. Oracle Asset #:	168684
4. Condition of Assets:	Working
5. Quantity (Mandatory):	1
5. Description	Motorola APX 8000XE III Dual Band
5. Manufacturer ID #	581CSM1021
5. Oracle Asset #	168688
5. Condition of Assets	Working
Transferring Dept.:	HazMat
Transferring Dept. Contact Person	David Cella

Asset Status Change

Asset Status Change

Transferring Dept. Contact Ph#:	512-943-3698
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Hank Jones 10/7/2021 10:25 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Dept.	Wireless Communication
Receiving Department Contact Person:	Paul Swisher
Receiving Dept. Contact Ph#:	512-943-3695
Receiving Dept. - Elect. Offic./Dept .Head/Auth Staff:	Thomas Piche
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✓ Thomas Piche 10/5/2021 1:09 PM
Purchasing Final Determination	Internal Department Transfer
Court Date:	11/2/2021

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|julie.schultz@wilco.org - 12-10-2021
Disposal Method:	TRANSFER between county departments
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	LG TV - 49UT640S0UA
1. Manufacturer ID #:	911MXPHRP808
1. Oracle Asset #:	n/a
1. Condition of Assets:	Working
Transferring Dept.:	Information Systems
Transferring Dept. Contact Person	Julie Schultz
Transferring Dept. Contact Ph#:	512-943-1450
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Tammy McCulley 10/13/2021 6:58 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Dept.	All District Courts
Receiving Department Contact Person:	Ronald Morgan
Receiving Dept. Contact Ph#:	512-943-3530
Receiving Dept. - Elect. Offic./Dept .Head/Auth Staff:	Ronald Morgan
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✓ Ronald S. Morgan, Jr. 10/13/2021 9:18 AM
Purchasing Final Determination	Internal Department Transfer
Court Date:	11/2/2021
Agenda Item:	27850

Asset Status Change

Commissioners Court - Regular Session **7.**

Meeting Date: 11/02/2021

Name change from Industrial Asphalt to Alleyton 1806-242

Submitted By: Kerstin Hancock, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take any necessary action to approve First Addendum for Agreement between Williamson County and Industrial Asphalt, LLC involving Solicitation #1806-242 Flex Base Materials to add assumed name for vendor as Alleyton Resource Company and record same into the Court's minutes.

Background

The vendor requested a name change to add an assumed name. This situation is different from a contract transfer in that no assets or contracts have been transferred, and the original vendor entity remains; however, they have added a d/b/a. Approval of this updated name will minimize confusion in the county's records and allow Accounts Payable to pay invoices correctly going forward.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

addendum

Assumed Name filing

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	10/28/2021 05:00 AM
County Judge Exec Asst.	Becky Pruitt	10/28/2021 08:44 AM
Form Started By: Kerstin Hancock		Started On: 10/26/2021 08:12 PM
Final Approval Date: 10/28/2021		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

FIRST ADDENDUM FOR AGREEMENT BETWEEN WILLIAMSON COUNTY AND INDUSTRIAL ASPHALT, LLC REGARDING SOLICITATION #1806-242 FLEX BASE MATERIALS (R&B DEPARTMENT)

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 ADDENDUM TO THE CONSUTLING AGREEMENT is made and entered into by and between **Williamson County, Texas** (hereinafter "County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Industrial Asphalt, LLC** (hereinafter "Provider"). County agrees to continue engaging Provider 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. Williamson County Solicitation #1806-242 (Flex Base Materials), including attachment(s):
B. Provider's Proposal, including attachment(s);
C. Renewal Addendums; and
D. This Williamson County Addendum.

II.

Assumed Name Added: The Provider's name is updated to reflect its assumed name as follows:

Industrial Asphalt, LLC d/b/a Alleyton Resource Company

III.

In all other respects, the Agreement is reaffirmed.

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

WILLIAMSON COUNTY:	PROVIDER:
_____	_____
Authorized Signature	Authorized Signature
Date: _____, 2021	Date: Oct 26th, 2021

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697

Jose A. Esparza
Deputy Secretary of State

Office of the Secretary of State

CERTIFICATE OF FILING
OF

Industrial Asphalt, LLC
File Number: 801458971
Assumed Name:
Alleyton Resource Company

The undersigned, as Deputy Secretary of State of Texas, hereby certifies that the assumed name certificate for the above named entity has been received in this office and filed as provided by law on the date shown below.

ACCORDINGLY the undersigned, as Deputy Secretary of State, and by virtue of the authority vested in the secretary by law hereby issues this Certificate of Filing.

Dated: 08/10/2021

Effective: 08/10/2021

Jose A. Esparza
Deputy Secretary of State

Office of the Secretary of State
Corporations Section
P.O. Box 13697
Austin, Texas 78711-3697
(Form 503)

Filed in the Office of the
Secretary of State of Texas
Filing #: 801458971 8/10/2021
Document #: 1071031630008
Image Generated Electronically
for Web Filing

ASSUMED NAME CERTIFICATE
FOR FILING WITH THE SECRETARY OF STATE

1. The assumed name under which the business or professional service is or is to be conducted or rendered is:

Alleyton Resource Company

2. The name of the entity as stated in its certificate of formation, application for registration, or comparable document is:

Industrial Asphalt, LLC

3. The state, country, or other jurisdiction under the laws of which it was incorporated, organized or associated is **TEXAS**

4. The period, not to exceed 10 years, during which the assumed name will be used is : **10 year(s)**

5. The entity is a : **Domestic Limited Liability Company (LLC)**

6. The entity's principal office address is:

9020 N. Capital of TX HWY, Bldg II, Ste 250, Austin, Tx, USA 78759

7. The county or counties where business or professional services are being or are to be conducted or rendered under such assumed name are:

ALL COUNTIES

8. The undersigned, if acting in the capacity of an attorney-in-fact of the entity, certifies that the entity has duly authorized the attorney-in-fact in writing to execute this document. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument.

Industrial Asphalt, LLC
Name of the entity

By: **Chris Gaskill**

Signature of officer, general partner, manager, representative or attorney-in-fact of the entity

FILING OFFICE COPY

Commissioners Court - Regular Session **8.**

Meeting Date: 11/02/2021

Name change from Industrial Asphalt to Alleyton 1809-262

Submitted By: Kerstin Hancock, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take any necessary action to approve First Addendum for Agreement Between Williamson County and Industrial Asphalt, LLC involving Solicitation #1809-262 Asphalt Mixes to add assumed name for vendor as Alleyton Resource Company and record same into the Court's minutes.

Background

The vendor requested a name change to add an assumed name. This situation is different from a contract transfer in that no assets or contracts have been transferred, and the original vendor entity remains; however, they have added a d/b/a. Approval of this updated name will minimize confusion in the county's records and allow Accounts Payable to pay invoices correctly going forward.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Addendum

Assumed Name filing

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	10/28/2021 05:02 AM
County Judge Exec Asst.	Becky Pruitt	10/28/2021 08:46 AM
Form Started By: Kerstin Hancock		Started On: 10/26/2021 08:16 PM
Final Approval Date: 10/28/2021		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

FIRST ADDENDUM FOR AGREEMENT BETWEEN WILLIAMSON COUNTY AND INDUSTRIAL ASPHALT, LLC REGARDING SOLICITATION #1809-262 ASPHALT MIXES (R&B DEPARTMENT)

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 ADDENDUM TO THE CONSUTLING AGREEMENT is made and entered into by and between **Williamson County, Texas** (hereinafter "County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Industrial Asphalt, LLC** (hereinafter "Provider"). County agrees to continue engaging Provider 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. Williamson County Solicitation #1809-262 (Asphalt Mixes), including attachment(s):
B. Provider's Proposal, including attachment(s);
C. Renewal Addendums; and
D. This Williamson County Addendum.

II.

Assumed Name Added: The Provider's name is updated to reflect its assumed name as follows:

Industrial Asphalt, LLC d/b/a Alleyton Resource Company

III.

In all other respects, the Agreement is reaffirmed.

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

WILLIAMSON COUNTY:	PROVIDER:
_____	_____
Authorized Signature	Authorized Signature
Date: _____, 2021	Date: Oct 26th, 2021

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697

Jose A. Esparza
Deputy Secretary of State

Office of the Secretary of State

CERTIFICATE OF FILING
OF

Industrial Asphalt, LLC
File Number: 801458971
Assumed Name:
Alleyton Resource Company

The undersigned, as Deputy Secretary of State of Texas, hereby certifies that the assumed name certificate for the above named entity has been received in this office and filed as provided by law on the date shown below.

ACCORDINGLY the undersigned, as Deputy Secretary of State, and by virtue of the authority vested in the secretary by law hereby issues this Certificate of Filing.

Dated: 08/10/2021

Effective: 08/10/2021

Jose A. Esparza
Deputy Secretary of State

Office of the Secretary of State
Corporations Section
P.O. Box 13697
Austin, Texas 78711-3697
(Form 503)

Filed in the Office of the
Secretary of State of Texas
Filing #: 801458971 8/10/2021
Document #: 1071031630008
Image Generated Electronically
for Web Filing

ASSUMED NAME CERTIFICATE
FOR FILING WITH THE SECRETARY OF STATE

1. The assumed name under which the business or professional service is or is to be conducted or rendered is:

Alleyton Resource Company

2. The name of the entity as stated in its certificate of formation, application for registration, or comparable document is:

Industrial Asphalt, LLC

3. The state, country, or other jurisdiction under the laws of which it was incorporated, organized or associated is **TEXAS**

4. The period, not to exceed 10 years, during which the assumed name will be used is : **10 year(s)**

5. The entity is a : **Domestic Limited Liability Company (LLC)**

6. The entity's principal office address is:

9020 N. Capital of TX HWY, Bldg II, Ste 250, Austin, Tx, USA 78759

7. The county or counties where business or professional services are being or are to be conducted or rendered under such assumed name are:

ALL COUNTIES

8. The undersigned, if acting in the capacity of an attorney-in-fact of the entity, certifies that the entity has duly authorized the attorney-in-fact in writing to execute this document. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument.

Industrial Asphalt, LLC
Name of the entity

By: **Chris Gaskill**

Signature of officer, general partner, manager, representative or attorney-in-fact of the entity

FILING OFFICE COPY

Commissioners Court - Regular Session **9.**

Meeting Date: 11/02/2021

ALICE Receptionist System (Additional System) for County Attorney

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the agreement between WINTECH, LLC and Williamson County for a second Alice Receptionist Enterprise Subscription software system for one year for $6,216.60, and authorizing the execution of the agreement.

Background

One year agreement will benefit the County Attorney Office with a second system and contract terms to begin on 09/20/2021 and end on 09/20/2022, with options for 12 month renewals approved by Commissioners Court. This subscription is for an integrated suite of software and services allowing subscribers to manage buildings and public spaces to facilitate interaction between building visitors and employees. The platform provides a virtual receptionist and interactive information. The application and services are provided by the company under the trade name "Alice Receptionist". IT has reviewed and approved the renewal of this product. Department Contact is Stephanie Lloyd. Funding Source: 0100.0475.003011 Computer Software.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Alice Receptionist 2nd System redacted

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	10/28/2021 04:14 AM
County Judge Exec Asst.	Becky Pruitt	10/28/2021 08:34 AM
Form Started By: Mary Watson		Started On: 10/18/2021 03:04 PM
Final Approval Date: 10/28/2021		



WinTech LLC
11920 Southern Highlands Pkwy #101
Las Vegas, NV 89141
USA

ALICE SUBSCRIPTION QUOTE

Prepared For	**Prepared By**
Williamson County Attorneys Office	Haleigh Isbill
Quotation Date	**Valid Until**
09/20/2021 03:53pm	09/20/2021
Quote Number	**Payment Terms**
[redacted]	Due On Receipt

Quantity	Product	Description	List	Discount	Sale Price	Tax	Total
1	Enterprise 1 year	ALICE Receptionist Enterprise Subscription	5,988.00	5%%	5,688.60	0%	5,688.60
Subscription Period (Est.): **09/20/2021** to **09/20/2022**							
NOTES:							
22	Additional Video License	Additional Video License ($2.00/mo or $24/year)	24.00	%	24.00	0%	528.00
Subscription Period (Est.): **09/20/2021** to **09/20/2022**							
NOTES:							

Total	6,516.00
Discount	-299.40
Subtotal	6,216.60
Tax	0.00
Shipping	0.00
Grand Total	6,216.60

Authorized Signer Name	Authorized Signature	Date

Commissioners Court - Regular Session **10.**

Meeting Date: 11/02/2021

TransUnion (TRADS) Agreement for County Attorney

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 renewal agreement between Williamson County and TransUnion Risk and Alternative Data Solutions, Inc. (TRADS) for a customized search and locate tool for law enforcement agents in the amount of $100.00 per month and authorizing the execution of the agreement.

Background

Approving this renewal will benefit the Williamson County Attorney's Office with the latest, most accurate data to ensure that proper identification is made while using multi-jurisdictional search tools designed for law enforcement. Data can include property, tax, and deed records, checking and debit account management, social media, telephone records and address stability. The cost for this is $100.00 per month for 150 transactions per month for a twelve (12) month period of time. The department point of contact is Deputy Chief Investigator John McKinney. The line item being charged is 01.0100.0475.004210

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

TransUnion Agreement County Attorney's Office redacted

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	10/28/2021 03:36 AM
County Judge Exec Asst.	Becky Pruitt	10/28/2021 08:48 AM
Form Started By: Mary Watson		Started On: 10/27/2021 10:30 AM
Final Approval Date: 10/28/2021		

TransUnion

PRICING SUPPLEMENT

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

1. **Effective Date; Term.** The Effective Date of this Supplement is specified in the Pricing Sheet. This Supplement shall commence upon the Effective Date and continue for the period specified in the Pricing Sheet ("Supplement Term"). Thereafter, this Supplement shall automatically renew for successive periods equal to the Supplement Term, unless either party provides the other party with written notice of termination at least sixty (60) days prior to the expiration of the then-current Supplement Term. Upon termination of this Supplement, the Agreement will continue in effect in accordance with the terms therein, absent this Supplement, subject to TRADS's then-current fees and charges for the TRADS Services accessed thereafter. TRADS reserves the right to terminate this Supplement for convenience at any time.

2. **Fees and Charges**. Agency agrees to be bound by this Supplement and agrees to pay all fees and charges set forth in the Pricing Sheet during the Supplement Term.

3. **Miscellaneous.** In the event of a conflict between the terms of this Pricing Supplement and any prior pricing supplement, agreement or understanding with respect to the TRADS Services identified herein, the terms of this Pricing Supplement shall supersede, control and otherwise replace. In the event any one or more provisions of this Supplement, or the Pricing Sheet, is held to be invalid or unenforceable, the enforceability of any remaining provision(s) shall be unimpaired. All capitalized terms used but not defined in this Supplement will have the same meanings given to them in the Agreement. Except as provided in this Supplement, all other terms the Agreement shall remain in full force and effect in accordance with its terms. In the event of a conflict between the terms of the Agreement and this Supplement, the terms of this Supplement will apply.

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

TransUnion

PRICING SHEET to Pricing Supplement

"Agency": Williamson County Attorney's Office - TX **Agency ID:** [redacted] **TRADS Services:** TLOxp® Online - Non-Batch LE Flat Rate **Effective Date:** 12/01/2021 **Supplement Term:** 12 month(s) with auto-renewal.	**"Monthly Fee":** USD 100.00 **"Number of Monthly Transactions":** 150 The Monthly Fee includes the Number of Monthly Transactions, subject to the Excluded Items and Overage Transaction pricing. Unused Number of Monthly Transactions do not rollover into a subsequent month.

INCLUDED SEARCHES AND REPORTS:

The Monthly Fee includes all searches and reports currently offered through the TRADS Services as of the Effective Date, with the exception of the searches and reports listed below ("Excluded Items"), unless checked below, in which case, the checked items are included in the Monthly Fee.

	Social Media Comprehensive Report	X	Comprehensive Report – Person
X	Social Media Basic Search	X	Comprehensive Report – Business
X	Super Reverse Phone Lookup	X	Address Report
X	Relationship Report	X	Locate/Asset Report
X	Real-Time Phone Carrier Search	X	Phone Report
	Real-Time Arrests & Incarcerations		

The Excluded Items are subject to TRADS' then-current fees and charges (unless a price is specified above) on a per Transaction basis, subject to Agency's data access rights. The fees and charges for Excluded Items are in addition to the Monthly Fee. TRADS reserves the right to exclude (as Excluded Items) future released searches and/or reports from the Monthly Fee.

OVERAGE TRANSACTION PRICING:

Transactions exceeding the Number of Monthly Transactions are subject to TRADS' then-current fees and charges on a per Transaction basis, except as specified otherwise below ("Overage Transactions") and subject to Agency's data access rights. Fees and charges for Overage Transactions are in addition to the Monthly Fee.

"Transactions" means any information returned by TRADS in response to a search query (whether in the form of search results or a report).

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

Williamson County Attorney's Office - TX
("Agency")

By: _____
Representative

_____
Full Name

_____
Title

_____
Date Signed

Commissioners Court - Regular Session **11.**

Meeting Date: 11/02/2021

Sharp Lease Agreement Budget 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 lease between Williamson County and SHARP Electronics Corp. for one (1) copy machine in the amount of $119.69 per month for sixty (60) months, for the Budget Office, pursuant to DIR contract #DIR-CPO-4433.

Background

Approval of this lease will support the operations of the Williamson County Budget Office. The proposed lease through SHARP Electronics is for a term of 60 months effective December 1, 2021, and includes one (1) copy machine at a monthly rate of $119.69, (Including 3000 copies/prints per month, delivery, installation, training, parts, labor and toner, overages will be billed at $0.0070 each). Legal and Contract Audit have approved this agreement. Budget and Audit have approved for FY22. Department contact is Saira Hernandez. This expenditure will be charged to 01.0100.0491.004621.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Sharp Lease Budget Office

DIR CPO Contract

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	10/28/2021 04:04 AM
County Judge Exec Asst.	Becky Pruitt	10/28/2021 08:38 AM
Form Started By: Mary Watson		Started On: 10/26/2021 08:39 AM
Final Approval Date: 10/28/2021		

SHARP ELECTRONICS CORPORATION
STATE OF TEXAS DIR-CPO-4433 QUOTE

Vendor Name:	SHARP Electronics Corp.; C/O SHARP Business Systems
Address:	100 Paragon Drive Box Q
City, State Zip	Montvale, NJ 07645

Date:	10/21/21
Quote No:	[redacted]

Customer Name/Invoice Address:	Delivery Address:
Williamson County Judge	Williamson County Budget Ofc
710 Main Street, 1st Fl.	710 Main Street 1st Fl.
Georgetown, TX 78626	Georgetown, TX 78626

Contact Name	Sarah Crain	Phone:	512.943.1453
		E-Mail:	sarah.crain@wilco.org
SHARP Business Systems, M.D. Leonard		Quoting Reseller:	SHARP Business Systems, 2600 Longhorn Blvd., Ste 102 Austin, Texas 78758 512-835-1000 **MDL**
Dealer Authorized Signature M Leonard 10/21/21		Installing Reseller:	SHARP Business Systems, 2600 Longhorn Blvd., Ste 102 Austin, Texas 78758 512-835-1000 **MDL**

Item	Description	QTY		Cost/Mo.
1	**Sharp MX-M5071; 50 ppm Digital Copier** **w/ 150 Sheet Single Pass Doc. Feed. and (1) X 550 Sheet Paper Drawer** MX-DE26N; Stand w/ (2) addt'l 550 Sheet Paper Drawers MX-FN27N; Inner Finisher MX-PN14B; 3 Hole Punch Includes: 3,000 copies/mo.; Overages @ $0.0070 ea. Includes: Delivery, Installation, Training, Parts, Labor, Toner, and Staples			$119.69
	State of Texas DIR 60 Month Lease		**Monthly Total**	**$119.69**

P.O. NUMBER:

DATE:

SAMPLE PO

VENDOR:
SHARP ELECTRONICS CORPORATION
C/O SHARP BUSINESS SYSTEMS
100 PARAGON DR, BOX Q
MONTVALE, NJ 07645

REQUESTED BY: CRAIN, SARAH
512.943.1453

SHIP TO:
WILLIAMSON COUNTY BUDGET OFC
710 MAIN ST. 1st FL
GEORGETOWN, TX 78626

BILL TO:
WILLIAMSON COUNTY BUDGET OFC
710 MAIN ST., 1st Fl.
GEORGETOWN, TX 78626

Description	Price	Per	Amount
SHARP MX-M5071, MX-DE26N, MX-FN27N, MX-PN14B $119.69 PER MONTH 12/01/21 THRU 09/30/22 SERVICE FOR 3,000 COPIES/MO. 3,001+ COPIES @ $0.0070 ea.	119.69	10	1,196.90

NOTES TO SUPPLIER:
60 MONTH DIR-CPO-4433 LEASE

Total 1,196.90

AUTHORIZED BY:

STATE OF TEXAS
DEPARTMENT OF INFORMATION RESOURCES

CONTRACT FOR PRODUCTS AND RELATED SERVICES

Sharp Electronics Corporation

1. Introduction

A. Parties

This Contract for products and related services is entered into between the State of Texas, acting by and through the Department of Information Resources (hereinafter "DIR") with its principal place of business at 300 West 15th Street, Suite 1300, Austin, Texas 78701, and Sharp Electronics Corporation (hereinafter "Vendor"), with its principal place of business at 100 Paragon Drive, Montvale, NJ 07645.

B. Compliance with Procurement Laws

This Contract is the result of compliance with applicable procurement laws of the State of Texas. DIR issued a solicitation on the Comptroller of Public Accounts' Electronic State Business Daily, Request for Offer (RFO) DIR-TSO-TMP-419, on 12/12/2018, for Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services. Upon execution of this Contract, a notice of award for RFO DIR-TSO-TMP-419 shall be posted by DIR on the Electronic State Business Daily.

C. Order of Precedence

For purchase transactions under this Contract, the order of precedence shall be as follows: this Contract; Appendix A, Standard Terms and Conditions For Products and Related Services Contracts; Appendix B, Vendor's Historically Underutilized Businesses Subcontracting Plan; Appendix C, Pricing Index; Appendix D, Customer Service Agreement; Appendix E, Master Operating Lease Agreement; Appendix F, Master Lease Agreement; Exhibit 1, Vendor's Response to RFO DIR-TSO-TMP-419, including all addenda; and Exhibit 2, RFO DIR-TSO-TMP-419, including all addenda; are incorporated by reference and constitute the entire agreement between DIR and Vendor governing purchase transactions. For Lease transactions under this Contract the order of precedence shall be as follows: this Contract; Appendix E, Master Operating Lease Agreement; Appendix F, Master Lease Agreement, as applicable depending on the type of lease; Appendix A, Standard Terms and Conditions For Products and Related Services Contracts; Appendix B, Vendor's Historically Underutilized Businesses Subcontracting Plan; Appendix C, Pricing Index; Appendix D, Customer Service Agreement; Exhibit 1, Vendor's Response to RFO DIR-TSO-TMP-419, including all addenda; and Exhibit 2, RFO DIR-TSO-TMP-419, including all addenda; are incorporated by reference and constitute the entire agreement between DIR and Vendor governing lease transactions. In the event of a conflict between the documents listed in this paragraph related to purchases, the controlling document shall be this Contract, then Appendix A, then Appendix B, then Appendix C, then Appendix D, then Appendix E, then Appendix F, then Exhibit 1, and finally Exhibit 2. In the event of a conflict between the documents listed in this

paragraph related to lease transactions, the controlling document shall be this Contract, then Appendix E or Appendix F, depending on the type of lease transaction, then Appendix A, then Appendix B, then Appendix C, then Appendix D, then Exhibit 1, and finally Exhibit 2. In the event and to the extent any provisions contained in multiple documents address the same or substantially the same subject matter but do not actually conflict, the more recent provisions shall be deemed to have superseded earlier provisions.

2. Term of Contract

The initial term of this Contract shall be two (2) years commencing on the last date of approval by DIR and Vendor, with one (1) optional two-year renewal and one (1) optional one-year renewal. Prior to expiration of each term, the contract will renew automatically under the same terms and conditions unless either party provides notice to the other party 60 days in advance of the renewal date stating that the party wishes to discuss modification of terms or not renew. Additionally, the parties by mutual agreement may extend the term for up to ninety (90) additional calendar days.

3. Product and Service Offerings

A. Products

Products available under this Contract are limited to Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services as specified in Appendix C, Pricing Index. Vendor may incorporate changes to their product offering; however, any changes must be within the scope of products awarded based on the posting described in Section 1.B above. Vendor may not add a manufacturer's product line which was not included in the Vendor's response to the solicitation described in Section 1.B above.

B. Services

Services available under this Contract are limited to Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services as specified in Appendix C, Pricing Index. Vendor may incorporate changes to their service offering; however, any changes must be within the scope of services awarded based on the posting described in Section 1.B above.

4. Pricing

Pricing to the DIR Customer shall be as set forth in Appendix A, Section 8, Pricing, Purchase Orders, Invoices and Payment, and as set forth in Appendix C, Pricing Index, and shall include the DIR Administrative Fee.

5. DIR Administrative Fee

A) The administrative fee to be paid by the Vendor to DIR based on the dollar value of all sales to Customers pursuant to this Contract is three-quarters of one percent (.75%). Payment will be calculated for all sales, net of returns and credits. For example, the administrative fee for sales totaling $100,000 shall be $750.00.

B) All prices quoted to Customers shall include the administrative fee. DIR reserves the right to change this fee upwards or downwards during the term of this Contract, upon written notice to Vendor without further requirement for a formal contract amendment. Any change in the administrative fee shall be incorporated in the price to the Customer.

6. Notification

All notices under this Contract shall be sent to a party at the respective address indicated below.

If sent to the State:
Kelly A Parker, CTPM, CTCM
Director, Cooperative Contracts
Department of Information Resources
300 W. 15th St., Suite 1300
Austin, Texas 78701
Phone: (512) 475-1647
Facsimile: (512) 475-4759
Email: kelly.parker@dir.texas.gov

If sent to the Vendor:
Brenda Siemer
Sharp Electronics Corporation
100 Paragon Drive Montvale, NJ 07645
Phone: (201) 529-0354
Facsimile: (201) 529-9454
Email: siemerb@sharpsec.com

7. Software License, Service and Leasing Agreements

A. Shrink/Click-wrap License Agreement

Regardless of any other provision or other license terms which may be issued by Vendor after the effective date of this Contract, and irrespective of whether any such provisions have been proposed prior to or after the issuance of a Purchase Order for products licensed under this Contract, or the fact that such other agreement may be affixed to or accompany software upon delivery (shrink-wrap), the terms and conditions set forth in this Contract shall supersede and govern the license terms between Customers and Vendor. **It is the Customer's responsibility to read the Shrink/Click-wrap License Agreement and determine if the Customer accepts the license terms as amended by this Contract. If the Customer does not agree with the license terms, Customer shall be responsible for negotiating with the reseller to obtain additional changes in the Shrink/Click-wrap License Agreement language from the software publisher.**

B. Service Agreement

Services provided under this Contract shall be in accordance with the Service Agreement as set forth in Appendix D of this Contract. No changes to the Service Agreement terms and conditions may be made unless previously agreed to by Vendor and DIR.

C. Master Operating Lease Agreement

DIR and Vendor hereby agree that Vendor is authorized to utilize the Master Operating Lease Agreement in Appendix E of this Contract for Lessees that are Texas State Agencies or otherwise authorized to conduct lease transactions through DIR contracts.

D. Master Lease Agreement

DIR and Vendor hereby agree that Vendor is authorized to utilize the Master Lease Agreement in Appendix F of this Contract for DIR authorized entities as Lessees that are **not** Texas State Agencies or otherwise required by statute to utilize the Texas Public Finance Authority for such leasing transactions. Texas State Agencies that have the requisite capital authority and who are not required to utilize such authority via the Texas Public Finance Authority may or may not be eligible to utilize the Master Lease Agreement; each such agency must confer with its own counsel to make this determination.

E. Conflicting or Additional Terms

In the event that conflicting or additional terms in Vendor Software License Agreements, Shrink/Click Wrap License Agreements, Service Agreements or linked or supplemental documents amend or diminish the rights of DIR Customers or the State, such conflicting or additional terms shall not take precedence over the terms of this Contract.

In the event of a conflict, any linked documents may not take precedence over the printed or referenced documents comprising this contract; provided further that any update to such linked documents shall only apply to purchases or leases of the associated Vendor product or service offering after the effective date of the update; and, provided further, that, if Vendor has responded to a solicitation or request for pricing, no update of such linked documents on or after the initial date of Vendor's initial response shall apply to that purchase unless Vendor directly informs Customer of the update before the purchase is consummated.

In the event that different or additional terms or conditions would otherwise result from accessing a linked document, agreement to said linked document shall not be effective until reviewed and approved in writing by Customer's authorized signatory.

Vendor shall not [without prior written agreement from Customer's authorized signatory,] require any document that: 1) diminishes the rights, benefits, or protections of the Customer, or that alters the definitions, measurements, or method for determining any authorized rights, benefits, or protections of the Customer; or 2) imposes additional costs, burdens, or obligations upon Customer, or that alters the definitions, measurements, or method for determining any authorized costs, burdens, or obligations upon Customer.

If Vendor attempts to do any of the foregoing, the prohibited documents will be void and inapplicable to the contract between DIR and Vendor or Vendor and Customer, and Vendor will nonetheless be obligated to perform the contract without regard to the prohibited documents, unless Customer elects instead to terminate the contract, which in such case may be identified as a termination for cause against Vendor.

The foregoing requirements apply to all contracts, including, but not limited to, contracts between Customer and a reseller who attempts to pass through documents and obligations from its Manufacturer of Publisher.

8. Authorized Exceptions to Appendix A, Standard Terms and Conditions for Product and Related Services Contracts.

No exceptions have been agreed to by DIR and Vendor.

(Remainder of this page intentionally left blank)

This Contract is executed to be effective as of the date of last signature.

Sharp Electronics Corporation

Authorized By: Signature on File

Name: Mike Marusic

Title: President

Date: 08/02/2019

The State of Texas, acting by and through the Department of Information Resources

Authorized By: Signature on File

Name: Hershel Becker

Title: Chief Procurement Officer

Date: 08/09/2019

Office of General Counsel: Signature on File: 08/07/2019

Commissioners Court - Regular Session **12.**

Meeting Date: 11/02/2021

Core Office Interiors Furniture Purchase for Elections

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the purchase of furniture from Core Office Interiors in the amount of $12,149.16 pursuant to BuyBoard contract #584-19, and authorizing execution of the quote.

Background

Approval of this purchase will support the operations of the Williamson County Elections Department. Quote is attached that outlines the different furniture components to be purchased and labor. Legal, contract audit, and budget have reviewed this purchase. Department contact is Christopher Davis. This expenditure will be charged to FY22 01.0100.0492.003005.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Quote

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	10/28/2021 04:57 AM
County Judge Exec Asst.	Becky Pruitt	10/28/2021 08:43 AM
Form Started By: Erica Smith		Started On: 10/26/2021 03:18 PM
Final Approval Date: 10/28/2021		

CORE office interiors

Quote

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

Order Number	[redacted]
Date	10/19/2021
Proposal Valid Through	11/18/2021
Customer PO No	
Customer Name	WILLIAMSON COUNTY
Salesperson	Crista Connell
Project Number	
Terms	DUE UPON RECEIPT
Page	1 of 8

TO
WILLIAMSON COUNTY
100 WILCO WAY
SUITE P101
GEORGETOWN, TX 78626

ATTN: Jenifer Favreau
Phone: (512) 943-1628
Email: jfavreau@wilco.org

SHIP TO
WILLIAMSON COUNTY
100 WILCO WAY
SUITE P101
GEORGETOWN, TX 78626

ATTN: Jenifer Favreau
Phone: (512) 943-1628
Email: jfavreau@wilco.org

Prepared for : Crista Connell

Group	Quantity	Description	Unit Price	Extended Amount
A	1.0	Storage Room	3,660.23	3,660.23

Line	Quantity	Description	Unit Price	Extended Amount
6	4.00 Each	HON INDUSTRIES HPWRMOD2UWM--.STRM 2 Receptacle 2 USB Under-Wrksf Mount .STRM:Storm Tag: A_STORAGE ROOM Contract #: BuyBoard#584-19	136.50	546.00
7	1.00 Each	HON INDUSTRIES HWR2472P--$(L1STD)-.COGN-.COGN-.P Systems Rectangular Worksurface Edgeband 24D x 72W $(L1STD):Grd L1 Standard Laminates .COGN:LAM: Cognac .COGN:EDGE: Cognac .P:Grommet: Black Tag: A_STORAGE ROOM Contract #: BuyBoard#584-19	145.75	145.75
8	1.00 Each	HON INDUSTRIES HLSL1436BH--$(L1STD)-.COGN 14D x 36"W x 35" H Bookcase Hutch (no doors) $(L1STD):Grd L1 Standard Laminates .COGN:LAM: Cognac Tag: A_STORAGE ROOM Contract #: BuyBoard#584-19	342.35	342.35
9	4.00 Each	HON INDUSTRIES HLSL2428O--$(P1)-.P 24"D x 28"H O-Leg Support for Wksf (single leg) $(P1):P1 Paint Opts .P:Black Tag: A_STORAGE ROOM	155.30	621.20

CORE office interiors

Quote

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

Order Number	[redacted]
Date	10/19/2021
Proposal Valid Through	11/18/2021
Customer PO No	
Customer Name	WILLIAMSON COUNTY
Salesperson	Crista Connell
Project Number	
Terms	DUE UPON RECEIPT
Page	2 of 8

		Contract #: BuyBoard#584-19		
10	1.00 Each	HON INDUSTRIES HLSL2436L2--$(L1STD)-.COGN-$(L1STD)-.COGN-.P Voi 2 drawer lateral: 24x36x29.5 $(L1STD):Grd L1 Standard Laminates .COGN:LAM: Cognac $(L1STD):Grd L1 Standard Laminates .COGN:LAM: Cognac .P:Pull Type: Black Tag: A_STORAGE ROOM Contract #: BuyBoard#584-19	589.86	589.86
11	4.00 Each	HON INDUSTRIES HLSL3028O--$(P1)-.P 30"D x 28"H O-Leg Support for Wksf (single leg) $(P1):P1 Paint Opts .P:Black Tag: A_STORAGE ROOM Contract #: BuyBoard#584-19	171.83	687.32
12	1.00 Each	HON INDUSTRIES HLSLR2466--$(L1STD)-.COGN-COGN-.G-P Voi 24"D x 66" W Rectangle Worksurface $(L1STD):Grd L1 Standard Laminates .COGN:LAM: Cognac COGN:EDGE: Cognac .G:Grommets P:Clr: Black Tag: A_STORAGE ROOM Contract #: BuyBoard#584-19	186.17	186.17
13	1.00 Each	HON INDUSTRIES HLSLR3072--$(L1STD)-.COGN-COGN-.G-P Voi 30"D x 72" W Rectangle Worksurface $(L1STD):Grd L1 Standard Laminates .COGN:LAM: Cognac COGN:EDGE: Cognac .G:Grommets P:Clr: Black Tag: A_STORAGE ROOM Contract #: BuyBoard#584-19	229.25	229.25
14	1.00 Each	HON INDUSTRIES HLSLR3084--$(L1STD)-.COGN-COGN-.G-P Voi 30"D x 84" W Rectangle Worksurface $(L1STD):Grd L1 Standard Laminates .COGN:LAM: Cognac COGN:EDGE: Cognac .G:Grommets P:Clr: Black	312.33	312.33

CORE office interiors

Quote

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

Order Number	[redacted]
Date	10/19/2021
Proposal Valid Through	11/18/2021
Customer PO No	
Customer Name	WILLIAMSON COUNTY
Salesperson	Crista Connell
Project Number	
Terms	DUE UPON RECEIPT
Page	3 of 8

		Tag: A_STORAGE ROOM Contract #: BuyBoard#584-19		

Group	Quantity	Description	Unit Price	Extended Amount
B	1.0	Office 507	2,052.97	2,052.97

Line	Quantity	Description	Unit Price	Extended Amount
15	1.00 Each	HON INDUSTRIES HHN831124--.S Flat Bracket 24D .S:Color: Charcoal Tag: B_OFFICE 507 Contract #: BuyBoard#584-19	18.00	18.00
16	1.00 Each	HON INDUSTRIES HLSL5414L--$(L1STD)-.COGN-.P 54"W x 14"H Laminate Floating Modesty Panel $(L1STD):Grd L1 Standard Laminates .COGN:LAM: Cognac .P:Color: Black Tag: B_OFFICE 507 Contract #: BuyBoard#584-19	112.23	112.23
17	1.00 Each	HON INDUSTRIES H105102--$(L1STD)-.COGN-COGN 10500 SeriesMobile Full Ht Ped B/B/F 15-5/8W x 22-3/4D $(L1STD):Grd L1 Standard Laminates .COGN:LAM: Cognac COGN:LAM: Cognac Tag: B_OFFICE 507 Contract #: BuyBoard#584-19	430.35	430.35
18	1.00 Each	HON INDUSTRIES H105106--$(L1STD)-.COGN-COGN 10500 Series 15 3/4Wx18 7/8Dx21 7/8H Mobile Ped B/F $(L1STD):Grd L1 Standard Laminates .COGN:LAM: Cognac COGN:LAM: Cognac Tag: B_OFFICE 507 Contract #: BuyBoard#584-19	359.58	359.58
19	1.00 Each	HON INDUSTRIES HLPLPSEAT1520--.WM01 Mod Ped Cushion 15Wx20D .WM01:Warm Neutral Tag: B_OFFICE 507	44.18	44.18

CORE office interiors

Quote

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

Order Number	[redacted]
Date	10/19/2021
Proposal Valid Through	11/18/2021
Customer PO No	
Customer Name	WILLIAMSON COUNTY
Salesperson	Crista Connell
Project Number	
Terms	DUE UPON RECEIPT
Page	4 of 8

		Contract #: BuyBoard#584-19		
20	1.00 Each	HON INDUSTRIES HSWEEPA2 Sweep Handle Kit Black 2-Pack Tag: B_OFFICE 507 Contract #: BuyBoard#584-19	22.33	22.33
21	1.00 Each	HON INDUSTRIES HSWEEPA3 Sweep Handle Kit Black 3-Pack Tag: B_OFFICE 507 Contract #: BuyBoard#584-19	28.98	28.98
22	1.00 Each	HON INDUSTRIES HHAB3S3L-G--.P71 Height Adjustable Base - 3 stage, 3 leg - TAA compliant .P71:Black Tag: B_OFFICE 507 Contract #: BuyBoard#584-19	760.32	760.32
23	1.00 Each	HON INDUSTRIES HHAW2448P--$(L1STD)-.COGN-.COGN-.P 48W x 24D Rectangle Worksurface DISC 12/31/21 $(L1STD):Grd L1 Standard Laminates .COGN:LAM: Cognac .COGN:Edge: Cognac .P:Grommet: Black Tag: B_OFFICE 507 Contract #: BuyBoard#584-19	113.75	113.75
24	1.00 Each	HON INDUSTRIES HHAW3072P--$(L1STD)-.COGN-.COGN-.P 72W x 30D Rectangle Worksurface DISC 12/31/21 $(L1STD):Grd L1 Standard Laminates .COGN:LAM: Cognac .COGN:Edge: Cognac .P:Grommet: Black Tag: B_OFFICE 507 Contract #: BuyBoard#584-19	163.25	163.25

Group	Quantity	Description	Unit Price	Extended Amount
C	1.0	Office 409	3,948.37	3,948.37

Line	Quantity	Description	Unit Price	Extended Amount
25	1.00	HON INDUSTRIES	18.00	18.00

CORE office interiors

Quote

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

Order Number	[redacted]
Date	10/19/2021
Proposal Valid Through	11/18/2021
Customer PO No	
Customer Name	WILLIAMSON COUNTY
Salesperson	Crista Connell
Project Number	
Terms	DUE UPON RECEIPT
Page	5 of 8

	Each	HHN831124--.S Flat Bracket 24D .S:Color: Charcoal Tag: C_OFFICE 409 Contract #: BuyBoard#584-19		
26	1.00 Each	HON INDUSTRIES HLSL5414L--$(L1STD)-.COGN-.P 54"W x 14"H Laminate Floating Modesty Panel $(L1STD):Grd L1 Standard Laminates .COGN:LAM: Cognac .P:Color: Black Tag: C_OFFICE 409 Contract #: BuyBoard#584-19	112.23	112.23
27	1.00 Each	HON INDUSTRIES H105106--$(L1STD)-.COGN-COGN 10500 Series 15 3/4Wx18 7/8Dx21 7/8H Mobile Ped B/F $(L1STD):Grd L1 Standard Laminates .COGN:LAM: Cognac COGN:LAM: Cognac Tag: C_OFFICE 409 Contract #: BuyBoard#584-19	359.57	359.57
28	1.00 Each	HON INDUSTRIES H10534--$(L1STD)-.COGN-COGN 10500 SeriesStack-on Storage 72"W x 14-5/8D x 37-1/8H $(L1STD):Grd L1 Standard Laminates .COGN:LAM: Cognac COGN:LAM: Cognac Tag: C_OFFICE 409 Contract #: BuyBoard#584-19	509.20	509.20
29	1.00 Each	HON INDUSTRIES H105535--$(L1STD)-.COGN-COGN 10500 Series Bookcase 5-shelf 36Wx13-1/8Dx71H $(L1STD):Grd L1 Standard Laminates .COGN:LAM: Cognac COGN:LAM: Cognac Tag: C_OFFICE 409 Contract #: BuyBoard#584-19	415.63	415.63
30	1.00 Each	HON INDUSTRIES H105856--$(L1STD)-.COGN 10500 Series Back enclosure for 72"W Stack on Storage $(L1STD):Grd L1 Standard Laminates .COGN:LAM: Cognac Tag: C_OFFICE 409 Contract #: BuyBoard#584-19	119.70	119.70

CORE office interiors

Quote

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

Order Number	[redacted]
Date	10/19/2021
Proposal Valid Through	11/18/2021
Customer PO No	
Customer Name	WILLIAMSON COUNTY
Salesperson	Crista Connell
Project Number	
Terms	DUE UPON RECEIPT
Page	6 of 8

31	1.00 Each	HON INDUSTRIES H105903R--$(L1STD)-.COGN-COGN 10500 Series 72Wx24Dx29-1/2H Single Ped Cred RH F/F Ped $(L1STD):Grd L1 Standard Laminates .COGN:LAM: Cognac COGN:LAM: Cognac Tag: C_OFFICE 409 Contract #: BuyBoard#584-19	609.43	609.43
32	1.00 Each	HON INDUSTRIES H90056--$(AA)-.FACT-30 10500 Series Tckbd for 72"W Stack on Strg Bck Enclosure $(AA):Gr AA Fab .FACT:Fabric: Factor 30:COLOR: Feather Tag: C_OFFICE 409 Contract #: BuyBoard#584-19	152.00	152.00
33	2.00 Each	HON INDUSTRIES HLINEARA2 Field Install Dwr/Door Kits Linear Blk 2-pack Tag: C_OFFICE 409 Contract #: BuyBoard#584-19	28.98	57.96
34	1.00 Each	HON INDUSTRIES HLPLPSEAT1520--.WM01 Mod Ped Cushion 15Wx20D .WM01:Warm Neutral Tag: C_OFFICE 409 Contract #: BuyBoard#584-19	44.18	44.18
35	2.00 Each	HON INDUSTRIES HSWEEPA2 Sweep Handle Kit Black 2-Pack Tag: C_OFFICE 409 Contract #: BuyBoard#584-19	22.33	44.66
36	1.00 Each	HON INDUSTRIES HHAB3S3L-G--.P71 Height Adjustable Base - 3 stage, 3 leg - TAA compliant .P71:Black Tag: C_OFFICE 409 Contract #: BuyBoard#584-19	760.32	760.32
37	1.00 Each	HON INDUSTRIES HHAW2448P--$(L1STD)-.COGN-.COGN-.P 48W x 24D Rectangle Worksurface DISC 12/31/21 $(L1STD):Grd L1 Standard Laminates .COGN:LAM: Cognac .COGN:Edge: Cognac	113.75	113.75

CORE office interiors

Quote

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

Order Number	[redacted]
Date	10/19/2021
Proposal Valid Through	11/18/2021
Customer PO No	
Customer Name	WILLIAMSON COUNTY
Salesperson	Crista Connell
Project Number	
Terms	DUE UPON RECEIPT
Page	7 of 8

		.P:Grommet: Black Tag: C_OFFICE 409 Contract #: BuyBoard#584-19		
38	1.00 Each	HON INDUSTRIES HHAW3072P--$(L1STD)-.COGN-.COGN-.P 72W x 30D Rectangle Worksurface DISC 12/31/21 $(L1STD):Grd L1 Standard Laminates .COGN:LAM: Cognac .COGN:Edge: Cognac .P:Grommet: Black Tag: C_OFFICE 409 Contract #: BuyBoard#584-19	163.25	163.25
39	1.00 Each	HON INDUSTRIES HTFXM29--$(P1)-.P Preside 29.5H X-Base for 36 & 42 Tops $(P1):P1 Paint Opts .P:Black Tag: C_OFFICE 409 Contract #: BuyBoard#584-19	247.08	247.08
40	1.00 Each	HON INDUSTRIES HTLS42--.G-COGN-.N-$(L1STD)-.COGN Preside 42" Square Shaped LaminateTop .G:2MM/Flat COGN:Cognac .N:No Grommets $(L1STD):Grd L1 Standard Laminates .COGN:LAM: Cognac Tag: C_OFFICE 409 Contract #: BuyBoard#584-19	221.41	221.41
Individual Items				2,487.59

Line	Quantity	Description	Unit Price	Extended Amount
1	1.00 Each	CORE Office Interiors - LABOR SERVICES Design, Project Management, reciving, delivery and normal business hour installation of three private office as represented in the iincluded drawings and specifications.	2,487.59	2,487.59
			Order Sub-Total :	$12,149.16
			TOTAL ORDER :	**$12,149.16**

PLEASE REVIEW THIS QUOTATION AND NOTIFY US PROMPTLY OF ANY CORRECTIONS REQUIRED THANK YOU FOR THE OPPORTUNITY TO BE OF SERVICE

CORE office interiors

Quote

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

Order Number	[redacted]
Date	10/19/2021
Proposal Valid Through	11/18/2021
Customer PO No	
Customer Name	WILLIAMSON COUNTY
Salesperson	Crista Connell
Project Number	
Terms	DUE UPON RECEIPT
Page	8 of 8

CORE Office Interiors Terms & Conditions

We have provided you with his quote based on our knowledge of your current requirements and project goals. Taxes, shipping, handling, and other fees may apply. We reserve the right to cancel quotes arising from pricing or other errors.

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

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

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

4. Unless specifically noted in this Proposal, all installation and delivery services will be provided during normal working hours 8am to 5pm Monday through Friday. If services are requested other han normal business hours, additional charges may be assessed. A Change Order will be issued by COREoi for work hat falls outside the reasonably agreed-upon scope of his quote, and your approval/signature will be required to ini iate the additional work.

5. Pay Terms: Invoice will be processed according to the customers purchase order/contract issued for his quote with pay terms as stated above.

Signature: _____ **Name:** _____ **Title:** _____ **Date:** _____

Commissioners Court - Regular Session **13.**

Meeting Date: 11/02/2021

Sharp Lease Agreement Sheriff's Office Cedar Park

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 lease between Williamson County and SHARP Electronics Corp. for one (1) copy machine in the amount of $47.77 per month for sixty (60) months, for the Cedar Park Sheriff's Office, pursuant to DIR contract #DIR-CPO-4433.

Background

Approval of this lease will support the operations of the Williamson County Sheriff's Office in Cedar Park. The proposed lease through SHARP Electronics is for a term of 60 months effective December 1, 2021, and includes one (1) copy machine at a monthly rate of $47.77, (Including 1500 copies/prints per month, delivery, installation, training, parts, labor and toner, overages will be billed at $0.0019 each). Budget and Audit have approved for FY22. Department contact is Mary Johnson. This expenditure will be charged to 01.0100.2008.004621.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

SHARP Lease SO Cedar Park redacted

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	10/28/2021 04:04 AM
County Judge Exec Asst.	Becky Pruitt	10/28/2021 08:36 AM
Form Started By: Mary Watson		Started On: 10/21/2021 08:32 AM
Final Approval Date: 10/28/2021		

PR# 127230

SHARP

STATE OF TEXAS DIR-CPO-4433 QUOTE

Vendor Name:	SHARP Electronics Corp.; C/O Sharp Business Systems
Address:	100 Paragon Drive Box Q
City, State Zip	Montvale, NJ 07645

Date:	10/13/21
Quote No.	[redacted]

Customer Name/Invoice Address:	Delivery Address:
Willloamson County Sheriff's Office	Williamson County Sheriff's Office - CID/Patrol
508 Rock St.	350 Discovery Blvd Ste. 202
Georgetown, TX 78626	Cedar Park TX 78613

Contact Name:	Mary Johnson	Phone:	512.943.1313
		E-Mail:	mjohnson@wilco.org
Sharp Business Systems, M.D. Leonard		Quoting Dealer:	Sharp Business Systems, 2600 Longhorn Blvd., Ste 102 Austin, Texas 78758 512-835-1000 MDL
Dealer Authorized Signature MLeonard 10/13/21		Installing Dealer:	Sharp Business Systems, 2600 Longhorn Blvd., Ste 102 Austin, Texas 78758 512-835-1000 MDL

Item	Description	Quantity		Cost/Mo.
	Sharp MX-B427W, 47 ppm Networked Digital Copier **w/ 59 Sheet Doc. Feed. and (1) X 250 Sheet Paper Drawer**	1		$ 47.77
"Variant 1"	MX-CS26, Additional 550 Sheet Paper Drawer			
	MX-DS22N, Stand			
	Includes 1,500 copies/prints; Excess copies @ $0.019 ea.			
	Includes: **Delivery, Installation, Training, Professional Services, Parts, Labor, and Toner.**			
	State of Texas DIR 60 Month Lease		**Monthly Total**	**$ 47.77**

STATE OF TEXAS
DEPARTMENT OF INFORMATION RESOURCES

CONTRACT FOR PRODUCTS AND RELATED SERVICES

Sharp Electronics Corporation

1. Introduction

A. Parties

This Contract for products and related services is entered into between the State of Texas, acting by and through the Department of Information Resources (hereinafter "DIR") with its principal place of business at 300 West 15th Street, Suite 1300, Austin, Texas 78701, and Sharp Electronics Corporation (hereinafter "Vendor"), with its principal place of business at 100 Paragon Drive, Montvale, NJ 07645.

B. Compliance with Procurement Laws

This Contract is the result of compliance with applicable procurement laws of the State of Texas. DIR issued a solicitation on the Comptroller of Public Accounts' Electronic State Business Daily, Request for Offer (RFO) DIR-TSO-TMP-419, on 12/12/2018, for Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services. Upon execution of this Contract, a notice of award for RFO DIR-TSO-TMP-419 shall be posted by DIR on the Electronic State Business Daily.

C. Order of Precedence

For purchase transactions under this Contract, the order of precedence shall be as follows: this Contract; Appendix A, Standard Terms and Conditions For Products and Related Services Contracts; Appendix B, Vendor's Historically Underutilized Businesses Subcontracting Plan; Appendix C, Pricing Index; Appendix D, Customer Service Agreement; Appendix E, Master Operating Lease Agreement; Appendix F, Master Lease Agreement; Exhibit 1, Vendor's Response to RFO DIR-TSO-TMP-419, including all addenda; and Exhibit 2, RFO DIR-TSO-TMP-419, including all addenda; are incorporated by reference and constitute the entire agreement between DIR and Vendor governing purchase transactions. For Lease transactions under this Contract the order of precedence shall be as follows: this Contract; Appendix E, Master Operating Lease Agreement; Appendix F, Master Lease Agreement, as applicable depending on the type of lease; Appendix A, Standard Terms and Conditions For Products and Related Services Contracts; Appendix B, Vendor's Historically Underutilized Businesses Subcontracting Plan; Appendix C, Pricing Index; Appendix D, Customer Service Agreement; Exhibit 1, Vendor's Response to RFO DIR-TSO-TMP-419, including all addenda; and Exhibit 2, RFO DIR-TSO-TMP-419, including all addenda; are incorporated by reference and constitute the entire agreement between DIR and Vendor governing lease transactions. In the event of a conflict between the documents listed in this paragraph related to purchases, the controlling document shall be this Contract, then Appendix A, then Appendix B, then Appendix C, then Appendix D, then Appendix E, then Appendix F, then Exhibit 1, and finally Exhibit 2. In the event of a conflict between the documents listed in this

paragraph related to lease transactions, the controlling document shall be this Contract, then Appendix E or Appendix F, depending on the type of lease transaction, then Appendix A, then Appendix B, then Appendix C, then Appendix D, then Exhibit 1, and finally Exhibit 2. In the event and to the extent any provisions contained in multiple documents address the same or substantially the same subject matter but do not actually conflict, the more recent provisions shall be deemed to have superseded earlier provisions.

2. Term of Contract

The initial term of this Contract shall be two (2) years commencing on the last date of approval by DIR and Vendor, with one (1) optional two-year renewal and one (1) optional one-year renewal. Prior to expiration of each term, the contract will renew automatically under the same terms and conditions unless either party provides notice to the other party 60 days in advance of the renewal date stating that the party wishes to discuss modification of terms or not renew. Additionally, the parties by mutual agreement may extend the term for up to ninety (90) additional calendar days.

3. Product and Service Offerings

A. Products

Products available under this Contract are limited to Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services as specified in Appendix C, Pricing Index. Vendor may incorporate changes to their product offering; however, any changes must be within the scope of products awarded based on the posting described in Section 1.B above. Vendor may not add a manufacturer's product line which was not included in the Vendor's response to the solicitation described in Section 1.B above.

B. Services

Services available under this Contract are limited to Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services as specified in Appendix C, Pricing Index. Vendor may incorporate changes to their service offering; however, any changes must be within the scope of services awarded based on the posting described in Section 1.B above.

4. Pricing

Pricing to the DIR Customer shall be as set forth in Appendix A, Section 8, Pricing, Purchase Orders, Invoices and Payment, and as set forth in Appendix C, Pricing Index, and shall include the DIR Administrative Fee.

5. DIR Administrative Fee

A) The administrative fee to be paid by the Vendor to DIR based on the dollar value of all sales to Customers pursuant to this Contract is three-quarters of one percent (.75%). Payment will be calculated for all sales, net of returns and credits. For example, the administrative fee for sales totaling $100,000 shall be $750.00.

B) All prices quoted to Customers shall include the administrative fee. DIR reserves the right to change this fee upwards or downwards during the term of this Contract, upon written notice to Vendor without further requirement for a formal contract amendment. Any change in the administrative fee shall be incorporated in the price to the Customer.

6. Notification

All notices under this Contract shall be sent to a party at the respective address indicated below.

If sent to the State:
Kelly A Parker, CTPM, CTCM
Director, Cooperative Contracts
Department of Information Resources
300 W. 15th St., Suite 1300
Austin, Texas 78701
Phone: (512) 475-1647
Facsimile: (512) 475-4759
Email: kelly.parker@dir.texas.gov

If sent to the Vendor:
Brenda Siemer
Sharp Electronics Corporation
100 Paragon Drive Montvale, NJ 07645
Phone: (201) 529-0354
Facsimile: (201) 529-9454
Email: siemerb@sharpsec.com

7. Software License, Service and Leasing Agreements

A. Shrink/Click-wrap License Agreement

Regardless of any other provision or other license terms which may be issued by Vendor after the effective date of this Contract, and irrespective of whether any such provisions have been proposed prior to or after the issuance of a Purchase Order for products licensed under this Contract, or the fact that such other agreement may be affixed to or accompany software upon delivery (shrink-wrap), the terms and conditions set forth in this Contract shall supersede and govern the license terms between Customers and Vendor. **It is the Customer's responsibility to read the Shrink/Click-wrap License Agreement and determine if the Customer accepts the license terms as amended by this Contract. If the Customer does not agree with the license terms, Customer shall be responsible for negotiating with the reseller to obtain additional changes in the Shrink/Click-wrap License Agreement language from the software publisher.**

B. Service Agreement

Services provided under this Contract shall be in accordance with the Service Agreement as set forth in Appendix D of this Contract. No changes to the Service Agreement terms and conditions may be made unless previously agreed to by Vendor and DIR.

C. Master Operating Lease Agreement

DIR and Vendor hereby agree that Vendor is authorized to utilize the Master Operating Lease Agreement in Appendix E of this Contract for Lessees that are Texas State Agencies or otherwise authorized to conduct lease transactions through DIR contracts.

D. Master Lease Agreement

DIR and Vendor hereby agree that Vendor is authorized to utilize the Master Lease Agreement in Appendix F of this Contract for DIR authorized entities as Lessees that are **not** Texas State Agencies or otherwise required by statute to utilize the Texas Public Finance Authority for such leasing transactions. Texas State Agencies that have the requisite capital authority and who are not required to utilize such authority via the Texas Public Finance Authority may or may not be eligible to utilize the Master Lease Agreement; each such agency must confer with its own counsel to make this determination.

E. Conflicting or Additional Terms

In the event that conflicting or additional terms in Vendor Software License Agreements, Shrink/Click Wrap License Agreements, Service Agreements or linked or supplemental documents amend or diminish the rights of DIR Customers or the State, such conflicting or additional terms shall not take precedence over the terms of this Contract.

In the event of a conflict, any linked documents may not take precedence over the printed or referenced documents comprising this contract; provided further that any update to such linked documents shall only apply to purchases or leases of the associated Vendor product or service offering after the effective date of the update; and, provided further, that, if Vendor has responded to a solicitation or request for pricing, no update of such linked documents on or after the initial date of Vendor's initial response shall apply to that purchase unless Vendor directly informs Customer of the update before the purchase is consummated.

In the event that different or additional terms or conditions would otherwise result from accessing a linked document, agreement to said linked document shall not be effective until reviewed and approved in writing by Customer's authorized signatory.

Vendor shall not [without prior written agreement from Customer's authorized signatory,] require any document that: 1) diminishes the rights, benefits, or protections of the Customer, or that alters the definitions, measurements, or method for determining any authorized rights, benefits, or protections of the Customer; or 2) imposes additional costs, burdens, or obligations upon Customer, or that alters the definitions, measurements, or method for determining any authorized costs, burdens, or obligations upon Customer.

If Vendor attempts to do any of the foregoing, the prohibited documents will be void and inapplicable to the contract between DIR and Vendor or Vendor and Customer, and Vendor will nonetheless be obligated to perform the contract without regard to the prohibited documents, unless Customer elects instead to terminate the contract, which in such case may be identified as a termination for cause against Vendor.

The foregoing requirements apply to all contracts, including, but not limited to, contracts between Customer and a reseller who attempts to pass through documents and obligations from its Manufacturer of Publisher.

8. Authorized Exceptions to Appendix A, Standard Terms and Conditions for Product and Related Services Contracts.

No exceptions have been agreed to by DIR and Vendor.

(Remainder of this page intentionally left blank)

This Contract is executed to be effective as of the date of last signature.

Sharp Electronics Corporation

Authorized By: Signature on File

Name: Mike Marusic

Title: President

Date: 08/02/2019

The State of Texas, acting by and through the Department of Information Resources

Authorized By: Signature on File

Name: Hershel Becker

Title: Chief Procurement Officer

Date: 08/09/2019

Office of General Counsel: Signature on File: 08/07/2019

Commissioners Court - Regular Session **14.**

Meeting Date: 11/02/2021

Sharp Lease Agreement Sheriff's Office CID

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 lease between Williamson County and SHARP Electronics Corp. for one (1) copy machine in the amount of $55.37 per month for sixty (60) months, for the Sheriff's Office CID Division, pursuant to DIR contract #DIR-CPO-4433.

Background

Approval of this lease will support the operations of the Williamson County Sheriff's Office CID Property Crimes. The proposed lease through SHARP Electronics is for a term of 60 months effective December 1, 2021, and includes one (1) copy machine at a monthly rate of $55.37, (Including 1900 copies/prints per month, delivery, installation, training, parts, labor and toner, overages will be billed at $0.0019 each). Budget and Audit have approved for FY22. Department contact is Mary Johnson. This expenditure will be charged to 01.0100.2008.004621.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Sharp Lease redacted - SO CID

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	10/28/2021 04:02 AM
County Judge Exec Asst.	Becky Pruitt	10/28/2021 08:36 AM
Form Started By: Mary Watson		Started On: 10/21/2021 08:38 AM
Final Approval Date: 10/28/2021		

PR# 127230

SHARP

STATE OF TEXAS DIR-CPO-4433 QUOTE

Vendor Name:	SHARP Electronics Corp.; C/O Sharp Business Systems
Address:	100 Paragon Drive Box Q
City, State Zip	Montvale, NJ 07645

Date:	10/13/21
Quote No.	[redacted]

Customer Name/Invoice Address:	Delivery Address:
Willioamson County Sheriff's Office	Williamson County Sheriff's Office - Property Crimes
508 Rock St.	508 Rock St.
Georgetown, TX 78626	Cedar Park TX 78613

Contact Name:	Mary Johnson	Phone:	512.943.1313
		E-Mail:	mjohnson@wilco.org
Sharp Business Systems, M.D. Leonard		Quoting Dealer:	Sharp Business Systems, 2600 Longhorn Blvd., Ste 102 Austin, Texas 78758 512-835-1000 MDL
Dealer Authorized Signature MDLeonard 10/13/21		Installing Dealer:	Sharp Business Systems, 2600 Longhorn Blvd., Ste 102 Austin, Texas 78758 512-835-1000 MDL

Item	Description	Quantity		Cost/Mo.
	Sharp MX-B427W, 47 ppm Networked Digital Copier **w/ 59 Sheet Doc. Feed. and (1) X 250 Sheet Paper Drawer**	1		$ 55.37
	MX-CS26, Additional 550 Sheet Paper Drawer			
	MX-DS22N, Stand			
	Includes 1,900 copies/prints; Excess copies @ $0.019 ea.			
	Includes: **Delivery, Installation, Training, Professional Services, Parts, Labor, and Toner.**			
	State of Texas DIR 60 Month Lease		**Monthly Total**	**$ 55.37**

STATE OF TEXAS
DEPARTMENT OF INFORMATION RESOURCES

CONTRACT FOR PRODUCTS AND RELATED SERVICES

Sharp Electronics Corporation

1. Introduction

A. Parties

This Contract for products and related services is entered into between the State of Texas, acting by and through the Department of Information Resources (hereinafter "DIR") with its principal place of business at 300 West 15th Street, Suite 1300, Austin, Texas 78701, and Sharp Electronics Corporation (hereinafter "Vendor"), with its principal place of business at 100 Paragon Drive, Montvale, NJ 07645.

B. Compliance with Procurement Laws

This Contract is the result of compliance with applicable procurement laws of the State of Texas. DIR issued a solicitation on the Comptroller of Public Accounts' Electronic State Business Daily, Request for Offer (RFO) DIR-TSO-TMP-419, on 12/12/2018, for Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services. Upon execution of this Contract, a notice of award for RFO DIR-TSO-TMP-419 shall be posted by DIR on the Electronic State Business Daily.

C. Order of Precedence

For purchase transactions under this Contract, the order of precedence shall be as follows: this Contract; Appendix A, Standard Terms and Conditions For Products and Related Services Contracts; Appendix B, Vendor's Historically Underutilized Businesses Subcontracting Plan; Appendix C, Pricing Index; Appendix D, Customer Service Agreement; Appendix E, Master Operating Lease Agreement; Appendix F, Master Lease Agreement; Exhibit 1, Vendor's Response to RFO DIR-TSO-TMP-419, including all addenda; and Exhibit 2, RFO DIR-TSO-TMP-419, including all addenda; are incorporated by reference and constitute the entire agreement between DIR and Vendor governing purchase transactions. For Lease transactions under this Contract the order of precedence shall be as follows: this Contract; Appendix E, Master Operating Lease Agreement; Appendix F, Master Lease Agreement, as applicable depending on the type of lease; Appendix A, Standard Terms and Conditions For Products and Related Services Contracts; Appendix B, Vendor's Historically Underutilized Businesses Subcontracting Plan; Appendix C, Pricing Index; Appendix D, Customer Service Agreement; Exhibit 1, Vendor's Response to RFO DIR-TSO-TMP-419, including all addenda; and Exhibit 2, RFO DIR-TSO-TMP-419, including all addenda; are incorporated by reference and constitute the entire agreement between DIR and Vendor governing lease transactions. In the event of a conflict between the documents listed in this paragraph related to purchases, the controlling document shall be this Contract, then Appendix A, then Appendix B, then Appendix C, then Appendix D, then Appendix E, then Appendix F, then Exhibit 1, and finally Exhibit 2. In the event of a conflict between the documents listed in this

paragraph related to lease transactions, the controlling document shall be this Contract, then Appendix E or Appendix F, depending on the type of lease transaction, then Appendix A, then Appendix B, then Appendix C, then Appendix D, then Exhibit 1, and finally Exhibit 2. In the event and to the extent any provisions contained in multiple documents address the same or substantially the same subject matter but do not actually conflict, the more recent provisions shall be deemed to have superseded earlier provisions.

2. Term of Contract

The initial term of this Contract shall be two (2) years commencing on the last date of approval by DIR and Vendor, with one (1) optional two-year renewal and one (1) optional one-year renewal. Prior to expiration of each term, the contract will renew automatically under the same terms and conditions unless either party provides notice to the other party 60 days in advance of the renewal date stating that the party wishes to discuss modification of terms or not renew. Additionally, the parties by mutual agreement may extend the term for up to ninety (90) additional calendar days.

3. Product and Service Offerings

A. Products

Products available under this Contract are limited to Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services as specified in Appendix C, Pricing Index. Vendor may incorporate changes to their product offering; however, any changes must be within the scope of products awarded based on the posting described in Section 1.B above. Vendor may not add a manufacturer's product line which was not included in the Vendor's response to the solicitation described in Section 1.B above.

B. Services

Services available under this Contract are limited to Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services as specified in Appendix C, Pricing Index. Vendor may incorporate changes to their service offering; however, any changes must be within the scope of services awarded based on the posting described in Section 1.B above.

4. Pricing

Pricing to the DIR Customer shall be as set forth in Appendix A, Section 8, Pricing, Purchase Orders, Invoices and Payment, and as set forth in Appendix C, Pricing Index, and shall include the DIR Administrative Fee.

5. DIR Administrative Fee

A) The administrative fee to be paid by the Vendor to DIR based on the dollar value of all sales to Customers pursuant to this Contract is three-quarters of one percent (.75%). Payment will be calculated for all sales, net of returns and credits. For example, the administrative fee for sales totaling $100,000 shall be $750.00.

B) All prices quoted to Customers shall include the administrative fee. DIR reserves the right to change this fee upwards or downwards during the term of this Contract, upon written notice to Vendor without further requirement for a formal contract amendment. Any change in the administrative fee shall be incorporated in the price to the Customer.

6. Notification

All notices under this Contract shall be sent to a party at the respective address indicated below.

If sent to the State:
Kelly A Parker, CTPM, CTCM
Director, Cooperative Contracts
Department of Information Resources
300 W. 15th St., Suite 1300
Austin, Texas 78701
Phone: (512) 475-1647
Facsimile: (512) 475-4759
Email: kelly.parker@dir.texas.gov

If sent to the Vendor:
Brenda Siemer
Sharp Electronics Corporation
100 Paragon Drive Montvale, NJ 07645
Phone: (201) 529-0354
Facsimile: (201) 529-9454
Email: siemerb@sharpsec.com

7. Software License, Service and Leasing Agreements

A. Shrink/Click-wrap License Agreement

Regardless of any other provision or other license terms which may be issued by Vendor after the effective date of this Contract, and irrespective of whether any such provisions have been proposed prior to or after the issuance of a Purchase Order for products licensed under this Contract, or the fact that such other agreement may be affixed to or accompany software upon delivery (shrink-wrap), the terms and conditions set forth in this Contract shall supersede and govern the license terms between Customers and Vendor. **It is the Customer's responsibility to read the Shrink/Click-wrap License Agreement and determine if the Customer accepts the license terms as amended by this Contract. If the Customer does not agree with the license terms, Customer shall be responsible for negotiating with the reseller to obtain additional changes in the Shrink/Click-wrap License Agreement language from the software publisher.**

B. Service Agreement

Services provided under this Contract shall be in accordance with the Service Agreement as set forth in Appendix D of this Contract. No changes to the Service Agreement terms and conditions may be made unless previously agreed to by Vendor and DIR.

C. Master Operating Lease Agreement

DIR and Vendor hereby agree that Vendor is authorized to utilize the Master Operating Lease Agreement in Appendix E of this Contract for Lessees that are Texas State Agencies or otherwise authorized to conduct lease transactions through DIR contracts.

D. Master Lease Agreement

DIR and Vendor hereby agree that Vendor is authorized to utilize the Master Lease Agreement in Appendix F of this Contract for DIR authorized entities as Lessees that are **not** Texas State Agencies or otherwise required by statute to utilize the Texas Public Finance Authority for such leasing transactions. Texas State Agencies that have the requisite capital authority and who are not required to utilize such authority via the Texas Public Finance Authority may or may not be eligible to utilize the Master Lease Agreement; each such agency must confer with its own counsel to make this determination.

E. Conflicting or Additional Terms

In the event that conflicting or additional terms in Vendor Software License Agreements, Shrink/Click Wrap License Agreements, Service Agreements or linked or supplemental documents amend or diminish the rights of DIR Customers or the State, such conflicting or additional terms shall not take precedence over the terms of this Contract.

In the event of a conflict, any linked documents may not take precedence over the printed or referenced documents comprising this contract; provided further that any update to such linked documents shall only apply to purchases or leases of the associated Vendor product or service offering after the effective date of the update; and, provided further, that, if Vendor has responded to a solicitation or request for pricing, no update of such linked documents on or after the initial date of Vendor's initial response shall apply to that purchase unless Vendor directly informs Customer of the update before the purchase is consummated.

In the event that different or additional terms or conditions would otherwise result from accessing a linked document, agreement to said linked document shall not be effective until reviewed and approved in writing by Customer's authorized signatory.

Vendor shall not [without prior written agreement from Customer's authorized signatory,] require any document that: 1) diminishes the rights, benefits, or protections of the Customer, or that alters the definitions, measurements, or method for determining any authorized rights, benefits, or protections of the Customer; or 2) imposes additional costs, burdens, or obligations upon Customer, or that alters the definitions, measurements, or method for determining any authorized costs, burdens, or obligations upon Customer.

If Vendor attempts to do any of the foregoing, the prohibited documents will be void and inapplicable to the contract between DIR and Vendor or Vendor and Customer, and Vendor will nonetheless be obligated to perform the contract without regard to the prohibited documents, unless Customer elects instead to terminate the contract, which in such case may be identified as a termination for cause against Vendor.

The foregoing requirements apply to all contracts, including, but not limited to, contracts between Customer and a reseller who attempts to pass through documents and obligations from its Manufacturer of Publisher.

8. Authorized Exceptions to Appendix A, Standard Terms and Conditions for Product and Related Services Contracts.

No exceptions have been agreed to by DIR and Vendor.

(Remainder of this page intentionally left blank)

This Contract is executed to be effective as of the date of last signature.

Sharp Electronics Corporation

Authorized By: Signature on File

Name: Mike Marusic

Title: President

Date: 08/02/2019

The State of Texas, acting by and through the Department of Information Resources

Authorized By: Signature on File

Name: Hershel Becker

Title: Chief Procurement Officer

Date: 08/09/2019

Office of General Counsel: Signature on File: 08/07/2019

Commissioners Court - Regular Session **15.**

Meeting Date: 11/02/2021

Award RFQ #21RFSQ2 Design and Engineering Services to Johnston, LLC for Facilities Dept

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on awarding RFQ #21RFSQ2 for professional services to develop a master plan for future security and Sheriff's Office operation in the Jail and Justice Center Building to Johnston, LLC in the amount up to $59,500.00 "Basic Fee", plus the amount payable listed under Article 7 of the agreement and authorize execution of the agreement. Funding source is P432.

Background

This firm is being recommended for this particular project as they have demonstrated success and experience with public projects and specifically Justice Center projects. Trenton Jacobs is the point of contact. Funding source is P432.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement for Design and Engineering Services

vendor proposal

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	10/28/2021 11:33 AM
County Judge Exec Asst.	Becky Pruitt	10/28/2021 11:36 AM

Form Started By: Johnny Grimaldo Started On: 10/28/2021 11:08 AM

Final Approval Date: 10/28/2021

AGREEMENT FOR DESIGN & ENGINEERING SERVICES

PROJECT: **Jail-CJC Master Plan** ("Project")

ARCHITECT/ ENGINEER: **Johnston, LLC** ("A/E")
Rich Elwood, Director of Management
2603 Augusta Dr., Suite 1500
Houston, TX 77057

COUNTY'S DESIGNATED REPRESENTATIVE: **Williamson County Facilities Department**
Director of Facilities
3101 SE Inner Loop
Georgetown, Texas 78641 / 78626

THIS AGREEMENT FOR DESIGN AND ENGINEERING SERVICES ("Agreement") is made and entered into effective as of the latest date of the signatories indicated at the conclusion of this document (the "Effective Date"), by and between **Williamson County**, a body corporate and politic under the laws of the State of Texas ("County") and A/E.

R E C I T A L S

WHEREAS, **V.T.C.A., Government Code §2254.002(2)(A)(vii) under Subchapter A** entitled "Professional Services Procurement Act" provides for the procurement by counties of services of professional architects and engineers; and

WHEREAS, County intends to **develop a master plan for future security and Sheriff's Office operations in the Jail and Justice Center Buildings** and

WHEREAS, County desires that A/E perform certain professional services in connection with the Project; and

WHEREAS, A/E represents that it is qualified and desires to perform such services;

NOW, THEREFORE, County and A/E, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

ARTICLE 1
SCOPE OF AGREEMENT

A/E agrees to perform professional services in connection with the Project as stated herein, and for having rendered such services, County agrees to pay to A/E compensation as stated in the articles to follow.

ARTICLE 2
CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

2.1 Contract Documents.

Contract Documents consist of this Agreement, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Agreement), all fully executed Work Authorizations; all fully executed Supplemental Work Authorizations and all fully executed Supplemental Agreements which are subsequently issued. These form the entire Agreement, and all are as fully a part of this Agreement as if attached to this Agreement or repeated herein.

2.2 Existing Information.

County shall provide A/E with all existing plans, maps, studies, reports, field notes, statistics, computations, and other data in its possession relative to existing facilities and to this particular Project at no cost to A/E; however, any and all such information shall remain the property of County and shall be returned, if County so instructs A/E.

2.3 Project Documents.

In addition to any other pertinent and necessary Project documents, the following documents shall be used in the development of the Project:

2.3.1
Texas Accessibility Standards (TAS) of the Architectural Barriers Act, **Article 9102, Texas Civil Statutes**, Effective March 15, 2012, including latest revisions

2.3.2
Americans with Disabilities Act (ADA)

2.3.3
Williamson County Facilities Building Code Adoption List, 2020 edition as updated

2.3.4
Williamson County Consultant Design Submittal Guidelines, 2020 edition as updated

ARTICLE 3
NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST PROHIBITED

3.1 Non-collusion.

A/E warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for A/E, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or subconsultant any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, County reserves and shall have the right to annul this Agreement without liability or, in its discretion and at its sole election, to deduct from the Agreement price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

3.2 Debarment Certification.

A/E must sign the Debarment Certification enclosed herewith as **Exhibit E**.

3.3 Financial Interest Prohibited.

A/E covenants and represents that A/E, its officers, employees, agents, consultants, and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials, or equipment that will be recommended or required for the construction of the Project.

ARTICLE 4
CHARACTER AND SCOPE OF SERVICES

4.1

In consideration of the compensation herein provided, A/E shall perform professional design and engineering services for the Project, which are acceptable to County, based on standard architectural and engineering practices and the scope of work described on the Exhibits attached to this Agreement. A/E shall also serve as County's professional architect and engineer in those phases of the Project to which this Agreement applies and will consult with and give advice to County during the performance of A/E's services.

4.2

A/E shall perform the following Basic Scope of Services (sometimes referred to herein as the "Basic Scope of Services", "Basic Services" or the "Scope of Services"):

4.2.1

The Basic Scope of Services shall generally consist of all elements of work, meetings, materials, and equipment required for the development of the Project in accordance with the requirements, policies, and general practices of Williamson County.

4.2.2

As part of the Basic Services, A/E shall submit its work products to County for review as requested by County.

4.2.3

The detailed Basic Services for the Project is set forth herein as **Exhibit A** to this Agreement, which is expressly incorporated and made a part hereof.

ARTICLE 5
TIME FOR PERFOMANCE

5.1 Commencement.

A/E shall not commence work until A/E has been thoroughly briefed on the scope of the Project and has been notified in writing to proceed, as evidenced by a Notice to Proceed.

5.2 Duration.

A/E agrees to complete the Basic Services within the time period set forth in **Exhibit C**. The time limits set out therein may, for good cause, be extended, in writing, by County as the Project proceeds.

ARTICLE 6
COMPENSATION AND EXPENSES

6.1 Basic Fee.

For and in consideration of the Basic Services rendered by A/E, County shall pay to A/E up to **Fifty-Nine Thousand, Five Hundred Dollars ($ 59,500)** hereinafter called the "Basic Fee", plus the amount payable under **Article 7** (Additional Services and Charges).

The Basic Fee is based upon all estimated labor costs required in the performance of all items and phases of the Basic Services set forth in **Exhibit A**. Compensation for Basic Services will be paid by County by monthly invoices of percentage completion. County will only be obligated to pay A/E for the performance of items and phases of the Basic Services actually rendered and incurred, which may be less than the above stated Basic Fee.

6.2 Expenses.

A/E shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Agreement in accordance with the Williamson County Vendor Reimbursement Policy set forth under **Exhibit D**. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice and **must strictly comply with the Williamson County Vendor Reimbursement Policy**. The copies of the provider's invoice must evidence the actual costs billed

to A/E without markup. Reimbursable Expenses are in addition to compensation for Basic and Additional Services and must not exceed **Five Hundred Ninety-Five Dollars ($ 595)**.

ARTICLE 7
ADDITIONAL SERVICES AND CHARGES

For the performance of services not specifically described as Basic Services under **Article 4** above (sometimes referred to herein as "Additional Services"), County shall pay and A/E shall receive, under a negotiated, written Supplemental Agreement, Additional Services compensation based upon the method and rates set forth in **Exhibit B**.

A/E shall not, however, be compensated for work made necessary by A/E's negligent errors or omissions. In the event of any dispute over the classification of A/E's services as Basic or Additional Services under this Agreement, the decision of County shall be final and binding on A/E.

It is expressly understood and agreed that A/E shall not furnish any Additional Services without the prior written authorization of County. County shall have no obligation to pay for such Additional Services which have been rendered without prior written authorization of County as hereinabove required. Furthermore, in no event will County be obligated to compensate A/E for any Additional Services and charges in an amount more than **Two Thousand, Three Hundred Eighty Dollars ($2,380)**.

ARTICLE 8
TIME OF PAYMENT; PAYMENT AND INTEREST; AND RIGHT TO AUDIT

8.1 Time of Payment.

During the performance of the services provided for in this Agreement, monthly payments shall be made based upon that portion of the services which has been completed.

On or about the last day of each calendar month during the performance of the services to be provided under this Agreement, A/E shall submit to County working documents in any stage of completion to demonstrate incremental progress of Basic Services under an applicable Work Authorization, or Supplemental Work Authorizations related thereto, and the compensation which is due for percentage completion of Basic Services. For amounts payable under **Article 7** which have not been previously billed or paid, A/E shall submit a sworn statement to County, along with time sheets detailing hours worked, receipts detailing expenses incurred and other support documentation, in a form acceptable to the Williamson County Auditor, setting forth the services provided for by this Agreement which were completed during such calendar month plus the amounts payable under **Article 7** which have not been previously billed or paid. In the event the statement includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services,

whether the charges are being billed directly to the County or whether they are the basis of invoices from subcontractors for which A/E seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of A/E certifying that the work was performed, it was authorized by the County and that all information contained in the invoice that is being submitted is true and correct.

The County shall review the documentation and shall pay each statement as set forth in this **Article 8**, however, the approval or payment of any statement shall not be considered evidence of performance by A/E to the point indicated by such statement or of receipt or acceptance by County of the services covered by such statement. Final payment does not relieve A/E of the responsibility of correcting any errors or omissions resulting from A/E's negligence.

Upon submittal of the initial invoice, A/E shall provide the County Auditor with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification that is complete in compliance with the Internal Revenue Code, its rules and regulations.

8.2 Prompt Payment Policy.

In accordance with **Chapter 2251, V.T.C.A., Texas Government Code**, payment to A/E will be made within **thirty (30) days** of the day on which the performance of services was complete, or within **thirty (30) days** of the day on which the County Auditor receives a correct invoice for services, whichever is later. A/E may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply in the event:

8.2.1

There is a bona fide dispute between County and A/E concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or

8.2.2

There is a bona fide dispute between A/E and a subcontractor/ subconsultant or between a subcontractor/ subconsultant and its supplier concerning supplies, materials, or equipment delivered or the Basic Services performed which causes the payment to be late; or

8.2.3

The invoice is not submitted to Williamson County in strict accordance with instructions, if any, on the purchase order, or this Agreement or other such contractual agreement.

The County Auditor shall document to A/E the issues related to disputed invoices within **ten (10) calendar days** of receipt of such invoice. Any non-disputed invoices shall be considered correct and payable per the terms of **Texas Government Code, Chapter 2251, V.T.C.A**.

ARTICLE 9
PROJECT TEAM

County's Designated Representative for purposes of this Agreement is as follows:

Williamson County Facilities Department
Attn: Director of Facilities
3101 SE Inner Loop
Georgetown, Texas 78626

County shall have the right, from time to time, to change the County's Designated Representative by giving A/E written notice thereof. With respect to any action, decision, or determination which is to be taken or made by County under this Agreement, the County's Designated Representative may take such action or make such decision or determination or shall notify A/E in writing of an individual responsible for, and capable of, taking such action, decision, or determination, and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by County's Designated Representative on behalf of County shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Agreement, in which case, actions taken by County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision, or determination hereunder by County's Designated Representative shall be binding on County; *provided, however,* County's Designated Representative shall not have any right to modify, amend, or terminate this Agreement, an Executed Work Authorization, an executed Supplemental Work Authorization, or executed Supplemental Agreement. County's Designated Representative shall not have any authority to execute a Supplemental Agreement, Work Authorization, or any Supplemental Work Authorization unless otherwise granted such authority by the Williamson County Commissioners Court.

A/E's Designated Representative for purposes of this Agreement is as follows:

Johnston, LLC
Rich Elwood, Director of Management
2603 Augusta Dr., Suite 1500
Houston, TX 77057

A/E shall have the right, from time to time, to change A/E's Designated Representative by giving County written notice thereof. With respect to any action, decision, or determination which is to be taken or made by A/E under this Agreement, A/E's Designated Representative may take such action or make such decision or determination, or shall notify County in writing of an individual responsible for and capable of taking such action, decision, or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions, or determinations by A/E's Designated Representative on behalf of A/E shall be done in his or her reasonable business judgment unless express standards or parameters

therefor are included in this Agreement, in which case, actions taken by A/E's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision, or determination hereunder by A/E's Designated Representative shall be binding on A/E. A/E's Designated Representative shall have the right to modify, amend, and execute Work Authorizations, Supplemental Work Authorizations, and Supplemental Agreements on behalf of A/E.

ARTICLE 10
NOTICE

Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to County or A/E at the following addresses. If mailed, any notice or communication shall be deemed to be received **three (3) days** after the date of deposit in the United States Mail. Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

County: Williamson County Judge
710 Main Street, Suite 101
Georgetown, Texas 78626

With copy to: Williamson County Facilities Department
Attn: Director of Facilities
3101 SE Inner Loop
Georgetown, Texas 78626

and to: Office of General Counsel
Williamson County
710 Main Street, Suite 102
Georgetown, Texas 78626

A/E: Johnston, LLC
2603 Augusta Dr., Suite 1500
Houston, TX 77057

Attention: Rich Elwood
Director of Management

Either party may designate a different address by giving the other party ten (10) days written notice.

ARTICLE 11
PROGRESS EVALUATION

A/E shall, from time to time during the progress of the Basic Services, confer with County at County's election. A/E shall prepare and present such information as may be pertinent and necessary, or as may be reasonably requested by County, in order for County to evaluate features of the Basic Services. At the request of County or A/E, conferences shall be provided at A/E's office, the offices of County, or at other locations designated by County. When requested by County, such conferences shall also include evaluation of the Basic Services. County may, from time to time, require A/E to appear and provide information to the Williamson County Commissioners Court.

Should County determine that the progress in Basic Services does not satisfy the terms of this Agreement, applicable Work Authorization, or any Supplemental Work Authorization related thereto, then County shall review same with A/E to determine corrective action required.

A/E shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Basic Services, including but not limited to the following:

11.1
Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of this Agreement, an applicable Work Authorization, or any Supplemental Work Authorization related thereto, or preclude the attainment of Project Basic Services by established time periods; and such disclosure shall be accompanied by statement of actions taken or contemplated, and County assistance needed to resolve the situation, if any; and

11.2
Favorable developments or events which enable meeting goals sooner than anticipated in relation to this Agreement, an applicable Work Authorization, or any Supplemental Work Authorization related thereto.

ARTICLE 12
CHANGES IN COMPLETED BASIC SERVICES

If County deems it necessary to request changes to previously satisfactorily completed Basic Services or parts thereof which involve changes to the original Basic Services or character of Basic Services under this Agreement, then A/E shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Services and paid for as specified under **Article 7**. A/E shall make revisions to Basic Services authorized hereunder as are necessary to correct errors appearing therein, when required to do so by County. No additional compensation shall be due for such Basic Services.

ARTICLE 13
REVIEW PROCESS AND REVISIONS TO A/E WORK PRODUCT

13.1 Review Process.

A/E's Work Product will be reviewed by County under its applicable technical requirements and procedures, as follows:

13.1.1 Submittal.

Reports, plans, surveys, field notes, original drawings, computer tapes, graphic files, tracings, calculations, analyses, reports, specifications, data, sketches and/or schematics prepared by A/E and supporting documents (collectively referred to hereinabove and hereinafter as the "A/E Work Product(s)"), shall be submitted by A/E on or before the dates specified for completion, as set out in the Production Schedule set forth in **Exhibit C**.

13.1.2 Completion.

Reports, plans, specifications, and supporting documents shall be submitted by A/E on or before the dates specified in **Exhibit C**, the applicable Work Authorization, or Supplemental Work Authorization related thereto. Upon receipt of same, the submission shall be checked for completion. "Completion" or "Complete" shall be defined as all of the required items, as set out in **Exhibit A**, or the applicable Work Authorization, have been included in compliance with the requirements of this Agreement. The completeness of any Basic Services submitted to County shall be determined by County within thirty (30) days of such submittal and County shall notify A/E in writing within such thirty (30) day period if such Basic Services have been found to be incomplete. If the submission is Complete, County will notify A/E and County's technical review process will begin.

If the submission is not Complete, County will notify A/E, who shall perform such professional services as are required to complete the Basic Services and resubmit it to County. This process shall be repeated until a submission is Complete.

13.1.3 Acceptance.

County will review the completed Basic Services for compliance with this Agreement. If necessary, the completed Basic Services will be returned to A/E, who shall perform any required Basic Services and resubmit to County. This process shall be repeated until the Basic Services are Accepted. "Acceptance" or "Accepted" shall mean that in County's reasonable opinion, substantial compliance with the requirements of this Agreement has been achieved.

13.1.4 Final Approval.

After Acceptance, A/E shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive Final Approval by

County. "Final Approval" in this sense shall mean formal recognition that the Basic Services have been fully carried out.

13.2 Revision to A/E Work Product.

A/E shall make, without expense to County, such revisions to A/E Work Product as may be required to correct negligent errors or omissions so A/E Work Product meets the needs of County, but after the approval of A/E Work Product any revisions, additions, or other modifications made at County's request which involve extra services and expenses to A/E shall entitle A/E to additional compensation for such extra services and expenses; provided, however, A/E hereby agrees to perform any necessary corrections to A/E Work Products which are found to be in negligent error or omission as a result of A/E's development of A/E Work Product, at any time, without additional compensation. If it is necessary, due to such error or omission by A/E, to revise any A/E Work Product in order to make the Project constructible, A/E shall do so without additional compensation. In the event of any dispute over the classification of A/E's Work Products as Complete, Accepted, or Approved under this Agreement, the decision of County shall be final and binding on A/E, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

13.3 Days.

All references to a "day" in this Agreement shall mean a calendar day unless otherwise specified.

13.4 County's Reliance on A/E.

A/E's duties as set forth herein shall at no time be in any way diminished by reason of any review, evaluation, or approval by County nor shall A/E be released from any liability by reason of such review, evaluation or approval by County, it being understood that County, at all times, is ultimately relying upon A/E's skill, ability, and knowledge in performing the Basic Services required hereunder.

ARTICLE 14
SUSPENSION

Should County desire to suspend the Basic Services, but not to terminate this Agreement, then such suspension may be effected by County giving A/E **thirty (30) calendar days'** verbal notification followed by written confirmation to that effect. Such **thirty (30)-day** notice may be waived in writing by agreement and signature of both parties. The Basic Services may be reinstated and resumed in full force and effect within **sixty (60) days** of receipt of written notice from County to resume the Basic Services. Such **sixty (60)-day** notice may be waived in writing by agreement and signature of both parties. If this Agreement is suspended for more than **thirty (30) days**, A/E shall have the option of terminating this Agreement and, in the event, A/E shall be compensated for all Basic Services performed and reimbursable expenses incurred, provided such Basic Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

County assumes no liability for Basic Services performed or costs incurred prior to the date authorized by County for A/E to begin Basic Services, and/or during periods when Basic Services are suspended, and/or subsequent to the completion date.

ARTICLE 15
VIOLATION OF CONTRACT TERMS/ BREACH OF CONTRACT

Violation of contract terms or breach of contract by A/E shall be grounds for termination of this Agreement, and any increased costs arising from A/E's default, breach of contract, or violation of contract terms shall be paid by A/E.

ARTICLE 16
TERMINATION

This Agreement may be terminated as set forth below.

16.1
By mutual agreement and consent, in writing, of both parties.

16.2
By County, by notice in writing to A/E, as a consequence of failure by A/E to perform the Basic Services set forth herein in a satisfactory manner.

16.3
By either party, upon the failure of the other party to fulfill its obligations as set forth herein.

16.4
By County, for reasons of its own and not subject to the mutual consent of A/E, upon not less than **thirty (30) days** written notice to A/E.

16.5
By satisfactory completion of all Basic Services and obligations described herein.

Should County terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination plus reimbursable expenses incurred shall thereafter be paid to A/E. In determining the value of the Basic Services performed by A/E prior to termination, County shall be the sole judge. Compensation for Basic Services at termination will be based on a percentage of the Basic Services completed at that time. Should County terminate this Agreement under **Section 16.4** above, then the amount charged during the **thirty (30)-day** notice period shall not exceed the amount charged during the preceding **thirty (30) days**.

If A/E defaults in the performance of this Agreement or if County terminates this Agreement for fault on the part of A/E, then County shall give consideration to the actual costs incurred by A/E in performing the Basic Services to the date of default, the amount of Basic Services required which was satisfactorily completed to date of default, the value of the Basic Services which are usable to County, the cost to County of employing another firm to complete the Basic Services required and the time required to do so, and other factors which affect the value to County of the Basic Services performed at the time of default.

The termination of this Agreement and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of County under this Agreement. If the termination of this Agreement is due to the failure of A/E to fulfill its contractual obligations, then County may take over the Project and prosecute the Basic Services to completion. In such case, A/E shall be liable to County for any additional and reasonable costs incurred by County.

A/E shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by A/E in support of the Basic Services under this Agreement.

ARTICLE 17
USE OF DOCUMENTS

All documents, including but not limited to drawings, specifications, and data or programs stored electronically, (hereinafter referred to as "A/E Work Products") prepared by A/E and its subcontractors/ subconsultants are related exclusively to the services described in this Agreement and are intended to be used with respect to this Project. However, it is expressly understood and agreed by and between the parties hereto that all of A/E's designs under this Agreement (including but not limited to tracings, drawings, estimates, specifications, investigations, studies and other documents, completed or partially completed), shall be the property of County to be thereafter used in any lawful manner as County elects. Any such subsequent use made of documents by County shall be at County's sole risk and without liability to A/E.

By execution of this Agreement and in confirmation of the fee for services to be paid under this Agreement, A/E hereby conveys, transfers, and assigns to County all rights under the Federal Copyright Act of 1976 (or any successor copyright statute), as amended, all common law copyrights and all other intellectual property rights acknowledged by law in the Project Designs and Work Product developed under this Agreement. Copies may be retained by A/E. A/E shall be liable to County for any loss or damage to any such documents while they are in the possession of or while being worked upon by A/E or anyone connected with A/E, including agents, employees, Engineers or subcontractors/ subconsultants. All documents so lost or damaged shall be replaced or restored by A/E without cost to County.

Upon execution of this Agreement, A/E grants to County permission to reproduce A/E's work and documents for purposes of constructing, using, and maintaining the Project, provided that

County will comply with its obligations, including prompt payment of all sums when due, under this Agreement. A/E shall obtain similar permission from A/E's subcontractors/ subconsultants consistent with this Agreement. If and upon the date A/E is adjudged in default of this Agreement, County is permitted to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections, or additions to the work and documents for the purposes of completing, using, and maintaining the Project.

County shall not assign, delegate, sublicense, pledge, or otherwise transfer any permission granted herein to another party without the prior written consent of A/E. However, County shall be permitted to authorize the contractor, subcontractors, and material or equipment suppliers to reproduce applicable portions of A/E Work Products appropriate to and for use in the execution of the Work. Submission or distribution of A/E Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of A/E Work Products shall be at County's sole risk and without liability to A/E and its subconsultants.

Prior to A/E providing to County any A/E Work Products in electronic form or County providing to A/E any electronic data for incorporation into A/E Work Products, County and A/E shall, by separate written agreement, set forth the specific conditions governing the format of such A/E Work Products or electronic data, including any special limitations not otherwise provided in this Agreement. Any electronic files are provided by A/E for the convenience of County and use of them is at County's sole risk. In the case of any defects in electronic files or any discrepancies between them and any hardcopy of the same documents prepared by A/E, the hardcopy shall prevail. Only printed copies of documents conveyed by A/E shall be relied upon.

A/E shall have no liability for changes made to the drawings by other consultants subsequent to the completion of the Project. Any such change shall be sealed by A/E making that change and shall be appropriately marked to reflect what was changed or modified.

ARTICLE 18
PERSONNEL, EQUIPMENT, AND MATERIAL

A/E shall furnish and maintain, at its own expense, quarters for the performance of all Basic Services, and adequate and sufficient personnel and equipment to perform the Basic Services as required. All employees of A/E shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of A/E who, in the reasonable opinion of County, is incompetent or whose conduct becomes detrimental to the Basic Services shall immediately be removed from association with the Project when so instructed by County. A/E certifies that it presently has adequate qualified personnel in its employment for performance of the Basic Services required under this Agreement, or will obtain such personnel from sources other than County. A/E may not change the Project Manager without prior written consent of County.

ARTICLE 19
SUBCONTRACTING

A/E shall not assign, subcontract, or transfer any portion of the Basic Services under this Agreement without prior written approval from County. All subcontracts shall include the provisions required in this Agreement. No subcontract shall relieve A/E of any responsibilities under this Agreement.

ARTICLE 20
MODIFICATIONS

This instrument contains the entire Agreement between the parties relating to the right herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent written modification signed by both parties hereto. Modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization. To the extent that such modifications to a Work Authorization do not also require modifications to the terms of this Agreement (i.e. changes to the overall scope of Basic Services, modification of the Basic Fee, etc.) a Supplemental Agreement will not be required.

ARTICLE 21
COMPLIANCE WITH LAWS

21.1 Compliance.

A/E shall render the services hereunder in accordance with generally accepted standards applicable thereto and shall use that degree of care and skill commensurate with the architecture and engineering professions, and in recognition of such standards, A/E shall comply with all applicable federal, state, and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Agreement, including, without limitation, minimum/ maximum salary and wage statutes and regulations, and licensing laws and regulations. A/E shall furnish County with satisfactory proof of its compliance.

A/E shall further obtain all permits and licenses required in the performance of the Basic Services contracted for herein.

21.2 Taxes.

A/E shall pay all taxes, if any, required by law arising by virtue of the Basic Services performed hereunder. County is qualified for exemption pursuant to the provisions of **Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act**.

ARTICLE 22
INDEMNIFICATION

A/E AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A NEGLIGENT ACT OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY A/E, A/E'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH A/E INCLUDING, WITHOUT LIMITATION, A/E'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH A/E EXERCISES CONTROL.

A/E FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A/E'S FAILURE TO PAY A/E'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS AGREEMENT BY A/E.

A/E FURTHER AGREES TO INDEMNIFY AND HOLD COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY A/E IN THE PERFORMANCE OF THIS AGREEMENT.

THE LIMITS OF INSURANCE REQUIRED IN THIS AGREEMENT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT A/E'S OBLIGATIONS UNDER THIS **ARTICLE 22**. THE TERMS AND CONDITIONS CONTAINED IN THIS **ARTICLE 22** SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT AND/OR CONTRACT DOCUMENTS OR THE SUSPENSION OF THE WORK HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARE CAUSED IN PART BY THE ACTS OF COUNTY OR THIRD PARTIES FOR WHOM A/E IS NOT LEGALLY LIABLE, A/E'S OBLIGATIONS SHALL BE IN PROPORTION TO A/E'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST COUNTY IN WHICH CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY ACTS, ERRORS OR OMISSIONS OF A/E OR ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM OR CORPORATION DIRECTLY OR INDIRECTLY EMPLOYED BY A/E, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS IN THE CONSTRUCTION DOCUMENTS OR IN THE ADMINISTRATION OF THIS AGREEMENT BY A/E OR ANY OF ITS EMPLOYEES

OR ANY PERSON, FIRM OR CORPORATION DIRECTLY OR INDIRECTLY EMPLOYED BY A/E, AND/OR INADEQUATE SERVICES PURSUANT TO THE CONSTRUCTION PHASE-ADMINISTRATION OF THE CONSTRUCTION CONTRACT AS DEFINED AND REQUIRED BY THIS AGREEMENT, AGREEMENT EXHIBITS AND THE CONSTRUCTION CONTRACT DOCUMENTS, THEN COUNTY SHALL HAVE THE RIGHT TO JOIN A/E AT COUNTY'S COST. A/E SHALL ALSO HOLD COUNTY HARMLESS AND INDEMNIFY COUNTY TO THE EXTENT THAT A/E, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH A/E EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND ATTORNEYS' FEES INCURRED BY COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE A/E, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH A/E EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

ARTICLE 23
PROFESSIONAL'S RESPONSIBILITIES

A/E shall be responsible for the accuracy of its Professional Services and shall promptly make necessary revisions or corrections to its Work Product resulting from errors, omissions, or negligent acts, and same shall be done without compensation. County shall determine A/E's responsibilities for all questions arising from design errors and/or omissions, subject to the dispute resolution provisions of **Article 31**. A/E shall not be relieved of responsibility for subsequent correction of any such errors or omissions in its work product, or for clarification of any ambiguities until after the construction phase of the Project has been completed.

ARTICLE 24
PROFESSIONAL'S SEAL

The responsible architect and engineer shall sign, seal, and date all appropriate submissions to County in accordance with Texas laws and the rules of the State Boards of Registration for Professionals.

ARTICLE 25
INSURANCE

A/E shall comply with the following insurance requirements, at all times, during this Agreement:

25.1 Coverage Limits.

A/E, at A/E's sole cost, shall purchase and maintain, during the entire term while this Agreement is in effect, the following insurance:

25.1.1

Worker's Compensation in accordance with statutory requirements.

25.1.2
Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of **$1,000,000** per occurrence and **$2,000,000** in the aggregate.

25.1.3
Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of **$500,000** per occurrence and **$1,000,000** in the aggregate.

25.1.4
Professional Liability Errors and Omissions Insurance in the amount of **$2,000,000** per claim.

25.2 Additional Insureds; Waiver of Subrogation.
County, its directors, officers and employees shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where County, its directors, officers and employees are additional insureds, such insurance shall be primary; and, any insurance maintained by County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of County.

25.3 Premiums and Deductible.
A/E shall be responsible for payment of premiums for all insurance coverages required under this **Article 25**. A/E further agrees that for each claim, suit, or action made against insurance provided hereunder, with respect to all matters for which A/E is responsible hereunder, A/E shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over **$50,000** in A/E's insurance must be declared and approved in writing by County in advance.

25.4 Commencement of Work.
A/E shall not commence any work under this Agreement until it has obtained all required insurance and such insurance has been approved by County. As further set out below, A/E shall not allow any subcontractor/ subconsultant(s) to commence work to be performed in connection with this Agreement until all required insurance has been obtained and approved; and, such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of A/E hereunder.

25.5 Insurance Company Rating.
Required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A-rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued.

25.6 Certification of Coverage.

A/E shall furnish County with a certification of coverage issued by the insurer. A/E shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requirements set forth hereunder, A/E shall also notify County, within twenty-four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.**

25.7 No Arbitration.

It is the intention of County and agreed to and hereby acknowledged by A/E, that no provision of this Agreement shall be construed to require County to submit to mandatory arbitration in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required hereunder or as may be required by law or a court of law with jurisdiction over the provisions of this Agreement.

25.8 Subcontractor/ Subconsultant's Insurance.

Without limiting any of the other obligations or liabilities of A/E, A/E shall require each subcontractor/ subconsultant performing work under this Agreement (to the extent a subcontractor/ subconsultant is allowed by County) to maintain during the term of this Agreement, at the subcontractor/ subconsultant's own expense, the same stipulated minimum insurance required in this **Article 25** above, including the required provisions and additional policy conditions as shown below in this **Article 25**.

A/E shall obtain and monitor the certificates of insurance from each subcontractor/ subconsultant in order to assure compliance with the insurance requirements. A/E must retain the certificates of insurance for the duration of this Agreement and shall have the responsibility of enforcing these insurance requirements among its subcontractor/ subconsultants. County shall be entitled, upon request and without expense, to receive copies of these certificates of insurance.

25.9 Insurance Policy Endorsements.

Each insurance policy shall include the following conditions by endorsement to the policy:

25.9.1

County shall be notified **thirty (30) days** prior to the expiration, cancellation, nonrenewal or any material change in coverage, and such notice thereof shall be given to County by certified mail to:

Williamson County Purchasing
100 Wilco Way
Suite P101
Georgetown, Texas 78626

25.10.1

The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.

25.10 Cost of Insurance.

The cost of all insurance required herein to be secured and maintained by A/E shall be borne solely by A/E, with certificates of insurance evidencing such minimum coverage in force to be filed with County. Such certificates of insurance are evidenced as **Exhibit F**.

ARTICLE 26
SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. A/E may not assign, sublet, or transfer any interest in this Agreement, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of County.

ARTICLE 27
SEVERABILITY

In the event 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, then such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

ARTICLE 28
PRIOR AGREEMENTS SUPERSEDED

This Agreement constitutes the sole agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter defined herein. This Agreement may only be amended or supplemented by mutual agreement of the parties hereto in writing.

ARTICLE 29
A/E'S ACCOUNTING RECORDS

A/E agrees to maintain, for a period of **three (3) years** after final payment under this Agreement, detailed records identifying each individual performing services, the date or dates the services were performed, the applicable hourly rates, the total amount billed for each individual, and the

total amount billed for all persons, records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the County Auditor for verification purposes. A/E 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 A/E which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. A/E further agrees that County shall have access during normal working hours to all necessary A/E facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this **Article 29**. County shall give A/E reasonable advance notice of intended audits.

ARTICLE 30
GENERAL PROVISIONS

30.1 Time is of the Essence.

A/E understands and agrees that time is of the essence and that any failure of A/E to complete the Basic Services within the agreed Production Schedule set out in **Exhibit C** and the applicable Work Authorization may constitute a material breach of this Agreement. A/E shall be fully responsible for its delays or for failures to use its reasonable efforts in accordance with the terms of this Agreement and A/E's standard of performance as defined herein. Where damage is caused to County due to A/E's negligent failure to perform, County may accordingly withhold, to the extent of such damage, A/E's payments hereunder without waiver of any of County's additional legal rights or remedies.

30.2 Force Majeure.

Neither County nor A/E shall be deemed in violation of this Agreement if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

30.3 Enforcement and Venue.

This Agreement shall be enforceable in Georgetown, Williamson County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas excluding, however, its choice of law rules.

30.4 Standard of Performance.

The standard of care for all professional architecture, engineering, consulting and related services performed or furnished by A/E and its employees under this Agreement will be the care and skill ordinarily used by members of A/E's profession, practicing under the same or similar circumstances at the same time and in the same locality.

30.5 Opinion of Probable Cost.

Any opinions of probable Project cost or probable construction cost provided by A/E are made on the basis of information available to A/E and on the basis of A/E's experience and qualifications and represents its judgment as an experienced and qualified professional. However, since A/E has no control over the cost of labor, materials, equipment, or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, A/E does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost A/E prepares.

30.6 Opinions and Determinations.

Where the terms of this Agreement provide for action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

30.7 Reports of Accidents.

Within **twenty-four (24) hours** after A/E becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of A/E), whether or not it results from, or involves, any action or failure to act by A/E or any employee or agent of A/E and which arises in any manner from the performance of this Agreement, A/E shall send a written report of such accident or other event to County, setting forth a full and concise statement of the facts pertaining thereto. A/E shall also immediately send to County a copy of any summons, subpoena, notice, or other documents served upon A/E, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from A/E's performance of work under this Agreement.

30.8 Gender, Number, and Headings.

Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.

30.9 Construction.

Each party hereto acknowledges that it and its counsel have reviewed this Agreement and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.

30.10 Independent Contractor Relationship.

Both parties hereto, 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.

30.11 No Waiver of Immunities.

Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to 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.

30.12 Texas Public Information Act.

To the extent, if any, that any provision in this Agreement is in conflict with **Texas Government Code 552.001** et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to County as to whether or not the same are available to the public. It is further understood that County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

30.13 Governing Terms and Conditions.

If there is an irreconcilable conflict between the terms and conditions set forth in this Agreement or any Supplemental Agreement and the terms and conditions set forth in any Exhibit or Appendix the terms and conditions set forth in this Agreement or any Supplemental Agreement shall control over the terms and conditions set forth in any Exhibit or Appendix to this Agreement.

30.14 Appropriation of Funds by County.

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

ARTICLE 31
DISPUTE RESOLUTION

Except as otherwise specifically set forth herein, County and A/E shall work together in good faith to resolve any controversy, dispute, or claim between them which arises out of or relates to

this Agreement, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within **thirty (30) days** following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation. A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Agreement, shall be selected by agreement of the parties and serve as the mediator. Any mediation under this Agreement shall be conducted in Williamson County, Texas. The mediator's fees shall be borne equally between the parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction, but this provision shall not preclude either party from filing a lawsuit in a court of competent jurisdiction prior to completing a mediation, if necessary to preserve the statute of limitations, in which case such lawsuit shall be stayed pending completion of the mediation process contemplated herein. This provision shall survive the termination of this Agreement.

ARTICLE 32
EQUAL OPPORTUNITY IN EMPLOYMENT

The parties to this Agreement agree that during the performance of the services under this Agreement they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The parties to this Agreement will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship.

ARTICLE 33
MERGER

The Parties agree that this Agreement contains all of the terms and conditions of the understanding of the parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by this Agreement.

ARTICLE 34
PUBLIC CONTACT

Contact with the news media, citizens of Williamson County or governmental agencies shall be the responsibility of County. Under no circumstances shall A/E release any material or information developed in the performance of its services hereunder without the express written permission of County.

ARTICLE 35
A/E's REPRESENTATIONS

A/E represents that it is financially solvent, able to pay its debts as they become due, and possesses sufficient working capital to complete the services and perform its obligation under this Agreement and under the Contract Documents. A/E further represents and acknowledges that: (a) it is a sophisticated business entity that possesses the required level of experience and expertise in business administration, construction, and contract administration of projects of similar or like size, complexity, and nature as the Project and (b) the fee stated in this Agreement is adequate compensation for the timely completion of the Basic Services.

ARTICLE 36
SIGNATORY WARRANTY

The undersigned signatory for A/E hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Agreement and that he/she has full and complete authority to enter into this Agreement on behalf of the firm. The above-stated representations and warranties are made for the purpose of inducing County to enter into this Agreement.

IN WITNESS WHEREOF, County has caused this Agreement to be signed in its name by its duly authorized County Judge, thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

A/E:
Johnston, LLC

By: _____
Signature

J.Alan Johnston
Printed Name

President
Title

Date Signed: 10/22/2021

WILLIAMSON COUNTY:

By: _____

Bill Gravell Jr.
Williamson County Judge

Date Signed: _____

EXHIBIT A

BASIC SCOPE OF SERVICES

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

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

These services may include, but are not limited to as-built drawings, programming, architectural, structural, civil, mechanical, plumbing, electrical, hazardous materials, IT and security, landscape and irrigation, cost estimates and construction administration, master planning, facility condition assessment, forensic investigations, real estate evaluations, and specialized studies and analyses as agreed to by County and A/E.

GENERAL REQUIREMENTS

Design Criteria. A/E shall prepare all work in accordance with the latest version of applicable County's procedures, specifications, manuals, guidelines, standard drawings, and standard specifications. A/E shall prepare each Plans, Specifications, and Estimates (PS&E) package in a form suitable for letting through County's construction contract bidding and awarding process.

Right-of-Entry and Coordination. A/E shall notify County and secure permission to enter private property to perform any surveying, environmental, engineering or geotechnical activities needed off County property. In pursuance of County's policy with the general public, A/E shall not commit acts which would result in damages to private property, and A/E shall make every effort to comply with the wishes and address the concerns of affected private property owners. A/E shall contact each property owner prior to any entry onto the owner's property and shall request concurrence from County prior to each entry.

A/E shall notify County and coordinate with adjacent A/Es on all controls at project interfaces.

A/E shall prepare each exhibit necessary for approval by each utility, and other governmental or regulatory agency in compliance with the applicable format and guidelines required by each entity and as approved by County. A/E shall notify County in writing prior to beginning any services on any outside agency's exhibit.

Progress Reporting. A/E shall submit monthly (at a minimum) a progress status e-mail to County's Project Manager (PM) regardless of whether A/E is invoicing for that month.

A/E shall prepare and maintain a design and estimated construction schedule in a format reasonably acceptable to County during project phases prior to the Construction Administration Phase. A/E shall schedule milestone submittals per Exhibit C – *Production Schedule*. Contractor shall prepare and maintain a construction schedule in Gantt chart format during the project Construction Administration Phase through the Close-out Phase.

Within **thirty (30) days** of completion of construction of the project, A/E shall deliver all electronic files in formats reasonably acceptable to County.

Final payment is contingent upon County's receipt and confirmation by County's PM that the electronic files function and are formatted in accordance with the Agreement and all review comments are addressed.

A/E shall prepare a letter of transmittal to accompany each document submittal to County. At a minimum, the letter of transmittal must include County's project name, Agreement and Work Authorization numbers, as well as facility name and address.

Coordination. A/E shall coordinate issues through County's PM. County will communicate, in writing, resolution of issues and provide A/E direction through County's PM.

Level of Effort. A/E shall base the level of effort at each phase on the prior work developed in earlier phases without unnecessary repetition or re-study.

Quality Assurance (QA) and Quality Control (QC). A/E shall provide peer review at all levels. For each deliverable, A/E shall maintain evidence of A/E's internal review and mark-up of that deliverable as preparation for submittal. When internal mark-ups are requested by County in advance, County, at its sole discretion, may reject the deliverable should A/E fail to provide the evidence of internal mark-ups. A/E shall clearly label each document submitted for quality assurance as an internal mark-up document.

A/E shall perform QA and QC on all consultant products (when applicable to the project) prior to delivery to County. If, during the course of reviewing a submittal, it becomes apparent to County that the submittal contains unreasonable errors, omissions, or inconsistencies, County may cease its review and immediately return the submittal for appropriate action by A/E.

A submittal returned to A/E for this reason is not a submittal for purposes of the submission schedule. Rejected submittals shall neither impact the overall deadline of the Project nor the review period allotted to County officials. A/E shall provide an updated schedule showing interim submission date changes to make-up for any lost time. A/E shall not submit an invoice until County accepts the submittal as reasonably complete.

Organization of Plan Sheets. The PS&E package shall be complete and organized in a manner

that is suitable for the bidding and awarding of a construction contract.

Naming of Electronic Project Files and Organization of Design Project Folders. A/E shall use succinct and understandable file names including project name, file content, date created (i.e. "Project Name_SD PLANS_year.month.day"). A/E shall maintain files in an organized folder structure that is readily understandable to outside users to facilitate communication and minimize complications in project close-out.

SCOPE OF WORK:

Williamson County Jail
306 W. 4th St.
Georgetown, Texas 78626
P432

Williamson County Justice Center Courthouse Annex
405 MLK
Georgetown, Texas 78626

Williamson County Sheriff's Office
508 Rock Street
Georgetown, Texas 78626

Williamson County Parking Garage
305 W. 4th Street
Georgetown, Texas 78626

Robert Phillips Building
401 W. 6th Street
Georgetown, Texas 78626

A/E will perform a high-level review and discovery process for the Williamson County Sheriff's Department administration and jail operations, examine current facilities, gain an understanding of short and long-term objectives, and gain insight of the workflow between the Sheriff's Department's jail operations and the Justice Center.

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

Phase I - SCHEMATIC DESIGN - 30% Program, Plans, Outline Specifications and Estimate

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

A. Assess and perform a high-level review and discovery process for the Williamson County Sheriff's Department administration and jail operations, examine current facilities, gain an understanding of short and long-term objectives, and gain insight of the workflow between the Sheriff's Department jail operations and the Justice Center.

During the initial assessment phase, Johnston will focus on what is needed to expand on the existing Master Plan, perform high level workshop sessions with the Sheriff's Department's jail operations and Justice Center Security Committee, and conduct site and building walk throughs.

B. Provide deliverables:

1. High Level Assessment

2. Fee Proposal for Comprehensive Master Plan

EXHIBIT B

FEE SCHEDULE

This schedule indicates fees by Phase of the Basic Fee:		**$**	**59,500**	100%
100%	**Johnston, LLC**	**$**	**59,500**	
Phase I - SCHEMATIC DESIGN		**$**	**59,500**	100%
	Johnston, LLC	$	59,500	

EXHIBIT C

PRODUCTION SCHEDULE

A/E agrees to complete the professional design services called for in **Exhibit A** of this Agreement within Ninety Seven **(97) calendar days** from the date of this Agreement.

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

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

Agreement Execution Date	**11/02/21**

Phase I - SCHEMATIC DESIGN

Preliminary Report deliverables	11/16/21
Assessment Report and Fee Proposal deliverables	12/16/21
Agreement Termination Date	**02/07/22**

EXHIBIT D

WILLIAMSON COUNTY VENDOR REIMBURSEMENT POLICY

The purpose of this Williamson County Vendor Reimbursement Policy ("Policy") is to provide clear guidelines to vendors on Williamson County's expectations and requirements regarding allowable reimbursable expenditures and required backup. The Policy will also minimize conflicts related to invoice payments and define non-reimbursable items. This Policy is considered a guideline and is not a contract.

This Policy may be altered, deleted, or amended at any time and without prior notice to vendors, by action of the Williamson County Commissioners Court. Unenforceable provisions of this Policy, as imposed by applicable law, regulations, or judicial decisions, shall be deemed to be deleted. Any revisions to this Policy will be distributed to all current vendors doing business with County.

1. Invoices and Affidavits

1.1 Invoices must adequately describe the goods or services provided to County and include all required backup (i.e. reimbursable expenses, mileage log, timesheets, receipts detailing expenses incurred etc.) that is in a form acceptable to the Williamson County Auditor. Invoices that do not adequately describe the goods or services provided to County or contain backup that is not satisfactory to the Williamson County Auditor will be returned to vendor for revisions and the provision above relating to invoice errors resolved in favor of County shall control as to the required actions of vendor and when such invoice must be paid by County.

1.2 In the event an invoice includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to County or whether they are the basis of invoices from subcontractors for which the vendor seeks reimbursement from County, the charges shall be accompanied by an affidavit signed by an officer or principal of the vendor certifying that the work was performed, it was authorized by County and that all information contained in the invoice that is being submitted is true and correct.

1.3 Upon County's request, vendor must submit all bills paid affidavits wherein vendor must swear and affirm that vendor has paid each of its subcontractors, laborers, suppliers and material in full for all labor and materials provided to vendor for or in connection with services and work performed for County and, further, vendor must swear and affirm that vendor is not aware of any unpaid bills, claims, demands, or causes of action by any of its subcontractors, laborers, suppliers, or material for or in connection with the furnishing of labor or materials, or both, for services and work performed for County.

2. Travel Reimbursement

2.1 County will only cover costs associated with travel on vendors outside a 50-mile radius from Williamson County, Texas.

2.2 County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel costs must be split in proportion to the amount of work actually performed for County and the other client. The only allowable travel expense will be for the specific days worked for Williamson County.

2.3 No advance payments will be made to vendor for travel expenditures. The travel expenditure may only be reimbursed after the expenditure/trip has already occurred and vendor has provided the Williamson County Auditor with all necessary and required backup.

2.4 Vendors must submit all travel reimbursement requests on each employee in full. Specifically, a travel reimbursement request must include all related travel reimbursement expenses relating to a particular trip for which vendor seeks reimbursement. Partial travel reimbursement requests will not be accepted (i.e. vendor shall not submit hotel and mileage one month then the next month submit rental car and airfare). If the travel reimbursement appears incomplete, the invoice will be sent back to the vendor to be submitted when all information is ready to submit in full.

2.5 Reimbursement for transportation costs will be at the most reasonable means of transportation (i.e.: airline costs will be reimbursed for coach rate, rental car costs will only be reimbursed if rental car travel was most reasonable means of travel as compared to travel by air).

2.6 County will not be responsible for, nor will County reimburse additional charges due to personal preference or personal convenience of individual traveling.

2.7 County will not reimburse airfare costs if airfare costs were higher than costs of mileage reimbursement.

2.8 Additional expenses associated with travel that is extended to save costs (i.e. Saturday night stay) may be reimbursed if costs of airfare would be less than the cost of additional expenses (lodging, meals, car rental, mileage) if the trip had not been extended. Documentation satisfactory to the Williamson County Auditor will be required to justify expenditure.

2.9 County will only reimburse travel expense to necessary personnel of the vendor (i.e. no spouse, friends, or family members).

2.10 Except as otherwise set forth herein, a vendor must provide a paid receipt for all expenses. If a receipt cannot be obtained, a written sworn statement of the expense from the vendor may be substituted for the receipt.

2.11 Sales tax for meals and hotel stays are the only sales taxes that will be reimbursed. Sales tax on goods purchased will not be reimbursed. A sales tax exemption form is available from the Williamson County Auditor's Office upon request.

2.12 County will not pay for any late charges on reimbursable items. It is the responsibility of the vendor to pay the invoice first and seek reimbursement from County.

3. Meals

3.1 Meal reimbursements are limited to a maximum of $50.00 per day on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of $20.00 per day. The travel must be outside the Williamson County, Texas line by a 50-mile radius.

3.2 Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to 3.2). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.

3.3 Meals are reimbursable only for vendors who do not have the necessary personnel located within a 50-mile radius of Williamson County, Texas that are capable of carrying the vendor's obligations to County. Meals will not be reimbursed to vendors who are located within a 50-mile radius of Williamson County, Texas.

3.4 County will not reimburse for alcoholic beverages.

3.5 Tips are reimbursable but must be reasonable to limitation of meal allowance

3.6 No meals purchased for entertainment purposes will be allowed.

3.7 Meal reimbursement must be substantiated with a hotel receipt.

4. Lodging

4.1 Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt shall include name of the motel/hotel, number of occupant(s), goods or services for each individual charge (room rental, food, tax, etc.) and the name of the occupant(s). Credit card receipts or any other form of receipt are not acceptable.

4.2 Vendors will be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available, the vendor must provide documentation to prove that a single room was not available in order to justify the expense over and above the single

room rate. A vendor may also be required to provide additional documentation if a particular room rate appears to be excessive.

4.3 Personal telephone charges, whether local or long distance, will not be reimbursed.

5. Airfare

5.1 County will only reimburse up to a coach price fare for air travel.

5.2 County will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e. early bird check in, seat preference charges, airline upgrades, etc. will not be an allowable reimbursement)

5.3 Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.

5.4 Cancellation and/or change flight fees may be reimbursed by County but vendor must provide the Williamson County Auditor with documentation in writing from a County department head providing authorization for the change.

5.5 County will not reimburse vendor for tickets purchased with frequent flyer miles.

6. Car Rental

6.1 Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.

6.2 Cars rented must be economy or mid-size. Luxury vehicle rentals will not be reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.

6.3 Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.

6.4 Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.

6.5 Rental agreement and credit card receipt must be provided to County as back up for the request for reimbursement.

6.6 Insurance purchased when renting vehicle may also be reimbursed.

6.7 Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

7. Personal Car Usage

7.1 Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.

7.2 Per code of **Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d)**, all expense reimbursement requests must include the following:

7.2.1 Date

7.2.2 Destination

7.2.3 Purpose

7.2.4 Name of traveler(s)

7.2.5 Correspondence that verifies business purpose of the expense

7.3 The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.

7.4 Mileage will be reimbursed on the basis of the most commonly used route.

7.5 Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.

7.6 Reimbursement for mileage shall be prohibited between place of residence and usual place of work.

7.7 Mileage shall be calculated from employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of Williamson County, Texas by at least a 50-mile radius.

7.8 When more than one person travels in same vehicle, only one person may claim mileage reimbursement.

7.9 Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).

7.10 Parking fees, if reasonable are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its

contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.

7.11 Operating and maintenance expenses as well as other personal expenses, such as parking tickets, traffic violations, and car repairs and collision damage are not reimbursable.

8. Other Expenses

8.1 Taxi fare, bus tickets, conference registrations, parking, etc. must have a proper original receipt.

9. Repayment of Non-reimbursable Expenses

Vendors must, upon demand, immediately repay County for all inappropriately reimbursed expenses whenever an audit or subsequent review of any expense reimbursement documentation finds that such expense was reimbursed contrary to these guidelines and this Policy. Williamson County reserves the right to retain any amounts that are due or that become due to a vendor in order to collect any inappropriately reimbursed expenses that a vendor was paid.

10. Non-Reimbursable Expenses

In addition to the non-reimbursable items set forth above in this Policy, the following is a non-exhaustive list of expenses that will not be reimbursed by Williamson County:

10.1 Alcoholic beverages/tobacco products

10.2 Personal phone calls

10.3 Laundry service

10.4 Valet service (excludes hotel valet)

10.5 Movie rentals

10.6 Damage to personal items

10.7 Flowers/plants

10.8 Greeting cards

10.9 Fines and/or penalties

10.10 Entertainment, personal clothing, personal sundries, and service

10.11 Transportation/mileage to places of entertainment or similar personal activities

10.12 Upgrades to airfare, hotel and/or car rental

10.13 Airport parking above the most affordable rate available

10.14 Excessive weight baggage fees or cost associated with more than two airline bags

10.15 Auto repairs

10.16 Babysitter fees, kennel costs, pet, or house-sitting fees

10.17 Saunas, massages, or exercise facilities

10.18 Credit card delinquency fees or service fees

10.19 Doctor bills, prescription and other medical services

10.20 Hand tools

10.21 Safety Equipment (hard hats, safety vests, etc.)

10.22 Office Supplies

10.23 Lifetime memberships to any association

10.24 Donations to other entities

10.25 Any items that could be construed as campaigning

10.26 Community outreach items exceeding $2 per item

10.27 Technology Fees

10.28 Sales tax on goods purchased

Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

EXHIBIT E

DEBARMENT CERTIFICATION

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

1. I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that A/E and its principals:

    a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency:

    b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public* transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

    c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity* with commission of any of the offenses enumerated in **Paragraph 1(b)** of this certification;

    d. gHave not within a three-year period preceding this application/proposal had one or more public transactions* terminated for cause or default; and

    e. Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

Johnston, LLC

Signature of Certifying Official

Joseph Alan Johnston

Printed Name of Certifying Official

President

Title of Certifying Official

10.22.2021

Date

2. Where the PROVIDER is unable to certify to any of the statements in this certification, such PROVIDER shall attach an explanation to this certification.

* federal, state, or local

SUBSCRIBED and sworn to before me, the undersigned authority, by Ashanti Christophe
Signatory Name

the HR Manager of Johnston LLC, on behalf of said firm.
Signatory Title Entity Name

ASHANTI CHRISTOPHE
My Notary ID # 131587923
Expires May 31, 2022

Notary Public in and for the
State of Texas

My commission expires: May 31, 2022

EXHIBIT F

CERTIFICATES OF INSURANCE

A/E and Subconsultant Certificates of Insurance attached:

JOHNSTON

October 18, 2021

Mr. Dale Butler
Senior Director of Facilities
Williamson County
3101 SE Inner Loop Road
Georgetown, TX 78626

Re: Preliminary (Phase I) Assessment Proposal for
Williamson County Sheriff's Department Administration, Jail, and Justice Center Operations

Dear Mr. Butler,

We appreciate the opportunity to provide a Preliminary Needs Assessment Proposal for the **Williamson County Sheriff's Department.** We are excited about this opportunity and look forward to working with Williamson County. Included in our proposal is our project information and scope of services, compensation and level of effort, and project schedule in graphic format.

PROJECT INFORMATION

The objective of this initial assessment is to perform a high-level review and discovery process for the Williamson County Sheriff's Department administration and jail operations, examine current facilities, gain an understanding of short and long-term objectives, and gain insight of the workflow between the Sheriff's Department's jail operations and the Justice Center.

SERVICES

The following professional services will be provided in this initial phase:

- Program Management
- Architectural Components
- MEP Systems (only if required)

PROJECT ASSESSMENT

During the initial assessment phase, Johnston will focus on what's needed to expand on the existing Master Plan, perform high level workshop sessions with the Sheriff's Department's jail operations and Justice Center Security Committee, and conduct site and building walk throughs.

JOHNSTON

Items needed:

1. As-Built drawings (if available)
2. Surveys
3. Site Access
4. Existing Preliminary Master Plan

Deliverables:

1. High level Assessment Report
2. Fee proposal for a Comprehensive Master Plan (Phase II)

Project Delivery Method

All electronic files will be transmitted in PDF format via email.

SCHEDULE

We understand your desire to move forward on this assessment. The client's goal is to begin as soon as possible. To achieve this request, and work within the fee that we have identified below, Johnston developed an assessment and review schedule. The following is based on a start date of October 27, 2021:

Tasks	Duration
Field Verifications / Site visit	(2) weeks
Documentation Review	(2) weeks
Report / Fee Proposal	(1) weeks
Schedule Total:	**(5) Weeks**

COMPENSATION

Compensation for the Professional Services described in this letter will be established as a **Lump Sum Amount.** Johnston will bill you for work completed monthly. We request payment within 30 days of invoice date.

Professional Services Fee: **Fifty-Nine Thousand Five Hundred Dollars ($ 59,500.00)**

Williamson County Sheriff's Department Needs Assessment	
Johnston (Program Management, Architecture/MEP Review)	
High Level Assessment Report	$ 59,500.00
Total Basic Services Fee	**$ 59,500.00**

In the event Additional Services are requested, a new proposal will be issued.

JOHNSTON

CLARIFICATIONS

- Johnston has not included any fees for required review by any local agencies.
- Johnston acknowledges that there may be a time delay/lag in the schedule. If this occurs, Johnston will inform the owner that the project will go "on-hold" status, until Johnston is approved in writing to proceed.
- Johnston will not be required to carry bid bonds, performance bonds, or bank guarantees.

If you have any questions about this proposal, please contact us at 713.965.7057. We will be happy to meet with you to discuss this proposal in more detail. We thank you again for this opportunity and look forward to moving ahead. If the above meets with your approval, please sign below, and return to Johnston. We are prepared to commence with this work immediately upon your approval.

Sincerely,

Accepted for Johnston, LLC:

Rich Elwood
Director of Management
Johnston, LLC

J. Alan Johnston, Jr, PE
President
Johnston, LLC

October 18, 2021
Date Signed

Accepted for **Williamson County:**

Authorized Signature

Print Name/Title

Date Signed

Commissioners Court - Regular Session **16.**

Meeting Date: 11/02/2021

Sharp Lease Agreement Sheriff's Office Cold Case Division

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 lease between Williamson County and SHARP Electronics Corp. for one (1) copy machine in the amount of $163.58 per month for sixty (48) months, for the Sheriff's Office Cold Case Division, pursuant to DIR contract #DIR-CPO-4433.

Background

Approval of this lease will support the operations of the Williamson County Sheriff's Office Cold Case Division. The proposed lease through SHARP Electronics is for a term of 48 months effective December 1, 2021, and includes one (1) copy machine at a monthly rate of $163.58, (Including 1000 BLK copies and 750 CLR/prints per month, delivery, installation, training, parts, labor and toner, overages will be billed at $0.0085 and $0.0500 each). Budget and Audit have approved for FY22. Department contact is Mary Johnson. This expenditure will be charged to 01.0100.2008.004621.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Sharp Lease redacted - SO - Cold Case

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	10/28/2021 04:04 AM
County Judge Exec Asst.	Becky Pruitt	10/28/2021 08:37 AM
Form Started By: Mary Watson		Started On: 10/21/2021 08:42 AM
Final Approval Date: 10/28/2021		

PR#127230

SHARP ELECTRONICS CORPORATION
STATE OF TEXAS DIR-CPO-4433 QUOTE

Vendor Name:	SHARP Electronics Corp.; C/O SHARP Business Systems
Address:	100 Paragon Drive Box Q
City, State, Zip	Montvale, NJ 07645

Date:	04/09/21
Quote No:	[redacted]

Customer Name/Invoice Address:	Delivery Address:
Williamson County Sheriff's Office	Williamson County Sheriff's Office Cold Case
508 Rock St.	508 Rock Street
Georgetown, TX 78626	Georgetown, TX 78626

Contact Name:	Peggy Braun	Phone:	512.943.1316
		EMail:	pbraun@wilco.org
SHARP Business Systems, M.D. Leonard		Quoting Reseller:	SHARP Business Systems, 2600 Longhorn Blvd., Ste 102 Austin, Texas 78758 512-836-1000 MDL
Dealer Authorized Signature: M Leonard 04/09/21		Installing Reseller:	SHARP Business Systems, 2600 Longhorn Blvd., Ste 102 Austin, Texas 78758 512-835-1000 MDL

Item	Description	QTY		Cost/Mo.
1	**Sharp MX-4071; 40 ppm COLOR Digital Copier** **w/ 150 Sheet Single Pass Doc. Feed. and (1) X 550 Sheet Paper Drawer**			$163.58
	MX-DE26N; Stand w/ (1) addt'l 550 Sheet Paper Drawers			
	MX-TU16; Center Exit Tray			
	Includes: 1,000 BLK copies/mo.; Overages @ $0.0085 ea. 750 CLR copies/mo.; Overages @ $0.0500 ea.			
	Includes: Delivery, Installation, Training, Parts, Labor, and Toner			
	State of Texas DIR 48 Month Lease		**Monthly Total**	$163.58

STATE OF TEXAS
DEPARTMENT OF INFORMATION RESOURCES

CONTRACT FOR PRODUCTS AND RELATED SERVICES

Sharp Electronics Corporation

1. Introduction

A. Parties

This Contract for products and related services is entered into between the State of Texas, acting by and through the Department of Information Resources (hereinafter "DIR") with its principal place of business at 300 West 15th Street, Suite 1300, Austin, Texas 78701, and Sharp Electronics Corporation (hereinafter "Vendor"), with its principal place of business at 100 Paragon Drive, Montvale, NJ 07645.

B. Compliance with Procurement Laws

This Contract is the result of compliance with applicable procurement laws of the State of Texas. DIR issued a solicitation on the Comptroller of Public Accounts' Electronic State Business Daily, Request for Offer (RFO) DIR-TSO-TMP-419, on 12/12/2018, for Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services. Upon execution of this Contract, a notice of award for RFO DIR-TSO-TMP-419 shall be posted by DIR on the Electronic State Business Daily.

C. Order of Precedence

For purchase transactions under this Contract, the order of precedence shall be as follows: this Contract; Appendix A, Standard Terms and Conditions For Products and Related Services Contracts; Appendix B, Vendor's Historically Underutilized Businesses Subcontracting Plan; Appendix C, Pricing Index; Appendix D, Customer Service Agreement; Appendix E, Master Operating Lease Agreement; Appendix F, Master Lease Agreement; Exhibit 1, Vendor's Response to RFO DIR-TSO-TMP-419, including all addenda; and Exhibit 2, RFO DIR-TSO-TMP-419, including all addenda; are incorporated by reference and constitute the entire agreement between DIR and Vendor governing purchase transactions. For Lease transactions under this Contract the order of precedence shall be as follows: this Contract; Appendix E, Master Operating Lease Agreement; Appendix F, Master Lease Agreement, as applicable depending on the type of lease; Appendix A, Standard Terms and Conditions For Products and Related Services Contracts; Appendix B, Vendor's Historically Underutilized Businesses Subcontracting Plan; Appendix C, Pricing Index; Appendix D, Customer Service Agreement; Exhibit 1, Vendor's Response to RFO DIR-TSO-TMP-419, including all addenda; and Exhibit 2, RFO DIR-TSO-TMP-419, including all addenda; are incorporated by reference and constitute the entire agreement between DIR and Vendor governing lease transactions. In the event of a conflict between the documents listed in this paragraph related to purchases, the controlling document shall be this Contract, then Appendix A, then Appendix B, then Appendix C, then Appendix D, then Appendix E, then Appendix F, then Exhibit 1, and finally Exhibit 2. In the event of a conflict between the documents listed in this

paragraph related to lease transactions, the controlling document shall be this Contract, then Appendix E or Appendix F, depending on the type of lease transaction, then Appendix A, then Appendix B, then Appendix C, then Appendix D, then Exhibit 1, and finally Exhibit 2. In the event and to the extent any provisions contained in multiple documents address the same or substantially the same subject matter but do not actually conflict, the more recent provisions shall be deemed to have superseded earlier provisions.

2. Term of Contract

The initial term of this Contract shall be two (2) years commencing on the last date of approval by DIR and Vendor, with one (1) optional two-year renewal and one (1) optional one-year renewal. Prior to expiration of each term, the contract will renew automatically under the same terms and conditions unless either party provides notice to the other party 60 days in advance of the renewal date stating that the party wishes to discuss modification of terms or not renew. Additionally, the parties by mutual agreement may extend the term for up to ninety (90) additional calendar days.

3. Product and Service Offerings

A. Products

Products available under this Contract are limited to Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services as specified in Appendix C, Pricing Index. Vendor may incorporate changes to their product offering; however, any changes must be within the scope of products awarded based on the posting described in Section 1.B above. Vendor may not add a manufacturer's product line which was not included in the Vendor's response to the solicitation described in Section 1.B above.

B. Services

Services available under this Contract are limited to Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services as specified in Appendix C, Pricing Index. Vendor may incorporate changes to their service offering; however, any changes must be within the scope of services awarded based on the posting described in Section 1.B above.

4. Pricing

Pricing to the DIR Customer shall be as set forth in Appendix A, Section 8, Pricing, Purchase Orders, Invoices and Payment, and as set forth in Appendix C, Pricing Index, and shall include the DIR Administrative Fee.

5. DIR Administrative Fee

A) The administrative fee to be paid by the Vendor to DIR based on the dollar value of all sales to Customers pursuant to this Contract is three-quarters of one percent (.75%). Payment will be calculated for all sales, net of returns and credits. For example, the administrative fee for sales totaling $100,000 shall be $750.00.

B) All prices quoted to Customers shall include the administrative fee. DIR reserves the right to change this fee upwards or downwards during the term of this Contract, upon written notice to Vendor without further requirement for a formal contract amendment. Any change in the administrative fee shall be incorporated in the price to the Customer.

6. Notification

All notices under this Contract shall be sent to a party at the respective address indicated below.

If sent to the State:
Kelly A Parker, CTPM, CTCM
Director, Cooperative Contracts
Department of Information Resources
300 W. 15th St., Suite 1300
Austin, Texas 78701
Phone: (512) 475-1647
Facsimile: (512) 475-4759
Email: kelly.parker@dir.texas.gov

If sent to the Vendor:
Brenda Siemer
Sharp Electronics Corporation
100 Paragon Drive Montvale, NJ 07645
Phone: (201) 529-0354
Facsimile: (201) 529-9454
Email: siemerb@sharpsec.com

7. Software License, Service and Leasing Agreements

A. Shrink/Click-wrap License Agreement

Regardless of any other provision or other license terms which may be issued by Vendor after the effective date of this Contract, and irrespective of whether any such provisions have been proposed prior to or after the issuance of a Purchase Order for products licensed under this Contract, or the fact that such other agreement may be affixed to or accompany software upon delivery (shrink-wrap), the terms and conditions set forth in this Contract shall supersede and govern the license terms between Customers and Vendor. **It is the Customer's responsibility to read the Shrink/Click-wrap License Agreement and determine if the Customer accepts the license terms as amended by this Contract. If the Customer does not agree with the license terms, Customer shall be responsible for negotiating with the reseller to obtain additional changes in the Shrink/Click-wrap License Agreement language from the software publisher.**

B. Service Agreement

Services provided under this Contract shall be in accordance with the Service Agreement as set forth in Appendix D of this Contract. No changes to the Service Agreement terms and conditions may be made unless previously agreed to by Vendor and DIR.

C. Master Operating Lease Agreement

DIR and Vendor hereby agree that Vendor is authorized to utilize the Master Operating Lease Agreement in Appendix E of this Contract for Lessees that are Texas State Agencies or otherwise authorized to conduct lease transactions through DIR contracts.

D. Master Lease Agreement

DIR and Vendor hereby agree that Vendor is authorized to utilize the Master Lease Agreement in Appendix F of this Contract for DIR authorized entities as Lessees that are **not** Texas State Agencies or otherwise required by statute to utilize the Texas Public Finance Authority for such leasing transactions. Texas State Agencies that have the requisite capital authority and who are not required to utilize such authority via the Texas Public Finance Authority may or may not be eligible to utilize the Master Lease Agreement; each such agency must confer with its own counsel to make this determination.

E. Conflicting or Additional Terms

In the event that conflicting or additional terms in Vendor Software License Agreements, Shrink/Click Wrap License Agreements, Service Agreements or linked or supplemental documents amend or diminish the rights of DIR Customers or the State, such conflicting or additional terms shall not take precedence over the terms of this Contract.

In the event of a conflict, any linked documents may not take precedence over the printed or referenced documents comprising this contract; provided further that any update to such linked documents shall only apply to purchases or leases of the associated Vendor product or service offering after the effective date of the update; and, provided further, that, if Vendor has responded to a solicitation or request for pricing, no update of such linked documents on or after the initial date of Vendor's initial response shall apply to that purchase unless Vendor directly informs Customer of the update before the purchase is consummated.

In the event that different or additional terms or conditions would otherwise result from accessing a linked document, agreement to said linked document shall not be effective until reviewed and approved in writing by Customer's authorized signatory.

Vendor shall not [without prior written agreement from Customer's authorized signatory,] require any document that: 1) diminishes the rights, benefits, or protections of the Customer, or that alters the definitions, measurements, or method for determining any authorized rights, benefits, or protections of the Customer; or 2) imposes additional costs, burdens, or obligations upon Customer, or that alters the definitions, measurements, or method for determining any authorized costs, burdens, or obligations upon Customer.

If Vendor attempts to do any of the foregoing, the prohibited documents will be void and inapplicable to the contract between DIR and Vendor or Vendor and Customer, and Vendor will nonetheless be obligated to perform the contract without regard to the prohibited documents, unless Customer elects instead to terminate the contract, which in such case may be identified as a termination for cause against Vendor.

The foregoing requirements apply to all contracts, including, but not limited to, contracts between Customer and a reseller who attempts to pass through documents and obligations from its Manufacturer of Publisher.

8. Authorized Exceptions to Appendix A, Standard Terms and Conditions for Product and Related Services Contracts.

No exceptions have been agreed to by DIR and Vendor.

(Remainder of this page intentionally left blank)

This Contract is executed to be effective as of the date of last signature.

Sharp Electronics Corporation

Authorized By: Signature on File

Name: Mike Marusic

Title: President

Date: 08/02/2019

The State of Texas, acting by and through the Department of Information Resources

Authorized By: Signature on File

Name: Hershel Becker

Title: Chief Procurement Officer

Date: 08/09/2019

Office of General Counsel: Signature on File: 08/07/2019

Commissioners Court - Regular Session **17.**

Meeting Date: 11/02/2021

Spectrum Enterprise Internet Installation at Community Supervision & Corrections Department Liberty Hill

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the service contract between Williamson County and Spectrum Enterprise to provide internet service at the new Community Supervision & Corrections Department (CSCD) location in Liberty Hill in the amount of $1,140.00 per month 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 internet service at the Liberty Hill CSCD building located at 3803 Ranch Road 1869, Liberty Hill TX 78642. Agreement is for a period of 36 months at a rate of $1,140.00 per month for fiber internet 200Mbps. IT, legal, contract audit, and budget have reviewed this purchase. Department contact is Richard Semple. This expenditure will be charged to 01.0100.0503.004210.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Service Contract

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	10/28/2021 04:22 AM
County Judge Exec Asst.	Becky Pruitt	10/28/2021 08:41 AM
Form Started By: Erica Smith		Started On: 10/26/2021 02:02 PM
Final Approval Date: 10/28/2021		

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
Contact: Horacio Galvan Telephone: 5125939240 Email: eli.galvan@charter.com

Customer Information		
Customer Name WILLIAMSON COUNTY (HQ)		Order # [redacted]
Address 301 SE Inner Loop Georgetown TX 78626		
Telephone (512) 565-6869		Email: cball@wilco.org
Contact Name Chris Ball	Telephone (512) 565-6869	Email: cball@wilco.org
Billing Address 301 SE Inner Loop Georgetown TX 78626		
Billing Contact Name Tammy McCulley	Telephone (512) 943-1455	Email: tmcculley@wilco.org

NEW AND REVISED SERVICES AT 3803 Ranch Road 1869 , Liberty Hill TX 78642				
Service Description	***Order Term***	***Quantity***	***Monthly Recurring Charge(s)***	***Total Monthly Recurring Charge(s)***
5 Static IP	36 Months	1	$ 0.00	$ 0.00
Fiber Internet 200Mbps	36 Months	1	$1,140.00	$1,140.00
TOTAL*				***$1,140.00***

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ONE TIME CHARGE(S) AT 3803 Ranch Road 1869 , Liberty Hill TX 78642			
Service Description	***Quantity***	***One Time Charge(s)***	***Total One Time Charge(s)***
FIA Installation	1		$ 0.00
TOTAL*			***$0.00***

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1. ***TOTAL CHARGE(S). Total Monthly Recurring Charges and Total One-Time Charges are due in accordance with the monthly invoice.***
2. ***TAXES***. Plus applicable taxes, fees, and surcharges as presented on the respective invoice(s).
3. ***SPECIAL TERMS***.

Non-Appropriations

For purposes of this Service Order only, the parties hereby agree to the following provision:

Non-Appropriation of Funds. Notwithstanding anything to the contrary, if the funds Customer requests for services under a service order for a fiscal year are not appropriated (a 'Non-Appropriation'), Customer shall have the right to terminate, without penalty, such services at a service location listed on such service order, provided that Customer shall (a) provide Spectrum with at least thirty (30) days written notice prior to the start of such fiscal year setting forth how such Non-Appropriation did not result from the act or failure by Customer; (b) pay Spectrum all amounts due and owing at the time of such Non-Appropriation for all services provided by Spectrum pursuant to the service agreement or applicable terms; (c) pay to Spectrum, upon receipt of invoice, all construction expenses and other non-recurring charges associated with the Services, and any costs and expenses incurred by Spectrum to deal with the Non-Appropriation, including, without limitation, any applicable third-party termination liability charges; (d) promptly cease all use of any software provided by Spectrum hereunder for such service, and shall return such software to Spectrum; and (e) return to Spectrum or permit Spectrum to remove, in Spectrum's sole discretion, the equipment in the same condition as when received, ordinary wear and tear excepted. Customer shall be responsible for reimbursing Spectrum for the repair or replacement of any equipment not returned in accordance with this paragraph. Except as specifically modified herein, all other terms and conditions of the agreement and/or applicable terms shall remain unamended and in full force and effect.

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By signing below, the signatory represents they are duly authorized to execute this Service Order

CUSTOMER	***Charter Communications Operating, LLC By: Charter Communications, Inc., its Manager***
Signature:_____	Signature: DocuSigned by: Russell Reeves C001A088C5B14FF...
Printed Name:_____	Printed Name: Russell Reeves
Title:_____	Title: Mgr. SLED Sales
Date:_____	Date: 10/22/2021

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Commissioners Court - Regular Session **18.**

Meeting Date: 11/02/2021

Rely Information Systems for term November 1, 2021 - October 31, 2022

Submitted For: Joy Simonton

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the Consulting Services Agreement with Rely Information Systems, LLC for DBA patch and upgrade assistance and general Oracle DBA support and maintenance of Williamson County Oracle applications for the term of November 1, 2021 through October 31, 2022 in the not-to-exceed amount of $79,200, exempting the provided services from the competitive bidding proposal requirements per the County Purchasing Act, pursuant to the discretionary exemption for personal services, as set forth under the Texas Local Government Code, Section 262.024.(a)(4), and authorizing execution of the agreement.

Background

Rely Information Systems, LLC will provide consulting services, on an as-needed basis at the rate of $98.00 per hour, for general DBA patch and upgrade assistance and general Oracle support and maintenance under a time and material basis. Funding source of 01.0100.0503.004100 Professional Services. The department point of contact is Minnie Beteille.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Rely Information Systems for term November 1, 2021 - October 31, 2022

Form Review

Inbox	Reviewed By	Date
Purchasing	Joy Simonton	10/28/2021 08:15 AM
County Judge Exec Asst.	Becky Pruitt	10/28/2021 08:32 AM
Form Started By: dianne.west		Started On: 10/01/2021 03:11 PM
Final Approval Date: 10/28/2021		

CONSULTING SERVICES AGREEMENT

THIS CONSULTING SERVICES AGREEMENT ("Agreement") between Rely Information Systems LLC, organized and existing under the laws of the State of Texas, (hereinafter "Consultant"), with its principal place of business at Irving, TX , and Williamson County, Texas, a political subdivision of the State of Texas (hereinafter "County"), having an address of 301 S.E. Inner Loop, Suite 105, Georgetown, Texas, 78626, sets forth the terms and conditions pursuant to which Consultant will provide certain services. Rely Information Systems LLC is a sole operation of the company's owner - Praveen Rao who is the sole provider of all services to County and has the authority to represent his company in all matters.

1. Consulting Services

1.1 A statement of work ("SOW") is attached hereto and the terms therein are incorporated in this Agreement. Consultant agrees to perform the consulting services ("Services") as set forth in the attached SOW, and in any subsequently approved SOW referencing this Agreement, in a professional manner. Consultant agrees to provide the items described in the SOW ("Deliverables").

2. Term and Termination

2.1 This Agreement will have an initial term of one year, or the length of the engagement, if longer than one year, and may be renewed for successive one-year periods pursuant to a separate written agreement between the parties.

2.2 Either party may terminate this Agreement, with or without cause, upon not less than thirty (30) calendar day's written notice to the opposite party. County shall pay Consultant for all Services performed prior to termination.

2.3 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 ten (10) 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 said ten (10) days, then and in that instance, the said ten (10) 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 Event of Breach within the above referenced ten (10) day period 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 mentioned hereinafter and/or remedies available under the law, terminate this Agreement.

3. Payment and Taxes

3.1 The services will be charged to County on a Time and Material basis not including travel or other reimbursable expenses. County agrees to pay Consultant the fees set forth in the SOW. County shall reimburse Consultant for reasonable travel and out-of-pocket expenses incurred in the performance of this Agreement; provided, however, all proposed travel and out-of-pocket expenses must be reviewed and approved by County prior to being incurred.

Unless specified otherwise in the SOW, Consultant will invoice County semi-monthly for Services. County's payment of the Services and Deliverables 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 Consultant of the discrepancy. Following County's notification of any discrepancy as to an invoice, Consultant 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.

3.2 County agrees to pay the amount of any sales, value added, use, excise or similar taxes applicable to the performance of the SOW, if any, or County shall provide Consultant with a certificate acceptable to the taxing authorities exempting County from payment of such taxes.

4. Ownership and License

Consultant retains all ownership and intellectual property rights in techniques, methodology, and products (collectively "IP") provided or used by Consultant in the performance of services, and any extensions to Consultant IP developed in conjunction with the SOW, including but not limited to software code, operating instructions, unique design concepts, software development tools, and training materials. Consultant grants to County, a perpetual, nonexclusive, nontransferable, worldwide, fully paid up license to use, solely for its own internal business purposes, elements of the Deliverables, which contain Consultant IP.

5. Confidential Information

5.1 To the extent authorized by law, any business, operational, commercial, financial or technical information furnished by Consultant to County under this Agreement will remain Consultant's

property, will be deemed proprietary, will be kept confidential to the extent allowed by law, and will be promptly returned at Consultant's request. Except as otherwise required by law, County may not disclose, without Consultant's written permission, any such information or data to any third party, or use such information or data itself for any purpose other than performing its obligations under this Agreement. The obligations set forth in this section will survive the cancellation, termination, or completion of this Agreement.

5.2 To the extent authorized by law, any business, operational, commercial, financial or technical information provided by County to Consultant will remain County's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at County's request. Consultant may not disclose, without County's written permission or as required by law, any such information or data to any third party, or use such information or data itself for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section will survive the cancellation, termination, or completion of this Agreement.

5.3 To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't Code 552.001 *et seq.*, as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or information furnished to County as to whether or not the same must be made available to the public. It is further understood that County, its officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligation to Consultant for the disclosure to the public, or to any person or persons, of any items or information furnished to County by Consultant in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

6. Relationship between 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.

7. Warranties

7.1 Consultant warrants that the consulting services provided pursuant to this Agreement will be performed consistent with generally accepted industry standards and as provided in Article 1. The warranty period for an application module or product shall begin as each application module or product is placed in production status. For purposes of this section, an application module or product is considered in production status if County is processing actual transactions, using the respective application module or product.

7.2 Consultant agrees to fully cooperate with the County's software and hardware providers throughout the implementation, and thereafter, to assist in the determination of the cause and resolution of any issues related to the software, hardware or system as implemented. In the event

the cause of the issue is determined to be inadequate work, errors, or omissions in the services provided by Consultant, Consultant shall correct the issue at no additional cost to the County as soon as reasonably practical, but in no event later than seven (7) calendar days following notice to Consultant that inadequate work, errors, or omissions in the services provided by Consultant exist. In the event the cause of the issue is determined not to be caused by Consultant, Consultant may invoice the County for the time and actual, reasonable expenses related to their investigation and resolution of the issue according to the rate schedule included in the applicable SOW.

8. Indemnification

Consultant shall indemnify and defend County against all claims, liabilities and costs, including reasonable attorney fees, reasonably incurred in the defense of any claim brought against the County in the courts of the United States and Canada by a third party(s) alleging that a party's use of any material, information or technology supplied by the Consultant in relation to the Services provided hereunder infringes or misappropriates any copyright, trade secret or United States or Canadian patent of which the party supplying the material, information or technology is or should be aware; provided that the County notifies the Consultant in writing of any such claim and the Consultant is permitted to control fully the defense and any settlement of such claim as long as such settlement shall not include a financial obligation on the County. The County shall cooperate fully in the defense of such claim and may appear, at its own expense, through its own counsel. The Consultant may, in its sole discretion, settle any such claim on a basis Consultant substitutes for the material, information or technology, alternative, substantially equivalent non-infringing material, information or technology.

9. Limitation of Liability

TO THE EXTENT AUTHORIZED UNDER TEXAS LAW,NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES.

10. Change Requests

County or Consultant may request changes to the Services to be performed under the applicable SOW by written notice ("Change Requests"). The nature of these changes include, but are not limited to, additions to or deletions from any services, changes to the schedule, prevention or loss of work due to inadequate facilities or technical infrastructure, or changes to key final decisions, or, any extra work by Consultant necessitated by County not meeting its obligations or preventing Consultant from meeting its obligations.

All Change Requests shall be subject to the following terms:

i. Disputes regarding Change Requests shall be handled pursuant to applicable dispute resolution section contained herein below;

ii. Each Change Request relating to any Services and referencing this Agreement shall be deemed a separate Agreement incorporating all of the terms and conditions of this Agreement;

iii. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of any Change Request, the terms and conditions of this Agreement shall control.

12. Dispute Resolution/Mediation

The parties to this Agreement will work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Agreement, whether stated in tort, contract, statute, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within thirty (30) days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation under the Commercial Mediation Rules of the American Arbitration Association ("AAA"). A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Agreement, will conduct the mediation under the then current rules of the AAA. Any mediation under this Agreement shall be conducted in Williamson County, Texas. All costs involved in the mediation shall be borne equally between the parties, except that each party shall bear its own attorney's fees. Nothing herein is intended to prevent either party from seeking any other remedy available hereunder or at law, including seeking redress in a court of competent jurisdiction. This provision shall survive the termination of this Agreement.

The parties hereby expressly agree that no claims or disputes between the parties arising out of or relating to this Agreement or a breach thereof shall be decided by any arbitration proceeding, including without limitation, any proceeding under the Federal Arbitration Act (9 USC Section 1-14) or any applicable state arbitration statute.

13. General

- Personal Service. Consultant hereby agrees and acknowledges that this Agreement requires that Praveen Rao, who is the sole member/owner of Rely Information Systems LLC, to personally and solely provide all of all Services and Deliverable to County under this Agreement and that at no time may any other individual, entity or subcontractor provide any of the Services and Deliverables. Due to Consultant's agreement under this provision, this Agreement shall constitute a purchase of personal services by County pursuant to Section 262.024 (a)(4) of the Texas Local Government Code.

- Venue and Governing Law. 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 either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this 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.

- Force Majeure. If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault

or negligence of said party, the other party shall grant such party relief from the performance of this Agreement. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

• Severability. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.

• Successors and Assigns; Assignment. 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.

• No Third Party Beneficiaries. This Agreement is for the sole and exclusive benefit of the parties hereto and nothing in this Agreement, express or implied, is intended to confer or shall be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.

• No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to 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.

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

• Appropriation of Funds by County. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. Consultant understands and agrees that the County's payment of amounts under this Agreement is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the

County, in the exercise of reasonable administrative discretion, to continue to make payments under this Agreement.

• Conflicting Terms. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of the SOW, as amended, the terms and conditions of this Agreement shall control.

• Execution in Counterparts. This Agreement may be executed in counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which together shall constitute one and the same document.

• Entire Agreement. This Agreement (including any SOW attached hereto or subsequently approved by the parties) represents the entire agreement between the parties and supersedes any and all prior or contemporaneous agreements or representations. This Agreement may not be modified or amended except in a writing signed by an authorized representative of each party. 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. It is agreed that the terms of this Agreement shall supersede the preprinted terms in any County purchase order or other ordering document.

WITNESS WHEREOF each County and Consultant has caused its authorized representatives to execute and deliver this Agreement effective as of the date which this agreement is last signed below.

RELY INFORMATION SYSTEMS LLC

BY: V. Praveen Rao

NAME: Varada Praveen Rao

TITLE: President

DATE: September 29, 2021

WILLIAMSON COUNTY, TEXAS

BY: _____
Bill Gravell,
Williamson County Judge

DATE: _____ ____, 20_____

EXHIBIT A
STATEMENT OF WORK

The following describes the Services that shall be provided and accomplished by Consultant pursuant to the terms and conditions of the Agreement and this SOW:

Scope of Work:
This Statement of Work is defining Williamson County's Oracle DBA support, contracted with Rely Information Systems LLC. The County shall only pay for actual hours worked.

Description of Services: The following services will be provided		
1	Provide general DBA support and maintenance of Williamson County's Oracle applications during the period from Nov 1, 2021 through Oct 31, 2022 These are estimates of support required. Minimum of 5 hours per week to be billed.	12 Hours per week
2	Provide DBA patch and upgrade assistance, as requested (this is estimated for planning purposes at 80 hours. The actual amount of time required will depend on the quantity and complexity of the patches selected.	80 hours

Time for Performance:
The Service to be performed under this SOW shall be from Nov 1, 2021 through October 31, 2022.

Compensation:
The maximum amount payable for all Time and Materials under the Agreement, without modification, shall not exceed **$79,200**.

Time and Materials Rates:

This Work Order is for the period beginning Nov 1 2021, until Oct 31, 2022.			
Consultant(s)	**Hourly Rate(s)**	**Estimated Hours**	
Oracle DBA- routine weekly support	$98	672 hours (estimate only)	$65,856.00
Oracle DBA- patch applications	$98	80 hours (estimate only)	$7840.00
		Total hours 800	**Total Cost- $73,696.00**

Payment:

Payment for the Time and Materials actually incurred shall be made in accordance with the terms of the Agreement.

Commissioners Court - Regular Session **19.**

Meeting Date: 11/02/2021

Carahsoft ServiceNow Agreement for IT Department

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the purchase of ServiceNow Management from Carahsoft in the amount of $83,139 per GSA Schedule No: GS-35F-119Y (cooperative).

Background

Approval of this item will support Williamson County operations through the continued use of ServiceNow work flow platform. This quote entails ServiceNow IT Service Management Fulfiller User, ServiceNow Additional Non-Production Instance US Data Center, ServiceNow IntegrationHub Starter-Transactions and ServiceNow Agile Team-Module. The agreement covers a period of (12) twelve months from 11/30/2021-11/29/2022. Department Contact is Minnie Beteille. This expenditure will be charged to FY22 01.0100.0503.004505. Department Contact is Minnie Beteille.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Quote

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	10/28/2021 03:43 AM
County Judge Exec Asst.	Becky Pruitt	10/28/2021 08:39 AM
Form Started By: Erica Smith		Started On: 10/26/2021 02:00 PM
Final Approval Date: 10/28/2021		

GOVERNMENT - PRICE QUOTATION

CARAHSOFT TECHNOLOGY CORP

11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
WWW.CARAHSOFT.COM | SALES@CARAHSOFT.COM

TO:
Michelle Kleen
PMP
Williamson County
301 SE Inner Loop
Suite 105
Georgetown, TX 78626

EMAIL: MKleen@wilco.org

PHONE: (512) 943-1459

FROM:
Michael Edwards
Carahsoft Technology Corp.
11493 Sunset Hills Road
Suite 100
Reston, Virginia 20190

EMAIL: Michael.Edwards@carahsoft.com

PHONE: (703) 889-9761 **FAX:** (703) 871-8505

TERMS:
GSA Schedule No: GS-35F-0119Y
Term: December 20, 2011 - December 19, 2026
[redacted]
Shipping Point: FOB Destination
Credit Cards: VISA/MasterCard/AMEX
Remit To: Same as Above
Payment Terms: Net 30 (On Approved Credit)
Cage Code: 1P3C5
[redacted]
Business Size: Other than Small
Sales Tax May Apply

QUOTE NO:	[redacted]
QUOTE DATE:	10/20/2021
QUOTE EXPIRES:	11/28/2021
RFQ NO:	Year 2
SHIPPING:	ESD
TOTAL PRICE:	$83,139.00
TOTAL QUOTE:	$83,139.00

LINE NO.	PART NO.	DESCRIPTION	RATE PER MONTH	NO.MONTHS		QTY	EXTENDED PRICE
		YEAR 2					
1	PROD11353-120	ServiceNow® IT Service Management - Fulfiller User v2 Start Date: 11/30/2021 End Date: 11/29/2022	RATE: $74.90	12	GSA	80	$71,904.00
2	188-VOPADDINSTDCUS	ServiceNow® Additional Non-Production Instance - US Data Center (Monthly) ServiceNow Start Date: 11/30/2021 End Date: 11/29/2022	RATE: $936.25	12	OM	1	$11,235.00
3	PROD11415	ServiceNow® IntegrationHub Starter - Transactions ServiceNow - PROD11415 Start Date: 11/30/2021 End Date: 11/29/2022	RATE: $0.00	12	OM	1	$0.00
4	PROD12492	ServiceNow® Agile Team - Module (Monthly) ServiceNow - PROD12492 Start Date: 11/30/2021 End Date: 11/29/2022	RATE: $0.00	12	OM	1	$0.00
		SUBTOTAL:					$83,139.00

TOTAL PRICE: **$83,139.00**

TOTAL QUOTE: **$83,139.00**

11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
WWW.CARAHSOFT.COM | SALES@CARAHSOFT.COM

LINE NO.	PART NO.	DESCRIPTION	RATE PER MONTH	NO.MONTHS		QTY	EXTENDED PRICE

-License subscriptions are invoiced upon contract award
-Learning credits are invoiced upfront and are non-refundable
-Subscriptions and all other services are non-refundable and non-returnable.
-On-site training has a $2,000 travel & expense fee per class
-Include the End-User contact information (i.e., the responsible party that manages the ServiceNow instance) on the PO to Carahsoft.
-Subscription renewals are subject to an uplift not to exceed 10% year-over-year. Multi-year renewals incur one uplift. Each Renewal Order is subject to the following conditions: (i) the Subscription Products in the expiring order continue to be made commercially available by ServiceNow and if not, then the Renewal Order shall be for ServiceNow's then available Subscription Product that is substantially equivalent to the Renewal Product in the expiring order; (ii) the sales model for the expiring order continues to be made available by ServiceNow in a commercially equivalent model; (iii) the units of each Renewal Product in the Renewal Order are equal to or greater than the sum of all the Units for that Renewal Product in all the order forms placed by Customer during the subscription term of the then expiring order form; (iv) each Renewal Order is for a twelve (12) month subscription term; (v) Customer places the Renewal Order before the expiration of the Subscription Term of the expiring order form; and (vi) the Renewal Order is on mutually agreeable terms and conditions.
-Carahsoft and ServiceNow reserve the right to suspend access to the instance if payment is not made within payment terms.

Customer accepts ServiceNow flow down terms https://www.carahsoft.com/buy/gsa-schedule-contracts/gsa-schedule-70/eula2
***Click ServiceNow on the list**

SUGGESTED OPTIONS

LINE NO.	PART NO.	DESCRIPTION	RATE PER MONTH	NO.MONTHS		QTY	EXTENDED PRICE
		YEAR 3					
5	PROD11353-120	ServiceNow® IT Service Management - Fulfiller User v2 ServiceNow - PROD11353 Start Date: 11/30/2022 End Date: 11/29/2023	RATE: $74.90	12	GSA	80	$71,904.00
6	188-VOPADDINSTDCUS	ServiceNow® Additional Non-Production Instance - US Data Center (Monthly) ServiceNow Start Date: 11/30/2022 End Date: 11/29/2023	RATE: $936.25	12	OM	1	$11,235.00
7	PROD11415	ServiceNow® IntegrationHub Starter - Transactions ServiceNow - PROD11415 Start Date: 11/30/2022 End Date: 11/29/2023	RATE: $0.00	12	OM	1	$0.00
8	PROD12492	ServiceNow® Agile Team - Module (Monthly) ServiceNow - PROD12492 Start Date: 11/30/2022 End Date: 11/29/2023	RATE: $0.00	12	OM	1	$0.00
		SUGGESTED SUBTOTAL:					$83,139.00

servicenow

ServiceNow, Inc.
2225 Lawson Lane
Santa Clara, CA 95054

End Customer Address:

Company Name	Williamson County
Address	716 S Rock St
Suite	
City	Georgetown
State/Province	TX - Texas
Zip/Postal Code	78626-5719
Country	United States
Website	http://www.williamson-county.org
Business Contact	
Title	
Phone	
EMail	

Product Code	Subscription Product Name	Type	Units	Subscription Term	Start Date	End Date
PROD11415	ServiceNow® IntegrationHub Starter	Transactions	1	12 Months	30 Nov 2021	29 Nov 2022
PROD11353	ServiceNow® IT Service Management Standard	Fulfiller User	80	12 Months	30 Nov 2021	29 Nov 2022
PROD00065	ServiceNow® Additional Non-Production Instance	US Data Center	1	12 Months	30 Nov 2021	29 Nov 2022
PROD12492	ServiceNow® Agile Team	Module	1	12 Months	30 Nov 2021	29 Nov 2022

Hosting Details:

ServiceNow # of Instances:	1 Production 4TB Storage Limit, 2 Non Production 4TB Storage Limit		
Instance Names:	wilco, wilcotest, wilcodev		
Customer ServiceNow Admin:		E-mail:	
Data Center Region:	United States		

Terms and Conditions

End Customer's use rights to the Subscription Products listed above as purchased from ServiceNow are governed by a contract consisting of the terms and conditions of this Use Authorization and the Subscription Service Agreement WHICH IS INCORPORATED IN THE CONTRACT BY THIS REFERENCE and is located at https:/www.servicenow.com/schedules.html (collectively, "Agreement"). End Customer may request a printed copy of this document by emailing ServiceNow at legal.request@servicenow.com. All initially capitalized terms not defined in this Use Authorization are defined elsewhere in the Agreement with End Customer referring to the counter-party to ServiceNow or "Customer" in the Subscription Service Agreement. If this Use Authorization conflicts with the other documents comprising the Agreement, this Use Authorization will control.

Product Overview

The ServiceNow Product Overview containing descriptions of the ServiceNow applications and platform services included in the Subscription Products ordered hereunder is posted on https://www.servicenow.com/upgrade-schedules.html.

ServiceNow® Order Form - Product and Use Definitions

USER TYPE DEFINITIONS

"User" means any employee or contractor of Customer or Customer Affiliate that is assigned a unique username and password and has a user profile in the Subscription Service designated as "active". Only Users may be given access to the subscription service by Customer. A use right may not be shared or transferred. Customer shall not use the subscription service in a manner that circumvents usage restrictions.

"Approver User" is any User performing any of the functions set forth in the table below for an Approver User. An Approver User may only perform the functions set forth in the table below for an Approver User.

"Requester User" is any User that performs only the functions set forth in the table below for a Requester User.

"End User" has the same use rights as **"Requester User."**

"Fulfiller User" is any User other than an Approver User or Requester User. Without limitation, a Fulfiller User is any User that performs any function other than an Approver User function or Requester User function, including those set forth in the table below for a Fulfiller User.

"Process User" has the same use rights as **"Fulfiller User."**

FUNCTION / USE RIGHTS AUTHORIZED	USER TYPES		
	REQUESTER	APPROVER	FULFILLER
Create its own request	included	included	included
View its own request	included	included	included
Modify its own request	included	included	included
Search the Service Catalog	included	included	included
Search the Knowledge Base	included	included	included
Access public pages	included	included	included
Take surveys	included	included	included
Set its own notification preferences	included	included	included
View assets assigned to user	included	included	included
Access and post to Live Feed	included	included	included
Initiate Chat sessions	included	included	included
Participate in a Watch List	included	included	included
View a report published to them	included	included	included
Approve requests by email that are routed to user	-	included	included
Approve requests routed to user via system	-	included	included
Create any record	-	-	included
Delete any record	-	-	included
Modify any record	-	-	included
Drill through any report	-	-	included
Create any report	-	-	included
Delete any report	-	-	included
Modify any report	-	-	included
Perform development activities	-	-	included (see below)
Perform administrative activities	-	-	included

CUSTOM TABLE CREATION AND INSTALLATION

Customer may create or install Custom Tables in a non-production instance. The creation or installation of Custom Tables in a production instance requires either the purchase of the Now Platform App Engine product or an express Custom Table entitlement that is granted with the purchase of another product. A “Custom Table” is any non-ServiceNow provided table created or installed by or on behalf of Customer on the ServiceNow Platform and used for any

purpose, including the creation of a custom application, unless such table is specifically exempt. A list of exempt ServiceNow provided tables and Custom Table use rights are as set forth in the Custom Table Guide on https://www.servicenow.com/upgrade-schedules.html and ARE EXPRESSLY DEEMED INCORPORATED HEREIN BY THIS REFERENCE. Customer may request printed copies of the documents incorporated herein by reference by emailing us at legal.request@servicenow.com.

SUBSCRIPTION PRODUCTS	
Subscription Product Code/Name	**Included ServiceNow Applications and Use Rights**
PROD11415 ServiceNow® IntegrationHub Starter	IntegrationHub Starter includes entitlement for up to 1,000,000 IntegrationHub Transactions annually (unused Transactions expire annually). IntegrationHub Starter includes Protocols and Spokes as set forth in the IntegrationHub Overview on www.servicenow.com/upgrade-schedules.html and ARE EXPRESSLY DEEMED INCORPORATED HEREIN BY THIS REFERENCE. Customer may request printed copies of the documents incorporated herein by reference by emailing us at legal.request@servicenow.com. An IntegrationHub Transaction is defined as any external call originating from, initiated by, or part of, a flow within Flow Designer. Additional annual Transactions require the purchase of a separate IntegrationHub package.
PROD11353 ServiceNow® IT Service Management Standard	Included Applications: Incident Management; Problem Management; Change Management; Release Management; Asset Management; Request Management; Cost Management; Walk-Up Experience; and Universal Request Customer is granted the rights for Fulfiller User as defined in the User Type Definitions Section. Usage is limited by the number of purchased Fulfiller Users. Universal Request use rights apply only to IT Service Management Standard applications and App Engine Starter 25 Custom Tables App Engine Starter 25: Customer is granted the right to create or install up to 25 Custom Tables and to grant each Fulfiller User the right to access those Custom Tables and perform the actions granted to that User Type. The following Application(s) became available according to the release indicated below. Walk-Up Experience - London
PROD00065 ServiceNow® Additional Non-Production Instance	Additional non-production 4TB storage limit instance in ServiceNow's data center.
PROD12492 ServiceNow® Agile Team	Included Applications: Agile Development and Test Management All Users may use the above applications.

Commissioners Court - Regular Session **20.**

Meeting Date: 11/02/2021

Meraki Internet Connectivity Equipment Purchase from Presidio

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the quotes for Meraki routers, security, license and support for Liberty Hill CSCD, the Lott Center, and the Hutto Community Center from Presidio in the amount of $14,671.79, pursuant to DIR Contract #DIR-TSO-4167, and authorizing execution of the quotes.

Background

Approval of this item will support multiple Williamson County Departments. Three quotes are attached for Meraki routers/security appliances, security license and support, and accessories. These devices enable internet connectivity. IT, legal, contract audit and budget have reviewed these purchases. These expenditures will be charged to 01.0999.0401.009007:(Liberty Hill CSCD) $6,229.25, (Lott) $4,859.33, (Hutto) $3,583.21. Department contact is Richard Semple.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Liberty Hill

Lott

Hutto

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	10/28/2021 08:06 AM
County Judge Exec Asst.	Becky Pruitt	10/28/2021 08:33 AM
Form Started By: Erica Smith		Started On: 10/18/2021 02:57 PM
Final Approval Date: 10/28/2021		

PRESIDIO™

QUOTE: [redacted]

DATE: 09/17/2021

TO:

Williamson County
Nick Delahoussaye
301 SE Inner Loop Suite 106
Georgetown, TX 78626

nick.delahoussaye@wilco.org
(p) 512-943-1191

FROM:

Presidio Networked Solutions Group, LLC
Daniel Guzman
10415 Morado Circle
The Campus Building 1
Suite 320
Austin, TX 78759

dguzman@presidio.com
(p) +1.512.795.7146

Customer#: [redacted]
Account Manager: Daniel Guzman
Inside Sales Rep: Greg Hubbard
Title: Meraki - Liberty Hill CSCD

Contract Vehicle: Texas DIR-TSO-4167 Cisco

#	Part #	Description	Unit Price	Qty	Ext Price
MX85-HW					
1	MX85-HW	Meraki MX85 Router/Security Appliance	$1,454.34	1	$1,454.34
				Total:	**$1,454.34**
LIC-MX85-SEC-3Y					
2	LIC-MX85-SEC-3Y	Meraki MX85 Advanced Security License and Support, 3YR	$2,910.15	1	$2,910.15
				Total:	**$2,910.15**
MR44-HW					
3	MR44-HW	Meraki MR44 WiFi 6 Indoor AP	$757.77	2	$1,515.54
				Total:	**$1,515.54**
LIC-ENT-3YR					
4	LIC-ENT-3YR	Meraki MR Enterprise License, 3YR	$174.61	2	$349.22
				Total:	**$349.22**

Sub Total:	**$6,229.25**
Grand Total:	**$6,229.25**

PRESIDIO™

QUOTE: [redacted]
DATE: 09/17/2021

This quote is governed by Terms and Conditions of Texas D R-TSO-4167 Contract.
[redacted]
Standard-Terms-for-Purchase-of-Services or Goods
Quote valid for 30 days from date shown above.
Prices may NOT include all applicable taxes and shipping charges
All prices subject to change without notice. Supply subject to availability.

Purchase Order should be issued to:
Presidio Networked Solutions Group, LLC
7701 Las Colinas Ridge #600,
Irving, TX 75063

Pursuant to this contract your PO must reflect the following contract:
Texas DIR-TSO-4167
[redacted]
Credit: Net 30 days (all credit terms subject to prior Presidio credit department approval)
Delivery: FOB Terms Dictated by individual PO details

Customer hereby authorizes and agrees to make timely payment for products delivered and services rendered, including payments for partial shipments

Customer Signature _____ Date _____

PRESIDIO™

QUOTE: [redacted]

DATE: 09/17/2021
PAGE: 1 of 2

TO:

Williamson County
Nick Delahoussaye
301 SE Inner Loop Suite 106
Georgetown, TX 78626

nick.delahoussaye@wilco.org
(p) 512-943-1191

FROM:

Presidio Networked Solutions Group, LLC
Daniel Guzman
10415 Morado Circle
The Campus Building 1
Suite 320
Austin, TX 78759

dguzman@presidio.com
(p) +1.512.795.7146

Customer#: WILLI035
Account Manager: Daniel Guzman
Inside Sales Rep: Greg Hubbard
Title: Meraki - LOTT Center

Contract Vehicle: Texas DIR-TSO-4167 Cisco

#	Part #	Description	Unit Price	Qty	Ext Price
MX68-HW					
1	MX68-HW	Meraki MX68 Router/Security Appliance	$579.99	1	$579.99
				Total:	**$579.99**
LIC-MX68-SEC-3YR					
2	LIC-MX68-SEC-3YR	Meraki MX68 Advanced Security License and Support, 3YR	$873.04	1	$873.04
				Total:	**$873.04**
MS125-24-HW					
3	MS125-24-HW	Meraki MS125-24 10G L2 Cld-Mngd 24x GigE Switch	$1,387.30	1	$1,387.30
				Total:	**$1,387.30**
LIC-MS125-24-3Y					
4	LIC-MS125-24-3Y	Meraki MS125-24 Enterprise License and Support, 3 Year	$154.24	1	$154.24
				Total:	**$154.24**
MR44-HW					
5	MR44-HW	Meraki MR44 WiFi 6 Indoor AP	$757.77	2	$1,515.54
				Total:	**$1,515.54**
LIC-ENT-3YR					
6	LIC-ENT-3YR	Meraki MR Enterprise License, 3YR	$174.61	2	$349.22
				Total:	**$349.22**

Sub Total:	**$4,859.33**
Grand Total:	**$4,859.33**

PRESIDIO™

QUOTE: [redacted]
DATE: 09/17/2021

This quote is governed by Terms and Conditions of Texas D R-TSO-4167 Contract.
[redacted]
Standard-Terms-for-Purchase-of-Services or Goods
Quote valid for 30 days from date shown above.
Prices may NOT include all applicable taxes and shipping charges
All prices subject to change without notice. Supply subject to availability.

Purchase Order should be issued to:
Presidio Networked Solutions Group, LLC
7701 Las Colinas Ridge #600,
Irving, TX 75063

Pursuant to this contract your PO must reflect the following contract:
Texas DIR-TSO-4167
[redacted]
Credit: Net 30 days (all credit terms subject to prior Presidio credit department approval)
Delivery: FOB Terms Dictated by individual PO details

Customer hereby authorizes and agrees to make timely payment for products delivered and services rendered, including payments for partial shipments

Customer Signature _____ Date _____

PRESIDIO™

QUOTE: [redacted]

DATE: 09/17/2021
PAGE: 1 of 1

TO:

Williamson County
Nick Delahoussaye
301 SE Inner Loop Suite 106
Georgetown, TX 78626

nick.delahoussaye@wilco.org
(p) 512-943-1191

FROM:

Presidio Networked Solutions Group, LLC
Daniel Guzman
10415 Morado Circle
The Campus Building 1
Suite 320
Austin, TX 78759

dguzman@presidio.com
(p) +1.512.795.7146

Customer#: [redacted]
Account Manager: Daniel Guzman
Inside Sales Rep: Greg Hubbard
Title: Meraki - Hutto Community Room

Contract Vehicle: Texas DIR-TSO-4167 Cisco

#	Part #	Description	Unit Price	Qty	Ext Price
MX68CW-HW-NA					
1	MX68CW-HW-NA	Meraki MX68CW LTE & 802.11ac Router/Security Appliance - NA	$1,130.83	1	$1,130.83
				Total:	**$1,130.83**
LIC-MX68CW-SEC-3YR					
2	LIC-MX68CW-SEC-3YR	Meraki MX68CW Advanced Security License and Support, 3YR	$1,222.26	1	$1,222.26
				Total:	**$1,222.26**
AIR-PWRINJ6=					
3	AIR-PWRINJ6=	Power Injector (802.3at) for Aironet Access Points	$102.51	12	$1,230.12
4	AIR-PWR-CORD-NA	AIR Line Cord North America	$0.00	12	$0.00
				Total:	**$1,230.12**

Sub Total:	**$3,583.21**
Grand Total:	**$3,583.21**

This quote is governed by Terms and Conditions of Texas D R-TSO-4167 Contract.
State of Texas Vendor D 17605152499
Standard-Terms-for-Purchase-of-Services or Goods
Quote valid for 30 days from date shown above.
Prices may NOT include all applicable taxes and shipping charges
All prices subject to change without notice. Supply subject to availability.

Purchase Order should be issued to:
Presidio Networked Solutions Group, LLC
7701 Las Colinas Ridge #600,
Irving, TX 75063

Pursuant to this contract your PO must reflect the following contract:
Texas DIR-TSO-4167
[redacted]
Credit: Net 30 days (all credit terms subject to prior Presidio credit department approval)
Delivery: FOB Terms Dictated by individual PO details

Customer hereby authorizes and agrees to make timely payment for products delivered and services rendered, including payments for partial shipments

Customer Signature _____ Date _____

Commissioners Court - Regular Session **21.**

Meeting Date: 11/02/2021

Rubrik System Renewal from Free It Data Solutions for IT Department

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the purchase of Rubrik software and support renewal from Free It Data Solutions in the amount of $58,991.29, pursuant to DIR cooperative contract # DIR-TSO-3944.

Background

Approval of this renewal will support the operations of the Williamson County IT Department as a provider of data backup and recovery for virtual and physical environments. Renewal quote is attached that outlines the software and support components to be renewed. Original agreement was approved by commissioners court on 2/5/2019 for a term of 36 months. This is the second renewal to cover a period from 1/31/2022-1/30/2023. IT, legal, contract audit and budget have reviewed this purchase. Department contact is Richard Semple. This expenditure will be charged to FY22 01.0100.0503.004500.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Quote

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	10/28/2021 04:50 AM
County Judge Exec Asst.	Becky Pruitt	10/28/2021 08:39 AM
Form Started By: Erica Smith		Started On: 10/26/2021 02:00 PM
Final Approval Date: 10/28/2021		

Freeit™
DATA SOLUTIONS

Contract No: [redacted]
TAX ID#:
Term: NET 30
FOB: Destination

Williamson County
[redacted]

Quote Number: [redacted]
Quote Date: 10/14/2021
Expiration Date: 11/13/2021

Freeit Data Solutions, Inc.
P.O. Box 1572
Austin, TX 78767
PH: (800) 478-5161 / FAX: (888) 416-0471

Freeit Contact: Leslie Spinks
[redacted] Leslie@freeitdata.com

Qty	Part Number	Description	List Price	Discount Percentage	Unit Price	Ext Price
Rubrik Renewal - 1yr Term						
Software						
1	RBK-PRO-BUNDLE-R6408S-01-RENEWAL	R6408S APPLIANCE 4-NODE 96TB PERP RAW SFP+ NIC RCDM INCL SUBS	$100,020.00	65.29%	$34,714.54	$34,714.54
		Serial: [redacted]				
1	RBK-PRO-BUNDLE-R6404S-01-RENEWAL	R6404S APPL 4NODE 48TB RAW PERP SFP+ NIC RCDM INCL SUB TO POLARIS	$69,984.00	65.31%	$24,276.75	$24,276.75
		Serial: [redacted]				
		Subscription Period Duration: 1/31/2022 - 1/30/2023				
Support						
1	RBK-SVC-PREM-OBJ-STORAGE	PREMIUM SUP ARCHIVAL TO ON SVCS	$2,760.00	100.00%	$0.00	$0.00
		Serial: [redacted]				
1	RBK-SVC-PREM-OBJ-STORAGE	PREMIUM SUP ARCHIVAL TO ON SVCS	$2,760.00	100.00%	$0.00	$0.00
		Serial: [redacted]				
		Support Period Duration: 1/31/2022 - 1/30/2023				

List Total:	$175,524.00
DIR Discounted Total:	$163,237.32
Shipping and Tax not applicable:	$0.00
Additional Discount:	($104,246.03)
Grand Total:	$58,991.29

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 condi ions are hereby unconditionally rejected.

Commissioners Court - Regular Session **22.**

Meeting Date: 11/02/2021

Security Camera Purchase through Knight Security for Lott Center

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the installation proposal for eight (8) security cameras at the Lott Center from Knight Security Systems, LLC in the amount of $21,115.33 pursuant to DIR cooperative contract #DIR-CPO-4494, and authorizing execution of the proposal.

Background

Approval of this item will support the operations at the Lott Center located at 107 Holly St. Georgetown TX 78626. Proposal attached outlines the materials, equipment and installation of eight (8) security cameras for a total of $18,715.33 with annual recurring maintenance at a rate of $2,400.00. This makes the total initial cost of the project $21,115.33. IT, legal, and contract audit have reviewed this purchase. Department contact is Chris Ball. This expenditure will be charged to 418P. CARES funding has been verified.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Proposal

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	10/28/2021 04:43 AM
County Judge Exec Asst.	Becky Pruitt	10/28/2021 08:40 AM
Form Started By: Erica Smith		Started On: 10/26/2021 02:01 PM
Final Approval Date: 10/28/2021		

Proposal: [redacted]

Wilco-Lott Center-Cameras

Prepared for:

[redacted]

Williamson County

[redacted]

Georgetown TX, 78626

Prepared by:

Kevin Garlick

(512) 590-7886

kgarlick@knightsecurity.com

4509 Freidrich Lane
Suite 110
Austin, TX 78744

Private and Confidential: The proposal has been distributed to you on a confidential basis for your information only. By accepting it, you agree not to disseminate it to any other person or entity in any manner and not to use the information for any purpose other than considering opportunities for a cooperative business relationship with Knight Security Systems, Inc.

Proposal Issued:
10/15/2021

Proposal Valid To:
11/14/2021

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

DESCRIPTION

CLIENT INFORMATION

Name: Williamson County

Site	**Billing**	**Contact**
[redacted] Georgetown, TX 78626	301 SE Inner Loop, Ste 105 Georgetown, TX 78626	[redacted]

PROJECT NAME: **Wilco-Lott Center-Cameras**

PROJECT SCOPE OF WORK

[redacted]
Knight Security Systems (KSS) will provide and install Security additions for Wilco-Lott Center.

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

General Scope of Work : Video Surveillance System additions

- Eight IP Axis security cameras, mounts, Genetec licenses and programming
  - Five P3719-PLE Exterior rated cameras (corner mounted) viewing the exterior areas
  - Two P3245-LVE Exterior rated dome (ceiling mounted) viewing the sally port area and Vestibule
  - One P3245-V Interior rated dome cameras (ceiling mounted)
  - KSS provided cameras, mounts, cabling, terminations, licenses and programming
  - Cabling will be run to the data rack in the IDF

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New camera license(s) will be added to the existing video server and will impact the available storage. Based on normal exterior conditions a 30 day storage will need 12.9TB of estimated space.
KSS will enroll the cameras and set up basic motion detection.

Note: this proposal scope includes the removal of existing "Exterior cameras and Cabling" only as it is related to the Wilco owned side.

Customer Provided Items

- PoE switches and patch panels
- Network configurations for connection of devices to Customer's network
- IP address assignments

Finance

Purchaser hereby agrees to pay KSS the following terms:

Project Milestones and Invoicing Procedures

Client Initials:_____

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

- The Customer is required to pay every invoice in full within 30 days of receiving the invoice.
- Refer to the Standard Terms and Conditions sections 8H, 8I, and 8J.

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

Engineering - Not included with this scope.

Cabling & Wiring - IS included with this scope.

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

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

Rental Equipment - Not included with this scope.

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

Training - Not included with this scope.

Conditions and Qualifications

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

DIR CPO-4494
Termination for Convenience: This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving thirty (30) days written notice thereof. In the event of termination, Williamson County will only be liable for its pro rata share of services rendered and goods actually received.

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

Client Initials:_____

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

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

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

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

Texas Law Applicable to Indemnification: All indemnifications or limitations of liability or statutes of limitations shall be to the extent authorized under Texas law and shall follow Texas law without modifying the County's rights.

PROJECT INVESTMENT

Estimate

QTY	Description	Unit Price	Ext.Price
8	1 camera connection	$176.31	$1,410.48
8	GenetecAdvantage for 1 OmnicastEnterprise Camera	$35.26	$282.08
4	23-4P UNS SOL CMP C6 Ylw Jkt - 500 ft	$260.00	$1,040.00
8	Mini-Com Module, Category 6, UTP, 8-Position 8-Wir	$14.86	$118.88
8	PANDUIT CBL ASSY MOD 28-4PR STRANDED 1ft thin Cat6	$11.22	$89.76
5	AXIS P3719-PLE Network Camera is a compact 15-mega	$1,240.46	$6,202.30
5	Corner Bracket. Requires AXIS T91A61 Wall Bracket.	$61.29	$306.45
5	Chromated and powder coated aluminum wall mount wi	$65.17	$325.85
5	AXIS T94N01D Pendant Kit comprises a weathershield	$69.04	$345.20
2	Fixed dome with support for Forensic WDR and Light	$387.11	$774.22
1	Fixed dome with support for Forensic WDR, Lightfin	$542.27	$542.27
8	DIR- Project Install Kit	$72.73	$581.84

Annual Recurring:

Description	Ext.Price
Secure Plan Premium Service Level Agreement	$2,400.00

Investment Summary

Total Equipment	**$12,019.33**
Total Labor	**$6,696.00**
Total Proposal Amount	**$18,715.33**

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

Client Initials:_____

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

Investment Total

Knight Security Systems will provide the proposed system as described in this proposal for the sum of: **$18,715.33**

Annual Recurring **$2,400.00**

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

Grand Total $ 21,115.33

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

COUNTY:
WILLIAMSON COUNTY

By:

Printed Name:

Representative Capacity: _____

Date: _____, 20_____

SERVICE PROVIDER:
KNIGHT SECURITY SYSTEMS:

By: 

Printed Name: Kevin Garlick

Representative Capacity: Account Manager

Date: October 15, 2021, 20_____

Commissioners Court - Regular Session **23.**

Meeting Date: 11/02/2021

Knight Security Renewal 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 renewal agreement with Knight Security Systems, LLC to provide support for Williamson County buildings in the amount of $77,423.51 per the terms of DIR Contract #DIR-CPO-4494.

Background

This agenda item is for the annual service renewal and support of the security systems, alarm monitoring and system troubleshooting for Williamson County buildings. The attached agreement contains the details of the services. Department point of contact is Richard Semple. Funding Source is 01.0100.0503.004500.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Knight Security Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	10/28/2021 08:43 AM
County Judge Exec Asst.	Becky Pruitt	10/28/2021 08:45 AM
Form Started By: Mary Watson		Started On: 10/26/2021 04:09 PM
Final Approval Date: 10/28/2021		

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

Name: Williamson County - Information Technology Services

Site	**Billing**	**Contact**
301 SE Inner Loop, Suite 105 Georgetown, TX 78626	301 Se Inner Loop-Suite 105 Georgetown, TX 78626	Chris Ball, Critical Systems Analyst I **P** (512) 943-1934 **E** cball@wilco.org

PROJECT NAME: Wilco-Master FY22 SecurePlan

PROJECT SCOPE OF WORK

DIR TSO-4494

Knight Security Systems greatly appreciates your time and for the opportunity to provide you with our recommended ***SecurePlan*** Level Agreement (SLA). Please find the Summary information below for the Coverage details and annual pricing of our ***SecurePlan*** And SecurePlan*Health*.

- All KSS provided equipment, materials and labor shall be warranted for the duration of the agreement and begins from the date of final acceptance by the Owner
- Includes KnightSentry for System health monitoring for proactive notification of system issues detected. (Network access required. Remediation not included)
- Performs one (1) scheduled preventative maintenance site visit
- Software license renewals and services to apply software maintenance updates or upgrade for which the systems are eligible at the time of annual inspection
- Same day response when you place your service call before noon
- Next business day response for all calls for service after noon and shall be responded to before the end of the next Business day
- KSS Normal business hours shall be 8 AM to 5 PM Monday through Friday
- Emergency Response Times: Includes 24-Hour Emergency Response of - 4 hour onsite response 24/7 at discounted rates to owner
- Provide factory trained technicians for all service requests; list provided upon notice to proceed

Williamson Co. campuses SecurePlan w/Health

Investment summary FY22 $77,423.51 / yr

The annual pricing above is based on 5 year agreement and pertains to the Williamson County campuses that KSS currently supports (Animal Shelter, CP Anx, CP Tax, ESOC, Expo C., Facilities North Campus, Main Tax office, Pct3, Justice C., RR Anx, Sheriff's Office, SOTC, Taylor Annex, Taylor JP4). All KSS provided equipment is included in ***SecurePlan*** Coverage for as long as agreement is active.

Coverage details and Process for support is provided in attached documents. Remote VPN access to the security devices is required with SecurePlan Health for remote remediation.

Knight Security Systems appreciates the opportunity to provide our SLA to help protect the investment of your security systems and provide a greater level of support to the Wilco teams. We are eager to continue working with you closely

Client Initials:_____

with regard to the video surveillance and access control systems as well as continuing to support your systems in the many years to come in order to maximize the long term value of these systems.

DIR CPO-4494
Termination for Convenience: This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving thirty (30) days written notice thereof. In the event of termination, Williamson County will only be liable for its pro rata share of services rendered and goods actually received.

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

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

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

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

Texas Law Applicable to Indemnification: All indemnifications or limitations of liability or statutes of limitations shall be to the extent authorized under Texas law and shall follow Texas law without modifying the County's rights.

Client Initials:_____

PROJECT INVESTMENT

SecurePlan - Animal Shelter

Annual Recurring:

Description	Ext.Price
Secure Plan Premium Service Level Agreement	$5,808.00

SecurePlan - Cedar Park Annex

Annual Recurring:

Description	Ext.Price
Secure Plan Premium Service Level Agreement	$3,888.00
GSM/ Cellular Back up alarm monitoring	$237.60
Digital Alarm Monitoring up to 64 zones incl timer	$345.60

SecurePlan - Cedar park Tax office

Annual Recurring:

Description	Ext.Price
Secure Plan Premium Service Level Agreement	$2,678.40
GSM/ Cellular Back up alarm monitoring	$264.00
Digital Alarm Monitoring up to 64 zones incl timer	$384.00

SecurePlan - ESOC

Annual Recurring:

Description	Ext.Price
Secure Plan Premium Service Level Agreement	$2,874.00

SecurePlan - Expo Center

Annual Recurring:

Description	Ext.Price
Secure Plan Premium Service Level Agreement	$5,099.04

SecurePlan - Justice Center

Annual Recurring:

Description	Ext.Price
Secure Plan Premium Service Level Agreement	$16,374.48

SecurePlan - Main Tax office

Annual Recurring:

Description	Ext.Price
Secure Plan Premium Service Level Agreement	$3,559.92

SecurePlan - North Campus Facilities

Annual Recurring:

Description	Ext.Price
Secure Plan Premium Service Level Agreement	$3,971.04

SecurePlan - Pct 3 Annex

Annual Recurring:

Description	Ext.Price
Secure Plan Premium Service Level Agreement	$8,844.00
GSM/ Cellular Back up alarm monitoring	$264.00
Digital Alarm Monitoring up to 64 zones incl timer	$384.00

SecurePlan - Info Tech Svcs

Annual Recurring:

Description	Ext.Price
Secure Plan Premium Service Level Agreement	$1,524.00

SecurePlan - Round Rock Annex

Client Initials:_____

Annual Recurring:

Description	Ext.Price
Secure Plan Premium Service Level Agreement	$4,001.76

SecurePlan - Sheriff's Office-508 Rock St.

Annual Recurring:

Description	Ext.Price
Secure Plan Premium Service Level Agreement	$3,661.80

SecurePlan - Sheriff's Offce Training Center

Annual Recurring:

Description	Ext.Price
Secure Plan Premium Service Level Agreement	$3,789.12
Digital Alarm Monitoring up to 64 zones incl timer	$648.00

SecurePlan - Taylor Annex

Annual Recurring:

Description	Ext.Price
Secure Plan Premium Service Level Agreement	$3,153.96

SecurePlan - Taylor JP4

Annual Recurring:

Description	Ext.Price
Secure Plan Premium Service Level Agreement	$3,040.80

SecurePlan - WCCHD

Annual Recurring:

Description	Ext.Price
Secure Plan Premium Service Level Agreement	$2,628.00

Investment Summary

Total FY22 Annual Recurring **$77,423.51**

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

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

COUNTY:
WILLIAMSON COUNTY

By: _____

Printed Name: _____

Representative Capacity: _____

Date: _____, 20____

SERVICE PROVIDER:
KNIGHT SECURITY SYSTEMS:

By: Kevin Garlick

Printed Name: Kevin Garlick

Representative Capacity: Account Manager

Date: 10/25/2021, 20____

Client Initials:_____

STATE OF TEXAS
DEPARTMENT OF INFORMATION RESOURCES

CONTRACT FOR PRODUCTS AND RELATED SERVICES

Knight Security Systems, LLC

1. Introduction

A. Parties

This Contract for products and related services is entered into between the State of Texas, acting by and through the Department of Information Resources (hereinafter "DIR") with its principal place of business at 300 West 15th Street, Suite 1300, Austin, Texas 78701, and Knight Security Systems, LLC (hereinafter "Vendor"), with its principal place of business at 4509 Freidrich Lane, Suite 110 Austin, TX 78744.

B. Compliance with Procurement Laws

This Contract is the result of compliance with applicable procurement laws of the State of Texas. DIR issued a solicitation on the Comptroller of Public Accounts' Electronic State Business Daily, Request for Offer (RFO) DIR-CPO-TMP-443, on 10/28/2019, for Law Enforcement, Surveillance and Security Monitoring, Emergency Preparedness, Disaster Recovery Technology Products and Services. Upon execution of this Contract, a notice of award for RFO DIR-CPO-TMP-443 shall be posted by DIR on the Electronic State Business Daily.

C. Order of Precedence

For purchase transactions under this Contract, the order of precedence shall be as follows: this Contract; Appendix A, Standard Terms and Conditions For Products and Related Services Contracts; Appendix B, Vendor's Historically Underutilized Businesses Subcontracting Plan; Appendix C, Pricing Index; Appendix D, Customer Service Agreement; Exhibit 1, Vendor's Response to RFO DIR-CPO-TMP-443, including all addenda; and Exhibit 2, DIR-CPO-TMP-443, including all addenda; are incorporated by reference and constitute the entire agreement between DIR and Vendor governing purchase transactions. In the event of a conflict between the documents listed in this paragraph related to purchases, the controlling document shall be this Contract, then Appendix A, then Appendix B, then Appendix C, then Appendix D, then Exhibit 1, and finally Exhibit 2. In the event and to the extent any provisions contained in multiple documents address the same or substantially the same subject matter but do not actually conflict, the more recent provisions shall be deemed to have superseded earlier provisions.

2. Term of Contract

The initial term of this Contract shall be two (2) years commencing on the last date of approval by DIR and Vendor, with one (1) optional two-year renewal and one (1) optional one-year renewal. Prior to expiration of each term, the contract will renew automatically under the same terms and conditions unless either party provides notice to the other party 60 days in advance of the renewal date stating that the party wishes to discuss modification of terms or not renew. Additionally, the parties by mutual agreement may extend the term for up to ninety (90) additional calendar days.

3. Product and Service Offerings

A. Products

Products available under this Contract are limited to Law Enforcement, Surveillance and Security Monitoring, Emergency Preparedness, Disaster Recovery Technology Products and Services as specified in Appendix C, Pricing Index. Vendor may incorporate changes to their product offering; however, any changes must be within the scope of products awarded based on the posting described in Section 1.B above. Vendor may not add a manufacturer's product line which was not included in the Vendor's response to the solicitation described in Section 1.B above.

B. Services

Services available under this Contract are limited to Law Enforcement, Surveillance and Security Monitoring, Emergency Preparedness, Disaster Recovery Technology Products and Services as specified in Appendix C, Pricing Index. Vendor may incorporate changes to their service offering; however, any changes must be within the scope of services awarded based on the posting described in Section 1.B above.

4. Pricing

Pricing to the DIR Customer shall be as set forth in Appendix A, Section 8, Pricing, Purchase Orders, Invoices and Payment, and as set forth in Appendix C, Pricing Index, and shall include the DIR Administrative Fee.

5. DIR Administrative Fee

A) The administrative fee to be paid by the Vendor to DIR based on the dollar value of all sales to Customers pursuant to this Contract is three-quarters of one percent (*.75%*). Payment will be calculated for all sales, net of returns and credits. For example, the administrative fee for sales totaling $100,000 shall be $750.00.

B) All prices quoted to Customers shall include the administrative fee. DIR reserves the right to change this fee upwards or downwards during the term of this Contract, upon written notice to Vendor without further requirement for a formal contract amendment. Any change in the administrative fee shall be incorporated in the price to the Customer.

6. Notification

All notices under this Contract shall be sent to a party at the respective address indicated below.

If sent to the State:
Hershel Becker or Successor in Office
Department of Information Resources
300 W. 15th St., Suite 1300
Austin, Texas 78701
Phone: (512) 475-4700

If sent to the Vendor:

Bob Minchew
Knight Security Systems, LLC
4509 Freidrich Lane, Suite 110
Austin,TX 78744
Phone: (512) 775-2220
Email: bminchew@knightsecurity.com

7. Software License, Service and Leasing Agreements

A. Software License Agreement

1) Customers acquiring software licenses under the Contract shall hold, use, and operate such software subject to compliance with the Software License Agreement. Customer and Vendor may agree to additional terms and conditions that do not diminish a term or condition in the Software License Agreement, or in any manner lessen the rights or protections of Customer or the responsibilities or liabilities of Vendor. Order Fulfiller shall make the Software License Agreement terms and conditions available to all Customers at all times.

2) Compliance with the Software License Agreement is the responsibility of the Customer. DIR shall not be responsible for any Customer's compliance with the Software License Agreement.

B. Shrink/Click-wrap License Agreement

Regardless of any other provision or other license terms which may be issued by Vendor after the effective date of this Contract, and irrespective of whether any such provisions have been proposed prior to or after the issuance of a Purchase Order for products licensed under this Contract, or the fact that such other agreement may be affixed to or accompany software upon delivery (shrink-wrap), the terms and conditions set forth in this Contract shall supersede. **It is the Customer's responsibility to read the Shrink/Click-wrap License Agreement and determine if the Customer accepts the license terms as amended by this Contract. If the Customer does not agree with the license terms, Customer shall be responsible for negotiating with the reseller to obtain additional changes in the Shrink/Click-wrap License Agreement language from the software publisher.**

C. Service Agreement Template

Services provided under this Contract shall be in accordance with the Service Agreement Template as set forth in Appendix D of this Contract. No changes to the Service Agreement terms and conditions may be made unless previously agreed to by Vendor and Customer. If utilizing the Service Agreement Template, the Vendor and Customer may agree to terms and conditions that do not diminish or lessen the rights or protections of the Customer or the responsibilities or liabilities of the Vendor.

D. Conflicting or Additional Terms

1. In the event that conflicting or additional terms in Vendor Software License Agreements, Shrink/Click Wrap License Agreements, Service Agreements or linked or supplemental documents amend or diminish the rights of DIR Customers or the State, such conflicting or additional terms shall not take precedence over the terms of this Contract.

2. In the event of a conflict, any linked documents may not take precedence over the printed or referenced documents comprising this contract; provided further that any update to such linked documents shall only apply to purchases or leases of the associated Vendor product or service offering after the effective date of the update; and, provided further, that, if Vendor has responded to a solicitation or request for pricing, no update of such linked documents on or after the initial date of Vendor's initial response shall apply to that purchase unless Vendor directly informs Customer of the update before the purchase is consummated.

3. In the event that different or additional terms or conditions would otherwise result from accessing a linked document, agreement to said linked document shall not be effective until reviewed and approved in writing by Customer's authorized signatory.

4. Vendor shall not [without prior written agreement from Customer's authorized signatory,] require any document that: 1) diminishes the rights, benefits, or protections of the Customer, or that alters the definitions, measurements, or method for determining any authorized rights, benefits, or protections of the Customer; or 2) imposes additional costs, burdens, or obligations upon Customer, or that alters the definitions, measurements, or method for determining any authorized costs, burdens, or obligations upon Customer.

5. If Vendor attempts to do any of the foregoing, the prohibited documents will be void and inapplicable to the contract between DIR and Vendor or Vendor and Customer, and Vendor will nonetheless be obligated to perform the contract without regard to the prohibited documents, unless Customer elects instead to terminate the contract, which in such case may be identified as a termination for cause against Vendor.

6. The foregoing requirements apply to all contracts, including, but not limited to, contracts between Customer and a reseller who attempts to pass through documents and obligations from its Manufacturer of Publisher.

8. Authorized Exceptions to Appendix A, Standard Terms and Conditions for Product and Related Services Contracts.

No exceptions have been agreed to by DIR and Vendor.

(Remainder of this page intentionally left blank.)

This Contract is executed to be effective as of the date of last signature.

Knight Security Systems, LLC

Authorized By: Signature on File

Name: Phil Lake

Title: President

Date: 08/27/2020

The State of Texas, acting by and through the Department of Information Resources

Authorized By: Signature on File

Name: Hershel Becker

Title: Chief Procurement Officer

Date: 08/28/2020

Office of General Counsel: Signature on File: 08/28/2020

Commissioners Court - Regular Session **24.**

Meeting Date: 11/02/2021

Williamson County Justice Center Renovations (P515) HCS Change Order No. 5

Submitted For: Dale Butler **Submitted By:** Gina Wrehsnig, Building Maintenance

Department: Building Maintenance

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on accepting a report on the Williamson County Justice Center Renovation Project (P515) HCS, Inc. Change Order #05 in the amount of $28,332.55. This change order is being funded by P515 Project Contingency from within the original project budget.

Background

This change order is for electrical improvements within the project. On November 17, 2020, the Williamson County Commissioners Court granted Tom Stanfield, Williamson County Facilities Senior Project Manager, with general authority to approve change orders up to $30,000 in relation to Williamson County Justice Center Renovations (P515), pursuant to Local Government Code 262.031. This report is being provided for purposes of notifying the court of such change order and to place it in the minutes of the Commissioners Court.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

HCS CO5

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	10/28/2021 11:43 AM
Form Started By: Gina Wrehsnig		Started On: 10/28/2021 11:40 AM
Final Approval Date: 10/28/2021		

CHANGE ORDER

701

Distributed To:

- ☒ Owner
- ☐ Contractor
- ☐ Architect
- ☐ Subcontractor
- ☐ Field
- ☐ Other

PROJECT: Williamson County Justice Center Renovations
405 Martin Luther King Drive
Georgetown, Texas 78626

TO: Tom Stanfield-Williamson County
405 Martin Luther King Drive
Georgetown, Texas 78626

CHANGE ORDER NO: 005

DATE: October 28, 2021

PROJECT NO: T1499-2020

CONTRACT DATE:

CONTRACT FOR: General Construction

The contract is changed as follows:

CPR #	COST	DESCRIPTION
32	$28,332.55	New Courtroom AV in Basement and Receptacles in IDF Rooms

TOTAL $28,332.55

The original Contract Sum was	$	2,799,000.00
Net change by previously submitted Change Orders	$	
The Contract Sum prior to this Change Order was	$	3,171,652.81
The Contract Sum will be increased by this Change Order in the amount of	$	28,332.55
The new Contract Sum including this Change Order will be	$	3,199,985.36
The Contract Time will be unchanged by		(0) days.
The date of Substantial Completion as of the date of this Change Order		Jan 1st, 2022

Accepted By:

Mike Ballerino, HCS Inc. Commercial GC	Thomas D Stanfield, Sr Project Manager Wilco Facilities Dept	Trenton H Jacobs Wilco County Architect
CONTRACTOR	OWNER	ARCHITECT
By:	By:	By:
Oct 28, 2021	10/25/21	10/28/21
Date	Date	Date

CAUTION: You should sign an Original Document, on which this text appears in RED. An Original Document assures that changes will not be obscured.

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CONTRACTOR

CHANGE PROPOSAL REQUEST (CPR)	NO. 32

Steinbomer
A/E

HCS Inc.
Contractor

1/28/21
Date of issuance

Williamson County Justice Renovation
Project Title

1499-2929
Project No.

New Courtroom AV, Basement Receptacles, IDF
Interim Change Auth. No. (if any)

Contractor to provide below detailed cost breakdown for proposed modification(s) of the work as described in Part A of the COR. Breakdown to incorporate quantities, unit costs, and extensions for materials and labor, including allowable markups for all additions/deductions to/from contract sum. (Additional data necessary to support itemized figures must be attached and identified below.) Contractor to submit proposal to Architect/Engineer within ____ days, and in no case more than 15 days.

COST BREAKDOWN SUMMARY / OR COST BREAKDOWN BELOW:

Trades:	Amount		Amount		Amount	
M&C Electric Inc.	$24,637.00	HCS Inc. 10% O&P	$2,463.70	HCS Inc. 5% B&I	$1,231.85	$28,332.55
		HCS Inc. 10% O&P	$0.00	HCS Inc. 5% B&I	$0.00	$0.00
		HCS Inc. 10% O&P	$0.00	HCS Inc. 5% B&I	$0.00	$0.00
		HCS Inc. 10% O&P	$0.00	HCS Inc. 5% B&I	$0.00	$0.00
			$0.00		$0.00	$0.00
			$0.00		$0.00	$0.00
			$0.00		$0.00	$0.00
			$0.00		$0.00	$0.00

	Hours	Rate				
HCS Inc. Supervision	0	$65	$0.00			
HCS Inc. Proj. Mgmt.	0	$85	$0.00			
HCS Subtotal:			$0.00	15% Markup	$0.00	$0.00
				3% B&I	$0.00	

PROPOSED TOTAL (ADDITION) (DELETION) TO **CONTRACT AMOUNT**. **$28,332.55**

PROPOSED REQUEST FOR (ADDITION) (DELETION) OF CALENDAR DAYS TO **CONTRACT TIME** **0**

The above proposal is submitted for consideration. The undersigned contractor understands and agrees that THIS IS A PROPOSAL and is validated only when included in a fully executed CHANGE ORDER to the Contract issued by Williamson County, and thereafter no additional time and/or amount adjustments to the Contract will be given for the Work covered by this COR beyond that shown above.

Steven Rosow
Contractor Name (typed or printed)

Contractor Signature

10/27/21
Date

APPROVED
By Tom Stanfield at 8:42 am, Oct 28, 2021

M & C Electric Inc.

Williamson County Justice

PO Box 231
Taylor, TX 76574
Office 512-906-0023
Fax 512-926-8022
TECL# 24004
10/27/21

General Contractor- HCS

New Court Room AV

Seven thousand Nine Hundred Ninety Three dollars ($7,993.00)

Material:	$1,149.64
Labor:	$6,844.26
Total:	$7,993.90

Total CO $7,993.00

Basement IDF Dedicated Receptacles

Provide 2 dedicated quad receptacles in basement IDF
One Thousand Eight Hundred Twenty Seven dollars ($1,827.00)

Material:	$420.71
Labor:	$1,406.88
Total:	$1,827.59

Total CO $1,827.00

IDF Ground Bars

Provide ground bar in basement and first floor IDF
Eleven Thousand Nine Hundred Fifty Three dollars ($11,953.00)

Material:	$4,227.95
Labor:	$7,725.38
Total:	$11,953.33

Total CO $11,953.00

IDF Room AC

Provide power to IDF air conditioner
Two Thousand Eight Hundred Sixty Four dollars ($2,864.00)

Material:	$463.68
Labor:	$2,400.92
Total:	$2,864.60

Total CO $2,864.00

Regulated by The Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas, 78711, 1-800-803-9202, 512-463-6599; website: www.license.state.tx.us/complaints

Commissioners Court - Regular Session **25.**

Meeting Date: 11/02/2021

Liberty Hill CSCD - Utility Easement for PEC

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 a Utility Easement between Williamson County and Pedernales Electric Cooperative, Inc. for electrical service in relation to the Liberty Hill CSCD Modular Building Project

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

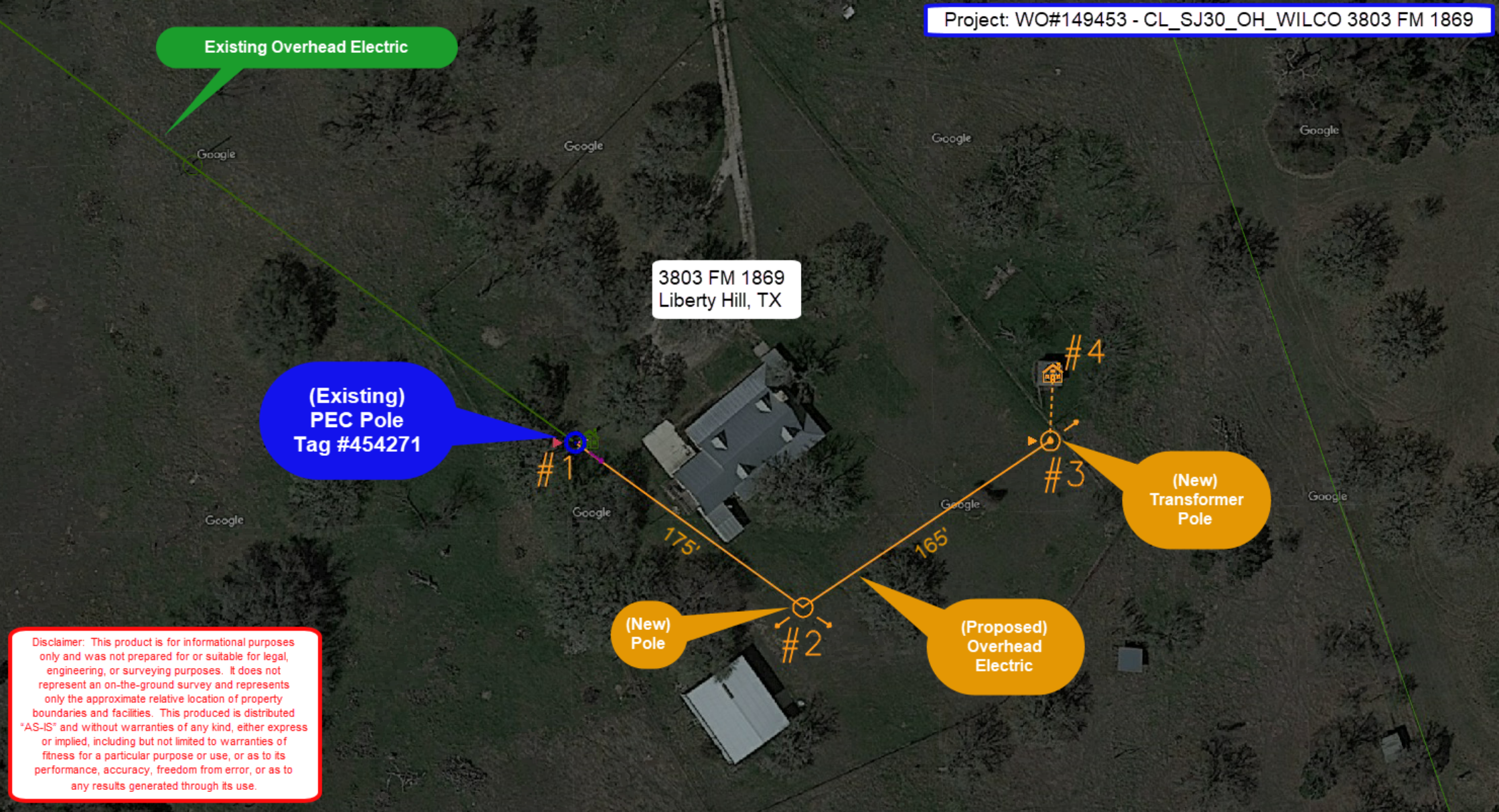
Attachments

PEC Map

Easement Letter

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	10/27/2021 11:08 AM
Form Started By: Wendy Danzoy		Started On: 10/27/2021 09:59 AM
Final Approval Date: 10/27/2021		


Project: WO#149453 - CL_SJ30_OH_WILCO 3803 FM 1869
Existing Overhead Electric
3803 FM 1869
Liberty Hill, TX
(Existing)
PEC Pole
Tag #454271
#1
#2
#3
#4
175'
165'
(New)
Pole
(Proposed)
Overhead
Electric
(New)
Transformer
Pole
Google
Disclaimer: This product is for informational purposes only and was not prepared for or suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries and facilities. This produced is distributed "AS-IS" and without warranties of any kind, either express or implied, including but not limited to warranties of fitness for a particular purpose or use, or as to its performance, accuracy, freedom from error, or as to any results generated through its use.

UTILITY EASEMENT

Virtual Grid/Facet No.:

THE STATE OF TEXAS §
§ **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF Williamson §

That Williamson County (Company Name), by

and through _____ (Printed Name), in the capacity of _____ (Title), and not individually, hereinafter referred to as "Grantor" (whether one or more), for and in consideration of ONE DOLLAR ($1.00) in hand paid by PEDERNALES ELECTRIC COOPERATIVE, INC. of Johnson City, Texas, has granted, sold, and conveyed and by these presents does grant, sell, and convey unto Pedernales Electric Cooperative, Inc. an easement and right-of-way as hereinafter described for the purpose of an electric distribution line consisting of variable number of wires, and all necessary or desirable appurtenances (including poles made of wood, metal or other materials, telephone and cable television wires, props, guys, and anchors) over, across and upon the following described lands located in Williamson County, Texas, to-wit:

Work Order No.:

Being part of that 21.63 acre tract of land, more or less, our of the Joseph M. Glasscock Survey, Abstract 254, and the E.S. Brooks Survey, Abstract 81, in Williamson County, Texas, as described on instrument (Deed) recorded under Document No. 2018056429, in the Official Property Records of Williamson County, Texas.

149453

Location of right-of-way and easement hereby conveyed shall be limited to a strip of land Twenty (20) in width, being Ten (10) feet on each side of the centerline of the facilities as built, with guying easements as needed, **or** as indicated on Exhibit "A", attached hereto and incorporated herein for all pertinent purposes.

Together with the right of ingress and egress over Grantor's adjacent lands to or from said right-of-way for the purpose of constructing, reconstructing, inspecting, patrolling, hanging new wire on, maintaining and removing said lines and appurtenances; the right to relocate within the limits of said right-of-way; the right to remove from said lands all trees and parts thereof, or other obstructions which endanger or may interfere with the efficiency of said lines or their appurtenances.

Grantor warrants that Grantor is the owner of said property and has the right to execute this easement.

TO HAVE AND TO HOLD the above described easement and rights unto Pedernales Electric Cooperative, Inc. and their successors and assigns, until said easement and rights shall be relinquished.

Property Owner Name:
(or Subdivision Name if for Subdivision)

Grantor, Grantor's heirs and legal representatives do hereby bind themselves to warrant and forever defend all and singular the above described easement and rights unto Pedernales Electric Cooperative, Inc. their successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS my hand this _____ day of _____, 20_____.

Williamson County
Corporate Name

BY: _____
(Signature)

_____
(Printed Name)

_____
(Title)

(NOTARIZE ON BACK)

THE STATE OF TEXAS

COUNTY OF Williamson

BEFORE ME, the undersigned authority, on this day personally appeared

_____, acting on behalf of _____Williamson County_____
(Printed Name) (Printed Corporate or Business Name)

and known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that they executed the same on behalf of said Business or Corporation for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of

_____, 20_____.

_____
Notary Public in and for
The State of Texas

Please Return to:

Pedernales Electric Cooperative Planning Department
PO BOX 2048
Liberty Hill, TX 78646

Commissioners Court - Regular Session **26.**

Meeting Date: 11/02/2021

Jail Master Plan P432 Talex Termination

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 a mutual Agreement to Terminate Work Authorization 3 of the First Amended and Restated Agreement for Architectural and Engineering Services.

Background

Williamson County executed Work Authorization 3 with Talex, Inc., Engineers on February 2, 2021, to provide services at the Jail Master Plan (P432). On October 26, 2021, both parties agreed to mutually terminate said Agreement.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Talex Termination

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	10/27/2021 11:09 AM
Form Started By: Wendy Danzoy		Started On: 10/27/2021 10:03 AM
Final Approval Date: 10/27/2021		

AGREEMENT TO TERMINATE
Work Authorization 3 of the First Amended and Restated Agreement for Architectural and Engineering Services

PROJECT: **Williamson County Jail Master Plan (P432)** ("Project")

ARCHITECT/ ENGINEER: **Talex, Inc., Engineers** ("A/E")
Thomas R. Alexander, P.E., President
6300 La Calma Dr., Suite 200
Austin, Texas 78752

COUNTY'S DESIGNATED REPRESENTATIVE: **Williamson County Facilities Department**
Director of Facilities
3101 SE Inner Loop
Georgetown, Texas 78626

THIS AGREEMENT TO TERMINATE that certain **Work Authorization 3 of the First Amended and Restated Agreement for Architectural and Engineering Services, being dated as of October 26, 2021,** ("Termination") is made and entered into effective as of the latest date of the signatories indicated at the conclusion of this document (the "Effective Date"), by and between **Williamson County**, a body corporate and politic under the laws of the State of Texas ("County") and A/E.

R E C I T A L S

WHEREAS, County and A/E are parties to that certain **Work Authorization 3** ("Authorization"), which was issued under **First Amended and Restated Agreement for the Architectural and Engineering Services** ("Agreement") wherein A/E agreed to provide certain professional services in connection with the Project;

WHEREAS, County and A/E desire to terminate the Authorization as of the Effective Date set out herein below.

NOW, THEREFORE, County and A/E, for and in consideration of the premises contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby forever acknowledged and confessed, do mutually agree as follows:

ARTICLE 1
TERMINATION OF AUTHORIZATION

1.1 Termination.
On the terms set forth herein, County and A/E mutually agree to terminate the Authorization due to **changes in scope directed by County.** County and A/E agree that such termination shall not affect, terminate or modify the existing and underlying First Amended and Restated Agreement for Architectural and Engineering Services between the parties.

1.2 Effective Date of Termination.
The Effective Date of Termination shall be **October 26, 2021.**

1.3 Obligations Prior to Termination.
Prior to 11:59 pm on the Effective Date of Termination, County and A/E shall continue to comply with all terms of the Authorization.

1.4 Obligations Following Termination.
County and A/E shall have no continued obligations, with the exception of any obligations accruing prior to the Effective Date of Termination and any obligations that extend beyond the Effective Date of Termination under the terms of the Authorization.

ARTICLE 2
GENERAL PROVISIONS

2.1 Entire Agreement.
County and A/E acknowledge that this Termination embodies the entire agreement and understanding between them with respect to the Project and supersedes any prior Agreements, Amendments, Work Authorizations, and Supplemental Work Authorizations relating to the Project. This Termination may not be altered, modified, or discharged except by a writing signed by the party against whom such alteration, modification, or discharge is sought.

2.2 Identical Counterparts.
This Termination may be executed in one or more counterparts, each of which shall, for all purposes, be deemed to be an original and all of which shall collectively constitute the same instrument, but in making proof of this Termination, only one such counterpart need be produced or accounted for.

2.3 Representation and Construction.
By executing this Termination, County and A/E acknowledge that they have had the opportunity to be represented by independent counsel and review and consider the terms of the Termination.

This Termination shall not be construed against or in favor of any party due to the fact that such party may or may not have authored said Termination or any provision contained herein.

2.4 Work Authorizations and Supplemental Work Authorizations.

For purposes of this Termination, the term "Authorization" shall mean and include the **Work Authorization 3 of the First Amended and Restated Agreement for Architectural and Engineering Services** and any Supplemental Work Authorizations issued under it.

ARTICLE 3
SIGNATORY WARRANTY

The undersigned signatory for A/E hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Termination and that he/she has full and complete authority to enter into this Termination on behalf of the firm.

IN WITNESS WHEREOF, County has caused this Termination to be signed in its name by its duly authorized County Judge, thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND OR MODIFY THIS TERMINATION, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

A/E:
Talex, Inc., Engineers

By: T.R. Alexander
Signature

Thomas R. Alexander
Printed Name

President
Title

Date Signed: 10/26/2021

WILLIAMSON COUNTY:

By: _____

Bill Gravell Jr.
Williamson County Judge

Date Signed: _____

Commissioners Court - Regular Session **27.**

Meeting Date: 11/02/2021

License Agreement with Parkside at Mayfield Ranch Master Community Inc

Submitted For: Terron Evertson **Submitted By:** Kelly Murphy, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving a license agreement with Parkside at Mayfield Ranch Master Community, Inc.

Background

This license agreement is to allow Parkside at Mayfield Ranch Master Community, Inc. (an HOA) to install and maintain two dynamic radar speed signs on Parkside Parkway as part of a pilot project. This license agreement has been reviewed by Legal.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

License Agreement- Parkside at Mayfield Ranch

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	10/28/2021 11:10 AM
Form Started By: Kelly Murphy		Started On: 10/28/2021 08:55 AM
Final Approval Date: 10/28/2021		

WILLIAMSON COUNTY LICENSE AGREEMENT

WILLIAMSON COUNTY, a political subdivision of the State of Texas (the "*County*"), and **PARKSIDE AT MAYFIELD RANCH MASTER COMMUNITY, INC.**, a Texas non-profit corporation (the "*Association*" or "*Licensee*"), enter into this **LICENSE AGREEMENT** (this "*Agreement*") upon the terms and conditions set forth below.

I.

PURPOSE AND GRANT OF LICENSE AGREEMENT

Licensee has requested permission from County to install and maintain two dynamic radar speed (collectively referred to herein as the "*Licensee's Improvements*"), in portions of the County's right-of-way. The County grants to Licensee permission to install and maintain Licensee's Improvements in the areas of the County's right-of-way described in the attached **Exhibit "A"** (the "*Licensed Property*").

The County makes this grant solely to the extent of its right, title, and interest in the Licensed Property, without any express or implied warranties.

Licensee agrees that all construction and maintenance permitted by this Agreement will be done in compliance with the terms and conditions of this Agreement and all applicable County, State, and/or Federal police, traffic, building, health, and safety ordinances, laws, and regulations existing at the time said construction and maintenance is performed.

II.

ANNUAL FEE

The County, its governing body, and its respective successors and assigns agree that no annual fee will be assessed for the license and permission herein granted to Licensee. Licensee agrees that the County's permission and grant of a license hereunder and Licensee's ability to construct and obligation to thereafter maintain Licensee's Improvements on the Licensed Property serve as consideration to support this Agreement.

III.

COUNTY'S RIGHTS TO LICENSED PROPERTY

This Agreement is expressly subject and subordinate to the present and future rights of the County, its successors, assigns, lessees, grantees and licensees, to construct, install, establish, maintain, use, operate, and renew any public utilities facilities, franchised public utilities, roadways, or streets on, beneath, or above the surface of the Licensed Property.

Nothing in this Agreement will be construed to limit, in any way, the power of the County to widen, alter, or improve the Licensed Property pursuant to official action by the governing body of the County or its successors. The County does, however, agree to give Licensee at least thirty (30) days' written notice of such action and will cooperate with Licensee to effect the

relocation and/or removal of Licensee's Improvements, at Licensee's sole cost, in the event of such widening, altering, or improvement of the Licensed Property, and further, to cooperate with Licensee wherever possible, to effect such widening, altering, or improving of the Licensed Property so that Licensee's Improvements and operations on the Licensed Property will not be materially affected thereby.

Licensee hereby agrees and acknowledges that Licensee, at its expense, shall be responsible for removal, repair or replacement of Licensee's Improvements from the Licensed Property within forty-eight (48) hours of County's directive to remove specified Licensee's Improvements whenever such removal, repair or replacement is deemed by County necessary for: (a) exercising the County's rights or duties with respect to the Licensed Property; (b) protecting persons or property; or (c) protecting the public health or safety with respect to the Licensed Property. In the event Licensee fails to remove the Licensee's Improvements to the County's satisfaction following County's directive to do so, then and in that event the County may cause the Improvements to be removed at the expense of Licensee.

Notwithstanding any provision in this Agreement to the contrary, the County retains the right to enter upon the Licensed Property at any time without notice to Licensee, assuming no obligation to Licensee, and remove, repair or replace, without liability to County and at Licensee's expense, any of the Licensee's Improvements whenever such removal is deemed by County necessary for: (a) exercising the County's rights or duties with respect to the Licensed Property; (b) protecting persons or property; or (c) protecting the public health or safety with respect to the Licensed Property.

IV.

INSURANCE

Licensee will, at its sole expense, obtain and maintain during the term of this Agreement a commercial general liability insurance policy, written by a company acceptable to the County and licensed to do business in Texas, with a combined single limit of not less than Five Hundred Thousand and No/l00 Dollars ($500,000.00), which coverage may be provided in the form of a rider and/or endorsement to a previously existing insurance policy. Such insurance coverage must specifically name the County as an additional insured and cover all perils arising from the activities of Licensee, its officers, directors, employees, agents, or contractors relative to this Agreement. Licensee will be responsible for any deductibles stated in the policy. A true copy of each instrument effecting such coverage must be delivered to the County on or before the Effective Date defined on the initial signature page hereto.

So long as Licensee is using the Licensed Property, Licensee will not cause such insurance to be canceled nor permit such insurance to lapse. All insurance certificates must include a clause to the effect that the policy will not be canceled, reduced, restricted, or otherwise limited until thirty (30) days after the County has received written notice as evidenced by a return receipt of registered or certified mail.

V.

INDEMNIFICATION

INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE WILL INDEMNIFY, DEFEND (WITH COUNSEL OF COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "*INDEMNITEES*") AND WILL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF THE COUNTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF LICENSEE, 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 LICENSED PROPERTY OR IN CONNECTION WITH LICENSEE'S IMPROVEMENTS. TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE 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 INDEMNITEE. THIS INDEMNIFICATION WILL 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, LICENSEE WILL INDEMNIFY, DEFEND (WITH COUNSEL OF COUNTY'S CHOOSING), AND HOLD HARMLESS 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 LICENSEE 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 AN INDEMNITEE HEREUNDER.

VI.

CONDITIONS

A. Licensee's Responsibilities. Licensee will be responsible for any damage to and/or for the relocation of Licensee's Improvements on the Licensed Property. Further, Licensee will reimburse the County for all costs of replacing or repairing any property of the County or of others which is damaged or destroyed as a result of activities authorized under this Agreement by, or on behalf of, Licensee.

B. Maintenance. Licensee will maintain the Licensed Property and Licensee's Improvements by keeping the area free of debris and litter. Removal of dead or dying plants will also be handled by Licensee at its expense, as required by the County. Such removal of dead or dying plants must be completed within fifteen (15) days following receipt of a written request by the County to do so. If Licensee abandons or fails to maintain the Licensed Property, and the County receives no substantive response within fifteen (15) days following written notification to Licensee, then the County may remove and/or replace all of Licensee's Improvements.

C. Removal or Modification. Licensee agrees that removal or modification of any improvements now existing or to be later replaced on the Licensed Property will be at Licensee's

sole expense. Said removal or modification will be at Licensee's sole discretion, except where otherwise provided by this Agreement.

D. Default. In the event that Licensee fails to maintain the Licensed Property or otherwise comply with the terms or conditions as set forth herein, then the County will give Licensee written notice thereof, by registered or certified mail, return receipt requested, to the addresses set forth below. Licensee will have fifteen (15) days from the date of receipt of such notice to take action to remedy the failure complained of and, if Licensee does not remedy the same to the County's complete satisfaction within the 15-day period, the County may, in addition to other remedies available herein or by law to County, (1) perform the work, (2) contract for the completion of the work, or (3) terminate this Agreement. Licensee agrees to pay, within fifteen (15) days of written demand by the County, all costs and expenses incurred by the County in completing the work or contracting for the work to be completed.

VII.

COMMENCEMENT: TERMINATION BY ABANDONMENT

This Agreement will begin on the Effective Date set forth above the signature of the parties herein below, and continue thereafter for so long as the Licensed Property is used for the purposes set forth herein or until this Agreement is terminated according to the terms hereof. If Licensee abandons the use of all or any part of the Licensed Property for such purposes set forth in this Agreement, then this Agreement, as to such portion or portions abandoned, will expire and terminate following fifteen (15) days' written notice to Licensee. If such abandonment has not been remedied by Licensee within such period, the County will thereafter have the same complete title to the Licensed Property so abandoned as though this Agreement had never been made and will have the right to enter on the Licensed Property so abandoned and terminate the rights of Licensee, its successors and assigns hereunder, with respect to the abandoned Licensed Property. All installations of Licensee's Improvements on Licensed Property abandoned by Licensee that are not removed prior to the County's termination of the license as to such Licensed Property will be deemed the property of the County as of the effective date of the County's termination.

VIII.

TERMINATION

A. Termination by Licensee. This Agreement may be terminated by Licensee as to all or any portion of the Licensed Property by delivering written notice of termination to the County not later than thirty (30) days before the effective date of termination. If Licensee so terminates, then Licensee will, within the 30-day notice period, remove from the portion of the Licensed Property as to which this Agreement is being terminated, installations of Licensee's Improvements. Any of Licensee's Improvements within the portion of the Licensed Property as to which this Agreement is being terminated that are not removed within said period will become the property of the County. Licensee hereby agrees and acknowledges that Licensee will be liable to the County for any damages caused to the Licensed Property by the removal of Licensee's Improvements.

B. Termination by County. This Agreement may be revoked and terminated in whole or in part at any time by resolution of the Williamson County Commissioners Court if such revocation and termination is reasonably required by the public interest (as hereinafter set forth), after providing fifteen (15) days' written notice to the Licensee.

Subject to prior written notification to Licensee or its successors-in-interest, this Agreement is revocable by the County and deemed to be required by the public interest if:

1. the Licensee's Improvements, or a portion of them, interfere with the County's right-of-way;

2. use of the Licensed Property becomes necessary for a public purpose;

3. the Licensee's Improvements, or a portion of them, constitute a danger to the public which the County deems, in its sole discretion, not to be remediable by alteration or maintenance of such improvements;

4. despite fifteen (15) days' written notice to Licensee, maintenance or alteration necessary to alleviate a danger to the public has not been made; or

5. Licensee fails to comply with the terms and conditions of this Agreement including, but not limited to, any insurance requirements specified herein.

IX.

MISCELLANEOUS PROVISIONS

A. Venue and Governing Law. 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 will lie exclusively in Williamson County, Texas. Furthermore, this Agreement will be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

B. Severability. If any provision of this Agreement are held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties will be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.

C. Covenant Running With Land; Waiver of Default. This Agreement and all of the covenants herein will run with the land; therefore, the conditions set forth herein will inure to and bind each party's successors and assigns. Any party may waive any default of another at any time, without affecting or impairing any right arising from any subsequent or other default.

D. Assignment. Licensee will not assign, sublet, or transfer its interest in this Agreement without the written consent of the County, which consent will not be unreasonably withheld. In the event that the County agrees to Licensee's assignment of its interest in this Agreement and subject to the assignee's compliance with the insurance requirements set forth herein, Licensee will furnish to the County a copy of any such assignment or transfer of any of Licensee's rights in this Agreement, including the name, date, address, and contact person.

E. Notices. All notices, demands, and requests for delivery of documents or information hereunder must be in writing and will be deemed to have been properly delivered and received as of the time of delivery if personally delivered, as of the time deposited in the mail system if sent by United States certified mail, return receipt requested, and postage prepaid, or as of the time of delivery to Federal Express (or comparable express delivery system) if sent by such method with all costs prepaid. All notices, demands, and requests hereunder will be addressed as follows or to such other addresses which a party may so designate by sending notice as aforesaid:

To the Association at:

Parkside at Mayfield Ranch Master Community, Inc.
c/o Spectrum Association Management
4411 S. IH 35, Suite 105
Georgetown, Texas 78626

To the County at:

Williamson County Judge
Bill Gravell, Jr. (or successor)
710 Main Street, Ste. 101
Georgetown, Texas 78626

with a copy to:

Williamson County Engineer
Terron Evertson (or successor)
3151 S. E. Inner Loop, Suite B
Georgetown, Texas 78626

F. No Third Party Beneficiaries. This Agreement is for the sole and exclusive benefit of the parties hereto, and nothing in this Agreement, express or implied, is intended to confer or will be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.

G. Compliance with Laws. Each party to this Agreement will 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

H. Gender, Number and Headings. Words of any gender used in this Agreement will be held and construed to include any other gender, and words in the singular number will be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and will not be considered in interpreting or construing this Agreement.

I. Construction. Each party to this Agreement acknowledges that it and its counsel have reviewed this Agreement and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.

J. No Waiver of Immunities. Nothing in this Agreement will be deemed to waive, modify, or amend any legal defense available at law or in equity to the County or its respective past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. The County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

K. Entire Agreement. This Agreement represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by each party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE COUNTY COMMISSIONERS COURT.

L. Counterparts. This Agreement may be executed in multiple counterparts, each of which will be deemed an original and all of which together will constitute a single instrument.

THE REMAINDER OF THIS PAGE IS BLANK

TERMS AND CONDITIONS ACCEPTED, this the _____ day of _____, 2021 (the "*Effective Date*").

COUNTY:

WILLIAMSON COUNTY, a political subdivision of the State of Texas

By:_____
Bill Gravell, Jr.,
Williamson County Judge

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the _____ day of _____, 2021 by Bill Gravell, Jr., as County Judge of WILLIAMSON COUNTY, a political subdivision of the state of Texas, on behalf of said political subdivision.

_____
NOTARY PUBLIC, State of Texas

ASSOCIATION:

PARKSIDE AT MAYFIELD RANCH MASTER COMMUNITY, INC., a Texas non-profit corporation

By: _____
Name: James D Bell
Title: President, Board of Directors

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the 20th day of Oct., 2021, by James D Bell, President of PARKSIDE AT MAYFIELD RANCH MASTER COMMUNITY, INC., a Texas non-profit corporation, on behalf of said non-profit corporation.

_____
NOTARY PUBLIC, State of Texas

HETAL PATEL
Notary Public, State of Texas
Comm. Expires 11-27-2022
Notary ID 124406090

EXHIBIT "A"

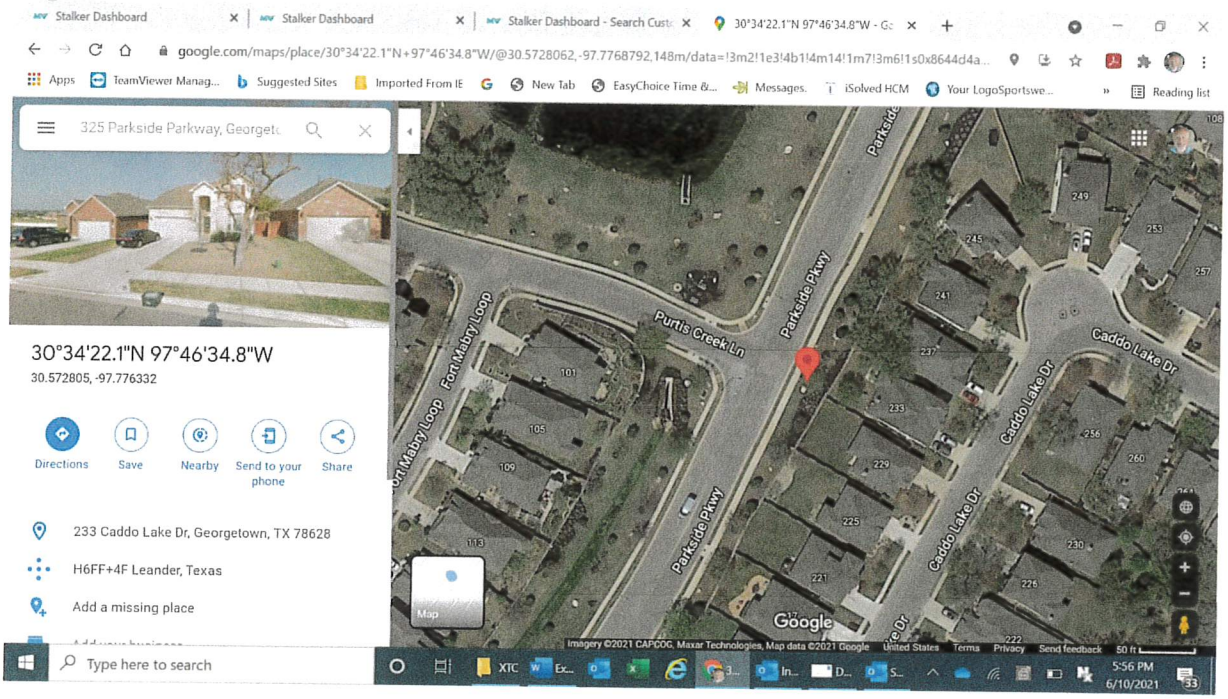
LICENSED PROPERTY

Exhibit "A"

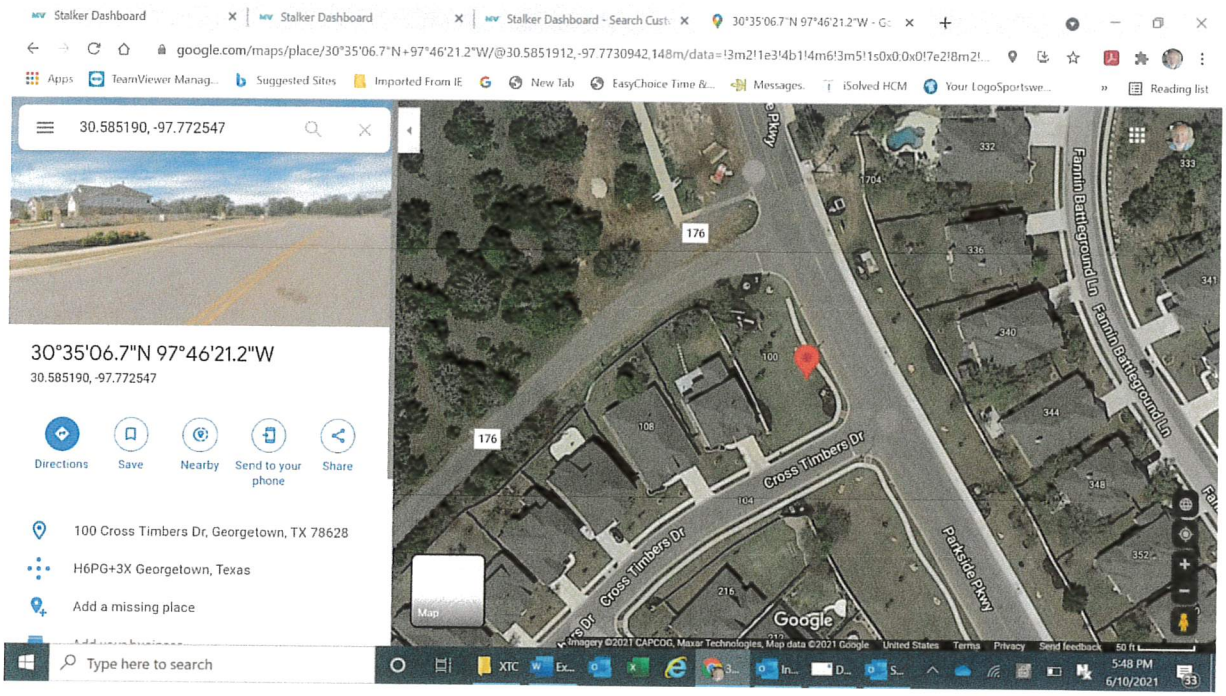
Parkside at Mayfield Ranch HOA

Map

Sign #1



Sign #2



Dynamic Radar Speed ("Speed Signs")

Specific Operations Requirements for these signs

The proposed ("Speed Signs") will consist of a 12" Stalker PMG dynamic radar speed sign, surrounded by a "Your Speed " black legend on a white retroreflective background, with a 50-watt solar panel, a small battery box, and 12V Gel-Cell Lead Acid Battery. The changeable legend displaying the speed of the approaching vehicle is a **white** luminous legend on a black opaque background. (see information below label PMG Pole Mounted Graphic Display). The entire **("Speed Signs")** assembly has a value of approximately **$3,500 per sign**.

Since the Stalker PMG dynamic radar speed sign is used to warn motorist of their speed in relation to the posted speed limit, the sign shall be mounted below a Speed Limit (R2-1) sign.

The Dynamic Radar Speed ("Speed Signs") and plaque will be configured not to display a legend when no vehicles are approaching.



PMG | *Pole Mounted Graphic Display*

Pole Mounted Graphic Display

A Full-Function, Dynamic Matrix Message Center

Available in 12", 15", and 18" digit height models

The Pole Mounted Graphic display (PMG) is a dynamic text and animated graphics display system that is portable and expandable. Powerful options transform a mounted speed sign into a self-contained communications center.

Stalker Easy Analyst traffic statistics capture

AC, DC, or solar/battery power options

Configuration through PC application or iOS and Android App

- Create custom messages and animation
- Set and run schedules
- Oversee solar/battery status
- Manage radar options and traffic data



12" model shown with optional YOUR SPEED aluminum MUTCD compliant bezel, solar panel, and battery system

Powerful Options

Messaging and graphics

30, 50, or 100W Solar power with b

Simulated camera flash

Traffic alert strobes

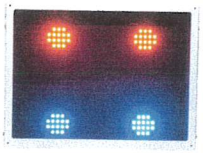
Wireless communication

Ethernet connectivity

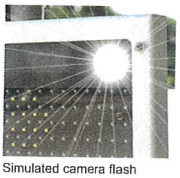
BUY AMERICAN ACT STALKER COMPLIANT



Optional folding feet and handle



Traffic alert strobes



Simulated camera flash

StalkerRadar.com

Tapco TXDOT approved break away Pole Assembly.

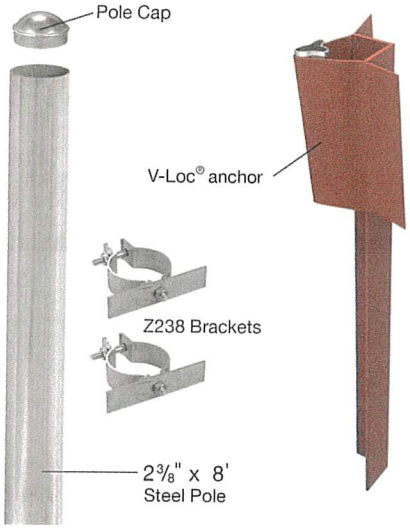
Mayfield Ranch HOA has chosen Xtreme Traffic Consultants, LLC to install the two Stalker dynamic radar speed signs, with the TXDOT approved Tapco V-Loc breakaway poles in order to calm speeding in their community.

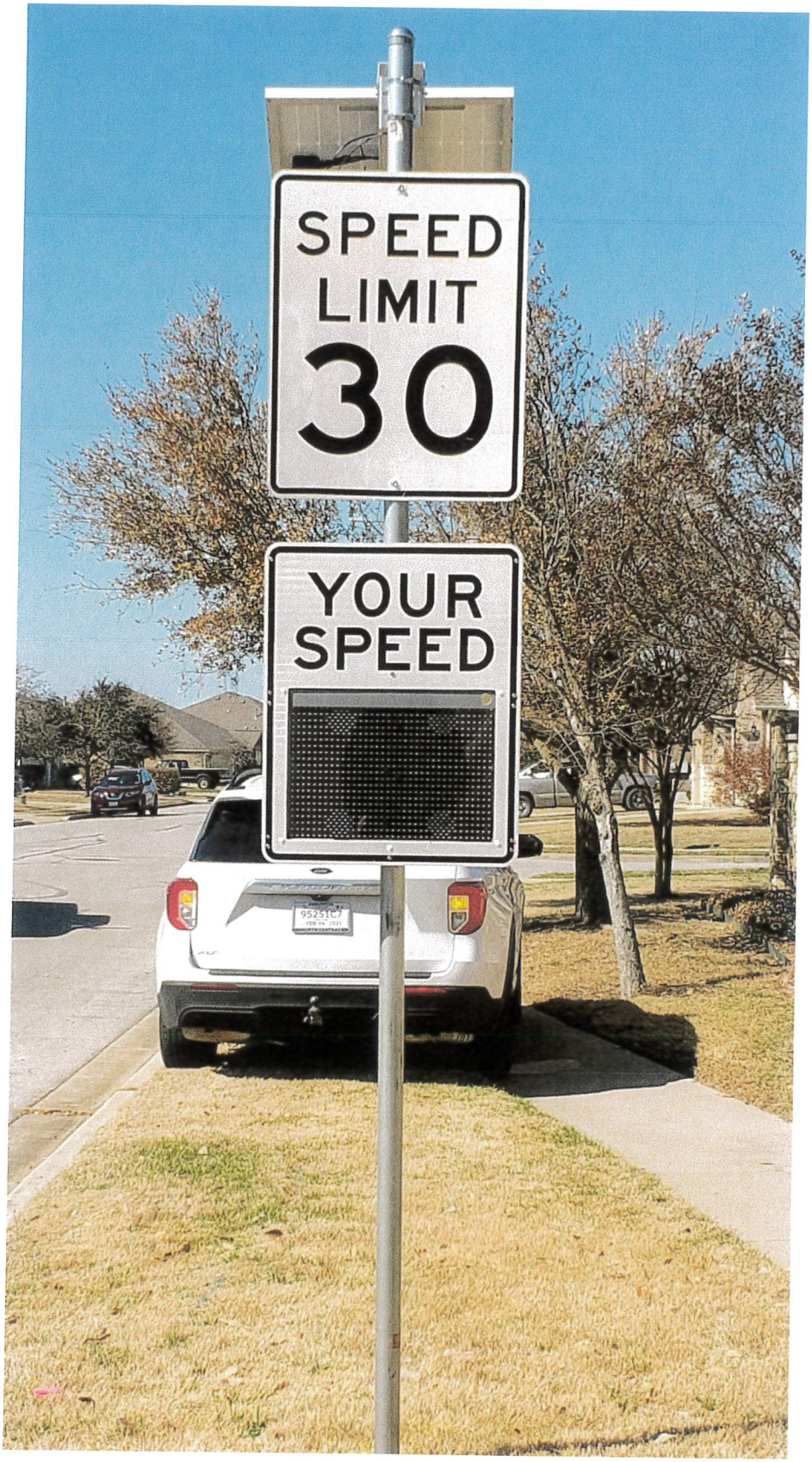
Dynamic radar speed signs shall be installed outside the horizontal clearzone of Parkside Parkway.

Due to the size, weight, and height requirements of the (Speed Sign), Xtreme Traffic Consultants, LLC uses the Tapco V-Loc breakaway pole system (see picture below). Each pole package Tapco part # 373-90004 includes 12 ft. round pole with 2-3/8" diameter with the Tapco breakaway V-Loc base Anchor. This pole system is TXDOT approved and conform to the Dec. 2017 TXDOT document from the *Compliant Work Zone Traffic Control Device List* referred to in Section J-2.b on page 38.

Xtreme Traffic Consultants, LLC sells the Tapco breakaway pole system (part# 373-90004) plus new pole installation, and Stalker dynamic radar speed sign for $1,500 per location.


DOMED CAP
• 109-00027
• Aluminum
BRACKETS
• 037-00005
• Set of two
2 3/8" ROUND POLE
• 13 gauge galvanized steel
V-LOC® BREAKAWAY
ANCHOR


Pole Cap
V-Loc® anchor
Z238 Brackets
2⅜" x 8'
Steel Pole


SPEED
LIMIT
30
YOUR
SPEED

Commissioners Court - Regular Session **28.**

Meeting Date: 11/02/2021

Participation in regional habitat conservation plan for a WCRBP project - SW Bypass Wolf Ranch Parkway to SH29

Submitted By: Josh Renner, Parks

Department: Parks

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on participation by Williamson County Road Bond Program under the County's habitat conservation plan (HCP) for the Southwest Bypass project Wolf Ranch Parkway to State Highway 29 connection, Georgetown, Williamson County, Texas.

Background

The Southwest Bypass is proposed between Wolf Ranch Parkway to State Highway (SH) 29 and is approximately 0.5 mile long, up to 600 feet wide, and covers approximately 34.3 acres (project area). The project area includes 1.9 acres of existing roadway (SH 29) within the northern project extent, with 0.4 acre of additional disturbance related to a raw water line installed along the western project area. The project area lies completely in Karst Zone 1 (areas known to contain endangered karst invertebrates) and may impact known inhabited features.

Staff recommends the following action: Authorize County Judge (or designee) to acknowledge/sign the Determination Letter to enroll the project under the Williamson County Regional Habitat Conservation Plan, and to execute, when presented, the Participation Agreement for this project, WCCF File #20211021 and to sign any related documents as may be required.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Determination Letter

Project Area Graphic

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	10/26/2021 12:43 PM
Form Started By: Josh Renner		Started On: 10/26/2021 11:44 AM
Final Approval Date: 10/26/2021		

WILLIAMSON COUNTY CONSERVATION FOUNDATION

Copy to Christen Eschberger at ceschberger@hntb.com and Pat Womack at pawomack@HNTB.com both of HNTB.

Board of Directors

Pct. 3 Commissioner
Valerie Covey,
Board President
Williamson County, TX

Pct. 2 Commissioner
Cynthia Long
Board Vice-president
Williamson County, TX

Brent A. Baker
Studio/16:19
Round Rock, TX

Paul Barron
Cedar Park, TX

Allen Bowersox
Georgetown, TX

Doug Fell
Hutto, TX

Lyle Grimes
Cedar Park, TX

Joshua D. Renner
Secretary
Environ. Program Manager

Williamson County Conservation Foundation
c/o Parks and Recreation
219 Perry Mayfield
Leander, TX 78641
512/943-1921

October 25, 2021

Williamson County Road Bond Program
c/o The Honorable Bill Gravell, County Judge
710 Main Street, Suite 101
Georgetown, TX 78626

Re: The Southwest Bypass (new location roadway) proposed to connect the existing Wolf Ranch Parkway to State Highway (SH) 29 and is approximately 0.5 mile long, up to 600 feet wide, and covers approximately 34.3 acres (project area).The project area occurs within the western portion of the Extraterritorial Jurisdiction of the City of Georgetown, Williamson County, Texas.

Dear Judge Gravell,

Thank you for your participation in the Williamson County Regional Habitat Conservation Plan (RHCP). The following determination of fees relates to the referenced project area as a condition of participation under the RHCP. A review of the application and supporting documents has been conducted in accordance with the RHCP. Accordingly, the Williamson County Conservation Foundation (WCCF) makes the following determination as to this application:

1. The fee for participation under the Williamson County Regional Habitat Conservation Plan for the referenced project will be $802,500.00 (Eight Hundred and Two Thousand Five Hundred and No Hundredths Dollars) representing the approximate 24.2± acres in the Edwards Limestone geological karst zone unassociated with Zone A & B of known inhabited karst features, as defined in the RHCP and being assessed at $100/acre rounded UP to the nearest acre and encroaching upon Zone B of two inhabited features assessed at $400,000/feature.

2. Please notify this office as soon as possible – by email to josh.renner@wilco.org or by return mail to the address shown to the left below – of agreement to these participation terms. A signed (in blue ink), scanned copy of this letter is sufficient for acknowledgement of these terms.

3. A Participation Agreement based on the terms outlined in this Letter and following the Williamson County Regional Habitat Conservation Plan will be delivered to you for execution upon receipt of the participation fee indicated in #1 above. Upon receipt of that document please have the appropriate individuals sign where indicated (and notarized where applicable). An accompanying cover memo will further explain the process.

4. A portion of the Participation Agreement ("Memorandum of Participation") is to be filed in the deed records of Williamson County. The signed copy of the Participation Agreement should be returned to us.

After WCCF receives the original recorded copy from the County Clerk, this office will 1) provide a copy for your file, and, upon request, 2) prepare and mail a participation certificate. The optional, upon request only, certificate is not an official document but if desired it may be posted at the project site as notification to interested parties of participation in the Williamson County RHCP.

Should you have any questions about this letter, or questions concerning participation under the Williamson County Regional Habitat Conservation Plan, please contact the WCCF.

Sincerely,

Joshua D. Renner
Environmental Program Manager
Williamson County Conservation Foundation

~~~~~~

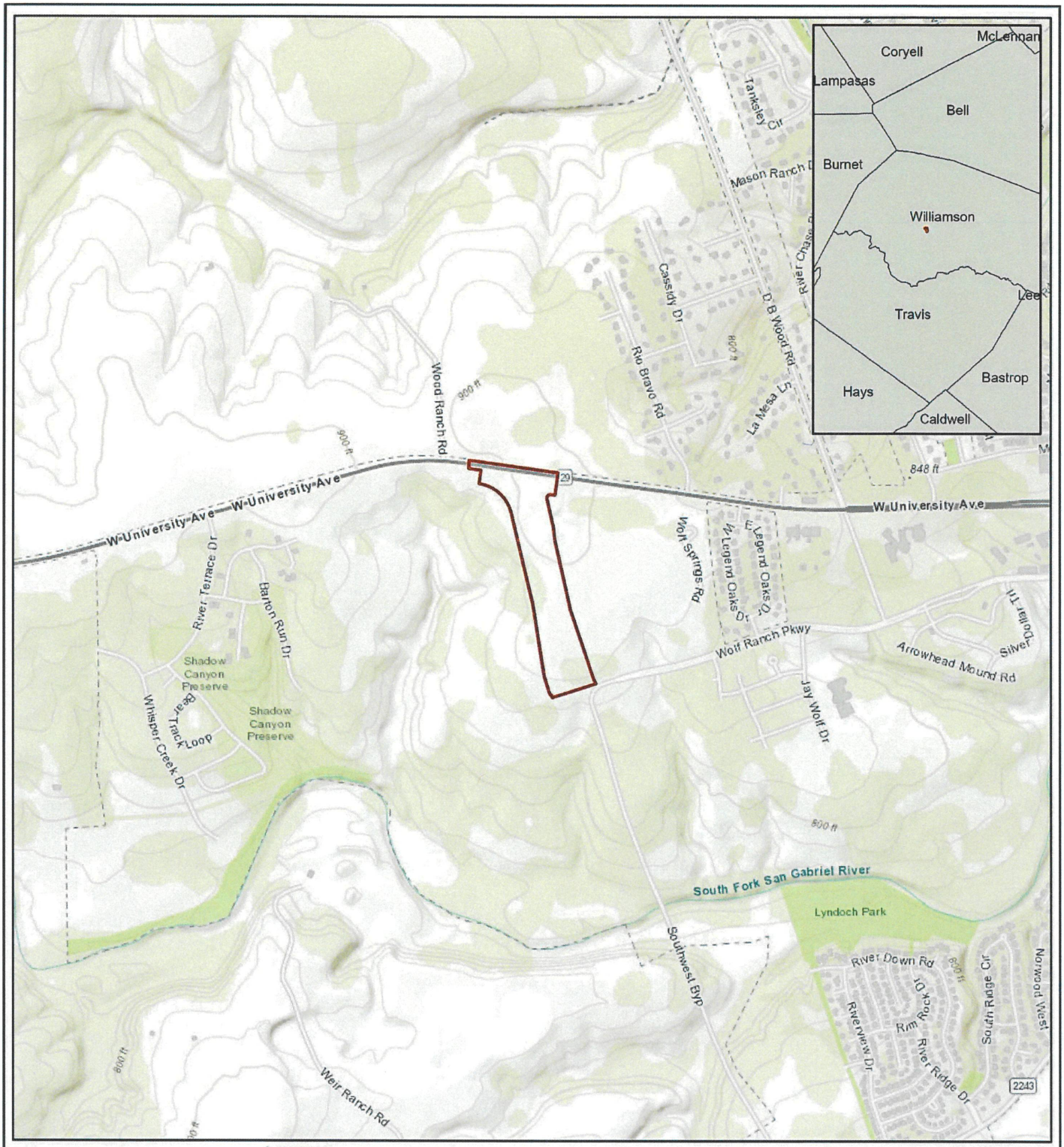
Agreed as to both form and substance:

By: _____

Title: _____

Date: _____

~~~~~~



SOUTHWEST BYPASS
WOLF RANCH PARKWAY TO SH 29

Project Location Map

Project Area

Williamson County, TX

NAD 1983 UTM Zone 14N
97°43'21"W 30°37'50"N

Base Map: ESRI ArcGIS Online, accessed June 2021

Updated: 6/17/2021
Project No. 61
File: 61892 TE Location Map

N

1:24,000

Texas

0 1,000 2,000 Feet

0 250 500 Meters

SWCA
ENVIRONMENTAL CONSULTANTS

Commissioners Court - Regular Session **29.**

Meeting Date: 11/02/2021

Cobb Fendley 1811-273 WA3 On Call Non Capital Improvement Projects

Submitted For: Robert Daigh **Submitted By:** Vicky Edwards, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Work Authorization No 3 in the amount of $20,000.00 to expire July 31, 2023 under Williamson County Contract for Engineering Services between Cobb Fendley & Associates, Inc. and Williamson County dated July 16, 2019 for On Call Utility Coordination and Relocation for All Williamson County Road and Bridge Non-Capital Improvement Projects. Funding source: 01.0200.0210.004100.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Cobb Fendley 1811-273 WA3 On Call Non Capital Improvement Projects

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	10/21/2021 02:55 PM
County Judge Exec Asst.	Becky Pruitt	10/21/2021 04:54 PM
Form Started By: Vicky Edwards		Started On: 10/21/2021 02:37 PM
Final Approval Date: 10/21/2021		

WORK AUTHORIZATION NO 3

PROJECT: On Call Utility Coordination and Relocation for All Williamson County Road and Bridge Non-Capital Improvement Projects

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated **July 16, 2019** and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Cobb Fendley & Associates, Inc.** (the "Engineer").

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

Part 2. The maximum amount payable for services under this Work Authorization without modification is **$20,000.00.**

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

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

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

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

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

EXECUTED this ____ day of _____, 2021.

ENGINEER:	COUNTY:
Cobb Fendley & Associates, Inc.	Williamson County, Texas
By: _____ Signature	By: _____ Signature
Sandra G. Khoury, P.E. Printed Name	Bill Gravell, Jr. Printed Name
Senior Vice President Title	County Judge Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

ATTACHMENT A

SERVICES TO BE PROVIDED BY COUNTY

Williamson County and/or its Designated Representative(s) will provide project direction, review and oversight of utility coordination and engineering services for all Road and Bridge Projects and will provide all project related design files, topographic survey and right-of-way data to assist with coordination efforts.

Williamson County and/or its Designated Representative(s) will negotiate and secure Interlocal Agreements (ILA), when applicable, and provide copies to Utility Coordinator upon execution.

ATTACHMENT B

SERVICES TO BE PROVIDED BY ENGINEER

Scope of Services provided by Cobb, Fendley & Associates, Inc. (the ***Utility Coordinator***), involves utility coordination and engineering services in Williamson County, Texas, (the County) for Williamson County Road and Bridge as described below:

This scope includes the following major tasks:

1. UTILITY PROGRAM MANAGEMENT
2. PROJECT MANAGEMENT AND COORDINATION
3. UTILITY ADJUSTMENT COORDINATION
4. UTILITY ENGINEERING
5. UTILITY DESIGN
6. UTILITY PLANNING & RESEARCH
7. FIELD SURVEYING
8. RIGHT-OF-WAY (ROW) COORDINATION

1. UTILITY PROGRAM MANAGEMENT.

1.1. The ***Utility Coordinator***, in association with the County and its Designated Representatives, will be responsible for the Utility Program Management for all assigned County Projects.

1.2. The ***Utility Coordinator*** will provide Utility Program Management services during any one, or combination, of the following phases of a project: Planning, Design, and/or Construction.

1.3. Annual Utility Meeting. The ***Utility Coordinator***, in association with the County and its Designated Representative, will conduct an annual Utility Meeting with all Utility Representatives within the County to outline the projects anticipated for design and/or construction during that Fiscal Year, upon request. The ***Utility Coordinator*** will send out a quarterly email update to all Utility Representatives that reflect any changes that have occurred in the project list since the Annual Utility Meeting.

1.4. Utility Agreements. The ***Utility Coordinator***, in association with the County and its Designated Representatives, will review and update all Utility Agreements of the County's Road and Bridge and associated attachments on an annual basis, or as needed.

2. PROJECT MANAGEMENT AND COORDINATION.

2.1. The ***Utility Coordinator***, in association with the County and its Designated Representatives, will be responsible for managing, directing, and/or coordinating all

activities associated with utility coordination for all assigned projects.

The ***Utility Coordinator**'s* Project Manager is:
Ms. Sandra G. Khoury, P.E.
Cobb, Fendley & Associates, Inc.
505 East Huntland Drive, Suite 100
Austin, Texas 78752
Telephone: 512-834-9798

The ***Utility Coordinator**'s* Deputy Project Manager is:
Ms. Amanda Begg, PMP
Cobb, Fendley & Associates, Inc.
505 East Huntland Drive, Suite 100
Austin, Texas 78752
Telephone: 512-834-9798

2.2. Project Quality Assurance / Quality Control (QA/QC). The ***Utility Coordinator*** will provide internal and comprehensive quality assurance/quality control reviews throughout the Project development to appraise design, technical and business performance and provide real-time direction and objective solutions. All reports, agreements, and supporting documents, ("utility coordination work products") submitted to the County shall undergo QC reviews prior to submittal. A project manager/engineer will perform the QA/QC function. All QA/QC support documents will be provided with each submittal and uploaded to design project folder in ProjectWise. A copy of the ***Utility Coordinator***'s QA/QC Manual will be provided to the County and its Designated Representative.

2.3. Utility Status Report. The ***Utility Coordinator*** will create and maintain a utility status report on all assigned projects and submit on a weekly basis. The status report will include, at a minimum:
- 2.3.1. Project with Limits
- 2.3.2. Roadway Design Engineer
- 2.3.3. Roadway Design Status
- 2.3.4. Roadway Construction Advertisement Date
- 2.3.5. Utility Owners within Project
- 2.3.6. Utility Design Status
- 2.3.7. Utility Agreement or Permit Status
- 2.3.8. Utility Relocation Status (color coded)
- 2.3.9 Parcel Status
- 2.3.10 Williamson County Utility Cost
- 2.3.11 Utility Billing Status

2.4. Weekly Project Status Meetings. The ***Utility Coordinator*** will participate in weekly project status meetings with the County and its Designated Representatives.

2.5. Project Documentation. The ***Utility Coordinator*** will document all attachments and files sent to utilities and will upload all project related documents including, but not limited to, utility as-builts, utility conflict tracker spreadsheets, utility conflict strip maps at design milestone (i.e., schematic, 30%, 60%, 90%, etc.), utility agreement packages, meeting minutes, phone call records, Utility Certifications, etc. in designated project folders in ProjectWise, or other approved County documentation system.

3. UTILITY ADJUSTMENT COORDINATION

Utility Adjustment Coordination activities include, but are not limited to, meeting and contact with utilities on the project, initial project notifications, providing progress reports, preparation of contact lists, preparation of master utility agreements, assistance with permits, reviewing conflicts between the utilities and the Project, resolutions of utility conflicts, creating a utility tracking report, review of the proposed utility adjustments, and recommending the proposed locations of the utility adjustments. The above list of services is general in nature and should not be considered inclusive to the ***Utility Coordinator****'s* responsibilities, as listed in the following scope.

3.1. ***Utility Coordinator*** shall perform utility coordination and liaison activities with involved utility owners, their consultants, Designated Representative, and the County to achieve timely project notifications, formal coordination meetings, conflict analysis and resolution.

3.2. ***Utility Coordinator*** shall coordinate all activities with the County and/or Designated Representative to facilitate the orderly progress and timely completion of the utility coordination phase. The ***Utility Coordinator*** will be responsible for the following:

3.2.1. Initial Project Meeting Attend an initial meeting with county or designated representative, after on-site inspection (when appropriate), to ensure familiarity with existing conditions, governing utility criteria for the project, project requirements or concerns and/or critical deadlines. The ***Utility Coordinator*** will prepare a written report of the meeting.

3.2.2 Project Notifications: Prepare written notification letters at each design milestone, (i.e., schematic, 30%, 60%, 90%, etc.) with associated project information and files, and send to Utility Representatives.

3.2.3. Group & Individual Meetings with Utility Companies, as required, to facilitate utility conflict identification and resolution.

3.2.3.1. Establish contact with existing Utility Companies within and adjacent to the Project and set up utility coordination meetings to discuss concepts and options for conflict mitigation or relocation construction.

3.2.3.2. Schedule and conduct design milestone utility meetings and include the roadway designer (Kick-Off and 60% Design Milestone group meetings, at a minimum).

3.2.4. External Communications: The ***Utility Coordinator*** will coordinate all activities with the County, Designated Representative, County contracted design firms, County utility providers, or other contractors or representatives, as authorized by the County or Designated Representative. The ***Utility Coordinator*** will also provide copies of reports, correspondence and other documentation of work-related

communications between the ***Utility Coordinator***, utility owners and other outside entities when requested by the County.

3.3. The ***Utility Coordinator*** shall determine which utilities will conflict with proposed construction and make the utility company aware of these conflicts based on governing utility criteria established in Initial Project Meeting. The ***Utility Coordinator*** shall assist the utility companies in the preparation of required agreements associated with the funding of adjustments and the occupation of public right of way.

3.4. Utility Agreement Assemblies: A packaged agreement consisting of (if Applicable) a Standard Utility Adjustment Agreement along with the following attachments, Attachment "A" Plans, Specifications, and Estimated Cost, Attachment "B" Utility's Schedule of Work and Estimated Date of Completion, Attachment "C" Eligibility Ratio, Attachment "D" Betterment Calculation and Estimates, Attachment "E" Proof of Property Interest, Quitclaim, Joint-Use Agreement and/or Permit, and Field Notes for quitclaim portion of easement.

3.4.1. The ***Utility Coordinator,*** in coordination with the County and its Designated Representative, shall determine the appropriate forms to be used on each assigned project and which utilities will be installed by "Agreement", by "Permit", or by "ILA". The ***Utility Coordinator*** shall review and process all agreement and permit requests and forward to the County or its Designated Representative or TxDOT if the project is on-system project for final approval.

3.4.2. Utility Agreements: If a utility is located within an easement, the ***Utility Coordinator*** shall determine whether a compensable interest exists and the owner's degree of eligibility. The ***Utility Coordinator*** shall assist the utility company with adjustment plans and cost estimate for these adjustments. The ***Utility Coordinator*** shall review plans to ensure compliance with the County Utility Design Criteria Guidelines or governing agency utility criteria, if applicable, and to ensure that the proposed adjustments will not conflict with roadway construction. The ***Utility Coordinator*** will submit 4 original Standard Utility Agreement packages along with attachments to the County or its Designated Representative by letter recommending approval.

3.4.3. Non-Reimbursable Utility Adjustments. The ***Utility Coordinator*** will furnish the appropriate Utility Installation Permit form to the utility company and assist them with adjustment plan preparation. The ***Utility Coordinator*** shall review plans to ensure compliance with the County Utility Design Criteria Guidelines or the governing agency utility criteria, if applicable, and to ensure that the proposal will not conflict with roadway construction. The ***Utility Coordinator*** will submit the permit to the County or its Designated Representative by letter recommending approval.

3.4.4. Interlocal Agreements (ILA): If it is determined that the utility will be adjusted as part of the roadway contract, the County or its Designated Representative shall be notified immediately. The ***Utility Coordinator*** shall determine what funding amount is required based upon the applicable betterment or eligibility ratio and

provide that information to the County and its Designated Representative. The County or its designated representative will negotiate and secure the ILA with each respective Utility Owner. A copy of the final ILA will be provided to the ***Utility Coordinator*** upon execution.

3.5. Utility Tracking Reports. The ***Utility Coordinator*** will prepare and maintain a utility tracking report for each assigned project. The tracking report must be in an Excel spreadsheet format and will be updated monthly. The utility tracking report will include the following:

3.5.1. Utility Owner and Contact Information
3.5.2. Meetings and Written Notifications
3.5.3. Agreement Information
3.5.4. Utility Billings

3.6. Utility Billings. The ***Utility Coordinator*** will receive and review all invoices sent by reimbursable utilities for accuracy and compliance with the executed utility agreements and as per Williamson County Vendor Policy. If needed, the ***Utility Coordinator*** will request any missing documentation required to support the invoice from the Utility Owner. After five (5) business days, the ***Utility Coordinator*** will process the invoice with the documentation provided, even as a short pay, until all support documentation is secured. The invoice submittal will include all supporting documentation received to date, recommendation for payment, partial payment form and a payment summary and will be forwarded to the County or its Designated Representative for approval and payment.

3.7. Utility Certification/Special Provisions: The ***Utility Coordinator's*** Project Manager or P.E. shall submit upon request from the County, a Utility Clearance Certification. Utility Clearance Certification will certify that utilities are clear for roadway construction. However, if the utility adjustments are not complete prior to roadway project letting, a letter will be required outlining all outstanding utility conflicts and their effects on roadway construction.

4. UTILITY ENGINEERING.

Utility Engineering includes the identification of utility conflicts, coordination and resolution of utility conflicts, preparation of utility layouts and exhibits, review of utility relocation plans and estimates, and assisting in the utility adjustment coordination effort. The ***Utility Coordinator*** shall coordinate all activities with the County and/or Designated Representative to facilitate the orderly progress and timely completion of the utility coordination phase. Coordination of utility engineering activities includes:

4.1. Utility Layout: The ***Utility Coordinator*** shall maintain a utility layout in the latest version of Microstation V8 or AutoCAD. This layout shall include all existing utilities which are to remain in place, be relocated, or be abandoned. This layout will be utilized to confirm and evaluate alternatives. The ***Utility Coordinator's*** Project Manager or registered

Professional Engineer (P.E.) will utilize the layout of existing utilities and determine the following:

4.1.1. Facilities in conflict with the proposed project that are to be relocated.
4.1.2. Facilities to be abandoned in place.
4.1.3. Facilities to remain in service and in place.
4.1.4. As part of the QA/QC process, the ***Utility Coordinator's*** Project Manager or P.E. shall make reasonable effort, per industry standards, for identifying all utilities and conflicts within the project corridor. In the event there are any unidentified utilities discovered during the project which will require relocation, the ***Utility Coordinator*** shall notify the County and/or its Designated Representative immediately upon discovery.

4.2. Conflict Assessment. The ***Utility Coordinator*** will utilize the Utility Layout and prepare a Utility Conflict Matrix that summarizes the list of utility conflicts by owner, conflict type and station limits. This conflict assessment will be forwarded to the utility owners within the project limits, along with the Utility Layout, within a two (2) week turnaround from received design milestone submittal. The utility layout and conflict matrix will be sent with written notification to all utility owners and uploaded to ProjectWise.
4.2.1. The ***Utility Coordinator*** will secure the latest version of the Road and Bridge's electronic file release waiver from each utility requesting electronic design files. Upon approval of release form by the County or its Designated Representative, the ***Utility Coordinator*** will provide the requested files to the utility and upload a *.zip file of the submittal to ProjectWise.

4.3. Group & Individual Meetings with Utility Companies, as required, to facilitate utility conflict identification and resolution.
4.3.1. Establish contact with existing Utility Companies within and adjacent to the Project and set up utility coordination meetings to discuss concepts and options for construction.
4.3.2. Set agenda and sign-in sheet for all coordination meetings.
4.3.3. Evaluate alternatives in the adjustment of utilities balancing the needs of both the County and the Utility.
4.3.4. Establish and promote the desired agenda and methodologies for utility construction within the project.
5.3.3 Provide meeting minutes within five (5) business days to all attendees.

4.4. Proposed Utility Corridor Typical Section. The ***Utility Coordinator*** will prepare a Proposed Utility Corridor Typical Section in the latest version of Microstation or AutoCAD, as needed, when cross sections are made available by the design engineer. The Proposed Utility Corridor Typical Section will be presented at the 60% Design Milestone Meeting for review and concurrence by utility owners. The section will help identify and establish sequence of construction for all utility relocation work, whether it is included as a part of the Project construction or not. The section will incorporate the following information:
4.4.1. Existing and proposed utility alignments in cross-sectional view
4.4.2. Existing and proposed roadway features in cross-sectional view
4.4.3. Identify which utilities will be built as part of the contract
4.4.4. Identify which facilities will be relocated prior to construction

4.5. Review of Utility's Proposed Adjustments

4.5.1. Evaluate Alternatives: The ***Utility Coordinator*** will evaluate relocation plans and consider alternatives in the adjustment of utilities that balances the needs of both the County and the Utility.

4.5.2. Review Estimates and Schedules: The ***Utility Coordinator*** will review the utility adjustment estimates for reasonableness of cost and the timely scheduling of the adjustment.

4.5.3. Review Plans to confirm all conflict locations have been addressed and relocations comply with County Utility Design Criteria Guidelines or governing agency utility criteria, if applicable. The responsibility for quality and accuracy of Utility adjustment plans will remain with the Utility Company.

4.5.4. Review Traffic Control Plans. The ***Utility Coordinator*** shall ensure traffic control plans meet with the regulations of the most recent edition of the "Texas Manual on Uniform Traffic Control Devices". The ***Utility Coordinator*** must coordinate approval from the County or its Designated Representative concerning the proposed method of handling traffic prior to allowing commencement of work.

5. UTILITY DESIGN.

The ***Engineer*** will coordinate and develop PS&E for utilities to be included in the construction contract for the County upon written request by the Utility Owner and/or the County. All joint bid utility plan requests are to be approved by the County or Designated Representative prior to commencing work.

5.1. The ***Engineer*** shall develop PS&E and special details to accommodate or adjust utilities, including but not limited to fiber optic, communications, gas, water or wastewater. Prior to developing any special utility detail or PS&E set, the ***Engineer*** shall notify the County and its Designated Representative in writing regarding each utility conflict that may require an accommodation. As directed by the County or its Designated Representative, the ***Engineer*** shall coordinate with each utility to develop each PS&E package and special details. The ***Engineer*** shall develop each utility detail or PS&E package in compliance with the County or governing agency guidelines.

5.2. The ***Engineer*** shall prepare General Notes and shall provide a list of governing specifications and special provisions. The ***Engineer*** shall prepare each plan sheet, detail sheet, special specification, special provision, and special note required to incorporate the utility designs into the County's plans. If necessary, the ***Engineer*** shall provide any required Utility Certifications. The ***Engineer*** shall prepare a Construction Time Determination schedule for each utility relocation design required to incorporate into the County's construction schedule.

5.3. The ***Engineer*** shall provide quantities for construction bid items, as well as estimate of probable costs, starting at the 60% design submittal.

5.4. The *Engineer* should submit plans at each respective design milestone to the Utility Owner, the ***Utility Coordinator*** and the County or Designated Representative for review. The ***Utility Coordinator*** and the County or Designated Representative shall provide written

comments on the plan submittal within five (5) business days from receipt.

5.5. The ***Engineer*** cannot perform utility design if that individual had a role in utility coordination on the project.

6. UTILITY PLANNING AND RESEARCH.

Planning services consist of performing research, identifying potential conflicts and preparing estimates of the costs of utility avoidance, protection, and/or relocation to assist with the development of the County's Road and Bridge. Utility data collection will be based on information provided on proposed projects, from schematic or conceptual-level design drawings to project location with scope of proposed improvements. Research — Utility Data Collection (Planning) services include:

6.1. Initial Project Meeting. The ***Utility Coordinator*** will meet with the County or its Designated Representative to obtain project information and establish communication and documentation requirements.

6.2. Utility Data Collection. The ***Utility Coordinator*** will research records of properties and utilities within the estimated limits of the project area and:
- 6.2.1. Identify all utility service providers within the project area
- 6.2.2. Determine the existence and approximate location of utilities and easement.
- 6.2.3. Perform a visual inspection of the project area on-site and/or using available GIS map, aerial photography, and utility records to identify conflicts.

6.3. Evaluation of Utility Data. The ***Utility Coordinator*** will summarize utility conflicts and relocation responsibilities, cost estimates, and alternatives for the proposed project
- 6.3.1. Utilities within easement (compensable interest):
  - 6.3.1.1. Present and discuss alternatives with the County and its Designated Representative for redesign options to avoid utility relocations or to minimize utility relocation costs.
  - 6.3.1.2. Provide utility relocation cost estimates for those utilities that will have to be relocated or require additional protection measures to remain in place.
- 6.3.2. Utilities within existing right-of-way:
  - 6.3.2.1. Present and discuss alternatives with the County and its Designated Representative for utility relocation options, including redesign.
  - 6.3.2.2. Obtain utility service providers' relocation policies and procedures and estimated duration for completing relocation design and construction.

6.4. Summary Report. The ***Utility Coordinator*** will prepare a summary report of all utility documentation and findings obtained and developed and provide copies to the County and its Designated Representative upon completion of the research.

7. FIELD SURVEYING.

The ***Utility Coordinator*** will provide field surveying, at the request of the County or its

Designated Representative, to assist in utility coordination during any phase of a County Project —planning, design, and/or construction. The ***Utility Coordinator*** will only provide such services to the County when requested and authorized in writing. Field surveying services include, but are not limited to:

7.1. Metes and Bounds Descriptions. The ***Surveyor*** will prepare metes and bounds descriptions and exhibits for utility easements, as requested and authorized by the County and/or its Designated Representatives.

7.2. Right-of-Way (ROW) Staking. The ***Surveyor*** will provide ROW staking services for Utility Relocations, as requested and authorized by the County and/or its Designated Representatives.

7.3. Utility Relocation Verification. The ***Surveyor*** can provide survey of utility relocations at critical locations, as requested and authorized by the County and/or its Designated Representatives.

8. RIGHT-OF-WAY (ROW) COORDINATION.

The ***Utility Coordinator*** will coordinate with the County or its Designated Representative regarding right-of-way and easement acquisitions for each project assigned. This coordination will include, but is not limited to:

8.1. Status of utility easement acquisitions

8.2. Clearance of structures for utility relocations as a part of ROW acquisition

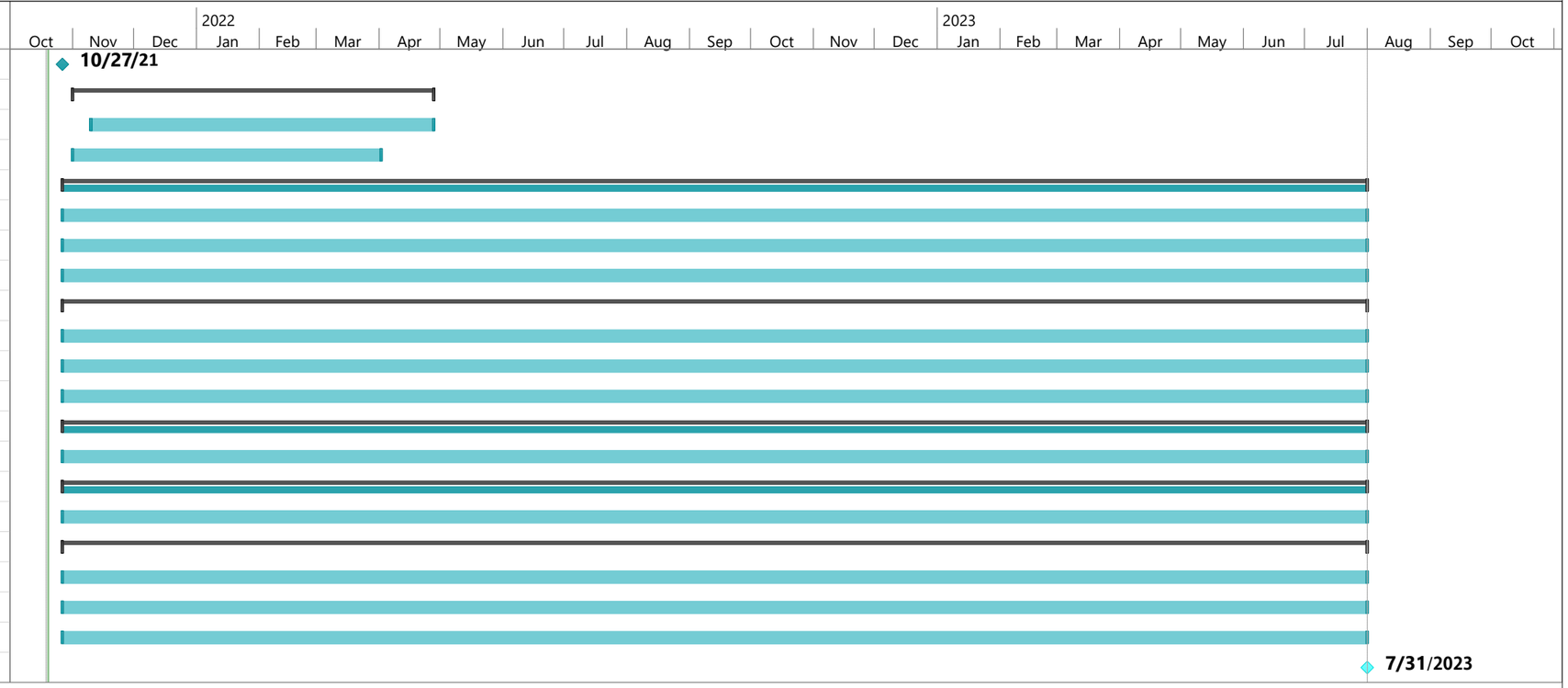
8.3. ROW acquisition schedule and priorities for utility relocations

8.4. Preparation of exhibits to assist in ROW or easement acquisition process

8.5. Meetings with the County of its Designated Representative, as needed, to review ROW Acquisition and utility status

8.6. Right-of-way or easement acquisition services, as needed

ID	Task Name
1	Notice to Proceed
2	**UTILITY PROGRAM MANAGEMENT**
3	ANNUAL UTILITY MEETING
4	UTILITY AGREEMENT FORMS
5	**PROGRAM MANAGEMENT AND COORDINATION**
6	PROJECT QA/QC
7	WEEKLY PROJECT STATUS MEETINGS & REPORTS
8	PROJECT DOCUMENTATION
9	**UTILITY ADJUST COORDINATION**
10	UTILITY COORDINATION ACTIVITIES & MEETINGS
11	UTILITY AGREEMENT ASSEMBLIES
12	UTILITY TRACKING
13	**UTILITY ENGINEERING**
14	UTILITY LAYOUT
15	**CONFLICT ASSESSMENT**
16	INDIVIDUAL UTILITY MEETINGS
17	**UTILITY PLANNING AND RESEARCH**
18	UTILITY DATA COLLECTIONS
19	EVALUATION OF UTILITY DATA
20	**RIGHT-OF-WAY COORDINATION**
21	Work Authorization Termination



Williamson County
Road & Bridge
Utility Coordination & Engineer

Task	Project Summary	Manual Task	Start-only	Deadline
Split	Inactive Task	Duration-only	Finish-only	Progress
Milestone	Inactive Milestone	Manual Summary Rollup	External Tasks	Manual Progress
Summary	Inactive Summary	Manual Summary	External Milestone

Cobb, Fendley & Associates, Inc.
Utility Coordination & Engineering

ATTACHMENT D
FEE SCHEDULE

Work Authorization No. 3
Williamson County Road and Bridge

Utility Coordination & Engineering Services

Description of Work Task	Senior Project Manager	Senior Engineer	Project Engineer III	Project Engineer II	Project Engineer I	Senior Utility Specialist	Utility Specialist	Senior Technician	Technician III	Technician II	Technician I	Right-of-Way Project Manager	Right-of-Way Agent	Registered Professional Land Surveyor	2-Person Field Services Crew	1-Person Field Services Crew	Two-Man Designating Crew (4 hr min)	One-Man Designating Crew (4 hr min)	Vacuum Ex Truck w/ 2 Techs (Vac 3000 & 4000) (4 hr min)	Vacuum Ex Truck w/ 2 Techs (Vac 6000) (4 hr min)	Ground Penetrating Radar w/ 1 Tech (4 hr min)	Administrative	Clerical	Total Hours	Total Cost
	$235.00	$195.00	$170.00	$150.00	$125.00	$155.00	$125.00	$145.00	$125.00	$115.00	$95.00	$235.00	$140.00	$170.00	$145.00	$120.00	$170.00	$110.00	$295.00	$315.00	$260.00	$105.00	$80.00		
UTILITY PROGRAM MANAGEMENT	2	2	0	0	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	**13**	$ 1,940.00
PROJECT MANAGEMENT AND COORDINATION	2	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	**6**	$ 1,160.00
UTILITY ADJUSTMENT COORDINATION	0	2	0	0	10	3	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	**16**	$ 2,230.00
UTILITY ENGINEERING	2	2	2	5	8	1	0	2	5	5	4	0	0	0	0	0	0	0	0	0	0	0	0	**36**	$ 4,975.00
RESEARCH - UTILITY DATA COLLECTION (PLANNING)	2	0	0	5	8	4	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	**22**	$ 3,215.00
RIGHT-OF-WAY (ROW) COORDINATION	0	1	0	0	0	1	1	0	0	0	0	1	2	0	0	0	0	0	0	0	0	0	0	**6**	$ 990.00
FIELD SURVEYING	1	2	0	0	0	0	0	1	0	0	3	0	0	2	3	2	0	0	0	0	0	0	0	**14**	$ 2,070.00
Total Hours	**9**	**12**	**2**	**10**	**34**	**9**	**5**	**3**	**5**	**5**	**7**	**1**	**2**	**2**	**3**	**2**	**0**	**0**	**0**	**0**	**0**	**1**	**1**	**113**	
Cost	$2,115	$2,340	$340	$1,500	$4,250	$1,395	$625	$435	$625	$575	$665	$235	$280	$340	$435	$240	$0	$0	$0	$0	$0	$105	$80		**$ 16,580.00**

Other Direct Expenses

			CobbFendley	
Description	**Unit Cost**	**Units**	**Quantity**	**Total**
In-House Reproduction:				
Copies (up to 11"x17")	$ 0.15	each	48	$7.20
Color Prints (up to 11"x17")	$ 1.50	each	15	$22.50
Color Prints (Larger than 11"x17")	$ 3.00	sq. ft.	15	$45.00
Standard Postage	$ 0.50	each	21	$10.50
Express Mail (billed at cost - estimated cost shown)	$ 25.50	each	2	$51.00
Local Deliveries (billed at cost - estimated cost shown)	$ 25.00	each	2	$50.00
Mileage (billed at IRS approved rate - estimated cost shown)	$ 0.585	mile	58	$33.93
Designation & Traffic Control Vehicle	$ 3.50	mile	100	$350.00
Location Vehicle (Vac Truck)	$ 6.50	mile	100	$650.00
Traffic Control (Lane Closures, etc.) (billed at cost - estimated cost shown)	$ 1,500.00	each	1	$1,500.00
Permits (Local, State, etc.) (billed at cost - estimated cost shown)	$ 350.00	each	2	$700.00
				$3,420.13

Work Authorization Total **$ 20,000.13**

Commissioners Court - Regular Session **30.**

Meeting Date: 11/02/2021

Cobb Fendley 1811-273 WA4 On Call Utility Capital Improvement Projects

Submitted For: Robert Daigh **Submitted By:** Vicky Edwards, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Work Authorization No 4 in the amount of $50,000.00 to expire on July 31, 2023 under Williamson County Contract for Engineering Services between Cobb Fendley & Associates, Inc. and Williamson County dated July 16, 2019 for On Call Utility Coordination and Relocation for All Williamson County Road and Bridge Capital Improvement Projects. Funding source: 01.0777.0200.009007

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Cobb Fendley 1811-273 WA4 On Call Utility Capital Improvement Projects

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	10/25/2021 01:25 PM
County Judge Exec Asst.	Becky Pruitt	10/25/2021 02:19 PM
Form Started By: Vicky Edwards		Started On: 10/21/2021 04:08 PM
Final Approval Date: 10/25/2021		

WORK AUTHORIZATION NO 4

PROJECT: On Call Utility Coordination and Relocation for All Williamson County Road and Bridge Capital Improvement Projects

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated **July 16, 2019** and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Cobb Fendley & Associates, Inc.** (the "Engineer").

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

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

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

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

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

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

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

EXECUTED this ____ day of _____, 2021.

ENGINEER:	COUNTY:
Cobb Fendley & Associates, Inc.	Williamson County, Texas
By: _____ Signature	By: _____ Signature
Sandra G. Khoury, P.E. Printed Name	Bill Gravell, Jr. Printed Name
Senior Vice President Title	County Judge Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

ATTACHMENT A

SERVICES TO BE PROVIDED BY COUNTY

Williamson County and/or its Designated Representative(s) will provide project direction, review and oversight of utility coordination and engineering services for all Road and Bridge Projects and will provide all project related design files, topographic survey and right-of-way data to assist with coordination efforts.

Williamson County and/or its Designated Representative(s) will negotiate and secure Interlocal Agreements (ILA), when applicable, and provide copies to Utility Coordinator upon execution.

ATTACHMENT B

SERVICES TO BE PROVIDED BY ENGINEER

Scope of Services provided by Cobb, Fendley & Associates, Inc. (the ***Utility Coordinator),*** involves utility coordination and engineering services in Williamson County, Texas, (the County) for Williamson County Road and Bridge as described below:

This scope includes the following major tasks:

1. UTILITY PROGRAM MANAGEMENT
2. PROJECT MANAGEMENT AND COORDINATION
3. UTILITY ADJUSTMENT COORDINATION
4. SUBSURFACE UTILITY ENGINEERING (SUE)
5. UTILITY ENGINEERING
6. UTILITY DESIGN
7. UTILITY PLANNING & RESEARCH
8. FIELD SURVEYING
9. RIGHT-OF-WAY (ROW) COORDINATION

1. UTILITY PROGRAM MANAGEMENT.

1.1. The ***Utility Coordinator,*** in association with the County and its Designated Representatives, will be responsible for the Utility Program Management for all assigned County Projects.

1.2. The ***Utility Coordinator*** will provide Utility Program Management services during any one, or combination, of the following phases of a project: Planning, Design, and/or Construction.

1.3. Annual Utility Meeting. The ***Utility Coordinator,*** in association with the County and its Designated Representative, will conduct an annual Utility Meeting with all Utility Representatives within the County to outline the projects anticipated for design and/or construction during that Fiscal Year, upon request. The ***Utility Coordinator*** will send out a quarterly email update to all Utility Representatives that reflect any changes that have occurred in the project list since the Annual Utility Meeting.

1.4. Utility Agreements. The ***Utility Coordinator,*** in association with the County and its Designated Representatives, will review and update all Utility Agreements of the County's Road and Bridge and associated attachments on an annual basis, or as needed.

2. PROJECT MANAGEMENT AND COORDINATION.

2.1. The ***Utility Coordinator,*** in association with the County and its Designated

Representatives, will be responsible for managing, directing, and/or coordinating all activities associated with utility coordination for all assigned projects.

The ***Utility Coordinator**'s* Project Manager is:
Ms. Sandra G. Khoury, P.E.
Cobb, Fendley & Associates, Inc.
505 East Huntland Drive, Suite 100
Austin, Texas 78752
Telephone: 512-834-9798

The ***Utility Coordinator**'s* Deputy Project Manager is:
Ms. Amanda Begg, PMP
Cobb, Fendley & Associates, Inc.
505 East Huntland Drive, Suite 100
Austin, Texas 78752
Telephone: 512-834-9798

2.2. Project Quality Assurance / Quality Control (QA/QC). The ***Utility Coordinator*** will provide internal and comprehensive quality assurance/quality control reviews throughout the Project development to appraise design, technical and business performance and provide real-time direction and objective solutions. All reports, agreements, and supporting documents, ("utility coordination work products") submitted to the County shall undergo QC reviews prior to submittal. A project manager/engineer will perform the QA/QC function. All QA/QC support documents will be provided with each submittal and uploaded to design project folder in ProjectWise. A copy of the ***Utility Coordinator***'s QA/QC Manual will be provided to the County and its Designated Representative.

2.3. Utility Status Report. The ***Utility Coordinator*** will create and maintain a utility status report on all assigned projects and submit on a weekly basis. The status report will include, at a minimum:
2.3.1. Project with Limits
2.3.2. Roadway Design Engineer
2.3.3. Roadway Design Status
2.3.4. Roadway Construction Advertisement Date
2.3.5. Utility Owners within Project
2.3.6. Utility Design Status
2.3.7. Utility Agreement or Permit Status
2.3.8. Utility Relocation Status (color coded)
2.3.9 Parcel Status
2.3.10 Williamson County Utility Cost
2.3.11 Utility Billing Status

2.4. Weekly Project Status Meetings. The ***Utility Coordinator*** will participate in weekly project status meetings with the County and its Designated Representatives.

2.5. Project Documentation. The ***Utility Coordinator*** will document all attachments and files sent to utilities and will upload all project related documents including, but not limited to, utility as-builts, utility conflict tracker spreadsheets, utility conflict strip maps at design milestone (i.e., schematic, 30%, 60%, 90%, etc.), utility agreement packages, meeting minutes, phone call records, Utility Certifications, etc. in designated project folders in ProjectWise, or other approved County documentation system.

3. UTILITY ADJUSTMENT COORDINATION

Utility Adjustment Coordination activities include, but are not limited to, meeting and contact with utilities on the project, initial project notifications, providing progress reports, preparation of contact lists, preparation of master utility agreements, assistance with permits, reviewing conflicts between the utilities and the Project, resolutions of utility conflicts, creating a utility tracking report, review of the proposed utility adjustments, and recommending the proposed locations of the utility adjustments. The above list of services is general in nature and should not be considered inclusive to the ***Utility Coordinator****'s* responsibilities, as listed in the following scope.

3.1. ***Utility Coordinator*** shall perform utility coordination and liaison activities with involved utility owners, their consultants, Designated Representative, and the County to achieve timely project notifications, formal coordination meetings, conflict analysis and resolution.

3.2. ***Utility Coordinator*** shall coordinate all activities with the County and/or Designated Representative to facilitate the orderly progress and timely completion of the utility coordination phase. The ***Utility Coordinator*** will be responsible for the following:

3.2.1. Initial Project Meeting Attend an initial meeting with county or designated representative, after on-site inspection (when appropriate), to ensure familiarity with existing conditions, governing utility criteria for the project, project requirements or concerns and/or critical deadlines. The ***Utility Coordinator*** will prepare a written report of the meeting.

3.2.2 Project Notifications: Prepare written notification letters at each design milestone, (i.e., schematic, 30%, 60%, 90%, etc.) with associated project information and files, and send to Utility Representatives.

3.2.3. Group & Individual Meetings with Utility Companies, as required, to facilitate utility conflict identification and resolution.

3.2.3.1. Establish contact with existing Utility Companies within and adjacent to the Project and set up utility coordination meetings to discuss concepts and options for conflict mitigation or relocation construction.

3.2.3.2. Schedule and conduct design milestone utility meetings and include the roadway designer (Kick-Off and 60% Design Milestone group meetings, at a minimum).

3.2.4. External Communications: The ***Utility Coordinator*** will coordinate all activities with the County, Designated Representative, County contracted design firms, County utility providers, or other contractors or representatives, as authorized by the County or Designated Representative. The ***Utility Coordinator*** will also provide

copies of reports, correspondence and other documentation of work-related communications between the ***Utility Coordinator***, utility owners and other outside entities when requested by the County.

3.3. The ***Utility Coordinator*** shall determine which utilities will conflict with proposed construction and make the utility company aware of these conflicts based on governing utility criteria established in Initial Project Meeting. The ***Utility Coordinator*** shall assist the utility companies in the preparation of required agreements associated with the funding of adjustments and the occupation of public right of way.

3.4. Utility Agreement Assemblies: A packaged agreement consisting of (if Applicable) a Standard Utility Adjustment Agreement along with the following attachments, Attachment "A" Plans, Specifications, and Estimated Cost, Attachment "B" Utility's Schedule of Work and Estimated Date of Completion, Attachment "C" Eligibility Ratio, Attachment "D" Betterment Calculation and Estimates, Attachment "E" Proof of Property Interest, Quitclaim, Joint-Use Agreement and/or Permit, and Field Notes for quitclaim portion of easement.

3.4.1. The ***Utility Coordinator,*** in coordination with the County and its Designated Representative, shall determine the appropriate forms to be used on each assigned project and which utilities will be installed by "Agreement", by "Permit", or by "ILA". The ***Utility Coordinator*** shall review and process all agreement and permit requests and forward to the County or its Designated Representative or TxDOT if the project is on-system project for final approval.

3.4.2. Utility Agreements: If a utility is located within an easement, the ***Utility Coordinator*** shall determine whether a compensable interest exists and the owner's degree of eligibility. The ***Utility Coordinator*** shall assist the utility company with adjustment plans and cost estimate for these adjustments. The ***Utility Coordinator*** shall review plans to ensure compliance with the County Utility Design Criteria Guidelines or governing agency utility criteria, if applicable, and to ensure that the proposed adjustments will not conflict with roadway construction. The ***Utility Coordinator*** will submit 4 original Standard Utility Agreement packages along with attachments to the County or its Designated Representative by letter recommending approval.

3.4.3. Non-Reimbursable Utility Adjustments. The ***Utility Coordinator*** will furnish the appropriate Utility Installation Permit form to the utility company and assist them with adjustment plan preparation. The ***Utility Coordinator*** shall review plans to ensure compliance with the County Utility Design Criteria Guidelines or the governing agency utility criteria, if applicable, and to ensure that the proposal will not conflict with roadway construction. The ***Utility Coordinator*** will submit the permit to the County or its Designated Representative by letter recommending approval.

3.4.4. Interlocal Agreements (ILA): If it is determined that the utility will be adjusted as part of the roadway contract, the County or its Designated Representative shall be notified immediately. The ***Utility Coordinator*** shall determine what funding amount is required based upon the applicable betterment or eligibility ratio and

provide that information to the County and its Designated Representative. The County or its designated representative will negotiate and secure the ILA with each respective Utility Owner. A copy of the final ILA will be provided to the ***Utility Coordinator*** upon execution.

3.5. Utility Tracking Reports. The ***Utility Coordinator*** will prepare and maintain a utility tracking report for each assigned project. The tracking report must be in an Excel spreadsheet format and will be updated monthly. The utility tracking report will include the following:

3.5.1. Utility Owner and Contact Information
3.5.2. Meetings and Written Notifications
3.5.3. Agreement Information
3.5.4. Utility Billings

3.6. Utility Billings. The ***Utility Coordinator*** will receive and review all invoices sent by reimbursable utilities for accuracy and compliance with the executed utility agreements and as per Williamson County Vendor Policy. If needed, the ***Utility Coordinator*** will request any missing documentation required to support the invoice from the Utility Owner. After five (5) business days, the ***Utility Coordinator*** will process the invoice with the documentation provided, even as a short pay, until all support documentation is secured. The invoice submittal will include all supporting documentation received to date, recommendation for payment, partial payment form and a payment summary and will be forwarded to the County or its Designated Representative for approval and payment.

3.7. Utility Certification/Special Provisions: The ***Utility Coordinator's*** Project Manager or P.E. shall submit upon request from the County, a Utility Clearance Certification. Utility Clearance Certification will certify that utilities are clear for roadway construction. However, if the utility adjustments are not complete prior to roadway project letting, a letter will be required outlining all outstanding utility conflicts and their effects on roadway construction.

4. SUBSURFACE UTILITY ENGINEERING.

Subsurface Utility Engineering services includes utility investigations subsurface and above ground prepared in accordance with AASHTO standards and Utility Quality Levels as defined in the Utilities Section of the Design Criteria Manual.

Based on the review of existing utilities and proposed roadway design, bridge design, drainage design, and other potential conflicts for utilities, the ***Utility Coordinator*** will recommend required test holes after completion of 60% conflict assessment. The ***Utility Coordinator*** will coordinate with the appropriate Utility Owner to utilize internal work forces to perform required test holes for verification of its facilities.

If requested, the ***Utility Coordinator*** will coordinate with the County and/or its Designated Representative to provide the required test holes. A sketch of the area to be included for the proposed test hole locations "Level A" will be provided prior to the start of the work and must

be approved by the County and/or its Designated Representative. The County or its Designated Representative will provide comments or approval of test hole plan within five (5) business days.

4.1. Subsurface Utility Designate Service (Quality Level B). Designate means to indicate the horizontal location of underground utilities by the application and interpretation of appropriate non-destructive surface geophysical techniques and reference to established survey control. Designate (Quality Level B) Services are inclusive of Quality Levels C and D. The ***Utility Coordinator*** shall:

4.1.1. As requested by the County, compile "As Built" information from plans, plats and other location data as provided by the utility owners.

4.1.2. Coordinate with utility owner when utility owner's policy is to designate their own facilities at no cost for preliminary survey purposes. The ***Utility Coordinator*** will examine utility owner's work to ensure accuracy and completeness.

4.1.3. Designate, record and mark the horizontal location of the existing utility facilities and their service laterals to existing buildings using non-destructive surface geophysical techniques. No storm sewer facilities are to be designated unless authorized by the County. A non-water base paint, utilizing the APWA color code scheme, must be used on all surface markings of underground utilities.

4.1.4. Correlate utility owner records with designating data and resolve discrepancies using professional judgment. A color-coded composite utility facility plan with utility owner names, quality levels, line sizes and subsurface utility locate (test hole) locations, if applicable will be prepared and delivered to the County or its Designated Representative. It is understood by both the ***Utility Coordinator*** and the County that the line sizes of designated utility facilities detailed on the deliverable are from the best available records and that an actual line size is normally determined from a test hole vacuum excavation. A note must be placed on the designate deliverable only that states "lines sizes are from best available records". All above ground appurtenance locations must be included in the deliverable to the County. This information will be provided in Microstation, Geopak or other applicable County/County's Design Consultant CADD system. The electronic file will be uploaded to Project Wise. A hard copy is required and must be sealed and dated by the ***Utility Coordinator***. When requested by the County or its Designated Representative, the designated utility information must be over laid on the County design plans.

4.1.5. Determine and inform the County of the approximate utility depths at critical locations as determined by the County or its Designated Representative. This depth indication is understood by both the ***Utility Coordinator*** and the County and its Designated Representative to be approximate only.

4.1.6. Clearly identify all utilities that were discovered from quality levels C and D investigation but cannot be depicted in quality level B standards. These utilities must have a unique line style and symbology in the designate (Quality Level B) deliverable.

4.2. Subsurface Utility Locate (Test Hole) Service (Quality Level A). Locate means to obtain precise horizontal and vertical position, material type, condition, size and other data that may be obtainable about the utility facility and its surrounding environment through exposure by nondestructive excavation techniques that ensures the integrity of the utility facility. All

test holes will be tied to project survey control provided by the County or its Designated Representative.

Subsurface Utility Locate (Test Hole) Services (Quality Level A) are inclusive of Quality Levels B, C, and D. The ***Utility Coordinator*** shall:

4.2.1. Review requested test hole locations and advise the County and/or its Designated Representative in the development of an appropriate locate (test hole) work plan relative to the existing utility infrastructure and proposed highway design elements.

4.2.2. Coordinate with utility owner inspectors as may be required by law or utility owner policy

4.2.3. Neatly cut and remove existing pavement material, such that the cut not exceed 1 square foot unless unusual circumstances exist.

4.2.4. Measure and record the following data, as required, on an appropriately formatted test hole data sheet and upload to design project folder in ProjectWise.

4.2.4.1. Elevation of top and/or bottom of utility tied to the datum of the furnished plan.

4.2.4.2 Identify a minimum of two benchmarks utilized. Elevations shall be within an accuracy of 0.05 feet of utilized benchmarks.

4.2.4.3. Elevation of existing grade over utility at test hole location.

4.2.4.4. Horizontal location referenced to project coordinate datum.

4.2.4.5. Outside diameter of pipe or width of duct banks and configuration of non-encased multi-conduit systems.

4.2.4.6. Utility facility material(s).

4.2.4.7. Utility facility condition.

4.2.4.8. Pavement thickness and type.

4.2.4.9. Coating/Wrapping information and condition.

4.2.4.10. Unusual circumstances or field conditions.

4.2.4.11. Excavate test holes in such a manner as to prevent any damage to wrappings, coatings, cathodic protection or other protective coverings and features.

4.2.5. Be responsible for any damage to the utility during the locating process. In the event of damage, the ***Utility Coordinator*** shall stop work, notify the appropriate utility facility owner, the County, Designated Representative and appropriate regulatory agencies. The regulatory agencies include but are not limited to the Texas Railroad Commission and the Texas Commission on Environmental Quality. The ***Utility Coordinator*** will not resume work until the utility facility owner has determined the corrective action to be taken. The ***Utility Coordinator*** shall be liable for all costs involved in the repair or replacement of the utility facility.

4.2.5.1. Backfill all excavations with appropriate material, compact backfill by mechanical means and restore pavement and surface material. The ***Utility Coordinator*** shall be responsible for the integrity of the backfill and surface restoration for a period of three (3) years.

4.2.5.2 Provide complete restoration of work site and landscape to equal or better condition than before excavation. If a work site and landscape is not

appropriately restored, the ***Utility Coordinator*** shall return to correct the condition at no extra charge to the County.

4.2.5.3. Plot utility location position information to scale and provide an updated Utility Layout. This information will be provided in PDF, Microstation or other CADD System format used by the County.

4.3. Ground Penetrating Radar. Subsurface utility investigation using Ground Penetrating Radar (GPR) can be provided in locations where conventional electromagnetic pipe and cable locators are not successful, dependent on soil conditions. A typical example of this would be when non-conductive utility features require investigation (i.e., PVC water line without trace wires). Soil conditions in Williamson County are not ideal for GPR use, but it has been used successfully in certain areas to assist with utility designating.

4.3.1. GPR services include providing physical designation of horizontal locations of the subject utility line that is then surveyed to project control.

4.3.2. GPR data does not provide vertical locations to the standard required for design purposes.

4.3.3. Post processing of GPR data and submittal of GPR image files are not included in this scope.

5. UTILITY ENGINEERING.

Utility Engineering includes the identification of utility conflicts, coordination and resolution of utility conflicts, preparation of utility layouts and exhibits, review of utility relocation plans and estimates, and assisting in the utility adjustment coordination effort. The ***Utility Coordinator*** shall coordinate all activities with the County and/or Designated Representative to facilitate the orderly progress and timely completion of the utility coordination phase. Coordination of utility engineering activities includes:

5.1. Utility Layout: The ***Utility Coordinator*** shall maintain a utility layout in the latest version of Microstation V8 or AutoCAD. This layout shall include all existing utilities which are to remain in place, be relocated, or be abandoned. This layout will be utilized to confirm and evaluate alternatives. The ***Utility Coordinator's*** Project Manager or registered

Professional Engineer (P.E.) will utilize the layout of existing utilities and determine the following:

5.1.1. Facilities in conflict with the proposed project that are to be relocated.

5.1.2. Facilities to be abandoned in place.

5.1.3. Facilities to remain in service and in place.

5.1.4. As part of the QA/QC process, the ***Utility Coordinator's*** Project Manager or P.E. shall make reasonable effort, per industry standards, for identifying all utilities and conflicts within the project corridor. In the event there are any unidentified utilities discovered during the project which will require relocation, the ***Utility Coordinator*** shall notify the County and/or its Designated Representative immediately upon discovery.

5.2. Conflict Assessment. The ***Utility Coordinator*** will utilize the Utility Layout and prepare a Utility Conflict Matrix that summarizes the list of utility conflicts by owner, conflict type and station limits. This conflict assessment will be forwarded to the utility owners within the

project limits, along with the Utility Layout, within a two (2) week turnaround from received design milestone submittal. The utility layout and conflict matrix will be sent with written notification to all utility owners and uploaded to ProjectWise.

5.2.1. The ***Utility Coordinator*** will secure the latest version of the Road and Bridge's electronic file release waiver from each utility requesting electronic design files. Upon approval of release form by the County or its Designated Representative, the ***Utility Coordinator*** will provide the requested files to the utility and upload a *.zip file of the submittal to ProjectWise.

5.3. Group & Individual Meetings with Utility Companies, as required, to facilitate utility conflict identification and resolution.

5.3.1. Establish contact with existing Utility Companies within and adjacent to the Project and set up utility coordination meetings to discuss concepts and options for construction.

5.3.2. Set agenda and sign-in sheet for all coordination meetings.

5.3.3. Evaluate alternatives in the adjustment of utilities balancing the needs of both the County and the Utility.

5.3.4. Establish and promote the desired agenda and methodologies for utility construction within the project.

5.3.3 Provide meeting minutes within five (5) business days to all attendees.

5.4. Proposed Utility Corridor Typical Section. The ***Utility Coordinator*** will prepare a Proposed Utility Corridor Typical Section in the latest version of Microstation or AutoCAD, as needed, when cross sections are made available by the design engineer. The Proposed Utility Corridor Typical Section will be presented at the 60% Design Milestone Meeting for review and concurrence by utility owners. The section will help identify and establish sequence of construction for all utility relocation work, whether it is included as a part of the Project construction or not. The section will incorporate the following information:

5.4.1. Existing and proposed utility alignments in cross-sectional view

5.4.2. Existing and proposed roadway features in cross-sectional view

5.4.3. Identify which utilities will be built as part of the contract

5.4.4. Identify which facilities will be relocated prior to construction

5.5. Review of Utility's Proposed Adjustments

5.5.1. Evaluate Alternatives: The ***Utility Coordinator*** will evaluate relocation plans and consider alternatives in the adjustment of utilities that balances the needs of both the County and the Utility.

5.5.2. Review Estimates and Schedules: The ***Utility Coordinator*** will review the utility adjustment estimates for reasonableness of cost and the timely scheduling of the adjustment.

5.5.3. Review Plans to confirm all conflict locations have been addressed and relocations comply with County Utility Design Criteria Guidelines or governing agency utility criteria, if applicable. The responsibility for quality and accuracy of Utility adjustment plans will remain with the Utility Company.

5.5.4. Review Traffic Control Plans. The ***Utility Coordinator*** shall ensure traffic control

plans meet with the regulations of the most recent edition of the "Texas Manual on Uniform Traffic Control Devices". The ***Utility Coordinator*** must coordinate approval from the County or its Designated Representative concerning the proposed method of handling traffic prior to allowing commencement of work.

6. UTILITY DESIGN.

The ***Engineer*** will coordinate and develop PS&E for utilities to be included in the construction contract for the County upon written request by the Utility Owner and/or the County. All joint bid utility plan requests are to be approved by the County or Designated Representative prior to commencing work.

6.1. The ***Engineer*** shall develop PS&E and special details to accommodate or adjust utilities, including but not limited to fiber optic, communications, gas, water or wastewater. Prior to developing any special utility detail or PS&E set, the ***Engineer*** shall notify the County and its Designated Representative in writing regarding each utility conflict that may require an accommodation. As directed by the County or its Designated Representative, the ***Engineer*** shall coordinate with each utility to develop each PS&E package and special details. The ***Engineer*** shall develop each utility detail or PS&E package in compliance with the County or governing agency guidelines.

6.2. The ***Engineer*** shall prepare General Notes and shall provide a list of governing specifications and special provisions. The ***Engineer*** shall prepare each plan sheet, detail sheet, special specification, special provision, and special note required to incorporate the utility designs into the County's plans. If necessary, the ***Engineer*** shall provide any required Utility Certifications. The ***Engineer*** shall prepare a Construction Time Determination schedule for each utility relocation design required to incorporate into the County's construction schedule.

6.3. The ***Engineer*** shall provide quantities for construction bid items, as well as estimate of probable costs, starting at the 60% design submittal.

6.4. The *Engineer* should submit plans at each respective design milestone to the Utility Owner, the ***Utility Coordinator*** and the County or Designated Representative for review. The ***Utility Coordinator*** and the County or Designated Representative shall provide written comments on the plan submittal within five (5) business days from receipt.

6.5. The ***Engineer*** cannot perform utility design if that individual had a role in utility coordination on the project.

7. UTILITY PLANNING AND RESEARCH.

Planning services consist of performing research, identifying potential conflicts and preparing estimates of the costs of utility avoidance, protection, and/or relocation to assist with the development of the County's Road and Bridge. Utility data collection will be based on information provided on proposed projects, from schematic or conceptual-level design drawings to project location with scope of proposed improvements. Research — Utility Data Collection

(Planning) services include:

7.1. Initial Project Meeting. The ***Utility Coordinator*** will meet with the County or its Designated Representative to obtain project information and establish communication and documentation requirements.

7.2. Utility Data Collection. The ***Utility Coordinator*** will research records of properties and utilities within the estimated limits of the project area and:
- 7.2.1. Identify all utility service providers within the project area
- 7.2.2. Determine the existence and approximate location of utilities and easement.
- 7.2.3. Perform a visual inspection of the project area on-site and/or using available GIS map, aerial photography, and utility records to identify conflicts.

7.3. Evaluation of Utility Data. The ***Utility Coordinator*** will summarize utility conflicts and relocation responsibilities, cost estimates, and alternatives for the proposed project
- 7.3.1. Utilities within easement (compensable interest):
  - 7.3.1.1. Present and discuss alternatives with the County and its Designated Representative for redesign options to avoid utility relocations or to minimize utility relocation costs.
  - 7.3.1.2. Provide utility relocation cost estimates for those utilities that will have to be relocated or require additional protection measures to remain in place.
- 7.3.2. Utilities within existing right-of-way:
  - 7.3.2.1. Present and discuss alternatives with the County and its Designated Representative for utility relocation options, including redesign.
  - 7.3.2.2. Obtain utility service providers' relocation policies and procedures and estimated duration for completing relocation design and construction.

7.4. Summary Report. The ***Utility Coordinator*** will prepare a summary report of all utility documentation and findings obtained and developed and provide copies to the County and its Designated Representative upon completion of the research.

8. FIELD SURVEYING.

The ***Utility Coordinator*** will provide field surveying, at the request of the County or its Designated Representative, to assist in utility coordination during any phase of a County Project —planning, design, and/or construction. The ***Utility Coordinator*** will only provide such services to the County when requested and authorized in writing. Field surveying services include, but are not limited to:

8.1. Metes and Bounds Descriptions. The ***Surveyor*** will prepare metes and bounds descriptions and exhibits for utility easements, as requested and authorized by the County and/or its Designated Representatives.

8.2. Right-of-Way (ROW) Staking. The ***Surveyor*** will provide ROW staking services for Utility Relocations, as requested and authorized by the County and/or its Designated Representatives.

8.3. Utility Relocation Verification. The ***Surveyor*** can provide survey of utility relocations at critical locations, as requested and authorized by the County and/or its Designated Representatives.

9. RIGHT-OF-WAY (ROW) COORDINATION.

The ***Utility Coordinator*** will coordinate with the County or its Designated Representative regarding right-of-way and easement acquisitions for each project assigned. This coordination will include, but is not limited to:

9.1. Status of utility easement acquisitions

9.2. Clearance of structures for utility relocations as a part of ROW acquisition

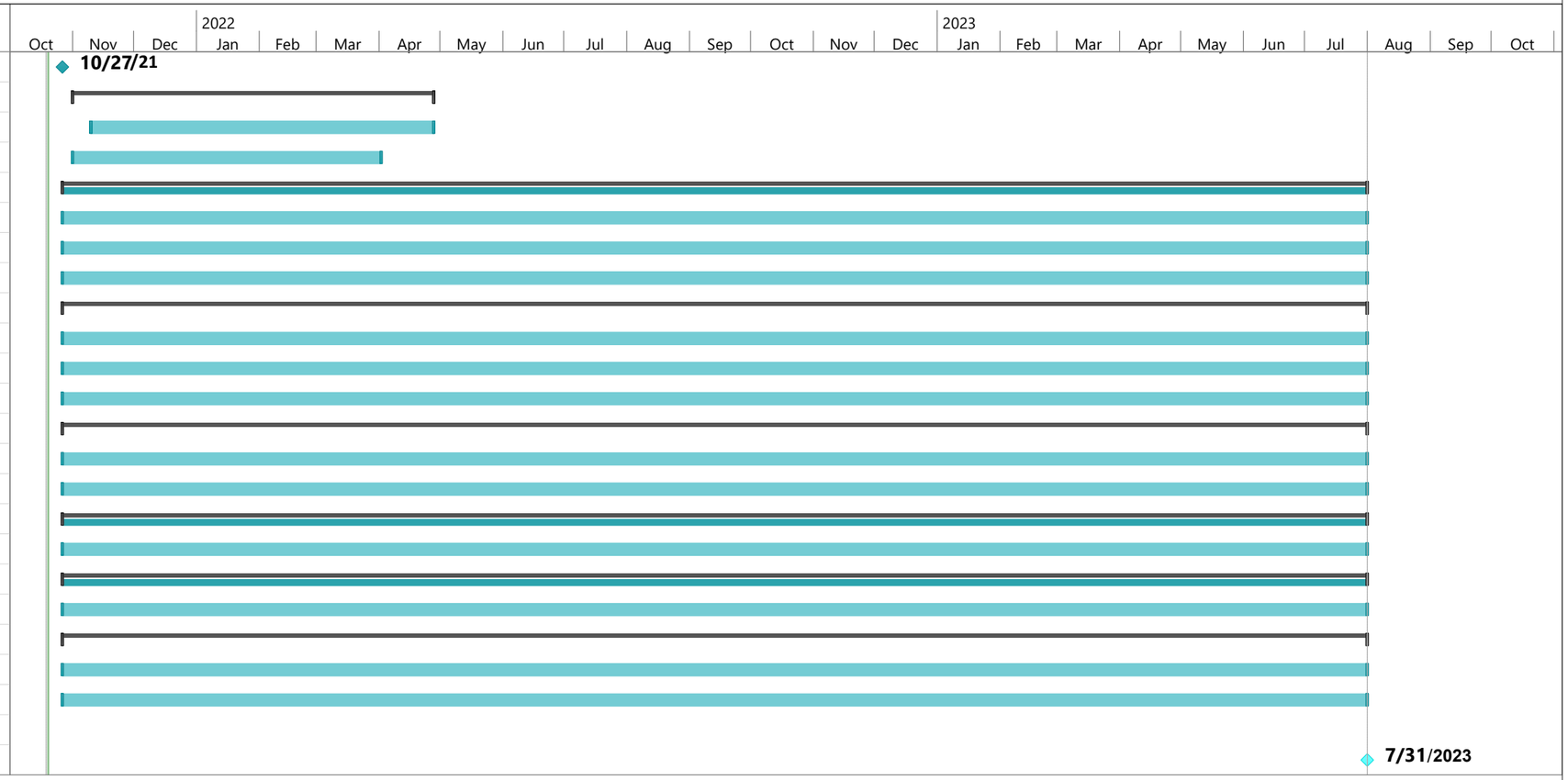
9.3. ROW acquisition schedule and priorities for utility relocations

9.4. Preparation of exhibits to assist in ROW or easement acquisition process

9.5. Meetings with the County of its Designated Representative, as needed, to review ROW Acquisition and utility status

9.6. Right-of-way or easement acquisition services, as needed

ID	Task Name
1	Notice to Proceed
2	**UTILITY PROGRAM MANAGEMENT**
3	ANNUAL UTILITY MEETING
4	UTILITY AGREEMENT FORMS
5	**PROGRAM MANAGEMENT AND COORDINATION**
6	PROJECT QA/QC
7	WEEKLY PROJECT STATUS MEETINGS & REPORTS
8	PROJECT DOCUMENTATION
9	**UTILITY ADJUST COORDINATION**
10	UTILITY COORDINATION ACTIVITIES & MEETINGS
11	UTILITY AGREEMENT ASSEMBLIES
12	UTILITY TRACKING
13	**SURBSURFACE UTILITY ENGINEERING**
14	QUALITY LEVEL B
15	QUALITY LEVEL A
16	**UTILITY ENGINEERING**
17	UTILITY LAYOUT
18	**CONFLICT ASSESSMENT**
19	INDIVIDUAL UTILITY MEETINGS
20	**UTILITY PLANNING AND RESEARCH**
21	UTILITY DATA COLLECTIONS
22	EVALUATION OF UTILITY DATA
23	**RIGHT-OF-WAY COORDINATION**
24	Work Authorization Termination



Williamson County
Road & Bridge
Utility Coordination & Engineer

Task	Project Summary	Manual Task	Start-only	Deadline
Split	Inactive Task	Duration-only	Finish-only	Progress
Milestone	Inactive Milestone	Manual Summary Rollup	External Tasks	Manual Progress
Summary	Inactive Summary	Manual Summary	External Milestone

Cobb, Fendley & Associates, Inc.
Utility Coordination & Engineering

ATTACHMENT D
FEE SCHEDULE

Work Authorization No. 4
Williamson County Road and Bridge

Utility Coordination & Engineering Services

Description of Work Task	Senior Project Manager	Senior Engineer	Project Engineer III	Project Engineer II	Project Engineer I	Senior Utility Specialist	Utility Specialist	Senior Technician	Technician III	Technician II	Technician I	Right-of-Way Project Manager	Right-of-Way Agent	Registered Professional Land Surveyor	2-Person Field Services Crew	1-Person Field Services Crew	Two-Man Designating Crew (4 hr min)	One-Man Designating Crew (4 hr min)	Vacuum Ex Truck w/ 2 Techs (Vac 3000 & 4000) (4 hr min)	Vacuum Ex Truck w/ 2 Techs (Vac 6000) (4 hr min)	Ground Penetrating Radar w/ 1 Tech (4 hr min)	Administrative	Clerical	Total Hours	Total Cost
	$235.00	$195.00	$170.00	$150.00	$125.00	$155.00	$125.00	$145.00	$125.00	$115.00	$95.00	$235.00	$140.00	$170.00	$145.00	$120.00	$170.00	$110.00	$295.00	$315.00	$260.00	$105.00	$80.00		
UTILITY PROGRAM MANAGEMENT	2	2	0	0	5	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	**10**	$ 1,565.00
PROJECT MANAGEMENT AND COORDINATION	2	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	**7**	$ 1,355.00
UTILITY ADJUSTMENT COORDINATION	2	5	10	20	25	10	5	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	**77**	$ 11,445.00
UTILITY ENGINEERING	2	2	8	12	18	1	0	3	3	8	18	0	0	0	0	0	0	0	0	0	0	0	0	**75**	$ 9,865.00
RESEARCH - UTILITY DATA COLLECTION (PLANNING)	0	1	0	5	8	8	5	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	**27**	$ 3,810.00
RIGHT-OF-WAY (ROW) COORDINATION	0	1	0	0	0	3	1	0	0	0	0	2	4	0	0	0	0	0	0	0	0	0	0	**11**	$ 1,815.00
SUBSURFACE UTILITY ENGINEERING (SUE)	1	3	0	0	0	0	0	1	0	0	8	0	0	4	4	4	8	8	8	8	8	0	1	**66**	$ 12,745.00
Total Hours	**9**	**18**	**18**	**37**	**56**	**22**	**11**	**4**	**3**	**8**	**26**	**2**	**4**	**4**	**4**	**4**	**8**	**8**	**8**	**8**	**8**	**1**	**2**	**273**	
Cost	$2,115	$3,510	$3,060	$5,550	$7,000	$3,410	$1,375	$580	$375	$920	$2,470	$470	$560	$680	$580	$480	$1,360	$880	$2,360	$2,520	$2,080	$105	$160		**$ 42,600.00**

Other Direct Expenses

			CobbFendley	
Description	**Unit Cost**	**Units**	**Quantity**	**Total**
In-House Reproduction:				
Copies (up to 11"x17")	$ 0.15	each	100	$15.00
Color Prints (up to 11"x17")	$ 1.50	each	70	$105.00
Color Prints (Larger than 11"x17")	$ 3.00	sq. ft.	68	$204.00
Standard Postage	$ 0.50	each	20	$10.00
Express Mail (billed at cost - estimated cost shown)	$ 25.50	each	15	$382.50
Local Deliveries (billed at cost - estimated cost shown)	$ 25.00	each	15	$375.00
Mileage (billed at IRS approved rate - estimated cost shown)	$ 0.585	mile	100	$58.50
Designation & Traffic Control Vehicle	$ 3.50	mile	150	$525.00
Location Vehicle (Vac Truck)	$ 6.50	mile	150	$975.00
Traffic Control (Lane Closures, etc.) (billed at cost - estimated cost shown)	$ 1,500.00	each	2	$3,000.00
Permits (Local, State, etc.) (billed at cost - estimated cost shown)	$ 350.00	each	5	$1,750.00
				$7,400.00

Work Authorization Total **$ 50,000.00**

Commissioners Court - Regular Session **31.**

Meeting Date: 11/02/2021

Cobb Fendley 1811-273 WA5 Utility Coordination CR 255

Submitted For: Robert Daigh **Submitted By:** Vicky Edwards, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Work Authorization No 5 in the amount of $115,664.50 to expire on September 30, 2023 under Williamson County Contract for Engineering Services between Cobb Fendley & Associates Inc and Williamson County dated July 16, 2019 for Utility Coordination for CR 255 from CR 254 to Ronald Reagan Blvd. Funding source: P546

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Cobb Fendley 1811-273 WA5 Utility Coordination CR 255

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	10/25/2021 01:25 PM
County Judge Exec Asst.	Becky Pruitt	10/25/2021 02:19 PM
Form Started By: Vicky Edwards		Started On: 10/25/2021 11:45 AM
Final Approval Date: 10/25/2021		

WORK AUTHORIZATION NO. 5
PROJECT: Utility Coordination for CR 255 from CR 254 to Ronald Reagan Blvd

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated July 16, 2019 and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Cobb, Fendley & Associates, Inc. (the "Engineer").

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

Part 2. The maximum amount payable for services under this Work Authorization without modification is $115,664.50.

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

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on September 30, 2023. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

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

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

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

EXECUTED this ____ day of _____, 20___.

ENGINEER:	COUNTY:
Cobb, Fendley & Associates, Inc.	Williamson County, Texas
By: _____ Signature	By: _____ Signature
Sandra G. Khoury, P.E. Printed Name	_____ Printed Name
Sr. Vice President Title	_____ Title
October 20, 2021 Date	_____ Date

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Rate Schedule

ATTACHMENT A

SERVICES TO BE PROVIDED BY COUNTY

Williamson County and/or its Designated Representative(s) will provide project direction, review and oversight of utility coordination and engineering services for all Road and Bridge Projects and will provide all project related design files, topographic survey and right-of-way data to assist with coordination efforts.

Williamson County and/or its Designated Representative(s) will negotiate and secure Interlocal Agreements (ILA), when applicable, and provide copies to Utility Coordinator upon execution.

ATTACHMENT B

SERVICES TO BE PROVIDED BY ENGINEER

Scope of Services provided by Cobb, Fendley & Associates, Inc. (the ***Utility Coordinator),*** involves utility coordination and engineering services in Williamson County, Texas, (the County) for Williamson County Road and Bridge as described below:

This scope includes the following major tasks:

1. UTILITY PROGRAM MANAGEMENT
2. PROJECT MANAGEMENT AND COORDINATION
3. UTILITY ADJUSTMENT COORDINATION
4. SUBSURFACE UTILITY ENGINEERING (SUE)
5. UTILITY ENGINEERING
6. UTILITY DESIGN
7. UTILITY PLANNING & RESEARCH
8. FIELD SURVEYING
9. RIGHT-OF-WAY (ROW) COORDINATION

1. UTILITY PROGRAM MANAGEMENT.

1.1. The ***Utility Coordinator,*** in association with the County and its Designated Representatives, will be responsible for the Utility Program Management for all assigned County Projects.

1.2. The ***Utility Coordinator*** will provide Utility Program Management services during any one, or combination, of the following phases of a project: Planning, Design, and/or Construction.

1.3. Annual Utility Meeting. The ***Utility Coordinator,*** in association with the County and its Designated Representative, will conduct an annual Utility Meeting with all Utility Representatives within the County to outline the projects anticipated for design and/or construction during that Fiscal Year, upon request. The ***Utility Coordinator*** will send out a quarterly email update to all Utility Representatives that reflect any changes that have occurred in the project list since the Annual Utility Meeting.

1.4. Utility Agreements. The ***Utility Coordinator,*** in association with the County and its Designated Representatives, will review and update all Utility Agreements of the County's Road and Bridge and associated attachments on an annual basis, or as needed.

2. PROJECT MANAGEMENT AND COORDINATION.

2.1. The ***Utility Coordinator,*** in association with the County and its Designated

Representatives, will be responsible for managing, directing, and/or coordinating all activities associated with utility coordination for all assigned projects.

The ***Utility Coordinator**'s* Project Manager is:
Ms. Sandra G. Khoury, P.E.
Cobb, Fendley & Associates, Inc.
505 East Huntland Drive, Suite 100
Austin, Texas 78752
Telephone: 512-834-9798

The ***Utility Coordinator**'s* Deputy Project Manager is:
Ms. Amanda Begg, PMP
Cobb, Fendley & Associates, Inc.
505 East Huntland Drive, Suite 100
Austin, Texas 78752
Telephone: 512-834-9798

2.2. Project Quality Assurance / Quality Control (QA/QC). The ***Utility Coordinator*** will provide internal and comprehensive quality assurance/quality control reviews throughout the Project development to appraise design, technical and business performance and provide real-time direction and objective solutions. All reports, agreements, and supporting documents, ("utility coordination work products") submitted to the County shall undergo QC reviews prior to submittal. A project manager/engineer will perform the QA/QC function. All QA/QC support documents will be provided with each submittal and uploaded to design project folder in ProjectWise. A copy of the ***Utility Coordinator***'s QA/QC Manual will be provided to the County and its Designated Representative.

2.3. Utility Status Report. The ***Utility Coordinator*** will create and maintain a utility status report on all assigned projects and submit on a weekly basis. The status report will include, at a minimum:
2.3.1. Project with Limits
2.3.2. Roadway Design Engineer
2.3.3. Roadway Design Status
2.3.4. Roadway Construction Advertisement Date
2.3.5. Utility Owners within Project
2.3.6. Utility Design Status
2.3.7. Utility Agreement or Permit Status
2.3.8. Utility Relocation Status (color coded)
2.3.9 Parcel Status
2.3.10 Williamson County Utility Cost
2.3.11 Utility Billing Status

2.4. Weekly Project Status Meetings. The ***Utility Coordinator*** will participate in weekly project status meetings with the County and its Designated Representatives.

2.5. Project Documentation. The ***Utility Coordinator*** will document all attachments and files sent to utilities and will upload all project related documents including, but not limited to, utility as-builts, utility conflict tracker spreadsheets, utility conflict strip maps at design milestone (i.e., schematic, 30%, 60%, 90%, etc.), utility agreement packages, meeting minutes, phone call records, Utility Certifications, etc. in designated project folders in ProjectWise, or other approved County documentation system.

3. UTILITY ADJUSTMENT COORDINATION

Utility Adjustment Coordination activities include, but are not limited to, meeting and contact with utilities on the project, initial project notifications, providing progress reports, preparation of contact lists, preparation of master utility agreements, assistance with permits, reviewing conflicts between the utilities and the Project, resolutions of utility conflicts, creating a utility tracking report, review of the proposed utility adjustments, and recommending the proposed locations of the utility adjustments. The above list of services is general in nature and should not be considered inclusive to the ***Utility Coordinator****'s* responsibilities, as listed in the following scope.

3.1. ***Utility Coordinator*** shall perform utility coordination and liaison activities with involved utility owners, their consultants, Designated Representative, and the County to achieve timely project notifications, formal coordination meetings, conflict analysis and resolution.

3.2. ***Utility Coordinator*** shall coordinate all activities with the County and/or Designated Representative to facilitate the orderly progress and timely completion of the utility coordination phase. The ***Utility Coordinator*** will be responsible for the following:

3.2.1. Initial Project Meeting Attend an initial meeting with county or designated representative, after on-site inspection (when appropriate), to ensure familiarity with existing conditions, governing utility criteria for the project, project requirements or concerns and/or critical deadlines. The ***Utility Coordinator*** will prepare a written report of the meeting.

3.2.2 Project Notifications: Prepare written notification letters at each design milestone, (i.e., schematic, 30%, 60%, 90%, etc.) with associated project information and files, and send to Utility Representatives.

3.2.3. Group & Individual Meetings with Utility Companies, as required, to facilitate utility conflict identification and resolution.

3.2.3.1. Establish contact with existing Utility Companies within and adjacent to the Project and set up utility coordination meetings to discuss concepts and options for conflict mitigation or relocation construction.

3.2.3.2. Schedule and conduct design milestone utility meetings and include the roadway designer (Kick-Off and 60% Design Milestone group meetings, at a minimum).

3.2.4. External Communications: The ***Utility Coordinator*** will coordinate all activities with the County, Designated Representative, County contracted design firms, County utility providers, or other contractors or representatives, as authorized by the County or Designated Representative. The ***Utility Coordinator*** will also provide

copies of reports, correspondence and other documentation of work-related communications between the ***Utility Coordinator***, utility owners and other outside entities when requested by the County.

3.3. The ***Utility Coordinator*** shall determine which utilities will conflict with proposed construction and make the utility company aware of these conflicts based on governing utility criteria established in Initial Project Meeting. The ***Utility Coordinator*** shall assist the utility companies in the preparation of required agreements associated with the funding of adjustments and the occupation of public right of way.

3.4. Utility Agreement Assemblies: A packaged agreement consisting of (if Applicable) a Standard Utility Adjustment Agreement along with the following attachments, Attachment "A" Plans, Specifications, and Estimated Cost, Attachment "B" Utility's Schedule of Work and Estimated Date of Completion, Attachment "C" Eligibility Ratio, Attachment "D" Betterment Calculation and Estimates, Attachment "E" Proof of Property Interest, Quitclaim, Joint-Use Agreement and/or Permit, and Field Notes for quitclaim portion of easement.

3.4.1. The ***Utility Coordinator,*** in coordination with the County and its Designated Representative, shall determine the appropriate forms to be used on each assigned project and which utilities will be installed by "Agreement", by "Permit", or by "ILA". The ***Utility Coordinator*** shall review and process all agreement and permit requests and forward to the County or its Designated Representative or TxDOT if the project is on-system project for final approval.

3.4.2. Utility Agreements: If a utility is located within an easement, the ***Utility Coordinator*** shall determine whether a compensable interest exists and the owner's degree of eligibility. The ***Utility Coordinator*** shall assist the utility company with adjustment plans and cost estimate for these adjustments. The ***Utility Coordinator*** shall review plans to ensure compliance with the County Utility Design Criteria Guidelines or governing agency utility criteria, if applicable, and to ensure that the proposed adjustments will not conflict with roadway construction. The ***Utility Coordinator*** will submit 4 original Standard Utility Agreement packages along with attachments to the County or its Designated Representative by letter recommending approval.

3.4.3. Non-Reimbursable Utility Adjustments. The ***Utility Coordinator*** will furnish the appropriate Utility Installation Permit form to the utility company and assist them with adjustment plan preparation. The ***Utility Coordinator*** shall review plans to ensure compliance with the County Utility Design Criteria Guidelines or the governing agency utility criteria, if applicable, and to ensure that the proposal will not conflict with roadway construction. The ***Utility Coordinator*** will submit the permit to the County or its Designated Representative by letter recommending approval.

3.4.4. Interlocal Agreements (ILA): If it is determined that the utility will be adjusted as part of the roadway contract, the County or its Designated Representative shall be notified immediately. The ***Utility Coordinator*** shall determine what funding amount is required based upon the applicable betterment or eligibility ratio and

provide that information to the County and its Designated Representative. The County or its designated representative will negotiate and secure the ILA with each respective Utility Owner. A copy of the final ILA will be provided to the ***Utility Coordinator*** upon execution.

3.5. Utility Tracking Reports. The ***Utility Coordinator*** will prepare and maintain a utility tracking report for each assigned project. The tracking report must be in an Excel spreadsheet format and will be updated monthly. The utility tracking report will include the following:

3.5.1. Utility Owner and Contact Information
3.5.2. Meetings and Written Notifications
3.5.3. Agreement Information
3.5.4. Utility Billings

3.6. Utility Billings. The ***Utility Coordinator*** will receive and review all invoices sent by reimbursable utilities for accuracy and compliance with the executed utility agreements and as per Williamson County Vendor Policy. If needed, the ***Utility Coordinator*** will request any missing documentation required to support the invoice from the Utility Owner. After five (5) business days, the ***Utility Coordinator*** will process the invoice with the documentation provided, even as a short pay, until all support documentation is secured. The invoice submittal will include all supporting documentation received to date, recommendation for payment, partial payment form and a payment summary and will be forwarded to the County or its Designated Representative for approval and payment.

3.7. Utility Certification/Special Provisions: The ***Utility Coordinator's*** Project Manager or P.E. shall submit upon request from the County, a Utility Clearance Certification. Utility Clearance Certification will certify that utilities are clear for roadway construction. However, if the utility adjustments are not complete prior to roadway project letting, a letter will be required outlining all outstanding utility conflicts and their effects on roadway construction.

4. SUBSURFACE UTILITY ENGINEERING.

Subsurface Utility Engineering services includes utility investigations subsurface and above ground prepared in accordance with AASHTO standards and Utility Quality Levels as defined in the Utilities Section of the Design Criteria Manual.

Based on the review of existing utilities and proposed roadway design, bridge design, drainage design, and other potential conflicts for utilities, the ***Utility Coordinator*** will recommend required test holes after completion of 60% conflict assessment. The ***Utility Coordinator*** will coordinate with the appropriate Utility Owner to utilize internal work forces to perform required test holes for verification of its facilities.

If requested, the ***Utility Coordinator*** will coordinate with the County and/or its Designated Representative to provide the required test holes. A sketch of the area to be included for the proposed test hole locations "Level A" will be provided prior to the start of the work and must

be approved by the County and/or its Designated Representative. The County or its Designated Representative will provide comments or approval of test hole plan within five (5) business days.

4.1. Subsurface Utility Designate Service (Quality Level B). Designate means to indicate the horizontal location of underground utilities by the application and interpretation of appropriate non-destructive surface geophysical techniques and reference to established survey control. Designate (Quality Level B) Services are inclusive of Quality Levels C and D. The ***Utility Coordinator*** shall:

4.1.1. As requested by the County, compile "As Built" information from plans, plats and other location data as provided by the utility owners.

4.1.2. Coordinate with utility owner when utility owner's policy is to designate their own facilities at no cost for preliminary survey purposes. The ***Utility Coordinator*** will examine utility owner's work to ensure accuracy and completeness.

4.1.3. Designate, record and mark the horizontal location of the existing utility facilities and their service laterals to existing buildings using non-destructive surface geophysical techniques. No storm sewer facilities are to be designated unless authorized by the County. A non-water base paint, utilizing the APWA color code scheme, must be used on all surface markings of underground utilities.

4.1.4. Correlate utility owner records with designating data and resolve discrepancies using professional judgment. A color-coded composite utility facility plan with utility owner names, quality levels, line sizes and subsurface utility locate (test hole) locations, if applicable will be prepared and delivered to the County or its Designated Representative. It is understood by both the ***Utility Coordinator*** and the County that the line sizes of designated utility facilities detailed on the deliverable are from the best available records and that an actual line size is normally determined from a test hole vacuum excavation. A note must be placed on the designate deliverable only that states "lines sizes are from best available records". All above ground appurtenance locations must be included in the deliverable to the County. This information will be provided in Microstation, Geopak or other applicable County/County's Design Consultant CADD system. The electronic file will be uploaded to Project Wise. A hard copy is required and must be sealed and dated by the ***Utility Coordinator***. When requested by the County or its Designated Representative, the designated utility information must be over laid on the County design plans.

4.1.5. Determine and inform the County of the approximate utility depths at critical locations as determined by the County or its Designated Representative. This depth indication is understood by both the ***Utility Coordinator*** and the County and its Designated Representative to be approximate only.

4.1.6. Clearly identify all utilities that were discovered from quality levels C and D investigation but cannot be depicted in quality level B standards. These utilities must have a unique line style and symbology in the designate (Quality Level B) deliverable.

4.2. Subsurface Utility Locate (Test Hole) Service (Quality Level A). Locate means to obtain precise horizontal and vertical position, material type, condition, size and other data that may be obtainable about the utility facility and its surrounding environment through exposure by nondestructive excavation techniques that ensures the integrity of the utility facility. All

test holes will be tied to project survey control provided by the County or its Designated Representative.

Subsurface Utility Locate (Test Hole) Services (Quality Level A) are inclusive of Quality Levels B, C, and D. The ***Utility Coordinator*** shall:

4.2.1. Review requested test hole locations and advise the County and/or its Designated Representative in the development of an appropriate locate (test hole) work plan relative to the existing utility infrastructure and proposed highway design elements.

4.2.2. Coordinate with utility owner inspectors as may be required by law or utility owner policy

4.2.3. Neatly cut and remove existing pavement material, such that the cut not exceed 1 square foot unless unusual circumstances exist.

4.2.4. Measure and record the following data, as required, on an appropriately formatted test hole data sheet and upload to design project folder in ProjectWise.

4.2.4.1. Elevation of top and/or bottom of utility tied to the datum of the furnished plan.

4.2.4.2 Identify a minimum of two benchmarks utilized. Elevations shall be within an accuracy of 0.05 feet of utilized benchmarks.

4.2.4.3. Elevation of existing grade over utility at test hole location.

4.2.4.4. Horizontal location referenced to project coordinate datum.

4.2.4.5. Outside diameter of pipe or width of duct banks and configuration of non-encased multi-conduit systems.

4.2.4.6. Utility facility material(s).

4.2.4.7. Utility facility condition.

4.2.4.8. Pavement thickness and type.

4.2.4.9. Coating/Wrapping information and condition.

4.2.4.10. Unusual circumstances or field conditions.

4.2.4.11. Excavate test holes in such a manner as to prevent any damage to wrappings, coatings, cathodic protection or other protective coverings and features.

4.2.5. Be responsible for any damage to the utility during the locating process. In the event of damage, the ***Utility Coordinator*** shall stop work, notify the appropriate utility facility owner, the County, Designated Representative and appropriate regulatory agencies. The regulatory agencies include but are not limited to the Texas Railroad Commission and the Texas Commission on Environmental Quality. The ***Utility Coordinator*** will not resume work until the utility facility owner has determined the corrective action to be taken. The ***Utility Coordinator*** shall be liable for all costs involved in the repair or replacement of the utility facility.

4.2.5.1. Backfill all excavations with appropriate material, compact backfill by mechanical means and restore pavement and surface material. The ***Utility Coordinator*** shall be responsible for the integrity of the backfill and surface restoration for a period of three (3) years.

4.2.5.2 Provide complete restoration of work site and landscape to equal or better condition than before excavation. If a work site and landscape is not

appropriately restored, the ***Utility Coordinator*** shall return to correct the condition at no extra charge to the County.

4.2.5.3. Plot utility location position information to scale and provide an updated Utility Layout. This information will be provided in PDF, Microstation or other CADD System format used by the County.

4.3. Ground Penetrating Radar. Subsurface utility investigation using Ground Penetrating Radar (GPR) can be provided in locations where conventional electromagnetic pipe and cable locators are not successful, dependent on soil conditions. A typical example of this would be when non-conductive utility features require investigation (i.e., PVC water line without trace wires). Soil conditions in Williamson County are not ideal for GPR use, but it has been used successfully in certain areas to assist with utility designating.

4.3.1. GPR services include providing physical designation of horizontal locations of the subject utility line that is then surveyed to project control.

4.3.2. GPR data does not provide vertical locations to the standard required for design purposes.

4.3.3. Post processing of GPR data and submittal of GPR image files are not included in this scope.

5. UTILITY ENGINEERING.

Utility Engineering includes the identification of utility conflicts, coordination and resolution of utility conflicts, preparation of utility layouts and exhibits, review of utility relocation plans and estimates, and assisting in the utility adjustment coordination effort. The ***Utility Coordinator*** shall coordinate all activities with the County and/or Designated Representative to facilitate the orderly progress and timely completion of the utility coordination phase. Coordination of utility engineering activities includes:

5.1. Utility Layout: The ***Utility Coordinator*** shall maintain a utility layout in the latest version of Microstation V8 or AutoCAD. This layout shall include all existing utilities which are to remain in place, be relocated, or be abandoned. This layout will be utilized to confirm and evaluate alternatives. The ***Utility Coordinator's*** Project Manager or registered

Professional Engineer (P.E.) will utilize the layout of existing utilities and determine the following:

5.1.1. Facilities in conflict with the proposed project that are to be relocated.

5.1.2. Facilities to be abandoned in place.

5.1.3. Facilities to remain in service and in place.

5.1.4. As part of the QA/QC process, the ***Utility Coordinator's*** Project Manager or P.E. shall make reasonable effort, per industry standards, for identifying all utilities and conflicts within the project corridor. In the event there are any unidentified utilities discovered during the project which will require relocation, the ***Utility Coordinator*** shall notify the County and/or its Designated Representative immediately upon discovery.

5.2. Conflict Assessment. The ***Utility Coordinator*** will utilize the Utility Layout and prepare a Utility Conflict Matrix that summarizes the list of utility conflicts by owner, conflict type and station limits. This conflict assessment will be forwarded to the utility owners within the

project limits, along with the Utility Layout, within a two (2) week turnaround from received design milestone submittal. The utility layout and conflict matrix will be sent with written notification to all utility owners and uploaded to ProjectWise.

5.2.1. The ***Utility Coordinator*** will secure the latest version of the Road and Bridge's electronic file release waiver from each utility requesting electronic design files. Upon approval of release form by the County or its Designated Representative, the ***Utility Coordinator*** will provide the requested files to the utility and upload a *.zip file of the submittal to ProjectWise.

5.3. Group & Individual Meetings with Utility Companies, as required, to facilitate utility conflict identification and resolution.

5.3.1. Establish contact with existing Utility Companies within and adjacent to the Project and set up utility coordination meetings to discuss concepts and options for construction.

5.3.2. Set agenda and sign-in sheet for all coordination meetings.

5.3.3. Evaluate alternatives in the adjustment of utilities balancing the needs of both the County and the Utility.

5.3.4. Establish and promote the desired agenda and methodologies for utility construction within the project.

5.3.3 Provide meeting minutes within five (5) business days to all attendees.

5.4. Proposed Utility Corridor Typical Section. The ***Utility Coordinator*** will prepare a Proposed Utility Corridor Typical Section in the latest version of Microstation or AutoCAD, as needed, when cross sections are made available by the design engineer. The Proposed Utility Corridor Typical Section will be presented at the 60% Design Milestone Meeting for review and concurrence by utility owners. The section will help identify and establish sequence of construction for all utility relocation work, whether it is included as a part of the Project construction or not. The section will incorporate the following information:

5.4.1. Existing and proposed utility alignments in cross-sectional view

5.4.2. Existing and proposed roadway features in cross-sectional view

5.4.3. Identify which utilities will be built as part of the contract

5.4.4. Identify which facilities will be relocated prior to construction

5.5. Review of Utility's Proposed Adjustments

5.5.1. Evaluate Alternatives: The ***Utility Coordinator*** will evaluate relocation plans and consider alternatives in the adjustment of utilities that balances the needs of both the County and the Utility.

5.5.2. Review Estimates and Schedules: The ***Utility Coordinator*** will review the utility adjustment estimates for reasonableness of cost and the timely scheduling of the adjustment.

5.5.3. Review Plans to confirm all conflict locations have been addressed and relocations comply with County Utility Design Criteria Guidelines or governing agency utility criteria, if applicable. The responsibility for quality and accuracy of Utility adjustment plans will remain with the Utility Company.

5.5.4. Review Traffic Control Plans. The ***Utility Coordinator*** shall ensure traffic control

plans meet with the regulations of the most recent edition of the "Texas Manual on Uniform Traffic Control Devices". The ***Utility Coordinator*** must coordinate approval from the County or its Designated Representative concerning the proposed method of handling traffic prior to allowing commencement of work.

6. UTILITY DESIGN.

The ***Engineer*** will coordinate and develop PS&E for utilities to be included in the construction contract for the County upon written request by the Utility Owner and/or the County. All joint bid utility plan requests are to be approved by the County or Designated Representative prior to commencing work.

6.1. The ***Engineer*** shall develop PS&E and special details to accommodate or adjust utilities, including but not limited to fiber optic, communications, gas, water or wastewater. Prior to developing any special utility detail or PS&E set, the ***Engineer*** shall notify the County and its Designated Representative in writing regarding each utility conflict that may require an accommodation. As directed by the County or its Designated Representative, the ***Engineer*** shall coordinate with each utility to develop each PS&E package and special details. The ***Engineer*** shall develop each utility detail or PS&E package in compliance with the County or governing agency guidelines.

6.2. The ***Engineer*** shall prepare General Notes and shall provide a list of governing specifications and special provisions. The ***Engineer*** shall prepare each plan sheet, detail sheet, special specification, special provision, and special note required to incorporate the utility designs into the County's plans. If necessary, the ***Engineer*** shall provide any required Utility Certifications. The ***Engineer*** shall prepare a Construction Time Determination schedule for each utility relocation design required to incorporate into the County's construction schedule.

6.3. The ***Engineer*** shall provide quantities for construction bid items, as well as estimate of probable costs, starting at the 60% design submittal.

6.4. The *Engineer* should submit plans at each respective design milestone to the Utility Owner, the ***Utility Coordinator*** and the County or Designated Representative for review. The ***Utility Coordinator*** and the County or Designated Representative shall provide written comments on the plan submittal within five (5) business days from receipt.

6.5. The ***Engineer*** cannot perform utility design if that individual had a role in utility coordination on the project.

7. UTILITY PLANNING AND RESEARCH.

Planning services consist of performing research, identifying potential conflicts and preparing estimates of the costs of utility avoidance, protection, and/or relocation to assist with the development of the County's Road and Bridge. Utility data collection will be based on information provided on proposed projects, from schematic or conceptual-level design drawings to project location with scope of proposed improvements. Research — Utility Data Collection

(Planning) services include:

7.1. Initial Project Meeting. The ***Utility Coordinator*** will meet with the County or its Designated Representative to obtain project information and establish communication and documentation requirements.

7.2. Utility Data Collection. The ***Utility Coordinator*** will research records of properties and utilities within the estimated limits of the project area and:
- 7.2.1. Identify all utility service providers within the project area
- 7.2.2. Determine the existence and approximate location of utilities and easement.
- 7.2.3. Perform a visual inspection of the project area on-site and/or using available GIS map, aerial photography, and utility records to identify conflicts.

7.3. Evaluation of Utility Data. The ***Utility Coordinator*** will summarize utility conflicts and relocation responsibilities, cost estimates, and alternatives for the proposed project
- 7.3.1. Utilities within easement (compensable interest):
  - 7.3.1.1. Present and discuss alternatives with the County and its Designated Representative for redesign options to avoid utility relocations or to minimize utility relocation costs.
  - 7.3.1.2. Provide utility relocation cost estimates for those utilities that will have to be relocated or require additional protection measures to remain in place.
- 7.3.2. Utilities within existing right-of-way:
  - 7.3.2.1. Present and discuss alternatives with the County and its Designated Representative for utility relocation options, including redesign.
  - 7.3.2.2. Obtain utility service providers' relocation policies and procedures and estimated duration for completing relocation design and construction.

7.4. Summary Report. The ***Utility Coordinator*** will prepare a summary report of all utility documentation and findings obtained and developed and provide copies to the County and its Designated Representative upon completion of the research.

8. FIELD SURVEYING.

The ***Utility Coordinator*** will provide field surveying, at the request of the County or its Designated Representative, to assist in utility coordination during any phase of a County Project —planning, design, and/or construction. The ***Utility Coordinator*** will only provide such services to the County when requested and authorized in writing. Field surveying services include, but are not limited to:

8.1. Metes and Bounds Descriptions. The ***Surveyor*** will prepare metes and bounds descriptions and exhibits for utility easements, as requested and authorized by the County and/or its Designated Representatives.

8.2. Right-of-Way (ROW) Staking. The ***Surveyor*** will provide ROW staking services for Utility Relocations, as requested and authorized by the County and/or its Designated Representatives.

8.3. Utility Relocation Verification. The ***Surveyor*** can provide survey of utility relocations at critical locations, as requested and authorized by the County and/or its Designated Representatives.

9. RIGHT-OF-WAY (ROW) COORDINATION.

The ***Utility Coordinator*** will coordinate with the County or its Designated Representative regarding right-of-way and easement acquisitions for each project assigned. This coordination will include, but is not limited to:

9.1. Status of utility easement acquisitions

9.2. Clearance of structures for utility relocations as a part of ROW acquisition

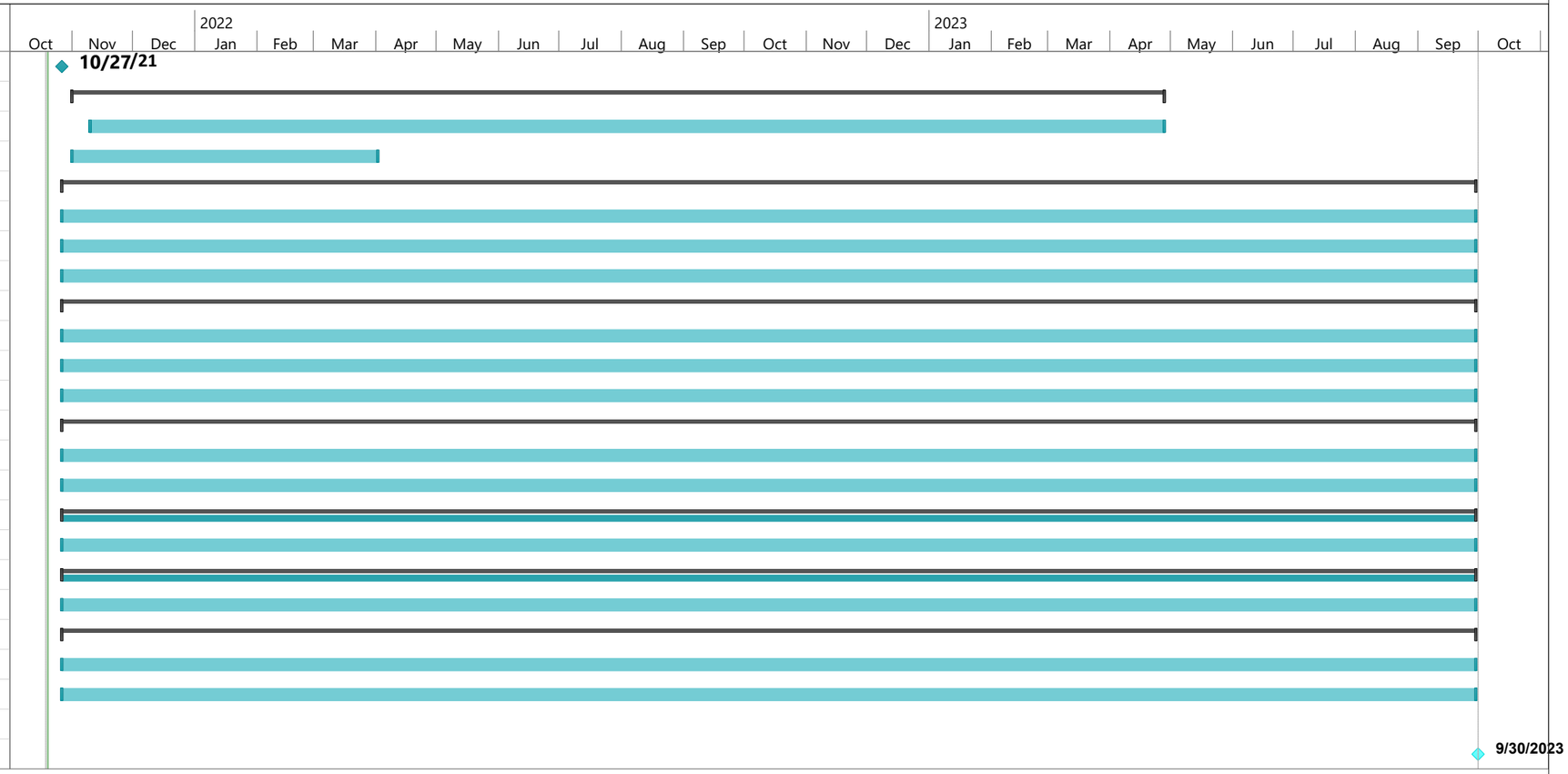
9.3. ROW acquisition schedule and priorities for utility relocations

9.4. Preparation of exhibits to assist in ROW or easement acquisition process

9.5. Meetings with the County of its Designated Representative, as needed, to review ROW Acquisition and utility status

9.6. Right-of-way or easement acquisition services, as needed

ID	Task Name
1	Notice to Proceed
2	**UTILITY PROGRAM MANAGEMENT**
3	ANNUAL UTILITY MEETING
4	UTILITY AGREEMENT FORMS
5	**PROGRAM MANAGEMENT AND COORDINATION**
6	PROJECT QA/QC
7	WEEKLY PROJECT STATUS MEETINGS & REPORTS
8	PROJECT DOCUMENTATION
9	**UTILITY ADJUST COORDINATION**
10	UTILITY COORDINATION ACTIVITIES & MEETINGS
11	UTILITY AGREEMENT ASSEMBLIES
12	UTILITY TRACKING
13	**SURBSURFACE UTILITY ENGINEERING**
14	QUALITY LEVEL B
15	QUALITY LEVEL A
16	**UTILITY ENGINEERING**
17	UTILITY LAYOUT
18	**CONFLICT ASSESSMENT**
19	INDIVIDUAL UTILITY MEETINGS
20	**UTILITY PLANNING AND RESEARCH**
21	UTILITY DATA COLLECTIONS
22	EVALUATION OF UTILITY DATA
23	**RIGHT-OF-WAY COORDINATION**
24	Work Authorization Termination



Williamson County
Road & Bridge
Utility Coordination & Engineer

Task	Project Summary	Manual Task	Start-only	Deadline
Split	Inactive Task	Duration-only	Finish-only	Progress
Milestone	Inactive Milestone	Manual Summary Rollup	External Tasks	Manual Progress
Summary	Inactive Summary	Manual Summary	External Milestone

Cobb, Fendley & Associates, Inc.
Utility Coordination & Engineering

ATTACHMENT D
FEE SCHEDULE

Work Authorization No. 5
Williamson County Road & Bridge

Utility Coordination & Engineering Services

Description of Work Task	Senior Project Manager	Senior Engineer	Project Engineer III	Project Engineer II	Project Engineer I	Senior Utility Specialist	Utility Specialist	Senior Technician	Technician III	Technician II	Technician I	Right-of-Way Project Manager	Right-of-Way Agent	Registered Professional Land Surveyor	2-Person Field Services Crew	1-Person Field Services Crew	Two-Man Designating Crew (4 hr min)	One-Man Designating Crew (4 hr min)	Vacuum Ex Truck w/ 2 Techs (Vac 3000 & 4000) (4 hr min)	Vacuum Ex Truck w/ 2 Techs (Vac 6000) (4 hr min)	Ground Penetrating Radar w/ 1 Tech (4 hr min)	Administrative	Clerical	Total Hours	Total Cost
	$235.00	$195.00	$170.00	$150.00	$125.00	$155.00	$125.00	$145.00	$125.00	$115.00	$95.00	$235.00	$140.00	$170.00	$145.00	$120.00	$170.00	$110.00	$295.00	$315.00	$260.00	$105.00	$80.00		
UTILITY PROGRAM MANAGEMENT	6	9	0	0	8	0	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	**33**	$ 5,325.00
PROJECT MANAGEMENT AND COORDINATION	16	9	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	6	8	**39**	$ 6,785.00
UTILITY ADJUSTMENT COORDINATION	6	9	0	0	22	22	16	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	8	**83**	$ 11,965.00
UTILITY ENGINEERING	6	7	10	10	18	7	16	18	20	10	12	0	0	0	0	0	0	0	0	0	0	0	8	**142**	$ 19,350.00
RESEARCH - UTILITY DATA COLLECTION (PLANNING)	4	7	0	10	18	7	16	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	6	**68**	$ 9,620.00
RIGHT-OF-WAY (ROW) COORDINATION	4	7	0	0	0	7	16	0	0	0	0	9	9	0	0	0	0	0	0	0	0	0	8	**60**	$ 9,405.00
SUBSURFACE UTILITY ENGINEERING (SUE)	4	18	0	0	0	0	16	8	8	18	18	0	0	8	15	10	15	15	18	18	12	0	8	**209**	$ 36,065.00
Total Hours	**46**	**66**	**10**	**20**	**66**	**43**	**88**	**26**	**28**	**28**	**30**	**9**	**9**	**8**	**15**	**10**	**15**	**15**	**18**	**18**	**12**	**6**	**48**	**634**	
Cost	$10,810	$12,870	$1,700	$3,000	$8,250	$6,665	$11,000	$3,770	$3,500	$3,220	$2,850	$2,115	$1,260	$1,360	$2,175	$1,200	$2,550	$1,650	$5,310	$5,670	$3,120	$630	$3,840		**$ 98,515.00**

Other Direct Expenses

			CobbFendley	
Description	**Unit Cost**	**Units**	**Quantity**	**Total**
In-House Reproduction:				
Copies (up to 11"x17")	$ 0.15	each	150	$22.50
Color Prints (up to 11"x17")	$ 1.50	each	65	$97.50
Color Prints (Larger than 11"x17")	$ 3.00	sq. ft.	125	$375.00
Standard Postage	$ 0.50	each	45	$22.50
Express Mail (billed at cost - estimated cost shown)	$ 25.50	each	10	$255.00
Local Deliveries (billed at cost - estimated cost shown)	$ 25.00	each	5	$125.00
Mileage (billed at IRS approved rate - estimated cost shown)	$ 0.585	mile	1200	$702.00
Designation & Traffic Control Vehicle	$ 3.50	mile	180	$630.00
Location Vehicle (Vac Truck)	$ 6.50	mile	180	$1,170.00
Traffic Control (Lane Closures, etc.) (billed at cost - estimated cost shown)	$ 1,500.00	each	8	$12,000.00
Permits (Local, State, etc.) (billed at cost - estimated cost shown)	$ 350.00	each	5	$1,750.00
				$17,149.50

Work Authorization Total **$ 115,664.50**

Commissioners Court - Regular Session **32.**

Meeting Date: 11/02/2021

Cobb Fendley 1811-273 WA6 Utility Coordination for CR 201

Submitted For: Robert Daigh **Submitted By:** Vicky Edwards, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Work Authorization No 6 in the amount of $81,701.50 to expire on September 30, 2023 under Williamson County Contract for Engineering Services between Cobb Fendley & Associates Inc. and Williamson County dated July 16, 2019 for Utility Coordination for CR 201 from Umbrella Sky to CR 200. Funding source: P499

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Cobb Fendley 1811-273 WA6 Utility Coordination for CR 201

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	10/25/2021 01:25 PM
County Judge Exec Asst.	Becky Pruitt	10/25/2021 02:20 PM
Form Started By: Vicky Edwards		Started On: 10/25/2021 11:49 AM
Final Approval Date: 10/25/2021		

WORK AUTHORIZATION NO. 6
PROJECT: Utility Coordination for CR 201 from Umbrella Sky to CR 200

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated July 16, 2019 and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Cobb, Fendley & Associates, Inc. (the "Engineer").

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

Part 2. The maximum amount payable for services under this Work Authorization without modification is $81,701.50.

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

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on September 30, 2023. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

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

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

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

EXECUTED this ____ day of _____, 20___.

ENGINEER:	COUNTY:
Cobb, Fendley & Associates, Inc.	Williamson County, Texas
By: Sandra G Khoury Signature	By: _____ Signature
Sandra G. Khoury, P.E. Printed Name	_____ Printed Name
Sr. Vice President Title	_____ Title
October 20, 2021 Date	_____ Date

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Rate Schedule

ATTACHMENT A

SERVICES TO BE PROVIDED BY COUNTY

Williamson County and/or its Designated Representative(s) will provide project direction, review and oversight of utility coordination and engineering services for all Road and Bridge Projects and will provide all project related design files, topographic survey and right-of-way data to assist with coordination efforts.

Williamson County and/or its Designated Representative(s) will negotiate and secure Interlocal Agreements (ILA), when applicable, and provide copies to Utility Coordinator upon execution.

ATTACHMENT B

SERVICES TO BE PROVIDED BY ENGINEER

Scope of Services provided by Cobb, Fendley & Associates, Inc. (the ***Utility Coordinator***), involves utility coordination and engineering services in Williamson County, Texas, (the County) for Williamson County Road and Bridge as described below:

This scope includes the following major tasks:

1. UTILITY PROGRAM MANAGEMENT
2. PROJECT MANAGEMENT AND COORDINATION
3. UTILITY ADJUSTMENT COORDINATION
4. SUBSURFACE UTILITY ENGINEERING (SUE)
5. UTILITY ENGINEERING
6. UTILITY DESIGN
7. UTILITY PLANNING & RESEARCH
8. FIELD SURVEYING
9. RIGHT-OF-WAY (ROW) COORDINATION

1. UTILITY PROGRAM MANAGEMENT.

1.1. The ***Utility Coordinator***, in association with the County and its Designated Representatives, will be responsible for the Utility Program Management for all assigned County Projects.

1.2. The ***Utility Coordinator*** will provide Utility Program Management services during any one, or combination, of the following phases of a project: Planning, Design, and/or Construction.

1.3. Annual Utility Meeting. The ***Utility Coordinator***, in association with the County and its Designated Representative, will conduct an annual Utility Meeting with all Utility Representatives within the County to outline the projects anticipated for design and/or construction during that Fiscal Year, upon request. The ***Utility Coordinator*** will send out a quarterly email update to all Utility Representatives that reflect any changes that have occurred in the project list since the Annual Utility Meeting.

1.4. Utility Agreements. The ***Utility Coordinator***, in association with the County and its Designated Representatives, will review and update all Utility Agreements of the County's Road and Bridge and associated attachments on an annual basis, or as needed.

2. PROJECT MANAGEMENT AND COORDINATION.

2.1. The ***Utility Coordinator***, in association with the County and its Designated

Representatives, will be responsible for managing, directing, and/or coordinating all activities associated with utility coordination for all assigned projects.

The ***Utility Coordinator**'s* Project Manager is:
Ms. Sandra G. Khoury, P.E.
Cobb, Fendley & Associates, Inc.
505 East Huntland Drive, Suite 100
Austin, Texas 78752
Telephone: 512-834-9798

The ***Utility Coordinator**'s* Deputy Project Manager is:
Ms. Amanda Begg, PMP
Cobb, Fendley & Associates, Inc.
505 East Huntland Drive, Suite 100
Austin, Texas 78752
Telephone: 512-834-9798

2.2. Project Quality Assurance / Quality Control (QA/QC). The ***Utility Coordinator*** will provide internal and comprehensive quality assurance/quality control reviews throughout the Project development to appraise design, technical and business performance and provide real-time direction and objective solutions. All reports, agreements, and supporting documents, ("utility coordination work products") submitted to the County shall undergo QC reviews prior to submittal. A project manager/engineer will perform the QA/QC function. All QA/QC support documents will be provided with each submittal and uploaded to design project folder in ProjectWise. A copy of the ***Utility Coordinator***'s QA/QC Manual will be provided to the County and its Designated Representative.

2.3. Utility Status Report. The ***Utility Coordinator*** will create and maintain a utility status report on all assigned projects and submit on a weekly basis. The status report will include, at a minimum:
2.3.1. Project with Limits
2.3.2. Roadway Design Engineer
2.3.3. Roadway Design Status
2.3.4. Roadway Construction Advertisement Date
2.3.5. Utility Owners within Project
2.3.6. Utility Design Status
2.3.7. Utility Agreement or Permit Status
2.3.8. Utility Relocation Status (color coded)
2.3.9 Parcel Status
2.3.10 Williamson County Utility Cost
2.3.11 Utility Billing Status

2.4. Weekly Project Status Meetings. The ***Utility Coordinator*** will participate in weekly project status meetings with the County and its Designated Representatives.

2.5. Project Documentation. The ***Utility Coordinator*** will document all attachments and files sent to utilities and will upload all project related documents including, but not limited to, utility as-builts, utility conflict tracker spreadsheets, utility conflict strip maps at design milestone (i.e., schematic, 30%, 60%, 90%, etc.), utility agreement packages, meeting minutes, phone call records, Utility Certifications, etc. in designated project folders in ProjectWise, or other approved County documentation system.

3. UTILITY ADJUSTMENT COORDINATION

Utility Adjustment Coordination activities include, but are not limited to, meeting and contact with utilities on the project, initial project notifications, providing progress reports, preparation of contact lists, preparation of master utility agreements, assistance with permits, reviewing conflicts between the utilities and the Project, resolutions of utility conflicts, creating a utility tracking report, review of the proposed utility adjustments, and recommending the proposed locations of the utility adjustments. The above list of services is general in nature and should not be considered inclusive to the ***Utility Coordinator****'s* responsibilities, as listed in the following scope.

3.1. ***Utility Coordinator*** shall perform utility coordination and liaison activities with involved utility owners, their consultants, Designated Representative, and the County to achieve timely project notifications, formal coordination meetings, conflict analysis and resolution.

3.2. ***Utility Coordinator*** shall coordinate all activities with the County and/or Designated Representative to facilitate the orderly progress and timely completion of the utility coordination phase. The ***Utility Coordinator*** will be responsible for the following:

3.2.1. Initial Project Meeting Attend an initial meeting with county or designated representative, after on-site inspection (when appropriate), to ensure familiarity with existing conditions, governing utility criteria for the project, project requirements or concerns and/or critical deadlines. The ***Utility Coordinator*** will prepare a written report of the meeting.

3.2.2 Project Notifications: Prepare written notification letters at each design milestone, (i.e., schematic, 30%, 60%, 90%, etc.) with associated project information and files, and send to Utility Representatives.

3.2.3. Group & Individual Meetings with Utility Companies, as required, to facilitate utility conflict identification and resolution.

3.2.3.1. Establish contact with existing Utility Companies within and adjacent to the Project and set up utility coordination meetings to discuss concepts and options for conflict mitigation or relocation construction.

3.2.3.2. Schedule and conduct design milestone utility meetings and include the roadway designer (Kick-Off and 60% Design Milestone group meetings, at a minimum).

3.2.4. External Communications: The ***Utility Coordinator*** will coordinate all activities with the County, Designated Representative, County contracted design firms, County utility providers, or other contractors or representatives, as authorized by the County or Designated Representative. The ***Utility Coordinator*** will also provide

copies of reports, correspondence and other documentation of work-related communications between the ***Utility Coordinator***, utility owners and other outside entities when requested by the County.

3.3. The ***Utility Coordinator*** shall determine which utilities will conflict with proposed construction and make the utility company aware of these conflicts based on governing utility criteria established in Initial Project Meeting. The ***Utility Coordinator*** shall assist the utility companies in the preparation of required agreements associated with the funding of adjustments and the occupation of public right of way.

3.4. Utility Agreement Assemblies: A packaged agreement consisting of (if Applicable) a Standard Utility Adjustment Agreement along with the following attachments, Attachment "A" Plans, Specifications, and Estimated Cost, Attachment "B" Utility's Schedule of Work and Estimated Date of Completion, Attachment "C" Eligibility Ratio, Attachment "D" Betterment Calculation and Estimates, Attachment "E" Proof of Property Interest, Quitclaim, Joint-Use Agreement and/or Permit, and Field Notes for quitclaim portion of easement.

3.4.1. The ***Utility Coordinator,*** in coordination with the County and its Designated Representative, shall determine the appropriate forms to be used on each assigned project and which utilities will be installed by "Agreement", by "Permit", or by "ILA". The ***Utility Coordinator*** shall review and process all agreement and permit requests and forward to the County or its Designated Representative or TxDOT if the project is on-system project for final approval.

3.4.2. Utility Agreements: If a utility is located within an easement, the ***Utility Coordinator*** shall determine whether a compensable interest exists and the owner's degree of eligibility. The ***Utility Coordinator*** shall assist the utility company with adjustment plans and cost estimate for these adjustments. The ***Utility Coordinator*** shall review plans to ensure compliance with the County Utility Design Criteria Guidelines or governing agency utility criteria, if applicable, and to ensure that the proposed adjustments will not conflict with roadway construction. The ***Utility Coordinator*** will submit 4 original Standard Utility Agreement packages along with attachments to the County or its Designated Representative by letter recommending approval.

3.4.3. Non-Reimbursable Utility Adjustments. The ***Utility Coordinator*** will furnish the appropriate Utility Installation Permit form to the utility company and assist them with adjustment plan preparation. The ***Utility Coordinator*** shall review plans to ensure compliance with the County Utility Design Criteria Guidelines or the governing agency utility criteria, if applicable, and to ensure that the proposal will not conflict with roadway construction. The ***Utility Coordinator*** will submit the permit to the County or its Designated Representative by letter recommending approval.

3.4.4. Interlocal Agreements (ILA): If it is determined that the utility will be adjusted as part of the roadway contract, the County or its Designated Representative shall be notified immediately. The ***Utility Coordinator*** shall determine what funding amount is required based upon the applicable betterment or eligibility ratio and

provide that information to the County and its Designated Representative. The County or its designated representative will negotiate and secure the ILA with each respective Utility Owner. A copy of the final ILA will be provided to the ***Utility Coordinator*** upon execution.

3.5. Utility Tracking Reports. The ***Utility Coordinator*** will prepare and maintain a utility tracking report for each assigned project. The tracking report must be in an Excel spreadsheet format and will be updated monthly. The utility tracking report will include the following:

3.5.1. Utility Owner and Contact Information
3.5.2. Meetings and Written Notifications
3.5.3. Agreement Information
3.5.4. Utility Billings

3.6. Utility Billings. The ***Utility Coordinator*** will receive and review all invoices sent by reimbursable utilities for accuracy and compliance with the executed utility agreements and as per Williamson County Vendor Policy. If needed, the ***Utility Coordinator*** will request any missing documentation required to support the invoice from the Utility Owner. After five (5) business days, the ***Utility Coordinator*** will process the invoice with the documentation provided, even as a short pay, until all support documentation is secured. The invoice submittal will include all supporting documentation received to date, recommendation for payment, partial payment form and a payment summary and will be forwarded to the County or its Designated Representative for approval and payment.

3.7. Utility Certification/Special Provisions: The ***Utility Coordinator's*** Project Manager or P.E. shall submit upon request from the County, a Utility Clearance Certification. Utility Clearance Certification will certify that utilities are clear for roadway construction. However, if the utility adjustments are not complete prior to roadway project letting, a letter will be required outlining all outstanding utility conflicts and their effects on roadway construction.

4. SUBSURFACE UTILITY ENGINEERING.

Subsurface Utility Engineering services includes utility investigations subsurface and above ground prepared in accordance with AASHTO standards and Utility Quality Levels as defined in the Utilities Section of the Design Criteria Manual.

Based on the review of existing utilities and proposed roadway design, bridge design, drainage design, and other potential conflicts for utilities, the ***Utility Coordinator*** will recommend required test holes after completion of 60% conflict assessment. The ***Utility Coordinator*** will coordinate with the appropriate Utility Owner to utilize internal work forces to perform required test holes for verification of its facilities.

If requested, the ***Utility Coordinator*** will coordinate with the County and/or its Designated Representative to provide the required test holes. A sketch of the area to be included for the proposed test hole locations "Level A" will be provided prior to the start of the work and must

be approved by the County and/or its Designated Representative. The County or its Designated Representative will provide comments or approval of test hole plan within five (5) business days.

4.1. Subsurface Utility Designate Service (Quality Level B). Designate means to indicate the horizontal location of underground utilities by the application and interpretation of appropriate non-destructive surface geophysical techniques and reference to established survey control. Designate (Quality Level B) Services are inclusive of Quality Levels C and D. The ***Utility Coordinator*** shall:

4.1.1. As requested by the County, compile "As Built" information from plans, plats and other location data as provided by the utility owners.

4.1.2. Coordinate with utility owner when utility owner's policy is to designate their own facilities at no cost for preliminary survey purposes. The ***Utility Coordinator*** will examine utility owner's work to ensure accuracy and completeness.

4.1.3. Designate, record and mark the horizontal location of the existing utility facilities and their service laterals to existing buildings using non-destructive surface geophysical techniques. No storm sewer facilities are to be designated unless authorized by the County. A non-water base paint, utilizing the APWA color code scheme, must be used on all surface markings of underground utilities.

4.1.4. Correlate utility owner records with designating data and resolve discrepancies using professional judgment. A color-coded composite utility facility plan with utility owner names, quality levels, line sizes and subsurface utility locate (test hole) locations, if applicable will be prepared and delivered to the County or its Designated Representative. It is understood by both the ***Utility Coordinator*** and the County that the line sizes of designated utility facilities detailed on the deliverable are from the best available records and that an actual line size is normally determined from a test hole vacuum excavation. A note must be placed on the designate deliverable only that states "lines sizes are from best available records". All above ground appurtenance locations must be included in the deliverable to the County. This information will be provided in Microstation, Geopak or other applicable County/County's Design Consultant CADD system. The electronic file will be uploaded to Project Wise. A hard copy is required and must be sealed and dated by the ***Utility Coordinator***. When requested by the County or its Designated Representative, the designated utility information must be over laid on the County design plans.

4.1.5. Determine and inform the County of the approximate utility depths at critical locations as determined by the County or its Designated Representative. This depth indication is understood by both the ***Utility Coordinator*** and the County and its Designated Representative to be approximate only.

4.1.6. Clearly identify all utilities that were discovered from quality levels C and D investigation but cannot be depicted in quality level B standards. These utilities must have a unique line style and symbology in the designate (Quality Level B) deliverable.

4.2. Subsurface Utility Locate (Test Hole) Service (Quality Level A). Locate means to obtain precise horizontal and vertical position, material type, condition, size and other data that may be obtainable about the utility facility and its surrounding environment through exposure by nondestructive excavation techniques that ensures the integrity of the utility facility. All

test holes will be tied to project survey control provided by the County or its Designated Representative.

Subsurface Utility Locate (Test Hole) Services (Quality Level A) are inclusive of Quality Levels B, C, and D. The ***Utility Coordinator*** shall:

4.2.1. Review requested test hole locations and advise the County and/or its Designated Representative in the development of an appropriate locate (test hole) work plan relative to the existing utility infrastructure and proposed highway design elements.

4.2.2. Coordinate with utility owner inspectors as may be required by law or utility owner policy

4.2.3. Neatly cut and remove existing pavement material, such that the cut not exceed 1 square foot unless unusual circumstances exist.

4.2.4. Measure and record the following data, as required, on an appropriately formatted test hole data sheet and upload to design project folder in ProjectWise.

4.2.4.1. Elevation of top and/or bottom of utility tied to the datum of the furnished plan.

4.2.4.2 Identify a minimum of two benchmarks utilized. Elevations shall be within an accuracy of 0.05 feet of utilized benchmarks.

4.2.4.3. Elevation of existing grade over utility at test hole location.

4.2.4.4. Horizontal location referenced to project coordinate datum.

4.2.4.5. Outside diameter of pipe or width of duct banks and configuration of non-encased multi-conduit systems.

4.2.4.6. Utility facility material(s).

4.2.4.7. Utility facility condition.

4.2.4.8. Pavement thickness and type.

4.2.4.9. Coating/Wrapping information and condition.

4.2.4.10. Unusual circumstances or field conditions.

4.2.4.11. Excavate test holes in such a manner as to prevent any damage to wrappings, coatings, cathodic protection or other protective coverings and features.

4.2.5. Be responsible for any damage to the utility during the locating process. In the event of damage, the ***Utility Coordinator*** shall stop work, notify the appropriate utility facility owner, the County, Designated Representative and appropriate regulatory agencies. The regulatory agencies include but are not limited to the Texas Railroad Commission and the Texas Commission on Environmental Quality. The ***Utility Coordinator*** will not resume work until the utility facility owner has determined the corrective action to be taken. The ***Utility Coordinator*** shall be liable for all costs involved in the repair or replacement of the utility facility.

4.2.5.1. Backfill all excavations with appropriate material, compact backfill by mechanical means and restore pavement and surface material. The ***Utility Coordinator*** shall be responsible for the integrity of the backfill and surface restoration for a period of three (3) years.

4.2.5.2 Provide complete restoration of work site and landscape to equal or better condition than before excavation. If a work site and landscape is not

appropriately restored, the ***Utility Coordinator*** shall return to correct the condition at no extra charge to the County.

4.2.5.3. Plot utility location position information to scale and provide an updated Utility Layout. This information will be provided in PDF, Microstation or other CADD System format used by the County.

4.3. Ground Penetrating Radar. Subsurface utility investigation using Ground Penetrating Radar (GPR) can be provided in locations where conventional electromagnetic pipe and cable locators are not successful, dependent on soil conditions. A typical example of this would be when non-conductive utility features require investigation (i.e., PVC water line without trace wires). Soil conditions in Williamson County are not ideal for GPR use, but it has been used successfully in certain areas to assist with utility designating.

4.3.1. GPR services include providing physical designation of horizontal locations of the subject utility line that is then surveyed to project control.

4.3.2. GPR data does not provide vertical locations to the standard required for design purposes.

4.3.3. Post processing of GPR data and submittal of GPR image files are not included in this scope.

5. UTILITY ENGINEERING.

Utility Engineering includes the identification of utility conflicts, coordination and resolution of utility conflicts, preparation of utility layouts and exhibits, review of utility relocation plans and estimates, and assisting in the utility adjustment coordination effort. The ***Utility Coordinator*** shall coordinate all activities with the County and/or Designated Representative to facilitate the orderly progress and timely completion of the utility coordination phase. Coordination of utility engineering activities includes:

5.1. Utility Layout: The ***Utility Coordinator*** shall maintain a utility layout in the latest version of Microstation V8 or AutoCAD. This layout shall include all existing utilities which are to remain in place, be relocated, or be abandoned. This layout will be utilized to confirm and evaluate alternatives. The ***Utility Coordinator's*** Project Manager or registered

Professional Engineer (P.E.) will utilize the layout of existing utilities and determine the following:

5.1.1. Facilities in conflict with the proposed project that are to be relocated.

5.1.2. Facilities to be abandoned in place.

5.1.3. Facilities to remain in service and in place.

5.1.4. As part of the QA/QC process, the ***Utility Coordinator's*** Project Manager or P.E. shall make reasonable effort, per industry standards, for identifying all utilities and conflicts within the project corridor. In the event there are any unidentified utilities discovered during the project which will require relocation, the ***Utility Coordinator*** shall notify the County and/or its Designated Representative immediately upon discovery.

5.2. Conflict Assessment. The ***Utility Coordinator*** will utilize the Utility Layout and prepare a Utility Conflict Matrix that summarizes the list of utility conflicts by owner, conflict type and station limits. This conflict assessment will be forwarded to the utility owners within the

project limits, along with the Utility Layout, within a two (2) week turnaround from received design milestone submittal. The utility layout and conflict matrix will be sent with written notification to all utility owners and uploaded to ProjectWise.

5.2.1. The ***Utility Coordinator*** will secure the latest version of the Road and Bridge's electronic file release waiver from each utility requesting electronic design files. Upon approval of release form by the County or its Designated Representative, the ***Utility Coordinator*** will provide the requested files to the utility and upload a *.zip file of the submittal to ProjectWise.

5.3. Group & Individual Meetings with Utility Companies, as required, to facilitate utility conflict identification and resolution.

5.3.1. Establish contact with existing Utility Companies within and adjacent to the Project and set up utility coordination meetings to discuss concepts and options for construction.

5.3.2. Set agenda and sign-in sheet for all coordination meetings.

5.3.3. Evaluate alternatives in the adjustment of utilities balancing the needs of both the County and the Utility.

5.3.4. Establish and promote the desired agenda and methodologies for utility construction within the project.

5.3.3 Provide meeting minutes within five (5) business days to all attendees.

5.4. Proposed Utility Corridor Typical Section. The ***Utility Coordinator*** will prepare a Proposed Utility Corridor Typical Section in the latest version of Microstation or AutoCAD, as needed, when cross sections are made available by the design engineer. The Proposed Utility Corridor Typical Section will be presented at the 60% Design Milestone Meeting for review and concurrence by utility owners. The section will help identify and establish sequence of construction for all utility relocation work, whether it is included as a part of the Project construction or not. The section will incorporate the following information:

5.4.1. Existing and proposed utility alignments in cross-sectional view

5.4.2. Existing and proposed roadway features in cross-sectional view

5.4.3. Identify which utilities will be built as part of the contract

5.4.4. Identify which facilities will be relocated prior to construction

5.5. Review of Utility's Proposed Adjustments

5.5.1. Evaluate Alternatives: The ***Utility Coordinator*** will evaluate relocation plans and consider alternatives in the adjustment of utilities that balances the needs of both the County and the Utility.

5.5.2. Review Estimates and Schedules: The ***Utility Coordinator*** will review the utility adjustment estimates for reasonableness of cost and the timely scheduling of the adjustment.

5.5.3. Review Plans to confirm all conflict locations have been addressed and relocations comply with County Utility Design Criteria Guidelines or governing agency utility criteria, if applicable. The responsibility for quality and accuracy of Utility adjustment plans will remain with the Utility Company.

5.5.4. Review Traffic Control Plans. The ***Utility Coordinator*** shall ensure traffic control

plans meet with the regulations of the most recent edition of the "Texas Manual on Uniform Traffic Control Devices". The ***Utility Coordinator*** must coordinate approval from the County or its Designated Representative concerning the proposed method of handling traffic prior to allowing commencement of work.

6. UTILITY DESIGN.

The ***Engineer*** will coordinate and develop PS&E for utilities to be included in the construction contract for the County upon written request by the Utility Owner and/or the County. All joint bid utility plan requests are to be approved by the County or Designated Representative prior to commencing work.

6.1. The ***Engineer*** shall develop PS&E and special details to accommodate or adjust utilities, including but not limited to fiber optic, communications, gas, water or wastewater. Prior to developing any special utility detail or PS&E set, the ***Engineer*** shall notify the County and its Designated Representative in writing regarding each utility conflict that may require an accommodation. As directed by the County or its Designated Representative, the ***Engineer*** shall coordinate with each utility to develop each PS&E package and special details. The ***Engineer*** shall develop each utility detail or PS&E package in compliance with the County or governing agency guidelines.

6.2. The ***Engineer*** shall prepare General Notes and shall provide a list of governing specifications and special provisions. The ***Engineer*** shall prepare each plan sheet, detail sheet, special specification, special provision, and special note required to incorporate the utility designs into the County's plans. If necessary, the ***Engineer*** shall provide any required Utility Certifications. The ***Engineer*** shall prepare a Construction Time Determination schedule for each utility relocation design required to incorporate into the County's construction schedule.

6.3. The ***Engineer*** shall provide quantities for construction bid items, as well as estimate of probable costs, starting at the 60% design submittal.

6.4. The *Engineer* should submit plans at each respective design milestone to the Utility Owner, the ***Utility Coordinator*** and the County or Designated Representative for review. The ***Utility Coordinator*** and the County or Designated Representative shall provide written comments on the plan submittal within five (5) business days from receipt.

6.5. The ***Engineer*** cannot perform utility design if that individual had a role in utility coordination on the project.

7. UTILITY PLANNING AND RESEARCH.

Planning services consist of performing research, identifying potential conflicts and preparing estimates of the costs of utility avoidance, protection, and/or relocation to assist with the development of the County's Road and Bridge. Utility data collection will be based on information provided on proposed projects, from schematic or conceptual-level design drawings to project location with scope of proposed improvements. Research — Utility Data Collection

(Planning) services include:

7.1. Initial Project Meeting. The ***Utility Coordinator*** will meet with the County or its Designated Representative to obtain project information and establish communication and documentation requirements.

7.2. Utility Data Collection. The ***Utility Coordinator*** will research records of properties and utilities within the estimated limits of the project area and:
- 7.2.1. Identify all utility service providers within the project area
- 7.2.2. Determine the existence and approximate location of utilities and easement.
- 7.2.3. Perform a visual inspection of the project area on-site and/or using available GIS map, aerial photography, and utility records to identify conflicts.

7.3. Evaluation of Utility Data. The ***Utility Coordinator*** will summarize utility conflicts and relocation responsibilities, cost estimates, and alternatives for the proposed project
- 7.3.1. Utilities within easement (compensable interest):
  - 7.3.1.1. Present and discuss alternatives with the County and its Designated Representative for redesign options to avoid utility relocations or to minimize utility relocation costs.
  - 7.3.1.2. Provide utility relocation cost estimates for those utilities that will have to be relocated or require additional protection measures to remain in place.
- 7.3.2. Utilities within existing right-of-way:
  - 7.3.2.1. Present and discuss alternatives with the County and its Designated Representative for utility relocation options, including redesign.
  - 7.3.2.2. Obtain utility service providers' relocation policies and procedures and estimated duration for completing relocation design and construction.

7.4. Summary Report. The ***Utility Coordinator*** will prepare a summary report of all utility documentation and findings obtained and developed and provide copies to the County and its Designated Representative upon completion of the research.

8. FIELD SURVEYING.

The ***Utility Coordinator*** will provide field surveying, at the request of the County or its Designated Representative, to assist in utility coordination during any phase of a County Project —planning, design, and/or construction. The ***Utility Coordinator*** will only provide such services to the County when requested and authorized in writing. Field surveying services include, but are not limited to:

8.1. Metes and Bounds Descriptions. The ***Surveyor*** will prepare metes and bounds descriptions and exhibits for utility easements, as requested and authorized by the County and/or its Designated Representatives.

8.2. Right-of-Way (ROW) Staking. The ***Surveyor*** will provide ROW staking services for Utility Relocations, as requested and authorized by the County and/or its Designated Representatives.

8.3. Utility Relocation Verification. The ***Surveyor*** can provide survey of utility relocations at critical locations, as requested and authorized by the County and/or its Designated Representatives.

9. RIGHT-OF-WAY (ROW) COORDINATION.

The ***Utility Coordinator*** will coordinate with the County or its Designated Representative regarding right-of-way and easement acquisitions for each project assigned. This coordination will include, but is not limited to:

9.1. Status of utility easement acquisitions

9.2. Clearance of structures for utility relocations as a part of ROW acquisition

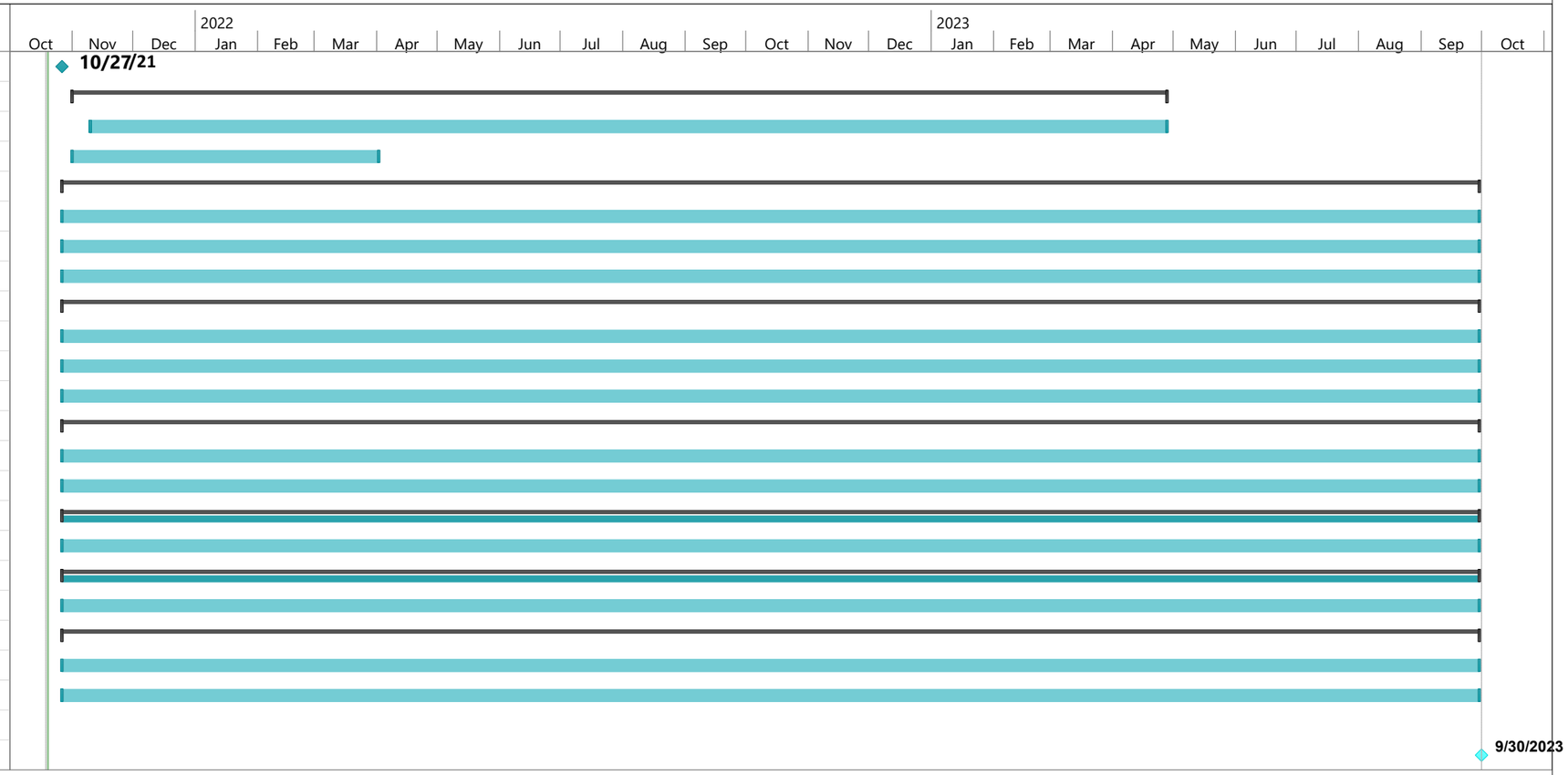
9.3. ROW acquisition schedule and priorities for utility relocations

9.4. Preparation of exhibits to assist in ROW or easement acquisition process

9.5. Meetings with the County of its Designated Representative, as needed, to review ROW Acquisition and utility status

9.6. Right-of-way or easement acquisition services, as needed

ID	Task Name
1	Notice to Proceed
2	**UTILITY PROGRAM MANAGEMENT**
3	ANNUAL UTILITY MEETING
4	UTILITY AGREEMENT FORMS
5	**PROGRAM MANAGEMENT AND COORDINATION**
6	PROJECT QA/QC
7	WEEKLY PROJECT STATUS MEETINGS & REPORTS
8	PROJECT DOCUMENTATION
9	**UTILITY ADJUST COORDINATION**
10	UTILITY COORDINATION ACTIVITIES & MEETINGS
11	UTILITY AGREEMENT ASSEMBLIES
12	UTILITY TRACKING
13	**SURBSURFACE UTILITY ENGINEERING**
14	QUALITY LEVEL B
15	QUALITY LEVEL A
16	**UTILITY ENGINEERING**
17	UTILITY LAYOUT
18	**CONFLICT ASSESSMENT**
19	INDIVIDUAL UTILITY MEETINGS
20	**UTILITY PLANNING AND RESEARCH**
21	UTILITY DATA COLLECTIONS
22	EVALUATION OF UTILITY DATA
23	**RIGHT-OF-WAY COORDINATION**
24	Work Authorization Termination



Williamson County
Road & Bridge
Utility Coordination & Engineer

Task	Project Summary	Manual Task	Start-only	Deadline
Split	Inactive Task	Duration-only	Finish-only	Progress
Milestone	Inactive Milestone	Manual Summary Rollup	External Tasks	Manual Progress
Summary	Inactive Summary	Manual Summary	External Milestone

Cobb, Fendley & Associates, Inc.
Utilty Coordination & Engineering

ATTACHMENT D
FEE SCHEDULE

Work Authorization No. 6
William County Road & Bridge

Utility Coordination & Engineering Services

Description of Work Task	Senior Project Manager	Senior Engineer	Project Engineer III	Project Engineer II	Project Engineer I	Senior Utility Specialist	Utility Specialist	Senior Technician	Technician III	Technician II	Technician I	Right-of-Way Project Manager	Right-of-Way Agent	Registered Professional Land Surveyor	2-Person Field Services Crew	1-Person Field Services Crew	Two-Man Designating Crew (4 hr min)	One-Man Designating Crew (4 hr min)	Vacuum Ex Truck w/ 2 Techs (Vac 3000 & 4000) (4 hr min)	Vacuum Ex Truck w/ 2 Techs (Vac 6000) (4 hr min)	Ground Penetrating Radar w/ 1 Tech (4 hr min)	Administrative	Clerical	Total Hours	Total Cost
	$235.00	$195.00	$170.00	$150.00	$125.00	$155.00	$125.00	$145.00	$125.00	$115.00	$95.00	$235.00	$140.00	$170.00	$145.00	$120.00	$170.00	$110.00	$295.00	$315.00	$260.00	$105.00	$80.00		
UTILITY PROGRAM MANAGEMENT	4	6	0	0	4	0	6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	**21**	$ 3,440.00
PROJECT MANAGEMENT AND COORDINATION	15	6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4	8	**33**	$ 5,755.00
UTILITY ADJUSTMENT COORDINATION	4	6	0	0	15	15	10	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	6	**56**	$ 8,040.00
UTILITY ENGINEERING	4	6	6	6	12	5	8	10	15	5	10	0	0	0	0	0	0	0	0	0	0	0	5	**92**	$ 12,555.00
RESEARCH - UTILITY DATA COLLECTION (PLANNING)	2	5	0	6	12	5	10	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	5	**45**	$ 6,270.00
RIGHT-OF-WAY (ROW) COORDINATION	2	4	0	0	0	5	12	0	0	0	0	6	6	0	0	0	0	0	0	0	0	0	5	**40**	$ 6,175.00
SUBSURFACE UTILITY ENGINEERING (SUE)	2	15	0	0	0	0	10	6	6	15	15	0	0	6	10	8	8	8	15	15	8	0	5	**152**	$ 26,715.00
Total Hours	**33**	**48**	**6**	**12**	**43**	**30**	**56**	**16**	**21**	**20**	**25**	**6**	**6**	**6**	**10**	**8**	**8**	**8**	**15**	**15**	**8**	**4**	**35**	**439**	
Cost	$7,755	$9,360	$1,020	$1,800	$5,375	$4,650	$7,000	$2,320	$2,625	$2,300	$2,375	$1,410	$840	$1,020	$1,450	$960	$1,360	$880	$4,425	$4,725	$2,080	$420	$2,800		**$ 68,950.00**

Other Direct Expenses

			CobbFendley	
Description	**Unit Cost**	**Units**	**Quantity**	**Total**
In-House Reproduction:				
Copies (up to 11"x17")	$ 0.15	each	120	$18.00
Color Prints (up to 11"x17")	$ 1.50	each	45	$67.50
Color Prints (Larger than 11"x17")	$ 3.00	sq. ft.	90	$270.00
Standard Postage	$ 0.50	each	30	$15.00
Express Mail (billed at cost - estimated cost shown)	$ 25.50	each	9	$229.50
Local Deliveries (billed at cost - estimated cost shown)	$ 25.00	each	3	$75.00
Mileage (billed at IRS approved rate - estimated cost shown)	$ 0.585	mile	900	$526.50
Designation & Traffic Control Vehicle	$ 3.50	mile	150	$525.00
Location Vehicle (Vac Truck)	$ 6.50	mile	150	$975.00
Traffic Control (Lane Closures, etc.) (billed at cost - estimated cost shown)	$ 1,500.00	each	6	$9,000.00
Permits (Local, State, etc.) (billed at cost - estimated cost shown)	$ 350.00	each	3	$1,050.00
				$12,751.50

Work Authorization Total **$ 81,701.50**

Commissioners Court - Regular Session **33.**

Meeting Date: 11/02/2021

Alliance 2576 WA3 HSIP

Submitted For: Robert Daigh **Submitted By:** Vicky Edwards, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Work Authorization No 3 in the amount of $50,000.00 to expire December 31, 2023 under Williamson County Contract for Engineering Services between Alliance Transportation Group and Williamson County dated March 10, 2020 for Ronald Reagan and Chandler Road Highway Safety Improvement Program. Funding source: 01.0200.0210.004100.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Alliance 2576 WA3 HSIP

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	10/27/2021 08:57 AM
County Judge Exec Asst.	Becky Pruitt	10/27/2021 11:08 AM
Form Started By: Vicky Edwards		Started On: 10/26/2021 02:16 PM
Final Approval Date: 10/27/2021		

WORK AUTHORIZATION NO. 3

PROJECT: Ronald Reagan & Chandler Road HSIP Projects

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated **March 10, 2020 (and amended March 23, 2021)** and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Alliance Transportation Group, Inc.** (the "Engineer").

Part 1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

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

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

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

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

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

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

EXECUTED this ____ day of _____, 2021.

ENGINEER:	COUNTY:
Alliance Transportation Group, Inc.	Williamson County, Texas
By: _____ Signature	By: _____ Signature
Gayle L. Heath Printed Name	Bill Gravell, Jr. Printed Name
Chief Executive Officer Title	Williamson County Judge Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

Attachment A

Services to be Provided by County

Williamson County Road & Bridge Division personnel will provide:

- Name, address, and phone number of the County's Project Manager
- Plans, crash data, and/or other documentation which would assist in the completion of the project
- Review recommendations offered by the Engineer and approve or reject any or all work performed under this work authorization
- Periodically review progress of work

Attachment B

Services to be Provided by the Engineer

Task 1: Project Management

- ATG shall prepare monthly invoices and progress reports.
- ATG shall maintain a detailed project schedule.
- ATG shall perform detailed quality control/assurance reviews of each deliverable.
- ATG shall attend progress review/status meetings with County staff as required.

Task 2: Chandler Road PS&E

- ATG will prepare plans, specifications, and estimates (PS&E) for the installation of profile edgeline and centerline pavement markings on Chandler Road between SH 130 and Old CR 366 (approximately 8.4 miles). The design will be drawn over aerial imagery. The PS&E will be prepared in accordance with design standards and specifications promulgated by the Texas Department of Transportation. Deliverables will include PS&E packages developed to 60% level of detail, 90% level of detail, and 100% level of detail. The 100% plans shall be signed and sealed by a Professional Engineer licensed to practice in the State of Texas.

Task 3: Ronald Reagan PS&E

- ATG will prepare PS&E for the installation of flashing beacon warning assemblies at the intersection of Ronald Reagan Boulevard and CR 234. The flashing beacons shall include one advance flashing assembly and one stop sign flashing assembly on each CR 234 approach. The flashing assemblies shall be solar-powered. The design will be drawn over aerial imagery. The PS&E will be prepared in accordance with design standards and specifications promulgated by the Texas Department of Transportation. Deliverables will include PS&E packages developed to the 60% level of detail, 90% level of detail, and 100% level of detail. The 100% plans shall be signed and sealed by a Professional Engineer licensed to practice in the State of Texas.

Task 4: TxDOT Documentation & Coordination

- ATG shall coordinate with the Texas Department of Transportation (TxDOT) on matters related to the project development process. ATG shall complete forms, documents, requests, etc. as required to ensure the project meets TxDOT's requirements for letting.

The scope of work does not include the following items:

- Topographic, right of way, and/or utility survey
- Roadway, structural, and/or drainage design
- Right of way or easement acquisition
- Environmental analysis and/or public involvement
- Geotechnical investigations
- Utility relocations/coordination

Attachment C

Work Schedule

The Engineer shall commence work upon receipt of executed agreement between County and Engineer. The Engineer shall maintain the pace of work required to maintain TxDOT's anticipated letting schedule for the projects. The Engineer shall develop a detailed schedule for review and approval by County and TxDOT prior to beginning design work. The Engineer shall update the detailed schedule as required.

CSJ: 0914-05-213
Chandler Road from SH 130 to Old CR 366
TxDOT Anticipated Letting Month: August 2023

CSJ: 0914-05-214
Ronald Reagan Boulevard at CR 234
TxDOT Anticipated Letting Month: September 2023

Attachment D

Fee Schedule

The services provided for in this work authorization shall be paid for on a specified rate basis not to exceed the amounts budgeted in each task.

Task Number	Task Name	Budget
1	Project Management	$9,000.00
2	Chandler Road PS&E	$20,000.00
3	Ronald Reagan PS&E	$12,000.00
4	TxDOT Documentation & Coordination	$9,000.00
	Total	**$50,000.00**

Rate Schedule – Alliance Transportation Group, Inc.

Labor Classification	Labor Rate
Project Principal	$ 294
Senior Project Manager	$ 278
Project Manager	$ 252
Senior Engineer	$ 218
Project Engineer	$ 197
Traffic Engineer	$ 165
Engineer-in-Training	$ 127
Senior Engineering Technician	$ 147
Engineering Technician	$ 107
Jr Engineering Technician	$ 66
Project Administrator	$ 112
Clerical	$ 87
Planner I/II	$ 107
Planner III	$ 137
Travel Demand Modeler I/II	$ 142
Travel Demand Modeler III	$ 183
Sr Travel Demand Modeler/Planner	$ 216

Commissioners Court - Regular Session **34.**

Meeting Date: 11/02/2021

Replat 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 replat for the Santa Rita Ranch Phase 4 Section 1 subdivision – Precinct 3.

Background

This is a replat of the Santa Rita Ranch Phase 4 Section 1 subdivision that was previously approved on September 28, 2021. The purpose of this replat is to divide amenity lot 47 into 47A and 48A, and to revise bearing and distance information along the right-of-way boundaries.

Timeline

2021-10-06 – initial submittal of the replat
2021-10-18 – 1st review complete with comments
2021-10-26 – 2nd submittal of replat
2021-10-28 – 2nd review complete with comments
2021-10-28 – 3rd submittal of replat with signatures
2021-10-28 – 3rd review complete with comments cleared
2021-10-28 – replat placed on the November 2, 2021 Commissioners Court agenda for consideration

Fiscal Impact

From/To	Acct No.	Description	Amount

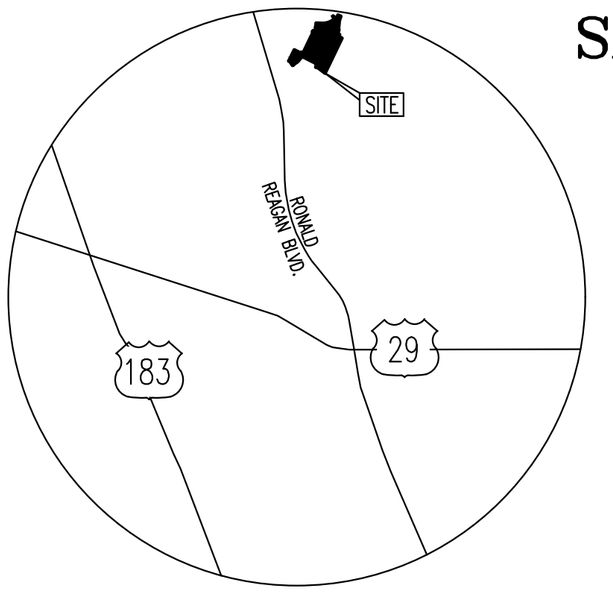
Attachments

replat - Santa Rita Ranch Ph 4 Sec 1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	10/28/2021 12:01 PM
Form Started By: Adam Boatright		Started On: 10/28/2021 11:42 AM
Final Approval Date: 10/28/2021		

SANTA RITA RANCH PHASE 4, SECTION 1
REPLAT



LEGEND

●	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

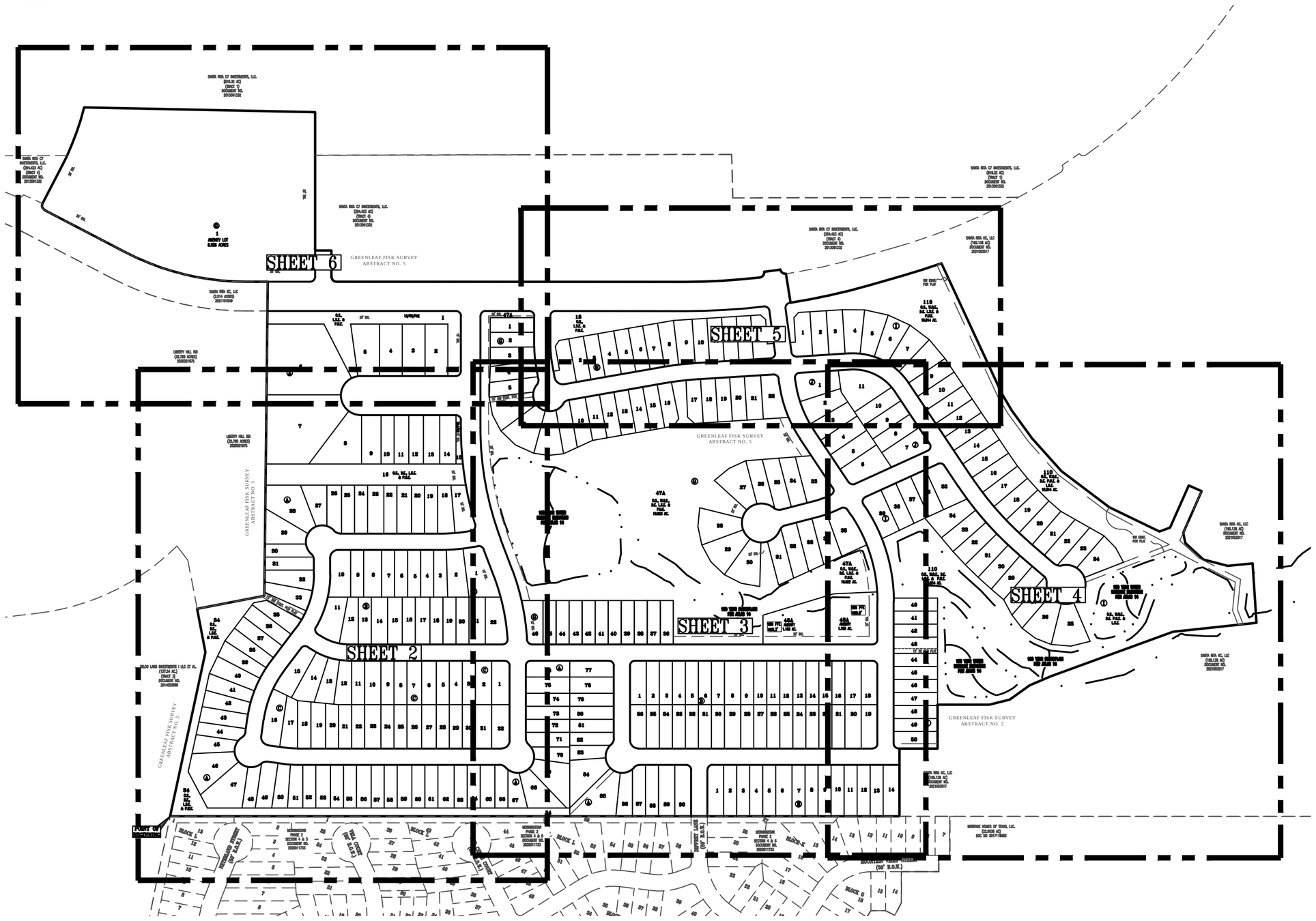


SCALE: 1" = 300'

GRAPHIC SCALE

300 0 150 300 600 1200

(IN FEET)
1 inch = 300 ft.



DATE: OCTOBER 26, 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	319
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:	2

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 10

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
REPLAT

SCALE: 1" = 100'

GRAPHIC SCALE

100 0 50 100 200 400

(IN FEET)
1 inch = 100 ft.

LEGEND

●	CAPPED 1/2" IRON ROD SET	P.U.E.	PUBLIC UTILITY EASEMENT
○	CAPPED 1/2" IRON ROD FOUND	D.E.	DRAINAGE EASEMENT
1	LOT NUMBER	W.Q.E.	WATER QUALITY EASEMENT
Ⓐ	BLOCK DESIGNATION	L.S.E.	LANDSCAPE EASEMENT
B.S.L.	BUILDING SETBACK LINE	· · · · ·	APPROXIMATE LOCATION OF PROPOSED SIDEWALK
		MIN FFE XXX.X'	MINIMUM FINISHED FLOOR ELEVATION

MATCH LINE SHEET 6

MATCH LINE SHEET 3

LIBERTY HILL ISD
(32.790 ACRES)
2020021675

GREENLEAF FISK SURVEY
ABSTRACT NO. 5

WILCO LAND INVESTMENTS I LLC ET AL.
(137.54 AC.)
(TRACT 3)
DOCUMENT NO.
2014003888

GREENLEAF FISK SURVEY
ABSTRACT NO. 5

EXPLORATION CIRCLE
(120' R.O.W.)

PICKRELL LOOP (60' R.O.W.)

PICKRELL LOOP (50' R.O.W.)

BANYON DRIVE (50' R.O.W.)

NETERLAND STREET
(50' R.O.W.)

VELA COURT
(50' R.O.W.)

RED CEDAR COURT
(50' R.O.W.)

MORNINGSTAR
PHASE 2
SECTION 4 & 5
DOCUMENT NO.
2020011733

O.S., D.E., L.S.E. & P.U.E.

POINT OF BEGINNING

N19°52'49"W 965.07'

N58°36'51"E 210.37'

N08°19'43"W 515.31'

S69°30'02"W 224

1227.26'

S69°30'03"W 1112.87'

SHEET NO. 2 OF 10

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
REPLAT

SCALE: 1" = 100'

GRAPHIC SCALE

100 0 50 100 200 400

(IN FEET)
1 inch = 100 ft.

LEGEND

●	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

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

47A
O.S., W.Q.E., D.E. L.S.E. & P.U.E.
10.923 AC.

100 YEAR WATER SURFACE ELEVATION PER ATLAS 14

100 YEAR FLOODPLAIN PER ATLAS 14

47A
O.S., W.Q.E., D.E. L.S.E. & P.U.E.
10.922 AC.

48A
AMENITY
1.100 AC.

48A
AMENITY
1.100 AC.

PICKRELL LOOP (50' R.O.W.)

LOS OLIVES LANE (50' R.O.W.)

BANYON DRIVE (50' R.O.W.)

DIPPREY LANE (50' R.O.W.)

MORNINGSTAR PHASE 2 SECTION 4 & 5 DOCUMENT NO. 2020011733

MATCH LINE SHEET 2

MATCH LINE SHEET 4

SHEET NO. 3 OF 10

Carlson, Brigance & Doering, Inc.
FIRM ID #F3791 ◆ REG. # 10024900
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5501 West William Cannon ◆ Austin, Texas 78749
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J:\AC3D\5210\Survey\SANTA RITA PHASE 4, SECTION 1 PLAT

SANTA RITA RANCH PHASE 4, SECTION 1
REPLAT

SCALE: 1" = 100'

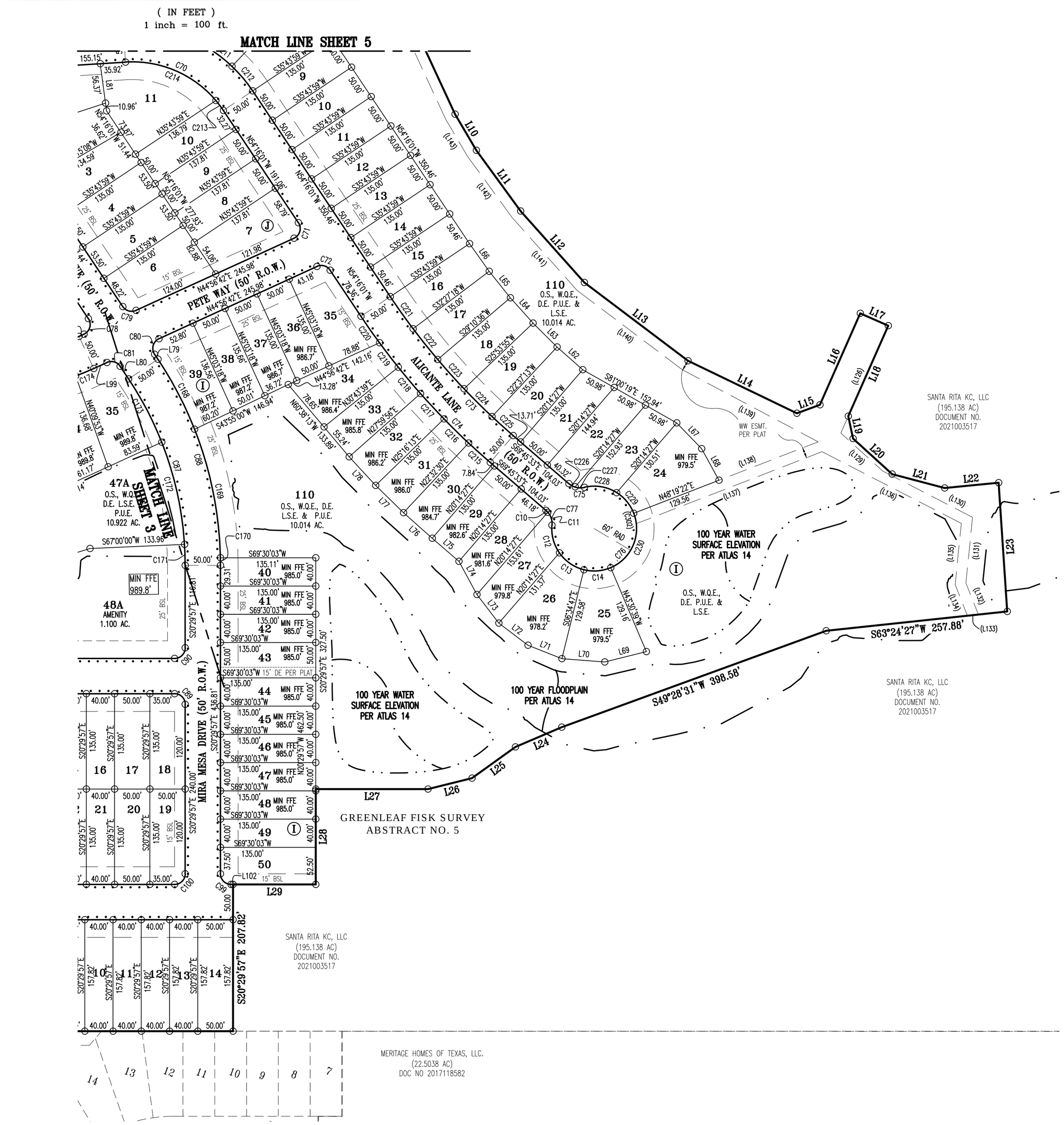
GRAPHIC SCALE

100 0 50 100 200 400

(IN FEET)
1 inch = 100 ft.

LEGEND

- ● 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 10

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J:\AC3D\5210\Survey\SANTA RITA PHASE 4, SECTION 1 PLAT

SANTA RITA RANCH PHASE 4, SECTION 1
REPLAT

SCALE: 1" = 100'

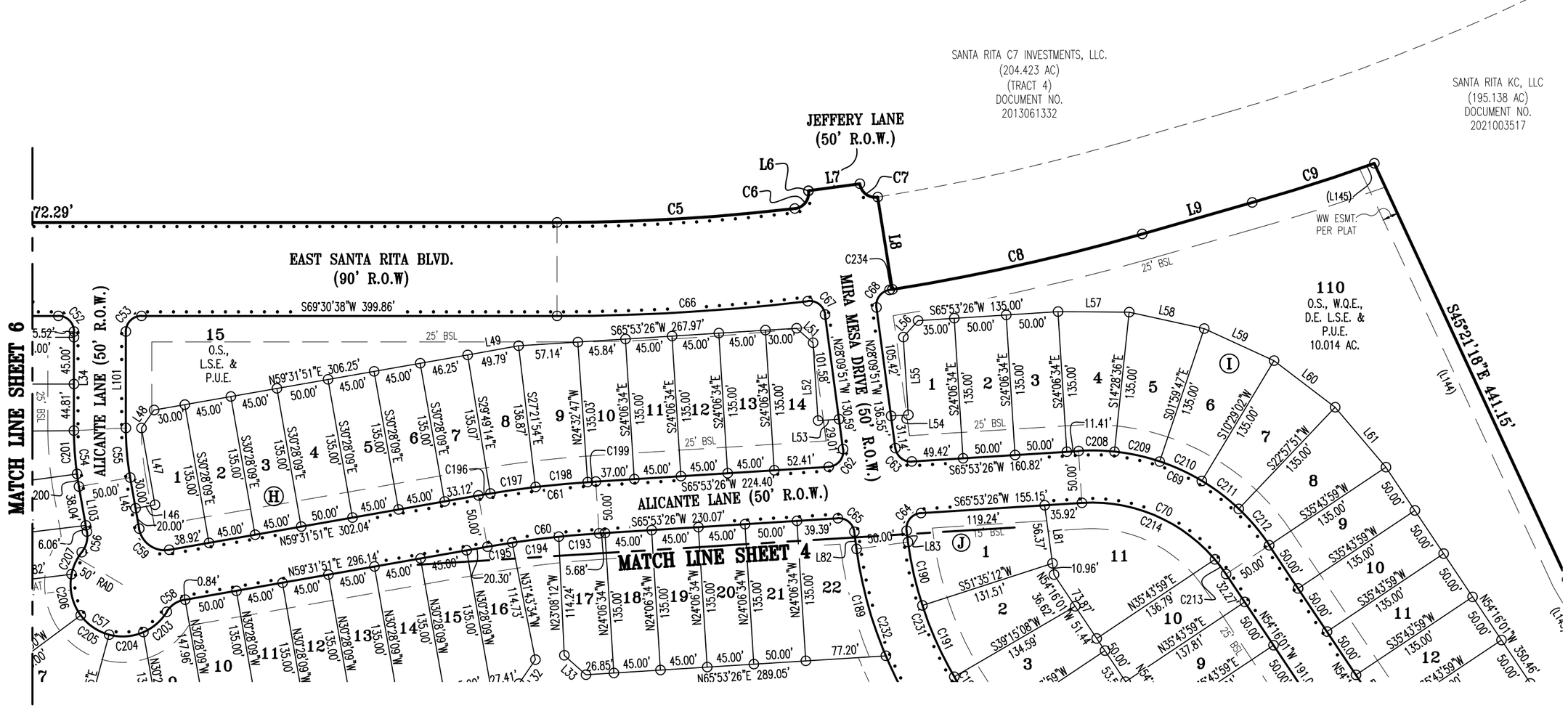
GRAPHIC SCALE

100 0 50 100 200 400

(IN FEET)
1 inch = 100 ft.

LEGEND

▨	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



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
L18	140.00	S03°19'22"W

Line Table		
Line #	Length	Direction
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
L30	1.99	S58°44'12"W
L31	13.50	N58°44'12"E
L32	27.97	S13°54'09"W
L33	28.04	S68°37'23"E
L34	95.32	N20°29'43"W
L35	10.49	N76°17'43"W
L36	83.90	N84°51'54"W

Line Table		
Line #	Length	Direction
L37	12.01	N76°17'43"W
L38	23.66	N20°29'22"W
L39	55.37	S31°09'21"E
L40	55.37	S48°22'07"E
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
L45	50.00	S30°28'09"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

Line Table		
Line #	Length	Direction
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
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

Line Table		
Line #	Length	Direction
L73	51.11	S57°48'26"E
L74	53.45	N49°03'08"W
L75	50.00	S69°45'33"E
L76	54.42	N68°46'28"W
L77	55.24	N66°05'39"W
L78	55.24	N63°21'56"W
L79	8.59	N54°16'01"W
L80	21.57	N54°16'01"W
L81	67.33	N28°09'51"W
L82	16.63	N28°09'51"W
L83	10.96	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

Line Table		
Line #	Length	Direction
L91	58.00	S79°27'19"W
L92	50.05	N20°29'57"W
L93	44.14	N20°29'57"W
L94	40.40	N58°36'51"E
L95	51.27	S12°21'39"E
L96	45.37	S12°21'39"E
L97	52.00	S77°38'21"W
L98	46.10	S77°38'21"W
L99	20.51	N44°56'42"E
L100	7.53	N44°56'42"E
L101	92.81	N20°29'22"W
L102	2.76	S69°30'03"W
L103	44.10	S30°28'09"E

Easement Line Table		
Line #	Length	Direction
(L104)	142.72	S81°20'54"E
(L105)	200.40	S58°36'51"W
(L126)	166.14	S03°19'22"W
(L126)	9.78	S19°52'49"E
(L127)	9.97	S58°36'51"W
(L128)	139.57	N81°20'54"W
(L129)	79.90	S68°16'44"E
(L130)	143.26	S83°15'02"E
(L131)	93.55	S14°46'43"E
(L132)	47.94	S41°55'52"E
(L133)	15.55	S63°24'27"W
(L134)	47.45	N41°55'52"W

Easement Line Table		
Line #	Length	Direction
(L135)	86.96	N14°46'43"W
(L136)	221.81	N83°15'02"W
(L137)	282.34	S48°19'22"W
(L138)	280.26	N48°19'22"E
(L139)	217.50	N82°32'55"W
(L140)	186.94	N73°28'48"W
(L141)	137.91	N62°13'48"W
(L142)	107.75	N56°36'18"W
(L143)	60.93	N50°58'48"W
(L144)	443.35	N45°21'18"W
(L145)	15.07	N50°11'47"E

Easement Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
(C300)	13.35	275.00	S04°57'54"W	13.34	6.67	2°46'50"
(C301)	15.00	275.00	N07°55'06"E	15.00	7.50	3°07'33"
(C302)	15.16	60.00	N34°26'18"W	15.12	7.62	14°28'39"

SHEET NO. 5 OF 10

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J:\AC3D\5210\Survey\SANTA RITA PHASE 4, SECTION 1 PLAT

SANTA RITA RANCH PHASE 4, SECTION 1
REPLAT

SCALE: 1" = 100'

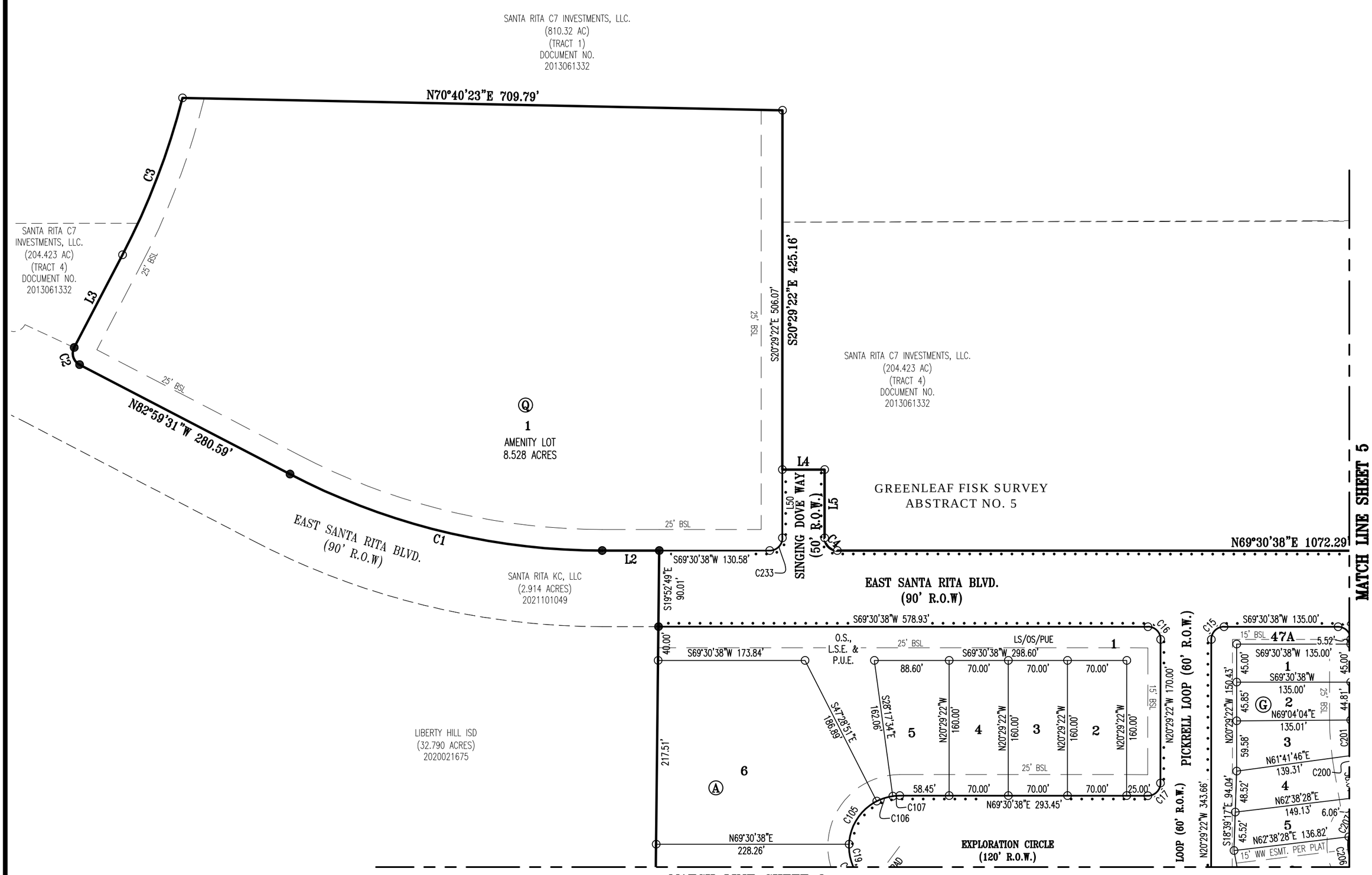
GRAPHIC SCALE

100 0 50 100 200 400

(IN FEET)
1 inch = 100 ft.

LEGEND

●	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



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"
C15	23.56	15.00	S24°30'38"W	21.21	15.00	90°00'00"
C16	23.56	15.00	N65°29'22"W	21.21	15.00	90°00'00"

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C17	23.56	15.00	N24°30'38"E	21.21	15.00	90°00'00"
C18	23.56	15.00	N65°29'22"W	21.21	15.00	90°00'00"
C19	188.50	60.00	S20°29'22"E	120.00	INFINITY	180°00'00"
C20	301.68	1030.00	S28°52'49"E	300.61	151.93	16°46'54"
C21	349.60	970.00	S30°48'51"E	347.71	176.72	20°39'00"
C22	25.13	15.00	N10°43'58"E	22.30	16.66	96°00'28"
C23	20.98	15.00	N81°12'04"W	19.31	12.61	80°07'26"
C24	89.24	475.00	N64°07'08"E	89.11	44.75	10°45'51"
C25	98.63	525.00	N64°07'08"E	98.49	49.46	10°45'51"
C26	21.03	25.00	S86°24'15"E	20.41	11.18	48°11'23"
C27	39.27	25.00	S24°30'03"W	35.36	25.00	90°00'00"
C28	162.65	50.00	S24°30'03"W	99.85	897.21	186°22'46"
C29	21.03	25.00	N44°35'38"W	20.41	11.18	48°11'23"
C30	170.50	325.00	N05°28'11"W	168.55	87.26	30°03'31"
C31	178.31	275.00	N01°55'25"W	175.20	92.42	37°09'03"
C32	22.48	15.00	S33°22'04"E	20.43	13.95	85°51'18"

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C33	22.79	15.00	S60°10'42"W	20.66	14.25	87°03'10"
C34	164.57	325.00	S02°08'44"W	162.82	84.09	29°00'45"
C35	189.89	375.00	S02°08'44"W	187.86	97.03	29°00'45"
C36	39.27	25.00	S57°21'39"E	35.36	25.00	90°00'00"
C37	21.03	25.00	N11°44'03"E	20.41	11.18	48°11'23"
C38	162.65	50.00	S57°21'39"E	99.85	897.21	186°22'46"
C39	21.03	25.00	S53°32'40"W	20.41	11.18	48°11'23"
C40	39.06	275.00	N73°34'12"E	39.03	19.56	8°08'18"
C41	46.16	325.00	N73°34'12"E	46.12	23.12	8°08'18"
C42	21.03	25.00	N86°24'15"W	20.41	11.18	48°11'23"
C43	162.65	50.00	N24°30'03"E	99.85	897.21	186°22'46"
C44	39.27	25.00	N24°30'03"E	35.36	25.00	90°00'00"
C45	21.03	25.00	S44°35'38"E	20.41	11.18	48°11'23"
C46	23.56	15.00	N65°29'57"W	21.21	15.00	90°00'00"
C47	23.56	15.00	S24°30'03"W	21.21	15.00	90°00'00"
C48	22.71	15.00	S67°07'43"E	20.60	14.17	86°44'28"

SHEET NO. 6 OF 10

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J:\AC3D\5210\Survey\SANTA RITA PHASE 4, SECTION 1 PLAT

SANTA RITA RANCH PHASE 4, SECTION 1
REPLAT

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C49	24.53	15.00	N22°38'50"E	21.89	16.00	93°42'26"
C50	198.01	670.00	N32°40'22"W	197.29	99.73	16°55'58"
C51	221.45	730.00	N32°26'55"W	220.60	111.58	17°22'52"
C52	23.56	15.00	N65°29'22"W	21.21	15.00	90°00'00"
C53	23.56	15.00	S24°30'38"W	21.21	15.00	90°00'00"
C54	54.10	325.00	S25°42'02"E	54.03	27.11	9°32'13"
C55	47.90	275.00	S25°28'45"E	47.84	24.01	9°58'47"
C56	21.03	25.00	N06°22'27"W	20.41	11.18	48°11'23"
C57	162.65	50.00	S75°28'09"E	99.85	897.21	186°22'46"
C58	21.03	25.00	S35°26'10"W	20.41	11.18	48°11'23"
C59	39.27	25.00	S75°28'09"E	35.36	25.00	90°00'00"
C60	108.22	975.00	S62°42'39"W	108.16	54.17	6°21'34"
C61	113.77	1025.00	S62°42'39"W	113.71	56.94	6°21'34"
C62	24.62	15.00	N18°51'48"E	21.95	16.10	94°03'16"
C63	22.50	15.00	S71°08'12"E	20.45	13.97	85°56'44"
C64	24.62	15.00	S18°51'48"W	21.95	16.10	94°03'16"

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C65	22.50	15.00	N71°08'12"W	20.45	13.97	85°56'44"
C66	241.66	2045.00	N66°07'31"E	241.52	120.97	6°46'15"
C67	23.33	15.00	N72°42'43"W	21.05	14.77	89°05'45"
C68	23.22	15.00	S16°10'31"W	20.97	14.66	88°40'44"
C69	214.11	205.00	N84°11'17"W	204.51	117.98	59°50'34"
C70	161.89	155.00	N84°11'17"W	154.63	89.21	59°50'34"
C71	25.97	15.00	N04°39'39"W	22.85	17.63	99°12'43"
C72	21.15	15.00	S85°20'21"W	19.44	12.76	80°47'17"
C73	263.63	975.00	S62°00'47"E	262.83	132.62	15°29'32"
C74	277.15	1025.00	S62°00'47"E	276.31	139.43	15°29'32"
C75	23.55	25.00	N83°15'25"E	22.69	12.73	53°58'05"
C76	301.53	60.00	N20°14'27"E	70.59	43.64	287°56'10"
C77	23.55	25.00	N42°46'30"W	22.69	12.73	53°58'05"
C78	25.97	15.00	N04°39'39"W	22.85	17.63	99°12'43"
C79	21.15	15.00	N85°20'21"E	19.44	12.76	80°47'17"
C80	25.97	15.00	S04°39'39"E	22.85	17.63	99°12'43"

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C81	21.15	15.00	S85°20'21"W	19.44	12.76	80°47'17"
C82	48.70	275.00	N50°01'07"E	48.64	24.42	10°08'50"
C83	57.56	325.00	N50°01'07"E	57.48	28.85	10°08'50"
C84	23.55	25.00	N82°04'35"E	22.69	12.73	53°58'05"
C85	301.53	60.00	S34°54'28"E	70.59	43.64	287°56'10"
C86	23.55	25.00	S28°06'29"W	22.69	12.73	53°58'05"
C87	279.94	475.00	N37°22'59"W	275.91	144.17	33°46'04"
C88	309.41	525.00	N37°22'59"W	304.95	159.35	33°46'04"
C89	23.56	15.00	N65°29'57"W	21.21	15.00	90°00'00"
C90	23.56	15.00	N24°30'03"E	21.21	15.00	90°00'00"
C91	23.56	15.00	S24°30'03"W	21.21	15.00	90°00'00"
C92	23.56	15.00	N65°29'57"W	21.21	15.00	90°00'00"
C93	21.03	25.00	N03°35'45"E	20.41	11.18	48°11'23"
C94	39.27	25.00	S65°29'57"E	35.36	25.00	90°00'00"
C95	162.65	50.00	S65°29'57"E	99.85	897.21	186°22'46"
C96	21.03	25.00	S45°24'22"W	20.41	11.18	48°11'23"

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C97	23.56	15.00	N65°29'57"W	21.21	15.00	90°00'00"
C98	23.56	15.00	S24°30'03"W	21.21	15.00	90°00'00"
C99	23.56	15.00	S65°29'57"E	21.21	15.00	90°00'00"
C100	23.56	15.00	N24°30'03"E	21.21	15.00	90°00'00"
C101	92.53	155.00	N86°36'10"E	91.16	47.69	34°12'14"
C102	122.38	205.00	N86°36'10"E	120.57	63.07	34°12'14"
C103	38.76	60.00	S88°01'06"W	38.09	20.08	37°00'55"
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"

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
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"
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"

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
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"
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"

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
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"
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"

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
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"
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	29.70	475.00	N22°17'25"W	29.69	14.85	3°34'56"
C172	148.79	475.00	N33°03'19"W	148.19	75.01	17°56'52"
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"

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
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"
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"

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
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"
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"

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
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"
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"

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
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"
C231	159.45	350.00	S41°12'56"E	158.08	81.13	26°06'10"
C232	182.23	400.00	S41°12'56"E	180.66	92.73	26°06'10"
C233	23.56	15.00	N24°30'38"E	21.21	15.00	90°00'00"
C234	2.92	2045.00	N60°28'26"E	2.92	1.46	0°04'54"

SHEET NO. 7 OF 10

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J:\AC3D\5210\Survey\SANTA RITA PHASE 4, SECTION 1 PLAT

SANTA RITA RANCH PHASE 4, SECTION 1
REPLAT

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.
5. THE PURPOSE OF THIS REPLAT IS TO ADD LOT 48A, BLOCK G (AMENITY LOT CREATED FROM LOT 47, BLOCK G), AND TO LABEL RIGHT-OF-WAYS WITH BEARINGS AND DISTANCES.

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. 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.
4. 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.
7. THE MINIMUM FINISHED FLOOR ELEVATIONS (FFE) FOR LOTS SHOWN ON THIS PLAT ARE DETERMINED BY A STUDY PREPARED BY CARLSON, BRIGANCE & DOERING, INC., DATED NOVEMBER 4, 2020.
8. FLOODPLAIN INFORMATION, SUCH AS FLOODPLAIN BOUNDARIES, DEPTHS, ELEVATIONS, AND THE MINIMUM FINISHED FLOOR ELEVATIONS SHOWN ON THIS PLAT WILL CHANGE OVER TIME WITH BETTER DATA AND FLOOD STUDIES. THE FLOODPLAIN INFORMATION SHOWN ON THIS PLAT WAS ACCURATE AT THE TIME OF PLATTING, BUT MAY BE SUPERSEDED AT THE TIME OF CONSTRUCTION. THE BEST AVAILABLE FLOODPLAIN DATA SHALL BE UTILIZED AT THE TIME OF CONSTRUCTION, AS DETERMINED BY THE WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATOR. A FLOODPLAIN DEVELOPMENT PERMIT APPLICATION MUST BE SUBMITTED AND APPROVED PRIOR TO ANY CONSTRUCTION OR DEVELOPMENT WITHIN OR ADJACENT TO A REGULATED FLOODPLAIN.

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.

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SANTA RITA RANCH PHASE 4, SECTION 1
REPLAT

FIELD NOTES

BEING ALL OF SANTA RITA RANCH PHASE FOUR, SECTION ONE, A SUBDIVISION RECORDED IN DOCUMENT NUMBER 2021149204 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SITUATED IN THE GREENLEAF FISK SURVEY, ABSTRACT NUMBER 5, WILLIAMSON COUNTY, TEXAS, 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 SANTA RITA RANCH, PHASE 4, SECTION 1, 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 SANTA RITA RANCH, PHASE 4, SECTION 1, 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 SANTA RITA RANCH, PHASE 4, SECTION 1, 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 SANTA RITA RANCH, PHASE 4, SECTION 1, 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, WITH THE COMMON LINE OF SAID SANTA RITA RANCH, PHASE 4, SECTION 1, 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, THE FOLLOWING THIRTEEN (13) COURSES AND DISTANCES, NUMBERED 1 THROUGH 13,

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 199.06 FEET, AND A CHORD THAT BEARS N00°25'44"E, A DISTANCE OF 198.62 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE", FOR CORNER,
3) N70°40'23"E, A DISTANCE OF 709.79 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
4) S20°29'22"E, A DISTANCE OF 425.16 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
5) N69°30'38"E, A DISTANCE OF 50.00 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
6) 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,
7) 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,
8) 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,
9) 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,
10) 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,
11) N28°09'51"W, A DISTANCE OF 0.31 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
12) 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,
13) 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,

THENCE, WITH THE COMMON LINE OF SAID SANTA RITA RANCH, PHASE 4, SECTION 1, AND A CALLED 195.138 ACRE TRACT OF LAND CONVEYED TO SANTA RITA KC, LLC., IN DOCUMENT NUMBER 2021003517, THE FOLLOWING TWENTY-EIGHT (28) COURSES AND DISTANCES, NUMBERED 1 THROUGH 28,

1) 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,
2) 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,
3) 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,
4) 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,
5) S45°21'18"E, A DISTANCE OF 441.15 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
6) S50°58'48"E, A DISTANCE OF 59.45 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
7) S56°36'18"E, A DISTANCE OF 106.27 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
8) S62°13'48"E, A DISTANCE OF 135.69 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
9) S73°28'48"E, A DISTANCE OF 183.98 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
10) S84°43'48"E, A DISTANCE OF 171.19 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
11) N49°17'47"E, A DISTANCE OF 34.75 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
12) N03°19'22"E, A DISTANCE OF 141.61 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
13) S86°40'38"E, A DISTANCE OF 43.28 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
14) S03°19'22"W, A DISTANCE OF 140.00 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
15) S32°28'41"E, A DISTANCE OF 32.44 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
16) S68°16'44"E, A DISTANCE OF 74.85 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
17) N84°25'18"E, A DISTANCE OF 76.88 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
18) N63°49'27"E, A DISTANCE OF 76.88 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
19) 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,
20) S63°24'27"W, A DISTANCE OF 257.88 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
21) S49°28'31"W, A DISTANCE OF 398.58 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
22) S46°25'07"W, A DISTANCE OF 71.39 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
23) S33°44'09"W, A DISTANCE OF 75.64 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
24) S55°32'23"W, A DISTANCE OF 64.25 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
25) S69°30'03"W, A DISTANCE OF 158.95 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
26) S20°29'57"E, A DISTANCE OF 135.00 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
27) 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
28) 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 SANTA RITA PHASE 4, SECTION 1,, 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 SANTA RITA PHASE 4, SECTION 1, AND THE NORTHWEST LINE OF SAID MORNINGSTAR, PHASE 2, SECTION 4 & 5, A DISTANCE OF 2240.02 FEET TO THE POINT OF BEGINNING AND CONTAINING 102.669 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
REPLAT

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

I, JAMES EDWARD HORNE, VICE PRESIDENT, SANTA RITA KC, LLC. OWNER OF THAT CERTAIN CALLED SANTA RITA RANCH PHASE 4, SECTION 1, RECORDED IN DOCUMENT NUMBER 2021149204 AND SITUATED IN THE GREENLEAF FISK SURVEY, ABSTRACT NUMBER 5, WILLIAMSON COUNTY, TEXAS, AS SHOWN HEREON, 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 REPLAT"

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 26 DAY OF October, 2021.

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 26th DAY OF October, 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

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: Nick Fuhrman
TITLE: Senior Vice President

STATE OF TEXAS
COUNTY OF Travis

BEFORE ME ON THIS DAY PERSONALLY APPEARED Nick Fuhrman, 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 26 DAY OF October, A.D., 2021.

BY: _____
NOTARY PUBLIC, STATE OF TEXAS

PRINTED NAME: Araceli Hernandez

MY COMMISSION EXPIRES 6-2-2024

ARACELI HERNANDEZ
Notary Public, State of Texas
Commission Expires 06-02-2024
Notary ID 126285198

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.

_____ Oct. 26, 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 26 DAY OF October, 2021 A.D.

_____
WILLIAMSON COUNTY ADDRESSING COORDINATOR
WILLIAMSON COUNTY, TEXAS

PRINTED NAME: Cindy Bridges

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: _____ 10/26/2021
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: _____ 10/26/2021
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

SHEET NO. 10 OF 10

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 **35.**

Meeting Date: 11/02/2021

Final plat for the North Haven Phase B subdivision – Pct 2

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 North Haven Phase B subdivision – Precinct 2.

Background

This is the final phase of the North Haven development. It consists of 47 residential lots, 1 drainage & open space lot and 4,454 linear feet of new public roads. Roadway and drainage construction has been completed.

Timeline

2021-08-20 – initial submittal of the final plat
2021-09-17 – 1st review complete with comments
2021-10-05 – 2nd submittal of final plat
2021-10-19 – 2nd review complete with comments
2021-10-26 – 3rd submittal of final plat
2021-10-27 – receipt of final plat with signatures
2021-10-28 – 3rd review complete with comments clear
2021-10-28 – final plat placed on the November 2, 2021 Commissioners Court agenda for consideration

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Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

final plat - North Haven Ph B

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	10/28/2021 11:43 AM
Form Started By: Adam Boatright		Started On: 10/28/2021 11:37 AM
Final Approval Date: 10/28/2021		

North Haven Phase B

A SUBDIVISION IN WILLIAMSON COUNTY, TEXAS

58.204 ACRES OUT OF 113.487 ACRES OF LAND SITUATED IN THE JF WEBBER SURVEY ABSTRACT NO. 654, WO STUBBLEFIELD SURVEY ABSTRACT NO. 842, JH WILLIAMS SURVEY ABSTRACT NO. 669 AND THE LEWIS WILLIAMS SURVEY ABSTRACT NO. 920 IN WILLIAMSON COUNTY, TEXAS., BEING ALL OF THE TRACTS CONVEYED TO OWEN LH 120 LLC BY INSTRUMENTS OF RECORD IN DOCUMENT NUMBERS 2018107730 AND 2018074886 IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

Judith McDaniel
2011088184
10.016 Ac.

Timothy Callan
2004086414
108.87 Ac.

Saratoga Springs
Section 2
Cabinet V Slide 379
Doc 2002031091

Sofia Correia
2015053602
10.149 Ac.

Jose Anaya
2011016083
2.51 Ac.

Mario Vasquez
2018092581
2.0 Ac.

William Swail
2016055345
5.023 Ac.

Larrie Hammack
9623652
5.596 Ac.

CR 207 Land and
Cattle LLC
2019058322
130.13 Ac.

David McCasland
2016042237
33.212 Ac.

Mary Morales
2009088126
61.877 Ac.

Richard Hager
9623847
(Remainder)
6.223 Ac.

Phase A
2021033390

Phase B

Shady Hill Loop

Northcrest Drive

Fawnhollow Cv

North Haven Dr

Gould Court

CR 212

CR 207

North Haven Drive

Block A
Block B
Block C
Block D
Sheet 2
Sheet 3

Lot 1 5.364 Acres
Lot 2 1.007 Acres
Lot 3 1.005 Acres
Lot 4 1.005 Acres
Lot 5 1.004 Acres
Lot 6 1.006 Acres
Lot 7 1.005 Acres
Lot 8 1.004 Acres
Lot 9 1.004 Acres
Lot 10 1.004 Acres
Lot 11 1.005 Acres
Lot 12 1.004 Acres
Lot 13 1.006 Acres
Lot 14 Open Space, Drainage and Detention Lot 2.493 Acres
Lot 15 0.156 Acres
Lot 16 1.026 Acres
Lot 17 1.020 Acres
Lot 18 1.020 Acres
Lot 19 1.020 Acres
Lot 20 1.020 Acres
Lot 21 1.020 Acres
Lot 22 1.020 Acres
Lot 23 1.020 Acres
Lot 24 1.020 Acres
Lot 25 1.065 Acres
Lot 26 1.221 Acres
Lot 27 1.097 Acres
Lot 28 1.037 Acres
Lot 29 1.057 Acres
Lot 30 1.056 Acres
Lot 31 1.052 Acres
Lot 32 1.196 Acres
Lot 33 1.746 Acres
Lot 34 1.033 Acres
Lot 35 1.052 Acres
Lot 36 1.039 Acres
Lot 37 1.025 Acres
Lot 38 1.034 Acres
Lot 39 1.125 Acres
Lot 40 1.016 Acres
Lot 41 1.058 Acres
Lot 42 1.108 Acres
Lot 43 1.017 Acres
Lot 44 1.020 Acres
Lot 45 1.099 Acres
Lot 46 1.021 Acres
Lot 47 1.056 Acres
lot 48 1.144 Acres
Lot 49 1.017 Acres
Lot 50 1.058 Acres
Lot 51 1.021 Acres
Lot 52 1.114 Acres
Lot 53 1.040 Acres
Lot 54 1.010 Acres
Lot 55 1.182 Acres
Lot 56 1.012 Acres
Lot 57 1.012 Acres
Lot 58 1.004 Acres
Lot 59 1.014 Acres
Lot 60 1.003 Acres
Lot 61 1.091 Acres
Lot 62 1.443 Acres
Lot 63 1.208 Acres
Lot 64 1.121 Acres
Lot 65 1.219 Acres
Lot 66 1.049 Acres
Lot 67 1.029 Acres
Lot 68 1.045 Acres
Lot 69 1.054 Acres
Lot 70 1.344 Acres
Lot 71 1.089 Acres
Lot 72 1.161 Acres
Lot 73 1.027 Acres
Lot 74 1.010 Acres
Lot 75 1.008 Acres
Lot 76 1.005 Acres
Lot 77 1.021 Acres
Lot 78 1.012 Acres
Lot 79 1.006 Acres
Lot 80 1.035 Acres
Lot 81 1.006 Acres
Lot 82 1.031 Acres
Lot 83 1.006 Acres
Lot 84 1.027 Acres
Lot 85 1.006 Acres
Lot 86 1.024 Acres
Lot 87 1.002 Acres
Lot 88 1.008 Acres
Lot 89 0.364 Acres

N68°06'43"E 663.48'
S22°19'55"E 812.17'
N21°53'17"W 1362.44'
S35°30'25"E 376.19'
S87°51'23"W 58.74'
S69°27'21"W 193.91'
S57°29'09"W 314.33'
S68°06'43"W 375.14'
S68°06'43"W 347.50'
S69°27'21"W 697.12'
S69°27'21"W 289.10'
N18°23'22"W 289.10'
N23°23'25"W 289.42'
S69°27'21"W 444.13'
N23°32'40"W 169.40'
N41°53'30"W 111.44'
N19°44'58"W 1409.00'
S54°33'40"W 234.35'
S35°36'16"W 265.39'
S61°00'18"W 335.67'
N86°43'55"W 51.60'

R=65'
R=50'
R=500.00' T=57.74' A=114.98' CB=N28°55'09"W C=114.73'
R=710.63' T=72.53' A=144.56' CB=N62°37'34"E C=144.31'
R=608.03' T=106.11' A=210.11' CB=S79°21'19"W C=209.06'
R=608.03' T=168.57' A=328.88' CB=N53°57'37"E C=324.88'
R=302.16' T=65.19' A=128.41' CB=N35°35'53"W C=127.45'
R=300.00' T=75.19' A=147.35' CB=N33°49'14"W C=145.88'
R=260.00' T=75.20' A=146.41' CB=N77°08'11"E C=144.48'
R=230.00' T=52.18' A=102.63' CB=S48°13'19"W C=101.78'

20' Drainage Easement

0 100 200
SCALE 1"=200'

Site
LIBERTY HILL
SEWARD JUNCTION
SAN GABRIEL RIVER
3405
183
1869
29

Location Map

Key Map

Sheet 4:
Notes & Acknowledgements

OWNER:
Joe Owen
LH North Haven, Inc.
13760 Noel Road Suite 800
Dallas, Texas 75240
PH. 972-866-0303
Email: joe@owenholdings.com

SURVEYOR:
STEVE WOMACK
10703 SIERRA OAKS
AUSTIN, TEXAS 78759
PHONE: (512) 638-0220

ENGINEER:
Bryan Moore
Steger Bizzell
Georgetown, TX 78626
PH. 512-930-9412

Roadway Table

Street Name	R.O.W. Width (ft)	Pavement Width (ft)*	Length (ft)	Speed (mph)	Maintenance Authority	Classification	Rural or Urban
Northcrest Drive	60	26	1125	30	Public	Local	Rural
Shady Hill Loop	60	26	3329	30	Public	Local	Rural

* MINIMUM PAVEMENT WIDTH TO BE 26 FEET OR IN ACCORDANCE WITH B.3.7.6 AS CURRENTLY ADOPTED, WHICHEVER IS NARROWER.

STREET L.F.= 4,454
LOTS= 47 residential
1 drainage/open space
TOTAL ACREAGE= 58.204

Texas Society of Professional Surveyors MEMBER

LEGEND
● IRON ROD FOUND
○ IRON ROD SET

TOPO/BEARING/COORDINATE BASIS
ELIPSOID: WGS 1984/GRS 1980
PROJECTION: TEXAS CENTRAL NAD 83
GEOID MODEL: GEOID 12B
GRID COORDINATES ILLUSTRATED
SURFACE FACTOR = 1.00012

Steven Warner Womack, RPLS, PLS, NCEES
National Council of Examiners for Engineering and Surveying #1928
Texas Registered Professional Land Surveyor #5025
North Carolina Professional Land Surveyor # L-5043
E-Mail: SWRPLS@gmail.com
Phone/Text: (512) 638-0220

North Haven Phase B
A SUBDIVISION IN WILLIAMSON COUNTY, TEXAS

SCALE: 1"= 200' DATE: 08/01/21	
REVISED:	DISK:
DRAWN BY: C.P.	
FILE NAME: 18-001 PLAT	
APPROVED BY: S.W.	
PROJECT NO.: 18-001	

SHEET 1 OF 4

North Haven

A SUBDIVISION IN WILLIAMSON COUNTY, TEXAS

Steven Warner Womack, RPLS, PLS, NCEES
National Council of Examiners for Engineering and Surveying #1928
Texas Registered Professional Land Surveyor #5025
North Carolina Professional Land Surveyor # L-5043
E-Mail: SWRPLS@gmail.com Phone/Text: (512) 638-0220

Phase A
2021033390
1.058 Acres
Lot 41

Phase B

Shady Hill Loop
Gould Court
Northcrest Drive

Block A
Block B
Block C

Lot 1 1.006 Acres
Lot 2 1.006 Acres
Lot 3 1.006 Acres
Lot 4 1.006 Acres
Lot 5 1.006 Acres
Lot 6 1.006 Acres
Lot 7 1.005 Acres
Lot 8 1.004 Acres
Lot 9 1.004 Acres
Lot 10 1.004 Acres
Lot 11 1.005 Acres
Lot 12 1.004 Acres
Lot 13 1.006 Acres
Lot 14 Open Space, Drainage and Detention Lot 2.493 Acres
Lot 15 1.006 Acres
Lot 16 1.026 Acres
Lot 17 1.020 Acres
Lot 18 1.020 Acres
Lot 19 1.020 Acres
Lot 20 1.020 Acres
Lot 21 1.020 Acres
Lot 22 1.020 Acres
Lot 23 1.020 Acres
Lot 24 1.020 Acres
Lot 37 1.025 Acres
Lot 38 1.034 Acres
Lot 39 1.125 Acres
Lot 40 1.016 Acres
Lot 42 1.108 Acres
Lot 43 1.017 Acres
Lot 44 1.020 Acres
Lot 45 1.099 Acres
Lot 46 1.021 Acres
Lot 47 1.056 Acres
Lot 71 1.089 Acres
Lot 72 1.161 Acres
Lot 73 1.027 Acres
Lot 74 1.010 Acres
Lot 75 1.008 Acres
Lot 76 1.005 Acres
Lot 77 1.021 Acres
Lot 78 1.012 Acres
Lot 79 1.006 Acres
Lot 80 1.035 Acres
Lot 81 1.006 Acres
Lot 82 1.031 Acres
Lot 83 1.006 Acres
Lot 84 1.027 Acres
Lot 85 1.006 Acres

Sheet 2
Sheet 3

Mary Morales
2009088126
61.877 Ac.

CR 207 Land and Cattle LLC
2019058322
130.13 Ac.

0 50 100
SCALE 1"=100'

LEGEND
● IRON ROD FOUND
○ IRON ROD SET

DRIVEWAY CULVERT SUMMARY TABLE
Phase B

Lot Number	Block	Street Frontage	Contributing Subareas	Q10 (cfs)	Number of Pipes	Minimum Diameter (in)	Length (ft)	Material
16		Shady Hill Loop	B2.1, B2.2, B2.3	16.75	1	30	22.0	Corrugated metal
17		Shady Hill Loop	B2.1, B2.2, B2.3	16.75	1	30	22.0	Corrugated metal
18		Shady Hill Loop	B2.1	< 15	—	—	—	Dip drive
19		Shady Hill Loop	B2.1	< 15	—	—	—	Dip drive
20		Shady Hill Loop	B2.1	< 15	—	—	—	Dip drive
21		Shady Hill Loop	B2.1	< 15	—	—	—	Dip drive
22		Shady Hill Loop	B2.1	< 15	—	—	—	Dip drive
36		Shady Hill Loop	B1.1	22.28	1	30	22.0	Corrugated metal
37		Shady Hill Loop	B1.1	22.28	1	30	22.0	Corrugated metal

SCALE: 1"= 100' DATE: 08/01/21
REVISED: DISK:
DRAWN BY: C.P.
FILE NAME: 18-001 PLAT
APPROVED BY: S.W.
PROJECT NO.: 18-001

SHEET **2** OF 4

Haven

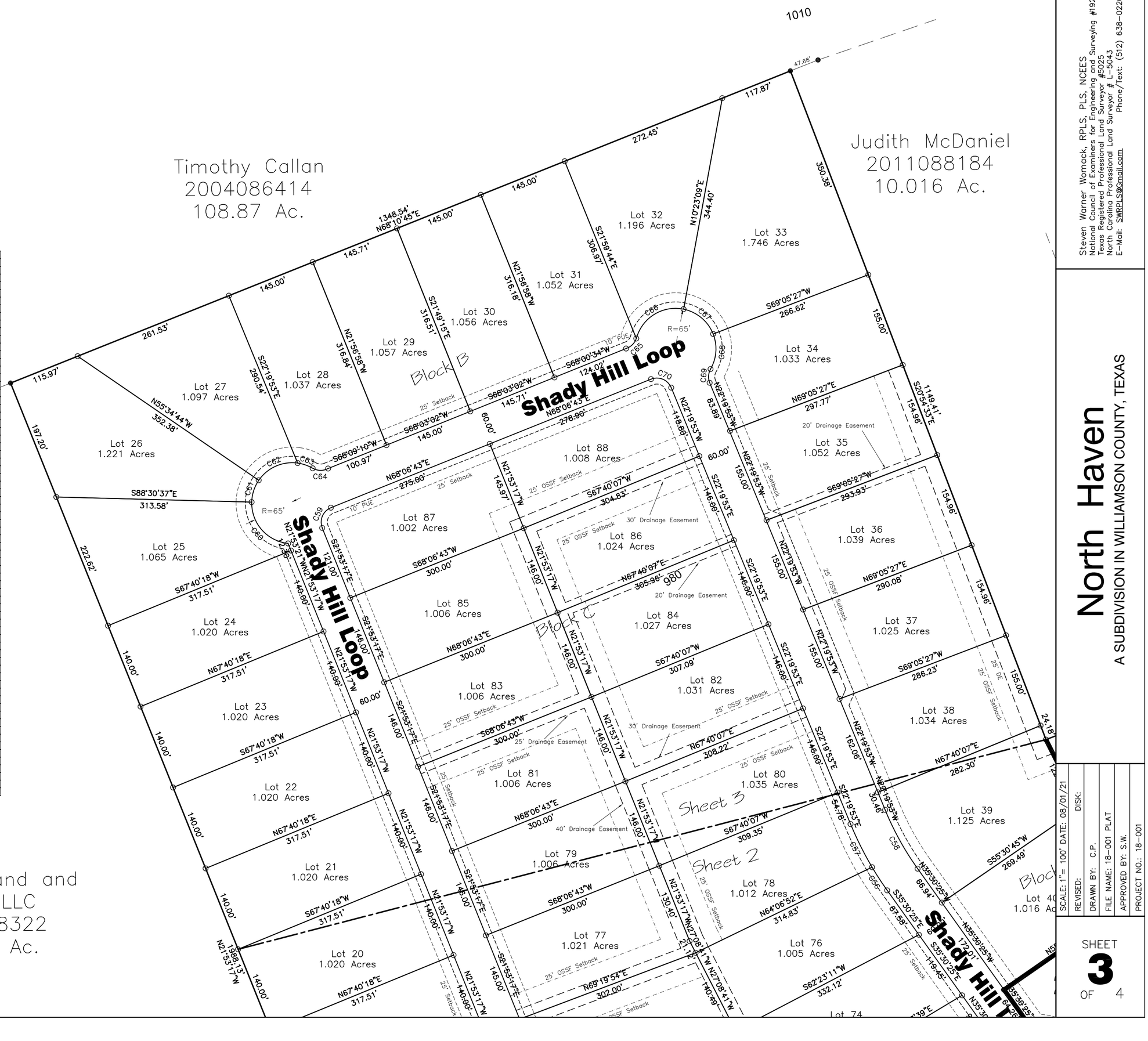
A SUBDIVISION IN WILLIAMSON COUNTY, TEXAS

Steven Warner Womack, RPLS, PLS, NCEES
National Council of Examiners for Engineering and Surveying #1928
Texas Registered Professional Land Surveyor #5025
North Carolina Professional Land Surveyor # L-5043
E-Mail: SWRPLS@gmail.com Phone/Text: (512) 638-0220

0 50 100
SCALE 1"=100'

Curve Table

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	290.00'	149.09'	147.45'	N78°32'25"E	29°27'19"
C2	290.00'	14.21'	14.21'	S62°24'32"W	2°48'28"
C3	260.00'	52.95'	52.85'	S55°10'16"W	11°40'04"
C4	260.00'	63.07'	62.92'	N42°23'17"E	13°53'55"
C5	200.00'	41.42'	41.35'	N41°22'19"E	11°51'59"
C6	25.00'	39.27'	35.36'	N80°26'20"E	90°00'00"
C7	25.00'	41.96'	37.20'	S06°29'02"E	96°09'17"
C8	25.00'	22.83'	22.05'	S80°43'33"E	52°43'14"
C9	25.00'	13.57'	13.40'	N39°00'46"W	31°05'49"
C10	25.26'	9.27'	9.22'	S12°52'20"E	21°01'29"
C11	65.00'	96.36'	87.77'	S44°41'54"E	84°56'05"
C12	65.00'	74.81'	70.75'	N59°51'48"E	65°56'30"
C13	65.00'	42.37'	41.62'	N08°13'14"E	37°20'38"
C14	63.21'	51.92'	50.47'	N33°17'49"W	47°03'37"
C15	65.00'	57.57'	55.71'	N81°31'01"W	50°44'55"
C16	638.03'	96.99'	96.90'	N42°49'12"E	8°42'36"
C17	578.03'	281.09'	278.33'	N55°31'29"E	27°51'44"
C18	638.03'	119.84'	119.67'	N52°33'21"E	10°45'43"
C19	638.03'	128.27'	128.05'	N63°41'47"E	11°31'08"
C20	25.00'	40.51'	36.22'	N23°02'21"E	92°50'00"
C21	25.00'	38.03'	34.47'	S66°57'39"E	87°10'00"
C22	25.00'	40.51'	36.22'	S23°02'21"W	92°50'00"
C23	25.00'	38.03'	34.47'	N66°57'39"W	87°10'00"
C24	25.00'	22.92'	22.12'	S49°30'40"E	52°31'30"
C25	65.00'	84.45'	78.63'	S38°33'15"E	74°26'19"
C26	65.00'	49.47'	48.29'	N20°28'08"E	43°36'27"
C27	65.00'	75.56'	71.39'	S75°34'59"W	66°37'15"
C28	65.00'	45.02'	44.13'	S51°15'44"E	39°41'18"
C29	65.00'	68.39'	65.28'	S01°16'30"E	60°17'11"
C30	25.00'	22.82'	22.04'	N02°43'09"E	52°17'52"
C31	25.00'	40.21'	36.01'	N64°28'01"W	92°09'17"
C32	25.97'	34.15'	31.74'	S20°10'04"W	75°19'43"
C33	25.00'	22.83'	22.05'	S44°33'16"E	52°19'48"
C34	65.00'	71.79'	68.20'	S39°04'37"E	63°17'07"
C35	65.00'	63.46'	60.97'	N20°32'08"E	55°56'24"
C36	65.00'	74.61'	70.58'	S81°23'20"W	65°46'00"
C37	65.00'	40.94'	40.27'	S47°41'00"E	36°05'20"
C38	65.00'	69.85'	66.54'	N01°08'53"E	61°34'25"
C39	25.55'	25.13'	24.13'	N10°04'26"E	56°21'13"
C40	638.03'	33.90'	33.90'	S70°58'41"W	7°22'33"
C41	578.03'	186.95'	186.14'	N78°43'17"E	18°31'51"
C42	638.03'	186.57'	185.91'	S80°52'39"W	12°25'23"
C43	740.63'	61.45'	61.43'	N59°10'31"E	39°47'03"
C44	65.00'	108.35'	96.23'	N72°40'13"E	54°56'37"
C45	25.00'	22.68'	21.91'	S31°29'33"W	51°59'09"
C46	65.00'	12.96'	12.94'	N11°12'39"E	11°25'21"
C47	25.00'	22.88'	22.09'	S09°17'33"E	52°25'44"
C48	25.00'	25.82'	24.69'	S60°03'19"E	59°10'21"
C49	65.00'	50.92'	49.63'	N64°39'26"W	44°53'19"
C50	25.00'	26.44'	25.22'	N64°45'20"W	60°35'07"
C51	720.00'	88.10'	88.05'	N60°59'28"E	7°00'39"
C52	740.63'	76.87'	76.83'	N64°31'32"E	10°42'00"
C53	720.00'	45.43'	45.42'	S66°18'16"W	3°36'55"
C54	25.00'	39.27'	35.36'	N66°53'17"W	90°00'00"
C55	25.01'	39.70'	35.66'	S23°35'51"W	90°57'32"
C56	530.00'	44.46'	44.44'	N33°06'14"W	4°48'22"
C57	530.00'	77.42'	77.35'	S26°30'58"E	8°22'10"
C58	470.00'	108.08'	107.84'	S28°55'09"E	13°10'32"
C59	25.00'	39.27'	35.36'	S23°06'43"W	90°00'00"
C60	65.00'	97.44'	88.57'	S41°27'21"E	85°53'28"
C61	65.00'	37.36'	36.85'	N17°57'19"E	32°55'53"
C62	65.00'	71.97'	68.35'	S66°08'19"W	63°26'07"
C63	65.00'	25.76'	25.59'	N70°47'32"W	22°42'09"
C64	25.00'	25.91'	24.77'	N89°08'02"W	59°23'07"
C65	25.00'	23.88'	22.98'	N45°31'58"E	54°43'28"
C66	65.06'	98.45'	89.32'	S58°08'55"W	86°42'33"
C67	65.00'	64.65'	62.02'	N49°59'01"W	56°59'26"
C68	65.00'	58.41'	56.46'	N04°15'19"E	51°29'13"
C69	25.00'	22.83'	22.05'	N03°50'01"E	52°19'48"
C70	25.00'	39.08'	35.22'	N67°06'35"W	89°33'24"



SCALE: 1"= 100' DATE: 08/01/21
REVISED: DISK:
DRAWN BY: C.P.
FILE NAME: 18-001 PLAT
APPROVED BY: S.W.
PROJECT NO.: 18-001

SHEET 3 OF 4

FIELD NOTES:

58.204 ACRES OF LAND SITUATED IN THE JF WEBBER SURVEY ABSTRACT NO. 654, WO STUBBLEFIELD SURVEY ABSTRACT NO. 842, JH WILLIAMS SURVEY ABSTRACT NO. 669 AND THE LEWIS WILLIAMS SURVEY ABSTRACT NO. 920 IN WILLIAMSON COUNTY, TEXAS., BEING A PORTION OF THE TRACT CONVEYED TO OWEN LH 120 LLC BY INSTRUMENT OF RECORD IN DOCUMENT NUMBER 2018074886 IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Beginning at an iron rod found at the southeast corner of a 129.11 acre tract conveyed to Brannen Ranch and listed in WCAD as R023098, for the Point of Beginning and southwest corner of the herein described tract;

Thence N 21 deg 53 min 17 sec W 1988.13 feet to an iron rod found at the northeast corner of the said 129.11 acre tract, for the northwest corner of the herein described tract;

Thence N 68 deg 10 min 45 sec E 1348.54 feet to an iron rod found at the base of a 13 inch oak tree at the northwest corner of a 10.016 acre tract conveyed to Judith McDaniel by instrument of record in Document No. 2011088184 OPRWC, for the northeast corner of the herein described tract;

Thence S 20 deg 54 min 33 sec E 1149.41 feet to an iron rod found at the southwest corner of the said 10.016 acre tract, for a point of the westerly line of the herein described tract;

Thence traversing across the referenced 113.487 acre tract the following courses and distances:
S 26 deg 43 min 59 sec E 122.21 feet to a point;
S 25 deg 17 min 45 sec E 79.26 feet to a point;
S 34 deg 28 min 07sec E 92.51 feet to a point;
S 55 deg 14 min 10 sec W 253.74 feet to a point;
S 35 deg 30 min 25 sec E 64.26 feet to a point;
With a curve to the right whose radius = 25.00 feet, tangents = 12.31 feet, arc = 22.88 feet and whose chord bears S 09 deg 17 min 33 sec E 22.09 feet to a point;
With a curve to the left whose radius = 65.00 feet, tangents = 6.50 feet, arc = 12.96 feet and whose chord bears S 11 deg 12 min 39 sec W 12.94 feet to a point;
With a curve to the right whose radius = 25.00 feet, tangents = 12.19 feet, arc = 22.68 feet and whose chord bears S 31 deg 29 min 33 sec W 21.91 feet to a point;
S 17 deg 29 min 17 sec E 333.05 feet to a point on the south line of the referenced 113.487 acre tract, for the southeast corner of the herein described tract;

Thence S 69 deg 23 min 00 sec W 1043.13 feet to the Point of Beginning, containing 58.204 acres of land, more or less.

GENERAL NOTES:
1. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO THE WATER SYSTEM AND AN APPROVED WASTEWATER SYSTEM.

2. WATER AND WASTEWATER SYSTEMS SERVING THIS SUBDIVISION SHALL BE DESIGNED AND INSTALLED IN ACCORDANCE WITH STATE HEALTH DEPARTMENT PLANS AND SPECIFICATIONS.

3. NO OBJECTS, INCLUDING BUT NOT LIMITED TO, BUILDINGS, FENCES OR LANDSCAPING, SHALL BE PERMITTED WITHIN ANY DRAINAGE EASEMENTS SHOWN HEREON, EXCEPT AS APPROVED BY WILLIAMSON COUNTY.

4. ALL EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR HIS/HER ASSIGNS.

5. PROPERTY OWNER AND HIS/HER ASSIGNS SHALL PROVIDE FOR ACCESS TO DRAINAGE EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY GOVERNMENTAL AUTHORITIES.

6. WATER SERVICE IS PROVIDED BY THE CITY OF GEORGETOWN. WASTEWATER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY ONSITE SEWAGE FACILITIES.

7. OSSF MUST BE DESIGNED BY A REGISTERED PROFESSIONAL ENGINEER OR SANITARIAN.

8. EXISTING SLOPES ARE 0% – 15%.

9. A DE FACTO CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION. THIS CERTIFICATE IS VALID UNTIL SUCH A TIME AS FEMA REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS AREA.

10. THE USE OF CONCRETE "DIP TYPE" DRIVEWAYS IS ENCOURAGED. THE MAXIMUM GRADE BREAK AT THE VERTICAL LOW POINT OF INTERSECTION SHALL BE 15% (9" RISE OR FALL IN 10 FEET). CONCRETE WILL BE 3000PSI WITH A MINIMUM THICKNESS OF FOUR INCHES. MINIMUM REINFORCEMENT SHALL BE #3 AT 18" OCEW. AS AN ALTERNATIVE, A DRIVEWAY DRAINPIPE WITH A MINIMUM SIZE OF 18" ROUND OR 21"X15" ELLIPTICAL AND A MINIMUM LENGTH OF 22 FT. WILL BE ACCEPTABLE. DRIVEWAY DRAINAGE SHALL BE CERTIFIED BY A PROFESSIONAL ENGINEER.

11. BUILDING SETBACKS SHALL BE 25 FEET ALONG STREET RIGHT–OF–WAYS AND 10 FEET ALONG ALL SIDE AND REAR LOT LINES.

12. ALL SIDEWALKS ARE TO MAINTAINED BE EACH OF THE ADJACENT PROPERTY OWNERS.

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

14. MAINTENANCE RESPONSIBILITY FOR STORM WATER MANAGEMENT CONTROLS WILL REMAIN WITH THE OWNER.

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

16. LOTS 45, 50, 52 AND 57 MAY NOT BE FURTHER SUBDIVIDED.

17. 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, TO INCLUDE ANY LOTS IN PHASE B WITH A WIDTH OF LESS THAT 50 FEET.

18. 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.

19. RESIDENTIAL DRIVEWAYS ARE TO BE LOCATED NO CLOSER TO THE CORNER OF INTERSECTING RIGHTS OF WAY THAN 60 PERCENT OF THE PARCEL FRONTAGE OR 50 FEET, WHICHEVER IS LESS.

20. MAINTENANCE RESPONSIBILITY FOR DRAINAGE, TO INCLUDE UNDERGROUND STORM SEWER, WILL NOT BE ACCEPTED BY THE COUNTY OTHER THAN THAT ACCEPTED IN CONNECTION WITH DRAINAGE OR PROTECTING THE ROAD SYSTEM. MAINTENANCE RESPONSIBILITY FOR STORMWATER MANAGEMENT CONTROL WILL REMAIN WITH THE HOMEOWNERS ASSOCIATION.

21. OBSTRUCTIONS ARE PROHIBITED WITHIN DRAINAGE EASEMENTS.

22. LOTS 71 & 73, BLOCK C, CONTAIN COMPACTED FILL MATERIAL. SUITABILITY FOR A STANDARD ABSORPTION SYSTEM SHALL BE DETERMINED AT TIME OF OSSF APPLICATION.

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

I, LH North Haven, Inc., Owner of the certain tract of land shown hereon and described in a deed recorded in Document No. 2020137026 of the Official Records of Williamson County, Texas, and do hereby subdivide said tract as shown hereon, and do hereby consent to all plat note requirements shown hereon, and do hereby forever dedicate to the public the roads, alleys, rights–of–way, easements and public places shown hereon for such public purposes as Williamson County may deem appropriate, and do hereby state that all public roadways and easements as shown on this plat are free of liens. This subdivision is to be known as "NORTH HAVEN PHASE B".

TO CERTIFY WHICH, WITNESS by my hand this 27 day of October, 20____.

BY: _____
JOE OWEN
LH NORTH HAVEN, INC.
4718 MILL CREEK
DALLAS, TEXAS 75244

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED JOE OWEN, 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 AND IN THE CAPACITY THEREIN STATED.

WITNESS MY HAND AND SEAL THIS THE 27 DAY OF October, 20 21, A.D.

_____
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

Patrick J. Stevens MY COMMISSION EXPIRES ON 11/6/21
PRINTED NAME OF NOTARY

WITNESS MY HAND THIS THE 27 DAY OF October, 20 21 A.D.

State of Texas
Notary Public
Patrick J. Stevens
Commission No. 1103143-9
My Commission Expires 11/6/2021

NO LOT IN THIS SUBDIVISION IS ENROACHED BY ANY SPECIAL FLOOD HAZARD AREAS INUNDATED BY 100 YEAR FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY BOUNDARY MAP, (FLOOD INSURANCE RATE MAP). COMMUNITY PANEL No. 48491C0235F EFFECTIVE DATE, 12/20/19, FOR WILLIAMSON COUNTY, TEXAS.

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

_____ 10/27/2021
Bryan E. Moore, P.E. (TX 98920) Date
Steger Bizzell (F–181)
1978 South Austin Avenue
Georgetown, Texas 78626
512.930.9412

STATE OF TEXAS
BRYAN ERIC MOORE
98920
LICENSED
PROFESSIONAL ENGINEER

I, STEVEN W. WOMACK, A REGISTERED PROFESSIONAL LAND SURVEYOR, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING AND HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM AN ACTUAL AND ACCURATE ON–THE–GROUND SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS SHOWN HEREON WERE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION, IN ACCORDANCE WITH SECTION 232.001, LOCAL GOVERNMENT CODE OF TEXAS, THAT THE FIELD NOTES SHOWN HEREON CLOSE AND THAT ALL EXISTING EASEMENTS OF RECORD ARE SHOWN ON THIS PLAT.

_____ 27 OCT 21
STEVEN W. WOMACK DATE
REGISTERED PROFESSIONAL LAND SURVEYOR No. 5025

STATE OF TEXAS
REGISTERED
STEVEN W. WOMACK
5025
PROFESSIONAL
LAND SURVEYOR

OSSF

Based upon the representations of the Engineer or Surveyor whose seal is affixed hereto, and after review of the plat as represented by the said Engineer or Surveyor, I find that this plat complies with the requirements of Edwards Aquifer Regulations for Williamson County and Williamson County On–Site Sewage Facility Regulations. This certification is made solely upon such representations and should not be relied upon for verifications of the facts alleged. THE WILLIAMSON COUNTY ENGINEER'S OFFICE AND Williamson County disclaims any responsibility to any member of the public for independent verification of the representations, factual or otherwise, contained in this plat and the documents associated within it.

Roger Hickman
Roger Hickman For 10/28/21
J. Terron Evertson, PE, DR, CFM Terron Evertson Date
County Engineer

Addressing

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE 27 DAY OF October, 2021 A.D.

Cindy Bridges
Cindy Bridges WILLIAMSON COUNTY ADDRESSING COORDINATOR

ROADWAY CONSTRUCTION:

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 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 CULVERTS 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.

Owner's Responsibilities: It is the responsibility of the owner, not the County, to assure compliance with the provisions of all applicable state, federal and local laws and regulations relating to the platting and development of this property. The County assumes no responsibility for the accuracy of representations by other parties in this plat. Floodplain data, in particular, may change. It is further understood that the owners of the tract of land covered by this plat must install at their own expense all traffic control devices and signage that may be required before the roads in the subdivision have finally been accepted for maintenance by the County.

THE STATE OF TEXAS
THE 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 WRITTEN FIELD NOTES SHOWN HEREON, AND THE SURVEYOR'S CERTIFICATE APPEARING HEREON, KNOWN AS "NORTH HAVEN PHASE A", HAVING BEEN DULY PRESENTED TO THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS, AND BY SAID COURT WAS DULY CONSIDERED, WAS ON THIS DAY APPROVED, AND SAID 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

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

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

Steven Warner Womack, RPLS, PLS, NCEES
National Council of Examiners for Engineering and Surveying #1928
Texas Registered Professional Land Surveyor #5025
North Carolina Professional Land Surveyor # L–5043
E–Mail: SWRPLS@gmail.com Phone/Text: (512) 638–0220

North Haven Phase B

A SUBDIVISION IN WILLIAMSON COUNTY, TEXAS

SCALE: 1"= 100' DATE: 08/01/21
REVISED: DISK:
DRAWN BY: C.P.
FILE NAME: 18–001 PLAT
APPROVED BY: S.W.
PROJECT NO.: 18–001

Commissioners Court - Regular Session **37.**

Meeting Date: 11/02/2021

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 projects and budgets for the remaining funds in the 2022 Capital Improvement Program, Long Range Transportation (LTP), 2019 Road Bond, Coronavirus Aid, Relief, and Economic Security (CARES) Act, the American Rescue Pan Act (ARPA) and the 2021 Tax Anticipation Note (TAN).

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	10/27/2021 02:18 PM
Form Started By: Tomika Lynce		Started On: 10/27/2021 02:16 PM
Final Approval Date: 10/27/2021		

Commissioners Court - Regular Session **38.**

Meeting Date: 11/02/2021

Purchasing - Public Hearing Retention Request

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

10:00 AM

Conduct public hearing relating to a retention request from the Purchasing Department to increase the budgeted salary amount for the position of Senior Purchasing Coordinator, PCN #1220 and discuss (1) the reason for the salary increase in excess of the budgeted amount to include the public purpose that will be served by approving the request; and (2) the exact amount of the additional salary request, the source of payment and the schedule for implementation.

Background

1. The reason for the requested increase in salary above the budgeted amount is to retain this individual for the Projects Division in the Purchasing Department. This individual oversees all construction related solicitations. Construction solicitations can be complex and require a unique skillset. His division is in full compliance with Texas State Local Government Code on all procedures and has had good results despite the COVID disruptions and a less-than-optimal software platform for most of the year. This individuals' long experience and skill set is in high demand in this current job market. The potential disruption to the County's construction solicitations is concerning in the event that we must replace him. Construction solicitations will be delayed while we work to fill this position. Valuable organizational memory will be lost as well. The County's planned Capital Improvement Project (CIP) schedule will require a strong Projects Division Lead in the Purchasing Department to bring those projects and contracts forward successfully and in a timely manner. The Purchasing Department will be well served to retain this individual.
2. The additional salary amount per year being requested is $4,925.00. Staff recommends that funds for the adjusted salary amount come from existing Contract Specialist position PCN #1701, Grade B.26, currently vacant due to an individual retiring from that position. Staff recommends that $4,925.00 be taken from PCN #1701 and allow that open position to be posted and filled at a lower base salary and/or within policy guidelines. Approval of this request will be paid out at the regular bi-weekly schedule from the date of Court approval.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

PCN #1220 Retention Request

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	10/28/2021 10:21 AM
Form Started By: Joy Simonton		Started On: 10/28/2021 09:59 AM
Final Approval Date: 10/28/2021		

Retention Request

An increase in pay that is awarded to an employee as an incentive to retain them in their current position when the employee has received a bona-fide job offer from another department or employer or there is a high risk that the employee will be recruited or seek employment for a similar position with another employer/department with a higher salary.

Position Number	PCN 1220	**Commissioners Court Date**	11/2/2021
Position Title	Sr. Purchasing Coordinator		
Department Head/Elected Official	Joy Simonton	**Department/Office**	Purchasing Department
Budgeted Salary	FY 22 $64,574.96		
Requested Salary	$69.500.96		
Total Increase	$4,925.00		
Total Percent Increase	7.6%		
Source of Payment	General Fund		
Terms of Distribution	Salary Increase		

REASON THE PAYMENT IN EXCESS OF THE BUDGETED AMOUNT IS BEING OFFERED TO THE EMPLOYEE, INCLUDING THE PUBLIC PURPOSE THAT WILL BE SERVED BY MAKING THE EXCESS PAYMENT
The reason for the requested increase in salary above the budgeted amount is to retain this individual for the Projects Division in the Purchasing Department. This individual oversees all construction related solicitations. Construction solicitations can be complex and require a unique skillset. His division is in full compliance with Texas State Local Government Code on all procedures and has had good results despite the COVID disruptions and a less-than-optimal software platform for most of the year. This individuals' long experience and skill set is in high demand in this current job market. The potential disruption to the County's construction solicitations is concerning in the event that we must replace him. The County's planned Capital Improvement Project (CIP) schedule will require a strong Projects Division Lead in the Purchasing Department to bring those projects and contracts forward successfully and in a timely manner. The Purchasing Department will be well served to retain this individual.

Commissioners Court - Regular Session **39.**

Meeting Date: 11/02/2021

Purchasing Retention Funding Request

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a retention funding request for PCN #1220, Senior Purchasing Coordinator.

Background

Retention Request Form is attached. If approved, a line-item transfer will be on the 11/9/21 agenda.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

PCN #1220 Retention Request

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	10/28/2021 11:11 AM
Form Started By: Joy Simonton		Started On: 10/28/2021 10:19 AM
Final Approval Date: 10/28/2021		

Retention Request

An increase in pay that is awarded to an employee as an incentive to retain them in their current position when the employee has received a bona-fide job offer from another department or employer or there is a high risk that the employee will be recruited or seek employment for a similar position with another employer/department with a higher salary.

Position Number	PCN 1220	**Commissioners Court Date**	11/2/2021
Position Title	Sr. Purchasing Coordinator		
Department Head/Elected Official	Joy Simonton	**Department/Office**	Purchasing Department
Budgeted Salary	FY 22 $64,574.96		
Requested Salary	$69.500.96		
Total Increase	$4,925.00		
Total Percent Increase	7.6%		
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REASON THE PAYMENT IN EXCESS OF THE BUDGETED AMOUNT IS BEING OFFERED TO THE EMPLOYEE, INCLUDING THE PUBLIC PURPOSE THAT WILL BE SERVED BY MAKING THE EXCESS PAYMENT
The reason for the requested increase in salary above the budgeted amount is to retain this individual for the Projects Division in the Purchasing Department. This individual oversees all construction related solicitations. Construction solicitations can be complex and require a unique skillset. His division is in full compliance with Texas State Local Government Code on all procedures and has had good results despite the COVID disruptions and a less-than-optimal software platform for most of the year. This individuals' long experience and skill set is in high demand in this current job market. The potential disruption to the County's construction solicitations is concerning in the event that we must replace him. The County's planned Capital Improvement Project (CIP) schedule will require a strong Projects Division Lead in the Purchasing Department to bring those projects and contracts forward successfully and in a timely manner. The Purchasing Department will be well served to retain this individual.

Commissioners Court - Regular Session **40.**

Meeting Date: 11/02/2021

Emergency Service Districts Annual Audit Reports

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

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on accepting and receiving annual audit reports from Emergency Service Districts located within Williamson County in accordance with Health & Safety Code Sec. 775.082.

Background

The Emergency Services Districts located in Williamson County are submitting their annual audit reports in accordance with: Health & Safety Code Sec. 775.082. Audit of District in Less Populous Counties. (b) A district shall prepare and file with the commissioners court of each county that contains any part of the district on or before June 1 of each year an audit report of the district's fiscal accounts and records. The audit shall be performed and the report shall be prepared at the expense of the district. The county auditor, with the approval of the commissioners court, shall adopt rules relating to the format of the audit and report. If a district is located in more than one county, the county auditors, with the approval of the commissioners court of each county in which the district is located, shall adopt uniform rules relating to the format of the audit and report.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

ESD #1 - Jollyville
ESD #2 - Sam Bass
ESD #3 - Hutto
ESD #4 - Liberty Hill
ESD #5 - Jarrell
ESD #6 - Weir
ESD #7 - Florence
ESD #8 - Georgetown
ESD #9 - Round Rock
ESD #10 - Coupland-Thrall
ESD #11 - Cedar Park
ESD #12 - Cedar Park

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Becky Pruitt	10/26/2021 08:35 AM

Form Started By: Andrea Schiele
Started On: 10/25/2021 11:16 AM
Final Approval Date: 10/26/2021

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT No. 1

AUDITED FINANCIAL STATEMENTS

AND SUPPLEMENTAL SCHEDULES

AND INDEPENDENT AUDITOR'S REPORT

FOR THE FISCAL YEAR ENDED DECEMBER 31, 2020

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT No. 1

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The Accounting Firm of Donald L. Allman, CPA

Donald L. Allman, CPA, PC
4749 Williams Dr. ,Ste.332
Georgetown, Texas 78633
Phone: 512-422-3700
Fax: 512-240-5460
Email:dallman@donallmancpa.com

Independent Auditor's Report

To the Board of Directors
Williamson County Emergency Services District No. 1

We have audited the accompanying financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of the Williamson County Emergency Services District No. 1 ("the ESD") as of and for the year ended December 31, 2020, and the related notes to the financial statements, which collectively comprise the ESD's basic financial statements as listed in the table of contents.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, each major fund, and the aggregate remaining fund information of the Williamson County ESD No. 1 as of December 31, 2020, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information on pages 3 – 10 and 25 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Donald L. Allman, CPA

Georgetown, Texas
May 7, 2021

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 1
MANAGEMENT'S DISCUSSION AND ANALYSIS
FOR THE YEAR ENDED DECEMBER 31, 2020

Our discussion and analysis of the Williamson County Emergency Services District No. 1's financial performance provides an overview of the District's financial activities for the fiscal year ended December 31, 2020. Please review it in conjunction with the transmittal letter and the District's basic financial statements, which begin on page 11.

FINANCIAL HIGHLIGHTS

Total net position increased $509,481 from 2020.

The District had $2,118,160 in expenses related to governmental activities with $2,627,641 in program revenues to cover the cost of these programs. Excess funds increase the reserve balance.

USING THIS ANNUAL REPORT

This annual report consists of a series of financial statements. The Statement of Net Position and the Statement of Activities (on pages 11-12) provide information about the activities of the District as a whole and present a longer-term view of the District's finances. Fund financial statements start on page 13. These statements tell how these services were financed in the short-term as well as what remains for future spending. Fund financial statements also report the District's operations in more detail than the government-wide statements by providing information about the District's most financially significant funds.

Reporting the District as a Whole

The Statement of Net Position and the Statement of Activities

Our analysis of the District as a whole begins on page 11. One of the most important questions asked about the District's finances is "Is the District as a whole better off or worse as a result of this year's activities?" The Statement of Net Position and the Statement of Activities report information about the District as a whole and about its activities in a way that helps answer that question.

These statements include all assets and liabilities using the accrual basis of accounting, which is similar to accounting used by most private-sector companies. Accrual of the current year's revenues and expenses are taken into account regardless of when cash is received or paid.

These two statements report the District's net position and changes in that. You can think of the District's net position, the difference between assets, what the District owns, and liabilities, what the District owes, as one way to measure the District's financial health, or financial position. Over time, increases or decreases in the District's net position are one indicator of whether its financial health is improving or deteriorating. You will need to consider other non-financial factors, however, such as changes in the District's jurisdiction, the availability of capital projects, and continuing local governmental support to assess the overall health of the District.

Reporting the District's Most Significant Funds Major Funds

Fund Financial Statements -General

Our analysis of the District's major funds begins on page 13. The Fund financial statements begin on page 13 and provide detailed information about the most significant funds-not the District as a whole. Some funds are required to be established by State law. The District only has governmental funds.

Governmental Funds: The District's services are reported in governmental funds, which focus on how money flows into and out of those funds and the balances left at year-end that are available for spending. These funds are reported using an accounting method called *modified accrual* accounting, which measures cash and all other financial assets that can be readily converted to cash. The governmental fund statements provide a detailed short-term view of the District's operations and the services it provides. Governmental fund information helps you determine whether there are more or fewer financial resources that can be spent in the near future to finance the District's programs. We describe the relationship (or differences) between governmental activities (reported in the Statement of Net Position and the Statement of Activities) and governmental funds in a reconciliation beside the fund financial statements, if applicable.

Notes to the Financial Statements: The notes provide additional information that is essential to a full understanding of the data provided in the governmental-wide and fund financial statements. The notes to the financial statements can be found on pages 17-24 of this report.

Other information: In addition to the basic financial statements and accompanying notes, this report also presents budget to actual statements and schedules which can be found on pages 25-26 of this report.

THE DISTRICT AS A WHOLE

The District's total net position changed from a year ago, increasing from $8,829,584 to $9,339,365. Our analysis below focuses on the net position (Table 1) and changes in net position (Table 2) of the District's governmental activities.

Net position of the District's activities increased 5.8% or $509,481. Unrestricted net position, the part of net position that can be used to finance day-to-day operations without constraints established by debt covenants, enabling legislation, or other legal requirements – increased from $6,617,074 to $7,526,164. Restricted Fund Balance remained $1,000,000.

Table 1
Summary of Net Position

	2020	2019	$ Change	% Change
Cash and Current Assets	$ 7,714,647	$ 6,705,996	$ 1,008,651	15.0%
Property & SalesTaxes Rec.	910,995	911,078	$ (83)	100.0%
Capital Assets	813,201	1,212,510	(399,309)	-32.9%
Total Assets	$ 9,438,843	$ 8,829,584	$ 609,259	6.9%
Current Liabilities	$ 3,038	$ -	$ 3,038	-100.0%
Long-Term Obligations	96,440	-	96,440	0.0%
Total Liabilities	$ 99,478	$ -	$ 99,478	-100.0%
Net Position:				
Net Investment in Capital Assets	$ 813,201	$ 1,212,810	$ (399,609)	-32.9%
Restricted	1,000,000	1,000,000	-	0.0%
Unrestricted	7,526,164	6,617,074	909,090	13.7%
Total Net Assets	$ 9,339,365	$ 8,829,884	$ 509,481	5.8%

Table 2
Summary of Changes in Net Position for 2020
Compared With 2019 Activity

	2020	2019	$ Change	% Change
Program Revenues:				
Property Taxes	$ 1,827,751	$ 1,746,976	$ 80,775	4.6%
Sales Taxes	710,293	657,731	52,562	8.0%
Wilco Revenues	13,460	12,999	461	3.5%
Other income	3,893	59,784	(55,891)	-93.5%
Interest & Investment Income	72,244	49,865	22,379	44.9%
Total Revenues	$ 2,627,641	$ 2,527,355	$ 100,286	4.0%
Program Expenses:				
General Government	$ 2,118,160	$ 2,453,630	$ 335,470	-13.7%
Other (Income)/Expense	-	3,686	3,686	
Total Expenses	$ 2,118,160	$ 2,457,316	$ 339,156	-13.8%
Net Position Increase / (Decrease)	$ 509,481	$ 70,039	$ 439,442	627.4%

Table 3 presents the cost of each of the District's programs as well as each program's net cost (total cost less revenues generated by activities). The net cost shows the financial burden that was placed on the District by each of these functions.

Table 3
Governmental Activities

	Total Cost of Services		Net Cost of Services	
	2020	2019	2020	2019
General Government	$ 2,118,160	$ 2,453,630	$ 2,118,160	$ 2,453,630
Other Expense	-	3,686	-	3,686
Total Expenses	$ 2,118,160	$ 2,457,316	$ 2,118,160	$ 2,457,316

The decrease in general government expenses from 2019 to 2020 of $339,156 can be attributed to decreases in the Jollyville VFD contract.

THE DISTRICT'S FUND'S

Table 4
Change In Year End Fund Balance

	2019	2018	$ Change	% Change
Net Investment in Capital Asset	$ 813,201	$ 1,212,810	$ (399,609)	-32.9%
Restricted	1,000,000	1,000,000	-	0.0%
Unrestricted	7,526,164	6,617,074	909,090	13.7%
Total Governmental Balances	$ 9,339,365	$ 8,829,884	$ 509,481	5.8%

The 32.9% decrease in Capital Assets is due to depreciation. Restricted net assets remain $1,000,000 due to the Board of Directors not incorporating any changes.

The 13.7% increase in the Unrestricted fund balance can be attributed to increased property tax revenues.

Table 5 presents a summary of governmental fund revenues for the 2020 fiscal year and the amounts and percentages of increases and decreases in relation to the prior year.

Table 5
Total Governmental Fund Revenues

Revenue Source	2020	% of Total	Increase or (Decrease) Over 2019	% Increase / (Decrease)
Property taxes	1,827,751	69.6%	80,775	4.6%
Sales taxes	710,293	27.0%	52,562	8.0%
Other income	3,893	0.15%	(55,891)	-430.0%
Wilco Income	13,460	0.5%	461	3.5%
Investment Income	72,244	2.7%	22,379	44.9%
Total	$ 2,627,641	100.0%	$ 100,286	4.0%

The 4.6% increase in Property Tax revenues is primarily due to increases in the property tax base, the tax rate did not change.
The 8% increase in sales taxes is primarily due to a increase in sales revenues in the area. Interest rates decreased slightly, and continue to stay low, and did not fluctuate significantly during the year.

Table 6 presents the General Fund budget and the difference between the original budget and final budget for fiscal year 2020. Table 7 discusses the variance between the final budget and the actual results for the year.

Table 6
Original and Final Budget
Budgeted Amounts

	Original	Final	Variance
Revenues:			
Property Taxes	$ 1,729,759	$ 1,729,759	$ -
Sales Taxes	500,000	500,000	
Wilco Income	13,000	13,000	-
Interest Income	-	-	-
Other Income	-	-	-
Total Revenues	**$ 2,242,759**	**$ 2,242,759**	**$ -**
Expenditures:			
Current:			
Contracts for EMS & Firefighting	$ 1,616,000	$ 1,616,000	$ -
Insurance	48,200	48,200	-
Utilities	19,000	19,000	
Diesel, Gasoline & Oil	15,000	15,000	
Vehicle maintenance & repair	30,000	30,000	
County Appraisal District cost	10,000	10,000	
County Tax Assessor-Collector	3,000	3,000	
Audit cost & Legal fees&Sales tax	13,000	13,000	
Building repair, maintenance, equip	54,850	54,850	
Investment Advisory Agreement	1,800	1,800	
Training & other expenses	78,200	78,200	
Total Expenditures	**$ 1,889,050**	**$ 1,889,050**	**$ -**
Excess (Deficiency) of Revenues Over (Under) Expenditures	**$ 353,709**	**$ 353,709**	$ -

Original versus Final Budget

There were no differences between original and final budgeted amounts for 2020.

Final Budget versus Actual Results

The variance in **Property Tax** revenues is due to the District decreasing its overall property value due to annexation.

The variance in **General Government** expenditures is due to the increase in the contract services.

Table 7

Final Budget Versus Actual Results

General Fund

	Final Budget	Actual	Variance
Revenues:			
Property Taxes	$ 1,729,759	$ 1,827,751	$ 97,992
Sales Taxes	500,000	710,293	210,293
Wilco Income	13,000	13,460	460
Investment Income	-	72,244	72,244
Other Income	-	3,893	3,893
Total Revenues	**$ 2,242,759**	**$ 2,627,641**	**$ 384,882**
Final Budget Versus Actual Results			
Expenditures:			
Contracts for EMS & Firefighting	$ 1,616,000	$ 1,137,000	$ 479,000
Miscellaneous	69,100	224,112	$ (155,012)
Insurance	48,200	54,006	(5,806)
Utilities & communications	19,000	93,530	(74,530)
Diesel, Gasoline & Oil	15,000	14,518	482
Vehicle maintenance & repair	30,000	33,269	(3,269)
Training	$ 9,100	3,441	5,659
County Appraisal District cost	$ 10,000	10,476	(476)
County Tax Assessor-Collector	3,000	-	3,000
Audit, Legal, Sales Tax, Admin	13,000	44,848	(31,848)
Building repair, maintenance, equip	54,850	101,851	(47,001)
Depreciation	-	399,309	(399,309)
Investment Advisor, Sales Tax	1,800	1,800	-
Total Expenditures	**$ 1,889,050**	**$ 2,118,160**	**$ (229,110)**
Excess (Deficiency) of Revenues Over (Under) Expenditures	**$ 353,709**	**$ 509,481**	**$ 155,772**

CAPITAL ASSETS AND DEBT ADMINISTRATION

Capital Assets

At year-end, the District had $813,201 invested in equipment, trucks and building. This amount represents a $399,309, net decrease over the last year, which is due to depreciation.

Debt Administration

At fiscal year-end, the District had $0 in loans payable or long-term debt outstanding.

ECONOMIC FACTORS

The District operates solely in Williamson County and has since its inception. About 69% of the District's revenue comes from property taxes. The District's budgeting process must continue to work as closely as possible with the Williamson County Tax Assessor's office in order to meet the financial obligations of the District. The City of Austin is annexing parts of the WCESD # 1 service area which could decrease property tax revenues.

It is important that the District is able to succeed in carrying out its day-to-day operations and continue to be able to meet its financial obligations as well. The additional apparatus and equipment are vital to providing the best fire protection and EMT services to the citizens of the District.

REQUEST FOR INFORMATION

This financial report is designed to provide a general overview of the District's finances for all those with an interest in the District's finances. Questions concerning any of the information provided in this report or requests for additional information should be addressed to the Office of the Treasurer, 9218 Anderson Mill Road, Austin, TX 78729.

Treasurer
Williamson County Emergency Services District # 1

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT No. 1

STATEMENT OF NET POSITION

DECEMBER 31, 2020

Assets:		
Current Assets:		
Cash and Cash Equivalents	$	7,714,647
Property Taxes & Sales Tax Receivable		910,995
Total Current Assets	$	8,625,642
Non-Current Assets:		
Capital Assets:		
Building, Equipment & Trucks, Net of Accumulated Depreciation	$	813,201
Total Non-Current Assets	$	813,201
Total Assets	**$**	**9,438,843**
Liabilities:		
Current Liabilities:		
Accounts Payable	$	3,038
Unearned Revenue-Property Taxes		96,440
Payroll Taxes, Insurance & Retirement Payable		-
Current Portion of Long-Term Debt		-
Total Current Liabilities	$	99,478
Non-Current Liabilities:		
Notes & Leases Payable	$	-
Total Liabilities	**$**	**99,478**
Net Position:		
Net Investment in Capital Assets	$	813,201
Restricted for Debt Service, Fire Station, Apparatus & Regular Reserve		1,000,000
Unrestricted		7,526,164
Total Net Position	**$**	**9,339,365**

See accompanying notes to the financial statements.

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT No. 1

STATEMENT OF ACTIVITIES

FOR THE YEAR ENDED DECEMBER 31, 2020

Functions/Programs	Expenses	Program Revenues	Net Revenue and Change in Net Position Primary Government Governmental Activities
Governmental Activities:			
General Government	2,118,160	$ 2,541,937	$ 423,777
Other Income/Expense	-	-	-
Total Governmental Activities	$ 2,118,160	$ 2,541,937	$ 423,777

General Revenues:	
Unrestricted Interest Earnings	$ 72,244
Wilco Revenues	13,460
Total General Revenues	$ 85,704
Change in Net Position	$ 509,481
Net Position - Beginning	8,829,884
Prior Period Adjustment	-
Net Position - Ending	$ 9,339,365

See accompanying notes to the financial statements.

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT No. 1

BALANCE SHEET – GOVERNMENTAL FUNDS

DECEMBER 31, 2020

	General	Total Governmental Funds
Assets:		
Cash and Cash Equivalents	$ 7,714,647	$ 7,714,647
Property& Sales Taxes Receivable	910,995	$ 910,995
Total Assets	**$ 8,625,642**	**$ 8,625,642**
Liabilities and Fund Balances		
Liabilities:		
Accounts Payable	$ 3,038	$ 3,038
Unearned Revenue Property Tax	840,327	840,327
Payroll Taxes, Insurance & Retirement Payable	-	-
Total Liabilities	**$ 843,365**	**$ 843,365**
Fund Balances		
Nonspendable	$ -	$ -
Restricted		
Unassigned	7,782,277	7,782,277
Total Fund Balances	**$ 7,782,277**	**$ 7,782,277**
Total Liabilities and Fund Balances	**$ 8,625,642**	**$ 8,625,642**

See accompanying notes to financial statements.

RECONCILIATION OF TOTAL GOVERNMENTAL FUND BALANCES TO NET ASSETS OF GOVERNMENTAL ACTIVITIES
DECEMBER 31, 2020

Total fund balance – total governmental funds	$ 7,782,277
Amounts reported for governmental activities in the statement of net assets are different because:	
Capital assets used in the governmental activities are not financial resources and therefore are not reported in the funds.	$ 813,201
The current portion of property taxes receivable is not included in governmental activities due to receivables not being included in governmental activities.	$ -
Unearned Revenues are not reported in governmental funds	$ 840,327
Long-term liabilities are not due and payable in the current period and therefore are not reported in the funds.	$ (96,440)
Net position of governmental activities	$ 9,339,365

See accompanying notes to financial statements.

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT No. 1

STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES – GOVERNMENTAL FUNDS

DECEMBER 31, 2020

	General	Total Governmental Funds
Revenues:		
Property Taxes	$ 1,842,582	$ 1,842,582
Sales Taxes	710,293	710,293
Wilco Revenues	13,460	13,460
Miscellaneous	3,893	3,893
Interest Earnings	72,244	72,244
Total Revenues	**$ 2,642,472**	**$ 2,642,472**
Expenditures:		
Current:		
General Government	$ 1,622,111	$ 1,622,111
Capital Outlay	-	-
Debt Service:		
Principal	-	-
Interest	-	-
Total Expenditures	**$ 1,622,111**	**$ 1,622,111**
Excess (Deficiency) of Revenues Over (Under) Expenditures	**$ 1,020,361**	**$ 1,020,361**
Other Expenses	**$ -**	**$ -**
Net Changes in Fund Balances	**$ 1,020,361**	**$ 1,020,361**
Fund Balances - Beginning	**$ 6,761,916**	**$ 6,761,916**
Fund Balances - Ending	**$ 7,782,277**	**$ 7,782,277**

See accompanying notes to the financial statements.

RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED DECEMBER 31, 2020

Net change in fund balance - total governmental funds	$ 1,020,361
Amounts reported for governmental activities in the statement of net assets are different because:	
Governmental funds report capital outlays as expenditures. However, in the statement of activities, the cost of those assets is allocated over their useful lives as depreciation expense. This is the amount by which depreciation (399,309) was more than capital outlays (0) in the current period.	$ (399,309)
Revenues in the statement of activities that do not provide current financial resources are not reported as revenues in the funds.	
Property taxes not collected	$ 840,327
Less: Prior year	855,158
Balance	$ (14,831)
Repayment of debt principal is an expenditure in the governmental funds, but the repayment reduces long-term liabilities in the statement of net assets.	$ -
Deferred tax revenues not included in governmental funds	$ (96,740)
Changes in net position of governmental activities	$ 509,481

See accompanying notes to the financial statements.

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 1
NOTES TO THE FINANCIAL STATEMENTS
DECEMBER 31, 2020

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A. Reporting Entity

Williamson County Emergency Services District No. 1 (the District) is a governmental unit of the State of Texas that was formed in September of 1995. The entity is responsible for providing fire and emergency services in Williamson County, Texas. The District provides fire and emergency medical services to a certain geographic portion of Williamson County including Jollyville, Texas, an unincorporated area located in Williamson County. The District was created and operates under Article III, Section 48-3, of the Texas Constitution for the protection of human life and health as provided by that Act. The District's operations are governed by the Texas Health and Safety Code, Chapter 775 Emergency Services Districts.

The accompanying statements of the District have been prepared in conformity with accounting principles generally accepted in the United States of America (GAAP) as applicable to governmental units. The financial statements include all organizations, activities, and functions that comprise the District. Component units are legally separate entities for which the District (the primary entity) is financially accountable. Financial accountability is defined as the ability to appoint a voting majority of the organization's governing body and either (1) the District's ability to impose its will over the organization or (2) the potential that the organization will provide a financial benefit to, or impose a financial burden on, the District. Using these criteria, the District has no component units.

B. Government-wide and fund financial statements

The government-wide financial statements (i.e., the statement of net assets and the statement of changes in net assets) report information on all of the non-fiduciary activities of the primary government.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment are offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. Program revenues primarily consist of Ad Valorem taxes received from the County's appraisal district.

C. Measurement focus, basis of accounting, and financial statement presentation

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of the related cash flows. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting.

Grants and entitlements and interest associated with the current fiscal period are all considered susceptible to accrual and so have been recognized as revenues of the current fiscal period. All other revenue items are considered measurable and available only when the District receives cash.

Fund Accounting

The District uses funds to maintain its financial records during the year. A fund is defined as a fiscal and accounting entity with a self-balancing set of accounts. The District only uses governmental funds.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Governmental Funds

Governmental funds are those through which most governmental functions typically are financed. Governmental funds reporting focuses on the sources, uses, and balances of current financial resources. Expendable assets are assigned to the various governmental funds according to the purpose for which they may or must be used. Current liabilities are assigned to the fund from which they will be paid. The difference between governmental fund assets and liabilities is reported as fund balance.

The District reports the following major governmental funds:

General Fund – The General Fund is used to account for all financial resources of the District except those required to be accounted for in another fund. The general fund balance is available to the District for any purpose provided it is expended or transferred according to the general laws of Texas and the bylaws of the District.

Revenues – Exchange and Non-Exchange Transactions

Revenue resulting from exchange transactions, in which each party gives and receives essentially equal value, is recorded on the accrual basis when the exchange takes place. On a modified accrual basis, revenue is recorded in the fiscal year in which the resources are measurable and become available. Available means that the resources will be collected within the current fiscal year or are expected to be collected soon enough thereafter to be used to pay liabilities of the current fiscal year. For the District, available means expected to be received within thirty-one days of fiscal year-end. Under the modified accrual basis, only interest is considered to be both measurable and available at fiscal year-end. Non-exchange transactions, in which the District receives value without directly giving value in return, includes grants and donations. On an accrual basis, revenue from grants and donations is recognized in the fiscal year in which all eligibility requirements have been satisfied.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Eligibility requirements include timing requirements, which specify the year when the resources are required to be used or the fiscal year when use is first permitted, matching requirements, in which the District must provide local resources to be used for a specific purpose, and expenditure requirements, in which the resources are provided to the District on a reimbursement basis. On a modified accrual basis, revenue from non-exchange transactions must be available before it can be recognized.

Expenses/Expenditures

On an accrual basis of accounting, expenses are recognized at the time they are incurred. The measurement focus of governmental fund accounting is on decreases in net financial resources (expenditures) rather than expenses. Expenditures are generally recognized in the accounting period in which the related fund liability is incurred, if measurable.

C. Cash and Cash Equivalents

Y

Cash and equivalents include all highly-liquid investments with a maturity of three months or less at the date of purchase. During 2019-2020, cash and cash equivalents accounts were limited to Frost Bank, and Certificates of Deposit with East West Bank. The District also has investments with TexPool, Federal Agency Coupon Securities, and Commercial Paper.

D. Restricted Assets

Restricted assets are cash and cash equivalents whose use is limited by legal requirements. The District's Board of Directors voted to establish reserve and restricted accounts in 2012-2013 for Equipment and Contingencies in the amounts of $500,000 each. Another $500,000 is reserved for Debt Service and the Fire Station Reserve, and WCESD # 1 currently does not have any outstanding debt.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

E. **Capital Assets**

General capital assets generally result from expenditures in the governmental funds. These assets are reported on the government-wide statement of net position and in the General Fund. All capital assets are recorded at cost and updated for additions and retirements during the year. The District does possess building infrastructure. Other capital assets consist of fire-fighting & EMT equipment and fire trucks. Improvements are capitalized; the cost of normal maintenance and repairs that do not add to the value of the asset or materially extend the asset's life are not.

F. **Reservations of Fund Balance**

The District records reservations for portions of fund equity which are legally segregated for specific future use or which do not represent available expendable resources and therefore, are not available for appropriations or expenditures in the governmental fund balance sheet. Unreserved fund balance indicates that portion of fund equity, which is available for appropriations, in future periods. Fund equity reserves have been established for Equipment and Contingencies. If restricted and unrestricted assets are available for the same purpose, then restricted assets will be used before unrestricted assets.

G. **Net Position**

Net Position presents the difference between assets and liabilities in the statement of net assets. Net position invested in capital assets are reduced by the outstanding balances of any borrowing used for the acquisition, construction, or improvement of those assets.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Net position is reported as restricted when there are legal limitations imposed on their use by District legislation or external restrictions by creditors, grantors, laws or regulations of other governments.

H. Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. Actual results may differ from those estimates.

I. Accrued Liabilities

The District reports accrued liabilities on the statement of net assets. The District reports accounts payable of $3,038 during 2020.

NOTE 2 – TAX REVENUES

The District's tax revenue is collected by County of Williamson, Texas, (the County) under the provisions of a tax collection agreement signed September, 1995. Under the agreement, the County is responsible for making the calculations necessary for the District to comply with the statutory requirements for setting tax rates as specified in Chapter 26 of the Texas Property Tax Code and collecting the appropriate tax. The County periodically remits the collected taxes to the District. The agreement may be terminated by either party on written notice, but neither party has expressed an interest in terminating the agreement. The County provides the District with written reports necessary to keep the District advised of all financial information affecting the District. Property taxes attach as an enforceable lien on property as of January 1. Taxes are levied on October 1 and are due and payable on or before January 31 of the following year. All unpaid taxes become delinquent February 1 of the following year. The District pays the County for its tax collection activity in four quarterly payments, which totaled $10,476 USD for 2020. The amount is determined by the County based on an amount per each parcel of taxable property, or account taxable by the District. The tax rate for WCESD # 1 for 2020 is $.10 per $100 valuation of property. The total adjusted original tax roll was $1,827,751 on $182,775,130 valuation. Property taxes receivable at 12/31/20 total $840,327 with $833,439 being current and $6,888 being delinquent.

NOTE 3 – CASH AND CASH EQUIVALENTS

Cash resources of several individual funds are combined to form a pool of cash and investments. In addition, investments are separately held by a number of individual funds. Statutes require the classification of funds held by the District into three categories.

Category 1 consists of "active" funds – those funds required to be kept in "cash" or "near cash" status for immediate use by the District. Such funds must be maintained either as cash in the District Treasury or in depository accounts payable or withdrawal on demand, including negotiable order of withdrawal (NOW) accounts.

Category 2 consists of "inactive" funds – those funds not required for use within the current two-year period of designation of depositories. Inactive funds may be deposited or invested only as certificates of deposit maturing no later than the end of the current period of designation of depositories.

Category 3 consists of "interim" funds – those funds not needed for immediate use, but needed before the end of the current period of designation of depositories. Interim funds may be invested or deposited in the following securities:

- United States Treasury notes, bills, bonds or any other obligation or security issued by the United States Treasury or any other obligation guaranteed as to principal or interest by the United States.
- Bonds, notes, debentures, or any other obligations or securities issued by any federal government agency or instrumentality, including but not limited to, the federal national mortgage association, federal home loan bank, federal farm credit bank, federal home loan mortgage corporation, government national mortgage association, and student loan marketing association. All federal agency securities shall be direct issuances of federal government agencies or instrumentalities

A. Deposits

At year-end the carrying amount of the District's deposits was $7,714,647 and the bank balance was $7,714,647. Federal depository insurance coverage totals $250,000. The deposits were classified as category 1, collateralized, as defined by GASB Statement 3 "Deposits with Financial Institutions, Investments and Reverse Repurchase Agreements. Securities pledged as collateral for Williamson County Emergency Services District No. 1 at December 31, 2020 totaled $7,464,647.

NOTE 4 - GENERAL FIXED ASSETS

A summary of changes in general fixed assets for the year ended December 31, 2020:

Property & Equipment	At 12/31/20
Anderson Mill Renovations	1,416,163.00
Anderson Mill Station	333,076.00
Portable Building	7,508.00
Trucks & Equipment	3,633,927.00
Furniture & Fixtures	54,375.00
Land, Anderson Mill Road	10.00
Accumulated Depreciation	(4,631,858.00)
Net Property & Equipment	813,201.00

Depreciation expense for the year ended 12/31/20 was $399,309.

NOTE 5 – CONTINGENCIES

As of December 31, 2020, the District did not have any material pending litigation or potential non-disclosed liabilities.

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT No. 1

SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE BUDGET AND ACTUAL (NON-GAAP BUDGETARY BASIS) GENERAL FUND

FOR THE YEAR ENDED DECEMBER 31, 2020

	Budgeted Amounts			Variance with Final Budget
	Original	Final	Actual	Positive (Negative)
Revenues:				
Property Taxes	$ 1,729,759	$ 1,729,759	$ 1,827,751	$ 97,992
Sales Taxes	500,000	500,000	710,293	210,293
Other Income	-	-	3,893	3,893
Wilco Income	13,000	13,000	13,460	460
Investment Earnings	-	-	72,244	72,244
Total Revenues	**$ 2,242,759**	**$ 2,242,759**	**$ 2,627,641**	**$ 384,882**
Expenditures:				
Current:				
General Government	$ 1,889,050	$ 1,889,050	$ 2,118,160	$ (229,110)
Capital Outlay	-	-	-	-
Debt Service	-	-	-	-
Total Expenditures	**$ 1,889,050**	**$ 1,889,050**	**$ 2,118,160**	**$ (229,110)**
Excess (Deficiency) of Revenues Over (Under) Expenditures	**$ 353,709**	**$ 353,709**	**$ 509,481**	**$ 155,772**
Excess (Deficiency) of Revenues and Other Financing Sources Over (Under) Expenditures and Other Financing Sources (Uses)	**$ 353,709**	**$ 353,709**	**$ 509,481**	
Fund Balances - Beginning	**$ 8,829,584**	**$ 8,829,584**	**$ 8,829,584**	
Fund Balances - Ending	**$ 9,183,293**	**$ 9,183,293**	**$ 9,339,065**	

See accompanying notes to the financial statements.

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT No. 1

NOTES TO REQUIRED SUPPLEMENTARY INFORMATION

DECEMBER 31, 2020

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Budgetary Process

The budgetary process is prescribed by the provisions of the Texas Constitution and entails the preparation of budgetary documents within an established timeline. Legally, the Texas Constitution does not strictly impose a requirement on the District to follow the budgetary process but the District chose to follow the budgetary process. The major documents prepared are an estimated budget with revenues and expenditures. The level of budgetary control is at the object level for the District. The budget is not amended for modifications or changes during the year. All expenditures are approved by the Board beforehand.

1. Estimated Resources

As part of the District's budgetary process, the Board approves the official estimated resources. The official estimated resources state the projected revenue for the District. The estimated revenue is calculated from information from the Williamson County Appraisal District. The budget is not revised or amended for increases or decreases in estimated revenues.

2. Appropriations

Estimated appropriations are prepared for the annual budget. All appropriations, no matter how small or how large, still must be approved by the Board before remittance, whether or not they were included in the budget.

3. Budgetary Basis of Accounting

The District's budgetary process accounts for certain transactions on a basis other than GAAP. The major differences between the budgetary basis and the GAAP basis lie in the manner in which revenues and expenditures are recorded. Under the budgetary process, revenues and expenditures are recognized on the cash basis. Utilizing the cash basis, revenues are recorded when received in cash and expenditures are recorded when paid. Under the GAAP basis, revenues and expenditures are recorded on the modified accrual basis of accounting on the governmental fund statements and on the full accrual basis on the government-wide statements. See page 14 for a reconciliation between governmental funds and GAAP basis net equity fund balance.

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REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

To the Board of Directors
Williamson County ESD # 1

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of Williamson County ESD # 1 as of and for the year ended December 31, 2020, and the related notes to the financial statements, which collectively comprise Williamson County ESD # 1's basic financial statements, and have issued our report thereon dated May 7, 2021.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered Williamson County ESD # 1's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Williamson County ESD # 1's internal control. Accordingly, we do not express an opinion on the effectiveness of Williamson County ESD # 1's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Williamson County ESD #1's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Donald L. Allman, CPA

Georgetown, TX
May 7, 2021

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 2

WILLIAMSON COUNTY, TEXAS

ANNUAL FINANCIAL REPORT

DECEMBER 31, 2020

McCALL GIBSON SWEDLUND BARFOOT PLLC
Certified Public Accountants

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 2

WILLIAMSON COUNTY, TEXAS

ANNUAL FINANCIAL REPORT

DECEMBER 31, 2020

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INDEPENDENT AUDITOR'S REPORT

Board of Commissioners
Williamson County Emergency
Services District No. 2
Williamson County, Texas

We have audited the accompanying financial statements of the governmental activities and major fund of Williamson County Emergency Services District No. 2 (the "District"), as of and for the year ended December 31, 2020, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and major fund of the District as of December 31, 2020, and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the Management's Discussion and Analysis and the Schedule of Revenues, Expenditures, and Changes in Fund Balance – Budget and Actual – General Fund be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the District's basic financial statements. The other supplementary information is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The supplementary information, excluding that portion marked "Unaudited" on which we express no opinion or provide any assurance, has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the basic financial statements as a whole.

McCall Gibson Swedlund Barfoot PLLC

McCall Gibson Swedlund Barfoot PLLC
Certified Public Accountants
Houston, Texas

May 20, 2021

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 2
MANAGEMENT'S DISCUSSION AND ANALYSIS
FOR THE YEAR ENDED DECEMBER 31, 2020

Management's discussion and analysis of Williamson County Emergency Services District No. 2's (the "District") financial performance provides an overview of the District's financial activities for the fiscal year ended December 31, 2020. Please read it in conjunction with the District's financial statements.

USING THIS ANNUAL REPORT

This annual report consists of a series of financial statements. The basic financial statements include: (1) combined fund financial statements and government-wide financial statements and (2) notes to the financial statements. The combined fund financial statements and government-wide financial statements combine both: (1) the Statement of Net Position and Governmental Fund Balance Sheet and (2) the Statement of Activities and Governmental Fund Statement of Revenues, Expenditures and Changes in Fund Balance. This report also includes required and other supplementary information in addition to the basic financial statements.

GOVERNMENT-WIDE FINANCIAL STATEMENTS

The District's annual report includes two financial statements combining the government-wide financial statements and the fund financial statements. The government-wide financial statements provide both long-term and short-term information about the District's overall status. Financial reporting at this level uses a perspective like that found in the private sector with its basis in full accrual accounting and elimination or reclassification of internal activities.

The Statement of Net Position includes all the District's assets, liabilities and deferred inflows and outflows of resources, with the difference reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the District as a whole is improving or deteriorating. Evaluation of the overall health of the District would extend to other non-financial factors.

The Statement of Activities reports how the District's net position changed during the current fiscal year. All current year revenues and expenses are included regardless of when cash is received or paid.

FUND FINANCIAL STATEMENTS

The combined statements also include fund financial statements. A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The District has one governmental fund type. The General Fund accounts for resources not accounted for in another fund, property tax revenues, costs of assessing and collecting taxes, and general expenditures.

FUND FINANCIAL STATEMENTS (Continued)

Governmental funds are reported in each of the financial statements. The focus in the fund financial statements provides a distinctive view of the District's governmental fund. These statements report short-term fiscal accountability focusing on the use of spendable resources and balances of spendable resources available at the end of the year. They are useful in evaluating annual financing requirements of the District and the commitment of spendable resources for the near-term.

Since the government-wide focus includes the long-term view, comparisons between these two perspectives may provide insight into the long-term impact of short-term financing decisions. The adjustments columns, the Reconciliation of the Governmental Fund Balance Sheet to the Statement of Net Position and the Reconciliation of the Governmental Fund Statement of Revenues, Expenditures and Changes in Fund Balance to the Statement of Activities explain the differences between the two presentations and assist in understanding the differences between these two perspectives.

NOTES TO THE FINANCIAL STATEMENTS

The accompanying notes to the financial statements provide information essential to a full understanding of the government-wide and fund financial statements.

OTHER INFORMATION

In addition to the financial statements and accompanying notes, this report also presents certain required supplementary information ("RSI"). The budgetary comparison schedule is included as RSI for the General Fund.

GOVERNMENT-WIDE FINANCIAL ANALYSIS

Net position may serve over time as a useful indicator of the District's financial position. In the case of the District, assets exceeded liabilities and deferred inflows of resources by $5,268,012 as of December 31, 2020.

A portion of the District's net position reflects its net investment in capital assets (buildings, vehicles and equipment less any debt used to acquire those assets that is still outstanding). The District uses these assets to provide for firefighting and emergency services.

GOVERNMENT-WIDE FINANCIAL ANALYSIS (Continued)

The following is a comparative analysis of government-wide changes in net position:

	Summary of Changes in the Statement of Net Position		
	2020	2019	Change Positive (Negative)
Current and Other Assets	$ 6,244,374	$ 6,369,424	$ (125,050)
Capital Assets (Net of Accumulated Depreciation)	6,950,899	7,153,548	(202,649)
Total Assets	$ 13,195,273	$ 13,522,972	$ (327,699)
Long -Term Liabilities	$ 4,237,444	$ 4,477,725	$ 240,281
Other Liabilities	287,823	281,427	(6,396)
Total Liabilities	$ 4,525,267	$ 4,759,152	$ 233,885
Deferred Inflows of Resources	$ 3,401,994	$ 3,307,218	$ (94,776)
Net Position:			
Net Investment in Capital Assets	$ 2,473,174	$ 2,443,880	$ 29,294
Unrestricted	2,794,838	3,012,722	(217,884)
Total Net Position	$ 5,268,012	$ 5,456,602	$ (188,590)

The following table provides a summary of the District's operations for the years ended December 31, 2020, and December 31, 2019.

	Summary of Changes in the Statement of Activities		
	2020	2019	Change Positive (Negative)
Revenues:			
Property Taxes	$ 3,292,103	$ 3,167,247	$ 124,856
Mutual Aid Revenues	28,031	27,057	974
Other Revenues	53,551	114,639	(61,088)
Total Revenues	$ 3,373,685	$ 3,308,943	$ 64,742
Expenses for Services	3,562,275	2,989,674	(572,601)
Change in Net Position	$ (188,590)	$ 319,269	$ (507,859)
Net Position, Beginning of Year	5,456,602	5,137,333	319,269
Net Position, End of Year	$ 5,268,012	$ 5,456,602	$ (188,590)

FINANCIAL ANALYSIS OF THE DISTRICT'S GOVERNMENTAL FUNDS

The District's General Fund fund balance as of December 31, 2020, was $2,805,909, a decrease of $225,002 from the prior year. This decrease was primarily due to operating expenditures and capital costs exceeding property tax revenues and operating revenues.

GENERAL FUND BUDGETARY HIGHLIGHTS

The Board of Commissioners annually adopts an unappropriated budget for the General Fund and did not amend the budget during the current fiscal year. Actual revenues were $69,414 more than budgeted revenues. Actual expenditures were $103,612 less than budgeted expenditures.

CAPITAL ASSETS

Capital assets as of December 31, 2020, total $6,950,899 (net of accumulated depreciation) and include buildings, vehicles and equipment. Significant capital asset events during the current fiscal year included completed construction of a fence at Fire Station No. 3.

Capital Assets At Year-End, Net of Accumulated Depreciation

	2020	2019	Change Positive (Negative)
Capital Assets Not Being Depreciated:			
Land and Land Improvements	$ 209,694	$ 209,694	$
Capital Assets, Net of Accumulated Depreciation:			
Buildings and Improvements	5,880,324	5,999,544	(119,220)
Firefighting Vehicles and Equipment	860,881	944,310	(83,429)
Total Net Capital Assets	$ 6,950,899	$ 7,153,548	$ (202,649)

Additional information on the District's capital assets can be found in Note 6 of this report.

LONG-TERM DEBT ACTIVITY

At the end of the current fiscal year, the District had total long-term debt payable of $4,477,725. The changes in the debt position of the District during the fiscal year ended December 31, 2020, are summarized as follows:

Capital Lease Payable, January 1, 2020	$	518,254
Less: Capital Lease Principal Paid		68,356
Capital Lease Payable, December 31, 2020	$	449,898

Note Payable, January 1, 2020	$	4,191,414
Less: Note Principal Paid		163,587
Note Payable, December 31, 2020	$	4,027,827

CONTACTING THE DISTRICT'S MANAGEMENT

This financial report is designed to provide a general overview of the District's finances. Questions concerning any of the information provided in this report or requests for additional information should be addressed to Williamson County Emergency Services District No. 2, 16248 Great Oaks Drive, Round Rock, TX 78681.

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 2
STATEMENT OF NET POSITION AND GOVERNMENTAL FUND BALANCE SHEET
DECEMBER 31, 2020

	General Fund	Adjustments	Statement of Net Position
ASSETS			
Cash	$ 1,241	$	$ 1,241
Investments	5,018,526		5,018,526
Receivables:			
Property Taxes	1,195,236		1,195,236
Penalty and Interest on Delinquent Taxes		13,230	13,230
Accrued Interest	11,147		11,147
Prepaid Costs	4,994		4,994
Land		209,694	209,694
Capital Assets (Net of Accumulated Depreciation)		6,741,205	6,741,205
TOTAL ASSETS	$ 6,231,144	$ 6,964,129	$ 13,195,273
LIABILITIES			
Accounts Payable	$ 2,644	$	$ 2,644
Accrued Interest Payable		44,898	44,898
Long-Term Liabilities:			
Capital Lease Payable Within One Year		70,167	70,167
Capital Lease Payable After One Year		379,731	379,731
Note Payable Within One Year		170,114	170,114
Note Payable After One Year		3,857,713	3,857,713
TOTAL LIABILITIES	$ 2,644	$ 4,522,623	$ 4,525,267
DEFERRED INFLOWS OF RESOURCES			
Property Taxes	$ 3,422,591	$ (20,597)	$ 3,401,994
FUND BALANCE			
Nonspendable -			
Prepaid Costs	$ 4,994	$ (4,994)	$
Assigned for 2021 Budget Deficit	322,314	(322,314)	
Unassigned	2,478,601	(2,478,601)	
TOTAL FUND BALANCE	$ 2,805,909	$ (2,805,909)	$ - 0 -
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCE	$ 6,231,144		
NET POSITION			
Net Investment in Capital Assets		$ 2,473,174	$ 2,473,174
Unrestricted		2,794,838	2,794,838
TOTAL NET POSITION		$ 5,268,012	$ 5,268,012

The accompanying notes to the financial statements are an integral part of this report.

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 2
RECONCILIATION OF THE GOVERNMENTAL FUND BALANCE SHEET TO THE STATEMENT OF NET POSITION
DECEMBER 31, 2020

Total Fund Balance - Governmental Funds		$ 2,805,909
Amounts reported for governmental activities in the Statement of Net Position are different because:		
Land, construction in progress and capital assets used in governmental activities are not financial resources and, therefore, are not reported as assets in the governmental fund.		6,950,899
Deferred inflows of resources related to property tax revenues and uncollected penalty and interest revenues on delinquent taxes for the 2019 and prior tax levies became part of recognized revenues in the governmental activities of the District.		33,827
Certain liabilities are not due and payable in the current period and, therefore, are not reported as liabilities in the governmental fund. These liabilities at year-end consist of:		
Accrued Interest Payable	$ 44,898	
Capital Leases Payable Within One Year	70,167	
Capital Leases Payable After One Year	379,731	
Notes Payable Within One Year	170,114	
Notes Payable After One Year	3,857,713	(4,522,623)
Total Net Position - Governmental Activities		$ 5,268,012

The accompanying notes to the financial statements are an integral part of this report.

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 2
STATEMENT OF ACTIVITIES AND GOVERNMENTAL FUND STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
FOR THE YEAR ENDED DECEMBER 31, 2020

	General Fund	Adjustments	Statement of Activities
REVENUES			
Property Taxes	$ 3,289,237	$ 2,866	$ 3,292,103
Mutual Aid Revenues	28,031		28,031
Penalty and Interest	6,748	2,314	9,062
Investment Revenues	44,366		44,366
Miscellaneous Revenues	123		123
TOTAL REVENUES	$ 3,368,505	$ 5,180	$ 3,373,685
EXPENDITURES/EXPENSES			
Service Operations:			
District Services - Sam Bass Fire Department	$ 3,000,000	$	$ 3,000,000
Accounting and Auditing Fees	35,994		35,994
Appraisal District Fees	19,614		19,614
Commissioner Fees	9,500		9,500
Legal Fees-General	1,581		1,581
Legal Fees-Delinquent Tax Collections	1,496		1,496
Tax Assessor/Collector Fees	2,390		2,390
Depreciation		263,759	263,759
Other	48,908		48,908
Capital Outlay	61,110	(61,110)	
Debt Service:			
Capital Lease Principal	68,356	(68,356)	
Note Principal	163,587	(163,587)	
Capital Lease Interest	13,734	(325)	13,409
Note Interest	167,237	(1,613)	165,624
TOTAL EXPENDITURES/EXPENSES	$ 3,593,507	$ (31,232)	$ 3,562,275
NET CHANGE IN FUND BALANCE	$ (225,002)	$ 225,002	$
CHANGE IN NET POSITION		(188,590)	(188,590)
FUND BALANCE/NET POSITION - JANUARY 1, 2020	3,030,911	2,425,691	5,456,602
FUND BALANCE/NET POSITION - DECEMBER 31, 2020	$ 2,805,909	$ 2,462,103	$ 5,268,012

The accompanying notes to the financial statements are an integral part of this report.

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 2
RECONCILIATION OF THE GOVERNMENTAL FUND STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE TO THE STATEMENT OF ACTIVITIES FOR THE YEAR ENDED DECEMBER 31, 2020

Net Change in Fund Balance - Governmental Fund	$	(225,002)
Amounts reported for governmental activities in the Statement of Activities are different because:		
Governmental funds report tax revenues when collected. However, in the government-wide financial statements, revenues are recorded in the accounting period for which the taxes are levied.		2,866
Governmental funds report penalty and interest revenues on delinquent property taxes when collected. However, in the government-wide financial statements, revenues are recorded when penalty and interest are assessed.		2,314
Governmental funds do not account for depreciation. However, in the government-wide financial statements, capital assets are depreciated and depreciation expense is recorded in the Statement of Activities.		(263,759)
Governmental funds report capital asset purchases as expenditures in the period purchased. However, in the government-wide financial statements, capital assets are increased by new purchases that meet the District's threshold for capitalization, and are owned and maintained by the District. All other capital asset purchases are expensed in the Statement of Activities.		61,110
Governmental funds report principal payments on long-term liabilities as expenditures. However, in the government-wide financial statements, principal payments decrease long-term liabilities and the Statement of Activities is not affected.		231,943
Governmental funds report interest payments on capital leases and notes as expenditures in the year paid. However, in the Statement of Net Position, interest is accrued on leases and notes through fiscal year-end.		1,938
Change in Net Position - Governmental Activities	$	(188,590)

The accompanying notes to the financial statements are an integral part of this report.

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WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 2
NOTES TO THE FINANCIAL STATEMENTS
DECEMBER 31, 2020

NOTE 1. CREATION OF DISTRICT

Williamson County Rural Fire Prevention District No. 2 was created November 3, 1987, under Chapter 794 of the Health and Safety Code. At an election held on August 9, 1997, voters approved to convert the District to an emergency services district. Effective September 8, 1997, the District became Williamson County Emergency Services District No. 2 (the "District"). The District now operates under Chapter 775 of the Health and Safety Code. The District was established to provide operating and capital funds for the contracting of fire protection services to the residents of the District.

NOTE 2. SIGNIFICANT ACCOUNTING POLICIES

The accompanying financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America as promulgated by the Governmental Accounting Standards Board ("GASB").

The District is a political subdivision of the State of Texas governed by an appointed board. GASB has established the criteria for determining whether an entity is a primary government or a component unit of a primary government. The primary criteria are that it has a separately elected governing body, it is legally separate, and it is fiscally independent of other state and local governments. Under these criteria, the District is considered a primary government and is not a component unit of any other government. Additionally, no other entities meet the criteria for inclusion in the District's financial statement as component units.

Financial Statement Presentation

These financial statements have been prepared in accordance with GASB Codification of Governmental Accounting and Financial Reporting Standards Part II, Financial Reporting ("GASB Codification").

GASB Codification sets forth standards for external financial reporting for all state and local government entities, which include a requirement for a Statement of Net Position and a Statement of Activities. It requires the classification of net position into three components: Net Investment in Capital Assets; Restricted; and Unrestricted. These classifications are defined as follows:

- Net Investment in Capital Assets – This component of net position consists of capital assets, including restricted capital assets, net of accumulated depreciation and reduced by the outstanding balances of any bonds, mortgages, notes, or other borrowings that are attributable to the acquisition, construction, or improvements of those assets.

NOTE 2. SIGNIFICANT ACCOUNTING POLICIES (Continued)

Financial Statement Presentation (Continued)

- Restricted Net Position – This component of net position consists of external constraints placed on the use of assets imposed by creditors (such as through debt covenants), grantors, contributors, or laws or regulation of other governments or constraints imposed by law through constitutional provisions or enabling legislation.

- Unrestricted Net Position – This component of net position consists of assets that do not meet the definition of Restricted or Net Investment in Capital Assets.

When both restricted and unrestricted resources are available for use, generally it is the District's policy to use restricted resources first.

Government-Wide Financial Statements

The Statement of Net Position and the Statement of Activities display information about the District as a whole. The District's Statement of Net Position and Statement of Activities are combined with the governmental fund financial statements. The District is viewed as a special-purpose government and has the option of combining these financial statements.

The Statement of Net Position is reported by adjusting the governmental fund types to report on the full accrual basis, economic resource basis, which recognizes all long-term assets and receivables as well as long-term debt and obligations. Any amounts recorded due to and due from other funds are eliminated in the Statement of Net Position.

The Statement of Activities is reported by adjusting the governmental fund types to report only items related to current year revenues and expenditures. Items such as capital outlay are allocated over their estimated useful lives as depreciation expense. Internal activities between governmental funds, if any, are eliminated by adjustment to obtain net total revenues and expenses in the government-wide Statement of Activities.

Fund Financial Statements

As discussed above, the District's fund financial statements are combined with the government-wide financial statements. The fund financial statements include a Governmental Fund Balance Sheet and a Governmental Fund Statement of Revenues, Expenditures and Changes in Fund Balance.

NOTE 2. SIGNIFICANT ACCOUNTING POLICIES (Continued)

Financial Statement Presentation (Continued)

Fund Financial Statements (Continued)

Governmental Funds

The District has one governmental fund; therefore, it is a major fund.

General Fund - To account for resources not required to be accounted for in another fund, property tax revenues, costs of assessing and collecting taxes and general expenditures.

Basis of Accounting

The District uses the modified accrual basis of accounting for governmental fund types. The modified accrual basis of accounting recognizes revenues when both "measurable and available." Measurable means the amount can be determined. Available means collectible within the current period or soon enough thereafter to pay current liabilities. The District considers revenues reported in governmental funds to be available if they are collectible within 60 days after year-end. Also, under the modified accrual basis of accounting, expenditures are recorded when the related fund liability is incurred, except for principal and interest on long-term debt, which are recognized as expenditures when payment is due.

Property taxes considered available by the District and recorded as revenues include the 2019 tax levy collections during the period October 1, 2019, to December 31, 2020, and taxes collected from January 1, 2020, to December 31, 2020, for all prior tax levies. The 2020 tax levy has been fully deferred to meet the District's planned expenditures in the 2021 fiscal year.

Capital Assets

Capital assets, which include land, buildings and equipment, are reported in the government-wide Statement of Net Position. All capital assets are valued at historical cost or estimated historical cost if actual historical cost is not available. Donated assets are valued at their acquisition value on the date donated. Repairs and maintenance are recorded as an expenditure in the governmental fund incurred and as an expense in the government-wide Statement of Activities. Capital asset additions, improvements and preservation costs that extend the life of an asset are capitalized and depreciated over the estimated useful life of the asset.

NOTE 2. SIGNIFICANT ACCOUNTING POLICIES (Continued)

Capital Assets (Continued)

All capital assets are capitalized if they have an original cost of $5,000 or more and a useful life of at least two years. Depreciation is calculated on each class of depreciable property using no salvage value and the straight-line method of depreciation. Estimated useful lives are as follows:

	Years
Buildings and Improvements	40
Firefighting Vehicles	5-15
Equipment	4-15
Office Equipment and Furnishings	2-10

Budgeting

An annual unappropriated budget is adopted for the General Fund by the District's Board of Directors. The budget is prepared using the same method of accounting as for financial reporting. The original General Fund budget for the current year was not amended. The Schedule of Revenues, Expenditures and Changes in Fund Balance – Budget and Actual – General Fund presents the original and revised budget amounts, if revised, compared to the actual amounts of revenues and expenditures for the current year.

Pensions

The District has not established a pension plan as the District does not have employees. The Internal Revenue Service has determined that fees of office received by Commissioners are wages subject to federal income tax withholding for payroll tax purposes only.

Measurement Focus

Measurement focus is a term used to describe which transactions are recognized within the various financial statements. In the government-wide Statement of Net Position and Statement of Activities, the governmental activities are presented using the economic resources measurement focus. The accounting objectives of this measurement focus are the determination of operating income, changes in net position, financial position, and cash flows. All assets, liabilities, and deferred inflows and outflows of resources associated with the activities are reported. Fund equity is classified as net position.

Governmental fund types are accounted for on a spending or financial flow measurement focus. Accordingly, only current assets and current liabilities are included on the Governmental Fund Balance Sheet, and the reported fund balance provides an indication of available spendable or appropriable resources. Operating statements of governmental fund types report increases and decreases in available spendable resources. Fund balances in the governmental fund are classified using the following hierarchy:

NOTE 2. SIGNIFICANT ACCOUNTING POLICIES (Continued)

Measurement Focus (Continued)

Nonspendable: amounts that cannot be spent either because they are in nonspendable form or because they are legally or contractually required to be maintained intact.

Restricted: amounts that can be spent only for specific purposes because of constitutional provisions, or enabling legislation, or because of constraints that are imposed externally. The District does not have any restricted fund balances.

Committed: amounts that can be spent only for purposes determined by a formal action of the Board of Commissioners. The Board is the highest level of decision-making authority for the District. This action must be made no later than the end of the fiscal year. Commitments may be established, modified, or rescinded only through ordinances or resolutions approved by the Board. The District does not have any committed fund balances.

Assigned: amounts that do not meet the criteria to be classified as restricted or committed, but that are intended to be used for specific purposes. The District has not adopted a formal policy regarding the assignment of fund balances. As of December 31, 2020, the District assigned $322,314 of the current balance to cover a portion of the 2021 budget.

Unassigned: all other spendable amounts in the General Fund.

When expenditures are incurred for which restricted, committed, assigned or unassigned fund balances are available, the District considers amounts to have been spent first out of restricted funds, then committed funds, then assigned funds, and finally unassigned funds.

Accounting Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amount of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenditures during the reporting period. Actual results could differ from those estimates.

NOTE 2. SIGNIFICANT ACCOUNTING POLICIES (Continued)

Recently Issued Accounting Pronouncements

In June 2017, GASB issued GASB Statement No. 87, *Leases*, effective for fiscal years beginning after June 15, 2021. The objective of GASB Statement No. 87 is to improve accounting and financial reporting for leases by governments by requiring recognition of certain lease assets and liabilities that previously were classified as operating leases and recognized as inflows of resources or outflows of resources based on the payment provisions of the contract. GASB Statement No. 87 establishes a single model for lease accounting based on the foundational principle that leases are financings of the right to use an underlying asset. Under GASB Statement No. 87, a lessee is required to recognize a lease liability and an intangible right-to-use asset, and a lessor is required to recognize a lease receivable and deferred inflow of resources. Management is evaluating the effects that the full implementation of GASB Statement No. 87 will have on its financial statements for the year ended December 31, 2022.

NOTE 3. TAX LEVY

During the year ended December 31, 2020, the District levied an ad valorem tax at the rate of $0.10 per $100 of assessed valuation, which resulted in a tax levy of $3,401,994 on the adjusted taxable valuation of $3,401,836,820 for the 2020 tax year.

All property values and exempt status, if any, are determined by the appraisal district. Assessed values are determined as of January 1 of each year, at which time a tax lien attaches to the related property. Taxes are levied around October/November, are due upon receipt and are delinquent the following February 1. Penalty and interest attach thereafter.

NOTE 4. DEPOSITS AND INVESTMENTS

Deposits

Custodial credit risk is the risk that, in the event of the failure of a depository financial institution, a government will not be able to recover deposits or will not be able to recover collateral securities that are in the possession of an outside party. The District's deposit policy for custodial credit risk requires compliance with the provisions of Texas statutes.

Texas statutes require that any cash balance in any fund shall, to the extent not insured by the Federal Deposit Insurance Corporation or its successor, be continuously secured by a valid pledge to the District of securities eligible under the laws of Texas to secure the funds of the District, having an aggregate market value, including accrued interest, at all times equal to the uninsured cash balance in the fund to which such securities are pledged. At fiscal year-end, the carrying amount of the District's deposits was $2,881,241 and the bank balance was $2,883,085.

NOTE 4. DEPOSITS AND INVESTMENTS (Continued)

Deposits (Continued)

The bank balance was fully covered by federal depository insurance.

The carrying values of the deposits are included in the Governmental Funds and the Statement of Net Position at December 31, 2020, as listed below:

	Cash	Certificates of Deposit	Total
GENERAL FUND	$ 1,241	$ 2,880,000	$ 2,881,241

Investments

Under Texas law, the District is required to invest its funds under written investment policies that primarily emphasize safety of principal and liquidity and that address investment diversification, yield, maturity, and the quality and capability of investment management, and all District funds must be invested in accordance with the following investment objectives: understanding the suitability of the investment to the District's financial requirements, first; preservation and safety of principal, second; liquidity, third; marketability of the investments if the need arises to liquidate the investment before maturity, fourth; diversification of the investment portfolio, fifth; and yield, sixth. The District's investments must be made "with judgment and care, under prevailing circumstances, that a person of prudence, discretion, and intelligence would exercise in the management of the person's own affairs, not for speculation, but for investment, considering the probable safety of capital and the probable income to be derived." No person may invest District funds without express written authority from the Board of Commissioners.

Texas statutes include specifications for and limitations applicable to the District and its authority to purchase investments as defined in the Public Funds Investment Act. The District has adopted a written investment policy to establish the guidelines by which it may invest. This policy is reviewed annually. The District's investment policy may be more restrictive than the Public Funds Investment Act.

The District invests in TexPool, an external investment pool that is not SEC-registered. The Texas Comptroller of Public Accounts has oversight of the pool. Federated Investors, Inc. manages the daily operations of the pool under a contract with the Comptroller. TexPool measures all its portfolio assets at amortized cost. As a result, the District also measures its investments in TexPool at amortized cost for financial reporting purposes. There are no limitations or restrictions on withdrawals from TexPool. Certificates of deposit are valued at acquisition cost at the date of purchase.

NOTE 4. DEPOSITS AND INVESTMENTS (Continued)

Investments (Continued)

As of December 31, 2020, the District had the following investments and maturities:

Fund and Investment Type	Fair Value	Maturities in Years: Less Than 1	1-5	6-10	More Than 10
GENERAL FUND					
TexPool	$ 2,138,526	$ 2,138,526	$	$	$
Certificates of Deposit	2,880,000	2,880,000			
TOTAL INVESTMENTS	$ 5,018,526	$ 5,018,526	$ - 0 -	$ - 0 -	$ - 0 -

Credit risk is the risk that the issuer or other counterparty to an investment will not fulfill its obligations. At December 31, 2020, the District's investment in TexPool was rated AAAm by Standard and Poor's. The District also manages credit risk by investing in certificates of deposit covered by FDIC coverage.

Interest rate risk is the risk that changes in interest rates will adversely affect the fair value of an investment. The District considers the investments in TexPool to have a maturity of less than one year due to the fact the share position can usually be redeemed each day at the discretion of the District, unless there has been a significant change in value. The District also manages interest rate risk by investing in certificates of deposit with maturities of approximately one year or less.

NOTE 5. FIRE PROTECTION SERVICES

The District has contracted with Sam Bass Fire Department (the "Department") to provide fire protection and suppression services to the residents of the District. The term of the current agreement is from December 25, 2013, through December 31, 2014, and will continue on a year-to-year basis unless terminated by either party upon 90 days written notice to the other party. Under the terms of the agreement, the Department agrees to provide fire prevention, protection and fighting services as well as an emergency medical first responder program to all the residents and commercial interests within the geographic area of the District and those requesting mutual aid.

The District agrees to reimburse the Department for the actual allowable costs incurred in performance of this contract. The contract amount is annually established and budgeted by the District after consultation with the Department concerning its needs. The District agrees to pay the Department on a monthly basis. The District will not reimburse the Department for costs in excess of the amount that is established and budgeted annually. During the current fiscal year, the District paid $3,000,000 to the Department.

NOTE 5. FIRE PROTECTION SERVICES (Continued)

Title to all property owned or acquired by the Department will remain with the Department, but in the event of dissolution of the Department, any equipment or property acquired with District funds will revert to the District.

NOTE 6. CAPITAL ASSETS

The following is a summary of changes in capital assets for the year ended December 31, 2020:

	January 1, 2020	Increases	Decreases	December 31, 2020
Capital Assets Not Being Depreciated				
Land and Land Improvements	$ 209,694	$	$	$ 209,694
Capital Assets Subject to Depreciation				
Buildings and Improvements	$ 7,135,026	$ 61,110	$	$ 7,196,136
Firefighting Vehicles and Equipment	3,284,442			3,284,442
Total Capital Assets Subject to Depreciation	$ 10,419,468	$ 61,110	$ - 0 -	$ 10,480,578
Less Accumulated Depreciation				
Buildings and Improvements	$ 1,135,482	$ 180,330	$	$ 1,315,812
Firefighting Vehicles and Equipment	2,340,132	83,429		2,423,561
Total Accumulated Depreciation	$ 3,475,614	$ 263,759	$ - 0 -	$ 3,739,373
Total Depreciable Capital Assets, Net of Accumulated Depreciation	$ 6,943,854	$ (202,649)	$ - 0 -	$ 6,741,205
Total Capital Assets, Net of Accumulated Depreciation	$ 7,153,548	$ (202,649)	$ - 0 -	$ 6,950,899

NOTE 7. RISK MANAGEMENT

The District is exposed to various risks of loss related to torts; theft of, damage to and destruction of assets; and errors and omissions for which the District carries commercial insurance. There have been no significant reductions in coverage from the prior year and settlements have not exceeded coverage in the past three years.

NOTE 8. LEASES

Capital Lease

On October 13, 2017, the District executed a capital lease agreement with Frost Bank, in the amount of $731,806, for the purchase of a Pierce Pumper Truck. Lease payments and related interest of $82,089 are due annually each October 25 beginning October 25, 2017 and ending October 25, 2026. The District's incremental borrowing rate is 2.65%. Assets under this lease total $731,806 at December 31, 2020. Accumulated deprecation through December 31, 2020 was $90,223.

NOTE 8. LEASES (Continued)

The following is a summary of transactions regarding the capital lease for the year ended December 31, 2020:

Capital Lease Payable, January 1, 2020	$ 518,254
Less: Capital Lease Principal Paid	68,356
Capital Lease Payable, December 31, 2020	$ 449,898

Capital Lease Payable:	
Due Within One Year	$ 70,167
Due After One Year	379,731
Capital Lease Payable, December 31, 2020	$ 449,898

As of December 31, 2020, the future minimum lease payments under the capital lease are as follows:

Fiscal Year	Principal	Interest	Total
2021	70,167	$ 11,922	$ 82,089
2022	72,026	10,063	82,089
2023	73,935	8,154	82,089
2024	75,894	6,195	82,089
2025	77,906	4,184	82,090
2026	79,970	2,119	82,089
	$ 449,898	$ 42,637	$ 492,535

Operating Leases

The land located at 16248 Great Oaks Drive, which is owned by Sam Bass Volunteer Fire Department, Inc., is leased to the District for 30 years expiring February 28, 2032. Rent is $1.00 per year. The leased premises shall be specifically used for emergency services and related activities only.

The land located at 17503/17505 Great Oaks Drive, also known as 1001 Great Oaks Drive, which is owned by Sam Bass Volunteer Fire Department, Inc., is leased to the District for 99 years expiring November 20, 2112. Lease payments of $1.00 are payable in advance.

NOTE 9. NOTE PAYABLE

On September 20, 2017, the District executed a note with Government Capital Corporation, in the amount of $4,500,000. Proceeds were used to construct Station No. 3. The interest rate is 3.99%. Note payments and interest of $330,825 are due annually on September 25, beginning September 25, 2019 and ending September 25, 2037.

The following is a summary of transactions regarding the note payable for the year ended December 31, 2020:

Note Payable, January 1, 2020	$ 4,191,414
Less: Note Principal Paid	163,587
Note Payable, December 31, 2020	$ 4,027,827

Note Payable:	
Due Within One Year	$ 170,114
Due After One Year	3,857,713
Note Payable, December 31, 2020	$ 4,027,827

As of December 31, 2020, debt service requirements on the note are as follows:

Fiscal Year	Principal	Interest	Total
2021	$ 170,114	$ 160,710	$ 330,824
2022	176,902	153,923	330,825
2023	183,960	146,864	330,824
2024	191,300	139,524	330,824
2025	198,933	131,891	330,824
2026-2030	1,120,255	533,869	1,654,124
2031-2035	1,362,307	291,818	1,654,125
2036-2037	624,056	37,594	661,650
	$ 4,027,827	$ 1,596,193	$ 5,624,020

NOTE 10. MUTUAL AID AGREEMENT

The District entered into an agreement with Williamson County, Texas, and the following Williamson County Emergency Services Organizations ("ESO"): Williamson County Emergency Service Districts Nos. 1, 3, 4, 5, 6, 7, 8, 9 and 10, the City of Cedar Park, Texas, the City of Georgetown, Texas, the City of Leander, Texas, the City of Round Rock, Texas, the City of Taylor, Texas, the Bartlett Volunteer Fire Department, the Coupland Volunteer Fire Department, the Florence Volunteer Fire Department, the Granger Volunteer Fire Department, the Jarrell Volunteer Fire Department, the Jollyville Volunteer Fire Department, the Sam Bass Volunteer Fire Department, the Taylor Volunteer Fire Department, the Thrall Volunteer Fire Department and the Weir Volunteer Fire Department. To ensure that the ESOs are treated equally while providing emergency services that are needed by individuals in the county, Williamson County and the ESOs agree to establish minimum services that must be provided by each agency. The initial term of this agreement is deemed to be effective as of October 1, 2010 through September 20, 2011 and shall automatically renew each year unless notice not to renew is sent to all other parties at least 90 days prior to last day of the then current term.

Each ESO agrees and acknowledges that Williamson County Emergency Medical Services will be the 911 emergency medical services provider within each ESOs jurisdiction. The ESOs will operate a first responder program under the Williamson County Medical Director and participate in jointly developed quality assurance and quality improvement programs, credentialing programs and training programs. As part of this agreement, emergency medical service supplies will be exchanged between Williamson County and the ESOs on a one-for-one basis used on a medical call. In consideration of this agreement, Williamson County agrees to reimburse each ESO an amount of money based on the following reimbursement formula: 1) $200 for each square mile of an ESOs district, plus 2) $0.70 for each person that resides in the district covered by the ESO; paid annually in two installments. The amount of the reimbursement will be adjusted annually taking into account population changes. During the current year, the District received $28,031 from Williamson County related to this agreement.

NOTE 11. UNCERTAINTIES

On March 11, 2020, the World Health Organization declared the COVID-19 virus a global pandemic. As a result, economic uncertainties have arisen which could have an impact on the operations of the District. The District is carefully monitoring the situation and evaluating its options during this time. No adjustments have been made to these financial statements as a result of this uncertainty, as the potential financial impact of this pandemic is unknown at this time.

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 2

REQUIRED SUPPLEMENTARY INFORMATION

DECEMBER 31, 2020

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 2
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL - GENERAL FUND
FOR THE YEAR ENDED DECEMBER 31, 2020

	Original Budget	Actual	Variance Positive (Negative)
REVENUES			
Property Taxes	$ 3,220,086	$ 3,289,237	$ 69,151
Mutual Aid Revenues	25,000	28,031	3,031
Penalty and Interest	4,000	6,748	2,748
Investment Revenues	50,005	44,366	(5,639)
Miscellaneous Revenues		123	123
TOTAL REVENUES	$ 3,299,091	$ 3,368,505	$ 69,414
EXPENDITURES			
Services Operations:			
District Services - Sam Bass Fire Department	$ 3,000,000	$ 3,000,000	$
Accounting and Auditing Fees	42,600	35,994	6,606
Appraisal District Fees	20,000	19,614	386
Commissioner Fees	7,000	9,500	(2,500)
Legal Fees-General	5,000	1,581	3,419
Legal Fees-Delinquent Tax Collections		1,496	(1,496)
Tax Assessor/Collector Fees	2,400	2,390	10
Other	47,205	48,908	(1,703)
Capital Outlay	160,000	61,110	98,890
Debt Service:			
Capital Lease Principal	68,356	68,356	
Note Principal	163,587	163,587	
Capital Lease Interest	13,734	13,734	
Note Interest	167,237	167,237	
TOTAL EXPENDITURES	$ 3,697,119	$ 3,593,507	$ 103,612
NET CHANGE IN FUND BALANCE	$ (398,028)	$ (225,002)	$ 173,026
FUND BALANCE - JANUARY 1, 2020	3,030,911	3,030,911	
FUND BALANCE - DECEMBER 31, 2020	$ 2,632,883	$ 2,805,909	$ 173,026

See accompanying independent auditor's report.

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WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 2

OTHER SUPPLEMENTARY INFORMATION

DECEMBER 31, 2020

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 2
COMPUTATION OF NET LONG-TERM DEBT PER CAPITA
DECEMBER 31, 2020
(UNAUDITED)

Long-Term Debt at December 31, 2020	$	4,477,725
Less: Amount in Debt Service Fund		
Net Long-Term Debt at December 31, 2020	$	4,477,725
Estimated District Population*		28,351
Net Long-Term Debt Per Capita at December 31, 2020	$	157.94

* Williamson County Office of Emergency Management - 2014

See accompanying independent auditor's report.

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 2
LISTING OF THE NUMBER OF EMERGENCY RESPONSES MADE WITHIN AND OUTSIDE THE DISTRICT FOR THE YEAR ENDED DECEMBER 31, 2020 (UNAUDITED)

Number of emergency responses made within the District	1,258
Number of emergency responses made outside of the District	146
Total emergency responses	1,404

See accompanying independent auditor's report.

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 2
SCHEDULE OF INSURANCE AND BONDING COVERAGE
DECEMBER 31, 2020

Type of Coverage	From To	Amount of Coverage	Insurer/Name
TAX COLLECTOR BOND Tim Hunsberger	04/17/20 04/17/21	$ 2,000,000	The Cincinnati Insurance Company
PUBLIC EMPLOYEE DISHONESTY BLANKET BOND Per Employee	10/28/20 10/28/21	$ 250,000	National Union Fire Insurance Company of Pittsburgh, Pa.
GENERAL LIABILITY General Aggregate Per Occurrence	10/28/20 10/28/21	$ 3,000,000 1,000,000	National Union Fire Insurance Company of Pittsburgh, Pa.
MANAGEMENT LIABILITY General Aggregate Per Occurrence	10/28/20 10/28/21	$ 3,000,000 1,000,000	National Union Fire Insurance Company of Pittsburgh, Pa.
EXCESS LIABILITY General Aggregate Per Occurrence	10/28/20 10/28/21	$ 2,000,000 1,000,000	National Union Fire Insurance Company of Pittsburgh, Pa.
HIRED AND NON-OWNED AUTOMOBILE LIABILITY Combined Single Limit	10/28/20 10/28/21	$ 1,000,000	National Union Fire Insurance Company of Pittsburgh, Pa.
PROPERTY COVERAGE Buildings	10/28/20 10/28/21	$ 8,673,568	National Union Fire Insurance Company of Pittsburgh, Pa.

See accompanying independent auditor's report.

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 2
STATEMENT OF ACTIVITIES
SAM BASS FIRE DEPARTMENT
FOR THE YEAR ENDED DECEMBER 31, 2020
(UNAUDITED)

REVENUES		
Williamson County Emergency Services District No. 2	$	3,000,000
Williamson County Emergency Services District No. 9		217,679
Inspection Fees		1,296
Rent		8,400
Interest Revenues		284
Miscellaneous Revenues		30,128
TOTAL REVENUES	$	3,257,787
EXPENSES		
Administration	$	354,095
Apparatus		90,543
Building & Grounds		131,833
Communications		62,218
OPS Supply & Equipment		155,311
Payroll Expenses		2,004,219
Training		7,446
Other		115,271
TOTAL EXPENSES	$	2,920,936
CHANGE IN NET ASSETS	$	336,851
NET ASSETS - January 1, 2020		1,507,626
NET ASSETS - December 31, 2020	$	1,844,477

See accompanying independent auditor's report.

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 2
TAXES LEVIED AND RECEIVABLE
FOR THE YEAR ENDED DECEMBER 31, 2020

	Property Taxes	
TAXES RECEIVABLE - JANUARY 1, 2020	$ 1,127,545	
Adjustments to Beginning Balance	(15,115)	$ 1,112,430
Original 2020 Tax Levy	$ 3,402,903	
Adjustment to 2020 Tax Levy	(909)	3,401,994
TOTAL TO BE ACCOUNTED FOR		$ 4,514,424
TAX COLLECTIONS:		
Prior Years	$ 1,091,833	
Current Year	2,227,355	3,319,188
TAXES RECEIVABLE - DECEMBER 31, 2020		$ 1,195,236
TAXES RECEIVABLE BY YEAR:		
2020		$ 1,174,639
2019		4,739
2018		2,955
2017		2,457
2016		2,108
2015		1,692
2014		1,545
2013		1,491
2012		741
2011		630
2010		669
2009		738
2008		479
2007		335
2006		8
2005		4
2004		6
TOTAL TAXES RECEIVABLE BY YEAR		$ 1,195,236

See accompanying independent's auditor report.

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WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 2
TAXES LEVIED AND RECEIVABLE
FOR THE YEAR ENDED DECEMBER 31, 2020

	2020	2019	2018	2017
TOTAL PROPERTY VALUATIONS, NET	$ 3,401,836,820	$ 3,306,994,660	$ 3,172,234,750	$ 3,008,387,260
TAX RATE PER $100 VALUATION	$ 0.10	$ 0.10	$ 0.10	$ 0.10
ADJUSTED TAX LEVY*	$ 3,401,994	$ 3,307,218	$ 3,172,410	$ 3,008,558
PERCENTAGE OF TAXES COLLECTED TO TAXES LEVIED	65.47 %	99.86 %	99.91 %	99.92 %

* Based upon the adjusted tax levy at the time of the audit for the fiscal year in which the tax was levied.

See accompanying independent's auditor report.

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 2
COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES
GENERAL FUND – FIVE YEARS

	Amounts		
	2020	2019	2018
REVENUES			
Property Taxes	$ 3,289,237	$ 3,164,068	$ 3,010,989
Mutual Aid Revenues	28,031	27,057	26,083
Penalty and Interest	6,748	5,653	4,958
Investment Revenues	44,366	106,571	101,354
Miscellaneous Revenues	123	110	37
TOTAL REVENUES	$ 3,368,505	$ 3,303,459	$ 3,143,421
EXPENDITURES			
Services Operations:			
District Services - Sam Bass Fire Department	$ 3,000,000	$ 2,450,000	$ 2,044,167
Accounting and Auditing Fees	35,994	38,000	37,675
Appraisal District Fees	19,614	18,836	18,838
Commissioner Fees	9,500	9,800	5,050
Legal Fees-General	1,581	999	954
Legal Fees-Delinquent Tax Collections	1,496	1,149	911
Tax Assessor/Collector Fees	2,390	2,387	2,387
Other	48,908	54,612	32,244
Capital Outlay	61,110	127,461	4,364,973
Debt Service:			
Capital Lease Principal	68,356	66,591	64,872
Note Principal	163,587	157,311	151,275
Capital Lease Interest	13,734	15,498	17,217
Note Interest	167,237	173,514	179,550
Debt Issuance Costs			
TOTAL EXPENDITURES	$ 3,593,507	$ 3,116,158	$ 6,920,113
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	$ (225,002)	$ 187,301	$ (3,776,692)
OTHER FINANCING SOURCES			
Capital Lease Proceeds	$	$	$
Note Proceeds			
Proceeds from Sale of Assets			
TOTAL OTHER FINANCING SOURCES	$ - 0 -	$ - 0 -	$ - 0 -
NET CHANGE IN FUND BALANCE	$ (225,002)	$ 187,301	$ (3,776,692)
BEGINNING FUND BALANCE	3,030,911	2,843,610	6,620,302
ENDING FUND BALANCE	$ 2,805,909	$ 3,030,911	$ 2,843,610

See accompanying independent auditor's report.

		Percentage of Total Revenues				
2017	2016	2020	2019	2018	2017	2016
$ 2,775,600	$ 2,510,326	97.7 %	95.8 %	95.8 %	97.9 %	98.5 %
25,138	24,293	0.8	0.8	0.8	0.9	1.0
6,463	5,986	0.2	0.2	0.2	0.2	0.2
27,413	8,417	1.3	3.2	3.2	1.0	0.3
19						
$ 2,834,633	$ 2,549,022	100.0 %	100.0 %	100.0 %	100.0 %	100.0 %
$ 1,890,592	$ 1,517,383	89.0 %	74.2 %	65.0 %	66.7 %	59.5 %
39,135	32,042	1.1	1.1	1.2	1.4	1.3
18,534	18,114	0.6	0.6	0.6	0.6	0.7
4,450	4,100	0.3	0.3	0.2	0.1	0.2
2,004	6,259				0.1	0.2
807	984					
2,388	2,295	0.1	0.1	0.1	0.1	
30,980	34,731	1.5	1.6	1.0	1.1	1.4
1,080,731	251,582	1.8	3.9	138.9	38.1	9.9
82,089		2.0	2.0	2.1	2.9	
61,659	358,313	4.9	4.8	4.8	2.2	14.1
		0.4	0.5	0.5		
240	6,818	5.0	5.2	5.7		0.3
7,750					0.3	
$ 3,221,359	$ 2,232,621	106.7 %	94.3 %	220.1 %	113.6 %	87.6 %
$ (386,726)	$ 316,401	(6.7) %	5.7 %	(120.1) %	(13.6) %	12.4 %
$ 731,806	$					
4,500,000						
35,000						
$ 5,266,806	$ - 0 -					
$ 4,880,080	$ 316,401					
1,740,222	1,423,821					
$ 6,620,302	$ 1,740,222					

See accompanying independent auditor's report.

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 2
BOARD OF COMMISSIONERS AND CONSULTANTS
DECEMBER 31, 2020

District Mailing Address - Williamson County Emergency Services District No. 2
16248 Great Oaks Drive
Round Rock, TX 78681

District Telephone Number - (512) 255-0100

Commissioners	Term of Office Appointed Expires	Fees of Office for the year ended December 31, 2020	Expense Reimbursement for the year ended December 31, 2020	Title
Thomas E. Nanninga	01/01/21 12/31/22	$ 3,200	$ 297	President
Russell Strahan	01/01/20 12/31/21	$ 1,500	$ -0-	Vice President
Darryl Pool	01/01/20 12/31/21	$ 1,900	$ 589	Secretary
Tim Hunsberger	01/01/20 12/31/21	$ 1,000	$ 587	Treasurer
Jordan Baltazor	01/01/21 12/31/22	$ 1,900	$ 504	Assistant Secretary/ Treasurer

The limit on fees of office that a Commissioner may receive is set by the Health and Safety Code-Chapter 775. Effective September 1, 2017, a Commissioner is entitled to receive compensation in the same manner and amount as are provided by Section 49.060 of the Texas Water Code, currently $7,200 per fiscal year. The above fees of office and expense reimbursements are the amounts paid to a Commissioner during the District's current fiscal year.

See accompanying independent auditor's report.

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 2
BOARD OF COMMISSIONERS AND CONSULTANTS
DECEMBER 31, 2020

Consultants:	Date Hired	Fees for the year ended December 31, 2020*	Title
Dietz & Jarrard, P.C.	02/26/14	$ 1,597	Attorney
McCall Gibson Swedlund Barfoot PLLC	01/16/14	$ 13,750	Auditor
Municipal Accounts & Consulting, L.P.	03/22/12	$ 23,239	Bookkeeper
McCreary, Veselka, Bragg & Allen	1989	$ 1,496	Delinquent Tax Attorney
Mark M. Burton	03/22/12	$ -0-	Investment
Autumn Phillips		$ -0-	Officers
Williamson County Tax Assessor/Collector	Legislative Action	$ 2,390	Tax Assessor/ Collector

* Accrual basis

See accompanying independent auditor's report.

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT No. 3

AUDITED FINANCIAL STATEMENTS

AND SUPPLEMENTAL SCHEDULES

AND INDEPENDENT AUDITOR'S REPORT

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2020

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT No. 3

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The Accounting Firm of Donald L. Allman, CPA

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Georgetown, Texas 78633
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Email:dallman@donallmancpa.com

Independent Auditor's Report

To the Board of Directors

Williamson County Emergency Services District No. 3

We have audited the accompanying financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of the Williamson County Emergency Services District No. 3 "the ESD", as of and for the year ended September 30, 2020, and the related notes to the financial statements, which collectively comprise the ESD's basic financial statements as listed in the table of contents.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, each major fund, and the aggregate remaining fund information of the Williamson County ESD No. 3 as of September 30, 2020, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, budgetary comparison information, schedule of changes in net pension liability and related ratios, and the schedule of contributions on pages 3–10 and 38-41 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards,* we have also issued our report dated December 11, 2020, on our consideration of the Williamson County ESD # 3's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Williamson County ESD # 3's internal control over financial reporting and compliance

Donald L. Allman, CPA

Georgetown, Texas
December 11, 2020

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 3
MANAGEMENT'S DISCUSSION AND ANALYSIS
FOR THE YEAR ENDED SEPTEMBER 30, 2020

Our discussion and analysis of the Williamson County Emergency Services District No. 3's financial performance provides an overview of the District's financial activities for the fiscal year ended September 30, 2020. Please review it in conjunction with the transmittal letter and the District's basic financial statements, which begin on page 11.

FINANCIAL HIGHLIGHTS

Total net position increased $2,524,801 which represents an increase from 2019.

The District expended $31,427 on communication equipment, $1,213,098 on apparatus and fire fighting equipment, $3,606,815 in construction in progress building improvements during fiscal year ending September 30, 2020. The construction and building improvements and apparatus and equipment were financed with $11,537,186 in loans with $5,156,980 in construction cash still available.

The District had $5,277,351 in expenses related to governmental activities with $7,802,152 in program revenues to cover the cost of these programs. The excess revenues were kept to increase the cash balance and unrestricted net position.

USING THIS ANNUAL REPORT

This annual report consists of a series of financial statements. The Statement of Net Position and the Statement of Activities (on pages 11-12) provide information about the activities of the District as a whole and present a longer-term view of the District's finances. Fund financial statements start on page 13. These statements tell how these services were financed in the short-term as well as what remains for future spending. Fund financial statements also report the District's operations in more detail than the government-wide statements by providing information about the District's most financially significant funds.

Reporting the District as a Whole

The Statement of Net Position and the Statement of Activities

Our analysis of the District as a whole begins on page 11. One of the most important questions asked about the District's finances is "Is the District as a whole better off or worse as a result of this year's activities?" The Statement of Net Position and the Statement of Activities report information about the District as a whole and about its activities in a way that helps answer that question.

These statements include all assets and liabilities using the accrual basis of accounting, which is similar to accounting used by most private-sector companies. Accrual of the current year's revenues and expenses are taken into account regardless of when cash is received or paid.

These two statements report the District's net position and changes in them. You can think of the District's net position, the difference between assets, what the District owns, and liabilities, what the District owes, as one way to measure the District's financial health, or financial position. Over time, increases or decreases in the District's net position are one indicator of whether its financial health is improving or deteriorating. You will need to consider other non-financial factors, however, such as changes in the District's jurisdiction, the availability of capital projects, and continuing local governmental support to assess the overall health of the District.

Reporting the District's Most Significant Funds Major Funds

Fund Financial Statements -General

Our analysis of the District's major funds begins on page 13. The Fund financial statements begin on page 13 and provide detailed information about the most significant funds-not the District as a whole. Some funds are required to be established by State law. The District only has governmental funds.

Governmental Funds: The District's services are reported in governmental funds, which focus on how money flows into and out of those funds and the balances left at year-end that are available for spending. These funds are reported using an accounting method called *modified accrual* accounting, which measures cash and all other financial assets that can be readily converted to cash. The governmental fund statements provide a detailed short-term view of the District's operations and the services it provides. Governmental fund information helps you determine whether there are more or fewer financial resources that can be spent in the near future to finance the District's programs. We describe the relationship (or differences) between governmental activities (reported in the Statement of Net Position and the Statement of Activities) and governmental funds in a reconciliation beside the fund financial statements, if applicable.

Notes to the Financial Statements: The notes provide additional information that is essential to a full understanding of the data provided in the governmental-wide and fund financial statements. The notes to the financial statements can be found on pages 17-36 of this report.

Other information: In addition to the basic financial statements and accompanying notes, this report also presents budget to actual statements and schedules which can be found on pages 38-39 of this report.

THE DISTRICT AS A WHOLE

The District's total net position changed from a year ago, increasing from $7,689,276 to $10,214,077. Our analysis below focuses on the net position (Table 1) and changes in net position (Table 2) of the District's governmental activities.

Table 1
Summary of Net Position

	2020	2019	$ Change	% Change
Cash and Current Assets	$ 11,392,341	$ 5,051,170	$ 6,341,171	125.5%
Property & Sales Taxes Rec.	344,989	294,759	$ 50,230	17.0%
Net Pension Asset	-	-	$ -	
Capital Assets	13,180,132	8,920,433	4,259,699	47.8%
Total Assets	$ 24,917,462	$ 14,266,362	$ 10,651,100	74.7%
Deferred Outflows of Resources	(435,091)	(222,579)	$ (212,512)	95.5%
Current Liabilities	$ 1,138,949	$ 725,715	$ 413,234	56.9%
Net Pension Liability	277,105	432,769	$ (155,664)	-36.0%
Long-Term Obligations	12,762,579	5,228,324	7,534,255	144.1%
Total Liabilities	$ 14,178,633	$ 6,386,808	$ 7,791,825	122.0%
Deferred Inflows of Resources	89,661	(32,301)	$ 121,962	-377.6%
Net Position:				
Net Investment in Capital Assets	$ 701,345	$ 4,461,881	$ (3,760,536)	-84.3%
Restricted	6,428,267	752,538	5,675,729	754.2%
Unrestricted	3,084,465	2,474,857	609,608	24.6%
Total Net Position	$ 10,214,077	$ 7,689,276	$ 2,524,801	32.8%

Net position of the District's activities increased 33% or $2,524,801. Unrestricted net position, the part of net position that can be used to finance day-to-day operations without constraints established by debt covenants, enabling legislation, or other legal requirements – increased by $609,608 going from $2,474,857 up to $3,084,465 by the end of fiscal year 2020.

Table 2 compares the 2020 change in net position to the 2019 change in net position.

Table 2
Summary of Changes in Net Position for 2020
Compared With 2019 Activity

	2020	2019	$ Change	% Change
Program Revenues:				
Property Taxes	$ 3,655,701	$ 3,057,054	$ 598,647	19.6%
Sales Taxes	3,536,798	2,806,236	$ 730,562	26.0%
Other Revenues	481,206	153,640	327,566	213.2%
Grant Revenues	-	302,935	(302,935)	-100.0%
Interest Income	128,447	189,094	(60,647)	-32.1%
Total Revenues	$ 7,802,152	$ 6,508,959	$ 1,293,193	19.9%
Program Expenses:				
Total Pension Expense	$ 178,810	$ 208,149	$ (29,339)	-14.1%
General Government	$ 4,830,842	$ 5,025,239	$ (194,397)	-3.9%
Interest on L/T Debt	267,699	101,651	166,048	163.4%
Total Expenses	$ 5,277,351	$ 5,335,039	$ (57,688)	-1.1%
Net Position Increase / (Decrease)	$ 2,524,801	$ 1,173,920	$ 1,350,881	115.1%

Table 3 presents the cost of each of the District's programs as well as each program's net cost (total cost less revenues generated by activities). The net cost shows the financial burden that was placed on the District by each of these functions.

Table 3
Governmental Activities

	Total Cost of Services		Net Cost of Services	
	2020	2019	2020	2019
General Government	$ 4,830,842	$ 5,025,239	$ 4,830,842	$ 5,025,239
Int of L/T Debt	267,699	101,651	267,699	101,651
Total Expenses	$ 5,098,541	$ 5,126,890	$ 5,098,541	$ 5,126,890

THE DISTRICT'S FUND'S

Table 4
Change In Year End Fund Balance

	2020	2019	$ Change	% Change
Net Investment in Capital Assets	$ 701,345	$ 4,120,755	$ (3,419,410)	-83.0%
Restricted	6,428,267	1,187,301	5,240,966	441.4%
Unrestricted	3,084,465	1,207,300	1,877,165	155.5%
Total Governmental Balances	$ 10,214,077	$ 6,515,356	$ 3,698,721	56.8%

The 83% decrease in Net Investment in Capital Assets balance is due to capital asset additions being paid with debt and cash for construction still in restricted cash. Restricted net position increased $5,240,966 due to increasing balances in reserved cash accounts.

The 155% increase in the Unrestricted fund balance can be attributed to increased revenues.

Table 5 presents a summary of governmental fund revenues for the 2020 fiscal year and the amounts and percentages of increases and decreases in relation to the prior year.

Table 5
Total Governmental Fund Revenues

Revenue Source	2020	% of Total	Increase or (Decrease) Over 2019	% Increase / (Decrease)
Property taxes	3,655,701	46.9%	598,647	19.6%
Sales taxes	3,536,798	45.3%	730,562	475.5%
Other Income	481,206	6.2%	327,566	213.2%
Grant Income	-	0.0%	(302,935)	-100.0%
Investment Income	128,447	1.6%	(60,647)	-32.1%
Total	$ 7,802,152	100.0%	$ 1,293,193	19.9%

The 19.6% increase in Property Tax revenues is primarily due to increases in the property tax base, the tax rate did not change. Sales Tax revenues increased 475.5% due to rapid growth in the area. Other income increased 213.2% and Grant income decreased (302,935).
The 32% decrease in interest income is due to more cash maintained in non-interest bearing restricted cash accounts such as construction and debt service.

Table 6 presents the General Fund budget and the difference between the original budget and final budget for fiscal year 2020. Table 7 discusses the variance between the final budget and the actual results for the year.

Table 6
Original and Final Budget
Budgeted Amounts

	Original	Final	Variance
Revenues:			
Property Taxes	$ 3,607,920	$ 3,651,748	$ 43,828
Sales Taxes	2,331,197	3,482,113	$ 1,150,916
Interlocal agreement	28,000	33,560	5,560
Interest Income	16,000	178,459	162,459
Loan proceeds	-	1,613,602	1,613,602
Other Income	40,000	462,248	422,248
Total Revenues	**$ 6,023,117**	**$ 9,421,730**	**$ 3,398,613**
Expenditures:			
Current:			
General Government	$ 4,526,705	$ 4,960,312	$ 433,607
Capital Outlay	178,105	3,143,111	2,965,006
Debt Service	1,318,307	1,318,307	-
Total Expenditures	**$ 6,023,117**	**$ 9,421,730**	**$ 3,398,613**
Excess (Deficiency) of Revenues Over (Under) Expenditures	**$ -**	**$ -**	$ -

Original versus Final Budget

There were material differences between original and final budgeted amounts for 2020. Large revenue increases were added for sales tax, interest income, and other income. Loan proceeds were also added and utilized for building expansion, resulting in large increases in capital outlay. Large increases in general government expenses and debt service were added also.

Table 7
Final Budget Versus Actual Results
General Fund

	Final Budget	Actual	Variance
Revenues:			
Property Taxes	$ 3,651,748	$ 3,655,701	$ 3,953
Sales Taxes	3,482,113	3,536,798	$ 54,685
Grant Income	33,560	-	(33,560)
Interest Income	178,459	128,447	(50,012)
Loan Proceeds	1,613,602	11,537,186	9,923,584
Other Income	462,248	481,206	18,958
Total Revenues	**$ 9,421,730**	**$ 19,339,338**	**$ 9,917,608**
Final Budget Versus Actual Results			
Expenditures:			
Current:			
General Government	$ 4,960,312	$ 4,830,842	$ 129,470
Capital Outlay	3,143,111	4,879,325	(1,736,214)
Debt Service	1,318,307	4,807,652	(3,489,345)
Total Expenditures	**$ 9,421,730**	**$ 14,517,819**	**$ (5,096,089)**
Excess (Deficiency) of Revenues Over (Under) Expenditures	**$ -**	**$ 4,821,519**	**$ 4,821,519**

Final Budget versus Actual Results

The variance in **Property Tax** revenues is due to the District increasing its overall property value due to growth and new construction. Sales tax revenues increased dramatically due to rapid growth in the area.
The variance in **General Government** expenditures is due to the increase in population in the WCESD # 3 service area and the expansion into 3 buildings.

CAPITAL ASSETS AND DEBT ADMINISTRATION

Capital Assets

At year-end, the District had $13,180,132 invested in equipment, trucks and building. This amount represents a $4,259,699 net increase over the last year, which is due to asset additions. $4,879,325 of communication equipment, fire-fighting equipment, Building improvements and construction, and apparatus and furniture were purchased.

Debt Administration

At fiscal year-end, the District had $13,420,916 in notes & leases payable for the building, fire trucks and fire equipment. This amount represents a net increase of $7,837,771 new loans in the amount of $6,090,000 and $1,007,756 was added in fiscal year 2020. The interest rates and maturity dates vary with each separate agreement. For a breakdown of the interest rates, the principal and interest payment schedules, and the maturity dates, see Note 4 of the basic financial statements.

ECONOMIC FACTORS

The District operates solely in Williamson County and has since its inception. The District's budgeting process must continue to work as closely as possible with the Williamson County Tax Assessor's office in order to meet the financial obligations of the District.

It is important that the District is able to succeed in carrying out its day-to-day operations and continue to be able to meet its financial obligations as well. The additional apparatus and equipment are vital to providing the best fire protection and EMT services to the citizens of the District.

REQUEST FOR INFORMATION

This financial report is designed to provide a general overview of the District's finances for all those with an interest in the District's finances. Questions concerning any of the information provided in this report or requests for additional information should be addressed to the Office of the Treasurer, 501 Exchange Blvd., Hutto, TX 78634.

Anne Cano, Treasurer
Williamson County Emergency Services District # 3

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT No. 3
STATEMENT OF NET POSITION
SEPTEMBER 30, 2020

Assets:		
Current Assets:		
Cash and Cash Equivalents	$	11,392,341
Property Taxes Receivable		344,989
Total Current Assets	$	11,737,330
Non-Current Assets:		
Net Pension Assets		-
Capital Assets:		
Building, Equipment & Trucks, Net of Accumulated Depreciation	$	13,180,132
Total Non-Current Assets	$	13,180,132
Total Assets	**$**	**24,917,462**
Deferred Outflows of Resources-Pension		(435,091)
Liabilities:		
Current Liabilities:		
Accounts Payable	$	94,107
Unearned Revenue		98,010
Payroll Taxes, Insurance, & Retirement Payable		4,699
Current Portion of Long-Term Debt		942,133
Total Current Liabilities	$	1,138,949
Non-Current Liabilities:		
Net Pension Liability		277,105
Notes, Leases and Bonds Payable	$	12,478,787
Sick & Vacation Leave payable		283,792
Total Long-Term Liabilities		13,039,684
Total Liabilities	**$**	**14,178,633**
Deferred Inflows of Resources - Pension		89,661
Net Position:		
Net Investment in Capital Assets	$	701,345
Restricted for Debt Service, Fire Station, Apparatus & Regular Reserve		6,428,267
Unrestricted		3,084,465
Total Net Position	**$**	**10,214,077**

See accompanying notes to the financial statements.11

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT No. 3

STATEMENT OF ACTIVITIES

FOR THE YEAR ENDED SEPTEMBER 30, 2020

Functions/Programs	Expenses	Program Revenues	Net Revenue and Change in Net Position Primary Government Governmental Activities
Governmental Activities:			
General Government	$ 5,009,652	$ 7,673,705	$ 2,664,053
Interest on Long-Term Debt	267,699	-	(267,699)
Total Governmental Activities	$ 5,277,351	$ 7,673,705	$ 2,396,354
		General Revenues:	
		Unrestricted Interest Earnings	$ 128,447
		Grant Revenues	-
		Total General Revenues	$ 128,447
		Change in Net Position	$ 2,524,801
		Net Position - Beginning	7,689,276
		Net Position - Ending	$ 10,214,077

See accompanying notes to the financial statements.

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT No. 3

BALANCE SHEET – GOVERNMENTAL FUNDS

SEPTEMBER 30, 2020

	General	Reserved for Fire Station, Apparatus, & Debt Service	Total Governmental Funds
Assets:			
Cash and Cash Equivalents	$ 4,964,074	$ 6,428,267	$ 11,392,341
Property Taxes & Sales Tax Receivable	344,989	-	344,989
Total Assets	**$ 5,309,063**	**$ 6,428,267**	**$ 11,737,330**
Liabilities and Fund Balances			
Liabilities:			
Accounts Payable	$ 94,107	$ -	$ 94,107
Unearned revenue	344,989	-	344,989
Payroll Taxes, Insurance & Retirement Payable	4,699	-	4,699
Total Liabilities	**$ 443,795**	**$ -**	**$ 443,795**
Fund Balances			
Restricted for Debt Service, Fire Station, Apparatus, Reserve	$ -	$ 6,428,267	$ 6,428,267
Unassigned	4,865,268	-	4,865,268
Total Fund Balances	**$ 4,865,268**	**$ 6,428,267**	**$ 11,293,535**
Total Liabilities and Fund Balances	**$ 5,309,063**	**$ 6,428,267**	**$ 11,737,330**

See accompanying notes to financial statements.

RECONCILIATION OF TOTAL GOVERNMENTAL FUND BALANCES TO NET POSITION OF GOVERNMENTAL ACTIVITIES
SEPTEMBER 30, 2020

Total fund balance – total governmental funds	$ 11,293,535
Amounts reported for governmental activities in the statement of net assets are different because:	
Deferred Outflows of Resources for Pensions are not recognized in Gov. Funds	$ (435,091)
Capital assets used in the governmental activities are not financial resources and therefore are not reported in the funds.	$ 13,180,132
Deferred Inflows of Resources for Pensions are not recognized in Gov. Funds	$ (89,661)
The current portion of leases payable for capital assets is not included in governmental activities due to capital assets not being included in governmental activities.	$ (942,133)
Unearned property tax revenues	$ 246,979
Long-term liabilities are not due and payable in the current period and therefore are not reported in the funds.	$ (12,478,787)
Net Pension Liability is not recognized for governmental funds	$ (277,105)
Accrued vacation and sick leave payable not included in govt. funds	$ (283,792)
Net assets of governmental activities	$ 10,214,077

See accompanying notes to financial statements.

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT No. 3

STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES – GOVERNMENTAL FUNDS

SEPTEMBER 30, 2020

	General	Fire Station, Apparatus Debt Service	Total Governmental Funds
Revenues:			
Property Taxes	$ 2,343,297	$ 1,316,858	$ 3,660,155
Sales Taxes	3,536,798		3,536,798
Plan reviews	99,528	-	99,528
Williamson County	33,560	-	33,560
Revenue Rescue	5,397	-	5,397
Inspections	10,315	-	10,315
Miscellaneous	332,406	-	332,406
Interest Earnings	128,447	-	128,447
Total Revenues	**$ 6,489,748**	**$ 1,316,858**	**$ 7,806,606**
Expenditures:			
Current:			
General Government	$ 4,211,216	$ -	$ 4,211,216
Capital Outlay	-	4,879,325	4,879,325
Debt Service:		-	-
Principal	-	4,539,953	4,539,953
Interest	-	267,699	267,699
Total Expenditures	**$ 4,211,216**	**$ 9,686,977**	**$ 13,898,193**
Net Income or (Loss)	**$ 2,278,532**	**$ (8,370,119)**	**$ (6,091,587)**
Loan proceeds	**$ 4,879,325**	**$ 7,522,255**	**$ 12,401,580**
Transfers	$ (6,523,593)	$ 6,523,593	$ -
Net Changes in Fund Balances	**$ 634,264**	**$ 5,675,729**	**$ 6,309,993**
Fund Balances - Beginning	**$ 4,231,004**	**$ 752,538**	**$ 4,983,542**
Fund Balances - Ending	**$ 4,865,268**	**$ 6,428,267**	**$ 11,293,535**

See accompanying notes to the financial statements.

RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED SEPTEMBER 30, 2020

Net change in fund balance - total governmental funds		$ 6,309,993
Amounts reported for governmental activities in the statement of net assets are different because:		
Governmental funds report capital outlays as expenditures. However, in the statement of activities, the cost of those assets is allocated over their useful lives as depreciation expense. This is the amount by which capital outlay (4,879,325) exceeded depreciation (619,626) in the current period.		$ 4,259,699
Loan principal paid off in refinancing and debt principal payments		$ 4,539,953
Revenues in the statement of activities that do not provide current financial resources are not reported as revenues in the funds.		
	Property taxes not collected	$ 26,888
	Less: Prior year	(31,342)
		$ (4,454)
Miscellaneous adjustments of differences between Govt. wide & Gov. FD		$ -
funds, but the repayment reduces long-term liabilities in the statement of net assets. Loan proceeds are subtracted with the net difference reported		$ (12,401,580)
Total Pension Expense is not recognized in Governmental Funds		$ (178,810)
		$ -
Changes in net position of governmental activities		$ 2,524,801

See accompanying notes to the financial statements.

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 3
NOTES TO THE FINANCIAL STATEMENTS
SEPTEMBER 30, 2020

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A. Reporting Entity

Williamson County Emergency Services District No. 3 (the District) is a governmental unit of the state of Texas that was formed in November 1999. The entity is responsible for providing fire and emergency services in Williamson County, Texas. The District provides fire and emergency medical services to a certain geographic portion of Williamson County including Hutto, Texas, an incorporated city located in Williamson County. The District was created and operates under Article III, Section 48-e, of the Texas Constitution, as proposed by S.J.R. No. 37, Acts of the 70th Legislature, Regular Session, 1987, and adopted by the voters at an election held November 1999.

The District is governed by a Board of Commissioners that acts as the authoritative and legislative body of the entity. The Board of Commissioners elects officers for the following positions; President, Vice-President, Treasurer, Secretary and Vice-Treasurer. No board member receives compensation for serving on the Board.

The accompanying statements of the District have been prepared in conformity with accounting principles generally accepted in the United States of America (GAAP) as applicable to governmental units. The financial statements include all organizations, activities, and functions that comprise the District. Component units are legally separate entities for which the District (the primary entity) is financially accountable. Financial accountability is defined as the ability to appoint a voting majority of the organization's governing body and either (1) the District's ability to impose its will over the organization or (2) the potential that the organization will provide a financial benefit to, or impose a financial burden on, the District. Using these criteria, the District has no component units.

B. Government-wide and fund financial statements

The government-wide financial statements (i.e., the statement of net position and the statement of changes in net position) report information on all of the non-fiduciary activities of the primary government.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment are offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. Program revenues primarily consist of Ad Valorem taxes received from the County's appraisal district.

C. Measurement focus, basis of accounting, and financial statement presentation

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of the related cash flows. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 31 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting.

Grants and entitlements and interest associated with the current fiscal period are all considered susceptible to accrual and so have been recognized as revenues of the current fiscal period. All other revenue items are considered measurable and available only when the District receives cash.

Fund Accounting

The District uses funds to maintain its financial records during the year. A fund is defined as a fiscal and accounting entity with a self-balancing set of accounts. The District only uses governmental funds.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Governmental Funds

Governmental funds are those through which most governmental functions typically are financed. Governmental funds reporting focuses on the sources, uses, and balances of current financial resources. Expendable assets are assigned to the various governmental funds according to the purpose for which they may or must be used. Current liabilities are assigned to the fund from which they will be paid. The difference between governmental fund assets and liabilities is reported as fund balance.

The District reports the following major governmental funds:

General Fund – The General Fund is used to account for all financial resources of the District except those required to be accounted for in another fund. The general fund balance is available to the District for any purpose provided it is expended or transferred according to the general laws of Texas and the bylaws of the District.

Revenues – Exchange and Non-Exchange Transactions

Revenue resulting from exchange transactions, in which each party gives and receives essentially equal value, is recorded on the accrual basis when the exchange takes place. On a modified accrual basis, revenue is recorded in the fiscal year in which the resources are measurable and become available. Available means that the resources will be collected within the current fiscal year or are expected to be collected soon enough thereafter to be used to pay liabilities of the current fiscal year. For the District, available means expected to be received within thirty-one days of fiscal year-end. Under the modified accrual basis, only interest is considered to be both measurable and available at fiscal year-end. Non-exchange transactions, in which the District receives value without directly giving value in return, includes grants and donations. On an accrual basis, revenue from grants and donations is recognized in the fiscal year in which all eligibility requirements have been satisfied.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Eligibility requirements include timing requirements, which specify the year when the resources are required to be used or the fiscal year when use is first permitted, matching requirements, in which the District must provide local resources to be used for a specific purpose, and expenditure requirements, in which the resources are provided to the District on a reimbursement basis. On a modified accrual basis, revenue from non-exchange transactions must be available before it can be recognized.

Expenses/Expenditures

On an accrual basis of accounting, expenses are recognized at the time they are incurred. The measurement focus of governmental fund accounting is on decreases in net financial resources (expenditures) rather than expenses. Expenditures are generally recognized in the accounting period in which the related fund liability is incurred, if measurable.

C. Cash and Cash Equivalents

Cash and equivalents include all highly-liquid investments with a maturity of three months or less at the date of purchase. During 2018-2019, cash and cash equivalents accounts were limited to Vera Bank General, SAFER Payroll, and Payroll Funds and Vera Bank Regular reserve, Apparatus reserve, Fire Station reserve, Construction and Debt Service reserve. The District at times has an amount in its depository account that exceeds the maximum amount secured by the Federal Deposit Insurance Corporation. Vera Bank collateralizes deposits by pledging securities in the District's name.

D. Restricted Assets

Restricted assets are cash and cash equivalents whose use is limited by legal requirements. Restricted cash with fiscal agent represents amounts required by debt covenant to be segregated for final year debt payment and accrued interest on the bonds. The District's Board of Directors voted to establish reserve and restricted accounts in 2010-2011 for debt service, fire station, apparatus, and regular reserve.

E. Interfund Transactions

During the course of normal operations, the District has numerous transactions between funds. Interfund transactions are generally classified as follows:

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Operating transfers are reported as "Other Financing Sources and Uses" in the governmental funds, as "Transfers In" by the recipient fund, and "Transfers Out" by the disbursing fund.

On the governmental funds balance sheet, receivables and payables resulting from short-term interfund loans are classified as "interfund loan receivables/payables." These amounts are eliminated on the statement of net assets.

F. **Capital Assets**

General capital assets generally result from expenditures in the governmental funds. These assets are reported on the government-wide statement of net assets and in the General Fund. All capital assets are recorded at cost and updated for additions and retirements during the year. The District does possess building infrastructure. Other capital assets consist of fire-fighting & EMT equipment and fire trucks. Improvements are capitalized; the cost of normal maintenance and repairs that do not add to the value of the asset or materially extend the asset's life are not.

G. Reservations of Fund Balance

The District records reservations for portions of fund equity which are legally segregated for specific future use or which do not represent available expendable resources and therefore, are not available for appropriations or expenditures in the governmental fund balance sheet. Unreserved fund balance indicates that portion of fund equity, which is available for appropriations, in future periods. Fund equity reserves have been established for the fire station, apparatus, and regular reserve and for future debt service in the debt service fund. If restricted and unrestricted assets are available for the same purpose, then restricted assets will be used before unrestricted assets.

H. Net Position

Net position present the difference between assets and liabilities in the statement of net assets. Net position invested in capital assets are reduced by the outstanding balances of any borrowing used for the acquisition, construction, or improvement of those assets.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Net position is reported as restricted when there are legal limitations imposed on their use by District legislation or external restrictions by creditors, grantors, laws or regulations of other governments.

I. Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. Actual results may differ from those estimates.

J. Accrued Liabilities

The District reports accrued liabilities on the statement of net position. The District reports accounts payable of $94,107 and $98,010 in unearned revenue during 2019-2020.

NOTE 2 – TAX REVENUES

The District's tax revenue is collected by County of Williamson, Texas, (the County) under the provisions of a tax collection agreement signed November, 1999. Under the agreement, the County is responsible for making the calculations necessary for the District to comply with the statutory requirements for setting tax rates as specified in Chapter 26 of the Texas Property Tax Code and collecting the appropriate tax. The County periodically remits the collected taxes to the District. The agreement may be terminated by either party on written notice, but neither party has expressed an interest in terminating the agreement. The County provides the District with written reports necessary to keep the District advised of all financial information affecting the District. The District pays the County for its tax collection activity in four equal quarterly payments, which totaled $21,404 USD for 2019-2020. The amount is determined by the County based on an amount per each parcel of taxable property, or account taxable by the District. The tax rate for WCESD # 3 for 2020 is $.10 per $100 valuation of property. The M&O rate for WCESD # 3 was 0.063914and the I&S rate was 0.03608686, the total adjusted original tax roll was $3,604,303 on $3,604,303,000 valuation. Property taxes receivable at 9/30/20 total $26,888, with $11,480 being current and $12,555 being delinquent, and $2,852 in rollbacks.

NOTE 3 – CASH AND CASH EQUIVALENTS

Cash resources of several individual funds are combined to form a pool of cash and investments. In addition, investments are separately held by a number of individual funds. Statutes require the classification of funds held by the District into three categories.

Category 1 consists of "active" funds – those funds required to be kept in "cash" or "near cash" status for immediate use by the District. Such funds must be maintained either as cash in the District Treasury or in depository accounts payable or withdrawal on demand, including negotiable order of withdrawal (NOW) accounts.

Category 2 consists of "inactive" funds – those funds not required for use within the current two-year period of designation of depositories. Inactive funds may be deposited or invested only as certificates of deposit maturing no later than the end of the current period of designation of depositories.

Category 3 consists of "interim" funds – those funds not needed for immediate use, but needed before the end of the current period of designation of depositories. Interim funds may be invested or deposited in the following securities:

- United States Treasury notes, bills, bonds or any other obligation or security issued by the United States Treasury or any other obligation guaranteed as to principal or interest by the United States.
- Bonds, notes, debentures, or any other obligations or securities issued by any federal government agency or instrumentality, including but not limited to, the federal national mortgage association, federal home loan bank, federal farm credit bank, federal home loan mortgage corporation, government national mortgage association, and student loan marketing association. All federal agency securities shall be direct issuances of federal government agencies or instrumentalities

A. Deposits

At year-end the carrying amount of the District's deposits was $11,392,341 and the bank balance was $11,392,341. Federal depository insurance coverage totals $250,000. The deposits were classified as category 1, collateralized, as defined by GASB Statement 3 "Deposits with Financial Institutions, Investments and Reverse Repurchase Agreements. Securities pledged as collateral for Williamson County Emergency Services District No. 3 at September 30, 2020 totaled $14,131,027 for excess collateralization in the amount of $2,738,686.

NOTE 4 - GENERAL FIXED ASSETS

A summary of changes in general fixed assets for the year ended September 30, 2020:

	Fire Station 1,2 & 3	CWICS Trunking System	Apparatus & Trucks	Radio Equipment	Computers & Furniture	Totals
10/1/2019	7,825,225	159,504	1,788,214	599,895	87,307	10,460,145
Additions	3,606,815	-	1,213,098	31,427	27,985	4,879,325
Deletions	-	-	-	-	-	-
9/30/2020	11,432,040	159,504	3,001,312	631,322	115,292	15,339,470
Land						$ 895,981
CIP						-
Less:						
Acc. Depr.	$ 1,117,499	$ -	$ 1,537,659	$ 327,783	$ 72,378	$ 3,055,319
Total, Net	$ 10,314,541	$ 159,504	$ 1,463,653	$ 303,539	$ 42,914	$ 13,180,132

NOTE 5 – GENERAL LONG-TERM DEBT

The District has acquired buildings, vehicles and fire equipment under master governmental lease-purchase agreements dated as follows:

Note Payable to PNC, dated July 21, 2020, in the amount of $1,007,756, annual payments from $117,408 to $236,920, due 1/21, including interest at 2.25%. Secured by Equipment.	$ 1,007,756
Note payable to PNC Bank dated July 20, 2017 in the amount of $804,681, monthly payments of $91,386, matures August 20, 2025 secured by Pierce Pumper fire truck.	$ 598,402
Note payable to Union State Bank dated December 29, 2015 in the amount of $200,000, annual payments of $43,983, due 12/29, matures 12/29/2020, including interest of 3.25%, secured by radios.	$ 42,599
Note payable to PNC dated April 1, 2019 in the amount of $1,556,469.50, annual payments of $182,711 and $400,900, due 4/1, matures May 1, 2027, including interest of 3.54%, secured by equipment.	$ 1,428,857
Note Payable to Hilltop Securities in the amount of $4,439,430, annual payments from $365,499.73 to $598,904.05 due on 2/15, interest rate of 2.2%, matures 2/15/2033.	$ 4,439,430
Note Payable to Hilltop Securities in the amount of $6,090,000, annual payments from $236,366.99 to $918,799.75 due on 5/15, interest rate of 2.2%, matures 2/15/2033.	$ 5,903,872
Total	13,420,916

NOTE 5 – GENERAL LONG-TERM DEBT (Continued)

The debt service requirements on the above lease-purchase agreements are as follows:

Due Year Ending September 30	Principal	Interest	Total
2021	132,130	50,582	182,712
2022	136,807	45,904	182,711
2023	141,650	41,061	182,711
2024	146,664	36,047	182,711
2025	151,856	30,855	182,711
Thereafter	719,750	46,571	766,321
Total	$ 1,428,857	$ 251,020	$ 1,679,877

Due Year Ending September 30	Principal	Interest	Total
2021	42,599	1,388	43,987
Total	$ 42,599	$ 1,388	$ 43,987

Due Year Ending September 30	Principal	Interest	Total
2021	73,108	18,728	91,836
2022	75,396	16,440	91,836
2023	77,756	14,080	91,836
2024	80,189	11,647	91,836
2025	82,699	9,137	91,836
Thereafter	209,254	566	209,820
Total	$ 598,402	$ 70,598	$ 669,000

Due Year Ending September 30	Principal	Interest	Total
2021	501,170	97,734	598,904
2022	405,490	87,429	492,919
2023	287,080	78,427	365,507
2024	293,450	72,054	365,504
2025	299,960	65,540	365,500
Thereafter	2,652,280	271,748	2,924,028
Total	$ 4,439,430	$ 672,932	$ 5,112,362

NOTE 5 – GENERAL LONG-TERM DEBT (Continued)

The debt service requirements on the above lease-purchase agreements are as follows:

Due Year Ending September 30	Principal	Interest	Total
2021	106,555	129,885	236,440
2022	214,882	127,541	342,423
2023	347,027	122,814	469,841
2024	354,662	115,179	469,841
2025	362,464	107,376	469,840
Thereafter	4,518,282	554,118	5,072,400
Total	$ 5,903,872	$ 1,156,913	$ 7,060,785

Due Year Ending September 30	Principal	Interest	Total
2021	86,571	30,837	117,408
2022	89,220	28,188	117,408
2023	91,950	25,458	117,408
2024	94,764	22,644	117,408
2025	97,663	19,745	117,408
Thereafter	547,588	41,557	589,145
Total	$ 1,007,756	$ 168,429	$ 1,176,185

NOTE 6 – CONTINGENCIES AND SUBSEQUENT EVENTS

As of September 30, 2020, the District did not have any material pending litigation or non-disclosed liabilities.

Pensions

For purposes of measuring the net pension liability, pension related deferred outflows and inflows of resources, and pension expense, District specific information about its Fiduciary Net Position in the Texas County and District Retirement System (TCDRS) and additions to/deductions from the District's Fiduciary Net Position have been determined on the same basis as they are reported by TCDRS. For this purpose, plan contributions are recognized in the period that compensation is reported for the employee, which is when contributions are legally due. Benefit payments and refunds are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value. Information regarding the District's Total Pension Liability is obtained from TCDRS through a report prepared for the District by TCDRS consulting actuary, Milliman, in compliance with Governmental Accounting Standards Board (GASB) Statement No. 68, Accounting and Financial Reporting for Pensions.

Deferred Outflows/Inflows of Resources

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then. The District has the following items that qualify for reporting in this category.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

- Pension contributions after measurement date – these contributions are deferred and recognized in the following fiscal year.
- Difference in projected and actual earnings on pension assets – This difference is deferred and amortized over a closed five year period.
- Difference in expected and actual pension experience – This difference is deferred and recognized over the estimated average remaining lives of all members determined as of the measurement date.

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statements element, deferred inflows or resources, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. The District has only one type of item, which arises only under a modified accrual basis of accounting that qualifies for reporting in this category. Accordingly, this item is reported only in the governmental funds balance sheet. The governmental funds report unavailable revenues from one source: Property taxes. These amounts are deferred and recognized as an inflow of resources in the period that the amounts become available.

Pension Plan - The Williamson County ESD # 3 participates as one of the plans in the nontraditional, joint contributory, hybrid defined benefit pension plan administered by the Texas County and District Retirement System (TCDRS). The funding policy governs how the Texas County & District Retirement System (TCDRS) determines the employer contributions required to ensure that benefits provided to TCDRS members are funded in a reasonable and equitable manner. The goals of TCDRS' funding policy are to fully fund benefits over the course of employees' careers to ensure intergenerational equity, and to balance rate and benefit stability with the need for the plan funding to be reflective of current plan conditions. This policy documents the current funding policies in effect for the Dec. 31, 2018 actuarial valuation as established by state law, administrative rule and action by the TCDRS Board of Trustees (the board). The policy serves as a comprehensive funding overview and complies with the GASB reporting requirements for an agent multiple-employer plan. TCDRS funding overview TCDRS is a model for responsible, disciplined funding. TCDRS does not receive any state funding. As an agent, multiple-employer plan, each participating employer in the system funds its plan independently. A combination of three elements funds each employer's plan: employee deposits, employer contributions and investment income. • The deposit rate for employees is 4%, 5%, 6% or 7% of compensation, as

adopted by the employer's governing body. • Participating employers are required to contribute at actuarially determined rates to ensure adequate funding for each employer's plan. Employer contribution rates are determined annually and approved by the TCDRS Board of Trustees. • Investment income funds a large part of the benefits employees earn. Pursuant to state law, employers participating in the system must pay 100% of their actuarially determined required contributions on an annual basis. Each employer has the opportunity to make additional contributions in excess of its annual required contribution rate either by adopting an elected rate that is higher than the required rate or by making additional contributions on an ad hoc basis. Employers may make additional contributions to pay down their liabilities faster, pre-fund benefit enhancements and/or buffer against future adverse experience. GASB 68 Disclosure for Measurement Date December 31, 2017. Williamson County Emergency Services District #3 Texas County & District Retirement System. This work product was prepared solely for the TCDRS for the purposes described herein and may not be appropriate to use for other purposes. Milliman does not intend to benefit and assumes no duty or liability to other parties who receive this work. Milliman recommends that third parties be aided by their own actuary or other qualified professional when reviewing the Milliman work product. In addition, employers annually review their plans and may adjust benefits and costs based on their local needs and budgets. Although accrued benefits may not be reduced, employers may reduce future benefit accruals and immediately reduce costs. Methodology for determining employer contribution rates The board hires independent outside consulting actuaries to conduct an annual valuation to measure the funding status and to determine the required employer contribution rate for each employer plan. In order to calculate the employer contribution rate, the actuary does the following: • Studies each employer's adopted plan of benefits and the profile of its plan participants, and uses assumptions established by the board to estimate future benefit payments. • Discounts the estimate of future benefit payments to the present based on the long-term rate of investment return to determine the present value of future benefits. • Compares the present value of future benefits with the plan's assets to determine the difference that needs to be funded based on the funding policy. The valuation of each employer plan is based on the system funding policy and the assets, benefits and participant profile of each participating employer plan. The four key components in the determination of employer contribution rates are: the actuarial cost method, amortization policy, the asset valuation method and the actuarial assumptions. Actuarial cost method TCDRS has adopted the replacement life entry age cost method, a conservative cost method and an industry standard. The goal of this cost method is to fund benefits in an orderly manner for each participant over his or her career so that sufficient funds are accumulated by the time benefit payments begin. Under this approach, benefits are funded in advance as a level percentage of pay. This portion of the contribution rate is called the normal cost rate and generally remains stable from year to year. Amortization policy The portion of the contribution

rate that funds any remaining unfunded amounts for benefits that are not covered by the normal cost is called the unfunded actuarial accrued liability (UAAL) rate. UAAL amounts occur when benefit enhancements are adopted that have not been funded in advance, or when actual investment or demographic experience varies from the actuarial assumptions (actuarial gains and losses). UAAL amounts are amortized on a level-percentage-of-covered-payroll basis over a closed period with a layered approach. The closed periods ensure all unfunded liabilities are financed over no more than 20 years from the time they occur. Each year new layers are established to amortize changes in the UAAL due to actuarial gains or losses, as well as any plan benefit changes elected by an employer for that year. Benefit enhancements are amortized over a 15-year closed period. All other changes in the UAAL are amortized over 20-year closed periods. These amortization periods are generally more conservative than those of most other public retirement plans and are stricter than the minimum amortization period required under state law. GASB 68 Disclosure for Measurement Date December 31, 2014. Williamson County Emergency Services District #3 Texas County & District Retirement System. This work product was prepared solely for the TCDRS for the purposes described herein and may not be appropriate to use for other purposes. Milliman does not intend to benefit and assumes no duty or liability to other parties who receive this work. Milliman recommends that third parties be aided by their own actuary or other qualified professional when reviewing the Milliman work product. For newly participating districts that have five or fewer employees who are all within five years of retirement eligibility, any initial UAAL and any subsequent adoption of prior service credits are amortized over a five-year closed amortization period. This ensures that benefits are appropriately funded over the current generation of employees. Notwithstanding the layered approach, the total UAAL payment may not be less than the required payment obtained by amortizing the entire UAAL over a 20-year period. If a plan is overfunded, the overfunded actuarial accrued liability (OAAL) is calculated annually using a 30- year open amortization period. Asset valuation method When determining the actuarial value of assets used for measuring a plan's funded status, TCDRS smooths each year's actuarial investment gains and losses and recognizes them over a five-year period to better reflect the system's long-term investment horizons and to keep employer contribution rates more stable. As actuarial asset investment gains and losses are recognized, they become part of the actuarial gains and losses for the year and are funded according to the amortization policy. The five-year period helps stabilize employer rates while still ensuring that rates are reflective of current market conditions. In addition, the board has the ability to set aside reserves from investment earnings that are used to help offset future negative economic cycles. These reserves are held separately and are not counted as part of a participating employer's plan assets until they are passed through to employers when determined necessary by the board. Reserves help maintain rate stability for employers. In addition, reserves ensure that employers do not adopt benefit increases based on a

temporarily lower plan cost at a high point in a market cycle and, conversely, are not as pressured to immediately reduce benefit levels during a low point in a market cycle. Actuarial assumptions Demographic and economic assumptions are used to estimate employer liabilities and to determine the amount of funding required from employer contributions as opposed to investment earnings. These assumptions reflect a long-term perspective of 30 years or more. Examples of key economic assumptions include long-term investment return, long-term inflation and annual payroll increase. Demographic assumptions are the actuary's best estimate of what will happen to TCDRS members and retirees. Examples of demographic assumptions are employment termination rates, retirement rates and retiree mortality rates. A complete listing of all actuarial assumptions can be found in the annual system-wide valuation report. Oversight The board has established review policies to ensure that actuarial assumptions are appropriate and that the methodology for determining employer contribution rates is being correctly applied. Review of actuarial assumptions TCDRS' actuarial assumptions are periodically reviewed and revised as deemed necessary to reflect best estimates of future experience. Every four years, the TCDRS consulting actuary conducts an investigation of experience.

TCDRS assumptions are compared to plan experience and future expectations, and changes to GASB 68 Disclosure for Measurement Date December 31, 2018. Williamson County Emergency Services District #3 Texas County & District Retirement System This work product was prepared solely for the TCDRS for the purposes described herein and may not be appropriate to use for other purposes. Milliman does not intend to benefit and assumes no duty or liability to other parties who receive this work. Milliman recommends that third parties be aided by their own actuary or other qualified professional when reviewing the Milliman work product. the assumptions are recommended as needed. The board adopts actuarial assumptions to be used in the valuation based on the results of this study. An actuarial audit of every investigation of experience is required and must be performed by an independent auditing actuary to review the consulting actuary's analysis, conclusions and recommendations for accuracy, appropriateness and reasonableness. These audits alternate between a peer review and a full replication audit of the investigation of experience. In a peer review audit of the investigation, the reviewing actuary uses the raw results of the investigation for demographic assumptions as calculated by the consulting actuary to test the conclusions and recommendations. In addition, the reviewing actuary independently analyzes economic assumptions to test the results and recommendations of the consulting actuary. The reviewing actuary also examines the consulting actuary's methods and assumptions for reasonableness and internal consistency. In a full replication audit of the investigation, in addition to performing all of the steps of a peer review, the auditing actuary fully replicates the calculation of the investigation's raw results. Review of employer contribution rates In order to test accuracy and ensure that the actuarial methods and assumptions are being

correctly applied, an audit of the valuation is required every four years. These audits are conducted by an independent reviewing actuary and alternate between a peer review and a full replication audit of the valuation. In the peer review audit of the valuation, the actuary uses a sample of participant data and TCDRS plans to test the results of the valuation. The reviewing actuary also examines the consulting actuary's methods and assumptions for reasonableness and internal consistency. In a full replication audit of the valuation, the auditing actuary performs all the steps of a peer review audit but instead of analyzing sample data and plans, the auditing actuary fully replicates the original actuarial valuation. Review and modification of funding policy The board will review this policy on a regular basis and may modify this policy at its discretion. Modifications to the policy may be submitted for consideration to the board by staff and/or outside consulting actuaries as circumstances warrant.

The long-term expected rate of return on TCDRS assets is determined by adding expected inflation to expected long-term real returns, and reflecting expected volatility and correlation. The capital market assumptions and information shown below are provided by TCDRS' investment consultant, Cliffwater LLC. The numbers shown are based on January 2015 information for a 7-10 year time horizon. Note that the valuation assumption for long-term expected return is re-assessed at a minimum of every four years, and is set based on a 30-year time horizon; the most recent analysis was performed in 2013. See Milliman's TCDRS Investigation of Experience report for the period January 1, 2009 – December 31, 2013 for more details. (1) Target asset allocation adopted at the April 2015 TCDRS Board meeting. (2) Geometric real rates of return in addition to assumed inflation of 1.7%, per Cliffwater's 2015 capital market assumptions. (3) Includes vintage years 2006-present of Quarter Pooled Horizon IRRs. (4) Includes vintage years 2007-present of Quarter Pooled Horizon IRRs. Geometric Real Rate of Return Target (Expected minus Asset Class Benchmark Allocation(1) Inflation)(2) US Equities Dow Jones U.S. Total Stock Market Index 16.50% 5.35% Private Equity Cambridge Associates Global Private Equity & Venture Capital Index(3) 12.00% 8.35% Global Equities MSCI World (net) Index 1.50% 5.65% International Equities - Developed 50% MSCI World Ex USA (net) + 50% MSCI World ex USA 100% Hedged to USD (net) Index 11.00% 5.35% International Equities - Emerging 50% MSCI EM Standard (net) Index + 50% MSCI EM 100% Hedged to USD (net) Index 9.00% 6.35% Investment-Grade Bonds Barclays Capital Aggregate Bond Index 3.00% 0.55% High-Yield Bonds Citigroup High-Yield Cash-Pay Capped Index 3.00% 3.75% Opportunistic Credit Citigroup High-Yield Cash-Pay Capped Index 5.00% 5.54% Direct Lending Citigroup High-Yield Cash-Pay Capped Index 2.00% 5.80% Distressed Debt Citigroup High-Yield Cash-Pay Capped Index 3.00% 6.75% REIT Equities 67% FTSE NAREIT Equity REITs Index + 33% FRSE EPRA/NAREIT Global Real Estate Index 2.00%

4.00% Commodities Bloomberg Commodities Index 2.00% -0.20% Master Limited Partnerships (MLPs) Alerian MLP Index 2.00% 5.30% Private Real Estate Partnerships Cambridge Associates Real Estate Index(4) 3.00% 7.20% Hedge Funds Hedge Fund Research, Inc. (HFRI) Fund of Funds Composite Index 25.00% 5.15%

Williamson County ESD # 3
Schedule of Changes in Net Pension Liability and Related Ratios Current Period
September 30, 2020

A.	**Total pension liability**	
	1. Service Cost	$ 290,130
	2. Interest (on the Total Pension Liability)	155,881
	3. Effect of Plan Changes	-
	4. Effect of assumption changes or inputs	-
	5. Effect of economic/demographic (gains) or losses	7,332
	6. Benefit payments, including refunds of employee contributions	(11,912)
	7. Net change in total pension liability	$ 441,431
	8. Total pension liability - beginning	1,640,167
	9. Total pension liability - ending	$ 2,081,598
B.	**Plan fiduciary net position**	
	1. Contributions - employer	$ 243,483
	2. Contributions - member	155,509
	3. Net investment income	197,886
	4. Benefit payments, including refunds of employee contributions	(11,912)
	5. Administrative Expense	(1,375)
	6. Other	13,504
	7. Net change in plan fiduciary net position	$ 597,095
	8. Plan fiduciary net position - beginning	1,207,398
	9. Plan fiduciary net position - ending	$ 1,804,493
C.	**Net pension liability [A.9-B.9]**	$ 277,105
D.	**Plan fiduciary net position as a percentage of the total pension liability [B.9 / A.9]**	86.69%
E.	**Covered-employee payroll**	$ 2,221,561
F.	**Net pension liability as a percentage of covered employee payroll [C / E]**	12.47%

WILLIAMSON COUNTY ESD # 3
SCHEDULE OF PENSION EXPENSE
SEPTEMBER 30, 2020

1.	Total Service Cost	$ 290,130
2.	Interest on the Total Pension Liability	155,881
3.	Current Period Benefit Changes	-
4.	Employee Contributions (Reduction of Expense)	(155,509
5.	Projected Earnings on Plan Investments (Reduction of Expense)	(113,652
6.	Administrative Expense	1,375
7.	Other Changes in Fiduciary Net Position	(13,504
8.	Recognition of Investment gains or losses	(405
9.	Recognition of economic/demographic gains or losses	10,337
10.	Recognition of assumption changes or inputs	4,157
		-
12.	Total Pension Expense	$ 178,810

WILLIAMSON COUNTY ESD # 3
SCHEDULE OF DEFERRED OUTFLOWS AND INFLOWS OF RESOURCES
SEPTEMBER 30, 2020

	Recognition Period (or amortization yrs)	2019 Recognized in current pension expense	Deferred Inflow in future expense	Deferred Outflow in future expen
Due to Liabilities:				
Difference in expected and actual experience [actuarial (gains) or losses]	12.0000		$ 60,482	$ 206,945
Difference in assumption changes [actuarial (gains) or losses]	12.0000		$ 7,848	$ 1,183
			$ 68,330	$ 208,128
Due to Assets:				
Difference in projected and actual earnings on pension plan investments [actuarial (gains) or losses]	5.0000		$ 21,331	$ -
			$ 21,331	$ -
Total:			$ 46,999	$ 208,128

Deferred Outflows and Deferred Inflows of Resources, by year, to be recognized in future pension expense as follows:

	Net deferred outflows (inflows) of resources
2020	$ 7,306
2021	5,868
2022	12,136
2023	(6,913)
2024	9,932
Thereafter	90,138
Total	$ 118,467

Required Supplementary Information

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT No. 3
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL (NON-GAAP BUDGETARY BASIS) GENERAL FUND
FOR THE YEAR ENDED SEPTEMBER 30, 2020

	Budgeted Amounts			Variance with Final Budget
	Original	Final	Actual	Positive (Negative)
Revenues:				
Property Taxes	$ 3,607,920	$ 3,651,748	$ 3,660,155	$ 8,407
Sales Taxes	2,331,197	3,482,113	3,536,798	$ 54,685
Other Income	68,000	485,493	470,891	(14,602)
Inspections	-	10,315	10,315	-
General Reserve				
Interest Earnings	16,000	178,459	128,447	(50,012)
Total Revenues	**$ 6,023,117**	**$ 7,808,128**	**$ 7,806,606**	**$ (1,522)**
Expenditures:				
Current:				
General Government	$ 4,526,705	$ 4,960,312	$ 4,211,216	$ 749,096
Capital Outlay	178,105	3,143,111	4,879,325	(1,736,214)
Debt Service	1,318,307	1,318,307	4,807,652	(3,489,345)
Total Expenditures	**$ 6,023,117**	**$ 9,421,730**	**$ 13,898,193**	**$ (4,476,463)**
Excess (Deficiency) of Revenues Over (Under) Expenditures	**$ -**	**$ (1,613,602)**	**$ (6,091,587)**	**$ (4,477,985)**
Net income or (Loss)	**$ -**	**$ -**	**$ (6,091,587)**	
Loan Proceeds		$ 1,613,602	$ 12,401,580	
Fund Balances - Beginning	**$ 4,627,983**	**$ 4,627,983**	**$ 4,627,983**	
Fund Balances - Ending	**$ 4,627,983**	**$ 6,241,585**	**$ 10,937,976**	
Investment in Capital Assets, Net of Related Debt			$ 701,345	
Unearned Revenue			$ (344,989)	
Long Term Debt not recognized in governmental funds			(832,608)	
Net Pension Liability not recognized in governmental funds			$ 277,105	
Deferred Inflows of Resources not recognized in govt. funds			$ (89,661)	
Deferred Outflows of Resources not recognized in govt. funds			$ (435,091)	
GAAP Basis Fund Balance			$ 10,214,077	

See accompanying notes to the financial statements.

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT No. 3
NOTES TO REQUIRED SUPPLEMENTARY INFORMATION
SEPTEMBER 30, 2020

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Budgetary Process

The budgetary process is prescribed by the provisions of the Texas Constitution and entails the preparation of budgetary documents within an established timeline. Legally, the Texas Constitution does not strictly impose a requirement on the District to follow the budgetary process but the District chose to follow the budgetary process. The major documents prepared are an estimated budget with revenues and expenditures. The level of budgetary control is at the object level for the District. The budget is not amended for modifications or changes during the year. All expenditures are approved by the Board beforehand.

1. Estimated Resources

As part of the District's budgetary process, the Board approves the official estimated resources. The official estimated resources state the projected revenue for the District. The estimated revenue is calculated from information from the Williamson County Appraisal District. The budget is not revised or amended for increases or decreases in estimated revenues.

2. Appropriations

Estimated appropriations are prepared for the annual budget. All appropriations, no matter how small or how large, still must be approved by the Board before remittance, whether or not they were included in the budget.

3. Budgetary Basis of Accounting

The District's budgetary process accounts for certain transactions on a basis other than GAAP. The major differences between the budgetary basis and the GAAP basis lie in the manner in which revenues and expenditures are recorded. Under the budgetary process, revenues and expenditures are recognized on the cash basis. Utilizing the cash basis, revenues are recorded when received in cash and expenditures are recorded when paid. Under the GAAP basis, revenues and expenditures are recorded on the modified accrual basis of accounting on the governmental fund statements and on the full accrual basis on the government-wide statements. See page 14 for a reconciliation between governmental funds and GAAP basis net equity fund balance.

Williamson County ESD # 3

Schedule of Changes in Net Pension Liability and Related Ratios

Last ten years (will ultimately be displayed)

Total pension liability	2015	2016	2017	2018	2019
1. Service Cost	79,227	85,432	132,527	273,409	290,130
2. Interest (on the Total Pension Liability)	29,642	36,009	61,053	126,095	155,881
3. Effect of plan changes	(15,298)	15,180	321,803	-	-
4. Effect of assumption changes or inputs	1,774	-	(9,417)	(42,657)	-
5. Effect of economic/demographic (gains) or losses	(33,847)	89,353	156,147	-	7,332
6. Benefit payments, including refunds	1	-	-	-	(11,912)
7. Net change in total pension liability	61,499	225,974	662,113	356,847	441,431
8. Total pension liability - beginning	333,734	395,233	621,207	1,283,320	1,640,167
9. Total pension liability - ending	395,233	621,207	1,283,320	1,640,167	2,081,598
Plan fiduciary net position					
1. Contributions - employer	49,109	58,947	106,889	230,778	243,483
2. Contributions - members	44,645	56,247	97,172	129,755	155,509
3. Net investment income	(4,464)	30,415	84,710	(11,786)	197,886
4. Benefit payments, including refunds of contributions	1	(1)	-	-	(11,912)
5. Administrative Expense	(263)	(331)	(564)	(970)	(1,375)
6. Other	(32)	9,045	2,729	10,826	13,504
7. Net change in plan fiduciary net position	88,996	154,322	290,936	358,603	597,095
8. Plan fiduciary net position - beginning	314,541	403,537	557,859	848,795	1,207,398
9. Plan fiduciary net position - ending	403,537	557,859	848,795	1,207,398	1,804,493
Net pension liability [A.9-B.9]	(8,304)	63,348	434,525	432,769	277,105
Plan fiduciary net position as a percentage of the total pension liability [B.9 / A.9]	102.10%	89.80%	66.14%	73.61%	86.69%
Covered-employee payroll	892,897	1,120,079	1,619,531	1,853,636	2,221,561
Net pension liability as a percentage of covered employee payroll [C / E]	-0.93%	5.66%	26.83%	23.35%	12.47%

Williamson County ESD # 3

Schedule of Contributions

Last 10 Fiscal Years (will ultimately be displayed)

September 30, 2020

	2019	2018	2017	2016	2015	2014	2013	2012
Actually Determined Contribution	243,483	230,778	106,889	58,692	$ 49,109	$ 45,835	$ 37,229	$ 24,389
Contributions in relation to the actuarially determined contribution	243,483	230,778	106,889	58,947	49,109	45,835	37,229	24,389
						-		-
Contribution deficiency (excess)						-	-	-
Covered employee payroll	2,221,561	1,853,636	1,619,531	1,120,079	892,897	818,490	663,609	614,331
Contributions as a percentage of covered employee payroll	12.47%	23.35%	6 60%	5 30%	5.50%	5.60%	5.60%	4.00%
Noes to Schedule of Contributions								
Valuation Date determined		12/31/2019						
Notes								
Valuation Date:								

Notes	Actuarially determined contribution rates are calculated as of December 31 and become effective in January.
Methods and Assumptions Used to Determine Contribution Rates:	
Actuarial Cost Method	Entry Age
Amortization Method	Level percentage of payroll, closed
Remaining Amortization Period	13.5 years
Asset Valuation Method	5 Year Smoothed Market
Inflation	2.75%
Salary Increases	Varies by age and service. 4.9% average over career including inflation
Investment Rate of Return	8%, net of administrative & investment expenses, including inflation
Retirement Age	Members who are eligible for service retirement are assumed to commence receiving benefit payments based on age. The average age at service retirement for recent retirees is 61
Mortality	130% of the RP-2014 Healthy Annuitant Mortality Table for males, and 110% of the RP-2014 Healthy Annuitant Mortality table for females, both projected with 110% of the MP-2014 Ultimate scale after 2014.
Other Information:	2015 New inflation, mortality and other assumptions were reflected. 2017 New mortality assumptions were reflected.
Changes in Plan Provisions	2015 & 2016 - No changes in plan provisions are reflected in the Schedule of Employer Contributions
Reflected in the schedule	2017 Employer contributions reflect that the member contribution rate was increased to 6% and the current service matching rate was increased to 175% for future benefits Also, new annuity purchase rates were reflected for benefits earned after 2017

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INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

To the Board of Directors
Williamson County ESD # 3

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of Williamson County ESD # 3 as of and for the year ended September 30, 2020, and the related notes to the financial statements, which collectively comprise Williamson County ESD # 3's basic financial statements, and have issued our report thereon dated December 11, 2020.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered Williamson County ESD # 3's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Williamson County ESD # 3's internal control. Accordingly, we do not express an opinion on the effectiveness of Williamson County ESD # 3's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Williamson County ESD #3's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Donald L. Allman, CPA, PC

Georgetown, TX
December 11,2020

ANNUAL FINANCIAL REPORT

of the

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT No.4

For the Year Ended
September 30, 2020

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WILLIAMSON COUNTY
EMERGENCY SERVICES DISTRICT No.4
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September 30, 2020

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CERTIFIED PUBLIC ACCOUNTANT

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors of the
Williamson County Emergency Services District No.4:

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities and the major fund of the Williamson County Emergency Services District No.4 (the "District") as of and for the year ended September 30, 2020, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the District's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and the major fund of the District as of September 30, 2020, and the respective changes in financial position for the year then ended, in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the Management's Discussion and Analysis, budgetary comparison information, schedule of changes in net pension liability and related ratios, and schedule of contributions, identified as Required Supplementary Information on the table of contents, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the Required Supplementary Information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Donald L. Allman, CPA, PC
Certified Public Accountant
Georgetown, Texas
July 14, 2021

MANAGEMENT'S DISCUSSION AND ANALYSIS

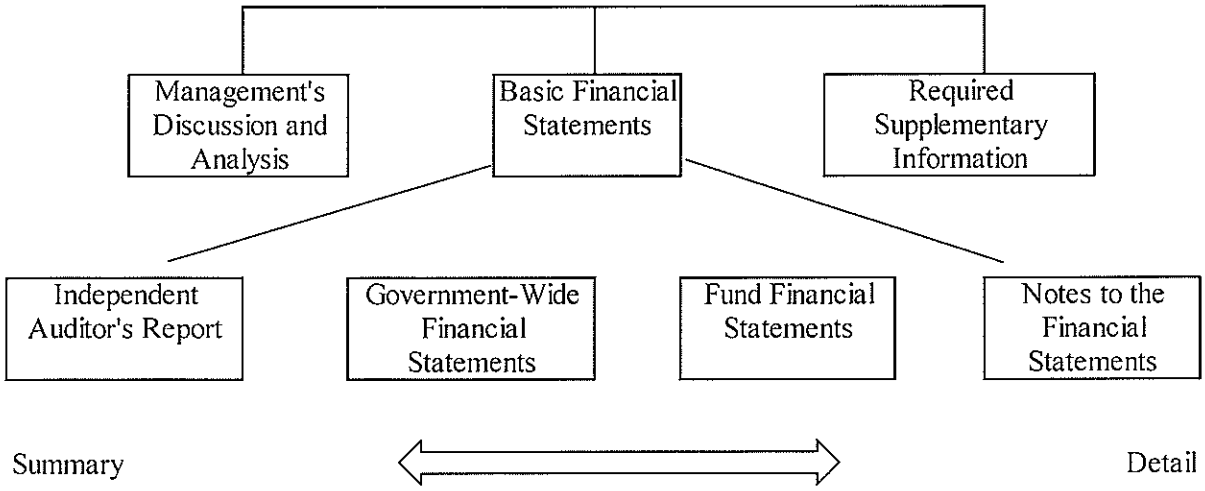
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WILLIAMSON COUNTY
EMERGENCY SERVICES DISTRICT No.4
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Year Ended September 30, 2020

The purpose of the Management's Discussion and Analysis (MD&A) is to give the readers an objective and easily readable analysis of the financial activities of the Williamson County Emergency Services District No.4 (the "District") for the year ending September 30, 2020. The analysis is based on currently known facts, decisions, and economic conditions. It presents short and long-term analysis of the District's activities, compares current year results with those of the prior year, and discusses the positive and negative aspects of that comparison. Please read the MD&A in conjunction with the District's financial statements, which follow this section.

THE STRUCTURE OF OUR ANNUAL REPORT

Components of the Financial Section



The District's basic financial statements include (1) government-wide financial statements, (2) individual fund financial statements, and (3) notes to the financial statements. This report also includes supplementary information intended to furnish additional detail to support the basic financial statements themselves.

Government-Wide Statements

The government-wide statements report information for the District as a whole. These statements include transactions and balances relating to all assets, including infrastructure capital assets. These statements are designed to provide information about the cost of services, operating results, and the financial position of the District as an economic entity. The Statement of Net Position and the Statement of Activities report information on the District's activities that enable the reader to understand the financial condition of the District. These statements are prepared using the *accrual basis of accounting*, which is similar to the accounting used by most private-sector companies. All of the current year's revenues and expenses are taken into account even if cash has not yet changed hands.

The Statement of Net Position presents information on all of the District's assets, liabilities, and deferred outflows/inflows of resources, with the difference reported as *net position.* Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the District is improving or deteriorating. Other nonfinancial factors, such as the District's property tax base and the condition of the District's infrastructure, need to be considered to assess the overall health of the District.

The Statement of Activities presents information showing how the District's net position changed during the most recent year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows – the accrual method rather than modified accrual is used in the fund level statements.

The Statement of Net Position and the Statement of Activities present the District's financials using one class of activity:

1. *Governmental Activities* – The District's activities related to emergency services are reported here. Interest payments on the District's debt are also reported here. Property tax, sales tax, and charges for services finance most of these activities.

The government-wide financial statements can be found after the MD&A.

FUND FINANCIAL STATEMENTS

Funds may be considered as operating companies of the parent corporation, which is the District. They are usually segregated for specific activities or objectives. The District uses fund accounting to ensure and demonstrate compliance with finance-related legal reporting requirements. The single category of the District's fund is governmental.

Governmental Funds

Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on *near-term inflows and outflows of spendable resources*, as well as on *balances of spendable resources* available at the end of the year. Such information may be useful in evaluating the District's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for *governmental funds* with similar information presented for *governmental activities* in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between *governmental funds and governmental activities.*

The District maintains one governmental fund. Information is presented separately in the governmental fund balance sheet and in the governmental fund statement of revenues, expenditures, and changes in fund balance for the general fund.

The District adopts an annual budget for its general fund. A budgetary comparison schedule has been provided for the general fund to demonstrate compliance with this budget.

Notes to Financial Statements

The notes to the financial statements provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes are the last section of the basic financial statements.

Other Information

In addition to basic financial statements, MD&A, and accompanying notes, this report also presents certain Required Supplementary Information (RSI). The RSI includes a budgetary comparison schedule for the general fund, and schedule of changes in net pension liability and related ratios and schedule of contributions for the Texas County and District Retirement System. RSI can be found after the notes to the basic financial statements.

GOVERNMENT-WIDE FINANCIAL ANALYSIS

As noted earlier, net position may serve over time as a useful indicator of the District's financial position. For the District, assets and deferred outflows exceed liabilities and deferred inflows by $5,453,484 as of fiscal year-end.

A portion of the District's net position, $2,245,285 or 41 percent, reflects its investments in capital assets (e.g., land, building, vehicles, and equipment), less any debt used to acquire those assets that is still outstanding. The District uses these capital assets to provide services to citizens; consequently, these assets are not available for future spending. Although the District's investment in its capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the assets themselves cannot be used to liquidate these liabilities. Restricted net position is to make debt service payments during the next fiscal year.

Statement of Net Position:

The following table reflects the condensed Statement of Net Position:

	Governmental Activities	
	2020	2019
Current and other assets	$ 3,478,269	$ 7,584,907
Capital assets, net	7,793,840	2,846,075
Total Assets	11,272,109	10,430,982
Deferred outflows - pensions	395,220	94,445
Long-term liabilities	5,498,471	5,548,555
Other liabilities	349,871	444,447
Total Liabilities	5,848,342	5,993,002
Deferred inflows pensions	365,503	28,972
Net Position:		
Net investment in capital assets	2,245,285	1,382,894
Restricted	556,119	643,054
Unrestricted	2,652,080	2,477,505
	$ 5,453,484	$ 4,503,453

The balance of unrestricted net position. $ 2,652,080 may be used to meet the District's ongoing obligations to citizens and creditors. The District's net position increased during the year by $950,031.

Statement of Activities

The following table provides a summary of the Districts changes in net position:

	Governmental Activities	
	2020	2019
Revenues		
Property taxes	$ 3,827,445	$ 3,180,250
General sales tax	1,268,993	749,896
Grants	245,991	-
Charges for inspections	21,552	7,647
Plan reviews	64,961	64,796
Interest income	15,987	7,034
Other income	540,975	109,405
Total Revenues	5,985,904	4,119,028
Expenses for services		
Operating		
Fleet maintenance	25,142	22,298
Fire prevention	37,348	49,333
Emergency medical services	7,519	6,075
Professional fees	39,420	70,170
Office expenses	43,878	7,104
Insurance	104,879	72,208
Appraisal district / tax collector fees	22,219	22,298
Bunker gear	43,384	24,310
Communications	40,815	56,589
Fire fighting equipment & expenses	73,052	41,313
Building expenses	57,626	20,054
Travel and training	91,356	56,022
Utilities	48,605	20,398
Personnel	3,429,899	2,584,026
Depreciation expense	327,898	185,181
Miscellaneous expense	414,405	14,636
Debt Service		
Interest and fiscal charges	228,428	225,610
Total Expenses	5,035,873	3,477,625
Change in Net Position	950,031	641,403
Beginning net position	4,503,453	3,862,050
Ending Net Position	$ 5,453,484	$ 4,503,453

For the year, revenues from governmental activities totaled $5,985,904 During the year, the District reported an increase in property and sales tax revenues. Property taxes increased primarily due to an increase in property valuations and growth in the area.

FINANCIAL ANALYSIS OF THE DISTRICT'S FUND

As noted earlier, fund accounting is used to demonstrate and ensure compliance with finance-related legal requirements.

Governmental Fund – The focus of the District's governmental fund is to provide information on near-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing the District's financing requirements. In particular, unassigned fund balance may serve as a useful measure of the district's net resources available for spending at the end of the year. The ending fund balance for the general fund as of year-end was $2,863,721.

The general fund reported an increase in fund balance of $1,416,558 due to an increase in revenues.

GENERAL FUND BUDGETARY HIGHLIGHTS

Actual general fund revenue was higher than original and final budgeted revenues by $1,100,042 primarily due to the District experiencing phenomenal growth resulting in huge increase in property tax and sales tax revenues. General fund expenditures were under the final budget by 316,516 mainly due to expenses being less than the budgeted amount.

CAPITAL ASSETS

At the end of fiscal year 2019, the District's governmental activities fund had invested $7,793,840 in a variety of capital assets and infrastructure, net of accumulated depreciation. This represents a net increase of $4,947,765 due to added Fire Stations to the District's capital assets.

More detailed information about the District's capital assets is presented in note 5 to the financial statements.

LONG-TERM DEBT

At the end of the current year, the District had outstanding capital lease and bond obligations in the amount of 5,548,555.

More detailed information about the District's long-term liabilities is presented in note 6 to the financial statements.

ECONOMIC FACTORS

The District is located in Williamson County, Texas. The District remains financially viable allowing the District to continue providing quality services to its residents.

CONTACTING THE DISTRICT'S FINANCIAL MANAGEMENT

This financial report is designed to provide a general overview of the District's finances. Questions concerning this report or requests for additional financial information should be directed to the District's Chief. Anthony Lincoln at (512) 515-5165.

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BASIC FINANCIAL STATEMENTS

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WILLIAMSON COUNTY
EMERGENCY SERVICES DISTRICT No.4
STATEMENT OF NET POSITION AND
GOVERNMENTAL FUND BALANCE SHEET
September 30, 2020

	General	Adjustments	Statement of Net Position
Assets			
Cash and cash equivalents	$ 2,771,333	$ -	$ 2,771,333
Receivables:			
Property taxes	51,977	-	51,977
Sales taxes	98,840	-	98,840
Customer service accounts	-	-	-
Prepaid expenses	-		-
Net pension asset	-	-	-
Restricted Cash	-	556,119	556,119
Capital assets (net of accumulated			-
depreciation):			-
Nondepreciable	-	387,834	387,834
Depreciable	-	7,406,006	7,406,006
Total Assets	$ 2,922,150	$ 8,349,959	$ 11,272,109
Deferred Outflows of Resources			
Deferred outflows - pensions	-	395,220	395,220
Liabilities			
Accounts payable and accrued			
liabilities	$ 6,452	$ -	$ 6,452
Wages payable	-	-	$ -
Accrued interest	-	-	$ -
Long-term liabilities:			
Net Pension Liability		293,335	293,335
Due within one year	-	343,419	$ 343,419
Due in more than one year	-	5,205,136	$ 5,205,136
Total Liabilities	6,452	5,841,890	5,848,342
Deferred Inflows of Resources			
Deferred Inflows of Resources Pensions		365,503	365,503
Unavailable revenue - property taxes	51,977	(51,977)	-
Total Deferred Inflows of Resources	51,977	313,526	365,503
Fund Balance / Net Position			
Fund Balance:			
Unassigned	2,863,721	(2,863,721)	-
Total Fund Balance	2,863,721	(2,863,721)	-
'otal Liabilities, Deferred Inflows of Resources, and Fund Balance	$ 2,922,150		
Net Position:			
Net investment in capital assets		2,245,285	2,245,285
Restricted		556,119	556,119
Unrestricted		2,652,080	2,652,080
Total Net Position		$ 5,453,484	$ 5,453,484

See Notes to Financial Statements

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WILLIAMSON COUNTY
EMERGENCY SERVICES DISTRICT No.4
STATEMENT OF ACTIVITIES AND GOVERNMENTAL FUND
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE
For the Year Ended September 30, 2020

	General	Adjustments	Statement of Activities
Revenues			
Property taxes	$ 3,827,445	$ -	$ 3,827,445
General sales tax	1,268,993	-	1,268,993
Grants	245,991	-	245,991
Charges for inspections	21,552	-	21,552
Plan reviews	64,961	-	64,961
Interest income	15,987	-	15,987
Other income	540,975	-	540,975
Total Revenues	5,985,904	-	5,985,904
Expenditures/Expenses			
Operating			
Fleet maintenance	25,142	-	25,142
Fire prevention	37,348		37,348
Emergency medical services	7,519		7,519
Professional fees	39,420	-	39,420
Office expenses	43,878		43,878
Insurance	104,879		104,879
Appraisal district / tax collector fees	22,219		22,219
Bunker gear	43,384		43,384
Communications	40,815		40,815
Fire fighting equipment	73,052	-	73,052
Building expenses	57,626		57,626
Travel and training	91,356		91,356
Utilities	48,605		48,605
Personnel	3,429,899	-	3,429,899
Depreciation expense	-	327,898	327,898
Miscellaneous expense	414,405	-	414,405
Capital Outlay	5,275,663	(5,275,663)	-
Debt Service			
Restricted cash for construction	(5,828,918)	5,828,918	
Principal	414,626	(414,626)	-
Interest and fiscal charges	228,428	-	228,428
Total Expenditures / Expenses	4,569,346	466,527	5,035,873
Change in Fund Balance / Net Position	1,416,558	(466,527)	950,031
Beginning fund balance / net position	1,447,163	3,056,290	4,503,453
Ending Fund Balance / Net Position	$ 2,863,721	$ 2,589,763	$ 5,453,484

See Notes to Financial Statements.

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WILLIAMSON COUNTY
EMERGENCY SERVICES DISTRICT No.4
NOTES TO FINANCIAL STATEMENTS
For the Year Ended September 30, 2020

NOTE 1 – CREATION OF DISTRICT

Williamson County Emergency Services District No.4 (the "District") was created by Article III, Section 48-e of the Constitution of Texas as proposed by Senate Joint Resolution, No. 27 Acts of the 70th Legislature, Regular Session 1987, and adopted by the voters at an election held in May 2000, to protect life and property from fire and to conserve natural and human resources.

The District is empowered, among other things, to purchase, construct, operate, and maintain all works, improvements, facilities, and equipment necessary to service the citizens of its jurisdiction in all matters related to emergency and nonemergency services.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The accompanying financial statements and accounting policies of the District are prepared in conformity with generally accepted accounting principles for local governmental units as prescribed by the Governmental Accounting Standards Board (GASB), which is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. The District's significant accounting policies are described below.

A. Reporting Entity

GASB Statement No. 61, *The Financial Reporting Entity: Omnibus – An Amendment of GASB Statement No. 14 and No. 34,* modifies certain requirements for inclusion of component units in the financial reporting entity. For organizations that previously were required to be included as component units by meeting the fiscal dependency criterion, a financial benefit or burden relationship also would need to be present between the primary government and that organization for it to be included in the reporting entity as a component unit. GASB Statement No. 61 has been applied as required in the preparation of these basic financial statements. There are no component units that are legally separate for which the District is considered financially accountable.

The District is governed by a Board of Directors (the "Board") consisting of five individuals who are residents or owners of property within the District and are appointed by the Williamson County's Commissioner from Precinct 2. As required by generally accepted accounting principles, these basic financial statements present the activities of the District, which is considered to be the primary government, as well as the reporting entity. There are no other organizations that meet the criteria for inclusion herein as part of the financial reporting entity.

B. Government-Wide Financial Statements

The government-wide financial statements (i.e., the Statement of Net Position and the Statement of Activities) report information on all activities of the primary government. Governmental activities are normally supported by taxes and intergovernmental revenues.

C. Basis of Presentation – Government-Wide Financial Statements

While separate government-wide and fund financial statements are presented, they are interrelated. The governmental activities column incorporates data from the governmental fund. Separate financial statements are provided for the governmental fund.

D. Basis of Presentation – Fund Financial Statements

The fund financial statements provide information about the District's fund. Separate statements for each fund category, governmental, are presented. The emphasis of fund financial statements is on major governmental funds, each displayed in a separate column.

The District reports the following governmental fund:

The *general fund* is used to account for the operations of the District's emergency response services and all other financial transactions not properly includable in other funds. The principal sources of revenue are related to property tax and sales tax collections. Expenditures include all costs associated with the daily operations of the District. The general fund is always considered a major fund for reporting purposes.

E. Measurement Focus and Basis of Accounting

The accounting and financial reporting treatment is determined by the applicable measurement focus and basis of accounting. Measurement focus indicates the type of resources being measured such as *current financial resources* or *economic resources.* The basis of accounting indicates the timing of transactions or events for recognition in the financial statements.

The government-wide financial statements are reported using the *economic resources measurement focus* and the *accrual basis of accounting.* Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

The governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting.* Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the District considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences and claims and judgments, are recorded only when payment is due. General capital asset acquisitions are reported as expenditures in governmental funds. Issuance of long-term debt and acquisitions under capital leases are reported as other financing sources.

Property taxes, sales taxes, and interest associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. Entitlements are recorded as revenues when all eligibility requirements are met, including any time requirements, and the amount is received during the period or within the availability period for this revenue source (within 60 days of year end). Expenditure-driven grants are recognized as revenue when the qualifying expenditures have been incurred and all other eligibility requirements have been met, and the amount is received during the period or within the availability period for this revenue source (within 60 days of year end). All other revenue items are considered to be measurable and available only when cash is received by the District.

F. Assets, Liabilities, Deferred Outflows/Inflows of Resources, and Net Position/Fund Balance

1. Cash and Cash Equivalents

The District's cash and cash equivalents are considered to be cash on hand, demand deposits, and short-term investments with original maturities of three months or less from the date of acquisition.

2. Investments

Temporary investments consist of certificates of deposit and time deposits and are stated at cost.

3. Capital Assets

Capital assets, which include property, plant, and equipment, are reported in the applicable governmental activities column in the government-wide financial statements. Capital assets are defined by the District as assets with an initial individual cost of more than $5,000 and an estimated useful life in excess of two years. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at acquisition value at the date of donation. Major outlays for capital assets and improvements are capitalized as projects are constructed.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets' lives are not capitalized.

Property, plant, and equipment of the primary government are depreciated using the straight-line method over the following estimated useful years:

Asset Description	Estimated Useful Life
Building and structures	15-35 years
Vehicles	15 years
Furniture and fixtures	7 years
Other equipment	5-10 years

4. Deferred Outflows / Inflows of Resources

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, *deferred outflows of resources,* represents a consumption of net position that applies to a future period(s) and so will *not* be recognized as an outflow of resources (expense/expenditure) until then. The District has three items that qualify for reporting in this category. A deferred charge on refunding results from the difference in the carrying value of refunded debt and its reacquisition price. This amount is deferred and amortized over the shorter of the life of the refunded or refunding debt. Deferred charges have been recognized as a result of differences between the actuarial expectations and the actual economic experience and for the changes in actuarial assumptions related to the District's defined benefit pension plan. These amounts are deferred and amortized over the average of the expected service lives of pension plan members. A deferred charge has

been recognized for employer pension plan contributions that were made subsequent to the measurement date through the end of the District's fiscal year. This amount is deferred and recognized as a reduction to the net pension liability during the measurement period in which the contributions were made.

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, *deferred inflows of resources,* represents an acquisition of net position that applies to a future period(s) and so will *not* be recognized as an inflow of resources (revenue) until that time. The District has only one type of item, which arises only under a modified accrual basis of accounting, that qualifies for reporting in this category. Accordingly, the item, *unavailable revenue*, is reported only in the governmental fund balance sheet. The governmental fund reports unavailable revenues from property taxes. This amount is deferred and recognized as an inflow of resources in the period that the amount becomes available.

5. Compensated Employee Absences

The District's policies regarding vacation time permit employees to accumulate earned but unused vacation leave. As of the year end, the liability for accrued vacation reflects that time earned by the employees in the current year. Administrative employees may roll over 40 hours of vacation accrual and Operations employees may roll over 60 hours of vacation accrual.

6. Long-Term Obligations

In the government-wide financial statements, long-term debt and other long-term obligations are reported as liabilities in the applicable governmental activities Statement of Net Position. Bond premiums and discounts are deferred and amortized over the life of the bonds using the straight-line method, if material. Bonds payable are reported net of the applicable bond premium or discount.

In the fund financial statements, governmental fund types recognize bond premiums and discounts, as well as bond issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

Assets acquired under the terms of a capital lease are recorded as liabilities and capitalized in the government-wide financial statements at the present value of net minimum lease payments at inception of the lease. In the year of acquisition, capital lease transactions are recorded as other financing sources and as capital outlay expenditures in the applicable fund. Lease payments representing both principal and interest are recorded as expenditures in the general fund upon payment with an appropriate reduction of principal recorded in the government-wide financial statements.

7. Net Position Flow Assumption

Sometimes the District will fund outlays for a particular purpose from both restricted (e.g., restricted bond or grant proceeds) and unrestricted resources. In order to calculate the amounts to report as restricted net position and unrestricted net position in the government-wide financial statements, a flow assumption must be made about the order in which the resources are considered to be applied. It is the District's policy to consider restricted net position to have been depleted before unrestricted net position is applied.

8. Fund Balance Flow Assumptions

Sometimes the District will fund outlays for a particular purpose from both restricted and unrestricted resources (the total of committed, assigned, and unassigned fund balance). In order to calculate the amounts to report as restricted, committed, assigned, and unassigned fund balance in the governmental fund financial statements, a flow assumption must be made about the order in which the resources are considered to be applied. It is the District's policy to consider restricted fund balance to have been depleted before using any of the components of unrestricted fund balance. Further, when the components of unrestricted fund balance can be used for the same purpose, committed fund balance is depleted first, followed by assigned fund balance. Unassigned fund balance is applied last.

9. Fund Balance Policies

Fund balances of governmental funds are reported in various categories based on the nature of any limitations requiring the use of resources for specific purposes. The District itself can establish limitations on the use of resources through either a commitment (committed fund balance) or an assignment (assigned fund balance).

Amounts that cannot be spent because they are either not in spendable form or legally or contractually required to be maintained intact are classified as nonspendable fund balance. Amounts that are externally imposed by creditors, grantors, contributors, or laws or regulations of other governments or imposed by law through constitutional provisions are classified as restricted.

The committed fund balance classification includes amounts that can be used only for the specific purposes determined by a formal action of the District's highest level of decision-making authority. The Board is the highest level of decision-making authority for the District that can, by adoption of an ordinance prior to the end of the fiscal year, commit fund balance. Once adopted, the limitation imposed by the ordinance remains in place until a similar action is taken (the adoption of another ordinance) to remove or revise the limitation.

Amounts in the assigned fund balance classification are intended to be used by the District for specific purposes but do not meet the criteria to be classified as committed. The Board may also assign fund balance as it does when appropriating fund balance to cover a gap between estimated revenue and appropriations in the subsequent year's appropriated budget. Unlike commitments, assignments generally only exist temporarily. In other words, an additional action does not normally have to be taken for the removal of an assignment. Conversely, as discussed above, an additional action is essential to either remove or revise a commitment.

10. Estimates

The preparation of financial statements, in conformity with generally accepted accounting principles, requires management to make estimates and assumptions that affect the reported amounts of assets, liabilities, and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenditures/expenses during the reporting period. Actual results could differ from those estimates.

11. Pensions

For the purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the Texas County and District Retirement System (TCDRS) and additions to/deductions from TCDRS's fiduciary net position have been determined on same basis as they are reported by TCDRS. For this purpose, plan contributions are recognized in the period that compensation is reported for the employee, which is when contributions are legally due. Benefit payments and refunds are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

G. Revenues and Expenditures / Expenses

1. Program Revenues

Amounts reported as *program revenues* include 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment and 2) grants and contributions (including special assessments) that are restricted to meeting the operational or capital requirements of a particular function or segment. All taxes, including those dedicated for specific purposes and other internally dedicated resources are reported as general revenues rather that as program revenues.

2. Property Taxes

Property taxes are levied during October of each year and are due upon receipt of the District's tax bill. Taxes become delinquent, with an enforceable lien on property, on February 1 of the following year.

NOTE 3 – STEWARDSHIP, COMPLIANCE, AND ACCOUNTABILITY

Annual budgets are adopted on a basis consistent with generally accepted accounting principles. The original budget is adopted by the District's Council prior to the beginning of the year. The legal level of control in the approved budget, as defined by the charter, is at the department level for the general operating fund. All annual appropriations lapse at the end of the year.

NOTE 4 – CASH AND TEMPORARY INVESTMENTS

As of September 30, 2020, the District had the following investments:

Investment Type	Value	Weighted Average Maturity (Years)
money market	$ 2,046,908	0.11

Applicable state laws and regulations allow the District to invest its funds in direct or indirect obligations of the United States, the State, or any county, district, school district, or other political subdivision of the State. Funds may also be placed in certificates of deposit of state or national banks or savings and loan associations (depository institutions) domiciled within the State. Related state statutes and provisions included in the District's bond

resolutions require that all funds invested in depository institutions be guaranteed by federal depository insurance and/or be secured in the manner provided by law for the security of public funds.

Custodial credit risk – deposits. In the case of deposits, this is the risk that in the event of a bank failure, the District's deposits may not be returned to it. The District requires funds on deposit at the depository bank to be collateralized by securities. As of September 30, 2019, the District had $305,824 in excess pledged collateral.

NOTE 5 – PROPERTY TAXES

Property taxes, that are levied for debt payments are based on rates adopted for the year of the levy. For the current year, the District levied property taxes of $0.0961 per $100 of assessed valuation. The resulting tax levy was $3,753,508 for the 2020 tax year.

Property taxes receivable at year end consisted of the following levy balances:

Tax Year	Amounts
2019	30,107
2018	6,844
2017	4,376
2016	2,205
2015	1,526
2014	1,555
2013	1,110
2012	1,049
2011	945
2010	792
2009	329
2008 and prior	1,139
	$ 51,977

NOTE 6 – CAPITAL ASSETS

A summary of changes in capital assets for the year ended is as follows:

	Beginning Balance*	Increases	(Decreases)	Ending Balance
Governmental Activities:				
Capital assets not being depreciated:				
Land	$ 387,834	$ -	$ -	$ 387,834
Construction in progress	-	-	-	-
Total Capital Assets not Being Depreciated	387,834	-	-	387,834
Other capital assets				
Vehicles	2,191,091	203,706	-	2,394,797
Furniture and fixtures	22,866	22,973	-	45,839
Equipment	820,035	30,098	-	850,133
Building and structures	1,237,297	5,018,886	-	6,256,183
Total Capital Assets	4,271,289	5,275,663	-	9,546,952
Less accumulated depreciation for:				
Vehicles	(1,155,397)	(64,347)	-	(1,219,744)
Furniture and fixtures	(23,787)	(6,165)	-	(29,952)
Equipment	(382,243)	(84,865)	-	(467,108)
Building and structures	(251,621)	(172,521)	-	(424,142)
Total Accumulated Depreciation	(1,813,048)	(327,898)	-	(2,140,946)
Other capital assets, net	2,458,241	4,947,765	-	7,406,006
Governmental Activities Capital Assets, Net	$ 2,846,075	$ 4,947,765	$ -	$ 7,793,840
			Less debt associated with capital assets	(754,666)
			Net investment in capital assets	7,039,174

NOTE 7 – LONG-TERM DEBT

Long-term debt consists of capital lease obligations, net pension liability, and compensated absences payable. Payments of principal and interest on the leases are to be provided from tax levies on properties within the District. The following is a summary of changes in long-term liabilities for the year ended September 30, 2020:

	Beginning Balance	Additions	Reductions	Ending Balance	Amounts Due Within One Year
Capital lease obligations	$ 986,761	$ -	$ (232,095)	$ 754,666	$ 153,720
Government Cap Corp loan	4,957,308	-	(182,531)	4,774,777	189,699
Other liabilities:					
Compensated absences	19,112	-	-	19,112	-
Total Governmental Activities	$ 5,963,181	$ -	$ (414,626)	$ 5,548,555	$ 343,419
Long-term debt due in more than one year					$ 5,205,136
***Debt associated with capital assets**					$ 754,666

Capital lease obligations as of year end are comprised of the following lease agreements:

Description	Interest Rates	Balance
Capital Leases		
Government Capital Corporation	4.475%	754,666
Total Governmental Activities Long-Term Debt		$ 754,666

As of year-end, the debt service requirements on leases outstanding are as follows:

Year Ending Sept 30	Governmental Activities Government Cap Corp Loan Principal	Interest
2021	158,241	182,311
2022	165,124	175,427
2023	172,307	168,244
2024	179,803	160,749
2025	187,624	152,927
2026-2028	613,277	408,377
2029-2033	1,213,389	489,368
2034-2038	1,501,283	201,476
	$ 4,191,048	$ 1,938,879

NOTE 7 LONG TERM DEBT

Year Ending Sept 30	Governmental Activities Capital Lease Equip Chassis Principal	Interest
2021	41,859	3,948
2022	43,135	2,671
2023	44,450	1,355
	$ 129,445	$ 7,975

Year Ending Sept 30	Governmental Activities GCCC Land Purchase Principal	Interest
2021	31,458	4,977
2022	32,040	4,395
2023	32,632	3,803
2024	33,236	3,199
2025	33,851	2,585
2025-2029	105,895	3,961
	$ 269,113	$ 22,921

Year Ending Sept 30	Governmental Activities Capital Lease 2013 Pumper Principal	Interest
2021	39,721	3,784
2022	40,944	2,561
2023	42,205	1,300
	$ 122,871	$ 7,646

Year Ending Sept 30	Governmental Activities Capital Lease 2018 Pumper Principal	Interest
2021	45,566	12,446
2022	47,166	10,847
2023	48,821	9,191
2024	50,535	7,477
2025	52,309	5,704
2025-2028	110,190	5,835
	$ 354,587	$ 51,500

NOTE 7 – LONG-TERM DEBT

Year Ending Sept 30	Governmental Activities Capital Lease Command 1 Principal	Interest
2021	10,349	620
2022	10,654	314
2023	-	-
	$ 21,004	$ 935

Year Ending Sept 30	Governmental Activities Capital Lease Patrol Principal	Interest
2021	16,225	4,614
2022	16,815	4,023
2023	17,428	3,411
2024	18,062	2,777
2025	18,719	2,119
2026-2028	39,508	2,170
	$ 126,757	$ 19,114

NOTE 8 - RISK MANAGEMENT

The District is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; and natural disasters for which the District carries commercial insurance. The District has not significantly reduced insurance coverage or had settlements that exceeded coverage amounts for the past three fiscal years.

Various governmental entities within the District have the right to annex property within the District, which could result in a future reduction of the total value of property within the District and a reduction in the total tax revenue to be collected. For the year ending September 30, 2020, the District has not been made aware of any annexation.

NOTE 9 – PENSION PLAN

Texas County and District Retirement System

Plan Description

The Texas County and District Retirement System (TCDRS) is a statewide, agent multiple-employer, public employee retirement system. TCDRS serves 700 actively participating counties and districts throughout Texas. Each employer maintains its own customized plan of benefits. Plan provisions are adopted by the Board of each employer, within the options available in the TCDRS Act. Because of that, the District has the flexibility and local control to select benefits and pay for those benefits based on its needs and budgets.

Each employer has a defined benefit plan that functions similarly to a cash balance plan. The assets of the plans are pooled for investment purposes, but each employer's plan assets may be used only for the payment of benefits to the members of that employer's plan. In accordance with Texas law, it is intended that the pension plan be construed and administered in a manner that the retirement system will be considered a tax-qualified plan under Section 401(a) of the Internal Revenue Code. TCDRS issues a publicly available Comprehensive Annual Financial Report that can be obtained at www.tcdrs.org.

All eligible employees (except temporary staff) of the District must be enrolled in TCDRS.

Benefits Provided

TCDRS provides retirement, disability, and death benefits. The benefits provisions are adopted by the Board within the options available in Texas state statutes governing TCDRS. Members can retire at age 60 and above with five or more years of service, with 20 years of service regardless of age, or when the sum of their age and years of service equals 75 or more. Members are vested after five years of service, but must leave their accumulated contributions in TCDRS to receive any District-financed benefit. Members who withdraw their personal contributions in a lump sum are not entitled to any amounts contributed by the district.

Benefit amounts are determined by the sum of the employee's contribution to TCDRS, with interest, and District-financed monetary credits. The level of these monetary credits is adopted by the Board within the actuarial constraints imposed by the TCDRS Act so that the resulting benefits can be expected to be adequately financed by the District's commitment to contribute. At retirement, death, or disability, the benefit is calculated by converting the sum of the employee's accumulated contributions and the District-financed monetary credits to a monthly annuity using annuity purchase rates prescribed by the TCDRS Act.

The Board adopted the rate of seven percent as the contributed rate payable by the employee members for calendar year 2018. The Board may change the employee contribution rate and the District contribution rate within the options available in the TCDRS Act.

Employees Covered by Benefit Terms

At the December 31, 2020 valuation and measurement date, the following employees were covered by the benefit terms:

Inactive employees or beneficiaries currently receiving benefits		8
Inactive employees entitled to, but not yet receiving, benefits		-
Active employees		41
	Total	**49**

Contributions

A combination of three elements funds each employer's plan: employee deposits, employer contributions, and investment income.

- The deposit rate for employees is four percent, five percent, six percent, or seven percent of compensation, as adopted by the employer's governing body.
- Participating employers are required, by law, to contribute at actuarially determined rates, which are determined annually by the actuary, using the Entry Age Normal (EAN) actuarial cost method.
- Investment income funds a large part of the benefits employees earn.

Employers have the option of paying more than the required contribution rate each year. Extra contributions can help employers "prefund" benefit increases, such as a cost-of-living adjustment to retirees, and they can be used to help offset or mitigate future increases in the required rate due to negative plan experience. There are two approaches for making extra contributions:

(a) paying an elected contribution rate higher than the required rate and

(b) making an extra lump-sum contribution to the employer account.

Net Pension Liability (Asset)

Employees for the District were required to contribute seven percent of their annual gross earnings during the fiscal year. The contribution rates for the District were 8.92 percent in calendar year 2018 and 2019. The District's contributions to TCDRS for the fiscal year ended September 30, 2020 were $223,092 and were equal to the required contributions.

The District's Net Pension Liability Asset (NPL(A)) was measured as of December 31, 2020 and the Total Pension Liability (TPL) used to calculate the NPL was determined by an actuarial valuation as of that date.

Actuarial Assumptions

The actuarial assumptions that determined the TPL as of December 31, 2020 were based on the results of an actuarial experience study for the period January 1, 2009 through December 31, 2012, except where required to be different by GASB 68.

Key assumptions used in the December 31, 2020 actuarial valuation are as follows:

Valuation Timing	Actuarially determined contribution rates are calculated as of December 31, two years prior to the end of the fiscal year in which the contributions are reported.
Actuarial Cost Method	Entry age normal
Amortization Method	Level of percentage of payroll, closed
Smoothing Period	5 years
Recognition Method	Non-asymptotic
Corridor	None
Inflation	2.75%
Salary Increases	Varies by age and service. 4.9% average over career, including inflation.
Investment Rate of Return	8.00%
Cost-of-Living Adjustments	Cost-of-living adjustments for the District are not considered to be substantively automatic under GASB 68. Therefore, an assumption for future cost-of-living adjustments is included in the GASB calculations. No assumption for future cost-of-living adjustments is included in the funding valuation.

The long-term expected rate of return of TCDRS assets is determined by adding expected inflation to expected long-term real returns, and reflecting expected volatility and correlation.

The target allocation and best estimate of geometric real rate of return for each major asset class are summarized in the following table:

Asset Class	Benchmark	Target Allocation	Geometric Real Rate of Return (Expected minus Inflation)
US Equities	Dow Jones U.S. Total Stock Market Index	10.50%	5.40%
Private Equity	Cambridge Associates Global Private Equity & Venture Capital Index	18.00%	8.40%
Global Equities	MSCI World (net) Index	2.50%	5.70%
International Equities - Developed	MSCI World EX USA (net)	10.00%	5.40%
International Equities - Emerging	MSCI World EX USA (net)	7.00%	5.90%
Investment-Grade Bonds	Bloomberg Barclays U.S. Aggregate Bond Inde	3.00%	1.60%
Strategic Credit	FTSE High-Yield Cash Pay Capped Index	12.00%	4.39%
Direct Lending	S&P/LSTA Leveraged Loan Index	11.00%	7.95%
Distressed Debt	Cambridge Associated Distressed Securities	2.00%	7.20%
REIT Equities	67% FTSE NARREIT Equity REITs Index +33% FRSE EPRA/NAREIT Global Real Estate Index	2.00%	4.15%
Master Limited Partnerships (MLP)	Alerian MLP Index	3.00%	5.35%
Private Real Estate Partnerships	Cambridge Associates Real Estate Index	6.00%	6.30%
Hedge Funds	Hedge Fund Research Inc. (HFRI) Fund of Funds Composite Index	13.00%	3.90%

Discount Rate

The discount rate used to measure the TPL was 8.1 percent. The projection of cash flows used to determine the discount rate assumed that employee and employer contributions will be made at the rates specified in statute. Based on that assumption, TCDRS' fiduciary net position was projected to be available to make all projected future benefit payments of current active and inactive employees. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the TPL.

Changes in the NP(A)

	Increase (Decrease)		
	Total Pension Liability (A)	Plan Fiduciary Net Position (B)	Net Pension Liability (A) - (B)
Changes for the year:			
Service cost	339,888	-	339,888
Interest	99,097	-	99,097
Change in benefit terms	169,069	-	169,069
Difference between expected and actual experience	52,874	-	52,874
Efect of assumption changes or inputs	161,629	-	161,629
Contributions - employer	-	223,092	(223,092)
Contributions - employee	-	185,564	(185,564)
Net investment income	-	93,731	(93,731)
Benefit payments, including refunds of employee contributions	-	-	-
Administrative expense	-	(1,034)	1,034
Other changes	-	12,182	(12,182)
Net changes	822,557	513,535	309,022
Balance at December 31, 2019	883,534	899,221	(15,687)
Balance at December 31, 2020	$ 1,706,091	$ 1,412,756	$ 293,335

Sensitivity of the NP(A) to Changes in the Discount Rate

The following presents the NP(A) of the District, calculated using the discount rate of 7.6 percent, as well as what the District's NP(A) would be if it were calculated using a discount rate that is one percentage point lower (6.6%) or one percentage point higher (8.6%) than the current rate.

	1% Decrease in Discount Rate (6.6%)	Discount Rate (7.6%)	1% Increase in Discount Rate (8.6%)
District's Net Pension Liability (Asset)	$ 699,501	$ 293,335	$ (24,469)

Pension Plan Fiduciary Net Position

Detailed information about TCDRS' fiduciary net position is available in a separately-issued TCDRS financial report. That report may be obtained on the Internet at www.tcdrs.org.

Pension Expense and Deferred Outflows/Inflows of Resources Related to Pensions

For the fiscal year ended September 30, 2020, the District recognized pension expense of $352,254.

At September 30, 2020, the District reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual economic experience	$ -	$ 153,840
Changes in actuarial assumptions	1,413	146,935
Differences between projected and actual investments earnings	6,148	-
Contributions subsequent to the measurement date		-
Total	$ 7,561	$ 300,775

$ 82,569 reported as deferred outflows of resources related to pensions resulting from contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability for the fiscal year ending September 30, 2019. Other amounts reported as deferred outflows and inflows of resources related to pensions will be recognized in pension expense as follows:

Fiscal Year Ended September 30	
2021	30,249
2022	29,596
2023	23,677
2024	28,766
2025	29,609
Thereafter	151,317
Total	$ 293,214

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REQUIRED SUPPLEMENTARY INFORMATION

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WILLIAMSON COUNTY
EMERGENCY SERVICES DISTRICT No.4
BUDGETARY COMPARISON SCHEDULE
GENERAL FUND
For the Year Ended September 30, 2020

	Original Budgeted Amounts	Final Budgeted Amounts	Actual	Variance Positive (Negative)
Revenues				
Property taxes	$ 3,732,098	$ 3,732,098	$ 3,827,445	$ 95,347
General sales tax	675,000	675,000	1,268,993	593,993
Reserves	417,776	417,776	245,991	(171,785)
Charges for inspections	18,500	18,500	21,552	3,052
Fire Response	37,188	37,188	64,961	27,773
Interest income	3,000	3,000	15,987	12,987
Other income	2,300	2,300	540,975	538,675
Total Revenues	4,885,862	4,885,862	5,985,904	1,100,042
Expenditures				
Operating				
Fleet maintenance	26,500	26,500	25,142	1,358
Fire prevention	20,150	20,150	37,348	(17,198)
Emergency medical services	9,700	9,700	7,519	2,181
Professional fees	114,500	114,500	39,420	75,080
Office expenses	4,450	4,450	43,878	(39,428)
Insurance	114,300	114,300	104,879	9,421
Appraisal district / tax collector fees	-	-	22,219	(22,219)
Bunker gear	46,875	46,875	43,384	3,491
Communications	29,790	29,790	40,815	(11,025)
Fire fighting equipment	83,890	83,890	73,052	10,838
Building expenses	35,500	35,500	57,626	(22,126)
Travel and training	61,328	61,328	91,356	(30,028)
Utilities	59,000	59,000	48,605	10,395
Personnel	3,479,061	3,479,061	3,429,899	49,162
Miscellaneous expense	6,000	6,000	414,405	(408,405)
Capital Outlay	134,436	134,436	5,275,663	(5,141,227)
Debt Service				
Restricted cash from construction			(5,828,918)	(5,828,918)
Principal	660,382	660,382	414,626	245,756
Interest and fiscal charges	-	-	228,428	(228,428)
Total Expenditures	4,885,862	4,885,862	4,569,346	316,516
Change in Fund Balance	$ -	-	1,416,558	$ 1,416,558
Beginning fund balance		1,447,163	1,447,163	
Ending Fund Balance		$ 1,447,163	$ 2,863,721	

Notes to Required Supplementary Information

1. Annual budgets are adopted on a basis consistent with generally accepted accounting principles (GAAP).

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WILLIAMSON COUNTY
EMERGENCY SERVICES DISTRICT No.4

SCHEDULE OF CHANGES IN NET PENSION LIABILITY AND RELATED RATIOS
TEXAS COUNTY AND DISTRICT RETIREMENT SYSTEM
September 30, 2020

	Measurement Year*
Total Pension Liability	
Service costs	339,888
Interest (on the total pension liability)	99,097
Changes in benefit terms	169,069
Difference between expected and actual experience	52,874
Changes in assumptions	161,629
Benefit payments, including refunds of employee contributions	-
Net change in Total Pension Liability	822,557
Beginning total pension liability	883,534
Ending Total Pension Liability	$ 1,706,091
Plan Fiduciary Net Position	
Contributions - employer	223,092
Contributions - employee	185,564
Net investment income	93,731
Benefit payments, including refunds of employee contributions	-
	-
Administrative expense	(1,034)
Other	12,182
Net Change in Plan Fiduciary Net Position	513,535
Beginning plan fiduciary net position	899,221
Ending Plan Fiduciary Net Position	$ 1,412,756
Net Pension Liability	$ 293,335
Plan Fiduciary Net Position as a Percentage of Total Pension Liability	82.81%
Covered Employee Payroll	$ 2,650,918
Net Pension Liability as a Percentage of Covered Employee Payroll	11.07%

*Only one year of information is currently available. The District will build this schedule over the next nine-year period.

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WILLIAMSON COUNTY
EMERGENCY SERVICES DISTRICT No.4
SCHEDULE OF CONTRIBUTIONS
TEXAS COUNTY AND DISTRICT RETIREMENT SYSTEM
September 30, 2020

	Fiscal Year* 2020
Actuarially determined contribution	$ 185,564
Contributions in relation to the actuarially determined contribution	185,564
Contribution deficiency (excess)	$ -
Covered employee payroll	$ 2,650,918
Contributions as a percentage of covered employee payroll	7.0%

*Only one year of information is currently available. The District will build this schedule over the next nine-year period.

Notes to Schedule:

There were not benefit changes during the year.

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The Accounting Firm of Donald L. Allman, CPA, PC

CERTIFIED PUBLIC ACCOUNTANT

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

To the Board of Directors
Williamson County ESD No. 4

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of the Williamson County ESD No. 4, Texas, as of and for the year ended September 30, 2020, and the related notes to the financial statements, which collectively comprise the Williamson County ESD No. 4, Texas' basic financial statements, and have issued our report thereon dated July 12, 2021

Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Williamson County ESD No. 4, Texas' internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Williamson County ESD No. 4, Texas' internal control. Accordingly, we do not express an opinion on the effectiveness of the Williamson County ESD No. 4, Texas' internal control. A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that' is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or. significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Williamson County ESD No. 4, Texas' financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Donald L. Allman, CPA, PC
Georgetown, TX
July 12, 2021

Williamson County
Emergency Services District #5
Financial Statements
September 30, 2020

Williamson County Emergency Services District #5
For the Year Ending September 30, 2020

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MEDACK & OLTMANN, LLP
CERTIFIED PUBLIC ACCOUNTANTS

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American Institute of Certified Public Accountants
Texas Society of Certified Public Accountants

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
Williamson County Emergency Services District No. 5

We have audited the accompanying financial statements of the governmental activities, and each major fund, of Williamson County Emergency Services District No. 5, as of and for the year ended September 30, 2020, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment including the assessment of the risks of material misstatements of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, and each major fund, of Williamson County Emergency Services District No. 5, as of September 30, 2020, and the respective changes in financial position thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

PO Box 2153, 711 Old Austin Highway • Bastrop, Texas 78602 • ph 512.321.3951 fax 512.321.5014
PO Box 237, 321 N Main St • Giddings, Texas 78942 • ph 979.542.3713 fax 979.542.0061

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, budgetary comparison information, schedule of changes in net pension liability and related ratios, and schedule of employer contributions on pages 3 through 7 and pages 28 through 31 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Medack & Oltmann, LLP

Medack & Oltmann, LLP
Giddings, TX
February 5, 2021

This is the discussion and analysis of the Williamson County Emergency Services District No. 5 (the District) for fiscal year ending September 30, 2020. We encourage readers to consider it in conjunction with the additional information presented in the accompanying basic financial statement and the notes to the financial statements.

Financial Highlights

- The net position of the District increased by $ 91,561 as a result of the current year's operations.
- As of year-end, the District's governmental fund reported an ending fund balance of $1,133,948, a decrease of $ 128,400.

Using This Annual Report

This annual report consists of a series of financial statements. GASB Statement No. 34 provides that for governments engaged in a single governmental program, the fund financial statements and the government-wide statements may be combined. The District presents the governmental funds in the first two columns and a total in the third column. The next column is an adjustments column, reconciling the amounts reported in the governmental funds to show how each would change when reported on the full-accrual basis of accounting. The last column of these combination statements shows the amounts that normally would appear in the government-wide statements. For governmental activities, this last column tells how these services were financed in the short term as well as what remains for future spending. Fund financial statements report the District's operations in more detail than the government-wide statements by providing information about the District's most significant funds.

Reporting the District as a Whole

The Statement of Net Position and the Statement of Activities present information about the District as a whole. These statements (as reported in the last column of each of the statements) include all of the District's assets and liabilities, utilizing the accrual basis of accounting which is similar to the accounting used by most private sector companies. All of the current year's revenues and expenses are taken into account regardless of when cash is received or paid.

These two columns report the District's net position and changes in them. The difference between assets and liabilities, net position, are one way to measure the District's financial health. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the District is improving or deteriorating. However, other non-financial factors such as changes in the District's property tax base must also be considered in an assessment of the overall financial health of the District.

The statement of activities presents information showing how the District's net position changed during the most recent twelve-month period. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will result in cash flows in future fiscal periods.

Reporting the District's Funds

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The District, like other state and local governments, uses

fund accounting to ensure and demonstrate compliance with finance-related legal requirements. The District may establish other funds to help in control and manage money for particular purposes or to show that it is meeting its legal responsibilities for using certain taxes, grants, and other money. These funds are reported using an accounting method called the Modified Accrual accounting which measures cash and all other financial assets that can be readily converted to cash.

Governmental Funds. Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Because the focus of governmental funds is narrower that that of the government-wide financial statements, it is useful to compare that information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements.

The ESD maintains only one governmental fund – the General Fund. Information is presented in the Balance Sheets and in the Revenues, Expenditures, and Changes in Fund Balances.

Notes to the Financial Statements. The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

The District as a Whole

Governmental activities increased the Department's net position by $ 91,561. Our analysis below focuses on the net position (Table 1) and the changes in net position (Table 2) of the Department's governmental activities:

Table 1
Governmental Activities
Net Position

	09/30/2020	09/30/2019
Assets:		
Current Assets	$ 1,240,141	$ 1,307,731
Capital Assets	2,152,140	1,798,859
Total Assets	$ 3,392,281	$ 3,106,590
Deferred Outflows of Resources	$ 59,961	$ 44,372
Liabilities		
Current Liabilities	$ 677,946	$ 280,618
Long Term Liabilities	1,475,543	1,668,237
Total Liabilities	$ 2,153,489	$ 1,948,855
Deferred Inflows of Resources	$ 11,655	$ 6,570
Net Position:		
Net Investment in Capital Assets	$ 404,170	$ 50,889
Unrestricted	882,928	1,144,648
Restricted	$ -	$ -
Total Net Position	$ 1,287,098	$ 1,195,537

Table 2
Changes in Net Position

	09/30/2020	09/30/2019
Revenues:		
Operating Grants and Contributions	$ 400	$ 27,358
Property Taxes	901,463	762,301
Sales Taxes	763,887	753,595
Interlocal Agreement	20,191	20,003
Fire Recovery	11,267	13,553
Interest Income	9,766	9,379
Plan Review & Inspections	4,576	13,653
Total Revenues	**$ 1,711,550**	**$ 1,599,842**
Expenses:		
General Government	$ 1,619,989	$ 1,255,631
Total Expenses	**$ 1,619,989**	**$ 1,255,631**
Gain from Sale of Assets	$ -	$ 16,772
Change in Net Position:		
Increase (decrease) in Net Position	$ 91,561	$ 360,983
Net Position – Beginning	1,195,537	834,554
Net Position – Ending	**$ 1,287,098**	**$ 1,195,537**

Financial Analysis of the Government's Funds

As noted earlier, the Department uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. For the year ending September 30, 2020, the District's total fund balance was $ 1,133,948 which reflects a decrease of $ 128,400.

Of all Department funds, 53.1% come from Ad Valorem taxes and 45.4% come from Sales Tax. The remaining revenues come from sources such as grants and contributions.

Budgetary Highlights

The Department's annual budget includes estimated revenues and expenditures. The annual budget is a line-item document that allows the Board of Commissioners a high degree of control over Department expenditures. Estimates of taxable value for the forthcoming year are provided by the Williamson County Tax Appraiser's Office. That estimate, combined with an estimate of historical tax collection rates for the Department is used with the proposed tax rate to estimate Ad Valorem Revenue. The District Commissioners amended the budget during the year ended September 30, 2020. Changes are reflected in the final/amended columns of the budget to actual report found on page 28.

Capital Asset and Debt Administration

Capital Assets:

At the end of the fiscal year September 30, 2020, capital assets are as follows:

Table 3
Capital Assets at Year-end

	09/30/2020	09/30/2019
Land	$ 453,990	$ 77,989
Construction-in-Progress	17,105	-0-
Vehicles	959,734	896,579
Machinery & Equipment	283,012	254,680
Building	1,439,106	1,439,106
Total capital assets	$ 3,152,947	$ 2,668,354

Depreciation expense charged to the general fund was $ 131,312.

More detailed information about the District's Capital Assets is presented in Note 3 of the financial statements.

Debt:

As of September 30, 2020, and 2019, the District was obligated on the following debt:

	09/30/2020	09/30/2019
Notes Payable	$ 1,987,505	$ 1,802,389
Capital Lease Obligation	38,762	45,579
Pension Liability	3,562	37,509
Compensated Absences	23,215	17,750
Total	$ 2,053,044	$ 1,865,718

The District incurred interest expense of $ 62,429 for the year ending September 30, 2020, and $ 62,622 for the year ending September 30, 2019. More detailed information about the District's notes payable is presented in the *Notes to Basic Financial Statements.*

Currently Known Facts, Decisions, or Conditions

The districts tax revenues continue to increase as the district experiences the rapid increase in residential and commercial properties. These revenues are supplemented by the addition of funds derived from the allocation of a 2% sales tax in areas within our district that lie outside of the limits of the City of Jarrell. The district began receiving revenues from the sales tax in April of 2017 and received and average monthly accrual of $ 65,041 for the fiscal year beginning October 1, 2019 and ending September 30, 2020.

The number of requests for services continues to climb along with the population growth.

The district has developed a policy for the allocation of part of the sales tax funds received each month. These allocations are directed toward the monthly building payment as well as annual payments on purchases such as an additional fire engine, radios, a new squad vehicle which replaced our 18-year-old squad truck and a new fire marshal/command vehicle. There are also funds allocated monthly for the purpose of repaying the City of Jarrell for a $ 150,000 loan given to assist with the addition of fire fighter staffing in 2016. To date, $ 100,000 of this loan has been paid back to the City of Jarrell, leaving $ 50,000 owed to them which will be paid in September of 2021. The WCESD 5 board of commissioners approved

a procedure of placing these funds allocated each month into the money market account. These funds will be transferred back to the operations account when the notes for which they are allocated become due for payment each year.

In addition to these allocations, the district transfers $7500 per month from sales tax allocations to the money market account for future needs of the department such as a second station which is scheduled to begin construction in the spring or summer of 2021. Anticipated cost of the second station is 1.2 million dollars.

The district also plans to add a quint apparatus to serve out of the second station and meet the needs of fire rescue in upcoming multi-story structures planned for the district. The anticipated cost of this apparatus with all associated tools is 1.4 million dollars. The purchase of the quint apparatus should occur in the 2021/2022 fiscal year.

The board has been able to set aside emergency reserve funds to support three months of operating expenses as well as have funds set aside for future needs, such as adding another fire station or funding additional fire apparatus. These funds are maintained in a Certificate of Deposit (CD) account.

The remaining sales tax funds will be directed at providing improved pay and benefits for employees and adding 9 additional employees over the next 3 years.

The district expects continued growth by the addition of residential and commercial structures.

The district hopes to add three more employees within the 2020/2021 fiscal year and an additional 6 employees in the 2021/2022 budget.

Contacting the District's Financial Management

This financial report is designed to provide a general overview of the District's finances for all those with an interest in the government's finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to:

Williamson County Emergency Services District #5
P.O. Box 88
Jarrell, Texas 76537

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 5
GOVERNMENTAL FUND BALANCE SHEET AND
STATEMENT OF NET POSITION
SEPTEMBER 30, 2020

	General Fund	Adjustments (Note 10)	Statement of Net Position
ASSETS			
Cash	$ 1,097,971	$ -	$ 1,097,971
Taxes Receivable - Property Taxes	17,443	-	17,443
Taxes Receivable - Sales Taxes	120,415	-	120,415
Receivables-Other	978	-	978
Prepaid Expenses	3,334	-	3,334
Capital Assets (net of accumulated depreciation)	-	2,152,140	2,152,140
TOTAL ASSETS	$ 1,240,141	$ 2,152,140	$ 3,392,281
DEFERRED OUTFLOWS OF RESOURCES			
Deferred Pension Amounts		$ 59,961	$ 59,961
TOTAL DEFERRED OUTFLOWS OF RESOURCES		$ 59,961	$ 59,961
LIABILITIES			
Accounts Payable	$ 48,943	$ -	$ 48,943
Accrued Interest Payable	-	11,695	11,695
Accrued Payroll	39,807	-	39,807
Long Term Liabilities - Due within one year	-	577,501	577,501
Long Term Liabilities - Due after one year	-	1,475,543	1,475,543
TOTAL LIABILITIES	$ 88,750	$ 2,064,739	$ 2,153,489
DEFERRED INFLOWS OF RESOURCES			
Property Taxes	$ 17,443	$ (17,443)	$ -
Deferred Pension Amounts	-	11,655	11,655
TOTAL DEFERRED INFLOWS OF RESOURCES	$ 17,443	$ (5,788)	$ 11,655
FUND BALANCES/NET POSITION			
Fund balances:			
Non-Spendable	3,334	(3,334)	-
Spendable	-	-	-
Unassigned	1,130,614	(1,130,614)	-
Total fund balances	1,133,948	(1,133,948)	-
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES	$ 1,240,141	$ -	
Net Position:			
Net Investment in Capital Assets		404,170	404,170
Unrestricted		882,928	882,928
Restricted		-	-
Total Net Position		$ 1,287,098	$ 1,287,098

See Accompanying Notes to the Financial Statements

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 5
GOVERNMENTAL FUND REVENUES, EXPENDITURES, AND
CHANGES IN FUND BALANCES AND STATEMENT OF ACTIVITIES
FOR THE YEAR ENDING SEPTEMBER 30, 2020

	General Fund	Adjustments (Note 10)	Statement of Activities
EXPENDITURES/EXPENSES			
Personnel Expense	$ 1,132,819	$ (38,986)	$ 1,093,833
Fleet Expense	44,714	-	44,714
Repairs & Maintenance	42,116	-	42,116
Emergency Equipment/Supplies	32,926	-	32,926
Professional Fees	22,506	-	22,506
Office Expenses/Postage	6,460	-	6,460
Information Technology	47,723	-	47,723
Insurance	47,618	-	47,618
Appraisal District & Tax Collector Fees	6,794	-	6,794
Utilities	15,961	-	15,961
Communications	24,183	-	24,183
Miscellaneous	830	-	830
Personal Protective Equipment	16,706	-	16,706
Professional Development	11,965	-	11,965
Uniforms	11,913	-	11,913
Capital Outlay	484,593	(484,593)	-
Depreciation	-	131,312	131,312
Debt Service:			
Principal	196,701	(196,701)	-
Interest	61,852	577	62,429
Total Expenditures/Expenses	$ 2,208,380	$ (588,391)	$ 1,619,989
PROGRAM REVENUES			
Interlocal Agreements	$ 20,191	$ -	$ 20,191
Grants/Contributions	400	-	400
Total Program Revenues	$ 20,591	$ -	$ 20,591
Net Program Expense			1,599,398
GENERAL REVENUES			
Ad valorem taxes	$ 894,893	$ 6,570	$ 901,463
Sales taxes	763,887	-	763,887
Fire Recovery	11,267	-	11,267
Interest Income	9,766	-	9,766
Plan Review & Inspections	4,576	-	4,576
Total General Revenues	$ 1,684,389	$ 6,570	$ 1,690,959
Excess (Deficiency) of Revenues Over Expenditures	$ (503,400)	$ 503,400	$ -
OTHER FINANCING SOURCES/(USES):			
Financing Proceeds	375,000	(375,000)	-
Total Other Financing Sources/(Uses):	375,000	(375,000)	-
Excess (Deficiency) of Revenues and Other Sources Over Expenditures	$ (128,400)	$ 128,400	
Change in Net Position		$ 91,561	$ 91,561
Fund Balance/Net Position Beginning of the year	1,262,348	(66,811)	1,195,537
End of the year	$ 1,133,948	$ 153,150	$ 1,287,098

See Accompanying Notes to the Financial Statements

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The District complies with generally accepted accounting principles (GAAP). GAAP includes all relevant Governmental Accounting Standards Board (GASB) pronouncements. In the government-wide financial statements, Financial Accounting Standards Board (FASB) pronouncements and Accounting Principles Board (APB) opinions issued on or before November 30, 1989, have been applied unless those pronouncements conflict with GASB pronouncements, in which case, GASB prevails. The District currently reports under the financial reporting requirements of GASB Statement No. 34. The accounting and reporting framework and the more significant accounting policies are discussed in subsequent subsections of this note.

FINANCIAL REPORTING ENTITY

Williamson County Emergency Services District #5 (hereafter referred to as the District) was formed in November 2001. With few exceptions, all powers of the District are vested in a board of commissioners (the Board), which adopts budgets and determines policies. The District receives its revenues from the Williamson County Tax Office, which collects property taxes from the county's property-owners.

In evaluating how to define the government, for financial reporting purposes, management has considered all potential component units. The decision to include a potential component unit in the reporting entity was made by applying the criteria set forth in GAAP. The basic - but not the only - criterion for including a potential component unit with the reporting entity is the governing body's ability to exercise oversight responsibility. The most significant manifestation of this ability is financial interdependency. Other manifestations of the ability to exercise oversight responsibility include, but are not limited to, the selection of governing authority, the designation of management, the ability to significantly influence operations, and accountability for fiscal matters. A second criterion used in evaluating potential component units is the scope of public service. Application of this criterion involves considering whether the activity benefits the government and/or its citizens, or whether the activity is conducted within the geographic boundaries of the government and is generally available to its citizens. A third criterion used to evaluate potential component units for inclusion or exclusion from the reporting entity is the existence of special financing relationships, regardless of whether the government is able to exercise oversight responsibilities. Based upon the application of these criteria, no potential component units appear to exist.

BASIS OF PRESENTATION

Government-Wide Financial Statements

The Statement of Net Position and the Statement of Activities display information about the reporting entity. Governmental activities generally are financed through taxes, intergovernmental and non-exchange revenues. The District currently does not have any business-type activities.

Fund Financial Statements

Fund financial statements of the reporting entity are organized into funds, each of which is considered to be a separate accounting entity. Each fund is accounted for by providing a separate set of self-balancing accounts that constitute its assets, liabilities, fund equity, revenues, and expenditures/expenses. Funds are organized into three major categories: governmental, proprietary, and fiduciary. An emphasis is placed on major funds within the governmental and proprietary categories. A fund is considered major if it is the primary operating fund of the District or meets the following criteria:

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – continued

A. Total assets, liabilities, revenues, or expenditures/expenses of that individual governmental fund or enterprise fund are at least 10% of the corresponding total for all funds of that category or type; and

B. Total assets, liabilities, revenues, or expenditures/expenses of the individual governmental fund or enterprise fund are at least 5% of the corresponding total for all governmental and enterprise funds combines.

The funds of the financial reporting entity are described below:

Governmental Funds

General Fund – The General Fund is the general operating fund of the District. It is used to account for all financial resources except those required to be accounted for in other funds.

MEASUREMENT FOCUS AND BASIS OF ACCOUNTING

Measurement focus is a term used to describe "which" transactions are recorded within the various financial statements. Basis of accounting refers to "when" transactions are recorded regardless of the measurement focus applied.

Measurement Focus

On the government-wide Statement of Net Position and the Statement of Activities, the governmental activities are presented using the economic resources measurement focus as defined in item A below.

In the fund financial statements, the "current financial resources" measurement focus is used as appropriate. All government funds utilize a "current financial resources" measurement focus. Only current financial assets and liabilities are generally included on their balance sheets. Their operating statements present sources and uses of available financial resources during a given period. These funds use fund balance as their measure of available financial resources at the end of the period.

Basis of Accounting

In the government-wide Statement of Net Position and Statement of Activities, the governmental activities are presented using the accrual basis of accounting. Under the accrual basis of accounting, revenues are recognized when earned and expenses are recorded when the liability is incurred, or economic asset used. Revenues, expenses, gains, losses, assets, and liabilities resulting from exchange and exchange-like transactions are recognized when the exchange takes place.

In the fund financial statements, governmental funds are presented on the modified accrual basis of accounting. Under this modified accrual basis of accounting, revenues are recognized when "measurable and available." Measurable means knowing or being able to reasonably estimate the amount. Available means collectible within the current period or within sixty days after year-end. Expenditures, including capital outlay, are recorded when the related fund liability is incurred, except for general obligation bond principal and interest which are reported when due.

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – continued

CASH

Cash deposits and investments are reported at the carrying amount, which reasonably estimates fair value.

RECEIVABLES

In the government-wide statements, receivables consist of all revenues earned at year-end and not yet received. Allowances for uncollectible accounts receivable are based upon historical trends and the periodic aging of accounts receivable. Property taxes are the District's only major receivable.

CAPITAL ASSETS

All capital assets are valued at historical cost, or estimated historical cost if actual is unavailable, except for donated capital assets, which are recorded at their estimated fair value at the date of donation.

Depreciation of all exhaustible capital assets is recorded as n allocated expense in the Statement of Activities, with accumulated depreciation reflected in the Statement of Net Position. Depreciation expense is allocated over the assets' estimated useful lives using the straight-line method of depreciation.

The District currently maintains a policy of capitalizing all items that meet or exceed $ 5,000, individually. All items that meet this policy are capitalized. Those items that do not meet the capitalization requirements are expenses accordingly.

The range of estimated useful lives by type of assets is as follows:

Buildings	40 years
Fire Trucks	10 years
Vehicles	10 years
Equipment	5 years

The District does not own any infrastructure assets.

Fund Financial Statements

In the fund financial statements, capital assets used in governmental fund operations are accounted for as capital outlay expenditures of the governmental fund upon acquisition.

LONG-TERM DEBT

The accounting treatment of long-term debt depends on whether the assets are used in governmental fund operations and whether they are reported in the government-wide or fund financial statements.

All long-term debt to be repaid from governmental resources is reported as liabilities in the government-wide statements. The long-term debt consists of capital leases and notes payable.

Long-term debt for governmental funds is not reported as liabilities in the fund financial statements. The debt proceeds are reported as other financing sources and payment of principal and interest reported as expenditures.

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – continued

SOURCE OF FUNDS

Ad valorem taxes, penalties, and interest are reported as revenue in the fiscal year in which they become available to finance expenditures of the District. Property taxes accounted for approximately 52.6% of the District's revenue for the year ended September 30, 2020.

EQUITY CLASSIFICATIONS

Government-Wide Statements

Equity is classified as net position and displayed in three components.

A. Net Investment in capital assets – Consists of capital assets including restricted capital assets, net of accumulated depreciation and reduced by the outstanding balances of any bonds, mortgages, notes or other borrowings that are attributable to the acquisition, construction or improvements.

B. Restricted net position – Consists of net position with constraints placed on the use either by (1) external groups such as creditors, grantors, contributors or laws or regulations of other governments; or (2) law through constitutional provisions or enabling legislation.

C. Unrestricted net position – All other net position that do not meet the definition of "restricted" or "Net Investment in capital assets."

The District currently does not carry any restricted position.

Fund Statements

Governmental fund equity is classified as fund balance. Fund balance is further classified as non-spendable or spendable with spendable being further classified into restricted, committed, assigned or unassigned.

COMPENSATED ABSENCES

Compensated absences represent the estimate liability for employees' accrued vacation for which employees are entitled to be paid upon termination. The retirement of this liability is paid from the General Fund.

REVENUE

Property Taxes

Property taxes are collected by the Williamson County Tax Assessor Collector and are forwarded to the District through bank transfer. The tax rate held by the District was $0.10/$100 for 2019. Property tax revenues are considered available when they become due or past due and are considered receivable within the current period, including those property taxes expected to be collected during a sixty-day period after the close of the District's fiscal year.

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – continued

USE OF ESTIMATES

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Actual results could differ from these estimates.

RISK MANAGEMENT

The District is exposed to various risks of losses related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters. The District purchases its insurance from regular commercial companies. As of September 30, 2020, no claims or losses have been incurred that were not covered by insurance. There is no liability due to any claim or suit having ever been filed.

PENSIONS

For purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the Pension Plan and additions to/deductions from the Pension Plan's fiduciary net position have been determined on the same basis as they are reported by Texas County & District Retirement System (TCDRS). For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

DEFERRED OUTFLOWS AND INFLOWS OF RESOURCES

The District adopted GASB Statement No. 63, *Financial Reporting of Deferred Outflows of Resources, Deferred Inflows of Resources, and Net Position,* which provides guidance for reporting the financial statement elements of deferred outflows of resources, which represent the consumption of the District's net position that is applicable to a future reporting period, and deferred inflows of resources, which represent the District' acquisition of net position applicable to a future reporting period.

The District adopted GASB Statement No. 65, *Items Previously Reported as Assets and Liabilities,* which establishes accounting and financial reporting standards that reclassify, as deferred outflows of resources or deferred inflows of resources, certain items that were previously reported as assets and liabilities and recognizes, as outflows of resources or inflows of resources, certain items that were previously reported as assets and liabilities.

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – continued

BUDGETS

The District follows these procedures in establishing the budget reflected in the financial statements:

1. Prior to the beginning of each fiscal year, the District prepares a budget. The operating budget includes proposed expenditures and the means of financing those expenditures and is prepared in accordance with the basis of accounting utilized by that fund.
2. Public meetings are conducted at which all interested persons' comments concerning the budget are heard. After such meetings, the Board of Commissioners formally adopts the budget through passage of a motion in a public meeting.

3. The District amends the budget throughout the year approving such additional expenses. The amended budget is used in presenting the Statement of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual.

4. All annual appropriations lapse at fiscal year-end.

RECENTLY ISSUED ACCOUNTING PRONOUNCEMENTS

In June 2017, the GASB issued GASB Statement No. 87, Leases, effective for fiscal years beginning after June 15, 2021. The objective of GASB Statement No. 87 is to improve accounting and financial reporting for leases by governments by requiring recognition of certain lease assets and liabilities that previously were classified as operating leases and recognized as inflows of resources or outflows of resources based on the payment provisions of the contract. GASB Statement No. 87 establishes a single model for lease accounting based on the foundational principle that leases are financings of the right to use an underlying asset. Under GASB Statement No. 87, a lessee is required to recognize a lease liability and an intangible right-to-use asset, and a lessor is required to recognize a lease receivable and deferred inflow of resources. Management is evaluating the effects that the full implementation of GASB Statement No. 87 will have on its financial statements for the year ended September 30, 2022.

NOTE 2: CASH

Deposits for the District are being held at Eagle Bank. As of year-end, the District's deposits exceed FDIC coverage by $ 848,526. However, securities were pledged to cover this excess (Category 2) with a market value of $ 1,960,605. As of September 30, 2020, the carrying amount of the District's deposits was $1,097,871 and the bank balance was $ 1,098,526.

The collateral pledged is represented by specific identifiable investment securities and classified as to credit risk by the three categories described below:

Category 1- Insured by FDIC or collateralized with securities held by the District or by its agent in the District's name.
Category 2- Uninsured but collateralized with securities held by the pledging institution's trust department or agent in the District's name.
Category 3- Uncollateralized.

NOTE 3: CAPITAL ASSETS

Capital asset activity for the year ended September 30, 2020, was as follows:

	Balance 10/1/2019	Additions/ Completions	Retirements/ Adjustments	Balance 9/30/2020
Non-Depreciable Assets				
Land	$ 77,989	$ 376,001	$ -	$ 453,990
Construction in Progress	-	17,105	-	17,105
Total Non-Depreciable Assets	77,989	393,106	-	471,095
Depreciable Assets				
Vehicles	896,579	63,155	-	959,734
Equipment	254,680	28,332	-	283,012
Building	1,439,106	-	-	1,439,106
Total Depreciable Assets	2,590,365	91,487	-	2,681,852
Total Assets	2,668,354	484,593	-	3,152,947
Accumulated Depreciation:				
Vehicles	411,237	63,909	-	475,146
Equipment	98,481	31,425	-	129,906
Building	359,777	35,978	-	395,755
Total Accumulated Depreciation	869,495	131,312	-	1,000,807
Total Capital Assets, Net	$1,798,859	$ 353,281	$ -	$2,152,140

In prior years, the District entered into capital leases for a truck, equipment, and radios (see Note 4). As of September 30, 2020, the gross amount of the asset was $ 71,773 and accumulated amortization was $68,840. Amortization expense is included in depreciation expense.

Depreciation expense charged to the government wide statements was $ 131,312.

NOTE 4: CAPITAL LEASE OBLIGATIONS

The District maintains the following capital leases:

Loan Amount:	$30,000
Maturity Date:	January 30, 2025
Interest Rate:	3.92% annum
Payment Terms:	Payments are due and payable in annual installments of $ 3,733 beginning January 30, 2016 and ending January 30, 2025. The lease is collateralized with a vehicle, equipment, and tax revenue. The total outstanding balance as of September 30, 2020, was $ 16,613.

NOTE 4: CAPITAL LEASE OBLIGATIONS – continued

Loan Amount:	$40,000
Maturity Date:	January 30, 2025
Interest Rate:	3.92% annum
Payment Terms:	Payments are due and payable in annual installments of $ 4,977 beginning January 30, 2016 and ending January 30, 2025. The lease is collateralized with equipment and tax revenue. The total outstanding balance as of September 30, 2020, was $ 22,151.

The future debt service for capital leases payable is as follows:

Year Ending September 30	Principal	Interest	Total
2021	$ 7,186	$ 1,523	$ 8,709
2022	7,468	1,242	8,710
2023	7,760	949	8,709
2024	8,065	645	8,710
2025	8,285	329	8,614
Total	$ 38,764	$ 4,688	$ 43,452

NOTE 5: DEBT

Transactions for the year ended September 30, 2020, are summarized as follows:

	Balance 10/1/2019	Additions	Reductions	Balance 9/30/2020	Due within one year
Governmental Activities:					
Notes Payable	$1,802,389	$ 375,000	$ 189,884	$1,987,505	$ 570,315
Capital Lease Obligations	45,579	-	6,817	38,762	7,186
Total Notes Payable & Capital Lease Obligations	$1,847,968	$ 375,000	$ 196,701	$2,026,267	$ 577,501
Pension Liability	37,509	-	33,947	3,562	-
Compensated Leave Payable	17,750	5,465	-	23,215	-
Total Governmental Activities	$1,903,227	$ 380,465	$ 230,648	$2,053,044	$ 577,501

The District has a loan with Eagle Bank, a note for the fire station at a fixed rate of 3.25% with monthly payments of $ 7,775, maturing September 30, 2033. The balance due as of September 30, 2020, is $985,400.

The District entered into a promissory note agreement with Government Capital Corporation on December 21, 2017 for $ 252,945 at 3.05%, maturing February 5, 2025. The note is secured by an interest in the District's ad valorem tax revenues. The balance due as of September 30, 2020, is $ 186,018.

The District entered into a promissory note agreement with Government Capital Corporation on December 21, 2017 for $ 92,791 at 3.261%, maturing February 5, 2025. The note is secured by an interest in the District's ad valorem tax revenues. The balance due as of September 30, 2020, is $ 68,370.

The District entered into a promissory note agreement with Government Capital Corporation on June 18, 2018 for $ 389,150 at 3.887%, maturing June 25, 2028. The note is secured by an interest in the District's ad valorem tax revenues. The balance due as of September 30, 2020, is $ 322,718.

The District entered into an agreement with the City of Jarrell to repay funds received in February 2016 of $150,000. The District will pay $50,000 annually with no interest. The balance due as of September 30, 2020, is $ 50,000.

The District entered into a promissory note agreement with Eagle Bank on May 12, 2020 for $ 375,000 at 3.25%, maturing May 12, 2021. The note is secured by an interest newly financed land. The balance due as of September 30, 2020, is $ 375,000.

The future principal payments for these notes are as follows:

Year Ending September 30	Principal	Interest	Total
2021	$ 570,315	$ 60,511	$ 630,826
2022	150,223	46,497	196,720
2023	155,300	41,421	196,721
2024	160,548	36,172	196,720
2025	165,975	30,745	196,720
2026-2030	524,279	85,322	609,601
2031-2035	260,865	12,538	273,403
Total	$ 1,987,505	$ 313,206	$ 2,300,711

NOTE 6: PROPERTY TAXES

The District property tax is levied each October 1 on the assessed value listed as of the previous January 1 for all real property located in the District. An enforceable lien is attached to the property as of January 1. The assessed value of the roll as of January 1, 2019, upon which the 2019 levy was based, was $ 891,103,425 as certified by the Williamson County Central Appraisal District.

Taxes are due by January 31 following the October 1 levy date. The total 2019 levy was $ 891,103 and the tax rate was $ 0.10 per $100 assessed valuation. Property taxes are considered fully collectible and therefore no allowance for uncollectible taxes is provided. The appraisal of property within the District is the responsibility of the Williamson County Central Appraisal District. The Appraisal District is required under the Property Tax Code to assess all property within the appraisal district on the basis of 10% of its appraisal value and is prohibited from applying any assessment ratios.

NOTE 7: RELATED PARTY TRANSACTIONS

During the course of the year, the District conducted related party transactions. The Commissioners of the District analyzed the transactions, and prior to initiating it was determined the transactions to be arm's length transactions. There are not any related party receivables or payables at year end.

NOTE 8: PENSION PLAN

Plan Description. Williamson County Emergency Services District #5 participates in the Texas County & District Retirement System (TCDRS), which is a statewide, agent multiple-employer, public employee retirement system.

a. A brief description of benefit terms:

1) All full- and part-time non-temporary employees participate in the plan, regardless of the number of hours they work in a year. Employees in a temporary position are not eligible for membership.

2) The plan provides retirement, disability and survivor benefits.

3) TCDRS is a savings-based plan. For the district's plan, 7% of each employee's pay is deposited into his or her TCDRS account. By law, employee accounts earn 7% interest on beginning of year balances annually. At retirement, the account is matched at an employer set percentage (current match is 100%) and is then converted to an annuity.

4) There are no automatic COLAs. Each year, the district may elect an ad hoc COLA for its retirees (if any). There are two COLA types, each limited by actual inflation.

5) Benefit terms are established under the TCDRS Act. They may be amended as of Jan. 1 each year but must remain in conformity with the Act.

b. The district's contribution rate is calculated annually on an actuarial basis, although the employer may elect to contribute at a higher rate. The Williamson County Emergency Services District #5 contribution rate is based on the TCDRS funding policy adopted by the TCDRS Board of Trustees and must conform with the TCDRS Act. The employee contribution rates are set by the district and are currently 7%. Contributions to the pension plan from the district for 2018 are shown in the Schedule of Employer Contributions.

c. The most recent comprehensive annual financial report for TCDRS can be found at the following link, www.tcdrs.org.

Employee membership data related to the Plan, as of the valuation date of December 31, 2019, was as follows:

Members	Dec. 31, 2018	Dec. 31, 2019
Number of inactive employees entitled to but not yet receiving benefits	7	9
Number of active employees	16	14
Average monthly salary:	$3,055	$4,058
Average age:	32.05	32.35
Average length of service in years:	3.75	5.49
Inactive Employees (or their Beneficiaries) Receiving Benefits		
Number of benefit recipients:	1	1
Average monthly benefit:	$79	$79

NOTE 8: PENSION PLAN – continued

Net Pension Liability

The District's net pension liability was measured as of December 31, 2019, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date.

Actuarial Assumptions. The total pension liability in the December 31, 2019, actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

Valuation Timing Actuarially determined contribution rates are calculated on a calendar year basis as of December 31, two years prior to the end of the fiscal year in which the contributions are reported.

Actuarial Cost Method Entry Age Normal

Amortization Method

Recognition of economic/demographic gains or losses
Straight-Line amortization over Expected Working Life

Recognition of assumptions changes or inputs
Straight-Line amortization over Expected Working Life

Asset Valuation Method

Smoothing period	5 years
Recognition method	Non-asymptotic
Corridor	None

Inflation 2.75%

Salary Increases The annual salary increase rates assumed for individual members vary by length of service and by entry-age group. The annual rates consist of a general wage inflation component of 3.25% (made up of 2.75% inflation and 0.5% productivity increase assumptions) and a merit, promotion and longevity component that on average approximates 1.6% per year for a career employee.

Investment Rate of Return 8.10%

Cost-of-Living Adjustments Cost-of-Living Adjustments for Williamson County Emergency Services District #5 are not considered to be substantively automatic under GASB 68. Therefore, no assumption for future cost-of-living adjustments is included in the GASB calculations. No assumption for future cost-of-living adjustments is included in the funding valuation.

Retirement Age Deferred members are assumed to retire (100% probability) at the later of: a) age 60 b) earliest retirement eligibility.
(For all eligible members ages 75 and later, retirement is assumed to occur immediately.)

Turnover New employees are assumed to replace any terminated members and have similar entry ages.

Mortality

Depositing members	90% of the RP-2014 Active Employee Mortality Table for males and 90% of the RP-2014 Active Employee Mortality Table for females, projected with 110% of the MP-2014 Ultimate scale after 2014.
Service retirees, beneficiaries and non-depositing members	130% of the RP-2014 Healthy Annuitant Mortality Table for males and 110% of the RP-2014 Healthy Annuitant Mortality Table for females, both projected with 110% of the MP-2014 Ultimate scale after 2014.
Disabled retirees	130% of the RP-2014 Healthy Annuitant Mortality Table for males and 110% of the RP-2014 Healthy Annuitant Mortality Table for females, both projected with 110% of the MP-2014 Ultimate scale after 2014.

NOTE 8: PENSION PLAN – continued

Long-Term Expected Rate of Return

The long-term expected rate of return on TCDRS assets is determined by adding expected inflation to expected long-term real returns and reflecting expected volatility and correlation. The capital market assumptions and information shown below are provided by TCDRS' investment consultant, Cliffwater LLC. The numbers shown are based on January 2019 information for a 10-year time horizon.

Note that the valuation assumption for long-term expected return is re-assessed at a minimum of every four years and is set based on a 30-year time horizon; the most recent analysis was performed in 2017. See Milliman's TCDRS Investigation of Experience report for the period January 1, 2013 – December 31, 2016 for more details.

Asset Class	Benchmark	Target Allocation[1]	Geometric Real Rate of Return [2]
US Equities	Dow Jones US Total Stock Market Index	14.50%	5.20%
Private Equity	Cambridge Associates Global Private Equity & Venture Capital Index [3]	20.00%	8.20%
Global Equities	MSCI World (net) Index	2.50%	5.50%
International Equities – Developed Markets	MSCI World Ex USA (net) Index	7.00%	5.20%
International Equities – Emerging Markets	MSCI Emerging Markets Standard (net) Index	7.00%	5.70%
Investment-Grade Bonds	Bloomberg Barclays U.S. Aggregate Bond Index	3.00%	-0.20%
Strategic Credit	FTSE High-Yield Cash-Pay Capped Index	12.00%	3.14%
Direct Lending	S&P/LSTA Leveraged Loan Index	11.00%	7.16%
Distressed Debt	Cambridge Associates Distressed Securities Index [4]	4.00%	6.90%
REIT Equities	67% FTSE NAREIT Equity REITs Index +33% Global REIT (net) Index	3.00%	4.50%
Master Limited Partnerships (MLPs)	Alerian MLP Index	2.00%	8.40%
Private Real Estate Partnerships	Cambridge Associates Real Estate Index[5]	6.00%	5.50%
Hedge Funds	Hedge Fund Research, Inc. (HFRI) Fund of Funds Composite Index	8.00%	2.30%

[1] Target asset allocation adopted at the June 2020 TCDRS Board meeting.
[2] Geometric real rates of return in addition to assumed inflation of 1.80%, per Cliffwater's 2020 capital market assumptions.
[3] Includes vintage years 2006-present of Quarter Pooled Horizon IRRs.
[4] Includes vintage years 2005-present of Quarter Pooled Horizon IRRs.
[5] Includes vintage years 2007-present of Quarter Pooled Horizon IRRs.

NOTE 8: PENSION PLAN – continued

Net Pension Liability / (Asset)

Net Pension Liability / (Asset)	December 31, 2018	December 31, 2019
Total pension liability	$147,636	$200,692
Fiduciary net position	110,127	197,130
Net pension liability / (asset)	37,509	3,562
Fiduciary net position as a % of total pension liability	74.59%	98.23%
Pensionable covered payroll[1]	$297,513	$680,979
Net pension liability as a % of covered payroll	7.54%	0.52%

The total pension liability was determined by an actuarial valuation as of the valuation date, calculated based on the discount rate and actuarial assumptions below.

Note: Rounding differences may exist above or in other tables in this report.
(1) Payroll is calculated based on contributions as reported to TCDRS.

Discount Rate		
Discount rate[2]	8.10%	8.10%
Long-term expected rate of return, net of investment expense[2]	8.10%	8.10%
Municipal bond rate[3]	Does not apply	Does not apply

(2) This rate reflects the long-term rate of return funding valuation assumption of 8.00%, plus 0.10%adjustment to be gross of administrative expenses as required by GASB 68.
(3) The plan's fiduciary net position is projected to be available to make all projected future benefit payments of current active, inactive, and retired members. Therefore, the discount rate for calculation the total pension liability is equal to the long-term expected rate of return, and the municipal bond rate does not apply.

NOTE 8: PENSION PLAN – continued

Changes in Net Pension Liability / (Asset)

Changes in Net Pension Liability/(Asset)	Total Pension Liability (a)	Fiduciary Net Position (b)	Net Pension Liability/(Asset) (a) – (b)
Balances as of December 31, 2018	$ 147,636	$ 110,127	$ 37,509
Changes for the year:			
Service cost	57,308		57,308
Interest on total pension liability[1]	16,009		16,009
Effect of plan changes[2]	0		0
Effect of economic/demographic gains or losses	(5,364)		(5,364)
Effect of assumptions changes or inputs	0		0
Refund of contributions	(13,948)	(13,948)	0
Benefit payments	(949)	(949)	0
Administrative expenses		(150)	150
Member contributions		47,669	(47,669)
Net investment income		18,017	(18,017)
Employer contributions		34,049	(34,049)
Other[3]	0	2,315	(2,315)
Balances as of December 31, 2019	$ 200,692	$ 197,130	$ 3,562

(1) Reflects the change in the liability due to the time value of money. TCDRS does not charge fees or interest.
(2) No plan changes valued.
(3) Relates to allocation of system-wide items.

Sensitivity Analysis
The following presents the net pension liability of the district, calculated using the discount rate of 8.10%, as well as what the ESD net pension liability would be if it were calculated using a discount rate that is 1 percentage point lower or 1 percentage point higher than the current rate.

	1% Decrease 7.10%	Current Discount Rate 8.10%	1% Increase 9.10%
Total Pension Liability	$ 243,882	$200,692	$166,338
Fiduciary Net Position	197,130	197,130	197,130
Net pension liability/(asset)	$46,752	$3,562	($30,792)

NOTE 8: PENSION PLAN – continued

As of September 30, 2020, the deferred inflows and outflows of resources are as follows:

Deferred Inflows/Outflows of Resources

	Deferred Inflows of Resources	Deferred Outflows of Resources
Differences between expected and actual experience	$ 10,390	$ 11,307
Changes of assumption	617	110
Net difference between projected and actual earnings	648	0
Contributions made subsequent to measurement date	N/A	48,544
Totals	$ 11,655	$ 59,961

The $ 48,544 reported as deferred outflows of resources related to pension resulting from District contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ended September 30, 2020. The remaining amounts currently reported as deferred outflows of resources related to pensions will be recognized in pension expenses as follows:

Year ended September 30:	
2021	$ 196
2022	2
2023	616
2024	(1,210)
2025	63
Thereafter[1]	95

[1] Total remaining balance to be recognized in future years, if any. Note that additional future deferred inflows and outflows of resources may impact these numbers.

Payable to the Pension Plan

At September 30, 2020, the District reported a payable of $ 14,066 for the outstanding amount of employer and employee contributions to the pension plan required for the year ended September 30, 2020.

NOTE 9: FUND BALANCE CLASSIFICATION

The District complies with GASB Statement No. 54, Fund Balance Reporting and Governmental Fund Type Definitions, which establishes fund balance classifications that comprise a hierarchy based primarily on the extent to which a government is bound to observe constraints imposed upon the use of the resources reported in governmental funds. Those fund balance classifications are described below.

Nonspendable - Amounts that cannot be spent because they are either not in a spendable form or are legally or contractually required to be maintained intact.

Restricted - Amounts that can be spent only for specific purposes because of constraints imposed by external providers or imposed by constitutional provisions or enabling legislation.

Committed - Amounts that can only be used for specific purposes pursuant to approval by formal action by the Board.

Assigned - For the General Fund, amounts that are appropriated by the Board or Board designee that are to be used for specific purposes. For all other governmental funds, any remaining positive amounts not previously classified as nonspendable, restricted, or committed.

Unassigned - Amounts that are available for any purpose; these amounts can be reported only in the District's General Fund.

Fund balance of the District may be committed for a specific purpose by formal action of the Board, the District's highest level of decision-making authority. Commitments may be established, modified, or rescinded only through a resolution approved by the Board. The Board has delegated the authority to assign fund balance for a specific purpose to the District's Chief or Assistant Chief.

In circumstances where an expenditure is to be made for a purpose for which amounts are available in multiple fund balance classifications, the order in which resources will be expended is as follows: restricted fund balance, committed fund balance, assigned fund balance, and lastly, unassigned fund balance.

As of September 30, 2020, the District has not adopted a minimum fund balance policy.

The detail of the fund balance is included in the Governmental Fund Balance Sheet on page 8.

NOTE 10: EXPLANATION OF DIFFERENCES BETWEEN GOVERNMENTAL FUND AND GOVERNMENT-WIDE STATEMENTS

Differences between the Governmental Fund Balance Sheet and the Statement of Net Position:

The differences (as reflected in the adjustments column) primarily result from the long-term economic resources focus of the statement of net position versus the current financial resources focus of the governmental fund balance sheet.

When capital assets (land, buildings, equipment) that are to be used in governmental activities are purchased or constructed, the costs of those assets are reported as expenditures in governmental funds. However, the statement of net position includes those capital assets among the assets of the District as a whole.

Cost of capital assets	$ 3,152,947
Accumulated Depreciation	(1,000,807)
	$ 2,152,140

The statement of net position includes as Deferred Outflows of Resources amounts that are permitted to be recognized as part of pension expense over a period of years in the governmental funds.

Deferred Outflows of Resources	$ 59,961

Interest on long-term debt is not accrued in governmental funds, but rather is recognized as an expenditure when due.

Accrued interest payable	$ 11,695

Long-term liabilities applicable to the district's governmental activities are not due and payable in the current period and accordingly are not reported as fund liabilities. All liabilities – both current and long-term—are reported in the statement of net position.

Due within one year	$ 557,501
Due after one year	1,475,543

Taxes receivable are offset by deferred revenues in the governmental funds and thus are not included in fund balance.

Deferred revenue	$ (17,443)

Certain liabilities are not due and payable in the current period and therefore are not reported in the funds.

Deferred Inflows of Resources	$ 11,655

Differences between the Governmental Fund Operating Statement and the Statement of Net Activities:

The differences (as reflected in the adjustments column) arise primarily from the long-term economic resources focus of the statement of activities versus the current financial resources focus of the governmental funds.

Some expenses reporting the statement of activities do not require the use of current financial resources and therefore are not reported as expenditures in governmental funds.

Adjustment for Compensated Leave	$ 5,465
Adjustment for Pension Liability	(33,947)
Change in Deferred Inflows/Outflows related to Pension	(10,504)
	$ (38,986)

NOTE 10: EXPLANATION OF DIFFERENCES BETWEEN GOVERNMENTAL FUND AND GOVERNMENT-WIDE STATEMENTS – continued

When capital assets that are to be used in governmental activities are purchased or constructed, the resources expended for those assets are reported as expenditures in governmental funds. However, in the statement of activities the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense.

Capital Outlay	$ (484,593)
Depreciation Expense	$ 131,312

Repayment of capital lease obligations is reported as an expenditure in governmental funds. For the district as a whole, however, the principal payments reduce the liabilities in the statement of net position and do not result in an expense in the statement of activities.

Payment of Principal	$ (196,701)

Interest expense in the statement of activities differs from the amount reported in governmental funds because additional accrued interest was calculated for capital lease obligations.

Change in Accrued interest	$ 577

Because some property taxes will not be collected for several months after the district's year end, they are not considered as "available" revenues in the governmental funds.

Adjustment for property taxes collected after year-end	$ 6,570

The issuance of long-term debt provides current financial resources to governmental funds; however, this has no effect on net position. This amount is the net effect of these differences in the treatment of long-term debt and related items.

Financing Proceeds	$ (375,000)

NOTE 11: DATE OF MANAGEMENT'S REVIEW

Management has evaluated all subsequent events for disclosure and/or recognition through the date of the Independent Auditor's Report, which is the date the financial statements were available to be issued. No events occurred that would impact the financial statements.

NOTE 12: POTENTIAL TAX REFUND

There was a deallocation of sales tax collections causing a potential refund in excess of $ 35,000 to a taxpayer. Once the final refund amount has been determined, a refund will be issued.

Required Supplementary Information

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 5
GOVERNMENTAL FUND REVENUES, EXPENDITURES, AND
BUDGET TO ACTUAL COMPARISON - GENERAL FUND
FOR THE YEAR ENDING SEPTEMBER 30, 2020

	Budget			
	Original	Final	Actual Amounts	Variance Favorable/ (Unfavorable)
REVENUES				
Ad valorem taxes	$ 870,000	$ 870,000	$ 894,893	24,893
Sales taxes	575,000	575,000	763,887	188,887
Fire Recovery	19,815	-	11,267	11,267
Interest Income	-	-	9,766	9,766
Plan Review & Inspections	-	-	4,576	4,576
Interlocal Agreements	20,000	20,000	20,191	191
Grants/Contributions	-	-	400	400
TOTAL REVENUES	$ 1,484,815	$ 1,465,000	$ 1,704,980	239,980
EXPENDITURES/EXPENSES				
Personnel Expense	$ 1,268,907	$ 1,268,907	$ 1,132,819	136,088
Supplies-Fleet	55,150	59,650	44,714	14,936
Supplies-Emergency Equipment	39,500	31,900	42,116	(10,216)
Maintenance	41,150	46,150	32,926	13,224
Professional Fees	29,000	29,000	22,506	6,494
Office Expense/Postage	3,564	3,639	6,460	(2,821)
Information Technology	61,595	61,595	47,723	13,872
Insurance	54,175	50,010	47,618	2,392
Appraisal District & Tax Collector Fees	9,000	9,000	6,794	2,206
Utilities	20,625	20,625	15,961	4,664
Communications	11,500	11,500	24,183	(12,683)
Miscellaneous	17,200	17,800	830	16,970
Personal Protective Equipment	26,400	26,400	16,706	9,694
Professional Development	28,500	27,500	11,965	15,535
Uniforms	14,750	14,675	11,913	2,762
Capital Outlay	68,550	125,320	484,593	(359,273)
Debt Service:				
Principal	192,042	193,688	196,701	(3,013)
Interest	63,392	61,746	61,852	(106)
TOTAL EXPENDITURES/EXPENSES	$ 2,005,000	$ 2,059,105	$ 2,208,380	(149,275)
Excess (Deficiency) of Revenues Over Expenditures	(520,185)	(594,105)	(503,400)	90,705
OTHER FINANCING SOURCES/(USES):				
Financing Proceeds	-	-	375,000	(375,000)
Total Other Financing Sources/(Uses):	-	-	375,000	(375,000)
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES and OTHER SOURCES/(USES)	(520,185)	(594,105)	(128,400)	(284,295)
Net Change in Fund Balance	$ (520,185)	$ (594,105)	$ (128,400)	
Beginning of the year			1,262,348	
End of the year			$ 1,133,948	

Williamson County Emergency Services District #5
Schedule of Changes in Net Pension Liability and Related Ratios

	Year Ended December 31									
	2019	2018	2017	2016	2015	2014	2013	2012	2011	2010
Total Pension Liability										
Service cost	57,308	19,185	17,677	12,952	16,088	18,202	N/A	N/A	N/A	N/A
Interest on total pension liability	16,009	7,364	5,488	2,778	2,131	723	N/A	N/A	N/A	N/A
Effect of plan changes	-	44,933	-	(215)	(1,239)	-	N/A	N/A	N/A	N/A
Effect of assumption changes or inputs	-	-	(785)	-	166	-	N/A	N/A	N/A	N/A
Effect of economic/demographic (gains) or losses	(5,364)	6,534	1,296	6,518	(8,041)	17	N/A	N/A	N/A	N/A
Benefit payments/refunds of contributions	(14,897)	(4,134)	-	-	-	-	N/A	N/A	N/A	N/A
Net change in total pension liability	53,056	73,882	23,676	22,033	9,105	18,943	N/A	N/A	N/A	N/A
Total pension liability, beginning	147,639	73,757	50,081	28,048	18,943	-	N/A	N/A	N/A	N/A
Total pension liability, ending (a)	200,695	147,639	73,757	50,081	28,048	18,943	N/A	N/A	N/A	N/A
Fiduciary Net Position										
Employer contributions	34,049	11,418	7,353	8,708	7,224	7,060	N/A	N/A	N/A	N/A
Member contributions	47,669	19,901	12,900	10,793	8,757	8,558	N/A	N/A	N/A	N/A
Investment income net of investment expenses	18,017	(1,251)	8,308	2,407	(178)	62	N/A	N/A	N/A	N/A
Benefit payments/refunds of contributions	(14,897)	(4,134)	-	-	-	-	N/A	N/A	N/A	N/A
Administrative expenses	(150)	(88)	(56)	(26)	(18)	(6)	N/A	N/A	N/A	N/A
Other	2,315	818	271	1,349	(2)	-	N/A	N/A	N/A	N/A
Net change in fiduciary net position	87,003	26,664	28,776	23,231	15,783	15,673	N/A	N/A	N/A	N/A
Fiduciary net position, beginning	110,127	83,463	54,687	31,456	15,673	-	N/A	N/A	N/A	N/A
Fiduciary net position, ending (b)	197,130	110,127	83,463	54,687	31,456	15,673	N/A	N/A	N/A	N/A
Net pension liability / (asset), ending = (a) - (b)	3,565	37,512	(9,706)	(4,606)	(3,408)	3,270	N/A	N/A	N/A	N/A
Fiduciary net position as a % of total pension liability	98.22%	74.59%	113.16%	109.20%	112.15%	82.74%	N/A	N/A	N/A	N/A
Pensionable covered payroll	680,979	497,513	322,512	269,821	218,921	213,948	N/A	N/A	N/A	N/A
Net pension liability as a % of covered payroll	0.52%	7.54%	-3.01%	-1.71%	-1.56%	1.53%	N/A	N/A	N/A	N/A

Williamson County Emergency Services District #5
Schedule of Employer Contributions

Year Ending September 30	Actually Determined Contribution	Actual Employer Contibution	Contribution Deficiency (Excess)	Pensionable Covered Payroll	Actual Contribution as a % of Covered Payroll
2011	not available	not available	not available	not available	not available
2012	**	**	**	**	**
2013	**	**	**	**	**
2014	**	**	**	**	**
2015	7,060	7,060	-	213,948	3.3%
2016	72	72	-	218,921	3.3%
2017	8,688	8,708	(20)	269,821	3.2%
2018	7,353	7,353	-	322,512	2.3%
2019	11,393	11,418	(25)	497,513	2.3%
2020	24,924	34,049	(9,125)	680,979	5.0%

Williamson County Emergency Services District No. 5
Notes to the Schedule of Employer Contributions
For the year ending September 30, 2020

Valuation Date:	Actuarially determined contribution rates are calculated each December 31, two years prior to the end of the fiscal year in which contributions are reported.
Methods and assumptions used to determine contribution rates:	
Actuarial Cost Method	Entry Age
Amortization Method	Level percentage of payroll, closed
Remaining Amortization Period	0.00 (based on contribution rate calculated in 12/31/2019 valuation)
Asset Valuation Method	5-year smoothed market
Inflation	2.75%
Salary Increases	Varies by age and service. 4.9% average over career including inflation.
Investment rate of Return	8.00%, net of investment expenses, including inflation
Retirement Age	Members who are eligible for service retirement are assumed to commence receiving benefit payments based on age. The average age at service retirement for recent retirees is 61.
Mortality	130% of the RP-2014 Healthy Annuitant Mortality Table for males and 110% of the RP-2014 Healthy Annuitant Mortality Table for females, both projected with 110% of the MP-2014 Ultimate scale after 2014
Changes in Assumptions and Methods Reflected in the Schedule of Employer Contributions	2015: New inflation, mortality and other assumptions were reflected. 2017: new Mortality assumptions were reflected.
Changes in Plan Provisions Reflected in the Schedule	2015: No changes in plan provisions were reflected in the Schedule. 2016: No changes in plan provisions were reflected in the Schedule. 2017: New Annuity Purchase Rates were reflected for benefits earned after 2017 2018: No changes in plan provisions were reflected in the Schedule. 2019: Employer contributions reflect that the member contribution rate was increase to 7%.

**Only changes effective 2015 and later are shown in the Notes to Schedule.*

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT No. 6

AUDITED FINANCIAL STATEMENTS

AND SUPPLEMENTAL SCHEDULES

AND INDEPENDENT AUDITOR'S REPORT

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2020

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT No. 6

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Independent Auditor's Report

To the Board of Directors
Williamson County Emergency Services District No. 6

We have audited the accompanying financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of the Williamson County Emergency Services District No. 6 as of and for the year ended September 30, 2020, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, each major fund, and the aggregate remaining fund information of the Williamson County ESD No. 6 as of September 30, 2020, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, budgetary comparison information, schedule of changes in net pension liability and related ratios, and the schedule of contributions on pages 3 – 10 and 26 - 27 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards,* we have also issued our report date, November 30, 2019, on our consideration of the Williamson County ESD # 6's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Williamson County ESD # 6's internal control over financial reporting and compliance

Donald L. Allman, CPA

Georgetown, Texas
August 16, 2021

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 6
MANAGEMENT'S DISCUSSION AND ANALYSIS
FOR THE YEAR ENDED SEPTEMBER 30, 2020

Our discussion and analysis of the Williamson County Emergency Services District No. 6's financial performance provides an overview of the District's financial activities for the fiscal year ended September 30, 2020. Please review it in conjunction with the transmittal letter and the District's basic financial statements, which begin on page 11.

FINANCIAL HIGHLIGHTS

Total net position increased $7,920 which represents net income from 2019.

The District had $302,455 in expenses related to governmental activities with $387,252 in program revenues to cover the cost of these programs. The excess revenues were kept to increase the cash balance and unrestricted net position.

USING THIS ANNUAL REPORT

This annual report consists of a series of financial statements. The Statement of Net Position and the Statement of Activities (on pages 11-12) provide information about the activities of the District as a whole and present a longer-term view of the District's finances. Fund financial statements start on page 13. These statements tell how these services were financed in the short-term as well as what remains for future spending. Fund financial statements also report the District's operations in more detail than the government-wide statements by providing information about the District's most financially significant funds.

Reporting the District as a Whole

The Statement of Net Position and the Statement of Activities
Our analysis of the District as a whole begins on page 11. One of the most important questions asked about the District's finances is "Is the District as a whole better off or worse as a result of this year's activities?" The Statement of Net Position and the Statement of Activities report information about the District as a whole and about its activities in a way that helps answer that question.

These statements include all assets and liabilities using the accrual basis of accounting, which is similar to accounting used by most private-sector companies. Accrual of the current year's revenues and expenses are taken into account regardless of when cash is received or paid.

These two statements report the District's net position and changes in them. You can think of the District's net position, the difference between assets, what the District owns, and liabilities, what the District owes, as one way to measure the District's financial health, or financial position. Over time, increases or decreases in the District's net position are one indicator of whether its financial health is improving or deteriorating. You will need to consider other non-financial factors, however, such as changes in the District's jurisdiction, the availability of capital projects, and continuing local governmental support to assess the overall health of the District.

Reporting the District's Most Significant Funds Major Funds

Fund Financial Statements -General

Our analysis of the District's major funds begins on page 13. The Fund financial statements begin on page 13 and provide detailed information about the most significant funds-not the District as a whole. Some funds are required to be established by State law. The District only has governmental funds.

Governmental Funds: The District's services are reported in governmental funds, which focus on how money flows into and out of those funds and the balances left at year-end that are available for spending. These funds are reported using an accounting method called *modified accrual* accounting, which measures cash and all other financial assets that can be readily converted to cash. The governmental fund statements provide a detailed short-term view of the District's operations and the services it provides. Governmental fund information helps you determine whether there are more or fewer financial resources that can be spent in the near future to finance the District's programs. We describe the relationship (or differences) between governmental activities (reported in the Statement of Net Position and the Statement of Activities) and governmental funds in a reconciliation beside the fund financial statements, if applicable.

Notes to the Financial Statements: The notes provide additional information that is essential to a full understanding of the data provided in the governmental-wide and fund financial statements. The notes to the financial statements can be found on pages 17-36 of this report.

Other information: In addition to the basic financial statements and accompanying notes, this report also presents budget to actual statements and schedules which can be found on pages 38-39 of this report.

THE DISTRICT AS A WHOLE

The District's total net position changed from a year ago, increasing from $919,236 to $927,156. Our analysis below focuses on the net position (Table 1) and changes in net position (Table 2) of the District's governmental activities.

Table 1
Summary of Net Position

	2020	2019	$ Change	% Change
Cash and Current Assets	$ 428,798	$ 444,748	$ (15,950)	-3.6%
Property Taxes Rec.	132,861	115,692	$ 17,169	100.0%
Capital Assets	414,165	454,658	(40,493)	-8.9%
Total Assets	$ 975,824	$ 1,015,098	$ (39,274)	-3.9%
Current Liabilities	$ 48,668	$ 47,194	$ 1,474	-100.0%
Long-Term Obligations	-	48,668	(48,668)	0.0%
Total Liabilities	$ 48,668	$ 95,862	$ (47,194)	-100.0%
Net Position:				
Net Investment in Capital Assets	$ 365,497	$ 358,796	$ 6,701	1.9%
Restricted	50,187	50,187	-	0.0%
Unrestricted	511,472	510,253	1,219	0.2%
Total Net Assets	$ 927,156	$ 919,236	$ 7,920	0.9%

Net position of the District's activities increased 1% or $7,920. Unrestricted net position, the part of net position that can be used to finance day-to-day operations without constraints established by debt covenants, enabling legislation, or other legal requirements – increased from $510,253 to $511,472 by the end of fiscal year 2020.
Table 2 compares the 2020 change in net position to the 2019 change in net position.

Table 2
Summary of Changes in Net Position for 2020
Compared With 2019 Activity

	2020	2019	$ Change	% Change
Program Revenues:				
Property Taxes	$ 394,104	$ 371,825	$ 22,279	6.0%
Wilco Revenues	12,127	12,000	127	1.1%
Other income	-	5	(5)	-100.0%
Interest & Investment Income	3,157	3,422	(265)	-7.7%
Total Revenues	$ 409,388	$ 387,252	$ 22,136	5.7%
Program Expenses:				
General Government	$ 401,468	$ 302,455	$ (99,013)	32.7%
Other (Income)/Expense	-	-	-	
Total Expenses	$ 401,468	$ 302,455	$ (99,013)	32.7%
Net Position				
Increase / (Decrease)	$ 7,920	$ 84,797	$ (76,877)	-90.7%

Table 3 presents the cost of each of the District's programs as well as each program's net cost (total cost less revenues generated by activities). The net cost shows the financial burden that was placed on the District by each of these functions.

Table 3
Governmental Activities

	Total Cost of Services		Net Cost of Services	
	2020	2019	2020	2019
General Government	$ 401,468	$ 302,455	$ 401,468	$ 302,455
Other Expense	-	-	-	-
Total Expenses	$ 401,468	$ 302,455	$ 401,468	$ 302,455

THE DISTRICT'S FUND'S

Table 4
Change In Year End Fund Balance

	2020	2019	$ Change	% Change
Net Investment in Capital Assets	$ 365,497	$ 358,796	$ 6,701	1.9%
Restricted	50,187	50,187	-	0.0%
Unrestricted	511,472	510,253	1,219	0.2%
Total Governmental Balances	$ 927,156	$ 919,236	$ 7,920	0.9%

The 2% decrease in Net Investment in Capital Assets balance is due to depreciation. Restricted net position stayed the same due to current loan payment obligations not changing.

The 0.2% increase in the Unrestricted fund balance can be attributed to more income.

Table 5 presents a summary of governmental fund revenues for the 2020 fiscal year and the amounts and percentages of increases and decreases in relation to the prior year.

Table 5
Total Governmental Fund Revenues

	2020	% of Total	Increase or (Decrease) Over 2019	% Increase / (Decrease)
Revenue Source				
Property taxes	394,104	96.3%	22,279	6.0%
Other income	-	0.00%	(5)	100.0%
Wilco Income	12,127	3.0%	127	0.0%
Investment Income	3,157	0.8%	(265)	-0.1%
Total	$ 409,388	100.0%	$ 22,136	5.7%

The 6% increase in Property Tax revenues is due to increases in the property tax rate, the tax rate did increase to .1.

Table 6 presents the General Fund budget and the difference between the original budget and final budget for fiscal year 2020. Table 7 discusses the variance between the final budget and the actual results for the year.

Table 6
Original and Final Budget

	Budgeted Amounts	
	Original	**Final**
Revenues:		
Property Taxes	$ 360,000	$ 360,000
Wilco Income	12,000	12,000
Interest Income	3,000	3,000
Other Income	-	-
Total Revenues	**$ 375,000**	**$ 375,000**
Expenditures:		
Debt Service	50,000	50,000
Contracts for EMS & Firefighting	$ 180,000	$ 180,000
Insurance	3,000	3,000
Utilities	12,000	12,000
Interest expense	-	0
Communications	12,000	12,000
Equipment	20,000	20,000
Fuel	4,000	4,000
Repairs & maintenance	10,000	10,000
Salaries and payroll	32,000	32,000
County Tax Assessor Collector	2,000	2,000
Audit & Legal fees	9,000	9,000
Miscellaneous	3,000	3,000
Training & other expenses	3,000	3,000
Total Expenditures	**340,000**	**340,000**
Excess (Deficiency) of Revenues Over (Under) Expenditures	**$ 35,000**	**$ 35,000**

Original versus Final Budget

There were no material differences between original and final budgeted amounts for 2020.

Table 7
Original and Final Budget

	Budgeted Amounts Final	Actual
Revenues:		
Property Taxes	$ 360,000	$ 394,104
Wilco Income	12,000	12,127
Interest Income	3,000	3,157
Other Income	-	-
Total Revenues	**$ 375,000**	**$ 409,388**
Expenditures:		
Debt Service	50,000	-
Contracts for EMS & Firefighting	$ 180,000	$ 305,000
Insurance	3,000	2,196
Utilities	12,000	12,137
Interest expense	-	2,993
Communications	12,000	2,045
Equipment	20,000	2,354
Fuel	4,000	-
Repairs & maintenance	10,000	-
Salaries and payroll	32,000	27,599
County Tax Assessor Collector	2,000	2,227
Audit & Legal fees	9,000	4,000
Miscellaneous	3,000	454
Training & other expenses	3,000	-
Depreciation		40,463
Total Expenditures	**340,000**	**401,468**
Excess (Deficiency) of Revenues Over (Under) Expenditures	**$ 35,000**	**$ 7,920**

Final Budget versus Actual Results
The variance in **Property Tax** revenues is due to the District increasing its overall property value due to growth and new construction.

CAPITAL ASSETS AND DEBT ADMINISTRATION

Capital Assets

At year-end, the District had $821,726 invested in equipment, trucks and computers. The net amount is $414,165 and represents a $(40,493) net decrease over the last year, which is due to depreciation.

Debt Administration

At fiscal year-end, the District had $48,668 in notes payable for the fire truck. This amount represents a net decrease of $47,174.

ECONOMIC FACTORS

The District operates solely in Williamson County and has since its inception. Almost 99% of the District's revenue comes from property taxes. The District's budgeting process must continue to work as closely as possible with the Williamson County Tax Assessor's office in order to meet the financial obligations of the District.

It is important that the District is able to succeed in carrying out its day-to-day operations and continue to be able to meet its financial obligations as well. The additional apparatus and equipment are vital to providing the best fire protection and EMT services to the citizens of the District.

REQUEST FOR INFORMATION

This financial report is designed to provide a general overview of the District's finances for all those with an interest in the District's finances. Questions concerning any of the information provided in this report or requests for additional information should be addressed to the Office of the Treasurer, P.O. Box 53, Weir, TX 78674.

Dave Schumacher, Treasurer
Williamson County Emergency Services District # 6

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT No. 6
STATEMENT OF NET POSITION
SEPTEMBER 30, 2020

Assets:		
Current Assets:		
Cash and Cash Equivalents	$	428,798
Property Taxes Receivable		132,861
Total Current Assets	$	561,659
Non-Current Assets:		
Capital Assets:		
Building, Equipment &	$	414,165
Total Non-Current Assets	$	414,165
Total Assets	**$**	**975,824**
Liabilities:		
Current Liabilities:		
Accounts Payable	$	-
Unearned Revenue-Property Taxes		-
Payroll Taxes, Insurance & Retirement Payable		-
Current Portion of Long-Term Debt		48,668
Total Current Liabilities	$	48,668
Non-Current Liabilities:		
Notes & Leases Payable	$	-
Total Liabilities	**$**	**48,668**
Net Position:		
Net Investment in Capital	$	365,497
Restricted for Debt Service,		50,187
Unrestricted		511,472
Total Net Position	**$**	**927,156**

See accompanying notes to the financial statements.

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT No. 6

STATEMENT OF ACTIVITIES

FOR THE YEAR ENDED SEPTEMBER 30, 2020

Functions/Programs	Expenses	Program Revenues	Net Revenue and Change in Net Position Primary Governmental Activities
Governmental Activities:			
General Government	401,468	$ 394,104	$ (7,364)
Other Income/Expense	-	-	-
Total Governmental Activiti	$ 401,468	$ 394,104	$ (7,364)

General Revenues:		
Unrestricted Interest Earnings	$	3,157
Wilco Revenues		12,127
Total General Revenues	$	15,284
Change in Net Position	$	7,920
Net Position - Beginning		919,236
		-
Net Position - Ending	$	927,156

See accompanying notes to the financial statements.

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT No. 6

BALANCE SHEET – GOVERNMENTAL FUNDS

SEPTEMBER 30, 2020

	General	Total Governmental Funds
Assets:		
Cash and Cash Equivalents	$ 428,798	$ 428,798
PropertyTaxes Receivable	132,861	$ 132,861
Total Assets	**$ 561,659**	**$ 561,659**
Liabilities and Fund Balances		
Liabilities:		
Accounts Payable	$ -	$ -
Unearned Revenue Property T	132,861	132,861
Payroll Taxes, Insurance & Retirement Payable	-	-
Total Liabilities	**$ 132,861**	**$ 132,861**
Fund Balances		
Nonspendable	$ -	$ -
Restricted		
Unassigned	428,798	428,798
Total Fund Balances	**$ 428,798**	**$ 428,798**
Total Liabilities and Fund B	**$ 561,659**	**$ 561,659**

See accompanying notes to financial statements.

RECONCILIATION OF TOTAL GOVERNMENTAL FUND BALANCES TO NET POSITITON OF GOVERNMENTAL ACTIVITIES
SEPTEMBER 30, 2020

Total fund balance – total governmental funds	$	428,798
Amounts reported for governmental activities in the statement of net assets are different because:		
governmental activities are not financial resources and therefore are not reported in the funds.	$	414,165
property taxes receivable is not included in governmental activities due to receivables not being included in governmental	$	132,861
Unearned Revenues are not not due and payable in the current period and therefore are not reported in the funds.	$	-
	$	(48,668)
Net position of governmenta	$	927,156

See accompanying notes to financial statements.

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT No. 6

STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES – GOVERNMENTAL FUNDS

SEPTEMBER 30, 2020

	General	Total Governmental Funds
Revenues:		
Property Taxes	$ 376,935	$ 376,935
Wilco Revenues	12,127	12,127
Miscellaneous	-	-
Interest Earnings	3,157	3,157
Total Revenues	**$ 392,219**	**$ 392,219**
Expenditures:		
Current:		
General Government	$ 358,621	$ 358,621
Capital Outlay	2,354	2,354
Debt Service:		
Principal	47,194	47,194
Interest	-	-
Total Expenditures	**$ 408,169**	**$ 408,169**
Revenues Over (Under) Expenditures	**$ (15,950)**	**$ (15,950)**
Other Expenses	**$ -**	**$ -**
Net Changes in Fund Bala	**$ (15,950)**	**$ (15,950)**
Fund Balances - Beginnin	**$ 444,748**	**$ 444,748**
Fund Balances - Ending	**$ 428,798**	**$ 428,798**

See accompanying notes to the financial statements.

RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED SEPTEMBER 30, 2019

Net change in fund balance - total governmental funds	$	(15,950)
Amounts reported for governmental activities in the statement of net assets		
capital outlays as expenditures. However, in the statement of activities, the cost of those assets is allocated over their useful	$	(40,493)
of activities that do not provide current financial resources are not reported		
	$	132,861
		115,692
	$	17,169
principal is an expenditure in the governmental funds, but the repayment reduces	$	47,194
Deferred tax revenues not ir	$	-
Changes in net position of g	$	7,920

See accompanying notes to the financial statements.

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 6
NOTES TO THE FINANCIAL STATEMENTS
SEPTEMBER 30, 2020

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A. Reporting Entity

Williamson County Emergency Services District No. 6 (the District) is a governmental unit of the State of Texas that was formed in September of 1995. The entity is responsible for providing fire and emergency services in Williamson County, Texas. The District provides fire and emergency medical services to a certain geographic portion of Williamson County including Weir, Texas, an unincorporated area located in Williamson County. The District was created and operates under Article III, Section 48-3, of the Texas Constitution for the protection of human life and health as provided by that Act. The District's operations are governed by the Texas Health and Safety Code, Chapter 775 Emergency Services Districts.

The accompanying statements of the District have been prepared in conformity with accounting principles generally accepted in the United States of America (GAAP) as applicable to governmental units. The financial statements include all organizations, activities, and functions that comprise the District. Component units are legally separate entities for which the District (the primary entity) is financially accountable. Financial accountability is defined as the ability to appoint a voting majority of the organization's governing body and either (1) the District's ability to impose its will over the organization or (2) the potential that the organization will provide a financial benefit to, or impose a financial burden on, the District. Using these criteria, the District has no component units.

B. Government-wide and fund financial statements

The government-wide financial statements (i.e., the statement of net assets and the statement of changes in net assets) report information on all of the non-fiduciary activities of the primary government.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment are offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. Program revenues primarily consist of Ad Valorem taxes received from the County's appraisal district.

C. Measurement focus, basis of accounting, and financial statement presentation

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of the related cash flows. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 31 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting.

Grants and entitlements and interest associated with the current fiscal period are all considered susceptible to accrual and so have been recognized as revenues of the current fiscal period. All other revenue items are considered measurable and available only when the District receives cash.

Fund Accounting

The District uses funds to maintain its financial records during the year. A fund is defined as a fiscal and accounting entity with a self-balancing set of accounts. The District only uses governmental funds.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Governmental Funds

Governmental funds are those through which most governmental functions typically are financed. Governmental funds reporting focuses on the sources, uses, and balances of current financial resources. Expendable assets are assigned to the various governmental funds according to the purpose for which they may or must be used. Current liabilities are assigned to the fund from which they will be paid. The difference between governmental fund assets and liabilities is reported as fund balance.

The District reports the following major governmental funds:

General Fund – The General Fund is used to account for all financial resources of the District except those required to be accounted for in another fund. The general fund balance is available to the District for any purpose provided it is expended or transferred according to the general laws of Texas and the bylaws of the District.

Revenues – Exchange and Non-Exchange Transactions

Revenue resulting from exchange transactions, in which each party gives and receives essentially equal value, is recorded on the accrual basis when the exchange takes place. On a modified accrual basis, revenue is recorded in the fiscal year in which the resources are measurable and become available. Available means that the resources will be collected within the current fiscal year or are expected to be collected soon enough thereafter to be used to pay liabilities of the current fiscal year. For the District, available means expected to be received within thirty-one days of fiscal year-end. Under the modified accrual basis, only interest is considered to be both measurable and available at fiscal year-end. Non-exchange transactions, in which the District receives value without directly giving value in return, includes grants and donations. On an accrual basis, revenue from grants and donations is recognized in the fiscal year in which all eligibility requirements have been satisfied.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Eligibility requirements include timing requirements, which specify the year when the resources are required to be used or the fiscal year when use is first permitted, matching requirements, in which the District must provide local resources to be used for a specific purpose, and expenditure requirements, in which the resources are provided to the District on a reimbursement basis. On a modified accrual basis, revenue from non-exchange transactions must be available before it can be recognized.

Expenses/Expenditures

On an accrual basis of accounting, expenses are recognized at the time they are incurred. The measurement focus of governmental fund accounting is on decreases in net financial resources (expenditures) rather than expenses. Expenditures are generally recognized in the accounting period in which the related fund liability is incurred, if measurable.

C. Cash and Cash Equivalents

Cash and equivalents include all highly-liquid investments with a maturity of three months or less at the date of purchase. During 2019, cash and cash equivalents accounts were limited to the First Texas Bank checking account, and a Money Market account with United Heritage Credit Union.

D. Restricted Assets

Williamson County ESD # 6 currently does not have any restricted assets.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

E. **Capital Assets**

General capital assets generally result from expenditures in the governmental funds. These assets are reported on the government-wide statement of net position and in the General Fund. All capital assets are recorded at cost and updated for additions and retirements during the year. The District does possess building infrastructure. Other Capital assets consist of computers, trucks and fire trucks. Improvements are capitalized; the cost of normal maintenance and repairs that do not add to the value of the asset or materially extend the asset's life are not.

F. Reservations of Fund Balance

The District currently does not have any reservations of fund balance amounts.

G. Net Position

Net position present the difference between assets and liabilities in the statement of net position. Net Investment in capital assets are reduced by the outstanding balances of any borrowing used for the acquisition, construction, or improvement of those assets.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Net assets are reported as restricted when there are legal limitations imposed on their use by District legislation or external restrictions by creditors, grantors, laws or regulations of other governments.

H. Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. Actual results may differ from those estimates.

I. Accrued Liabilities

The District reports accrued liabilities on the statement of net position. The District reports accounts payable of $0 during 2020.

NOTE 2 – TAX REVENUES

The District's tax revenue is collected by County of Williamson, Texas, (the County) under the provisions of a tax collection agreement signed September, 1995. Under the agreement, the County is responsible for making the calculations necessary for the District to comply with the statutory requirements for setting tax rates as specified in Chapter 26 of the Texas Property Tax Code and collecting the appropriate tax. The County periodically remits the collected taxes to the District. The agreement may be terminated by either party on written notice, but neither party has expressed an interest in terminating the agreement. The County provides the District with written reports necessary to keep the District advised of all financial information affecting the District. Property taxes attach as an enforceable lien on property as of January 1. Taxes are levied on October 1 and are due and payable on or before January 31 of the following year. All unpaid taxes become delinquent February 1 of the following year. The District pays the County for its tax collection activity in four quarterly payments, which totaled $2,227 USD for 2020. The amount is determined by the County based on an amount per each parcel of taxable property, or account taxable by the District. The tax rate for WCESD # 6 for 2020 is $.10 per $100 valuation of property. The total adjusted original tax roll was $394,104 on $394,104,210 valuation. Property taxes receivable at 9/30/20 total $132,861 with $47,862 being current and $84,999 being delinquent.

NOTE 3 – CASH AND CASH EQUIVALENTS

Cash resources of several individual funds are combined to form a pool of cash and investments. In addition, investments are separately held by a number of individual funds. Statutes require the classification of funds held by the District into three categories.

Category 1 consists of "active" funds – those funds required to be kept in "cash" or "near cash" status for immediate use by the District. Such funds must be maintained either as cash in the District Treasury or in depository accounts payable or withdrawal on demand, including negotiable order of withdrawal (NOW) accounts.

Category 2 consists of "inactive" funds – those funds not required for use within the current two-year period of designation of depositories. Inactive funds may be deposited or invested only as certificates of deposit maturing no later than the end of the current period of designation of depositories.

Category 3 consists of "interim" funds – those funds not needed for immediate use, but needed before the end of the current period of designation of depositories. Interim funds may be invested or deposited in the following securities:

- United States Treasury notes, bills, bonds or any other obligation or security issued by the United States Treasury or any other obligation guaranteed as to principal or interest by the United States.
- Bonds, notes, debentures, or any other obligations or securities issued by any federal government agency or instrumentality, including but not limited to, the federal national mortgage association, federal home loan bank, federal farm credit bank, federal home loan mortgage corporation, government national mortgage association, and student loan marketing association. All federal agency securities shall be direct issuances of federal government agencies or instrumentalities

A. Deposits

At year-end the carrying amount of the District's deposits was $428,798 and the bank balance was $428,798. $229,688 was with First Texas Bank and $199,110 was with United Heritage. Federal depository insurance coverage totals $500,000. The deposits were fully covered by FDIC insurance.

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 6
NOTES TO THE FINANCIAL STATEMENTS
SEPTEMBER 30, 2020

NOTE 4 - GENERAL FIXED ASSETS

A summary of changes in general fixed assets for the year ended September 30, 2020:

Property & Equipment	At 9/30/20
Fire Truck	476,914
Pumper Tank	158,400
Trucks	79,219
Computers	20,694
Equipment	82,599
Fence	3,900
Accumulated Depreciation	(407,561)
Net Property & Equipment	414,165

Depreciation expense for the year ended 9/30/20 was $40,493.

NOTE 5 – GENERAL LONG-TERM DEBT

Note payable to Government Capital Corporation, dated May 18, 2018, in the amount of $236,914, with annual payments of $50,187 including interest of 3.122%, secured by Fire Truck.

Due Year Ending September 30	Principal	Interest	Total
2021	$ 48,668	$ 1,519	$ 50,187
		-	-
Total	$ 48,668	$ 1,519	$ 50,187

NOTE 6 – CONTINGENCIES

As of September 30, 2020, the District did not have any material pending litigation or potential non-disclosed liabilities.

Required Supplementary Information

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT No. 6
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL (NON-GAAP BUDGETARY BASIS) GENERAL FUND

FOR THE YEAR ENDED SEPTEMBER 30, 2020

	Budgeted Amounts			Variance with Final Budget Positive (Negative)
	Original	Final	Actual	
Revenues:				
Property Taxes	$ 360,000	$ 360,000	$ 376,935	$ 16,935
Other Income	-	-	-	-
Wilco Income	12,000	12,000	12,127	127
Investment Earnings	3,000	3,000	3,157	157
Total Revenues	**$ 375,000**	**$ 375,000**	**$ 392,219**	**$ 17,219**
Expenditures:				
Current:				
General Government	$ 340,000	$ 340,000	$ 358,621	$ (18,621)
Capital Outlay	-	-	2,354	(2,354)
Debt Service	-	-	47,194	(47,194)
Total Expenditures	**$ 340,000**	**$ 340,000**	**$ 408,169**	**$ (68,169)**
Excess (Deficiency) of Revenues Over (Under) Expenditures	**$ 35,000**	**$ 35,000**	**$ (15,950)**	**$ (50,950)**
Excess (Deficiency) of Revenues and Other Financing Sources Over (Under) Expenditures and Other Financing Sources (Uses)	**$ 35,000**	**$ 35,000**	**$ (15,950)**	
Fund Balances - Beginning	**$ 444,748**	**$ 444,748**	**$ 444,748**	
Fund Balances - Ending	**$ 479,748**	**$ 479,748**	**$ 428,798**	

See accompanying notes to the financial statements.

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT No. 3

NOTES TO REQUIRED SUPPLEMENTARY INFORMATION

SEPTEMBER 30, 2020

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Budgetary Process

The budgetary process is prescribed by the provisions of the Texas Constitution and entails the preparation of budgetary documents within an established timeline. Legally, the Texas Constitution does not strictly impose a requirement on the District to follow the budgetary process but the District chose to follow the budgetary process. The major documents prepared are an estimated budget with revenues and expenditures. The level of budgetary control is at the object level for the District. The budget is not amended for modifications or changes during the year. All expenditures are approved by the Board beforehand.

1. Estimated Resources

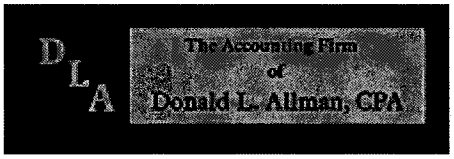
As part of the District's budgetary process, the Board approves the official estimated resources. The official estimated resources state the projected revenue for the District. The estimated revenue is calculated from information from the Williamson County Appraisal District. The budget is not revised or amended for increases or decreases in estimated revenues.

2. Appropriations

Estimated appropriations are prepared for the annual budget. All appropriations, no matter how small or how large, still must be approved by the Board before remittance, whether or not they were included in the budget.

3. Budgetary Basis of Accounting

The District's budgetary process accounts for certain transactions on a basis other than GAAP. The major differences between the budgetary basis and the GAAP basis lie in the manner in which revenues and expenditures are recorded. Under the budgetary process, revenues and expenditures are recognized on the cash basis. Utilizing the cash basis, revenues are recorded when received in cash and expenditures are recorded when paid. Under the GAAP basis, revenues and expenditures are recorded on the modified accrual basis of accounting on the governmental fund statements and on the full accrual basis on the government-wide statements. See page 14 for a reconciliation between governmental funds and GAAP basis net equity fund balance.



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INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

To the Board of Directors
Williamson County ESD # 6

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of Williamson County ESD # 6 as of and for the year ended September 30, 2020, and the related notes to the financial statements, which collectively comprise Williamson County ESD # 6's basic financial statements, and have issued our report thereon dated August 19, 2021.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered Williamson County ESD # 6's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Williamson County ESD # 6's internal control. Accordingly, we do not express an opinion on the effectiveness of Williamson County ESD # 6's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Williamson County ESD #6's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Donald L. Allman, CPA, PC

Georgetown, TX
August 19, 2021

Williamson County
Emergency Services District No. 7
Financial Statements
September 30, 2020

Williamson County Emergency Services District No. 7
For the Year Ending September 30, 2020

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MEDACK & OLTMANN, LLP
CERTIFIED PUBLIC ACCOUNTANTS

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American Institute of Certified Public Accountants
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INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
Williamson County Emergency Services District No. 7

We have audited the accompanying financial statements of the governmental activities, and each major fund, of Williamson County Emergency Services District No. 7, as of and for the year ended September 30, 2020, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment including the assessment of the risks of material misstatements of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, and each major fund, of Williamson County Emergency Services District No. 7, as of September 30, 2020, and the respective changes in financial position thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

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Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and the budgetary comparison information, the schedule of changes in net pension liability and related ratios, and the schedule of District contributions on pages 3 through 7 and 26 through 29 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Medack & Oltmann, LLP

Medack & Oltmann, LLP
Giddings, TX
January 15, 2021

As management of the Williamson County Emergency Services District #7 (the District), we are pleased to offer readers of the District's financial statements this narrative overview and analysis of the District's financial activities for the year ended September 30, 2020. We encourage readers to consider it in conjunction with the additional information presented in the accompanying basic financial statements and the notes to the financial statements.

Financial Statements

- The net position of the District increased by $ 77,509. Net position at year end consisted of net investment in capital assets of $ 1,145,148 and unrestricted net position of $ 264,616, for a total of $ 1,409,764.
- Total revenues from all sources were $ 726,648 which represents a decrease of $ 179,113 from the prior year.
- Total expenditures from operations were $ 649,139 which was an increase of $ 23,780 from the prior year.
- As of September 30, 2020, the District's governmental fund reported an ending fund balance of $ 249,049, an increase of $ 108,755 from the prior fiscal year.

Using this Annual Report

This annual report presents the following three components of the financial statements:

1. Government-wide financial statements provide information for the District as a whole.
2. Fund financial statements provide detailed information for the District's significant funds.
3. Notes to the financial statements provide additional information that is essential to understanding the government-wide and fund financial statements.

This report also contains other supplementary information in addition to the basic financial statements themselves. This information includes a management's discussion and analysis as well as a budgetary comparison schedule.

Government-Wide Financial Statements

The *government-wide financial statements* are designed to provide readers with a broad overview of the District's finances, in a manner similar to a private-sector business.

The *Statement of Net Position* presents information on all of the assets and liabilities of the District. The difference between assets and liabilities is reported as net position. Over time, increases or decreases in net position may service as a useful indicator of whether the financial position of the District is improving or deteriorating.

The *Statement of Activities* presents information on how the District's net position changed during the most recent fiscal year. This statement is presented using the accrual basis of accounting, which means that all of the current year revenues and expenses are taken into account regardless of when the cash is received or paid.

Both the Statement of Net Position and the Statement of Activities present information for the following:

- Government activities – This includes all of the District's emergency protection services which are primarily supported by property taxes.

The government-wide financial statements begin on page 8. The following is a summary of net position as of September 30, 2020, and September 30, 2019.

Table 1
Net Position

	Governmental Activities	
	2020	2019
Assets:		
Current & Other Assets	$ 285,816	$ 168,841
Capital Assets, Net	1,842,009	1,918,246
Total Assets	$ 2,127,825	$ 2,087,087
Deferred Outflows of Resources	$ 4,277	$ -
Liabilities:		
Current Liabilities	$ 38,628	$ 46,523
Long term liabilities	683,710	708,309
Total Liabilities	$ 722,338	$ 754,832
Deferred Inflows of Resources	$ -	$ -
Net Position:		
Net Investment in Capital Assets	$ 1,145,148	$ 1,193,780
Unrestricted	250,458	138,475
Total Net Position	$ 1,395,606	$ 1,332,255

The following table is a summary of changes in net position for the year ended September 30, 2020 and 2019.

Table 2
Changes in Net Position

	Governmental Activities	
	2020	2019
Revenues		
Operating Grants & Contributions	$ 59,709	$ 47,955
Property Taxes	505,394	460,881
Penalty/Interest	3,732	4,411
Sales Tax	123,707	81,161
Interest	1,159	1,274
Miscellaneous	32,947	10,079
County Contribution	$ -	$ 300,000
Total Revenues	$ 726,648	$ 905,761
Expenses:		
General Government	$ 649,139	$ 625,359
Total Expense	$ 649,139	$ 625,359
Change in Net Postion	$ 77,509	$ 280,402
Net Position-Beginning of Year	1,332,255	1,051,853
Net Position-End of Year	$1,409,764	$1,332,255

Fund Financial Statements

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The District, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

The fund financial statements provide detailed information about the District's significant funds – not the District as a whole. The District's funds fall into one category – governmental funds.

The focus of the District's *governmental fund* is to provide information on near-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing the District's financing requirements. In particular, *unassigned fund balance* may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year.

The *governmental funds statements* provide a detailed short-term view of the government operations and the basic services it provided, and are reported on the modified accrual basis of accounting which focuses on available spendable resources. This allows the reader to evaluate the District's short-term financing requirements. Both the governmental fund *Balance Sheet* and the governmental fund

Statement of Revenues, Expenditures, and Changes in Fund Balances provide a reconciliation to the government-wide financial statements.

The District adopts an annual budget for the general fund. A budgetary comparison statement has been provided to demonstrate compliance. The governmental fund financial statements begin on page 8, and the budgetary comparison schedule is on page 26.

Notes to the Financial Statements

The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes to the financial statements can be found on pages 10 through 25 of this report.

General Fund Budgetary Highlights

The budgeted revenues were $ 81,474 less than actual revenues and budgeted expenses were $27,281 more than actual expenses for the year ended September 30, 2020. Actual results for expenditures were 4.33% less than budgeted expenditures, while the District's overall actual revenue were 12.95% more than budgeted.

Capital Assets

The District's investment in capital assets for its governmental activities as of September 30, 2020, amounts to $ 1,145,148 (net of accumulated depreciation). This investment in capital assets includes vehicles, machinery, equipment, and buildings.

Capital Assets
Governmental Activities
(net of depreciation)

	Balance 9/30/2020	Balance 9/30/2019
Land	$ 111,969	$ 111,969
Vehicles	581,183	581,183
Furniture & Fixtures	1,926	1,926
Equipment	225,721	225,721
Buildings and Structures	1,619,923	1,619,923
Accumulated Depreciation	(698,713)	(622,476)
Governmental activities capital assets, net	$ 1,842,009	$ 1,918,246

Additional information on the District's capital assets can be found in Note 4 of this report.

Debt Administration

As of September 30, 2020, and September 30, 2019, the District was obligated on the following debt:

Outstanding Debt at Year-End

	9/30/2020	9/30/2019
Capital Lease-Government Capital Corp	$ 696,861	$ 724,466
Compensated Absences	15,519	11,454
Total	$ 712,380	$ 735,920

The District incurred $ 27,002 in interest expense as of September 30, 2020.

Additional information on the District's non-current liabilities can be found in Note 5 of this report.

Economic Factors and Next Year's Budgets and Rates

Williamson County ESD #7 tax revenues are expected to increase with the continued growth in the District. The development of properties within the district from agriculture tracts to suburban tracts for 2020 has continued. Several new developments started breaking ground in the later part of 2020 and the continued growth looks good for 2021. The passage of the sales tax initiative for areas outside of the City of Florence will increase revenue for the District starting in the second quarter of 2021. Emergency Service District # 7 hopes to increase staffing levels and replace some of the aging apparatus in the fleet with the increased sales tax revenues starting sometime in late fiscal year 2021.

The continued growth and demand for services will continue to put a strain on the district as the demand for services increase. The time between the development of property and when ad-valorem tax revenue is received can be as much as two years.

The Emergency Service District #7 base is rapidly changing from a predominantly agriculture area to a suburban community with large lots and ranchettes, with an already limited water supply. These areas are called the wildland interface, which pose a significant issue in providing fire service in the district.

Contacting the District's Financial Management

This financial report is designed to provide a general overview of the District's finances and to demonstrate the District's accountability for the money it receives from the citizens of the Williamson County Emergency Services District #7. If you have any questions about this report or need further information, contact the Williamson County Emergency Services District #7, P.O. Box 523, Florence, TX 76527, or call 254-793-2591.

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 7
GOVERNMENTAL FUND BALANCE SHEET AND
STATEMENT OF NET POSITION
SEPTEMBER 30, 2020

	General Fund	Adjustments (Note 9)	Statement of Net Position
ASSETS			
Cash	$ 192,443	$ -	$ 192,443
Property Taxes Receivable	18,186	-	18,186
Accounts Receivable	44,705	-	44,705
Prepaid Expense	29,414	-	29,414
Pension Asset	-	1,068	1,068
Capital Assets (net of accumulated depreciation)	-	1,842,009	1,842,009
TOTAL ASSETS	$ 284,748	$ 1,843,077	$ 2,127,825
DEFERRED OUTFLOWS OF RESOURCES			
Deferred Pension Amounts	$ -	$ 4,277	$ 4,277
TOTAL DEFERRED OUTFLOWS OF RESOURCES	$ -	$ 4,277	$ 4,277
LIABILITIES			
Accounts Payable	$ -	$ -	$ -
Accrued Interest Payable	-	6,603	6,603
Accrued Payroll/Liabilities	3,355	-	3,355
Long Term Liabilities - Due within one year	-	28,670	28,670
Long Term Liabilities - Due after one year	-	683,710	683,710
TOTAL LIABILITIES	$ 3,355	$ 718,983	$ 722,338
DEFERRED INFLOWS OF RESOURCES			
Property Taxes	$ 18,186	$ (18,186)	$ -
Interlocal Agreement	14,158	(14,158)	-
Pension Amounts	-	-	-
TOTAL DEFERRED INFLOWS OF RESOURCES	$ 32,344	$ (32,344)	$ -
FUND BALANCES/NET POSITION			
Fund balances:			
Non-Spendable	29,414		
Committed	-		
Assigned	-		
Unassigned	219,635		
TOTAL FUND BALANCES	249,049		
TOTAL LIABILITIES AND FUND BALANCES	$ 284,748		
Net Position:			
Net investment in capital assets		1,145,148	1,145,148
Unrestricted		264,616	264,616
Restricted		-	-
TOTAL NET POSITION		$ 1,409,764	$ 1,409,764

See Accompanying Notes to the Financial Statements

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 7
GOVERNMENTAL FUND REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCES
AND STATEMENT OF ACTIVITIES
FOR THE YEAR ENDING SEPTEMBER 30, 2020

	General Fund	Adjustments (Note 9)	Statement of Activities
EXPENDITURES/EXPENSES			
VFD Contract	-	-	-
Apparatus	35,710	-	35,710
Utilities	15,105	-	15,105
Maintenance and Repairs	10,203	-	10,203
Professional Fees	14,937	-	14,937
Office Expenses/Postage	9,375	-	9,375
Insurance	30,908	-	30,908
Appraisal District & Tax Collector Fees	2,989	-	2,989
Fire Equipment & Supplies	31,439	-	31,439
Communications	9,318	-	9,318
EMS	957	-	957
Training	9,431	-	9,431
Miscellaneous	7,286	-	7,286
Personnel	369,522	(1,280)	368,242
Depreciation	-	76,237	76,237
Debt Service:			-
Principal	27,605	(27,605)	-
Interest	27,264	(262)	27,002
Total expenditures/expenses	$ 602,049	$ 47,090	$ 649,139
PROGRAM REVENUES			
Grants/Contributions	45,551	14,158	59,709
Net program expense			589,430
GENERAL REVENUES			
Ad valorem taxes	503,708	1,686	505,394
Penalties and Interest	3,732	-	3,732
Sales Tax	123,707	-	123,707
Interest income	1,159	-	1,159
Miscellaneous	32,947	-	32,947
Total general revenues	$ 665,253	$ 1,686	$ 666,939
Excess (Deficiency) of revenues over expenditures	$ 108,755	$ (108,755)	$ -
Net Change in Fund Balance	108,755	(108,755)	-
Change in Net Position	$ -	$ 77,509	$ 77,509
Fund Balance/Net Position Beginning of the year	140,294	1,191,961	1,332,255
End of the year	$ 249,049	$ 1,160,715	$ 1,409,764

See Accompanying Notes to the Financial Statements

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The financial statements for the District have been prepared in accordance with generally accepted accounting principles (GAAP) as applied to governmental units. The Governmental Accounting Standards Board (GASB) is the standard-setting body for governmental accounting and financial reporting. The GASB periodically updates its codification of the existing Governmental Accounting and Financial Reporting Standards which, along with subsequent GASB pronouncements (Statements and Interpretations), constitutes GAAP for governmental units. More significant of these accounting policies are described below.

REPORTING ENTITY

The Williamson County Emergency Services District No. 7 (the District) was created by Article III, Section 48-e of the Constitution of Texas as proposed by SJR, No. 27, Acts of the 70th Legislature, Regular Session 1987, and adopted by the voters at an election held on February 15, 2005, to protect life and property from fire and to conserve natural and human resources. The District's governing body consist of a Board of Commissioners appointed by the Williamson County Commissioners Court.

In evaluating how to define the government, for financial reporting purposes, management has considered all potential component units. The decision to include a potential component unit in the reporting entity was made by applying the criteria set forth in GAAP. The basic - but not the only - criterion for including a potential component unit with the reporting entity is the governing body's ability to exercise oversight responsibility. The most significant manifestation of this ability is financial interdependency. Other manifestations of the ability to exercise oversight responsibility include, but are not limited to, the selection of governing authority, the designation of management, the ability to significantly influence operations, and accountability for fiscal matters. A second criterion used in evaluating potential component units is the scope of public service. Application of this criterion involves considering whether the activity benefits the government and/or its citizens, or whether the activity is conducted within the geographic boundaries of the government and is generally available to its citizens. A third criterion used to evaluate potential component units for inclusion or exclusion from the reporting entity is the existence of special financing relationships, regardless of whether the government is able to exercise oversight responsibilities. Based upon the application of these criteria, no potential component units appear to exist.

BASIS OF PRESENTATION

Basic Financial Statements

GASB sets forth minimum criteria for the determination of major funds based on a percentage of the assets, liabilities, revenues or expenditures/expenses or either fund category or governmental and enterprise combined. Due to the fund structure of the District, all funds have been classified as major funds. As a part of this Statement, there is a reporting requirement regarding the local government's infrastructure (road, bridges, etc.) The District does not own any infrastructure assets and therefore is unaffected by this requirement.

The basic financial statements include both government-wide (based on the District as a whole) and fund financial statements. The reporting model focus is on either the District as a whole or major individual funds

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

(within the fund financial statements). In the government-wide Statement of Net Position, both the governmental and business-type activities columns are presented on a consolidated basis by column, and are reflected on a full accrual, economic resources basis, which incorporates long-term assets and receivables as well as long-term debt and obligations. The District does not have any business-type activities.

The government-wide Statement of Activities reflects both the gross and net cost per functional category which are otherwise being supported by general government revenues. The Statement of Activities reduces gross expenses (including depreciation) by related program revenues, operating and capital grants. The program revenues must be directly associated with the function. However, the District does not have any program revenues for this fiscal period.

The net cost by function is normally covered by general revenues (intergovernmental revenues, interest income, etc). The District does not currently employ indirect cost allocation systems.

The government-wide focus is more on the sustainability of the District as an entity and the change in aggregate financial position resulting from the activities of the fiscal period. The governmental fund statements are presented on a current financial resource and modified accrual basis of accounting. This presentation is deemed appropriate to (a) demonstrate legal compliance, (b) demonstrate the source and use of liquid resources, and (c) demonstrate how the District's actual experience conforms to the budget or fiscal plan.

GASB provides that for governments engaged in a single governmental program, the fund financial statements and the government-wide statements may be combined. The District presents the general fund in the first column. The next column is an adjustments column. It reconciles the amounts reported in the governmental funds to show how each would change when reported on the full-accrual basis of accounting. The last column of these combination statements shows the amounts that normally would appear in the government-wide statements.

Expenses are reported by category, rather than by function since the District has only one function – providing emergency services to the residents of the District.

BASIS OF ACCOUNTING

Basis of accounting refers to the point at which revenues or expenditures/expenses are recognized in the accounts and reported in the financial statements. It relates to the timing of the measurements made, regardless of the measurement focus applied.

The government-wide financial statements are presented on an accrual basis of accounting. Under the accrual basis of accounting, revenues are recognized when earned and expenses are recorded when the liability is incurred or economic asset used. Revenues, expenses, gains, losses, assets, and liabilities resulting from exchange and exchange-like transactions are recognized when the exchange takes place.

Governmental fund financial statements are reported using the current financial resources measurement focus and are accounted for using the modified accrual basis of accounting. Under the modified accrual

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

basis of accounting, revenues are recognized when susceptible to accrual; i.e., when they become both measurable and available. "Measurable" means the amount of the transaction can be determined and "available" means collectible within the current period or soon enough thereafter to be used to pay liabilities of the current period. The District considers all revenues as available if they are collected within 60 days after year-end. Expenditures are recorded when the related fund liability is incurred.

In applying the "susceptible to accrual" concept to intergovernmental revenues, the provider should recognize liabilities and expenses and the recipient should recognize receivables and revenues when the applicable eligibility requirements including time requirements, are met. Resources transmitted before the eligibility requirements are met, under most circumstances, should be reported as advances by the provider and deferred revenue by the recipient.

BUDGETS

The District follows these procedures in establishing the budget reflected in the financial statements:

1. Prior to the beginning of each fiscal year, the District prepares a budget. The operating budget includes proposed expenditures and the means of financing those expenditures and is prepared in accordance with the basis of accounting utilized by that fund.

2. Public meetings are conducted at which all interested persons' comments concerning the budget are heard. After such meetings, the Board of Commissioners formally adopts the budget through passage of a motion in a public meeting.

3. The District amends the budget throughout the year approving such additional expenses. The original and final amended budgets are used in presenting the Statement of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual.

4. All annual appropriations lapse at fiscal year-end.

CAPITAL ASSETS

The accounting treatment over property, plant, and equipment (capital assets) depends on whether the assets are reported in the government-wide or fund financial statements.

Government-wide Statements

In the government-wide financial statements, fixed assets are accounted for as capital assets. Property, plant, and equipment purchased or acquired is carried at historical cost or estimated historical cost. Contributed assets are recorded at the fair market value as of the date received. Additions, improvements, and other capital outlays that significantly extend the useful life of an asset are capitalized. Other costs incurred for repairs and maintenance are expensed as incurred.

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Depreciation of all exhaustible capital assets is recorded as an allocated expense in the Statement of Activities, with accumulated depreciation reflected in the Statement of Net Position. Depreciation on all assets is provided on the straight-line basis over the estimated useful lives with no salvage value. The range of estimated useful lives by type of asset is as follows:

Vehicles	5-10 years
Other Equipment	5-20 years

The District does not own any infrastructure assets.

EQUITY CLASSIFICATIONS

Government-wide Statements

Equity is classified as net position and displayed in three components:

a. Net Investment in capital assets– Consists of capital assets including restricted capital assets, net of accumulated depreciation and reduced by the outstanding balances of any bonds, mortgages, notes, or other borrowings that are attributable to the acquisition, construction, or improvement of those assets.

b. Restricted net position – Consists of net position with constraints placed on the use either by (1) external groups such as creditors, grantors, contributors, or laws or regulation of other government; or (2) law through constitutional provisions or enabling legislation.

c. Unrestricted net position – All other net position that do not meet the definition of "restricted" or "net investment in capital assets."

Fund Financial Statements

Governmental fund equity is classified as fund balance. Fund balance is further classified as non-spendable or spendable with spendable being further classified into restricted, committed, assigned or unassigned.

RISK MANAGEMENT

The District is exposed to various risks of losses related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters. The District purchases its insurance from regular commercial companies. As of September 30, 2020, no claims or losses have been incurred that were not covered by insurance. There is no liability due to any claim or suit having ever been filed.

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

USE OF ESTIMATES

The preparation of financial statements requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities as of the date of the financial statements and the reported amounts of income and expenses during the period. Operating results in the future could vary from the amounts derived from management's estimates.

DEFERRED OUTFLOWS/INFLOWS OF RESOURCES

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, *deferred outflows of resources*, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then.

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, *deferred inflows of resources,* represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time.

RECENTLY ISSUED ACCOUNTING PRONOUNCEMENTS

In June 2017, the GASB issued GASB Statement No. 87, Leases, effective for fiscal years beginning after June 15, 2021. The objective of GASB Statement No. 87 is to improve accounting and financial reporting for leases by governments by requiring recognition of certain lease assets and liabilities that previously were classified as operating leases and recognized as inflows of resources or outflows of resources based on the payment provisions of the contract. GASB Statement no. 87 establishes a single model for lease accounting based on the foundational principle that leases are financings of the right to use an underlying asset. Under GASB Statement No. 87, a lessee is required to recognize a lease liability and an intangible right-to-use asset, and a lessor is required to recognize a lease receivable and deferred inflow of resources. Management is evaluating the effects that the full implementation of GASB Statement No. 87 will have on its financial statements for the year ended September 30, 2022.

NOTE 2: PROPERTY TAXES

The District property tax is levied each October 1 on the assessed value listed as of the previous January 1 for all real property located in the District. The District's property tax is levied each October 1 on the assessed value listed as of the prior January 1 for all real and business personal property located in the District. An enforceable lien is attached to the property as of January 1. The assessed value of the roll as of January 1, 2019, upon which the 2019 levy was based, was $ 542,257,773 as certified by the Williamson County Central Appraisal District.

Taxes are due by January 31 following the October 1 levy date. The total 2019 levy was $ 503,839 and the tax rate was $ 0.092915 per $100 assessed valuation. Property taxes are considered fully collectible and therefore no allowance for uncollectible taxes is provided.

NOTE 3: DEPOSITS, SECURITIES, AND INVESTMENTS

Deposits were with a contracted depository bank, Union State Bank. As of year-end, deposits did not exceed FDIC coverage (category 1). As of September 30, 2020, the carrying amount of the District's deposits was $ 192,443 and the bank balance was $ 219,997.

The collateral pledged is represented by specific identifiable investment securities and classified as to credit risk by the three categories described below:

Category 1 - Insured by FDIC or collateralized with securities held by the District or by its agent in its name.
Category 2 - Uninsured but collateralized with securities held by the pledging financial institution's trust department or agent in the District's name.
Category 3 - Uncollateralized.

NOTE 4: CAPITAL ASSETS

Capital asset activity for the year ended September 30, 2020, was as follows:

	Balance 10/1/2019	Additions/ Completions	Retirements/ Adjustments	Balance 9/30/2020
Governmental Activities:				
Capital assets not being depreciated:				
Land	111,969	-	-	111,969
Total capital assets not being depreciated	111,969	-	-	111,969
Capital assets, being depreciated:				
Vehicles	581,183	-	-	581,183
Equipment	227,647	-	-	227,647
Building	1,619,923	-	-	1,619,923
Total capital assets being depreciated	2,428,753	-	-	2,428,753
Total capital assets	2,540,722	-	-	2,540,722
Less accumulated depreciation:	(622,476)	(76,237)	-	(698,713)
Total capital assets, net of depreciation	1,806,277	(76,237)	-	1,730,040
Governmental activities capital assets, net	1,918,246	(76,237)	-	1,842,009

Current year depreciation expense was $ 76,237.

The District received a donation of land and building from the City of Florence. In the terms of the agreement the property will revert back to the City if the District discontinues use of the property from its primary purpose, a fire station and secondary purpose as District offices.

NOTE 5: LIABILITIES

Transactions for the year ended September 30, 2020, are summarized as follows:

	Balance 9/30/2019	Additions	Payments	Balance 9/30/2020	Due within one year
Government Capital Corp	724,466	-	27,605	696,861	28,670
Total Capital Leases	$ 724,466	$ -	$ 27,605	$ 696,861	$ 28,670
Compensated Absences	11,454	4,065	-	15,519	-
Total Governmental	$ 735,920	$ 4,065	$ 27,605	$ 712,380	$ 28,670

Annual Payments required to amortize lease obligation outstanding as of September 30, 2020, including interest payments, are as follows:

Year Ending September 30	Principal	Interest	Total
2021	$ 28,670	$ 26,210	$ 54,880
2022	29,770	25,110	54,880
2023	30,912	23,968	54,880
2024	32,097	22,783	54,880
2025	33,329	21,551	54,880
2026-2030	186,831	87,570	274,400
2031-2035	225,523	48,878	274,400
2036-2038	129,730	7,486	137,216
Total	$ 696,861	$ 263,556	$ 960,417

The District entered into a loan agreement for the financing of the construction of a new fire station (Andice Station), pledging tax revenue as security, for $ 765,000, at 3.8% for 20 years. Payments $ 27,440 are made semi-annual beginning July 1, 2018 until January 1, 2038.

Compensated absences represent the estimate liability for employees' accrued vacation for which employees are entitled to be paid upon termination. The retirement of this liability is paid from the General Fund.

NOTE 6: ACCOUNTS RECEIVABLE

Accounts receivable at year end consist of the following:

Sales Tax	$ 20,189
Texas Forest Services	10,635
FEMA/COVID	13,881
	$ 44,705

NOTE 7: PENSION

Plan Description. Williamson County Emergency Services District #7 participates in the Texas County & District Retirement System (TCDRS), which is a statewide, agent multiple-employer, public employee retirement system.

a. A brief description of benefit terms:

   1) All full- and part-time non-temporary employees participate in the plan, regardless of the number of hours they work in a year. Employees in a temporary position are not eligible for membership.

   2) The plan provides retirement, disability and survivor benefits.

   3) TCDRS is a savings-based plan. For the district's plan, 4% of each employee's pay is deposited into his or her TCDRS account. By law, employee accounts earn 7% interest on beginning of year balances annually. At retirement, the account is matched at an employer set percentage (current match is 100%) and is then converted to an annuity.

   4) There are no automatic COLAs. Each year, the district may elect an ad hoc COLA for its retirees (if any). There are two COLA types, each limited by actual inflation.

   5) Benefit terms are established under the TCDRS Act. They may be amended as of Jan. 1 each year, but must remain in conformity with the Act.

b. Membership information is shown in the chart below.

c. The district's contribution rate is calculated annually on an actuarial basis, although the employer may elect to contribute at a higher rate. The Williamson County Emergency Services District #7 contribution rate is based on the TCDRS funding policy adopted by the TCDRS Board of Trustees and must conform with the TCDRS Act. The employee contribution rates are set by the district and are currently 4%. Contributions to the pension plan from the district for 2018 are shown in the Schedule of Employer Contributions.

d. The most recent comprehensive annual financial report for TCDRS can be found at the following link, www.tcdrs.org.

Employee membership data related to the Plan, as of the valuation date of December 31, 2019, was as follows:

Members	Dec. 31, 2018	Dec. 31, 2019
Number of inactive employees entitled to but not yet receiving benefits	N/A	1
Number of active employees	N/A	13
Average monthly salary:	N/A	$ 2,098
Average age:	N/A	33.63
Average length of service in years:	N/A	3.28

Inactive Employees (or their Beneficiaries) Receiving Benefits		
Number of benefit recipients:	N/A	0
Average monthly benefit:	N/A	$ 0

NOTE 7: PENSION (continued)

Net Pension Liability

The District's net pension liability was measured as of December 31, 2019, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date.

Actuarial Assumptions. The total pension liability in the December 31, 2019, actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

Valuation Timing — Actuarially determined contribution rates are calculated on a calendar year basis as of December 31, two years prior to the end of the fiscal year in which the contributions are reported.

Actuarial Cost Method — Entry Age Normal

Amortization Method

Recognition of economic/demographic gains or losses
Straight-Line amortization over Expected Working Life

Recognition of assumptions changes or inputs
Straight-Line amortization over Expected Working Life

Asset Valuation Method

Smoothing period	5 years
Recognition method	Non-asymptotic
Corridor	None

Inflation — 2.75%

Salary Increases — The annual salary increase rates assumed for individual members vary by length of service and by entry-age group. The annual rates consist of a general wage inflation component of 3.25% (made up of 2.75% inflation and 0.5% productivity increase assumptions) and a merit, promotion, and longevity component that on average approximates 1.6% per year for a career employee.

Investment Rate of Return — 8.10%

Cost-of-Living Adjustments — Cost-of-Living Adjustments for Williamson County Emergency Services District #7 are not considered to be substantively automatic under GASB 68. Therefore, no assumption for future cost-of-living adjustments is included in the GASB calculations. No assumption for future cost-of-living adjustments is included in the funding valuation.

Retirement Age — Deferred members are assumed to retire (100% probability) at the later of: a) age 60 b) earliest retirement eligibility.

(For all eligible members ages 75 and later, retirement is assumed to occur immediately.)

Turnover — New employees are assumed to replace any terminated members and have similar entry ages.

Mortality

Depositing members	90% of the RP-2014 Active Employee Mortality Table for males and 90% of the RP-2014 Active Employee Mortality Table for females, projected with 110% of the MP-2014 Ultimate scale after 2014.
Service retirees, beneficiaries and non-depositing members	130% of the RP-2014 Healthy Annuitant Mortality Table for males and 110% of the RP-2014 Healthy Annuitant Mortality Table for females, both projected with 110% of the MP-2014 Ultimate scale after 2014.
Disabled retirees	130% of the RP-2014 Healthy Annuitant Mortality Table for males and 115% of the RP-2014 Healthy Annuitant Mortality Table for females, both projected with 110% of the MP-2014 Ultimate scale after 2014.

NOTE 7: PENSION (continued)

Long-Term Expected Rate of Return

The long-term expected rate of return on TCDRS assets is determined by adding expected inflation to expected long-term real returns, and reflecting expected volatility and correlation. The capital market assumptions and information shown below are provided by TCDRS' investment consultant, Cliffwater LLC. The numbers shown are based on April 2020 information for a 10-year time horizon.

Note that the valuation assumption for long-term expected return is re-assessed at a minimum of every four years, and is set based on a long-term time horizon; the most recent analysis was performed in 2017. See Milliman's TCDRS Investigation of Experience report for the period January 1, 2013 – December 31, 2016 for more details.

Asset Class	Benchmark	Target Allocation[1]	Geometric Real Rate of Return [2]
US Equities	Dow Jones US Total Stock Market Index	14.50%	5.20%
Private Equity	Cambridge Associates Global Private Equity & Venture Capital Index [3]	20.00%	8.20%
Global Equities	MSCI World (net) Index	2.50%	5.50%
International Equities – Developed Markets	MSCI World Ex USA (net) Index	7.00%	5.20%
International Equities – Emerging Markets	MSCI Emerging Markets (net) Index	7.00%	5.70%
Investment-Grade Bonds	Bloomberg Barclays U.S. Aggregate Bond Index	3.00%	-0.20%
Strategic Credit	FTSE High-Yield Cash-Pay Capped Index	12.00%	3.14%
Direct Lending	S&P/LSTA Leveraged Loan Index	11.00%	7.16%
Distressed Debt	Cambridge Associates Distressed Securities Index [4]	4.00%	6.90%
REIT Equities	67% FTSE NAREIT Equity REITs Index +33% S&P Global REIT (net) Index	3.00%	4.50%
Master Limited Partnerships (MLPs)	Alerian MLP Index	2.00%	8.40%
Private Real Estate Partnerships	Cambridge Associates Real Estate Index[5]	6.00%	5.50%
Hedge Funds	Hedge Fund Research, Inc. (HFRI) Fund of Funds Composite Index	8.00%	2.30%

(1) Target asset allocation adopted at the June 2020 TCDRS Board meeting.

(2) Geometric real rates of return equal the expected return minus the assumed inflation rate of 1.80%, per Cliffwater's 2020 capital market assumptions.

(3) Includes vintage years 2006-present of Quarter Pooled Horizon IRRs.

(4) Includes vintage years 2005-present of Quarter Pooled Horizon IRRs.

(5) Includes vintage years 2007-present of Quarter Pooled Horizon IRRs.

NOTE 7: PENSION (continued)

Net Pension Liability / (Asset)

Net Pension Liability / (Asset)	Dec. 31, 2018	Dec. 31, 2019
Total pension liability	$ -0-	$ 7,944
Fiduciary net position	-0-	9,012
Net pension liability / (asset)	-0-	(1,068)
Fiduciary net position as a % of total pension liability	0.00%	113.45%
Pensionable covered payroll (1)	-0-	$ 153,930
Net pension liability as a % of covered payroll	0.00^	(0.69%)

The total pension liability was determined by an actuarial valuation as of the valuation date, calculated based on the discount rate and actuarial assumptions below.

Note: Rounding differences may exist above or in other tables in this report.

(1) Payroll is calculated based on contributions as reported to TCDRS.

Discount Rate		
Discount rate(2)	8.10%	8.10%
Long-term expected rate of return, net of investment expense(2)	8.10%	8.10%
Municipal bond rate(3)	Does not apply	Does not apply

(2) This rate reflects the long-term rate of return funding valuation assumption of 8.00%, plus 0.10%adjustment to be gross of administrative expenses as required by GASB 68.

(3) The plan's fiduciary net position is projected to be available to make all projected future benefit payments of current active, inactive, and retired members. Therefore, the discount rate for calculation the total pension liability is equal to the long-term expected rate of return, and the municipal bond rate does not apply.

NOTE 7: PENSION (continued)

Changes in Net Pension Liability / (Asset)

Changes in Net Pension Liability/(Asset)	Total Pension Liability (a)	Fiduciary Net Position (b)	Net Pension Liability/(Asset) (a) – (b)
Balances as of December 31, 2018	$-0-	$-0-	$-0-
Changes for the year:			
Service cost	7,343		7,343
Interest on total pension liability[1]	595		595
Effect of plan changes[2]	0		0
Effect of economic/demographic gains or losses	6		6
Effect of assumptions changes or inputs	0		0
Refund of contributions	0	0	0
Benefit payments	0	0	0
Administrative expenses		(7)	7
Member contributions		6,157	(6,157)
Net investment income		(9)	9
Employer contributions		2,571	(2,571)
Other[3]	0	300	(300)
Balances as of December 31, 2019	$7,944	$9,012	($1,068)

(1) Reflects the change in the liability due to the time value of money. TCDRS does not charge fees or interest.

(2) No plan changes valued.

(3) Relates to allocation of system-wide items.

Sensitivity Analysis

The following presents the net pension liability of the district, calculated using the discount rate of 8.10%, as well as what the ESD net pension liability would be if it were calculated using a discount rate that is 1 percentage point lower or 1 percentage point higher than the current rate.

	1% Decrease 7.10%	Current Discount Rate 8.10%	1% Increase 9.10%
Total Pension Liability	$ 9,801	$7,944	$6,564
Fiduciary Net Position	9,012	9,012	9,012
Net pension liability/(asset)	$789	($1,068)	($2.448)

NOTE 7: PENSION (continued)

As of September 30, 2020, the deferred inflows and outflows of resources are as follows:

Deferred Inflows/Outflows of Resources

	Deferred Inflows of Resources	Deferred Outflows of Resources
Differences between expected and actual experience	$ -0-	$ 6
Changes of assumption	0	0
Net difference between projected and actual earnings	0	294
Contributions made subsequent to measurement date	N/A	3,977
Totals	$ -0-	$ 4,277

The $ 3,977 reported as deferred outflows of resources related to pension resulting from District contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ended September 30, 2020. The remaining amounts currently reported as deferred outflows of resources related to pensions will be recognized in pension expenses as follows:

Year ended September 30:	
2020	$ 73
2021	73
2022	73
2023	75
2024	0
Thereafter[1]	6

(1) Total remaining balance to be recognized in future years, if any. Note that additional future deferred inflows and outflows of resources may impact these numbers.

Payable to the Pension Plan

At September 30, 2020, the District had fully funded the amount of employer and employee contributions to the pension plan required for the year ended September 30, 2020.

NOTE 8: FUND BALANCE CLASSIFICATION

The District complies with GASB Statement No. 54, *Fund Balance Reporting and Governmental Fund Type Definitions*, which establishes fund balance classifications that comprise a hierarchy based primarily on the extent to which a government is bound to observe constraints imposed upon the use of the resources reported in governmental funds. Those fund balance classifications are described below.

Non-spendable - Amounts that cannot be spent because they are either not in a spendable form or are legally or contractually required to be maintained intact.

NOTE 8: FUND BALANCE CLASSIFICATION (continued)

Restricted - Amounts that can be spent only for specific purposes because of constraints imposed by external providers, or imposed by constitutional provisions or enabling legislation.

Committed - Amounts that can only be used for a specific purpose pursuant to approval by formal action by the Board.

Assigned - For the General Fund, amounts that are appropriated by the Board or Board designee that are to be used for specific purposes. For all other governmental funds, any remaining positive amounts not previously classified as non-spendable, restricted, or committed.

Unassigned - Amounts that are available for any purpose; these amounts can be reported only in the District's General Fund.

The detail of the fund balance is included in the Governmental Fund Balance Sheet on page 8.

Fund balance of the District may be committed for a specific purpose by formal action of the Board, the District's highest level of decision-making authority. Commitments may be established, modified, or rescinded only through a resolution approved by the Board. The Board has delegated the authority to assign fund balance for a specific purpose to the District's Chief or Assistant Chief.

In circumstances where an expenditure is to be made for a purpose for which amounts are available in multiple fund balance classifications, the order in which resources will be expended is as follows: restricted fund balance, committed fund balance, assigned fund balance, and lastly, unassigned fund balance.

As of September 30, 2020, the District has not adopted a minimum fund balance policy.

NOTE 9: EXPLANATION OF DIFFERENCES BETWEEN GOVERNMENTAL FUND AND GOVERNMENT-WIDE STATEMENTS

Differences between the Governmental Fund Balance Sheet and the Statement of Net Position:

The differences (as reflected in the adjustments column) primarily result from the long-term economic resources focus of the statement of net position versus the current financial resources focus of the governmental fund balance sheet.

The amount reported as Pension Asset and Deferred outflows related to the pension are not due and payable in the current period and, therefore, are not reported in the funds.

Pension Asset	$ 1,068
Deferred outflows related to pension liability	4,277

NOTE 9: EXPLANATION OF DIFFERENCES BETWEEN GOVERNMENTAL FUND AND GOVERNMENT-WIDE STATEMENTS (continued)

When capital assets (land, buildings, equipment) that are to be used in governmental activities are purchased or constructed, the costs of those assets are reported as expenditures in governmental funds. However, the statement of net position includes those capital assets among the assets of the District as a whole.

Cost of capital assets	$ 2,540,722
Accumulated Depreciation	(698,713)
	$ 1,842,009

Interest on long-term debt is not accrued in governmental funds, but rather is recognized as an expenditure when due.

Accrued interest payable	$ 6,602

Long-term liabilities applicable to the district's governmental activities are not due and payable in the current period and accordingly are not reported as fund liabilities. All liabilities – both current and long-term—are reported in the statement of net assets.

Due within one year	$ 28,670
Due after one year	683,710

Taxes receivable and interlocal agreement (county) are offset by deferred revenues in the governmental funds and thus are not included in fund balance.

Property Taxes	$ (18,186)
Interlocal Contribution	$ (14,158)

Differences between the Governmental Fund Operating Statement and the Statement of Net Activities:

The differences (as reflected in the adjustments column) arise primarily from the long-term economic resources focus of the statement of activities versus the current financial resources focus of the governmental funds.

Some expenses reporting in the statement of activities do not require the use of current financial resources and therefore are not reported as expenditures in governmental funds.

Adjustment for Compensated Leave	$ 4,065
Adjustment for Pension Asset	(1,068)
Change in Deferred Outflows related to Pension	(4,277)
Total adjustment	$ (1,280)

When capital assets that are to be used in governmental activities are purchased or constructed, the resources expended for those assets are reported as expenditures in governmental funds. However, in the statement of activities the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense.

Capital Outlay	$ -0-
Depreciation Expense	76,237

NOTE 9: EXPLANATION OF DIFFERENCES BETWEEN GOVERNMENTAL FUND AND GOVERNMENT-WIDE STATEMENTS (continued)

Repayment of capital lease obligations is reported as an expenditure in governmental funds. For the district as a whole, however, the principal payments reduce the liabilities in the statement of net assets and do not result in an expense in the statement of activities.

Payment of Principal	$ (27,605)

Interest expense in the statement of activities differs from the amount reported in governmental funds because additional accrued interest was calculated for capital lease obligations.

Change in accrued interest payable	$ (262)

Because some property taxes will not be collected for several months after the district's year end, they are not considered as "available" revenues in the governmental funds.

Adjustment for property taxes collected after year-end	$ 1,686

NOTE 10: DATE OF MANAGEMENT'S REVIEW

Management has evaluated subsequent events through the date the financial statements were available to be issued.

NOTE 11: COMMITTMENT

The District entered into an agreement with Williamson County whereby the County paid $ 300,000 towards the construction cost of the Andice station. Under this agreement the District will provide to the County housing bay for one EMS response vehicle and housing (bedroom, office, and storage) for EMS personnel for an unspecified time at no additional future cost. The County may terminate this agreement without cause upon a 90-day notice. The District may terminate this agreement after 5 years from the date of final completion of the station with or without cause with 180 days written notice. Under the terms of the agreement should the District terminate this agreement prior to the 5-year period the District would have to repay the $ 300,000. If beginning in the sixth year the District terminates, only $ 150,000 would be repaid and a credit of $ 30,000/year would be granted for years 7-10, that after the 10th year no repayment would be required. The District currently does not expect to terminate this agreement, and no liability has been established.

NOTE 15: SUBSEQUENT EVENTS

The Coronavirus (COVID-19) pandemic impacted the nation, leading to consumer uncertainties and financial setbacks for many businesses and individuals. COVID-19 may have a continued material adverse impact on economic and market conditions, triggering a period of global economic slowdown. Management continues to monitor and evaluate the continually evolving environment associated with the virus. While it is not possible at this time to estimate the impact that COVID-19 will have on the District's operations, the pandemic could adversely affect the District's financial position and activities.

Required Supplemental Information

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 7
GOVERNMENTAL FUND REVENUES, EXPENDITURES, AND
BUDGET TO ACTUAL COMPARISON - GENERAL FUND
FOR THE YEAR ENDING SEPTEMBER 30, 2020

	Budget		Actual Amounts Budgetary Basis	Variance Favorable/ (Unfavorable)
	Original	Final		
GENERAL REVENUES				
Ad Valorem Taxes	$ 457,305	$ 475,370	$ 503,708	28,338
Penalty & Interest	2,500	3,500	3,732	232
Sales Tax	83,000	92,000	123,707	31,707
Interest Income	-	600	1,159	559
Grants/Contributions	43,000	47,700	45,551	(2,149)
Miscellaneous	100	10,160	32,947	22,787
Total General Revenues	$ 585,905	$ 629,330	$ 710,804	81,474
EXPENDITURES/EXPENSES				
VFD Contract	$ 418,518	$ -	$ -	-
Apparatus	-	35,350	35,710	(360)
Utilities	-	14,480	15,105	(625)
Maintenance and Repairs	-	2,650	10,203	(7,553)
Professional Fees	16,000	16,500	14,937	1,563
Office Expense/Postage	-	10,750	9,375	1,375
Insurance	15,100	34,600	30,908	3,692
Appraisal District & Tax Collector Fees	2,800	2,800	2,989	(189)
Fire Equipment & Supplies	-	22,125	31,439	(9,314)
Communications	1,000	13,025	9,318	3,707
EMS	-	3,900	957	2,943
Training	-	7,500	9,431	(1,931)
Miscellaneous	5,800	5,000	7,286	(2,286)
Personnell	-	357,600	369,522	(11,922)
Reserve	-	2,180	-	2,180
Capital Outlay	18,000	-	-	-
Debt Service:				
Principal	108,687	100,870	27,605	73,265
Interest	-	-	27,264	(27,264)
Total expenditures/expenses	$ 585,905	$ 629,330	$ 602,049	27,281
Excess (Deficiency) of revenues over expenditures	-	-	108,755	108,755
Net Change in Fund Balance	-	-	108,755	
Fund Balance Beginning of the year			140,294	
End of the year			$ 249,049	

See Accompanying Notes to the Financial Statements

Williamson County Emergency Services District #7
Schedule of Changes in Net Pension Liability and Related Ratios

	Year Ended December 31									
	2019	2018	2017	2016	2015	2014	2013	2012	2011	2010
Total Pension Liability										
Service cost	7,343	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Interest on total pension liability	595	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Effect of plan changes	-	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Effect of assumption changes or inputs	-	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Effect of economic/demographic (gains) or losses	6	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Benefit payments/refunds of contributions	-	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Net change in total pension liability	7,944	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Total pension liability, beginning	-	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Total pension liability, ending (a)	7,944	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Fiduciary Net Position										
Employer contributions	2,571	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Member contributions	6,157	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Investment income net of investment expenses	(9)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Benefit payments/refunds of contributions	-	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Administrative expenses	(7)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Other	300	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Net change in fiduciary net position	9,012	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Fiduciary net position, beginning	-	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Fiduciary net position, ending (b)	9,012	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Net pension liability / (asset), ending = (a) - (b)	(1,068)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Fiduciary net position as a % of total pension liability	113.44%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Pensionable covered payroll	153,930	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Net pension liability as a % of covered payroll	-0.69%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

Williamson County Emergency Services District #7
Schedule of Employer Contributions

Year Ending September 30	Actually Determined Contribution	Actual Employer Contibution	Contribution Deficiency (Excess)	Pensionable Covered Payroll	Actual Contribution as a % of Covered Payroll
2018	-	-	-	-	0.0%
2019	2,571	2,571	-	153,930	1.7%

Williamson County Emergency Services District No. 7
Notes to the Schedule of Employer Contributions
For the year ending September 30, 2020

Valuation Date:	Actuarially determined contribution rates are calculated each December 31, two years prior to the end of the fiscal year in which contributions are reported.
Methods and assumptions used to determine contribution rates:	
Actuarial Cost Method	Entry Age
Amortization Method	Level percentage of payroll, closed
Remaining Amortization Period	0.00 (based on contribution rate calculated in 12/31/2019 valuation)
Asset Valuation Method	5-year smoothed market
Inflation	2.75%
Salary Increases	Varies by age and service. 4.9% average over career including inflation.
Investment rate of Return	8.00%, net of investment expenses, including inflation
Retirement Age	Members who are eligible for service retirement are assumed to commence receiving benefit payments based on age. The average age at service retirement for recent retirees is 61.
Mortality	130% of the RP-2014 Healthy Annuitant Mortality Table for males and 110% of the RP-2014 Healthy Annuitant Mortality Table for females, both projected with 110% of the MP-2014 Ultimate scale after 2014
Changes in Assumptions and Methods Reflected in the Schedule of Employer Contributions	2015: New inflation, mortality and other assumptions were reflected. 2017: new Mortality assumptions were reflected.
Changes in Plan Provisions Reflected in the Schedule	2015: No changes in plan provisions were reflected in the Schedule. 2016: No changes in plan provisions were reflected in the Schedule. 2017: New Annuity Purchase Rates were reflected for benefits earned after 2017 2018: No changes in plan provisions were reflected in the Schedule. 2019: No changes in plan provisions were reflected in the Schedule.

**Only changes effective 2015 and later are shown in the Notes to Schedule.*

Williamson County
Emergency Services District No. Eight
Financial Statements
September 30, 2020

Williamson County Emergency Services District No. 8
For the Year Ending September 30, 2020

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MEDACK & OLTMANN, LLP
CERTIFIED PUBLIC ACCOUNTANTS

PARTNERS
James E. Medack, CPA
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MEMBERS
American Institute of
Certified Public Accountants
Texas Society of
Certified Public Accountants

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
Williamson County Emergency Services District No. 8

We have audited the accompanying financial statements of the governmental activities, and each major fund, of Williamson County Emergency Services District No. 8, as of and for the year ended September 30, 2020, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment including the assessment of the risks of material misstatements of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, and each major fund, of Williamson County Emergency Services District No. 8, as of September 30, 2020, and the respective changes in financial position thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

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Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information on pages 3 through 9 and 23 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Medack & Oltmann, LLP

Medack & Oltmann, LLP
Giddings, Texas
February 18, 2021

3500 D.B. Wood Rd.
78628
512/930-FIRE (3473)



Georgetown, TX

Management's Discussion and Analysis

This is the discussion and analysis of the Williamson County ESD #8 for fiscal year ending September 30, 2020.

Citizens and taxpayers want a clear picture of the financial health of their governments, which includes Emergency Services Districts. They also want to know how their tax dollars were spent and how much it costs to provide major services such as firefighting, fire prevention and rescue services. The concept of financial accountability of elected or appointed officials is reflected in the standards adopted by the Governmental Accounting Standards Board (GASB) for annual financial reporting.

This Management Discussion and Analysis (MD&A) is composed with the GASB concepts in mind. Please read it in conjunction with the District's financial statements, which follow this section.

Financial Highlights

- *The Districts total net position for the fiscal year exceeded the liabilities of $3,360 by $5,013,470.*
- *Change in net position from current operations was $(181,028) resulting in cash reserves of $4,310,106 at the end of the fiscal year.*
- *The District continued the Fire Protection Services contract with the City of Georgetown at an annual cost of $3,692,378.*

Using This Annual Report

This annual report consists of two financial statements. GASB Statement No. 34 provides that for governments engaged in a single government program, the fund financial statements and the government-wide statements may be combined. These combined statements appear on pages 10 and 11. The second column is an adjustments column, reconciling the amounts reported in the government funds to show how each would change when reported on the full-accrual basis of accounting. The last column of these combination statements shows the amounts that normally would appear in the government-wide statements.

Reporting the District as a Whole

The Statement of Net Position and the Statement of Activities present information about the District as a whole. These statements (as reported in the last column of each of the statements) include all of the District's assets and liabilities, utilizing the accrual basis of accounting which is similar to the accounting used by most private sector companies. All of the current year's revenues and expenses are taken into account regardless of when cash is received or paid.

These two columns report the District's net position and changes in them. The difference between assets and liabilities, net assets, are one way to measure the District's financial health. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the District is improving or deteriorating. However, other non-financial factors such as changes in the District's property tax base must also be considered in an assessment of the overall financial health of the District.

The Statement of Activities, also included on page 11, presents information showing how the District's net position changed during the most recent twelve-month period. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will result in cash flows in future fiscal periods.

Reporting the District's Funds

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The District, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. The District may establish other funds to help in control and manage money for particular purposes or to show that it is meeting its legal responsibilities for using certain taxes, grants and other money. These funds are reported using and accounting method called Modified Accrual accounting which measures cash and all other financial assets that can be readily converted to cash.

Governmental Funds

Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund statements focus on near-term inflows and outflows of spend-able resources, as well as on balances of spend-able resources available at the end of the fiscal year. Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare that information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. The District only reports using one fund that being the General Fund.

Notes to the Financial Statements

The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

The District as a Whole

Governmental activities decreased the District's net position by $181,028, approximately 3.48%. Our analysis below focuses on the net position (Table 1) and the changes in net position (Table 2) of the District's governmental activities:

Table 1
Government Activities
Net Position

Assets	9/30/2020	9/30/2019
Current Assets	$ 4,362,304	$ 4,506,129
Other Assets	-	-
Capital Assets	654,526	688,779
Total Assets	**$ 5,016,830**	**$ 5,194,908**
Liabilities		
Current Liabilities	$ 3,360	$ 410
Long-Term Liablilites		
Total Liabilities	**$ 3,360**	**$ 410**
Net Position		
Investment in capital assets	$ 654,526	$ 688,779
Restricted	-	-
Unrestricted	4,358,944	4,505,719
Total Net Position	**$ 5,013,470**	**$ 5,194,498**

Table 2
Government Activities
Changes in Net Position

	9/30/2020	9/30/2019
General Revenues		
Ad Valorem Taxes	$ 3,530,348	$ 3,252,130
Penalties & Interest on Taxes	14,780	10,992
Interest	61,047	61,079
Other	-	-
Total General Revenues	**$ 3,606,175**	**$ 3,324,201**
Expenditures/Expenses		
Legal Notices	$ 410	$ 1,180
Tax Collector/Appraisal District Fees	23,413	21,509
Insurance & Bonds	4,210	4,202
Professional Services	28,640	30,067
Contracted Services	3,692,378	3,587,662
Miscellaneous	652	652
Training Prevention Staffing Study	2,147	1,796
Association Dues	1,100	1,100
Office Supplies	-	247
Hydrant Project	-	-
Election Expense	-	-
Depreciation Expense	34,253	34,331
Debt Service		
Principal	-	-
Interest	-	-
Total Expenditures/Expenses	**$ 3,787,203**	**$ 3,682,746**
Change in Net Postion	**$ (181,028)**	**$ (358,545)**
Net Position - Fund Balance Beginning of Year	$ 5,194,498	$ 5,553,043
Net Position - Fund Balance Ending of Year	$ 5,013,470	$ 5,194,498
Change in Net Position		
Percent Increase or (decrease)	-3.48%	-6.46%

Capital Assets:

At the end of the fiscal year September 30, 2020, capital assets are as follows:

	2020	2019
Vehicles	342,528	342,528
Equipment	392	392
Accumulated Depreciation	(342,920)	(308,667)
Intangible - Right to Occupy	654,526	654,526
Accumulated Amortization	-	-
Governmental activities capital assets, net	654,526	688,779

Depreciation expense charged to the general fund was $ 34,253.

More detailed information about the District's Capital Assets is presented in Note 5 of the financial statements.

Financial Analysis of the Government's Funds

As noted earlier the District uses Fund accounting to ensure and demonstrate compliance with finance-related legal requirements. For the year ending 09/30/20, the District's total fund balance was $ 4,316,376 which reflects a net combined decrease of $ 141,477.

Approximately 98% of the District's FY 2020 income is derived from Ad Valorem property taxes, while the remainder is primarily Money Market Interest income. Interest rates have remained extremely low in the last year and the District received only about 1.69% of its total income on its cash investments.

Revenues	October 2019 to September 2020	
Property Taxes	$ 3,535,646	97.90%
Penalties & Interest	14,780	0.41%
Interest Income	61,047	1.69%
Total	$ 3,611,473	100.00%

Budgetary Highlights

The District's annual budget includes estimated revenues and expenditures for fiscal year that begins each October 1. The annual budget is a "line-item" document that helps guide the Board of Commissioners through the year with a high degree of financial control over District expenditures.

Estimates of taxable value for the year are provided by the Williamson County Tax Appraisal Office. That estimate, combined with an estimate of historical tax collection rates for the District is used to estimate Ad Valorem Revenues and Establish a Tax Rate for the District.

In the fiscal year ending September 30, 2020, the Net Taxable (Assessed) Valuation of the District was $3,519,287,026 resulting in a total tax levy of $3,519,287 based on a tax rate of $0.10 per $100 valuation.

The District's 2019/2020 Budget resulted in actual expenditures of $3,752,950 vs the budget of $3,783,896.

Total revenues were $3,611,473 or $46,292 greater than the final budgeted amount. Ad Valorem tax revenue was $3,535,646 or $11,065, greater than the budgeted amounts. This resulted in an overall favorable variance of $77,238.

Review of the financial operations of the District during the year yielded several Board directed changes to policy and operations. The district continues to be a low tax rate District with the lowest tax rate of current Districts in Williamson County. The contract with the City of Georgetown Fire Services Division is one of the primary reasons for that low cost and exceptional level of service delivery.

Currently Known Facts, Decisions and Economic Conditions

For the 2020 fiscal year, the tax rate for Williamson County Emergency Services District No. 8 was set at $0.10/$100 of assessed property value, which was the same tax rate as the previous year, and a property valuation increase of 8.55%. For the same period, the contract price with the City of Georgetown for fire and emergency services increased by 2.92%. The contract price continues to be based on a cost model that was developed by ESCI consultants in 2019 which takes into consideration elements of the cost of service that were not included in the previous cost model which was based solely on the percentage of call volume in the ESD compared to the City. These considerations include factors such as area covered, property values, risk factors, population served, and call volume compared to the City. This model has proven to be a more equitable means of establishing the true cost of service for ESD8. The ESD8 Board of Commissioners strives to provide the highest level of service and adopting a tax rate of $0.10/$100 of assessed property value is a reflection of the increasing cost of that service. ESD8 currently has a tax rate that is equal to the majority of the ESD's in Williamson County.

The construction of Fire Station 6 is complete and is fully operational. The station includes ESD8 office space which we have occupied, and a meeting room that is also available for community use. In exchange for funds the ESD initially spent on the construction of the station, a long term "Right to Occupy" agreement amortized over approximately 50 years has been put into place that guarantees the ESD full use of the office space and meeting room at no cost. Should the agreement be terminated prior to the 50 years, and an alternate location or method of amortization is not found, the City will pay the full remaining unamortized balance. This new agreement will be beneficial for the ESD and the community it serves as well as the City. The location of the new station near the intersection of FM3405 and Andice Road has greatly improved the coverage and response times in both the ESD and the City and may also serve to reduce homeowner's insurance premiums for residents in that area.

ESD8 continues to allocate funds for the installation of fire hydrants, where feasible, in areas of the district that have minimal or no coverage. All planned installations have been completed in the Jonah water district and funds are available for installations in the portion of the City of Georgetown water system that is located in the ESD. Additionally, the City of Georgetown has capped the cost of each hydrant installed on their system at $5,000.

Financial management of funds and payment for services continue to be handled through a contracted CPA firm with oversight and approvals by the Treasurer and President. The board retains this CPA firm to perform their bookkeeping which results in improvements in account organization, reserve accounting, and management of disbursements. All of these improvements are made without sacrificing checks and balances. The ESD's financial policy includes financial guidelines and firm practices related to capital financing, debt service coverage, reserve balances, cash management, and investing of public funds in compliance with Governmental Accounting Standards Board accounting principles.

The ESD Board's meeting schedule is the third Wednesday of each month at 6:00 pm to provide a consistent date and time which facilitates attendance by Commissioners, Fire Department personnel, and visitors. Also, ESD8 holds special meetings and workshops, as needed, to meet needs that cannot be achieved during monthly sessions.

The Emergency Services District's administration is now located in dedicated office space at Fire Station 6, which is located at 6700 Williams Drive, Georgetown, TX, 78633. This physical space provides security for our documents, contracts, and financial records.

Administratively, the ESD Policies and Procedures are current, comprehensive, and comprehendible. ESD8 has a fire code that is in sync with that of the City of Georgetown. In an effort to help taxpayers stay informed about the ESD's activities, we continue to maintain and enhance our website as well as pursue other actions to increase public awareness.

Contacting the District's Financial Management

This financial report is designed to provide a general overview of the District's finances for all those with an interest in the government's finances. Comments and/or questions concerning any of the information provided in this report or requests for additional financial information should be addressed to:

Williamson County ESD #8

Bobby Bunte - ESD 8 President
3500 D B Woods Rd.
Georgetown, TX 78628
Phone: 512-819-3104

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. EIGHT
GOVERNMENTAL FUNDS BALANCE SHEET AND
STATEMENT OF NET POSITION
SEPTEMBER 30, 2020

	General Fund	Adjustments (Note 8)	Statement of Net Position
ASSETS			
Cash	$ 4,310,106	$ -	$ 4,310,106
Property Taxes Receivable	42,567	-	42,567
Due from Other Governments	-	-	-
Prepaid Expenses	9,631	-	9,631
Capital Assets (net)	-	654,526	654,526
TOTAL ASSETS	$ 4,362,304	$ 654,526	$ 5,016,830
DEFERRED OUTFLOWS OF RESOURCES	$ -	$ -	$ -
LIABILITIES			
Accounts Payable	$ 3,360	$ -	$ 3,360
Deferred Revenues	-	-	-
Accrued Interest Payable	-	-	-
Long Term Liabilities-Due within one year	-	-	-
Long Term Liabilities-Due after one year	-	-	-
TOTAL LIABILITIES	$ 3,360	$ -	$ 3,360
DEFERRED INFLOWS OF RESOURCES			
Property Taxes	$ 42,567	$ (42,567)	$ -
FUND BALANCES/NET POSITION			
Fund balances:			
Non-Spendable	$ 9,631	$ (9,631)	$ -
Spendable			
Assigned	2,762,977	(2,762,977)	
Unassigned	1,543,768	(1,543,768)	
Total fund balances	4,316,376	(4,316,376)	-
Total liabilities and fund balances	$ 4,362,303	$ -	$
Net Position:			
Net Investment in Capital Assets		$ 654,526	654,526
Unrestricted		4,358,944	4,358,944
Restricted		-	-
Total Net Position		$ 5,013,470	$ 5,013,470

See Accompanying Notes to the Financial Statements

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. EIGHT
GOVERNMENTAL FUND REVENUES, EXPENDITURES, AND
CHANGES IN FUND BALANCES AND STATEMENT OF ACTIVITIES
FOR THE YEAR ENDING SEPTEMBER 30, 2020

	General Fund	Adjustments (Note 8)	Statement of Activities
EXPENDITURES/EXPENSES			
Legal Notices	$ 410	$ -	$ 410
Tax Collector/Appraisal District Fees	23,413	-	23,413
Insurance & Bonds	4,210	-	4,210
Professional Services	28,640	-	28,640
Contracted Services	3,692,378	-	3,692,378
Miscellaneous	652	-	652
Training	2,147	-	2,147
Association Dues	1,100	-	1,100
Office Supplies	-	-	-
Depreciation Expense	-	34,253	34,253
Total expenditures/expenses	$ 3,752,950	$ 34,253	$ 3,787,203
GENERAL REVENUES			
Ad valorem taxes	3,535,646	(5,298)	3,530,348
Penalties and Interest	14,780	-	14,780
Interest income	61,047	-	61,047
Miscellaneous	-		-
Total general revenues	$ 3,611,473	$ (5,298)	$ 3,606,175
Excess (Deficiency) of revenues over expenditures	(141,477)	141,477	-
Change in net position	-	(181,028)	(181,028)
Fund Balance/Net Position Beginning of the year	4,457,853	736,645	5,194,498
End of the year	$ 4,316,376	$ 697,094	$ 5,013,470

See Accompanying Notes to the Financial Statements

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The financial statements for the District have been prepared in accordance with generally accepted accounting principles (GAAP) as applied to governmental units. The Governmental Accounting Standards Board (GASB) is the standard-setting body for governmental accounting and financial reporting. The GASB periodically updates its codification of the existing Governmental Accounting and Financial Reporting Standards which, along with subsequent GASB pronouncements (Statements and Interpretations), constitutes GAAP for governmental units. More significant of these accounting policies are described below.

REPORTING ENTITY

The Williamson County Emergency Services District No. Eight (the District) was created by Article III, Section 48-e of the Constitution of Texas as proposed by SJR, No. 27, Acts of the 70th Legislature, Regular Session 1987, and adopted by the voters at an election held May 7, 2005, to protect life and property from fire and to conserve natural and human resources.

In evaluating how to define the government, for financial reporting purposes, management has considered all potential component units. The decision to include a potential component unit in the reporting entity was made by applying the criteria set forth in GAAP. The basic - but not the only - criterion for including a potential component unit with the reporting entity is the governing body's ability to exercise oversight responsibility. The most significant manifestation of this ability is financial interdependency. Other manifestations of the ability to exercise oversight responsibility include, but are not limited to, the selection of governing authority, the designation of management, the ability to significantly influence operations, and accountability for fiscal matters. A second criterion used in evaluating potential component units is the scope of public service. Application of this criterion involves considering whether the activity benefits the government and/or its citizens, or whether the activity is conducted within the geographic boundaries of the government and is generally available to its citizens. A third criterion used to evaluate potential component units for inclusion or exclusion from the reporting entity is the existence of special financing relationships, regardless of whether the government is able to exercise oversight responsibilities. Based upon the application of these criteria, no potential component units appear to exist.

BASIS OF PRESENTATION

Basic Financial Statements

GASB sets forth minimum criteria for the determination of major funds based on a percentage of the assets, liabilities, revenues or expenditures/expenses or either fund category or governmental and enterprise combined. Due to the fund structure of the District, all funds have been classified as major funds. As a part of this Statement, there is a reporting requirement regarding the local government's infrastructure (road, bridges, etc.) The District does not own any infrastructure assets and therefore is unaffected by this requirement.

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

The basic financial statements include both government-wide (based on the District as a whole) and fund financial statements. The reporting model focus is on either the District as a whole or major individual funds (within the fund financial statements). In the government-wide Statement of Net Position both the governmental and business-type activities columns are presented on a consolidated basis by column, and are reflected on a full accrual, economic resources basis, which incorporates long-term assets and receivables as well as long-term debt and obligations. The District does not have any business-type activities.

The government-wide Statement of Activities reflects both the gross and net cost per functional category which are otherwise being supported by general government revenues. The Statement of Activities reduces gross expenses (including depreciation) by related program revenues, operating and capital grants. The program revenues must be directly associated with the function. However, the District does not have any program revenues for this fiscal period.

The net cost by function is normally covered by general revenues (intergovernmental revenues, interest income, etc). The District does not currently employ indirect cost allocation systems.

The government-wide focus is more on the sustainability of the District as an entity and the change in aggregate financial position resulting from the activities of the fiscal period. The governmental fund statements are presented on a current financial resource and modified accrual basis of accounting. This presentation is deemed appropriate to (a) demonstrate legal compliance, (b) demonstrate the source and use of liquid resources, and (c) demonstrate how the District's actual experience conforms to the budget or fiscal plan.

GASB provides that for governments engaged in a single governmental program, the fund financial statements and the government-wide statements may be combined. The District presents the general fund in the first column. The next column is an adjustments column. It reconciles the amounts reported in the governmental funds to show how each would change when reported on the full-accrual basis of accounting. The last column of these combination statements shows the amounts that normally would appear in the government-wide statements.

Expenses are reported by category, rather than by function since the District has only one function – fire-fighting.

BASIS OF ACCOUNTING

Basis of accounting refers to the point at which revenues or expenditures/expenses are recognized in the accounts and reported in the financial statements. It relates to the timing of the measurements made, regardless of the measurement focus applied.

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

The government-wide financial statements are presented on an accrual basis of accounting. Under the accrual basis of accounting, revenues are recognized when earned and expenses are recorded when the liability is incurred or economic asset used. Revenues, expenses, gains, losses, assets, and liabilities resulting from exchange and exchange-like transactions are recognized when the exchange takes place. Governmental fund financial statements are reported using the current financial resources measurement focus and are accounted for using the modified accrual basis of accounting. Under the modified accrual basis of accounting, revenues are recognized when susceptible to accrual; i.e., when they become both measurable and available. "Measurable" means the amount of the transaction can be determined and "available" means collectible within the current period or soon enough thereafter to be used to pay liabilities of the current period. The District considers all revenues as available if they are collected within 60 days after year-end. Expenditures are recorded when the related fund liability is incurred.

In applying the "susceptible to accrual" concept to intergovernmental revenues pursuant to GASB Statement #33, the provider should recognize liabilities and expenses and the recipient should recognize receivables and revenues when the applicable eligibility requirements including time requirements, are met. Resources transmitted before the eligibility requirements are met, under most circumstances, should be reported as advances by the provider and deferred revenue by the recipient.

BUDGETS

The District follows these procedures in establishing the budget reflected in the financial statements:

1. Prior to the beginning of each fiscal year, the District prepares a budget. The operating budget includes proposed expenditures and the means of financing those expenditures and is prepared in accordance with the basis of accounting utilized by that fund.

2. Public meetings are conducted at which all interested persons' comments concerning the budget are heard. After such meetings, the Board of Commissioners formally adopts the budget through passage of a motion in a public meeting.

3. The District amends the budget throughout the year approving such additional expenses. The amended budget is used in presenting the Statement of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual.

4. All annual appropriations lapse at fiscal year end.

The General Fund did have expenditures in excess of appropriations this deficit was offset with prior year fund balance.

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

CAPITAL ASSETS

The accounting treatment over property, plant, and equipment (capital assets) depends on whether the assets are reported in the government-wide or fund financial statements.

Government-wide Statements

In the government-wide financial statements, fixed assets are accounted for as capital assets. Property, plant and equipment purchased or acquired is carried at historical cost or estimated historical cost. Contributed assets are recorded at the fair market value as of the date received. Additions, improvements and other capital outlays that significantly extend the useful life of an asset are capitalized. Other costs incurred for repairs and maintenance are expensed as incurred.

Depreciation of all exhaustible capital assets is recorded as an allocated expense in the Statement of Activities, with accumulated depreciation reflected in the Statement of Net Position. Depreciation on all assets is provided on the straight-line basis over the estimated useful lives with no salvage value. The range of estimated useful lives by type of asset is as follows:

Buildings and Structures	40 years
Vehicles	7-20 years
Other Equipment	10-20 years

The District does not own any infrastructure assets.

Fund Financial Statements

In the fund financial statements, capital assets are accounted for as capital outlay expenditures of the governmental fund upon acquisition.

EQUITY CLASSIFICATIONS

Government-wide Statements

Equity is classified as net position and displayed in three components:

a. Net Investment in capital assets – Consists of capital assets including restricted capital assets, net of accumulated depreciation and reduced by the outstanding balances of any bonds, mortgages, notes, or other borrowings that are attributable to the acquisition, construction, or improvement of those assets.

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

b. Restricted net position – Consists of net position with constraints placed on the use either by (1) external groups such as creditors, grantors, contributors, or laws or regulation of other government; or (2) law through constitutional provisions or enabling legislation.

c. Unrestricted net position – All other net position that does not meet the definition of "restricted" or "net investment in capital assets."

Fund Statements

Governmental fund equity is classified as fund balance. Fund balance is further classified as non-spendable or spendable with spendable being further classified into restricted, committed, assigned or unassigned.

COMPENSATED ABSENCES

The District had no employees as of year-end.

RISK MANAGEMENT

The District is exposed to various risks of losses related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters. The District purchases its insurance from regular commercial companies. As of September 30, 2020, no claims or losses have been incurred that were not covered by insurance. There is no liability due to any claim or suit having ever been filed.

USE OF ESTIMATES

The preparation of financial statements requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities as of the date of the financial statements and the reported amounts of income and expenses during the period. Operating results in the future could vary from the amounts derived from management's estimates.

DEFERRED OUTFLOWS/INFLOWS OF RESOURCES

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, *deferred outflows of resources*, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then.

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, *deferred inflows of resources,* represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time.

RECENTLY ISSUED ACCOUNTING PRONOUNCEMENTS

In June 2017, the GASB issued GASB Statement No. 87, *Leases*, effective for fiscal years beginning after June 15, 2021. The objective of GASB Statement No. 87 is to improve accounting and financial reporting for leases by governments by requiring recognition of certain lease assets and liabilities that previously were classified as operating leases and recognized as inflows of resources or outflows of resources based on the payment provisions of the contract. GASB Statement no. 87 establishes a single model for lease accounting based on the foundational principle that leases are financings of the right to use an underlying asset. Under GASB Statement No. 87, a lessee is required to recognize a lease liability and an intangible right-to-use asset, and a lessor is required to recognize a lease receivable and deferred inflow of resources. Management is evaluating the effects that the full implementation of GASB Statement No. 87 will have on its financial statements for the year ended September 30, 2022.

NOTE 2: CASH

Deposits were with a contracted depository bank, Union State Bank. As of year-end, deposits exceeded FDIC coverage. Therefore, in accordance with the depository contract, Union State Bank has pledged additional collateral. This collateral consisted of U.S. Government Securities, having a market value of $7,483,051 (Category 2). At September 30, 2020, the carrying amount of the District's deposits was $4,310,106, and the bank balance was $5,232,402.

The collateral pledged is represented by specific identifiable investment securities and classified as to credit risk by the three categories described below:

Category 1 -Insured by FDIC or collateralized with securities held by the District or by its agent in its name.
Category 2 -Uninsured but collateralized with securities held by the pledging financial institution's trust department or agent in the District's name.
Category 3 -Uncollateralized.

NOTE 2: CASH (continued)

	Carrying Value	Bank Balance
Category 1	$ 250,000	$ 250,000
Category 2	4,060,106	4,982,402
Category 3	-0-	-0-
	$4,310,106	$ 5,232,402

NOTE 3: PROPERTY TAXES

The District uses the Williamson County Tax Assessor Collector to bill and collect its property tax. The District's property tax is levied each October 1 on the assessed value listed as of the prior January 1 for all real and business personal property located in the District. An enforceable lien is attached to the property as of January 1. The assessed value of the roll as of January 1, 2019, upon which the 2019 levy was based, was $3,519,287,026 as certified by the Williamson County Central Appraisal District.

Taxes are due by January 31 following the October 1 levy date. The total 2019 levy was $3,519,287 and the tax rate was $ .10 per $100 assessed valuation. Property taxes are considered fully collectible and therefore no allowance for uncollectible taxes is provided.

NOTE 4: COMMITMENTS

The District has entered into an agreement with the City of Georgetown Fire Department to provide fire protection and suppression, fire prevention, hazardous material control, emergency rescue and other assistance to the public as necessary. Payments are made quarterly and totaled $3,692,378 for the year. This contract and the related fee are renegotiated annually.

The District purchased a fire engine and has leased it to the City of Georgetown Fire Department. The lease agreement is the same term as the agreement for fire protection services. The lease payment is $1.00 per year.

NOTE 5: CAPITAL ASSETS

Capital asset activity for the year ended September 30, 2020, was as follows:

	Balance 10/1/2019	Additions/ Completions	Retirements/ Adjustments	Balance 9/30/2020
Governmental Activities:				
Capital assets, being depreciated				
Vehicles	342,528	-	-	342,528
Equipment	392	-	-	392
Total capital assets being depreciated	342,920	-	-	342,920
Less accumulated depreciation for:				
Vehicles	(308,276)	(34,252)	-	(342,528)
Equipment	(391)	(1)	-	(392)
Total accumulated depreciation	(308,667)	(34,253)	-	(342,920)
Total capital assets, being depreciated, net	34,253	(34,253)	-	-
Capital assets, being amortized				
Intangible - right to occupy	654,526	-	-	654,526
Total capital assets being amortized	654,526	-	-	654,526
Less accumulated amortization for:				
Intangible - right to occupy	-	-	-	-
Total accumulated amortization	-	-	-	-
Total capital assets, being amortized, net	654,526	-	-	654,526
Governmental activities capital assets, net	688,779	(34,253)	-	654,526

Current year depreciation expense was $34,253 and amortization expense is $-0-.

Intangible – Right to Occupy

The District agreed, in late 2013, to construct and equip what was to be later identified as fire station number 6. Land was purchased and development costs were incurred through September 2018 totaling $654,526. The fire station was expected to be leased to the City of Georgetown, Texas for a nominal amount and operated by the City fire department. On December 19, 2018, the decision was made by the District's board to transfer the project in total to the City of Georgetown, Texas. In exchange, the District will be allowed to occupy 890 square feet of space in the facility for a period of approximately 50 years. This decision does state that if this agreement is terminated prior to 2068 and an alternate location or method of amortization is not found, the City will pay the full remaining unamortized balance. The District began its occupation October 1, 2020.

NOTE 6: ANNEXATION OF DISTRICT LAND BY THE CITY OF GEORGETOWN

The City of Georgetown has the right to annex property within the District which could in the future result in a reduction of the total value of property within the District and a reduction in the total tax revenue to be collected. For the year ending September 30, 2020, the District has been made aware that the City of Georgetown will be annexing certain portions of the ESD. However, the tax revenue loss is expected to be minimal.

NOTE 7: FUND BALANCE

The District complies with GASB Statement No. 54, *Fund Balance Reporting and Governmental Fund Type Definitions*, which establishes fund balance classifications that comprise a hierarchy based primarily on the extent to which a government is bound to observe constraints imposed upon the use of the resources reported in governmental funds. Those fund balance classifications are described below.

Non-spendable - Amounts that cannot be spent because they are either not in a spendable form or are legally or contractually required to be maintained intact.

Restricted - Amounts that can be spent only for specific purposes because of constraints imposed by external providers, or imposed by constitutional provisions or enabling legislation.

Committed - Amounts that can only be used for specific purpose pursuant to approval by formal action by the Board.

Assigned - For the General Fund, amounts that are appropriated by the Board or Board designee that are to be used for specific purposes. For all other governmental funds, any remaining positive amounts not previously classified as non-spendable, restricted, or committed.

Unassigned - Amounts that are available for any purpose; these amounts can be reported only in the District's General Fund.

Fund balance of the District may be committed for a specific purpose by formal action of the Board, the District's highest level of decision-making authority. Commitments may be established, modified, or rescinded only through a resolution approved by the Board. The Board has delegated the authority to assign fund balance for a specific purpose to the District's Chief or Assistant Chief.

In circumstances where an expenditure is to be made for a purpose for which amounts are available in multiple fund balance classifications, the order in which resources will be expended is as follows: restricted fund balance, committed fund balance, assigned fund balance, and lastly, unassigned fund balance.

NOTE 7: FUND BALANCE (continued)

The Board has adopted a budgetary stabilization arrangement to be used for future operational budgetary shortfalls, in the event a revenue deficit arises. The District has not met GASB criteria for budget stabilization, therefore no amount has been reflected as restricted or committed funds. As of September 30, 2020, $ 218,715 has been set aside and is reflected as part of unassigned fund balance.

As of September 30, 2020, the District has not adopted a minimum fund balance policy.

Fund Balance:		
Nonspendable		
Prepaid Expenses	$	9,631
Assigned		
Contingency Reserve		2,837,922
Total Assigned	$	2,837,922
Unassigned	$	1,468,823
Total Fund Balance:	$	4,316,376

NOTE 8: EXPLANATION OF DIFFERENCES BETWEEN GOVERNMENTAL FUND AND GOVERNMENT-WIDE STATEMENTS

Differences between the Governmental Fund Balance Sheet and the Statement of Net Position:

The differences (as reflected in the adjustments column) primarily result from the long-term economic resources focus of the statement of net position versus the current financial resources focus of the governmental fund balance sheet.

When capital assets (land, buildings, equipment) that are to be used in governmental activities are purchased or constructed, the costs of those assets are reported as expenditures in governmental funds. However, the statement of net position includes those capital assets among the assets of the District as a whole.

Cost of capital assets	$ 997,446
Accumulated Depreciation	(342,920)
	$ 654,526

Taxes receivable are offset by deferred revenues in the governmental funds and thus are not included in fund balance.

Deferred revenue	$ (42,567)

NOTE 8: EXPLANATION OF DIFFERENCES BETWEEN GOVERNMENTAL FUND AND GOVERNMENT-WIDE STATEMENTS (continued)

Differences between the Governmental Fund Operating Statement and the Statement of Net Activities:

The differences (as reflected in the adjustments column) arise primarily from the long-term economic resources focus of the statement of activities versus the current financial resources focus of the governmental funds.

When capital assets that are to be used in governmental activities are purchased or constructed, the resources expended for those assets are reported as expenditures in governmental funds. However, in the statement of activities the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense.

Capital outlay	$	(-0-)
Depreciation Expense		34,253

Because some property taxes will not be collected for several months after the district's fiscal year ends, they are not considered as "available" revenues in the governmental funds.

Adjustment for property taxes collected after year-end	$	(5,298)

NOTE 9: DATE OF MANAGEMENT'S REVIEW

Management has evaluated subsequent events through the date of the auditor's report, the date the financial statements were available to be issued.

NOTE 10: SUBSEQUENT EVENTS

The Coronavirus (COVID-19) pandemic impacted the nation, leading to consumer uncertainties and financial setbacks for many businesses and individuals. COVID-19 may have a continued material adverse impact on economic and market conditions, triggering a period of global economic slowdown. Management continues to monitor and evaluate the continually evolving environment associated with the virus. While it is not possible at this time to estimate the impact that COVID-19 will have on the District's operations, the pandemic could adversely affect the District's financial position and activities.

Required Supplemental Information

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. EIGHT
GOVERNMENTAL FUND REVENUES, EXPENDITURES, AND
BUDGET TO ACTUAL COMPARISON - GENERAL FUND
FOR THE YEAR ENDING SEPTEMBER 30, 2020

	Budget		Actual Amounts Budgetary Basis	Favorable/ (Unfavorable)
	Original	Final		
GENERAL REVENUES				
Ad Valorem Taxes	$ 3,510,718	$ 3,524,581	$ 3,535,646	11,065
Penalties and Interest	10,600	10,600	14,780	4,180
Interest Income	30,000	30,000	61,047	31,047
Miscellaneous			-	-
Total Revenues	$ 3,551,318	$ 3,565,181	$ 3,611,473	46,292
				-
EXPENDITURES/EXPENSES				-
Legal Notices	$ 1,500	$ 1,500	$ 410	1,090
Tax Collector/Appraisal District Fees	23,700	22,318	23,413	(1,095)
District Voter Info/Ed	-	-	-	-
Insurance & Bonds	4,900	4,900	4,210	690
Membership Dues	1,100	1,100	1,100	-
Fire Hydrant Grant Program	25,000	25,000	-	25,000
Professional Services	32,300	32,300	28,640	3,660
Contracted Services	3,692,378	3,692,378	3,692,378	-
Miscellaneous	1,000	1,000	652	348
Office Supplies	100	100	-	100
Election Expense	-	-	-	-
Training & Travel	3,300	3,300	2,147	1,153
Capital Outlay	-	-	-	-
Debt Service:				-
Principal	-	-	-	-
Interest	-	-	-	-
Total expenditures/expenses	$ 3,785,278	$ 3,783,896	$ 3,752,950	30,946
Excess (Deficiency) of revenues over expenditures	$ (233,960)	$ (218,715)	$ (141,477)	77,238
Fund Balance Beginning of the year			4,457,853	
End of the year			$ 4,316,376	

See Accompanying Notes to the Financial Statements

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT No. 9

AUDITED FINANCIAL STATEMENTS AND SUPPLEMENTAL INFORMATION

FOR THE YEAR ENDED DECEMBER 31, 2020

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT No. 9

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The Accounting Firm of Donald L. Allman, CPA

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CERTIFIED PUBLIC ACCOUNTANT

Independent Auditors' Report

To the Board of Directors
Williamson County Emergency Services District No. 9

We have audited the accompanying financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of the Williamson County Emergency Services District No. 9 ("the ESD") as of and for the year ended December 31, 2020, and the related notes to the financial statements, which collectively comprise the ESD's basic financial statements as listed in the table of contents.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

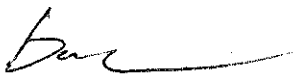
Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, each major fund, and the aggregate remaining fund information of the Williamson County ESD No. 9 as of December 31, 2020, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information on pages 3 – 10 and 25 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.



Donald L. Allman, CPA

Georgetown, Texas

June 18, 2021

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT No. 9
MANAGEMENT'S DISCUSSION AND ANALYSIS
FOR THE YEAR ENDED DECEMBER 31, 2020

Our discussion and analysis of the Williamson County Emergency Services District No. 9's financial performance provides an overview of the District's financial activities for the fiscal year ended December 31, 2020. Please review it in conjunction with the transmittal letter and the District's basic financial statements, which begin on page 10.

FINANCIAL HIGHLIGHTS

Total net position decreased ($1,689) in 2020 for Williamson County ESD #9. The main reasons for this decrease was an increase in contracted services for Fire Protection and EMS services.

The District had $4,070,036 in expenses related to governmental activities with $4,068,347 in program revenues to cover the cost of these programs.

USING THIS ANNUAL REPORT

This annual report consists of a series of financial statements. The Statement of Net Position and the Statement of Activities (on pages 10-11) provide information about the activities of the District as a whole and present a longer-term view of the District's finances. Fund financial statements start on page 12. These statements tell how these services were financed in the short-term as well as what remains for future spending. Fund financial statements also report the District's operations in more detail than the government-wide statements by providing information about the district's most financially significant funds.

Reporting the District as a Whole

The Statement of Net Position and the Statement of Activities

Our analysis if the District as a whole begins on page 10. One of the most important questions asked about the District's finances is "Is the District as a whole better off or worse as a result of this year's activities?" The Statement of Net Position and the Statement of Activities report information about the District as a whole and about its activities in a way that helps answer that question. These statements include all assets and liabilities using the accrual basis of accounting, which is similar to accounting used by most private-sector companies. Accrual of the current year's revenues and expenses are taken into account regardless of when cash is received or paid.

These two statements report the District's net position and changes in them. You can think of the District's net position, the difference between assets, what the District owns, and liabilities, what the District owes, as one way to measure the District's financial health, or financial position. Over time, increases or decreases in the District's net position are one indicator of whether its financial health is improving or deteriorating. You will need to consider other non-financial factors, however, such as changes in the District's jurisdiction, the availability of capital projects, and continuing local governmental support to assess the overall health of the District.

Reporting the District's Most Significant Funds	Major Funds
Fund Financial Statements	-General

Our analysis of the District's major funds begins on page 12. The Fund financial statements begin on page 12 and provide detailed information about the most significant funds-not the District as a whole. Some funds are required to be established by State law. The District only has governmental funds.

Governmental Funds: The District's services are reported in governmental funds, which focus on how money flows into and out of those funds and the balances left at year-end that are available for spending. These funds are reported using an accounting method called modified accrual accounting, which measures cash and all other financial assets that can be readily converted to cash. The governmental fund statements provide a detailed short-term view of the District's operations and the services it provides. Governmental fund information helps you determine whether there are more or fewer financial resources that can be spent in the near future to finance the district's programs. We describe the relationship (or differences) between governmental activities (reported in the Statement of Net Position and Statement of Activities) and governmental funds in a reconciliation beside the fund financial statements, if applicable.

Notes to the Financial Statements: The notes provide additional information that is essential to a full understanding of the data provided in the governmental-wide and fund financial statements. The notes to the financial statements can be found on pages 16-23 of this report.

Other information: In addition to the basic financial statements and accompanying notes, this report also presents budget to actual statements and schedules which can be found on pages 24-25 of this report.

THE DISTRICT AS A WHOLE

The District's total net position changed from a year ago, decreasing from $3,658,949 to $3,657,260. Our analysis below focuses on the net position (Table 1) and changes in net position (Table 2) of the district's governmental activities.

Table 1

Net Position

	2020	2019
Cash and Current Assets	$ 2,709,903	$ 2,577,509
Property Taxes Receivable	1,299,364	1,275,331
Capital Assets	-	-
Total Assets	$ 4,009,267	$ 3,852,840
Current Liabilities	$ 161,776	$ -
Long-term Obligations	190,231	193,891
Total Liabilities	$ 352,007	$ 193,891
Net Position:		
Net Investment in Capital Assets	$ -	$ -
Reserved	100,000	100,000
Unrestricted	3,557,260	3,558,949
Total Net Position	$ 3,657,260	$ 3,658,949

Net position of the District's activities decreased $(1,689). Unrestricted net position, the part of net position that can be used to finance day to day operations without constraints established by debt covenants, enabling legislation, or other legal requirements – decreased from $3,658,949 to $3,657,260 by the end of 2020.

Table 2 compares the 2020 change in net position to the 2019 change in net position.

Table 2
Changes in Net Position for 2020
Compared with 2019 Activity

	2020	2019	Change
Program Revenues:			
Property Taxes	$ 4,041,427	$ 3,682,926	$ 358,501
Other revenue	24,665	-	$ 24,665
Interest Income	2,255	4,320	(2,065)
Total Revenues	$ 4,068,347	$ 3,687,246	$ 381,101
Program Expenses			
General Government	$ 4,070,036	$ 3,497,711	$ 572,325
Interest on L/T Debts	-	-	-
Total Expenses	$ 4,070,036	$ 3,497,711	$ 572,325
Net Position			
Increase / (decrease)	$ (1,689)	$ 189,535	$ (191,224)

Table 3 presents the cost of each of the District's programs as well as each program's net cost (total cost less revenues generated by activities). The net cost shows the financial burden that was placed on the district by each of these functions.

Table 3
Governmental Activities

	Total Cost of Services		Net Cost of Services	
	2020	2019	2020	2019
General Government	$ 4,070,036	$ 3,497,711	$ 4,070,036	$ 3,497,711
Interest of L/T Debt	-	-	-	-
Total Expenses	$ 4,070,036	$ 3,497,711	$ 4,070,036	$ 3,497,711

THE DISTRICT'S FUND'S

Table 4
Changes in Year End Fund Balance

	2020	2019	% Change
General	$ 3,557,260	$ 3,558,949	0.0%
Debt Service	-	-	0.0%
Capital Assets	-	-	0.0%
Total Governmental Balances	$ 3,557,260	$ 3,558,949	0.0%

Table 5 presents a summary of governmental fund revenues for the 2020 fiscal year and the amounts and percentages of increases and decreases in relation to the prior year.

Table 5
Total Governmental Fund Revenues

Revenue Source	2020	% of total	Increase or (Decrease) over 2019	Percent Increase (Decrease)
Property Taxes	4,041,427	99%	358,501	9%
Other income	24,665	1%	24,665	0%
Investment Income	2,255	0%	(2,065)	-48%
Total	$ 4,068,347	100.0%	$ 381,101	9.4%

Table 6 presents the general Fund budget and the difference between the original budget and final budget for fiscal year 2020. Table 7 discusses the variance between the final budget and the actual results for the year.

Table 6
Original and Final Budget

	Budgeted Amounts Original	Final	Variance
Revenues:			
Property Taxes	$ 4,000,000	$ 4,000,000	$ -
Interest Earnings	-	-	-
Total Revenues:	$ 4,000,000	$ 4,000,000	$ -

	Budgeted Amounts Original	Final	Variance
Expenditures:			
Current:			
General Government			
Professional Services	$ 30,000	$ 30,000	$ -
General Administrative	30,000	30,000	-
Reserve	-	-	-
Fire & EMT Services	4,000,000	4,000,000	-
Capital Outlay	-	-	-
Debt Service:	-	-	-
Total Expenditures:	$ 4,060,000	$ 4,060,000	$ -
Excess (Deficiency) of Revenues Over (Under) Expenditures	$ (60,000)	$ (60,000)	$ -

Original versus Final Budget

There were no material differences between original and final budgeted amounts for 2018.

Table 7
Final Budget versus Actual Results
General Fund

	Final Budget	Actual	Variance
Revenues:			
Property Taxes	$ 4,000,000	$ 4,041,427	$ 41,427
Other revenue		24,665	$ 24,665
Interest Earnings	-	2,255	2,255
Total Revenue:	$ 4,000,000	$ 4,068,347	$ 68,347
Expenditures:			
Current:			
General Government	$ 4,060,000	$ 4,070,036	$ (10,036)
Capital Outlay	-	-	-
Debt Service:	-	-	-
Total Expenditures	$ 4,060,000	$ 4,070,036	$ (10,036)
Excess (Deficiency) of Revenues Over (Under) Expenditures	$ (60,000)	$ (1,689)	$ 58,311

Final Budget versus Actual Results

There is no material variance in budgeted and actual Property Tax revenues. Net income increased for Williamson County ESD # 9 in 201 and a large increase in Fire Service Contract expenses increased expenses.

CAPITAL ASSETS AND DEBT ADMINISTRATION

Capital Assets

At year-end, the District had capital assets consisting of a laptop computer, net of depreciation, with a value of $0.

Debt Administration

At year-end, the District had no debts payable.

ECONOMIC FACTORS

The voters for several subdivisions around Parkside at Mayfield Ranch voted to be annexed by the district. This added to our expenses, as we began paying for those properties as soon as the election results were finalized. We will not see property tax revenue for those additional properties until 2018 based on the 2019 appraisal. We added Leander Fire Department as a service provider and will be building both the expense for the service and the additional tax revenue into future budgets.

The District operates solely in Williamson County and has since its inception. Almost 100% of the District's revenue comes from property taxes. The District's budgeting process must continue to work as closely as possible with the Williamson County Tax Assessor's office in order to meet the financial obligations of the District.

It is important that the District is able to succeed in carrying out its day-to-day operations and continue to be able to meet its financial obligations as well.

REQUEST FOR INFORMATION

This financial report is designed to provide a general overview of the District's finances for all those with an interest in the District's finances. Questions concerning any of the information provided in the report or requests for additional information should be addressed to the Office of the Treasurer, P.O. Box 846, Round Rock TX, 78680.

Alan Forster, Treasurer
Williamson County Emergency Services District #9

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT No. 9

STATEMENT OF NET POSITION

DECEMBER 31, 2020

ASSETS:	
CURRENT ASSETS:	
CASH AND CASH EQUIVALENTS	$ 2,709,903
PROPERTY TAXES RECEIVABLE	1,299,364
TOTAL CURRENT ASSETS	4,009,267
NONCURRENT ASSETS:	
CAPITAL ASSETS - BUILDING, EQUIPMENT & TRUCKS	$ -
TOTAL NONCURRENT ASSETS	-
TOTAL ASSETS	$ 4,009,267
LIABILITIES:	
CURRENT LIABITLITIES:	
ACCOUNTS PAYABLE	$ 161,776
UNEARNED REVENUE	190,231
CURRENT PORTIONOF LONG-TERM DEBT	-
TOTAL CURRENT LIABILITIES	352,007
NON CURRENT LIABILITIES:	-
TOTAL LIABILITIES	**$ 352,007**
NET POSITION:	
NET INVESTMENT IN CAPITAL ASSETS	$ -
RESERVED	100,000
UNRESTRICTED	3,557,260
TOTAL NET POSITION	**$ 3,657,260**

See accompanying notes to the financial statements.

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT No. 9

STATEMENT OF ACTIVITIES

FOR THE YEAR ENDED DECEMBER 31, 2020

Functions/Programs	Expenses	Program Revenues	Net Revenue and Change in Net Position Primary Government Governmental Activities
Governmental Activities:			
General Government	$ 4,070,036	$ 4,066,092	$ (3,944)
Interest on Long-Term Debt	-	-	-
Total Governmental Activities	$ 4,070,036	$ 4,066,092	$ (3,944)

General Revenues:	$ (3,944)
Unrestricted Interest Earnings	2,255
Total General Revenues	(1,689)
Change in Net Position	(1,689)
Net Position - Beginning	3,658,949
Net Position - Ending	$ 3,657,260

See accompanying notes to the financial statements.

WILLIAMSON COUNTY EMERGENCY SERVICES DISSTRICT No. 9

BALANCE SHEET – GOVERNMENTAL FUNDS

DECEMBER 31, 2020

	General	Debt Service	Total Governmental Funds
Assets:			
Cash and Cash Equivalents	$ 2,709,903	$ -	$ 2,709,903
Property Taxes Receivable	1,299,364	-	1,299,364
Total Assets:	$ 4,009,267	$ -	$ 4,009,267
Liabilities and Fund Balances			
Liabilities:			
Accounts Payable	$ 161,776	$ -	$ 161,776
Unearned Revenue	$ 1,299,364		$ 1,299,364
Total Liabilities	$ 1,461,140	$ -	$ 1,461,140
Fund Balances			
Restricted for Debt Service	$ -	$ -	-
Committed for Board Reserve	$ 100,000		$ 100,000
Unassigned	2,448,127	-	2,448,127
Total Fund Balances	**$ 2,548,127**	**$ -**	**$ 2,548,127**
Total Liabilities and Fund Balances	**$ 4,009,267**	**$ -**	**$ 4,009,267**

See accompanying notes to financial statements.

RECONCILIATION OF TOTAL GOVERNMENTAL FUND BALANCES TO NET POSITION
OF GOVERNMENTAL ACTIVITIES
December 31, 2020

Total fund balance - total governmental funds	$ 2,548,127
Amounts reported for governmental activities in the statement of net position are different because:	
Capital assets, net of accumulated depreciation	-
Property taxes not collected	$ 1,109,133
Net position of governmental activities	$ 3,657,260

See accompanying notes to the financial statements.

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT No. 9
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES – GOVERNMENTAL FUNDS
DECEMBER 31, 2020

	General	Debt Service	Other	Total Governmental Funds
Revenues:				
Property Taxes	$ 4,013,734	$ -	$ -	$ 4,013,734
Other Income	24,665	-	-	24,665
Interest Earnings	2,255	-	-	2,255
Total Revenues:	$ 4,040,654	$ -	$ -	$ 4,040,654
Expenditures:				
Current:				
General Government	$ 4,070,036	$ -	$ -	$ 4,070,036
Capital Outlay	-	-	-	-
Debt Service:	-	-	-	-
Principal	-	-	-	-
Interest	-	-	-	-
Total Expenditures	**$ 4,070,036**	**$ -**	**$ -**	**$ 4,070,036**
Excess (Deficiency) of Revenues Over (Under) Expenditures	**$ (29,382)**	**$ -**	**$ -**	**$ (29,382)**
Other Financing Sources (Uses)				
Transfers In	$ -	$ -	$ -	$ -
Transfers Out	-	-	-	-
Total Other Financing Sources (Uses)	$ -	$ -	$ -	$ -
Net Change in Fund Balances	**$ (29,382)**	**$ -**	**$ -**	**$ (29,382)**
Fund Balances (Deficit) - Beginning	$ 2,577,509	-	-	2,577,509
Fund Balances (Deficit) - Ending	**$ 2,548,127**	**$ -**	**$ -**	**$ 2,548,127**

See accompanying notes to the financial statements

RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED DECEMBER 31, 2020

Net change in fund balance - total governmental funds	$	(29,382)
Amounts reported for governmental activities in the statement of net assets are different because:		
Difference in property taxes collected for governmental funds and government wide funds		27,693
Capital Outlay	$	-
Depreciation Expense	$	-
Changes in net position of governmental activities.		($1,689)

See accompanying notes to the financial statements

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Reporting Entity

Williamson County Emergency Services District No. 9 (the District) is a political subdivision of the state of Texas. The entity is responsible for providing emergency services in Williamson County, Texas. The District provides emergency services through a contract with a local Fire Department. The district was created and operates under Article III, Section 48-e, of the Texas Constitution, as proposed by S.J.R. No. 27, Acts of the 70th Legislature, Regular session, 1987, and adopted by the voters at an election held November 3, 1987.

The District is governed by a Board of Commissioners that acts as the authoritative and legislative body of the entity. The Board of Commissioners elects officers for the following positions; President, Vice-President, Treasurer, Secretary and Fire Department Liaison. No board member receives compensation for serving on the Board, except for the Treasurer and Secretary receiving a stipend for administrative duties in day-to-day business.

The accompanying statements of the District have been prepared in conformity with accounting principles generally accepted in the United States of America (GAAP) as applicable to governmental units. The financial statements include all organizations, activities, and functions that comprise the District. Component units are legally separate entities for which the District (the primary entity) is financially accountable. Financial accountability is defined as the ability to appoint a voting majority of the organization's governing body and either (1) the district's ability to impose its will over the organization or (2) the potential that the organization will provide a financial benefit to, or impose a financial burden on, the District. Using these criteria, the District has no component units.

Government-wide and fund financial statements

The government-wide financial statements (i.e., the statement of net position and the statement of changes in net position) report information on all of the non-fiduciary activities of the primary government.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Government-wide and fund financial statements

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment are offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. Program revenues include consist of Ad Valorem taxes received from the County's appraisal district.

Measurement focus, basis of accounting, and financial statement presentation

The government-wide financial statements are reported using the economic resources measurement focus and accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of the related cash flows. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 31 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting.

Grants and entitlements and interest associated with the current fiscal period are all considered susceptible to accrual and so have been recognized as revenues of the current fiscal period. All other revenue items are considered measurable and available only when the District receives cash.

Fund Accounting

The District uses funds to maintain its financial records during the year. A fund is defined as a fiscal and accounting entity with a self-balancing set of accounts. The District only uses governmental funds.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Government Funds

Government funds are those through which most governmental functions typically are financed. Governmental funds reporting focuses on the sources, uses, and balances of current financial resources. Expendable assets are assigned to the various governmental funds according to the purpose for which they may or must be used. Current liabilities are assigned to the fund from which they will be paid. The difference between governmental fund assets and liabilities is reported as fund balance.

The District reports the following major governmental funds:

General Fund – The General Fund is used to account for all financial resources of the District except those required to be accounted for in another fund. The general fund balance is available to the District for any purpose provided it is expended or transferred according to the general laws of Texas and the bylaws of the District.

Debt Service Fund – The Debt Service fund accounts for the servicing of general long-term debt and revenues reserved for the payment of long-term debt. There is no long-term debt as of 12/31/20.

Capital Projects Fund – The Capital Projects fund is used to account for all buildings, equipment and fire trucks purchased by the District and revenues allocated for the payment of capital projects. A laptop computer was purchased for $526 in 12/31/09.

Revenues – Exchange and Non-Exchange Transactions

Revenue resulting from exchange transactions, in which each party gives and receives essentially equal value, is recorded on the accrual basis when the exchange takes place. On a modified accrual basis, revenue is recorded in the fiscal year in which the resources are measurable and become available. Available means that the resources will be collected within the current fiscal year or are expected to be collected soon enough thereafter to be used to pay liabilities of the current fiscal year. For the District, available means expected to be received within thirty-one days of fiscal year-end. Under the modified accrual basis, only interest is considered to be both measurable and available at fiscal year-end. Non-exchange transactions, in which the District receives value without directly giving value in return, includes grants and donations. On an accrual basis, revenue from grants and donations is recognized in the fiscal year in which all eligibility requirements have been satisfied.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Revenues – Exchange and Non-Exchange Transactions (Continued)

Eligibility requirements include timing requirements, which specify the year when the resources are required to be used or the fiscal year when use is first permitted, matching requirements, in which the District must provide local resources to be used for a specific purpose, and expenditure requirements, in which the resources are provided to the District on a reimbursement basis. On a modified accrual basis, revenue from non-exchange transactions must be available before it can be recognized.

Expenses / Expenditures

On an accrual basis of accounting, expenses are recognized at the time they are incurred. The measurement focus of governmental fund accounting is on decreases in net financial resources (expenditures) rather than expenses. Expenditures are generally recognized in the accounting period in which the related fund liability is incurred, if measurable.

Cash and Cash Equivalents

Cash and equivalents include all highly-liquid investments with a maturity of three months or less at the date of purchase. During 2019, cash and cash equivalents accounts were limited to Wells Fargo Analyzed Business Checking Plus Public Funds. The District at times has an amount in its depository account that exceeds the maximum amount secured by the Federal Deposit Insurance Corporation (the Pledgor). Williamson County ESD #9 (the Pledgee) has selected Wells Fargo Bank, National Association as the depository and required that the Pledgor secure the deposited funds to the extent they are not insured by FDIC by pledging book-entry securities (Eligible Securities) of any type permitted by the provisions of the Public Funds Collateral Act, Title 10, Chapter 2257 of the Texas Government Code, as in effect from time to time (the "Governing Statutes"), which are eligible to be held in a securities account at a Federal Reserve Bank under Federal Reserve Bank Operating Circular 7. Pledgee and Pledgor have selected the Federal Reserve Bank of San Francisco (Custodian) to hold the pledged securities in custody and safekeeping pursuant to the terms of the Governing Statutes, Federal Reserve Bank Operating Circular 7 as in effect from time to time (Circular 7), and the Custody Agreement for Book-Entry Securities, Appendix C, to circular 7 (the "Custody Agreement"), the provisions of which are incorporated herein by reference. Pledgee and Pledgor agree as follows:

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Cash and Cash Equivalents

1. Grant of Security Interest; Instructions Regarding Collateral. Pledgor hereby grants to Pledgee a security interest in all Eligible Securities held by Custodian and reflected on Custodian's records as being pledged to Pledgee (the "Collateral").

2. Amount of Collateral. The aggregate market value of Eligible Securities held by Custodian at all times during this agreement must be in an amount not less than one hundred percent (100%) of (a) the amount of Pledgee's collected funds on deposit with Pledgor, increased by (b) the amount of accrued but uncredited interest on such deposited funds, (c) reduced by that portion of the funds insured by FDIC.

Restricted Assets

Restricted assets are cash and cash equivalents whose use is limited by legal requirements. Restricted cash with fiscal agent represents amounts required by debt covenant to be segregated for final year debt payment and accrued interest on the bonds.

Interfund Transactions

During the course of normal operations, the District has numerous transactions between funds. Interfund transactions are generally classified as follows:

Operating transfers are reported as "Other Financing Sources and Uses" in the governmental funds, as "Transfers In" by the recipient fund, and "Transfers Out" by the disbursing fund.

On the governmental funds balance sheet, receivables and payables resulting from short-term interfund loans are classified as "interfund loan receivables/payables." These amounts are eliminated on the statement of net assets.

Capital Assets

General capital assets generally result from expenditures in the governmental funds. These assets are reported on the government-wide statement of net assets and in the Capital Projects Fund. All capital assets are recorded at cost and updated for additions and retirements during the year. The District does not possess building infrastructure. Other capital assets consist of a laptop computer. Improvements are capitalized; the cost of normal maintenance and repairs that do not add to the value of the asset or materially extend the asset's life are not.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Reservations of Fund Balance

The District records reservations for portions of fund equity which are legally segregated for specific future use or which do not represent available expendable resources and therefore, are not available for appropriations or expenditures in the governmental fund balance sheet. Unreserved fund balance indicates that portion of fund equity, which is available for appropriations, in future periods. Fund equity reserves have been established for encumbrances in the general and capital projects fund and for future debt service in the debt service fund. If restricted and unrestricted assets are available for the same purpose, then restricted assets will be used before unrestricted assets.

Net Position

Net position presents the difference between assets and liabilities in the statement of net assets. Net investment in capital assets is reduced by the outstanding balances or any borrowing used for the acquisition, construction, or improvement of those assets. Net position is reported as restricted when there are legal limitations imposed on their use by District legislation or external restrictions by creditors, grantors, laws or regulations of other governments.

Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. Actual results may differ from those estimates.

Accrued Liabilities

The District reports accrued liabilities on the statement of net position. The District has liabilities of $161,776 as of December 31, 2020.

NOTE 2 – TAX REVENUES

The District's tax revenue is collected by County of Williamson, Texas, (the county) under the provisions of a tax collection agreement signed October 3, 2000. Under the agreement, the County is responsible for making the calculations necessary for the District to comply with the statutory requirements for setting tax rates as specified in Chapter 26 of the Texas Property Tax Code and collecting the appropriate tax. The County periodically remits the collected taxes to the District. The agreement may be terminated by either party on written notice, but neither party has expressed an interest in terminating the agreement.

NOTE 2 – TAX REVENUES (Continued)

The County provided the District with written reports necessary to keep the District advised of all financial information affecting the District. The District pays the county for its tax collection activity in four equal quarterly payments, which totaled $28,624 USD for 2020. The amount is determined by the County based on an amount per each parcel of taxable property, or account taxable by the District. The tax rate for WCESD # 9 for 2020 is $.10 per $100 valuation of property. The total adjusted original tax roll was $4,041,427 on $4,041,427,250 valuation from Williamson County. Property taxes receivable at 12/31/20 total $1,299,364 with $1,290,108 being current and $9,256 being delinquent.

NOTE 3 – CASH AND CASH EQUIVALENTS

Cash resources of several individual funds are combined to form a pool of cash and investments. In addition, investments are separately held by a number of individual funds. Statutes require the classification of funds held by the District into three categories.

Category 1 consists of "active" funds – those funds required to be kept in "cash" or "near cash" status for immediate use by the District. Such funds must be maintained either as cash in the District Treasury or in depository accounts payable or withdrawal on demand, including negotiable order of withdrawal (NOW) accounts.

Category 2 consists of "inactive" funds – those funds not required for use within the current two-year period of designation of depositories. Inactive funds may be deposited for invested only as certificates of deposit maturing no later than the end of the current period of designation of depositories.

Category 3 consists of "interim" funds – those funds not needed for immediate use, but needed before the end of the current period of designation of depositories. Interim funds may be invested or deposited in the following securities:

United States Treasury notes, bills, bonds or any other obligation or security issued by the United States Treasury or any other obligation guaranteed as to principal or interest by the United States. Bonds, notes, debentures, or any other obligations or securities issued by any federal government agency or instrumentality, including but not limited to, the federal national mortgage association, federal home loan bank, federal farm credit bank, federal home loan mortgage corporation, government national mortgage association, and student loan marketing association. All federal agency securities shall be direct issuances of federal government agencies or instrumentalities.

Deposits

At year-end the carrying amount of the District's deposits was $2,709,903 and the bank balance was $2,709,903. The bank balance's in excess of FDIC coverage are secured by a collateralization agreement with Wells Fargo Bank National Association that ensures that all of the Williamson County ESD #9's funds are guaranteed to be covered by collateralized securities.

NOTE 3 – CASH AND CASH EQUIVALENTS (Continued)

Deposits (Continued)

This agreement ensures that all of Williamson County ESD #9's funds are safe and secure and no loss of funds could be realized in the event of bank failure.

NOTE 4 – GENERAL FIXED ASSETS

The District had fixed assets of $0 consisting of a laptop computer for $526, net of depreciation of $526, as of December 31, 2020.

NOTE 5 – GENERAL LONG-TERM DEBT

The District has no general long-term debt as of December 31, 2020

NOTE 6 – CONTINGENCIES

As of December 31, 2020, the District did not have any material pending litigation or potential non-disclosed liabilities.

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT No. 9
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL (NON-GAAP BUDGETARY BASIS) GENERAL FUND

FOR THE YEAR ENDED DECEMBER 31, 2020

	Budgeted Amounts			Variance with Final Budget
	Original	**Final**	**Actual**	**Positive (Negative)**
Revenues:				
Property Taxes	$ 4,000,000	$ 4,000,000	$ 4,041,427	$ 41,427
Other Income	-	-	24,665	24,665
Interest Earnings	-	-	2,255	2,255
Total Revenues	**$ 4,000,000**	**$ 4,000,000**	**$ 4,068,347**	**$ 68,347**
Expenditures:				
Current:				
General Government	$ 4,060,000	$ 4,060,000	$ 4,070,036	$ (10,036)
Capital Outlay	-	-	-	-
Debt Service: Interest Expense	-	-	-	-
Total Expenditures	**$ 4,060,000**	**$ 4,060,000**	**$ 4,070,036**	**$ (10,036)**
Excess (Deficiency) of Revenues Over (Under) Expenditures	**$ (60,000)**	**$ (60,000)**	**$ (1,689)**	**$ 58,311**
Other Financing sources (Uses)				
Transfers In	-	-	-	-
Transfers Out	$ -	$ -	$ -	$ -
Total Other Financing Sources (Uses)	$ -	$ -	$ -	$ -
Excess (Deficiency of Revenues And Other Financing Sources Over (Under) Expenditures and Other Financing Sources (Uses)			**$ (1,689)**	
Fund Balance Beginning of Year			3,658,949	
Fund Balance End of Year			**$ 3,657,260**	
		GAAP Basis Fund Balance:	$ 3,657,260	

See accompanying notes to the financial statements.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Budgetary Process

The budgetary process is prescribed by the provisions of the Texas Constitution and entails the preparation of budgetary documents within an established timeline. Legally, the Texas Constitution does not strictly impose a requirement on the District to follow the budgetary process but the district chose to follow the budgetary process. The major documents prepared are an estimated budget with revenues and expenditures. The level of budgetary control is at the object level for the District. The budget is not amended for modifications or changes during the year. All expenditures are approved by the Board beforehand.

Estimated Resources

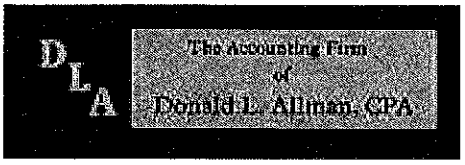
As part of the District's budgetary process, the Board approves the official estimated resources. The official estimated resources state the projected revenue for the district. The estimated revenue is calculated from information from the Williamson County Appraisal District. The budget is not revised or amended for increases or decreases in estimated revenues.

Appropriations

Estimated appropriations are prepared for the annual budget. All appropriations, no matter how small or how large, still must be approved by the Board before remittance, whether or not they were included in the budget.

Budgetary Basis of Accounting

The District's budgetary process accounts for certain transactions on a basis other than GAAP. The major differences between the budgetary basis and the GAAP basis lie in the manner in which revenues and expenditures are recorded. Under the budgetary process, revenues and expenditures are recognized on the cash basis. Utilizing the cash basis, revenues are recorded when received in cash and expenditures are recorded when paid. Under the GAAP basis, revenues and expenditures are recorded on the modified accrual basis of accounting on the governmental fund statements and on the full accrual basis on the government-wide statements.



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REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

To the Board of Directors
Williamson County ESD # 9

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of Williamson County ESD # 9 as of and for the year ended December 31, 2020, and the related notes to the financial statements, which collectively comprise Williamson County ESD # 9's basic financial statements, and have issued our report thereon dated June 18, 2021.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered Williamson County ESD # 9's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Williamson County ESD # 9's internal control. Accordingly, we do not express an opinion on the effectiveness of Williamson County ESD # 9's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Williamson County ESD #9's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Donald L. Allman, CPA

Georgetown, TX

June 18, 2021

WILLIAMSON COUNTY EMERGENCY SERVICES
DISTRICT #10
AUDITED FINANCIAL STATEMENTS
FOR THE YEAR ENDED SEPTEMBER 30, 2020

WILLIAMGRIMSLEY
Certified Public Accountant

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT #10
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WILLIAMGRIMSLEY

CERTIFIED PUBLIC ACCOUNTANT

INDEPENDENT AUDITOR'S REPORT

To the Board of Commissioners
Williamson County Emergency Services District #10
Coupland, Texas

Report on the Financial Statements

I have audited the accompanying financial statements of the governmental activities and each major fund of Williamson County Emergency Services District #10 (the District), as of and for the year ended September 30, 2020, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

My responsibility is to express opinions on these financial statements based on my audit. I conducted my audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that I plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, I express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

I believe that the audit evidence I have obtained is sufficient and appropriate to provide a basis for my audit opinion.

Member Texas Society of Certified Public Accountants
Member American Institute of Certified Public Accountants
Chartered Global Management Accountant
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E-mail – cpa@williamgrimsley.com
Phone – (303) 931-5932

Opinion

In my opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of the District as of September 30, 2020, and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information on pages 3-7 and page 24, respectively, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. I have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to my inquiries, the basic financial statements, and other knowledge I obtained during my audit of the basic financial statements. I do not express an opinion or provide any assurance on the information because the limited procedures do not provide me with sufficient evidence to express an opinion or provide any assurance.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, I have also issued my report dated April 23, 2021, on my consideration of the District's internal control over financial reporting and on my tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of my testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance.



William Arthur Grimsley, CPA
Gatesville, Texas
April 23, 2021

MANAGEMENT'S DISCUSSION AND ANALYSIS

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT #10
MANAGEMENT'S DISCUSSION AND ANALYSIS

For the Year Ended September 30, 2020

Our discussion and analysis of the Williamson County Emergency Services District #10's (the District) financial performance provides an overview and analysis of the District's financial activities for the year ended September 30, 2020. Please read it in conjunction with the Independent Auditor's Report, the accompanying basic financial statements, and the notes to the financial statements.

FINANCIAL HIGHLIGHTS

- The assets of the District exceeded its liabilities at the close of the year by $481,384 (net position). Of this amount, $354,638 is unrestricted and may be used to meet the District's future obligations.

- During the year, the District's revenues of $402,074, exceeded its expenses of $189,949, reflecting an increase in net position of $212,125.

- The District's capital assets totaled $402,038, net of accumulated depreciation, a decrease of $17,390, the result of depreciation for the current year.

- Debt at year-end of $275,292 decreased by $35,914, the result of principal payments made.

Overview of the Financial Statements

This discussion and analysis is intended to serve as an introduction to the District's basic financial statements. The District's basic financial statements are comprised of three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains supplementary information in addition to the basic financial statements themselves.

Government-wide Financial Statements. The *government-wide financial statements* are designed to provide the readers with a broad overview of the District's finances, in a manner similar to a private-sector business.

The *statement of net position* presents information on all the District's assets, liabilities, and deferred inflows/outflows with the difference reported as net position. Over time, increases or decreases in the District's net position may serve as a useful indicator of whether its financial health is improving or deteriorating.

The *statement of activities* presents information showing how the District's net position changed during the year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will result in cash flows in future periods. This may include uncollected taxes and other revenues or expenses that are appropriated for the current year even though cash in not received or expended until the following year. The government-wide financial statements can be found on pages 8-9 of this report.

Fund Financial Statements. A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The District, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Governmental Funds. Governmental funds are used to account for essentially the same functions reported in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate the comparison between governmental funds and governmental activities.

The District maintains one governmental fund, the General Fund. The basic governmental fund financial statements can be found on pages 10-13 of this report.

Notes to the Financial Statements. The notes provide narrative explanations or additional data needed for full disclosure in the government-wide statements and the fund financial statements. These can be found starting on page 14.

GOVERNMENT-WIDE FINANCIAL ANALYSIS

Net Position. Net assets exceed liabilities by $481,384, however a large portion of the District's net position reflects its investment in capital assets less related debt used to acquire those assets that is still outstanding. The District uses these capital assets to provide services to its citizens; consequently, these assets are not available for future spending. Although the District's investment in its capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities. The following is a summary of the District's net position as of September 30, 2020:

NET POSITION

	2020	2019	$ Change
Current and other assets	$ 354,638	$ 161,029	$ 193,609
Capital assets, net	402,038	419,428	(17,390)
Total assets	756,676	580,457	176,219
Current liabilities	-	-	-
Long-term liabilities	275,292	311,206	(35,914)
Total liabilities	275,292	311,206	(35,914)
Net position:			
Net investment in capital assets	126,746	108,222	18,524
Restricted	-	-	-
Unrestricted	354,638	161,029	193,609
Total net position	$ 481,384	$ 269,251	$ 212,133

Changes in Net Position. Revenues totaled $402,074 for the year, an increase of $92,035, primarily from an increase in the Williamson County Stipend. Property tax is the largest component of revenue, accounting for 83% of total revenue. Expenses totaled $189,949, an increase of $4,694, primarily from an increase in facilities and equipment costs. The following is a summary of the District's operations for the fiscal year 2020:

CHANGES IN NET POSITION

	2020	2019	$ Change
General Revenues:			
Tax revenues	333,870	303,364	30,506
Williamson County stipend	67,770	6,610	61,160
Other income	434	65	369
Total revenues	402,074	310,039	92,035
Expenses:			
General government	177,647	164,645	13,002
Interest on long-term debt	12,302	20,610	(8,308)
Total expenses	189,949	185,255	4,694
Change in net position	$ 212,125	$ 124,784	$ 87,341

FINANCIAL ANALYSIS OF THE DISTRICT'S FUNDS

Governmental Funds. The focus of the District's governmental fund is to provide information on near-term inflows, outflows, and balances of spending resources. Such information is useful in accessing the District's financing requirements. In particular, unassigned and assigned fund balances may serve as a useful measure of the District's net resources available for spending at the end of the fiscal year.

As the District completed the year, its general fund (as presented in the balance sheet on page 10) reported a combined fund balance of $347,144 (an increase from the prior year of $192,484), the net result of an increase in property tax and stipend revenues over related expenses.

Budget Highlights. Actual revenues were $93,906 higher than budget, primarily from stipend revenues. Actual expenditures were $98,578 lower than the budget, primarily from lower operations expense. The net effect of these produced a favorable variance of $192,484 in the net change in fund balance.

More detail is presented in the required supplementary information section on page 24.

CAPITAL ASSET AND DEBT ADMINISTRATION

Capital Assets

At year-end, the District's investment in capital assets totaled $402,038, net of accumulated depreciation, a decrease of $17,390 to the prior year.

More detailed information about the District's capital assets is presented in the Notes to the Financial Statements on page 20.

Debt

At year-end, the District's long-term debt was $275,292, a decrease from the prior year of $35,914. This decrease was the result of principal payments on outstanding debt. More detailed information about the District's long-term debt is presented in the Notes to the Financial Statements starting on page 21.

ECONOMIC FACTORS AND NEXT YEAR'S BUDGET AND RATES

The District's appointed officials considered many factors when setting the fiscal year 2021 budget and tax rates. Some of those factors include the economy and the anticipated needs of the District for operations and capital outlay in the next year. The District adopted a general fund budget, sufficient to provide for budgeted operations and debt service for the fiscal year 2021. It will be funded primarily through an adopted property tax rate of $.10 per $100 of assessed valuation.

CONTACTING THE DISTRICT'S FINANCIAL MANAGEMENT

This financial report is designed to provide a general overview of the District's finances for all those with an interest therein. Questions concerning any of the information provided in this report or requests for additional information should be addressed to: Williamson County Emergency Services District #10, P.O. Box 102, Coupland, Texas 78615.

BASIC FINANCIAL STATEMENTS
(GOVERNMENT-WIDE)

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT #10

Statement of Net Position

As of September 30, 2020

	Total Governmental Activities
ASSETS:	
Cash	$ 347,044
Property tax receivable	7,494
Deposit	100
Total current assets	354,638
Capital assets:	
Land	30,666
Apparatus	250,000
Station	521,685
Furniture and fixtures	4,000
Less: accumulated depreciation	(404,313)
Total long-term assets	402,038
Total assets	$ 756,676
LIABILITIES:	
Noncurrent liabilities:	
Due within one year	$ 28,861
Due after one year	246,431
Total noncurrent liabilities	275,292
Total liabilities	$ 275,292
NET POSITION:	
Net investment in capital assets	$ 126,746
Unrestricted	354,638
Total net position	$ 481,384

The accompanying notes are an integral part of these financial statements.

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT #10

Statement of Activities

For the Year Ended September 30, 2020

Functions/Programs	Expenses	Program Revenues: Charges for Services	Program Revenues: Operating Grants and Contributions	Net (Expense) Revenue and Change in Net Position: Governmental Activities
Governmental activities	$ 177,647	$ -	-	$ (177,647)
Interest expense	12,302	-	-	(12,302)
Total primary government	$ 189,949	$ -	$ -	$ (189,949)

General Revenues:		
	Property tax	333,870
	Williamson county stipend	67,770
	Other	434
	Total General Revenues	402,074
Change in Net Position		212,125
Net Position - Beginning of Year		269,259
Net Position - End of Year		$ 481,384

The accompanying notes are an integral part of these financial statements.

BASIC FINANCIAL STATEMENTS
(GOVERNMENTAL FUNDS)

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT #10

Balance Sheet - Governmental Funds

As of September 30, 2020

	General Fund	Total Governmental Fund
ASSETS		
Cash	$ 347,044	$ 347,044
Property tax receivable	7,494	7,494
Deposits	100	100
Total assets	354,638	354,638
DEFERRED INFLOW OF RESOURCES		
Unavailable revenue - property taxes	7,494	7,494
Fund Balance		
Nonspendable	-	-
Restricted	-	-
Committed	-	-
Unassigned	347,144	347,144
Total fund balance	347,144	347,144
Total deferred inflows of resources and fund balance	$ 354,638	$ 354,638

The accompanying notes are an integral part of these financial statements.

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT #10

Reconciliation of the Balance Sheet of Governmental Funds to the Statement of Net Position

As of September 30, 2020

Total fund balance (deficit) – governmental funds		$ 347,144
Amounts reported for governmental activities in the statement of net position are different because:		
Capital assets used in governmental activities are not financial resources and therefore are not reported in the fund. These assets consist of:		
Land	$ 30,666	
Apparatus	250,000	
Station	521,685	
Furniture and fixtures	4,000	
Accumulated depreciation	(404,313)	
Total capital assets		402,038
Long-term debt is not due and payable in the current period and, therefore, is not reported as a liability in the fund financial statement.		(275,292)
Some revenues in the governmental fund are deferred because they are not collected within the prescribed time period after year end. On the accrual basis, however, those revenues would be recognized, regardless of when they are collected.		7,494
Net assets of governmental activities (page 8)		$ 481,384

The accompanying notes are an integral part of these financial statements.

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT #10

Statement of Revenues, Expenditures and Changes in Fund Balances - Governmental Funds

For the Year Ended September 30, 2020

	General Fund	Total Governmental Fund
Revenues:		
Property tax	$ 332,752	$ 332,752
Williamson county stipend	67,770	67,770
Other	434	434
Total Revenues	400,956	400,956
Expenditures:		
Contractual services- CVFD	60,948	60,948
Contractual services-TVFD	60,590	60,590
Contractual services- accounting and other	13,584	13,584
Contractual services- revenue collection	2,964	2,964
Utilities	3,218	3,218
Insurance	6,435	6,435
Legal and professional services	924	924
Postage, printing, and publications	1,091	1,091
Conference and meetings	3,340	3,340
Facilities and equipment	6,420	6,420
Other	742	742
Debt service - principal	35,914	35,914
Debt service - interest	12,302	12,302
Total Expenditures	208,472	208,472
Excess of Revenues Over Expenditures	192,484	192,484
Net Change in Fund Balance	192,484	192,484
Fund Balance, Beginning of Year	154,660	154,660
Fund Balance, End of Year	$ 347,144	$ 347,144

The accompanying notes are an integral part of these financial statements.

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT #10

Reconciliation of the Statement of Revenues, Expenditures and Changes in Governmental Funds to the Statement of Activities

For the Year Ended September 30, 2020

Net change in fund balance – total governmental fund	$ 192,484
Amounts reported for governmental activities in the statement of activities (page 9) are different because:	
Governmental funds report capital outlays as expenditures. However, in the statement of activities, the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense. This is the amount by which capital outlays were higher (lower) than depreciation in the current period.	(17,390)
Revenues in the statement of activities that do not provide current financial resources are not reported as revenue in the governmental fund. This is the net change from the previous period.	1,117
Repayment of principal on debt is an expenditure in the governmental funds, but the repayment reduces long-term debt in the statement of net position.	35,914
Change in net position of governmental activities (page 9)	$ 212,125

The accompanying notes are an integral part of these financial statements.

NOTES TO THE BASIC FINANCIAL STATEMENTS

Note 1- Summary of Significant Accounting Policies

The accounting policies of the Williamson County Emergency Services District #10 (the District) conform to generally accepted accounting principles (GAAP) in the United States of America, applicable to state and local governments. The Governmental Accounting Standards Board (GASB) is the accepted standards-setting body for established governmental accounting and financial reporting principles. The more significant of the District's policies are described below.

The Reporting Entity

The District is a political subdivision of the state of Texas that was formed in May 2005. The District's role is to collect taxes from the citizens of its respective district and utilize those collections for emergency services. Those services include fire, allied services, and first responder. The Commissioners of the District are an appointed Board by the Williamson County Commissioners, to oversee and guide the various activities of the District.

The District has adopted GASB Statement No. 61, *The Financial Reporting Entity: Omnibus*. Using these criteria, the District has no component units.

Government-Wide Financial Statements

The government-wide financial statements (i.e. the *Statement of Net Position* and the *Statement of Activities*) report information on all of the non-fiduciary activities of the District.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment is offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. Program revenues include: 1) charges to customers or applicants who purchase, use, or directly benefit from goods or services, or privileges provided by a given function or segment, and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as general revenues.

Measurement Focus, Basis of Accounting, and Financial Statement Presentation

The government–wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are reported when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the District considers revenues to be available if they are collected within thirty days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to claims and judgments, are recorded only when payment is due.

The District reports the following major governmental fund:

General Fund - The general fund is the District's primary operating fund. It is used to account for all financial resources of the general government.

Cash and Cash Equivalents

Cash and cash equivalents are short-term highly liquid investments that are readily convertible to known amounts of cash and so near maturity that there is not significant risk of changes in value due to changes in interest rates.

Accounts Receivable

Accounts receivable consists of uncollected property tax, as of September 30, 2020. The District does not record an allowance for uncollectable accounts, supported by historical collections.

Capital Assets

All capital assets are capitalized at cost (or estimated historical cost) at the time of acquisition and updated for additions and retirements during the year. The District does not possess any infrastructure. Improvements are capitalized; the cost of normal maintenance and repairs that do not add to the value of the asset or materially extend the asset's life are not. Depreciation is calculated on a straight-line basis. Estimated useful lives are as follows:

Furniture and Fixtures	5 Years
Fire Trucks/Equipment	10 Years
Stations	30 Years

Deferred Outflows/Inflows of Resources

In addition to assets, the statement of net position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, *deferred outflows of resources*, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then. The District does not have any items that qualify.

In addition to liabilities, the statement of net position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, *deferred inflows of resources*, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. The District has only one item that qualifies for reporting in this category. Accordingly, the item, *unavailable revenue-property taxes*, is reported in the governmental funds balance sheet. These amounts are deferred and recognized as an inflow of resources in the periods the amounts become available.

Equity Classifications

In the government-wide financial statements, equity is shown as net position and classified into three components:

Net investment in capital assets – Capital assets, net of accumulated depreciation, reduced by the outstanding balance of any bonds, notes, or other borrowings that are attributable to the acquisition, construction, or improvements of those assets.
Restricted – Consists of assets with constraints placed on the use either by: 1) external groups, such as creditors, grantors, contributors, or laws or regulations of other governments or 2) imposed law through constitutional provisions or enabling legislation. When both restricted and unrestricted resources are available for use, it is the District's policy to use restricted resources first and then unrestricted resources as they are needed.

Unrestricted – All other net assets that do not meet the definition of "net investment in capital assets" or "restricted".

The District reports governmental fund balances by the five-following classification:

Nonspendable – Amounts that cannot be spent because they are either (a) not in a spendable form or (b) legally or contractually required to be maintained intact.

Restricted – Amounts with restrictions that are externally imposed by creditors, grantors, contributors, or laws or regulations of other governments, or imposed by law through constitutional provisions or enabling legislation.

Committed – Amounts that can only be used for specific purposes, imposed by formal action of the District's highest level of decision making authority. In the case of the District, it is the District's Board of Commissioners, and the formal action would be an ordinance to modify or rescind the commitment.

Assigned – Amounts constrained by District management's intent to be used for specific purposes but not formally restricted by external resources or committed by the District's Board of Commissioners.

Unassigned – Amount of the remaining fund balance not in any of the other classifications.

For the classification of fund balances, the District considers restricted amounts to have been spent first when an expenditure is incurred for the purpose for which restricted and unrestricted fund balance is available. Expenditures are to be spent from restricted fund balances first, followed by committed, assigned, and lastly unassigned fund balance.

Estimates

The preparation of financial statements in conformity with GAAP requires management to make estimations and assumptions that affect the amounts reported in the financial statements and accompanying notes. Actual results may differ from these estimates.

Note 2 – Cash Deposits

Legal and Contractual Provisions, Governing Deposits and Investments

The funds of the District must be deposited and invested under the terms of a contract, contents of which are set out in the Depository Contract Law. The depository bank places approved pledged securities for safekeeping and trust with the District's agent bank in an amount sufficient to protect District funds on a day-to-day basis during the period of the contract. The pledge of approved securities is waived only to the extent of the depository bank's dollar amount of Federal Deposit Insurance Corporation ("FDIC") insurance.

At September 30, 2020, the carrying amount of the District's cash deposits were $347,044 and the bank balances were $347,083, all of which were covered by FDIC insurance and pledged securities.

The **Public Funds Investment Act** (Government Code Chapter 2256) contains specific provisions in the areas of investment practices, management reports and establishment of appropriate policies. Among other things, it requires the District to adopt, implement, and publicize an investment policy. That policy must address the following areas: (1) safety of principal and liquidity, (2) portfolio diversification, (3) allowable investments, (4) acceptable risk levels, (5) expected rates of return, (6) maximum allowable stated maturity of portfolio investments, (7) maximum average dollar-weighted maturity allowed based on the stated maturity date for the portfolio, (8) investment staff quality and capabilities, (9) and bid solicitation preferences for certificates of deposit. Statutes authorize the District to invest in; (1) obligations of the U.S.

Treasury, certain U.S. agencies, and the State of Texas; (2) certificates of deposit, (3) certain municipal securities, (4) money market savings accounts, (5) repurchase agreements, (6) banker's acceptances, (7) mutual funds, (8) investment pools, (9) guaranteed investment contracts, (10) and common trust funds. The Act also requires the District to have independent auditors perform test procedures related to investment practices as provided by the Act. The District did not have invested funds at September 30, 2020.

Policies, Governing Deposits and Investments

In compliance with the Public Funds Investments Act, the District has adopted a deposit and investment policy. That policy addresses the following risks:

Custodial Credit Risk – Deposits: This is the risk that in the event of bank failure, the District's deposits may not be returned to it. The District was not exposed to custodial credit risk since its deposits at year-end and during the year ended September 30, 2020, were covered by depository insurance or by pledged collateral held by the District's agent bank in the District's name.

Custodial Credit Risk – Investments: This is the risk that, in the event of the failure of the counterparty, the District will not be able to recover the value of its investments or collateral securities that are in the possession of an outside party. Investments are subject to custodial credit risk only if they are evidenced by securities that exist in physical or book entry form. Thus, positions in external investment pools are not subject to custodial credit risk because they are not evidenced by securities that exist in physical or book entry form.

Other Credit Risk: This is the risk that an issuer or other counterparty to an investment will not fulfill its obligations. To minimize credit risk, investment policies of the District's investment pools allow the portfolio's investment manager to only invest in obligations of the U.S. Government and its agencies; repurchase agreements; and no-load AAAm money market mutual funds registered with the SEC.

Note 3 – Property Taxes

The District has the authority to levy a tax to a maximum of $.10 per $100 of assessed property values. Property taxes are levied each October 1 on the assessed valuation of all taxable property within the District's boundaries. The tax rate for the October 1, 2019, levy was $.10 per $100 of

appraised value. Taxes are due on receipt of the bill and are delinquent if not paid before February 1 of the year following the levy. On January 1 of each year, a tax lien attaches to property to secure the payment of all taxes, penalties and interest ultimately imposed. Taxes are assessed, billed and collected by the Williamson County Appraisal District.

Note 4 – Capital Assets

The following is a summary of changes in capital assets for the year:

	Balance 9/30/2019	Additions	Retirements	Balance 9/30/2020
Capital assets not being depreciated:				
Land	$ 30,666	$ -	$ -	$ 30,666
Total	30,666	-	-	30,666
Capital assets being depreciated:				
Station	521,685	-	-	521,685
Apparatus	250,000	-	-	250,000
Furniture and fixtures	4,000	-	-	4,000
Total capital assets being depreciated	775,685	-	-	775,685
Total capital assets	806,351	-	-	806,351
Less: accumulated depreciation	(386,923)	(17,390)	-	(404,313)
Net capital assets	$ 419,428	$ (17,390)	$ -	$ 402,038

Depreciation was charged to functions within the primary government as follows:

Program services	$ 17,390
Total	$ 17,390

Note 5– Debt

The following is a summary of changes in debt for the year:

	Origination Date	Maturity Date	Interest Rate	Balance 9/30/2019	Additions	Retirements	Balance 9/30/2020
Note #4737	12/6/2007	2/1/2028	4.969%	$ 244,187	$ -	$ (24,363)	$ 219,824
Note #5160	1/12/2009	2/1/2028	4.969%	61,615	-	(6,148)	55,467
Note #6381	9/30/2013	10/31/2019	3.343%	5,404	-	(5,404)	-
Total				$ 311,206	$ -	$ (35,915)	$ 275,291

At September 30, 2019, future debt service requirements are as follows:

Note #4737:

Year:	Principal	Interest	Total
2021	$ 23,046	$ 10,923	$ 33,969
2022	24,191	9,778	33,969
2023	25,393	8,576	33,969
2024	26,655	7,314	33,969
2025	27,979	5,990	33,969
2026-2028	92,560	15,337	107,897
Total	$ 219,824	$ 57,918	$ 277,742

Note #5160:

Year:	Principal	Interest	Total
2021	$ 5,815	$ 2,756	$ 8,571
2022	6,104	2,467	8,571
2023	6,407	2,164	8,571
2024	6,726	1,845	8,571
2025	7,060	1,511	8,571
2026-2028	23,356	2,359	25,715
Total	$ 55,468	$ 13,102	$ 68,570

Total Debt Service:

Year:	Principal	Interest	Total
2021	$ 28,861	$ 13,679	$ 42,540
2022	30,295	12,245	42,540
2023	31,800	10,740	42,540
2024	33,381	9,159	42,540
2025	35,039	7,501	42,540
2026-2028	115,915	17,696	133,611
Total	$ 275,291	$ 71,020	$ 346,311

On December 6, 2007, the District entered into Promissory Note Agreement #4737, with Government Capital Corporation for the construction of a new fire station in Coupland, Texas, in the amount of $400,000. The note was subsequently transferred to South Side Bank. On April 22, 2020, the original loan was amended. The amended loan matures on February 1, 2028, carries an interest rate of 4.969%, and calls for nine annual payments of $33,969. The note is secured by a commercial deed of trust.

On January 12, 2009, the District entered into Promissory Note Agreement #5160, with Government Capital Corporation to provide additional funding of the fire station, in the amount of $100,000. The note was subsequently transferred to South Side Bank. On April 22, 2020, the original loan was amended. The amended loan matures on February 1, 2028, carries an interest rate of 4.969%, and calls for nine annual payments of $8,571. The note is secured by the assignment of Ad Valorem Taxes.

Note 6 – Contracts/Commitments

The District does not have employees and the Board of Commissioners are not compensated. Accordingly, the District contracts with independent parties for its service and operational needs. Most notable among these is the provision to the citizens within its boundaries for emergency services. The District maintains Emergency Service Agreements (the Agreements) with the Coupland and Thrall Volunteer Fire Departments (the Departments) to provide for the protection of life and property from fire, and medical first responder assistance. The terms of the Agreements are to remain in effect on a year to year basis unless terminated by either party upon ninety (90) days written notice. In consideration for the services to be rendered under the

Agreements the District is to pay the Departments, as funds become available and are equipment and improvements as requested by the Departments and approved by the District. For the year appropriated in the sole discretion of the District, the sums set out in the annual budget as approved by the District. The District also agrees to provide for the purchase of capital or other ended September 30, 2020, the District paid $79,997 under the terms of the Agreements on behalf of or directly to the Departments.

Note 7 – Risk Management

The District is exposed to various risks of loss including general liability and property damage. The District insures against such risks through the purchase of commercial insurance.

Note 8 – Subsequent Events

In preparing these financial statements, the District has evaluated events and transactions for potential recognition or disclosure through April 23, 2021, the date the financial statements were available to be issued. No events requiring recognition or disclosure have occurred as of this date.

REQUIRED SUPPLEMENTARY INFORMATION

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT #10

Statement of Revenues, Expenditures, and Changes in Fund Balance- Budget to Actual - General Fund

For the Year Ended September 30, 2020

	Original Budget	Final Budget	Actual	Variance Favorable (Unfavorable)
REVENUES				
Property tax revenue	$ 268,322	$ 268,322	$ 332,752	$ 64,430
Williamson county stipend	38,728	38,728	67,770	29,042
Other income	-	-	434	434
Total General Revenue	307,050	307,050	400,956	93,906
EXPENDITURES				
Contractual services- accounting	12,000	12,000	13,584	(1,584)
Contractual services- revenue collection	2,500	2,500	2,964	(464)
Utilities	5,500	5,500	3,218	2,282
Insurance	5,000	5,000	6,435	(1,435)
Legal and professional fees	8,150	8,150	924	7,226
Postage, printing, and publications	1,750	1,750	1,091	659
Conference and meetings	2,500	2,500	3,340	(840)
Facilities and equipment	100	100	6,420	(6,320)
Operations expense	213,505	213,505	122,280	91,225
Debit service - principal and interest	56,045	56,045	48,216	7,829
Total Expenses	307,050	307,050	208,472	98,578
Excess (Deficit) of Revenues Over Expenditures	$ -	$ -	$ 192,484	$ 192,484

COMPLIANCE/INTERNAL CONTROL SECTION

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

To the Board of Commissioners
Williamson County Emergency Services District #10
Coupland, Texas

I have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the financial statements of the governmental activities and each major fund of Williamson County Emergency Services District #10 (the District), as of and for the year ended September 30, 2020, and the related notes to the financial statements, which collectively comprise the District's basic financial statements and have issued my report, thereon, dated April 23, 2021.

Internal Control Over Financial Reporting

In planning and performing my audit of the financial statements, I considered the District's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing my opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, I do not express an opinion on the effectiveness of the District's internal control over financial reporting.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or combination of deficiencies, in internal control such that there is reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those in charge of governance.

Member Texas Society of Certified Public Accountants
Member American Institute of Certified Public Accountants
Chartered Global Management Accountant
P.O. Box 615, Gatesville, TX 76528
E-mail – cpa@williamgrimsley.com
Phone – (303) 931-5932

My consideration of the internal control over financial reporting was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during my audit, I did not identify any deficiencies in the internal control that I consider material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the District's financial statements are free of material misstatements, I performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of my audit, and accordingly, I do not express such an opinion. The results of my tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of my testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.



William Arthur Grimsley, CPA
Gatesville, Texas
April 23, 2021

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT # 11

BASIC FINANCIAL STATEMENTS AND SUPPLEMENTARY INFORMATION

FOR THE YEAR ENDED DECEMBER 31, 2020

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT # 11

BASIC FINANCIAL STATEMENTS

DECEMBER 31, 2020

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The Accounting Firm of Donald L. Allman, CPA

Donald L. Allman, CPA, PC
4749 Williams Drive, Ste. 322
Georgetown, Texas 78633

Independent Accountant's Compilation Report

To the Board of Commissioners of the
Williamson County Emergency Services District #11

We have compiled the accompanying financial statements, of the Williamson County Emergency Services District # 11 (WCESD 11), as of and for the year ending December 31, 2020, which collectively comprise the Williamson County Emergency Services District # 11's basic financial statements as listed in the table of contents. We have not audited or reviewed the accompanying financial statements, and, accordingly, do not express an opinion or provide any assurance about whether the financial statements are in accordance with accounting principles generally accepted in the United States of America.

The management of the Williamson County Emergency Services District # 11 is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America and for designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the financial statements.

Our responsibility is to conduct the compilation in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. The objective of a compilation is to assist management in presenting financial information in the form of financial statements without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements.

Management has omitted the management's discussion and analysis information that is required to be presented for purposes of additional analysis. Such missing information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context.

Accounting principles generally accepted in the United States of America require that the budgetary comparison information on page 8, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic or historical context. This information is the representation of management. This information was subject to our compilation engagement, however, we have not audited or reviewed the required supplementary information and, accordingly, do not express an opinion, a conclusion, nor provide any form of assurance on such information.

Donald L. Allman, CPA
Georgetown, Texas
May 20, 2021

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT # 11
STATEMENT OF NET POSITION
December 31, 2020

ASSETS		
CURRENT ASSETS:		
Cash and Cash Equivalents	$	177,893
Property Taxes Receivable, net of allowance		47,935
Total Current Assets	$	225,828
PROPERTY AND EQUIPMENT:		
Total Property and Equipment	$	0
OTHER ASSETS:		
Total Other Assets	$	0
TOTAL ASSETS	$	225,828
LIABILITIES		
CURRENT LIABILITIES:		
Accounts Payable	$	0
Unearned Income Property Taxes		24,141
Total Current Liabilities	$	24,141
LONG-TERM LIABILITIES:		
Total Long-Term Liabilities	$	0
TOTAL LIABILITIES	$	24,141
NET POSITION:		
Unrestricted	$	201,687
Total Net Position	$	201,687
TOTAL LIABILITIES & NET POSITION	$	225,828

See accompanying notes and independent accountant's compilation report

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT # 11
STATEMENT OF REVENUES, EXPENSES AND CHANGES IN FUND NET POSITION
FOR THE YEAR ENDED DECEMBER 31, 2020

Revenues:		
Property Taxes		$ 115,095
Miscellaneous		1,258
Interest		167
Total Revenues		$ 116,520
Operating Expenses:		
Accounting	$ 1,800	
Communications	142	
Contingency	0	
Fire Service	97,398	
Insurance	1,285	
Miscellaneous	404	
Office/Administration	98	
Tax Collection costs	512	
Training	70	
Total Operating Expenses		$ 101,709
Income (Loss) from Operations		$ 14,811
Change in Net Position		$ 14,811
Total net position - beginning		$ 186,876
Total net position - ending		$ 201,687

See accompanying notes and independent accountant's compilation report

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT # 11
STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED DECEMBER 31, 2020

CASH FLOWS FROM OPERATING ACTIVITIES:	
Property tax and other revenues received	$ 117,693
Cash paid for supplies and services	(101,709)
Net cash provided (used) by operating activities	15,984
CASH FLOWS PROVIDED (USED) BY INVESTING ACTIVITIES	
Net cash provided (used) by investing activities	0
CASH FLOWS PROVIDED (USED) BY FINANCING ACTIVITIES	
Net cash provided (used) by financing activities	0
NET INCREASE (DECREASE) IN CASH	15,984
CASH AT BEGINNING OF YEAR	161,909
CASH AT END OF YEAR	$ 177,893

RECONCILIATION OF NET INCOME TO NET CASH PROVIDED BY OPERATING ACTIVITIES:

Net Income (Loss)	$ 14,811
ADJUSTMENTS TO RECONCILE NET INCOME TO NET CASH PROVIDED BY OPERATING ACTIVITIES:	
Changes in assets and liabilities:	
(Increase)/ decrease in accounts receivable	(22,968)
Increase/(decrease) in deferred property tax revenue	24,141
Increase/(decrease) in accounts payable and accrued expenses	0
Total adjustments	1,173
NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES:	$ 15,984

See accompanying notes and independent accountant's compilation report

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT # 11
NOTES TO FINANCIAL STATEMENTS
FOR THE YEAR ENDED DECEMBER 31, 2020

NOTE A—SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Reporting Entity

Williamson County Emergency Services District # 11 receives property taxes to fund fire protection and provide emergency medical services to residents in unincorporated area encompasses by Williamson County Emergency Services District # 11. The property taxes received are used to pay for contracted services to provide fire protection and EMS services to residents within WCESD # 11.

Use of Estimates

Management uses estimates and assumptions in preparing financial statements. Those estimates and assumptions affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities, and the reported revenues and expenses. Actual results could differ from these estimates.

Cash and Cash Equivalents

Williamson County ESD # 11 has a checking and money market account with RBFCU. Williamson County ESD # 11 does not receive any cash or hold petty cash.

Revenue Recognition – Revenues and other governmental fund financial resource increments are recognized in the accounting period in which they become susceptible to accrual – that is, when they become measurable and available to the finance expenditures of the fiscal period. “Available” is determined to be collectible within the 12 months of the fiscal year or within 60 days after fiscal year end for property taxes.

Property Taxes Receivable

Property Taxes receivable for Williamson County ESD # 11 consist of ad valorem taxes levied for the fiscal year ending December 31, 2020 that were not collected as of December 31, 2020.

Unearned Income-Property Taxes

Unearned income for property taxes consist of property taxes receivable that were not collected within 60 days after the fiscal year end in accordance with rules for governmental accounting.

Income Taxes – Williamson County ESD # 11 is not subject to any income taxes.

Net Position and Flow Assumptions – Net position is reported as restricted when constraints are placed on net position use as either:

Externally imposed by creditors (such as debt covenants), grantors, or laws or regulations of other governments imposed by law through constitutional provisions or enabling legislation.

Restricted resources are used first when an expense is incurred for purposes for which both restricted and unrestricted net positions are available.

There are no restricted funds currently, all net position is unrestricted.

NOTE B – ACCOUNTS RECEIVABLE: The receivables at December 31, 2020 are as follows:
Property Taxes $47,935

NOTE C –ACCOUNTS PAYABLE/UNEARNED INCOME: There are no accounts payable as of December 31, 2020. Unearned Revenue consists of the following:

Unearned Income-property taxes $24,141

REQUIRED SUPPLEMENTARY INFORMATION

WILLIAMSON COUNTY ESD # 11
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE – BUDGET TO ACTUAL
DECEMBER 31, 2020

	Budget	Actual	Variance with Budget Positive (Negative)
Revenues			
Ad Valorem Taxes	**$108,262**	**$115,095**	**6,833**
Miscellaneous	**0**	**1,258**	**1,258**
Interest	**0**	**167**	**167**
Total Revenues	**$108,262**	**$116,520**	**$ 8,258**
Expenditures			
Transfer to Reserve	**2,500**	**0**	**2,500**
Contract Emergency Svc.	**99,181**	**97,398**	**1,783**
Legal fees	**800**	**0**	**800**
CPA fees	**1,800**	**1,800**	**0**
Insurance	**1,650**	**1,285**	**365**
Communications	**150**	**142**	**8**
Tax Collection fees	**806**	**512**	**294**
Training	**650**	**70**	**580**
Office expenses	**200**	**98**	**102**
Miscellaneous	**525**	**404**	**121**
Total Expenditures	**108,262**	**101,709**	**6,553**
Excess (Deficiency) Of Revenues Over (Under) Expenditures	**0**	**14,811**	**14,811**

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT # 12

BASIC FINANCIAL STATEMENTS AND SUPPLEMENTARY INFORMATION

FOR THE YEAR ENDED SEPTEMBER 30, 2020

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT # 12

BASIC FINANCIAL STATEMENTS

SEPTEMBER 30, 2020

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The Accounting Firm of Donald L. Allman, CPA

Donald L. Allman, CPA, PC
4749 Williams Drive, Ste. 322
Georgetown, Texas 78633

Independent Accountant's Compilation Report

To the Board of Commissioners of the
Williamson County Emergency Services District #12

We have compiled the accompanying financial statements, of the Williamson County Emergency Services District # 12 (WCESD 12), as of and for the year ending September 30, 2020, which collectively comprise the Williamson County Emergency Services District # 12's basic financial statements as listed in the table of contents. We have not audited or reviewed the accompanying financial statements, and, accordingly, do not express an opinion or provide any assurance about whether the financial statements are in accordance with accounting principles generally accepted in the United States of America.

The management of the Williamson County Emergency Services District # 12 is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America and for designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the financial statements.

Our responsibility is to conduct the compilation in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. The objective of a compilation is to assist management in presenting financial information in the form of financial statements without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements.

Management has omitted the management's discussion and analysis information that is required to be presented for purposes of additional analysis. Such missing information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context.

Accounting principles generally accepted in the United States of America require that the budgetary comparison information on page 8, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic or historical context. This information is the representation of management. This information was subject to our compilation engagement, however, we have not audited or reviewed the required supplementary information and, accordingly, do not express an opinion, a conclusion, nor provide any form of assurance on such information.

Donald L. Allman, CPA
Georgetown, Texas

May 14, 2021

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT # 12
STATEMENT OF NET POSITION
September 30, 2020

ASSETS	
CURRENT ASSETS:	
Cash and Cash Equivalents	$ 307,079
Property Taxes Receivable, net of allowance	5,848
Total Current Assets	$ 312,927
PROPERTY AND EQUIPMENT:	
Total Property and Equipment	$ 0
OTHER ASSETS:	
Total Other Assets	$ 0
TOTAL ASSETS	$ 312,927
LIABILITIES	
CURRENT LIABILITIES:	
Accounts Payable	$ 0
Unearned Income Property Taxes	5,848
Total Current Liabilities	$ 5,848
LONG-TERM LIABILITIES:	
Total Long-Term Liabilities	$ 0
TOTAL LIABILITIES	$ 0
NET POSITION:	
Unrestricted	$ 307,079
Total Net Position	$ 307,079
TOTAL LIABILITIES & NET POSITION	$ 312,927

See accompanying notes and independent accountant's compilation report

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT # 12
STATEMENT OF REVENUES, EXPENSES AND CHANGES IN FUND NET POSITION
FOR THE YEAR ENDED SEPTEMBER 30, 2020

Revenues:		
Property Taxes		$ 202,141
Other income		2,058
Interest		308
Total Revenues		$ 204,507
Operating Expenses:		
Accounting	$ 1,800	
Communications	753	
Facilities	4,200	
Fire Service	141,728	
Insurance	1,302	
Legal fees	4,193	
Miscellaneous	759	
Office/Administration	3,600	
Tax Collection costs	1,183	
Training	1,017	
Consulting	2,173	
Total Operating Expenses		$ 162,708
Income (Loss) from Operations		$ 41,799
Change in Net Position		$ 41,799
Total net position - beginning		$ 265,280
Total net position - ending		$ 307,079

See accompanying notes and independent accountant's compilation report

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT # 12
STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED SEPTEMBER 30, 2020

CASH FLOWS FROM OPERATING ACTIVITIES:	
Property tax and other revenues received	$ 203,971
Cash paid for supplies and services	(162,172)
Net cash provided (used) by operating activities	41,799
CASH FLOWS PROVIDED (USED) BY INVESTING ACTIVITIES	
Net cash provided (used) by investing activities	0
CASH FLOWS PROVIDED (USED) BY FINANCING ACTIVITIES	
Net cash provided (used) by financing activities	41,799
NET INCREASE (DECREASE) IN CASH	41,799
CASH AT BEGINNING OF YEAR	265,280
CASH AT END OF YEAR	$ 307,079

RECONCILIATION OF NET INCOME TO NET CASH PROVIDED BY OPERATING ACTIVITIES:

Net Income (Loss)	$ 41,799
ADJUSTMENTS TO RECONCILE NET INCOME TO NET CASH PROVIDED BY OPERATING ACTIVITIES:	
Changes in assets and liabilities:	
(Increase)/ decrease in accounts receivable	(536)
Increase/(decrease) in deferred property tax revenue	536
Increase/(decrease) in accounts payable and accrued expenses	0
Total adjustments	(0)
NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES:	$ 41,799

See accompanying notes and independent accountant's compilation report

NOTE A—SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Reporting Entity

Williamson County Emergency Services District # 12 receives property taxes to fund fire protection and provide emergency medical services to residents in unincorporated area encompasses by Williamson County Emergency Services District # 12. The property taxes received are used to pay for contracted services to provide fire protection and EMS services to residents within WCESD # 12.

Use of Estimates

Management uses estimates and assumptions in preparing financial statements. Those estimates and assumptions affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities, and the reported revenues and expenses. Actual results could differ from these estimates.

Cash and Cash Equivalents

Williamson County ESD # 12 has a checking and money market account with RBFCU. Williamson County ESD # 12 does not receive any cash or hold petty cash.

Revenue Recognition – Revenues and other governmental fund financial resource increments are recognized in the accounting period in which they become susceptible to accrual – that is, when they become measurable and available to the finance expenditures of the fiscal period. “Available” is determined to be collectible within the 12 months of the fiscal year or within 60 days after fiscal year end for property taxes.

Property Taxes Receivable

Property Taxes receivable for Williamson County ESD # 12 consist of ad valorem taxes levied for the fiscal year ending September 30, 2019 that were not collected as of September 30, 2020.

Unearned Income-Property Taxes

Unearned income for property taxes consist of property taxes receivable that were not collected within 60 days after the fiscal year end in accordance with rules for governmental accounting.

Income Taxes – Williamson County ESD # 12 is not subject to any income taxes.

Net Position and Flow Assumptions – Net position is reported as restricted when constraints are placed on net position use as either:

Externally imposed by creditors (such as debt covenants), grantors, or laws or regulations of other governments imposed by law through constitutional provisions or enabling legislation.

Restricted resources are used first when an expense is incurred for purposes for which both restricted and unrestricted net positions are available.

There are no restricted funds currently, all net position is unrestricted.

NOTE B – ACCOUNTS RECEIVABLE: The receivables at September 30, 2020 are as follows:

Property Taxes	$5,848

NOTE C –ACCOUNTS PAYABLE/UNEARNED INCOME: There are no accounts payable as of September 30, 2020. Unearned Revenue consists of the following:

Unearned Income-property taxes $5,848.

REQUIRED SUPPLEMENTARY INFORMATION

WILLIAMSON COUNTY ESD # 12
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES
IN FUND BALANCE – BUDGET TO ACTUAL
SEPTEMBER 30, 2020

	Budget	Actual	Variance with Budget Positive (Negative)
Revenues			
Ad Valorem Taxes	$190,000	$202,141	12,141
Other income	0	2,058	2,058
Interest	0	308	308
Total Revenues	$190,000	$204,507	$14,507
Expenditures			
Capital Improvements	45,000	0	45,000
Contract Emergency Svc.	100,000	141,728	(41,728)
Consulting	10,000	2,173	7,827
CPA fees	2,000	1,800	200
Legal fees	8,500	4,193	4,307
Insurance	1,500	1,302	198
Communications	3,000	753	2,247
Tax Collection fees	1,400	1,183	217
Training	5,000	1,017	3,983
Professional dues	350	0	350
Miscellaneous	1,000	759	242
Administration	3,600	3,600	0
Facilities	4,200	4,200	0
Total Expenditures	185,550	162,708	22,843
Excess (Deficiency) Of Revenues Over (Under) Expenditures	4,450	41,799	37,350

Commissioners Court - Regular Session **41.**

Meeting Date: 11/02/2021

DA BA Rev 11.02.21

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 the District Attorney's Office from State Judiciary Apportionment Funds.

Background

Apportionment funds are appropriated by the State. These funds may be used for salaries, travel and expenses of assistant prosecutors, investigators and administrative staff. These funds can be used for certain day-to-day expenses of the office as outlined in Governmental Code Section 46.0031.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.335602	Dist Atty Salary Supplement	$7,500.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	10/28/2021 08:49 AM
Form Started By: Melanie Denny		Started On: 10/27/2021 10:56 AM
Final Approval Date: 10/28/2021		

Commissioners Court - Regular Session **42.**

Meeting Date: 11/02/2021

DA BA Exp 11.02.21

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 the District Attorney's Office from State Judiciary Apportionment Funds.

Background

Apportionment funds are appropriated by the State. These funds may be used for salaries, travel and expenses of assistant prosecutors, investigators and administrative staff. These funds can be used for certain day-to-day expenses of the office as outlined in Governmental Code Section 46.0031.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0440.001940	Apportionment Supplement	$6,136.98
	0100.0440.002010	FICA	$469.48
	0100.0440.002020	Retirement	$893.54

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	10/28/2021 08:49 AM
Form Started By: Melanie Denny		Started On: 10/27/2021 10:56 AM
Final Approval Date: 10/28/2021		

Commissioners Court - Regular Session **43.**

Meeting Date: 11/02/2021

Pass Thru Tolling Transfer

Submitted By: Tomika Lynce, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving a Pass Thru Tolling (PTT) transfer to move $144,327.92 from PTT 1 (PTT non-departmental) to PTT1566-01-009 (FM 1660 CR 134 TO CR 101).

Background

This transfer is being requested to expend remaining funds and close out the funding source.

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	10/27/2021 02:17 PM
Form Started By: Tomika Lynce		Started On: 10/27/2021 09:10 AM
Final Approval Date: 10/27/2021		

Commissioners Court - Regular Session **44.**

Meeting Date: 11/02/2021

2013 Park Bond Transfer

Submitted By: Tomika Lynce, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving a 2013 Park Bond transfer to move $127,000 from P500 (2013 Park Non-Departmental) to P560 (SW Regional Park Restrooms).

Background

This transfer is needed to fund the construction of the project.

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	10/28/2021 10:02 AM
Form Started By: Tomika Lynce		Started On: 10/28/2021 09:05 AM
Final Approval Date: 10/28/2021		

Commissioners Court - Regular Session **45.**

Meeting Date: 11/02/2021

Eye 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 Eye Productions, Inc. for off duty contracting of County Sheriff Deputies to be effective November 2, 2021 (Traffic Control/Safety while filming in Williamson County).

Background

This agreement gives permission for Eye Productions to contract County Sheriff Deputies in a private capacity and the County to invoice them for deputies vehicle usage. This agreement will begin on November 2, 2021 and will terminate on September 30, 2022.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Eye Productions

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	10/26/2021 03:48 PM
Form Started By: Starla Hall		Started On: 10/26/2021 01:02 PM
Final Approval Date: 10/26/2021		

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 NOVEMBER 2nd 1ST, 2021 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: EYE PRODUCTIONS INC.

Signature: _____

Printed Name: CHRIS CANTU-SALAZAR

Title: KEY ASSISTANT LOCATION MANAGER

Date: OCTOBER 22ND, 2021

WILLIAMSON COUNTY LAW ENFORCEMENT AGENCY:

Name of Office: Sheriff

Printed Name of Official: Michael T. Gleason

Signature of Official: _____

Date: October 26, 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 **46.**

Meeting Date: 11/02/2021

Purchase of Vehicles for Sheriff's Office

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 (15) replacement vehicles and one (1) new vehicle for the Williamson County Sheriff's Office and Jail from Silsbee Ford, Lake Country Chevrolet, abd Holiday Chevrolet in the total amount of $672,061.48 through cooperative Contract GoodBuy 21 8F000, Texas Smart Buy 070-A1 (Vehicle) and Tarrant County 2019-181 (Upfitting).

Background

Approval of this item will support the operations of the Williamson County Sheriff's Office and Jail. Attached is a award schedule outlining the various vehicles to be purchased from each vendor, units to be replaced, co-operative contract to be utilized and dollar amount. Quotes for each purchase are also attached. Fleet and budget have reviewed this purchase and verified replacements. Sheriff's Office vehicles will be charged to FY22 01.0100.2004.005700. Sheriff's Office Jail vehicles will be charged to FY22 01.0100.0570.005700. Department contacts are Chief Erickson and Commander Christopher Watts.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Vehicle Table
Ford Interceptor Quote
Ford F-150 Quote
Chevy Traverse Quote
Chevy Tahoe Quote

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	10/28/2021 08:23 AM
County Judge Exec Asst.	Becky Pruitt	10/28/2021 08:42 AM
Form Started By: Erica Smith		Started On: 10/26/2021 02:03 PM
Final Approval Date: 10/28/2021		

Dept	Unit to be Replaced	Replacement	Dealer	Cooperative Contract	Price	Line Item
Sheriff's Office	SA1456	2022 Ford Interceptor	Silsbee Ford	GoodBuy 21 8F000	$ 41,807.99	01.0100.2004.005700
Sheriff's Office	SB1460	2022 Ford Interceptor	Silsbee Ford	GoodBuy 21 8F000	$ 41,807.99	01.0100.2004.005700
Sheriff's Office	SB1646	2022 Ford Interceptor	Silsbee Ford	GoodBuy 21 8F000	$ 41,807.99	01.0100.2004.005700
Sheriff's Office	SB1647	2022 Ford Interceptor	Silsbee Ford	GoodBuy 21 8F000	$ 41,807.99	01.0100.2004.005700
Sheriff's Office	SB1692	2022 Ford F-150	Silsbee Ford	GoodBuy 21 8F000	$ 48,046.32	01.0100.2004.005700
Sheriff's Office	*New Position	2022 Ford F-150	Silsbee Ford	GoodBuy 21 8F000	$ 48,046.32	01.0100.2004.005700
Sheriff's Office	SA080	2022 Chevy Traverse	Lake Country Chevrolet	GoodBuy 21 8F000	$37,055.11	01.0100.2004.005700
Sheriff's Office	SB1716	2022 Chevy Traverse	Lake Country Chevrolet	GoodBuy 21 8F000	$37,055.11	01.0100.2004.005700
Sheriff's Office	SB1725	2022 Chevy Traverse	Lake Country Chevrolet	GoodBuy 21 8F000	$37,055.11	01.0100.2004.005700
Sheriff's Office	SB1726	2022 Chevy Traverse	Lake Country Chevrolet	GoodBuy 21 8F000	$37,055.11	01.0100.2004.005700
Sheriff's Office	SB1730	2022 Chevy Traverse	Lake Country Chevrolet	GoodBuy 21 8F000	$37,055.11	01.0100.2004.005700
Sheriff's Office	SB1732	2022 Chevy Traverse	Lake Country Chevrolet	GoodBuy 21 8F000	$37,055.11	01.0100.2004.005700
Sheriff's Office	SB1739	2022 Chevy Traverse	Lake Country Chevrolet	GoodBuy 21 8F000	$37,055.11	01.0100.2004.005700
Sheriff's Office	SB1746	2022 Chevy Traverse	Lake Country Chevrolet	GoodBuy 21 8F000	$37,055.11	01.0100.2004.005700
Sheriff's Office Jail	SB1893	2022 Chevy Tahoe	Holiday Chevrolet	Texas Smart Buy 070-A1 (Vehicle), Tarrant County 2019-181 (Upfitting)	$56,148.00	01.0100.0570.005700
Sheriff's Office Jail	SB2020	2023 Chevy Tahoe	Holiday Chevrolet	Texas Smart Buy 070-A1 (Vehicle), Tarrant County 2019-181 (Upfitting)	$56,148.00	01.0100.0570.005700
Total:					**$ 672,061.48**	

PR#127236

PRODUCT PRICING SUMMARY

GOODBUY 21 - 8F000 VEHICLES

VENDOR--Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: WILLIAMSON CO.
Prepared by: GLEN ANGELLE
Contact: MICAH
Phone: 409-880-9191
Email:
Email: gangelle.cowboyfleet@gmail.com
Product Description: 2022 FORD INTERCEPTOR UTILITY AWD
Date: October 8, 2021

A. **Bid Item:** _____ **A. Base Price:** $ 32,840.00

B. **Factory Options**

Code	Options	Bid Price	Code	Options	Bid Price
99B	3.3L V6	$ -		EXT TBD	
17A	REAR A/C	$ 610.00			
65U	INT. UPGRADE PACKAGE	$ 390.00		SYNC (HAND FREE)	
60A	GRILL WIRING	$ 50.00		POWER LOCKS/WINDOWS	
86T	RR TAILLAMP HSG.	$ 60.00		CRUISE	
55F	KEYLESS ENTRY 4 KEYS/FOBS	$ 340.00		SYNC 3 (HAND FREE)	
64E	ALUMINUM WHEELS	$ 475.00		CARPET FLOORS	
16B	OBD-II SPLIT CONNECT	$ 55.00		CLOTH BUCKETS/ REAR CLOTH	
	AM/FM/CD/			BADGE DELETE	
	REAR CAMERA			10-SPD. AUTO	

Total of B. Published Options: $ 1,980.00

99B

Published Option Discount (5%) $ (99.00)

C. **Additional Options [not to exceed 25%]** $= 0.3 %

Options	Bid Price	Options	Bid Price
15% TINT FRT. WINDOWS & BROW	$ 100.00		
		QUOTE GOOD TILL 10-30-21	

99B

Total of C. Unpublished Options: $ 100.00

D. **Floor Plan Interest (for in-stock and/or equipped vehicles):** $ -

E. **Lot Insurance (for in-stock and/or equipped vehicles):**

F. **Contract Price Adjustment:** EMERGENCY EQUIPMENT $ 6,395.74

G. **Additional Delivery Charge:** 295 **miles** $ 516.25

H. **Subtotal:** $ 41,732.99

I. **Quantity Ordered** 4 **x K =** $ 166,931.96

J. **Trade in:** _____ $ -

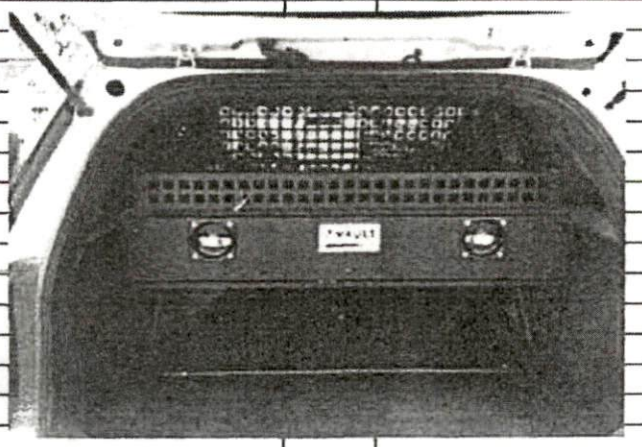
K. **GOODBUY Administrative Fee ($300 per purchase order)** $ 300.00

L. **TOTAL PURCHASE PRICE INCLUDING GOODBUY FEE** $ 167,231.96

QUOTE

AGENCY	WILLIAMSON COUNTY
DATE QUOTED	8-Oct-21
SALESMAN	GLEN ANGELLE

PART NUMBER		DESCRIPTION	UNIT PRICE	EXT PRICE
		2022 PI UTILITY		
W.C399	1	WHELEN CENCOM CORE	$ 779.01	$ 779.01
W.CCTL5	1	WHELEN HANDHELD CONTROLLER	$ 260.13	$ 260.13
W.C399K1	1	OBD II CANPORT	$ 84.40	$ 84.40
W.CEM16	1	16 OUTPUT EXPANSION MODULE	$ 140.00	$ 140.00
W.SA315U	1	100 W SIREN SPEAKER	$ 142.70	$ 142.70
W.SAK1	1	SPEAKER BRACKET	$ 28.29	$ 28.29
W.ISFW508	1	INNER-EDGE R/B W/ TAKE DOWNS	$ 797.64	$ 797.64
				$ -
W.I3JCX	2	ION R/B/W (QTR GLASS)	$ 99.36	$ 198.72
				$ -
				$ -
FLASHER	1	ACTIVATE WIGWAG		$ -
SO.ETHFSSFV	1	TAILLIGHT FLASHER	$ 38.64	$ 38.64
W.3SC0CDCR	2	WHITE CARGO LIGHT REAR CARGO AREA	$ 51.75	$ 103.50
DC.40391	1	LIGHTED ROCKER SWITCH	$ 5.00	$ 5.00
				$ -
425-3818	1	MAGNETIC MIC CLIP (SHIP LOOSE IN BOX)	$ 24.15	$ 24.15
911.CH15	1	911 15 CIRCUIT HARNESS	$ 460.00	$ 460.00
MOT.HSN4038A	1	MOTOROLA RADIO SPEAKER	$ 59.17	$ 59.17
				$ -
W.VTX609JX	2	VERTEX R/B (FRONT HEADLIGHT)	$ 64.40	$ 128.80
W.VTX609D	1	VERTEX R/W (DR REVERSE LIGHT)	$ 64.40	$ 64.40
W.VTX609E	1	VERTEX B/W (PASS REVERSE LIGHT)	$ 64.40	$ 64.40
				$ -
SL.20702	1	STREAMLIGHT LED FLASHLIGHT	$ 111.93	$ 111.93
AA.UP2020	1	SINGLE DRAWER CARGO BOX	$ 1,232.80	$ 1,232.80
		AMERICAN ALUMINUM 44"X24"X8"		$ -
TES.453440	1	NMO MOUNT COAX	$ 14.94	$ 14.94
TES.55279	1	FME TO MINI UHF ADAPTER	$ 7.05	$ 7.05
TES.204468	1	800 MHz ANTENNA	$ 36.07	$ 36.07
		PRE-WIRE FOR RADIO UNDER PASS SEAT		



PARTS		$ 4,781.74
INSTALLATION	22.2 hrs	$ 1,554.00
SHOP SUPPLIES		$ 60.00
TOTAL		$ 6,395.74

PR# 127238

2 - ACO F150's

Replacing SB1692 + New ACO position

PRODUCT PRICING SUMMARY

GOODBUY 21 8F000 VEHICLES

VENDOR--Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: WILLIAMSON CO.
Contact: MICAH KOITE
Email:
Product Description: 2022 FORD CREW CAB

Prepared by: GLEN ANGELLE
Phone: 409-880-9191
Email: gangelle cowboyfleet@gmail.com
Date: October 1, 2021

A. Bid Item: _____ **A. Base Price:** $ 27,670.00

B. Factory Options

Code	Options	Bid Price	Code	Options	Bid Price
	4X4 UPGRADE	$ 2,495.00		EXT. BLACK	
101A	101A PACKAGE	$ 920.00			
	POWER LOCKS/WINDOWS			40/20/40 CLOTH SEATS	
	CRUISE ,REVERSE SENSING				
	5.0L V8	$ 1,995.00			
	LIMITED SLIP REAR END	$ 420.00			
	CLASSIV HITCH	$ 205.00			
	SYNC (BLUE TOOTH)				
	REAR CAMERA				

33,705.00

Total of B. Published Options: $ 6,035.00

Published Option Discount (5%) $ (177.00) 33,528.00

C. Additional Options [not to exceed 25%] $= 1.6 %

Options	Bid Price	Options	Bid Price
TINT 15% WINDOWS	$ 175.00		
TWO ADDITIONAL KEYS	$ 358.00		

Total of C. Unpublished Options: $ 533.00 34,061

D.	Floor Plan Interest (for in-stock and/or equipped vehicles):		$ -
E.	Lot Insurance (for in-stock and/or equipped vehicles):		$ -
F.	Contract Price Adjustment:	EMERGENCY EQUIPMENT	$ 13,378.57 47,439.57
G.	Additional Delivery Charge:	261 miles	$ 456.75 47,896.32
H.	Subtotal:		$ 47,896.32
I.	Quantity Ordered	2 x K =	$ 95,792.64
J.	Trade in:		$ -
K.	GOODBUY Administrative Fee ($300 per purchase order)		$ 300.00
L.	TOTAL PURCHASE PRICE INCLUDING GOODBUY FEE		$ 96,092.64

QUOTE

AGENCY	WILLIAMSON CO
DATE QUOTED	29-Sep-21
SALESMAN	GLEN ANGELLE

PART NUMBER		DESCRIPTION	UNIT PRICE	EXT PRICE
		2022 F150		
AA.EZ-RIDER	1	AMERICAN ALUMINUM INSERT	$ 1,986.50	$ 1,986.50
AA.RUBERMAT-LG	1	RUBBER MAT	INC	INC
AA.LIGHT	1	LED KENNEL LIGHT	INC	INC
AA.PC-MATTE	1	MATTE BLACK POWDERCOAT	INC	INC
AA.COOLGAURDKIT	1	FAN, FAN GUARD AND SWITCH	$ 143.75	$ 143.75
AA.WATERDISH	1	WATER BOWL	$ 88.55	$ 88.55
AA.RAMP	1	RAMP	$ 977.50	$ 977.50
AA.DIVIDER-DD-004	1	KENNEL DIVIDER FOR 2 DOGS	$ 335.80	$ 335.80
ACE.HP5020	1	ACE HOT-N-POP WITH WINDOW DROP	$ 1,344.50	$ 1,344.50
		AND DOOR POP		$ -
ACE.H-NKLBK-P	1	SAFETY FEATURE	$ 71.50	$ 71.50
				$ -
HAV.C-1800	1	18" HAVIS CONSOLE	$ 200.00	$ 200.00
HAV.TMW-F150-03	1	F-150 TUNNEL PLATE	$ 85.50	$ 85.50
HAV.C-CUP2-I	1	CUP HOLDER	$ 28.25	$ 28.25
HAV.C-ARM-101	1	ARM REST	$ 52.75	$ 52.75
HAV.C-MC	2	MIC CLIP	$ 7.40	$ 14.80
HAV.C-MCB	2	MIC CLIP BRACKET	$ 9.40	$ 18.80
425-3818	1	MAGNETIC MIC CLIP	$ 24.15	$ 24.15
HAV.PKG-PSM-185	1	PREMIUM LAP TOP MOUNT	$ 220.00	$ 220.00
HAV.DS-PAN-1112	1	CF-33 DOCKINGS STATION W/PWR SUPPLY	$ 916.68	$ 916.68
				$ -
W.VTX609F	2	AMBER/WHITE VERTEX (REAR CORNER)	$ 81.50	$ 163.00
W.MCRNSA	1	SUR MNT AMBER MICRON (GRILLE)	$ 70.50	$ 70.50
W.MCRNSC	1	SUR MNT AMBER MICRON (GRILLE)	$ 70.50	$ 70.50
DC.40391	1	LIGHTED ROCKER SWITCH	$ 5.00	$ 5.00
				$ -
WES.21-23945	1	PLATINUM 4" OVAL STEPS	$ 231.69	$ 231.69
				$ -
				$ -
LEER100RCC	1	LEER100RCC FIBERGLASS CAMPER SHELL WITH SIDE OPENING PANELS WITH STORAGE BEHIND, LED LIGHTING PAINTED WHITE AND INSTALLED ON 2021 FORD F-150 5'5" BED	$ 4,161.85	$ 4,161.85
		PARTS		$ 11,211.57
		INSTALLATION	30.1 hrs	$ 2,107.00
		SHOP SUPPLIES		$ 60.00
		TOTAL		$ 13,378.57

FLEET GROUP

PR# 127227

PRODUCT PRICING SUMMARY

GOODBUY 21 8F000 VEHICLES

VENDOR--LAKE COUNTRY CHEVROLET 2152 N. WHEELER ST. JASPER TX. 75951

End User: WILLIAMSON CO.
Contact: MICAH KOITE
Email:
Product Description: 2022 CHEVY TRAVERSE

Prepared by: GLEN ANGELLE
Phone: 409-880-9191
Email: gangelle.cowboyfleet@gmail.com
Date: October 8, 2021

A. Bid Item: _____ **A. Base Price:** $ 24,672.00

B. Factory Options

Code	Options	Bid Price	Code	Options	Bid Price
	2021 LT /4WD UPGRADE	$ 6,621.00		EXT. TBD	
	3.6L V6				
	9 -SPD. AUTO				
	18" ALUMINUM WHEELS			BLUETOOTH	
	3ED. ROW SEAT				
	AM/FM/CD				
	POWER LOCKS/WINDOWS			EST. 3% PRICE INCREASE $740.16	
	CRUISE			FOR 2022	
	3RD. ROW SEAT				
	REAR CAMERA				

Total of B. Published Options: $ 6,621.00

Published Option Discount (5%) $ -

C. Additional Options [not to exceed 25%] $= 16.8 %

Options	Bid Price	Options	Bid Price
EMERGENCY EQUIPMENT	$ 4,667.86	2 EXTRA KEYS / FOBS	$ 450.00
		15% TINT W/ BROW	$ 150.00
		QUOTE GOOD TILL 10-30-21	

Total of C. Unpublished Options: $ 5,267.86

D.	**Floor Plan Interest (for in-stock and/or equipped vehicles):**	$ -
E.	**Lot Insurance (for in-stock and/or equipped vehicles):**	$ -
F.	**Contract Price Adjustment:** _____	$ -
G.	**Additional Delivery Charge:** 261 **miles**	$ 456.75
H.	**Subtotal:**	$ 37,017.61
I.	**Quantity Ordered** 8 **x K =**	$ 296,140.88
J.	**Trade in:** _____	$ -
K.	**GOODBUY Administrative Fee ($300 per purchase order)**	$ 300.00
L.	**TOTAL PURCHASE PRICE INCLUDING GOODBUY FEE**	$ 296,440.88

QUOTE

AGENCY	WILLIAMSON COUNTY
DATE QUOTED	8-Oct-21
SALESMAN	GLEN ANGELLE

PART NUMBER		DESCRIPTION	UNIT PRICE	EXT PRICE
		2021 CHEVROLET TRAVERSE		
TV.T-CHTRVU1-18N-TR-HG	1	TRAVERSE SINGLE DRAWER ELEVATED TRUCKVAULT	$ 1,450.00	$ 1,450.00
				$ -
W.MCRNSJX	2	WHELEN MICRON R/B (GRILL)	$ 64.77	$ 129.54
425-3818	2	MAGNETIC MIC CLIP	$ 24.15	$ 48.30
SO.ENFWB00N7P	1	FRONT INTERIOR LB R/B W/TD	$ 747.04	$ 747.04
SO.ETHFSSFV	1	HEADLIGHT FLASHER	$ 39.00	$ 39.00
SO.ETHFSSFV	1	TAILLIGHT FLASHER	$ 39.00	$ 39.00
SO.ETSA461HPP	1	SOUNDOFF HANDHELD SIREN	$ 326.14	$ 326.14
W.SA315U	1	100W SIREN SPEAKER	$ 142.70	$ 142.70
W.SAK1	1	SPEAKER BRACKET	INC	
SO.ENFTCDGS1206	1	6 MOD RED BLUE LIGHTSTICK	$ 349.14	$ 349.14
		PARTS		$ 3,270.86
		INSTALLATION	19.1 hrs	$ 1,337.00
		SHOP SUPPLIES		$ 60.00
		TOTAL		$ 4,667.86

FLEETGROUP

HOLIDAY AUTOGROUP.COM

Date	10/18/2021
Estimate #	[redacted]
Estimate By	George Severe
	george@defendersupply.c...
	903-771-0845



Bill To
Williamson Co TX SO Jail Commander Christopher Watts 508 S. Rock Street Georgetown, TX 78626

Customer Contact	Christopher T. Watts
Customer Phone	512-943-1407
Customer E-mail	cwatts@wilco.org

2022 Chevrolet Tahoe 9C1 Vehicle Base Color - Black

Description	Location	Qty	Price	Total
2022 Chevrolet Tahoe 9C1 RWD Police Pursuit Vehicle with EcoTec3 5.3-liter, 10-Speed Auto Trans with Heavy Duty Cooler, Heavy Duty Clutch Type Locking Differential, Dual Batteries with 760-amp Auxiliary Battery, High-output Alternator, 20-inch Steel Wheels, Brembo Front Calipers with 16-inch rotors, Keyless Entry & Push-to-Start Ignition, OnStar with Bluetooth Connectivity, Additional Key FOBs & Radio Suppression. (No Spotlight) Purchased Through Holiday Chevrolet on Texas Smart Buy Cooperative Contract # 070-A1 Series XS135PUR - Commodity Code 0710540306 Holiday Chevrolet 1009 Highway 82 West Whitesboro, Tx 76273 Vin #'s Vehicle is Purchased Through Holiday Chevrolet (Johnson – Grayson Automotive) - Make Payment to Holiday Chevrolet Customer PO # for (2) Two Units @ $56,148.00 each - Total is $112,296.00 - Make Payment to Holiday Chevrolet		2	33,900.03	67,800.06

Final sale amount may be subject to state and local sales tax. PLEASE NOTE: Once this estimate has been approved, either by signature on this form, written approval referencing the estimate number or the issuance of purchase order, any changes or cancellations of parts made by the customer are subject to a 25% restocking fee. Any addtional customer-requested parts/services will be added to the total amount of the sale.

Vehicle & Emergency Equipment Total

Signature

HOLIDAY AUTOGROUP.COM

Date	10/18/2021
Estimate #	[redacted]
Estimate By	George Severe george@defendersupply.c... 903-771-0845



Bill To
Williamson Co TX SO Jail Commander Christopher Watts 508 S. Rock Street Georgetown, TX 78626

Customer Contact	Christopher T. Watts
Customer Phone	512-943-1407
Customer E-mail	cwatts@wilco.org

2022 Chevrolet Tahoe 9C1 Vehicle Base Color - Black

Description	Location	Qty	Price	Total
Vehicle titles should be in the name & address of: Williamson County Attn: Hillary McCoy 710 S. Main St., Suite 301 Georgetown, Texas 78626 For Payment Email Invoice only to: SO-AP@wilco.org Williamson County Attn: Peggy Braun 508 S. Rock St. Georgetown, TX 78626 512-943-1100 Per Micah on 06/18/19 Ship paperwork to: Kevin Teller - Fleet Director c/o Williamson Co TX SO 3151 SE Inner Loop-Suite B Georgetown, TX 78626 512-943-3368 Williamson Co TX SO - WO # - Work Order Tech Note: The Lighting Program was supplied to Defender Supply by Marc Courville @ Federal Signal & Approved by Williamson County - This program is the only Program that can be used & must be used by all techs on all units. Light Sequence is Red/Red/Blue/Blue - Unsynced No Paint or Graphics on these Units. Emergency Equipment is Purchased Through Defender Supply using The Tarrant County Cooperative Contract # 2019-181				

Final sale amount may be subject to state and local sales tax. PLEASE NOTE: Once this estimate has been approved, either by signature on this form, written approval referencing the estimate number or the issuance of purchase order, any changes or cancellations of parts made by the customer are subject to a 25% restocking fee. Any addtional customer-requested parts/services will be added to the total amount of the sale.

Vehicle & Emergency Equipment Total

Signature

HOLIDAY AUTOGROUP.COM

Date	10/18/2021
Estimate #	[redacted]
Estimate By	George Severe
	george@defendersupply.c...
	903-771-0845



Bill To
Williamson Co TX SO Jail Commander Christopher Watts 508 S. Rock Street Georgetown, TX 78626

Customer Contact	Christopher T. Watts
Customer Phone	512-943-1407
Customer E-mail	cwatts@wilco.org

2022 Chevrolet Tahoe 9C1 Vehicle Base Color - Black

Description	Location	Qty	Price	Total
01/19/21 - George on these new units, want to know if we can go back to single spotlight on drivers side only?				
2 Year Texas State Inspection Certificate		2	7.00	14.00
Defender Supply Driver Side Spot Light with LED Bulb for 2021+ Chevrolet Tahoe 9C1 & SSV. Includes Installation.		2	560.00	1,120.00
Federal Signal Spectralux ILS Low Profile Off-Axis Style Interior Mount LED Warning System with Red/White LED Reflectors Driver Side and Blue/White LED Reflectors Passenger Side for the 2021+ Chevrolet Tahoe 9C1 & SSV		2	806.00	1,612.00
Tahoe rear ILS with driver Red/Amber and passenger Blue/Amber. Designed for use w/ Pathfinder or Smart Siren		2	750.00	1,500.00
Federal Signal Siren/Light Controller with 17-Button Controller, 100/200 W, OBDII with Integration Capability, Integrated Rumbler Capability &Integrated Dual-tone Capability		2	1,273.365	2,546.73
25-ft OBDII interface cable, for use on 2018-2020 Chevrolet Tahoe, 2017-2019 Ford Police Interceptor Utility, 2018-2019 Ford F-150, 2018-2020 Chevrolet Silverado		2	139.505	279.01
Federal Signal 24 Channel Expansion Module for Pathfinder Siren/Light Controller		2	228.045	456.09
Federal Signal ES100C/DynaMax, 100W, High Output, Compact Design, Class A Speaker		2	156.00	312.00
Federal Signal ES100 Speaker Bracket, Universal Bail Mount Design		2	22.10	44.20
Federal Signal Pair of Rumbler® Low-Frequency Siren for Police Vehicles Delivering up to 10 dB more Sound Pressure		2	349.715	699.43
Federal Signal Rumbler Brackets, 2021 Tahoe		2	42.04	84.08
Federal Signal Heavy Duty PBX Series Push Bumper for 2021+ Chevrolet Tahoe 9C1 & SSV		2	641.09	1,282.18
Federal Signal - PBX Series Push Bumper Wing Wrap for a 2021+ Chevrolet Tahoe 9C1 & SSV		2	400.035	800.07

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Vehicle & Emergency Equipment Total

Signature

HOLIDAY AUTOGROUP.COM

Date	10/18/2021
Estimate #	[redacted]
Estimate By	George Severe
	george@defendersupply.c...
	903-771-0845



Bill To
Williamson Co TX SO Jail Commander Christopher Watts 508 S. Rock Street Georgetown, TX 78626

Customer Contact	Christopher T. Watts
Customer Phone	512-943-1407
Customer E-mail	cwatts@wilco.org

2022 Chevrolet Tahoe 9C1	Vehicle Base Color - Black

Description	Location	Qty	Price	Total
Federal Signal - PBX Series Push Bumper Four-Light top-channel for Chevy Tahoe 9C1 & Ford F-150 bumpers, use with MPS600U or MPS620U lights		2	32.485	64.97
Federal Signal Micropulse 620 Ultra Surface Mount - 12LED Lighthead Dual Color Red/White - Mounted on Top Rail of Push Bumper & White Lights to Function as Alley Lights too.		4	100.7625	403.05
Federal Signal Micropulse 620 Ultra Surface Mount - 12LED Lighthead Dual Color Blue/White - Mounted on Top Rail of Push Bumper & White Lights to Function as Alley Lights too.		4	100.7625	403.05
Federal Signal - Dual Color and with 6 LEDs Corner Lights with In-Line Flasher in Red/Blue - Mounted on Front Corners of Front Bumper - See Past Build Pictures on WO # 18221		4	75.10	300.40
Federal Signal Micropulse Ultra 24 LED lighthead Dual Color Surface Mount Light in Red/Blue - Mounted on Each Side of the Rear License Plate to Body of Vehicle - Vertical - Up & Down		4	118.5025	474.01
Federal Signal Micropulse 620 Ultra Surface Mount - 12LED Lighthead Dual Color Red/White - Mounted on Running Boards (Four per Side - Front to Back is RW/BW/RW/BW) & White Lights to Function as Alley Lights when Activated		8	100.7625	806.10
Federal Signal Micropulse 620 Ultra Surface Mount - 12LED Lighthead Dual Color Blue/White - Mounted on Running Boards (Four per Side - Front to Back is RW/BW/RW/BW) & White Lights to Function as Alley Lights when Activate		8	100.7625	806.10
Kit of four 5-degree rubber mounting wedges for use with MPS600U lights		4	15.585	62.34
Federal Signal XStream Interior Mount Warning Light, Dual Head model with wire lead, Tri-Color-Blue/Red/White - Mounted in Rear Side Glass – Programmed to do White Alley Lights when Activated		4	201.50	806.00

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Vehicle & Emergency Equipment Total

Signature

HOLIDAY AUTOGROUP.COM

Date	10/18/2021
Estimate #	[redacted]
Estimate By	George Severe
	george@defendersupply.c...
	903-771-0845



Bill To
Williamson Co TX SO Jail Commander Christopher Watts 508 S. Rock Street Georgetown, TX 78626

Customer Contact	Christopher T. Watts
Customer Phone	512-943-1407
Customer E-mail	cwatts@wilco.org

2022 Chevrolet Tahoe 9C1	Vehicle Base Color - Black

Description	Location	Qty	Price	Total
Federal Signal MicroPulse Ultra 620, Dual Color Surface Mount LED Lights in Red/Blue with Clear Lens, Intended to be Flashed with the Pathfinder Siren Controller & has Dimming Capability - Mounted on Bottom of Liftgate		4	94.05	376.20
Defender Supply TAHOE Prisoner Partition with Full Across Poly Window with Center Slider, Recessed Center and Lower Kick Panels. Includes Shipping and Installation.		2	645.66	1,291.32
Defender Supply Surface Mount Dual Weapon Universal Cuff Lock with 8 Second Timer, Switch, Defender Supply Gunlock Wire Harness. Includes Installation.		2	452.50	905.00
Defender Supply TAHOE Cargo Barrier with Mesh Window, Plastic Prisoner Seat with Center Pull Seat Belt System. Includes Shipping and Installation.		2	1,585.00	3,170.00
Defender Supply TAHOE Steel Window Guards . Includes Shipping and Installation.		2	361.84	723.68
Defender Supply TAHOE Prisoner Door Panels. Includes Shipping and Installation.		2	362.50	725.00
Defender Supply Rear Seat Dome Light - Includes 2, 3" Round Red/White Dome Lights Mounted Over Rear Driver and Passenger Side Seat with Switches on the C-pillar for the Coresponding Side. Includes Installation.		2	258.90	517.80
Defender Supply TAHOE Console Package - Contoured Police Console With Dual Cup Holder, Arm Rest, 2 Magnetic Mic Clips, Base Plate. Includes Installation.		2	806.90	1,613.80
Whelen LED Flush Mount Compartment Light in Red & White - Mounted over Console with On/Off Switch		2	46.95	93.90
Havis Docking Station with Dual Pass-Through Antenna connection for Panasonic Toughbook 33, 2-in-1 Laptop with Power Supply		2	995.005	1,990.01
Defender Supply Computer Mount; Console. Includes Installation.		2	421.85	843.70

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Vehicle & Emergency Equipment Total

Signature

HOLIDAY AUTOGROUP.COM

Date	10/18/2021
Estimate #	[redacted]
Estimate By	George Severe
	george@defendersupply.c...
	903-771-0845



Bill To
Williamson Co TX SO Jail Commander Christopher Watts 508 S. Rock Street Georgetown, TX 78626

Customer Contact	Christopher T. Watts
Customer Phone	512-943-1407
Customer E-mail	cwatts@wilco.org

2022 Chevrolet Tahoe 9C1	Vehicle Base Color - Black

Description	Location	Qty	Price	Total
Havis 2 Inch Blank Faceplates		2	0.00	0.00
Havis 1-Piece Equipment Mounting Bracket, 4' Mounting Space, Fits Federal Signal Smart Siren SSP3000		2	0.00	0.00
Havis 2.5' Console Equipment Bracket for 1-Piece Motorola XTL-1500		2	0.00	0.00
Havis Equipment Bracket for Panasonic Arbitrator - ARB-WJ-VR30		2	0.00	0.00
Havis Faceplate 1-Piece Equipment Mounting Bracket, 3.5' Mounting Space, Fits Misc. Carson SC-409		2	24.95	49.90
Streamlight SI-20L Nimh Flashlight - Mounted inside the console towards the rear. See Customer Supplied Pictures.		2	128.945	257.89
Streamlight Stinger DS LED - 12V DC Steady Charge - Mounted inside the console towards the rear. See Customer Supplied Pictures.		2	108.415	216.83
Defender Supply Rear Hatch Dome Light - Includes 2, 3' Round Red/White Dome Lights Mounted On Rear Hatch, 1 On Each Side, Switch, Defender Supply Dome Wire Harness. Includes Installation.		2	203.90	407.80
Make & Model of Customer Supplied Police Radio - Motorola APX7500/DB/Dash Mount O5 Control head - Customer to Install, Please Pre-Wire for One Piece Radios Does the Customer Supplied Police Radio need to be “Hot”, Powered all the time or on Ignition - On Ignition Is Customer Supplied Police Radio a One or Two Piece Unit - One Piece What is the Frequency of Customer Supplied Police Radio - 800Mhz & VHF Customer does NOT wish to have the radio rebroadcast feature. WilCo will install the radios in all of our units in house. Defender only needs to install the antennas, radio speakers, battery lead wire, and ignition lead wire to the console. Pre-Wire to Console for Radio Power, Ground & Roof Antenna.				
Motorola 13-Watt Police Radio Speaker with Mounting Bracket - Mounted in Console		2	88.70	177.40

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Vehicle & Emergency Equipment Total

Signature

HOLIDAY AUTOGROUP.COM

Date	10/18/2021
Estimate #	[redacted]
Estimate By	George Severe
	george@defendersupply.c...
	903-771-0845



Bill To
Williamson Co TX SO Jail Commander Christopher Watts 508 S. Rock Street Georgetown, TX 78626

Customer Contact	Christopher T. Watts
Customer Phone	512-943-1407
Customer E-mail	cwatts@wilco.org

2022 Chevrolet Tahoe 9C1 Vehicle Base Color - Black

Description	Location	Qty	Price	Total
Tahoe Roof Antenna Placement 800 MhZ Antenna – Roof mounted between B-C pillars VHF Antenna -- Roof mounted between B-C pillars Bluetooth Antenna -- roof mounted on pass. side between A-B pillars Panasonic Arbitrator Antenna - Mounted between the A-B pillars. Multi Purpose GPS Cradlepoint Antenna - Mount between the C-D pillars. Note - Cradle Point Mounting Placement: CAT 6 Cables go in these locations: Blue Cable - CP to Dock White Cable- VPU (PC PORT) to Dock Customer is not using the "RED" Cable any longer				
Defender Supply TAHOE Premium Single Drawer Storage Box. Includes Shipping and Installation.		2	1,845.00	3,690.00
Window Tint - For Two Front Windows - 20.0% Tint Please		2	85.00	170.00
Wash and Prepare Vehicle for Delivery to Customer		2	100.00	200.00
Vehicle Dealer Prep		2	130.00	260.00
Misc. Shop Supplies		2	30.00	60.00
Shipping of Above Emergency Parts for Upfit		2	150.00	300.00
Defender Supply Custom Made Vehicle Wiring Harness, Power Distribution Module & Blue Sea Battery Management System Designed for Heavy Duty Use		2	599.95	1,199.90

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Signature

HOLIDAY AUTOGROUP.COM

Date	10/18/2021
Estimate #	[redacted]
Estimate By	George Severe
	george@defendersupply.c...
	903-771-0845



Bill To
Williamson Co TX SO Jail Commander Christopher Watts 508 S. Rock Street Georgetown, TX 78626

Customer Contact	Christopher T. Watts
Customer Phone	512-943-1407
Customer E-mail	cwatts@wilco.org

2022 Chevrolet Tahoe 9C1 — Vehicle Base Color - Black

Description	Location	Qty	Price	Total
Panasonic Arbitrator 360 CAT 6 Blue Cable CAT 6 White Cable Radio Power & Ground Mobile Power (HKN4191B) ANTENNA, GPS/BT/WIFI, VEHICLE (AN000163A01) CABLE, MOBILE ACCY/IGN POWER (HLN6863B) Tech Note: The Lighting Program was supplied to Defender Supply by Marc Courville @ Federal Signal & Approved by Williamson County - This program is the only Program that can be used & must be used by all techs on all units. Tech: Please used Loc-tite on all Brush Guard Bolts Customer will install their own radio, please run Power, Ground & Antenna Wiring to Console For Customer Supplied Parts, Tech Support or Panasonic Camera Assistance contact: Paul Best Public Safety Systems Administrator Williamson County ITS Office – (512) 943-1481 Fax – (512) 943-1474 Paul.Best@wilco.org No Vehicle Paint or Graphics - Customer is doing their own Graphics.		88	110.00	9,680.00
Delivery to Department		2	350.00	700.00

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Vehicle & Emergency Equipment Total

Signature

HOLIDAY AUTOGROUP.COM

Date	10/18/2021
Estimate #	[redacted]
Estimate By	George Severe george@defendersupply.c... 903-771-0845



Bill To
Williamson Co TX SO Jail Commander Christopher Watts 508 S. Rock Street Georgetown, TX 78626

Customer Contact	Christopher T. Watts
Customer Phone	512-943-1407
Customer E-mail	cwatts@wilco.org

2022 Chevrolet Tahoe 9C1 Vehicle Base Color - Black

Description	Location	Qty	Price	Total
Deliver Vehicles to: Fleet Maintenance 3151 SE Inner Loop-Suite B 508 South Rock Street Georgetown, TX 78626 512-943-3368 Call 30 minutes before arrival.				

Final sale amount may be subject to state and local sales tax. PLEASE NOTE: Once this estimate has been approved, either by signature on this form, written approval referencing the estimate number or the issuance of purchase order, any changes or cancellations of parts made by the customer are subject to a 25% restocking fee. Any addtional customer-requested parts/services will be added to the total amount of the sale.

Vehicle & Emergency Equipment Total **$112,296.00**

Signature _____

Commissioners Court - Regular Session **47.**

Meeting Date: 11/02/2021

Bulk Purchase of Panasonic Toughbooks from GTS Technology Solutions - Various Departments

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the agreement between Williamson County and GTS Technology Solutions for the bulk purchase of thirty-eight (38) approved and budgeted toughbooks and equipment for a total not to exceed $162,168.06, pursuant to the DIR contract #DIR-TSO-4025, and authorizing the execution of the agreement.

Background

This budgeted bulk purchase of thirty-eight (38) toughbooks and equipment (rugged mobile computers) will benefit Williamson County with better prices and discounts for savings when ordered in this manner. The attached quote has the detailed information regarding what equipment is being purchased. The cost of $162,168.06 is the purchase amount. Legal and Contract Audit have reviewed this agreement. IT has approved this agreement. There are 7 line item expenditures used for this purchase from various departments as approved in the FY22 budget. The department point of contact is Richard Semple.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

GTS Panasonic Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	10/28/2021 08:52 AM
County Judge Exec Asst.	Becky Pruitt	10/28/2021 09:45 AM
Form Started By: Mary Watson		Started On: 10/26/2021 02:28 PM
Final Approval Date: 10/28/2021		

Quote

GTS Technology Solutions, Inc.
9211 Waterford Centre Blvd
Suite 275
Austin, TX, 78758
Phone: (512) 452-0651

Quote #: [redacted]
Date: [redacted]
Delivery Date:
Expire Date: [redacted]
Customer ID: [redacted]
Sales Contact: Jonathan Wey

QUOTE FOR:	SHIP TO:
Williamson County	Williamson County

CUSTOMER P.O. NO.	TERMS	SALES REP
	Net 30 Days	Tanner Funke

SHIPPING TERMS	SHIP VIA

NO.	ITEM	CONTRACT	QTY.	UOM	PRICE	EXTENDED PRICE
1	CF-20G5-01VM: PANASONIC CF-20 TOUGHBOOK	[redacted]	10.00	EACH	$3,531.07	$35,310.70
	NOTE: PUBLIC SECTOR SPECIFIC, ELITE RFID, WIN10 PRO, INTEL CORE I5-7Y57 1.20GHZ, VPRO, 10.1" WUXGA 10-PT GLOVED MULTI TOUCH+DIGITIZER, 8GB, 256GB SSD, INTEL WI-FI A/B/G/N/AC, TPM 2.0, BLUETOOTH, DUAL PASS (CH1:WWAN/CH2:WWAN-GPS), 2D BAR LASER (N6603), CONTACTLESS SMARTCARD, 4G LTE-ADVANCED MULTI CARRIER (EM7455), INFRARED WEBCAM, 8MP CAM, BRIDGE BATTERY, EMISSIVE BACKLIT KEYBOARD, FLAT, NO ENERGY STAR / EPEAT, TOUGHBOOK PREFERRED, 3 YEAR PROSERVICE PREMIER DEPLOYMENT SERVICE, LAPTOP PROPLUS WARRANTY, AND 256 SSD NO RETURN SERVICE					
2	CF-VZSU0QW: BATTERY FOR CF-20 MK1	[redacted]	10.00	EACH	$123.71	$1,237.10
3	CF-33RZ-0CVM: Panasonic CF-33	[redacted]	19.00	EACH	$3,544.09	$67,337.71
	NOTE: PUBLIC SECTOR SPECIFIC, WIN10 PRO, INTEL CORE I5-10310U 1.7GHZ (4.4GHZ), VPRO, 12.0" QHD GLOVED MULTI TOUCH+DIGITIZER, 16GB, 512GB OPAL SSD, INTEL WI-FI 6, BLUETOOTH, 4G LTE BAND 14 (EM7511), DUAL PASS (CH1:WWAN/CH2:WWAN-GPS), INFRARED WEBCAM, 8MP REAR CAMERA, CONTACTLESS SMARTCARD, BARCODE, STANDARD BATTERIES (2), TPM 2.0, FLAT, CF-SVCPDEP3Y - TOUGHBOOK TOUGHPAD PREMIER DEPLOYMENT - INCLUDES IMAGING, CUSTOMER PORTAL ACCESS, MULTILOCATION SHIPPING AND DISK IMAGE MANAGEMENT AT THE PANASONIC NATIONAL SERVICE CENTER (YEARS 1,2,3), FZ-SVC512SSD3Y - 512GB SSD - TOUGHPAD NO RETURN OF DEFECTIVE DRIVE (YEARS 1,2, 3), FZ-SVCTPNF3YR - PROTECTION PLUS WARRANTY - TABLET PC (YEARS 1, 2, 3), CF-SVCBIOS1 - NSC CUSTOM BIOS POST SALE ENTITLEMENT., CF-SVCADDPRM12B - ABSOLUTE RESILIENCE - 12 MONTH TERM - PANASONIC PS BUNDLE SLED CUSTOMER ONLY.					
4	CF-VEK333LMP: PANASONIC : PREMIUM KEYBOARD FOR CF-33 Mk1, Mk2. NEW IMPROVED, 3X BRIGHTER OUT-OF-THE-BOX. EMISSIVE RED BACKLIT (4 LEVELS). HANDLE/KICKSTAND DISPLAY CAN BE OPENED TO ANY ANGLE. COMPATIBLE WITH TABLET, 33 LAPTOP VEHICLE DOCK, AND 33 DESKTOP DOCK. ETHERNET,	[redacted]	19.00	EACH	$554.26	$10,530.94
5	CF-VEB331U: Desktop Dock for CF-33.Requires Premium Keyboard (sold separately).Ethernet (2), HDMI, VGA, USB 2.0 (4), USB 3.0 (2), Serial, Power, Docking Connector, Kensington Lock, Release Lever and Power Button. No AC Adapter included	[redacted]	21.00	EACH	$320.87	$6,738.27
6	FZ-55FZ-12VM: Panasonic: Toughbook 55	[redacted]	9.00	EACH	$2,999.25	$26,993.25
	NOTE: Public Sector Specific, Win10 Pro, Intel Core i5-1145G7 (up to 4.4GHz), vPro, 14.0" FHD 1000 nit Gloved Multi Touch, 16GB, 512GB OPAL SSD, Intel Wi-Fi 6, Bluetooth, 4G LTE Band 14 (EM7511), Dual Pass (Ch1:WWAN-GPS/Ch2: WWAN), Infrared Webcam, Standard Battery, TPM 2.0, Emissive Backlit Keyboard, Flat, CF-SVC512SSD3Y - 3 Year No Return of Defective Drive, CF-SVCADDPRM12B - 1 Year Absolute Resilience Panasonic Warranty Bundle SKU Only, CF-SVCLTNF3YR - 3 Year Protection Plus Warranty, CF-SVCPDEP3Y - 3 Year Premier Deployment					

Continued...

Quote

GTS Technology Solutions, Inc.
9211 Waterford Centre Blvd
Suite 275
Austin, TX, 78758
Phone: (512) 452-0651

Quote #: [redacted]
Date: [redacted]
Delivery Date:
Expire Date: [redacted]
Customer ID: [redacted]
Sales Contact: Jonathan Wey

QUOTE FOR:	SHIP TO:
Williamson County	Williamson County

CUSTOMER P.O. NO.	TERMS	SALES REP
	Net 30 Days	Tanner Funke
SHIPPING TERMS		**SHIP VIA**

NO.	ITEM	CONTRACT	QTY.	UOM	PRICE	EXTENDED PRICE
7	CF-AA5713A2M: AC Adapter (100W) for FZ-55, CF-33	[redacted]	17.00	EACH	$77.43	$1,316.31
8	CF-SVCPSY4: PANASONIC : 4th year Public Safety Service Bundle Add on (Year 4 only). Must be purchased in conjunction with PS bundle base unit. Includes Premier, P	[redacted]	38.00	EACH	$334.31	$12,703.78

Total Weight (EACH):	0	**Sales Total:**	$162,168.06
Total Volume (EACH):	0	**Freight & Misc.:**	$0.00
		Tax Total:	$0.00
		Total (USD):	$162,168.06

These prices do NOT include taxes, insurance, shipping, delivery, setup fees, or any cables or cabling services or material unless specifically listed above. All prices are subject to change without notice. Supply subject to availability.

STATE OF TEXAS
DEPARTMENT OF INFORMATION RESOURCES

CONTRACT FOR PRODUCTS AND RELATED SERVICES

PANASONIC SYSTEM COMMUNICATIONS COMPANY OF NORTH AMERICA

1. Introduction

A. Parties

This Contract for Products and Related Services ("Contract") is entered into between the State of Texas ("State"), acting by and through the Department of Information Resources ("DIR") with its principal place of business at 300 West 15th Street, Suite 1300, Austin, Texas 78701, and Panasonic System Communications Company of North America ("Vendor"), with its principal place of business at Two RiverFront Plaza, Newark, New Jersey, 07102.

B. Compliance with Procurement Laws

This Contract is the result of compliance with applicable procurement laws of the State of Texas. DIR issued a solicitation on the Comptroller of Public Accounts' Electronic State Business Daily, Request for Offer (RFO) DIR-SDD-TMP-399, on May 17, 2017, for IBM Branded, Fujitsu Branded and Panasonic Branded Products and Related Services and Cloud Services. Upon execution of this Contract, a notice of award for RFO DIR-SDD-TMP-399 shall be posted by DIR on the Electronic State Business Daily.

C. Order of Precedence

For purchase transactions under this Contract, the order of precedence shall be as follows: this Contract; Appendix A, Standard Terms and Conditions For Products and Related Services Contracts; Appendix B, Vendor's Historically Underutilized Businesses Subcontracting Plan; Appendix C, Pricing Index; Exhibit 1, Vendor's Response to RFO DIR-TSO-TMP-399, including all addenda; and Exhibit 2, RFO DIR-TSO-TMP-399, including all addenda; are incorporated by reference and constitute the entire agreement between DIR and Vendor governing purchase transactions. In the event of a conflict between the documents listed in this paragraph related to purchases, the controlling document shall be this Contract, then Appendix A, then Appendix B, then Appendix C, then Exhibit 1, and finally Exhibit 2. In the event and to the extent any provisions contained in multiple documents address the same or substantially the same subject matter but do not actually conflict, the more recent provisions shall be deemed to have superseded earlier provisions.

2. Term of Contract

The term of this Contract shall be two (2) year commencing on the last date of approval by DIR and Vendor. Prior to expiration of the term, DIR and Vendor may extend the Contract, by amendment, for up to three (3) optional one-year terms. The contract will renew automatically in one-year increments for three (3) additional years under the same terms and conditions unless either party provides notice to the other party 60 days in advance of

the renewal date stating that the party wishes to discuss modification of terms or not renew. Additionally, the parties by mutual agreement may extend the term for up to ninety (90) additional calendar days.

3. Product and Service Offerings

A. Products

Products available under this Contract are limited to Panasonic branded products and authorized Third Party Products as specified in Appendix C, Pricing Index.

Authorized third party products are those hardware, peripherals, accessories and software by other manufacturers or publishers that may be used as an attachment or embedded within a Panasonic device to create, enhance or extend the functionality of the Panasonic branded device; or to create, enhance or extend the functionality of the authorized third party product which relies on a Panasonic branded product platform to function.

Vendor may incorporate changes to their Panasonic branded products and authorized third party product offering; however, any changes must be within the scope of products awarded based on the solicitation described in Section 1.B above. Vendor may not add a manufacturer's product which was not proposed in the Vendor's response to the solicitation described in Section 1.B above without pre-approval of DIR. All third party products must be sold as part of a solution for a Panasonic Branded product and cannot be sold separately.

B. Services

Services available under this Contract are limited to the related services as specified in Appendix C, Pricing Index. Vendor may incorporate changes to their service offering; however, any changes must be within the scope of services awarded based on the posting described in Section 1.B above.

4. Pricing

Pricing to the DIR Customer shall be as set forth in Appendix A, Section 7, Pricing, Purchase Orders, Invoices and Payment, and as set forth in Appendix C, Pricing Index, and shall include the DIR Administrative Fee.

5. DIR Administrative Fee

A) The administrative fee to be paid by the Vendor to DIR based on the dollar value of all sales to Customers pursuant to this Contract is three-quarters of one percent (.75%). Payment will be calculated for all sales, net of returns and credits. For example, the administrative fee for sales totaling $100,000 shall be $750.00.

B) All prices quoted to Customers shall include the administrative fee. DIR reserves the right to change this fee upwards or downwards during the term of this Contract, upon written notice to Vendor without further requirement for a formal contract amendment. Any change in the administrative fee shall be incorporated in the price to the Customer.

6. Notification

All notices under this Contract shall be sent to a party at the respective address indicated below.

If sent to the State:
Kelly Parker, CTPM, CTCM
Director, Cooperative Contracts
Department of Information Resources
300 W. 15th St., Suite 1300
Austin, Texas 78701
Phone: (512) 475-1647
Facsimile: (512) 475-4759
Email: kelly.parker@dir.texas.gov

If sent to the Vendor:
Amy Lee
Panasonic System Communications Company of North America
Two Riverfront Plaza Newark
New Jersey, 07102
Phone: (201) 325-1181
Email: amy.lee@us.panasonic.com

7. Conflicting or Additional Terms

In the event that conflicting or additional terms in Vendor Software License Agreements, Shrink/Click Wrap License Agreements, Service Agreements or linked or supplemental documents amend or diminish the rights of DIR Customers or the State, such conflicting or additional terms shall not take precedence over the terms of this Contract.

In the event of a conflict, any linked documents may not take precedence over the printed or referenced documents comprising this contract; provided further that any update to such linked documents shall only apply to purchases or leases of the associated Vendor product or service offering after the effective date of the update; and, provided further, that, if Vendor has responded to a solicitation or request for pricing, no update of such linked documents on or after the initial date of Vendor's initial response shall apply to that purchase unless Vendor directly informs Customer of the update before the purchase is consummated.

In the event that different or additional terms or conditions would otherwise result from accessing a linked document, agreement to said linked document shall not be effective until reviewed and approved in writing by Customer's authorized signatory.

Vendor shall not [without prior written agreement from Customer's authorized signatory,] require any document that: 1) diminishes the rights, benefits, or protections of the Customer, or that alters the definitions, measurements, or method for determining any authorized rights, benefits, or protections of the Customer; or 2) imposes additional costs,

burdens, or obligations upon Customer, or that alters the definitions, measurements, or method for determining any authorized costs, burdens, or obligations upon Customer.

If Vendor attempts to do any of the foregoing, the prohibited documents will be void and inapplicable to the contract between DIR and Vendor or Vendor and Customer, and Vendor will nonetheless be obligated to perform the contract without regard to the prohibited documents, unless Customer elects instead to terminate the contract, which in such case may be identified as a termination for cause against Vendor.

The foregoing requirements apply to all contracts, including, but not limited to, contracts between Customer and a reseller who attempts to pass through documents and obligations from its Manufacturer of Publisher.

8. Authorized Exceptions to Appendix A, Standard Terms and Conditions for Product and Related Services Contracts.

No exceptions have been agreed to by DIR and Vendor.

(Remainder of Page Intentionally Left Blank)

This Contract is executed to be effective as of the date of last signature.

PANASONIC SYSTEM COMMUNICATIONS COMPANY OF NORTH AMERICA

Authorized By: Signature on File

Name: Masaharu Nakayama

Title: President

Date: 11/8/2017

The State of Texas, acting by and through the Department of Information Resources

Authorized By: Signature on File

Name: Hershel Becker

Title: Chief Procurement Officer

Date: 11/10/2017

Office of General Counsel: DB 11/9/2017

Commissioners Court - Regular Session **48.**

Meeting Date: 11/02/2021

CentralSquare 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 purchase of OneSolution annual maintenance from CentralSquare in the amount of $511,756.14.

Background

Approval of this item will support the operations of the Williamson County Sheriff's Office. CentralSquare was sole sourced on 5/5/2020 under discretionary exemptions as the sole provider for public safety software to include CAD (computer aided dispatch) and, RMS (records management system) to include licensing, maintenance, support, modification and training. Quote is attached outlining the annual maintenance for OneSolution. Maintenance agreement shall run from 12/11/2021 through 12/31/2022. Department contact is Janessa Stephens. 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	10/28/2021 04:27 AM
County Judge Exec Asst.	Becky Pruitt	10/28/2021 08:40 AM
Form Started By: Erica Smith		Started On: 10/26/2021 02:01 PM
Final Approval Date: 10/28/2021		

CENTRALSQUARE

Renewal Order prepared by:
Maggie Parker
maggie.parker@centralsquare.com

Renewal Order #: [redacted]
Start Date: December 11, 2021
End Date: December 31, 2022
Billing Frequency: Yearly

Renewal Order prepared for:
Tammy McCulley, Office Manager
Williamson County Sheriff's Office
301 SE Inner Loop Road, Suite 105
Georgetown, TX 78626
(512) 943-1300

Thank you for your continued business. We at CentralSquare appreciate and value our relationship and look forward to serving you in the future. CentralSquare provides software that powers over 8,000 communities. More information about all of our products can be found at www.centralsquare.com.

WHAT SOFTWARE IS INCLUDED?

PRODUCT NAME	QUANTITY	UNIT PRICE	TOTAL
Annual Fee P2P - Crimes Annual Maintenance Fee	1	0.00 USD	0.00 USD
HipLink Interface	1	0.00 USD	194.23 USD
JMS-MS DISPLAY Annual Maintenance Fee	1	0.00 USD	6,895.04 USD
ONESolution Accident Annual Maintenance Fee	1	0.00 USD	1,953.57 USD
ONESolution Accident Wizard Annual Maintenance Fee	1	0.00 USD	3,618.26 USD
ONESolution Accident Wizard Base Server License Annual Maintenance Fee	1	0.00 USD	1,292.81 USD
ONESolution Alpha Numeric Paging Annual Maintenance Fee	1	0.00 USD	1,163.53 USD
ONESolution Animal Control Annual Maintenance Fee	1	0.00 USD	1,723.76 USD
ONESolution Asset Management Annual Maintenance Fee	1	0.00 USD	1,953.57 USD

Renewal Order prepared by:
Maggie Parker
maggie.parker@centralsquare.com

ONESolution Automated Secure Alarm Protocol Interface (ASAP) Annual Maintenance Fee	1	0.00 USD	2,917.22 USD
ONESolution Barcoding Hand-Held Client License Annual Maintenance Fee	1	0.00 USD	2,183.45 USD
ONESolution Barcoding Hand-Held Client License Annual Maintenance Fee	1	0.00 USD	2,199.07 USD
ONESolution CA Brazos Technologies Citation Import Interface Annual Maintenance Fee	1	0.00 USD	3,014.46 USD
ONESolution CAD Client AVL License Annual Maintenance Fee	1	0.00 USD	2,274.76 USD
ONESolution CAD Client AVL License Annual Maintenance Fee	1	0.00 USD	6,877.81 USD
ONESolution CAD Console License Annual Maintenance Fee	1	0.00 USD	12,569.42 USD
ONESolution CAD Console License Annual Maintenance Fee	1	0.00 USD	18,151.20 USD
ONESolution CAD Map Display & Map Maintenance Software License Annual Maintenance Fee	1	0.00 USD	5,156.09 USD
ONESolution CAD Map Display & Map Maintenance Software License Annual Maintenance Fee	1	0.00 USD	1,939.24 USD
ONESolution CAD Map Display & Map Maintenance Software License Annual Maintenance Fee	1	0.00 USD	16,289.44 USD
ONESolution CAD Resource Monitor Display License With Maps Annual Maintenance Fee	1	0.00 USD	8,144.45 USD
ONESolution CAD Roster Annual Maintenance Fee	1	0.00 USD	1,680.65 USD

CENTRALSQUARE

Renewal Order prepared by:
Maggie Parker
maggie.parker@centralsquare.com

ONESolution CAD to ACS FIREHOUSE RMS Interface Annual Maintenance Fee	1	0.00 USD	1,354.38 USD
ONESolution CAD to CryWolf Interface Annual Maintenance Fee	1	0.00 USD	1,846.90 USD
ONESolution CAD to FATPOT Hub Interface Annual Maintenance Fee	1	0.00 USD	4,594.61 USD
ONESolution CAD to FATPOT Hub Interface Annual Maintenance Fee	1	0.00 USD	4,594.61 USD
ONESolution CAD to FATPOT Hub Interface Annual Maintenance Fee	1	0.00 USD	4,594.61 USD
ONESolution Calls For Service Annual Maintenance Fee	1	0.00 USD	1,723.76 USD
ONESolution Canine Tracking Annual Maintenance Fee	1	0.00 USD	1,264.09 USD
ONESolution Civil Processing Annual Maintenance Fee	1	0.00 USD	5,975.69 USD
ONESolution Computer-Aided Dispatch System Annual Maintenance Fee	1	0.00 USD	24,033.51 USD
ONESolution Crime Analysis Annual Maintenance Fee	1	0.00 USD	2,872.93 USD
ONESolution Crime Analysis Plus Annual Maintenance Fee	1	0.00 USD	5,817.71 USD
ONESolution Crime Lab	1	0.00 USD	1,333.58 USD
ONESolution Document Scanning and Storage Annual Maintenance Fee	1	0.00 USD	2,298.34 USD
ONESolution E911 Interface Annual Maintenance Fee	1	0.00 USD	1,680.65 USD
ONESolution EMS Charts Interface Annual Maintenance Fee	1	0.00 USD	1,156.83 USD

CENTRALSQUARE

Renewal Order prepared by:
Maggie Parker
maggie.parker@centralsquare.com

ONESolution EMS Charts Interface Annual Maintenance Fee	1	0.00 USD	1,846.90 USD
ONESolution Field Training Online Annual Maintenance Fee	1	0.00 USD	1,021.03 USD
ONESolution Fire ProQA/Paramount Interface Annual Maintenance Fee	1	0.00 USD	1,939.24 USD
ONESolution Freedom Base Annual Maintenance Fee	1	0.00 USD	3,943.72 USD
ONESolution Freedom Premium	1	0.00 USD	222.26 USD
ONESolution Freedom Premium Annual Maintenance Fee	1	0.00 USD	74.09 USD
ONESolution Freedom Premium Annual Maintenance Fee	1	0.00 USD	74.09 USD
ONESolution Freedom Premium Annual Maintenance Fee	1	0.00 USD	74.09 USD
ONESolution Freedom Premium Annual Maintenance Fee	1	0.00 USD	155.61 USD
ONESolution Freedom Premium Annual Maintenance Fee	1	0.00 USD	980.19 USD
ONESolution Gang Annual Maintenance Fee	1	0.00 USD	1,723.76 USD
ONESolution Generic Permit Annual Maintenance Fee	1	0.00 USD	1,953.57 USD
ONESolution Intelligence Annual Maintenance Fee	1	0.00 USD	1,641.68 USD
ONESolution Law ProQA/Paramount Interface Annual Maintenance Fee	1	0.00 USD	1,939.24 USD
ONESolution Link Analysis Annual Maintenance Fee	1	0.00 USD	8,044.20 USD

CENTRALSQUARE

Renewal Order prepared by:
Maggie Parker
maggie.parker@centralsquare.com

ONESolution MCT Client AVL License Annual Maintenance Fee	1	0.00 USD	1,110.41 USD
ONESolution MCT Client AVL License Annual Maintenance Fee	1	0.00 USD	8,618.80 USD
ONESolution MCT Client AVL License Annual Maintenance Fee	1	0.00 USD	7,220.11 USD
ONESolution MCT Client License for Message Switch Annual Maintenance Fee	1	0.00 USD	2,220.82 USD
ONESolution MCT Client License for Message Switch Annual Maintenance Fee	1	0.00 USD	303.33 USD
ONESolution MCT Client License for Message Switch Annual Maintenance Fee	1	0.00 USD	16,374.69 USD
ONESolution MCT Client-Digital Dispatch Annual Maintenance Fee	1	0.00 USD	8,883.28 USD
ONESolution MCT Client-Digital Dispatch Annual Maintenance Fee	1	0.00 USD	35,947.39 USD
ONESolution MCT Client-MAPS Annual Maintenance Fee	1	0.00 USD	1,110.41 USD
ONESolution MCT Client-MAPS Annual Maintenance Fee	1	0.00 USD	7,296.69 USD
ONESolution MCT to ACS FIREHOUSE Interface Annual Maintenance Fee	1	0.00 USD	1,846.90 USD
ONESolution Medical ProQA/Paramount Interface Annual Maintenance Fee	1	0.00 USD	1,939.24 USD
ONESolution MFR Client Annual Maintenance Fee	1	0.00 USD	27,868.52 USD
ONESolution MFR Client-Accident Reporting Annual Maintenance Fee	1	0.00 USD	12,267.19 USD
ONESolution MFR Client-Citation Annual Maintenance Fee	1	0.00 USD	12,267.19 USD

CENTRALSQUARE

Renewal Order prepared by:
Maggie Parker
maggie.parker@centralsquare.com

ONESolution MFR Client-MOBLAN Version Annual Maintenance Fee	1	0.00 USD	4,597.05 USD
ONESolution MFR Client-Property & Evidence Voucher Annual Maintenance Fee	1	0.00 USD	0.00 USD
ONESolution MFR Client-Racial Profiling Annual Maintenance Fee	1	0.00 USD	5,573.09 USD
ONESolution Mobile Field Reporting Server Annual Maintenance Fee	1	0.00 USD	9,049.75 USD
ONESolution Mobile Server Software Annual Maintenance Fee	1	0.00 USD	18,924.41 USD
ONESolution Multi-Jurisdictional Dispatch Option Annual Maintenance Fee	1	0.00 USD	1,163.53 USD
ONESolution Multi-Jurisdictional RMS Option Annual Maintenance Fee	1	0.00 USD	1,264.09 USD
ONESolution Notification Annual Maintenance Fee	1	0.00 USD	5,049.73 USD
ONESolution Odyssey Citation Interface Annual Maintenance Fee	1	0.00 USD	1,264.09 USD
ONESolution Odyssey JMS Interface Annual Maintenance Fee	1	0.00 USD	1,641.68 USD
ONESolution Odyssey Warrant Interface Annual Maintenance Fee	1	0.00 USD	1,641.68 USD
ONESolution OpCenter for CAD Annual Maintenance Fee	1	0.00 USD	5,472.26 USD
ONESolution OpCenter for RMS Annual Maintenance Fee	1	0.00 USD	5,472.26 USD
ONESolution Pagegate Interface Annual Maintenance Fee	1	0.00 USD	258.57 USD
ONESolution Pawn Shop/Pawn Watch	1	0.00 USD	2,872.93 USD

CENTRALSQUARE

Renewal Order prepared by:
Maggie Parker
maggie.parker@centralsquare.com

Annual Maintenance Fee			
ONESolution Pictometry Visual Intelligence Interface Annual Maintenance Fee	1	0.00 USD	1,846.90 USD
ONESolution Police-to-Citizen Annual Maintenance Fee	1	0.00 USD	3,447.51 USD
ONESolution Problem-Oriented Policing	1	0.00 USD	1,259.50 USD
ONESolution Professional Standards Annual Maintenance Fee	1	0.00 USD	4,022.11 USD
ONESolution Property & Evidence Annual Maintenance Fee	1	0.00 USD	4,377.81 USD
ONESolution PS Dev & Maint Annual Maintenance Fee	1	0.00 USD	0.00 USD
ONESolution PS Dev & Maint Annual Maintenance Fee	1	0.00 USD	2,188.89 USD
ONESolution Quartermaster Annual Maintenance Fee	1	0.00 USD	4,596.70 USD
ONESolution Racial Profiling Annual Maintenance Fee	1	0.00 USD	1,149.18 USD
ONESolution Records Management System Site License Upgrade Annual Maintenance Fee	1	0.00 USD	27,963.20 USD
ONESolution Remote Lineup Annual Maintenance Fee	1	0.00 USD	2,872.93 USD
ONESolution Residential Security Watch Annual Maintenance Fee	1	0.00 USD	1,723.76 USD
ONESolution Rip & Run Printing/Faxing Annual Maintenance Fee	1	0.00 USD	1,600.62 USD
ONESolution RMS Map Display & Pin Mapping License Annual Maintenance Fee	1	0.00 USD	4,596.70 USD

CENTRALSQUARE

Renewal Order prepared by:
Maggie Parker
maggie.parker@centralsquare.com

ONESolution RMS Training Module Annual Maintenance Fee	1	0.00 USD	2,872.93 USD
ONESolution Sex Offender Annual Maintenance Fee	1	0.00 USD	3,447.51 USD
ONESolution State/NCIC Messaging Software Annual Maintenance Fee	1	0.00 USD	4,925.02 USD
ONESolution Zetron Model 3030 TDD Interface Annual Maintenance Fee	1	0.00 USD	1,422.09 USD
OSSI CAD Custom Modifications Annual Maintenance Fee	1	0.00 USD	1,970.02 USD
OSSI CAD Custom Modifications Annual Maintenance Fee	1	0.00 USD	4,925.02 USD
OSSI CAD Custom Modifications Annual Maintenance Fee	1	0.00 USD	9,850.04 USD
OSSI CAD Custom Modifications Annual Maintenance Fee	1	0.00 USD	3,165.18 USD
Unify Annual Maintenance	1	0.00 USD	15,044.53 USD
		Renewal Order Total:	511,756.14 USD

Billing Information

Fees will be payable within 30 days of invoicing.

Please note that the Unit Price shown above has been rounded to the nearest two decimal places for display purposes only. The actual price may include as many as five decimal places. For example, an actual price of $21.37656 will be shown as a Unit Price of $21.38. The Total for this quote has been calculated using the actual prices for the product and/or service, rather than the Unit Price displayed above.

Prices shown do not include any taxes that may apply. Any such taxes are the responsibility of the Customer. This is not an invoice.

For customers based in the United States or Canada, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the “Ship To” location provided by Customer on the Renewal Order Form.

CENTRALSQUARE

Renewal Order prepared by:
Maggie Parker
maggie.parker@centralsquare.com

Commissioners Court - Regular Session **49.**

Meeting Date: 11/02/2021

Construction Agreement with Falkenberg Construction Co. Inc. for Restroom Construction - Parks Department

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing service contract between Falkenberg Construction Co. Inc. and Williamson County for a prefabricated restroom at Southwest Regional Park, located at 3005 County Road 175, Leander, TX 78641, pursuant to Buy Board Contract 581-19, and authorizing the execution of the agreement. Funding source is P-560.

Background

This project is for the installation of all infrastructure, utilities, landscape, additional trail lights, and appurtenances for a precast restroom. Work will be done in accordance with design, construction drawings and specifications developed for this project. The quotation includes a detailed scope of work in the amount of $265,771.68. The point of contact is Angel Gomez. Funding source is P-560.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

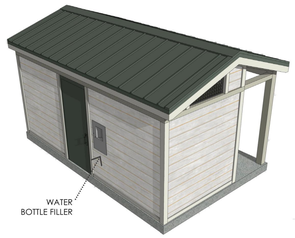
SWRP Restroom Details
Service Contract
vendor proposal
RS Means

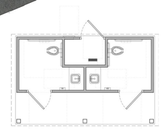
Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	10/28/2021 08:04 AM
County Judge Exec Asst.	Becky Pruitt	10/28/2021 08:51 AM
Form Started By: Johnny Grimaldo		Started On: 10/27/2021 05:11 PM
Final Approval Date: 10/28/2021		

PROJECT REF#: 10894-3/31/2021-2







FLOOR PLAN
SCALE: NOT TO SCALE

RESTROOM BUILDING
SOUTHWEST REGIONAL PARK
WILLIAMSON COUNTY, TEXAS

ARTIST IMPRESSION. 3D RENDERING ONLY FOR REPRESENTATION. COLORS AND MATERIALS ARE SUBJECT TO CHANGE.

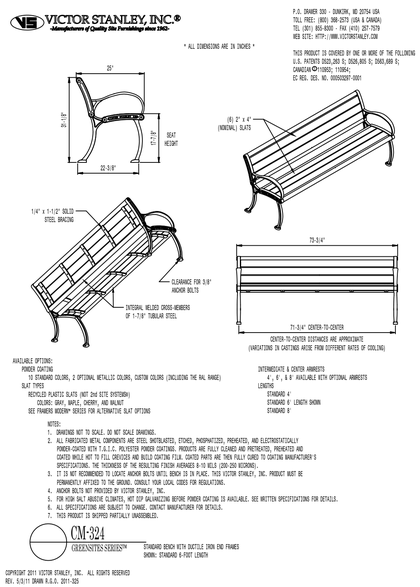
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PUBLIC RESTROOM COMPANY
Building Better Places To Go.℠

www.PublicRestroomCompany.com
2587 BUSINESS PARKWAY
MINDEN NEVADA. 89423
P: 888-888-2060 F: 888-888-1448

1 PRE-FABRICATED RESTROOM

NTS



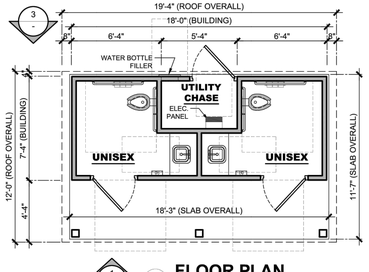
2 6' BENCH

NTS

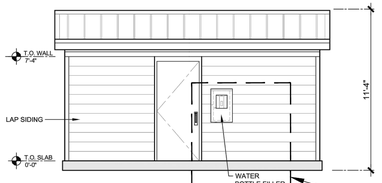
PROJECT REF#: 10894-3/31/2021-2



ELEVATION 1
SCALE:3/16"=1'-0"

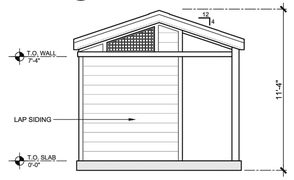


FLOOR PLAN
SCALE: 3/16"=1'0"



ELEVATION 1
SCALE:3/16"=1'-0"

REF. ENLARGEMENT



ELEVATION 2
SCALE:3/16"=1'-0"

PUBLIC RESTROOM COMPANY
Building Better Places To Go.℠

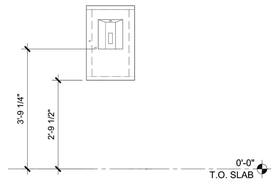
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PH: 888-888-2060 | Fax: 888-888-1448

BUILDING TYPE:	RESTROOM BUILDING	REVISION # 2	REVISION DATE: 3/31/2021
PROJECT:	SOUTHWEST REGIONAL PARK WILLIAMSON COUNTY, TX	PROJECT #: 10894	START DATE: 10/21/2020
			DRAWN BY: EOR

SHEET# MAX. PERSON / HOUR: 45 S

~NOT FOR CONSTRUCTION ~ PRELIMINARY DESIGN DRAWING ONLY ~ DO NOT SCALE. DIMENSIONS PRESIDE



BOTTLE FILLER ENLARGEMENT

NOTES:

ROOF MATERIAL AND EXTERIOR PAINT TO MATCH PARK HEADQUARTERS BUILDING. CONTRACTOR TO COORDINATE MATERIALS TO ENSURE PROPER MATCH OF MATERIALS AND FINAL APPEARANCE.

- STANDING SEAM METAL ROOF, COLOR: SLATE GRAY
- EXTERIOR PAINT: SHERWIN WILLIAMS SW 6164 SVELTE SAGE

DETAILS ARE FOR REFERENCE ONLY. PUBLIC RESTROOM COMPANY TO PROVIDE SHOP DRAWINGS FOR REVIEW AND APPROVAL PRIOR TO CONSTRUCTION.

PROCEDURE:

1. CONTRACTOR TO PREPARE BUILDING BASE PER PUBLIC RESTROOM COMPANY SPECIFICATIONS.
2. CONTRACTOR TO COORDINATE DELIVERY WITH WILLIAMSON COUNTY AND PUBLIC RESTROOM COMPANY.
3. PUBLIC RESTROOM COMPANY TO PROVIDE RESTROOM AND INSTALL; CONTRACTOR TO COORDINATE INSTALL.
4. CONTRACTOR TO CONNECT UTILITIES TO INSTALLED RESTROOM FACILITY.

SUPPLIER INFORMATION:

PUBLIC RESTROOM COMPANY
2587 BUSINESS PARKWAY
MINDEN, NEVADA, 89423

CONTACT
CHAD KAUFMAN
888.888.2060 EXT 109
CHAD@PUBLICRESTROOMCOMPANY.COM

SUBMISSIONS | REVISIONS:: PROJECT #2020-P560

09.21.2021	ISSUE FOR BID

studio 16:19
design • collaborate • solve • impact
305 w. liberty, suite 100 p 512.534.8680
round rock, texas 78664 studio1619.com

REGISTERED LANDSCAPE ARCHITECT
JONATHAN T. WAGNER
2716
STATE OF TEXAS
09-21-2021

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civil engineer ::
wgi
brad lingvai, pe
p:: 512.669.5560 x1008

mep engineer ::
wgi
casey sveiven, pe
p:: 512.669.5560 x1062

structural engineer ::
gessner engineering
evan roe, pe
p:: 979.680.8840

owner ::
williamson county
219 perry mayfield boulevard
leander, tx 78641
angel gomez
p:: 512.943.1625

SW REGIONAL PARK
REMOTE RESTROOM
219 PERRY MAYFIELD BOULEVARD, LEANDER, TX 78641

sheet information ::

project #::	19.558
date ::	09.21.2021
designed ::	jw, bm
drawn ::	ck, ym, cc
checked ::	bab
approved ::	jw

HS5.02

RESTROOM DETAILS

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

SERVICES CONTRACT
SOUTHWEST REGIONAL PARK RESTROOM

(Falkenberg Construction Co., Inc.)

(Via BuyBoard #581-19)

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, and the Texas Transportation Code, the Texas Health & Safety Code.

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 **Falkenberg Construction Co., Inc.** (hereinafter "Service Provider"), with offices at 205 Cheatham St., Ste. 2, San Marcos, TX 78666 (ph. 512-392-2831). The County agrees to engage Service Provider as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

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

II.

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 Proposal #7087R1.22, which is dated October 19, 2021 and incorporated herein as if copied in full. **The not-to-exceed amount under this agreement is $265,771.68, unless amended by a change order and approved by the Williamson County Commissioners Court.** Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date The County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by The County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of The County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

VI.

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. This Williamson County Services Contract;
B. Proposal #7129.21;
C. BuyBoard #581-19; and
D. Any required insurance certificates.

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
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 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 Proposal # 7129.21, dated October 19, 2021and 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.

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. 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 workspace in order to conduct audits in compliance with the provisions of this section. The County shall give Service Provider reasonable advance notice of intended audits.

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.

WILLIAMSON COUNTY:

_____
Authorized Signature

_____
Printed Name

Date: _____ ___, 2021

SERVICE PROVIDER:

_____
Authorized Signature

JOHN E. CASTRO
Printed Name

Date: OCTOBER 27, 2021

Exhibit
Proposal Dated October 19, 2021
(Incorporated herein as if copied in full)

falkenberg
CONSTRUCTION CO.,INC.

October 19, 2021

Williamson County
3101 SE Inner Loop
Georgetown, TX 78626

Reference: **Contract #: Buy Board 581-19**
Williamson County SW Regional Park Restroom
FCC Proposal 7129.21
Attention: Angel Gomez

We propose to furnish labor, material and equipment to install new utilities to accept new prefabricated restroom per drawings dated 9/21/2021 and per Scope of Work below.

R.S. Means		$264,581.07
Coefficient Deduct	0.98	-$5,291.62
Subtotal		*$259,289.45*
Bonds	2.50%	$6,482.24
TOTAL		***$265,771.68***

Two Hundred Sixty Five Thousand Seven Hundred Seventy One and 68/100...Dollars

I. Documents: Proposal and RS Means Justifications

II. Scope of Work:

- Mobilize to site and install temporary rental chain link fence
- Provide project dumpster for construction use throughout durration
- Provide signage/barricades to direct patrons to alternate paths
- Provide Tree protection and silt fence as needed
- Remove decomposed granite from existing pathways in efforts to salvage what is possible
- Trench within existing pathway to allow for new utilities(provide/rent equipment as needed)
  - Heavy rock and intense excavation is anticipated in this location.
  - Comply with underground utility code requirements
- Install domestic water and electric within trenches and run to new RR location
- Install new 6" PVC sewer line and clean outs per drawings and tie into existing manhole

- Provide and add/install 125A/2pole to existing breaker
- Provide and install 125A MLO load center, mount on east side of HQ building
- Run conduit within attic space from existing breaker to new load center
- Provide and install six(6) new LED pathway lights using existing circuitry from HQ
  - Tie into existing outlet, use utility trench for RR to run conduit
  - Fixtures are to be: 31 3/4", 800l, 9.5W, 120AC, round, black or bronze
- Locate water DW line and tie into with new 2"x2"x2" TEE
- Prepare restroom location for incoming restroom
  - 6" MIN class II Type B Ag base compacted and 2" coarse grain sand bed
- Make utility connections to prefabricated restroom after it has been set.
- Grade and install new 4" thick 3000 psi sidewalk per drawings
- Grade and install transitions from granite to concrete per drawings
- Install existing boulders per drawings
- Install owner provided bench
- Install granite path per drawings(RR to east pathway)
- Restore granite pathways and parking lot to preconstruction conditions
- Clean job site of all construction debris and demobilize

III. Exclusions:
Tax, Permits, Inspections
Granite paths beyond LOC
Interior plumbing or electrical within RR UNO
Providing new boulders/rocks
Providing bench
Providing restroom signage or any accessories
Procurement, delivery, or placement of prefabricated restroom

IV. Clarifications:
Please review and call me if you have any questions.
Thank you for the opportunity to bid this and any future projects.

Sincerely,

FALKENBERG CONSTRUCTION COMPANY, INC.

TS. Moore

Triston Moore
Project Manager

Williamson County SW Regional Park Restroom 2021

219 Perry Mayfield Blvd
leander Texas 78681

Data Release : Year 2021 Quarter 4

Unit Cost Estimate

Quantity	LineNumber	Line Source	racted	Description	Crew	Daily Output	Labor Hours	Unit	Material	Labor	Equipment	Ext. Total O&P	Labor Type	Data Release	CCI Location	Notes
48	030513250950			Aggregate, sand, washed, for concrete, loaded at the pit, prices per C.Y., includes material only		0	0	C.Y.	$ 33.72	$ -	$ -	$ 1,780.32	RR	Year 2021 Quarter 4	TEXAS / AUSTIN (786-787)	
120	040523130120			Control joint, PVC, "T" shaped	1 Bric	320	0.025	L.F.	$ 1.04	$ 0.92	$ -	$ 316.80	RR	Year 2021 Quarter 4	TEXAS / AUSTIN (786-787)	
1	079513509000			Expansion joint assemblies, minimum labor/equipment charge	1 Sswk	2	4	Job	$ -	$ 165.09	$ -	$ 267.15	RR	Year 2021 Quarter 4	TEXAS / AUSTIN (786-787)	
300	031516200200			Control joint, air blast joint to blow out debris and air dry, 2 passes	C28	2000	0.004	L.F.	$ -	$ 0.12	$ 0.02	$ 60.00	RR	Year 2021 Quarter 4	TEXAS / AUSTIN (786-787)	
300	031516200120			Control joint, concrete floor slab, sawcut in green concrete, 1" depth	C27	2000	0.008	L.F.	$ 0.04	$ 0.23	$ 0.06	$ 141.00	RR	Year 2021 Quarter 4	TEXAS / AUSTIN (786-787)	
1	260533139990			Conduit, to 10' high, minimum labor/equipment charge	1 Elec	4	2	Job	$ -	$ 76.96	$ -	$ 118.78	RR	Year 2021 Quarter 4	TEXAS / AUSTIN (786-787)	
2	015436501400			Mobilization or demobilization, delivery charge for equipment, hauled on 20-ton capacity towed trailer	B34U	2	8	Ea.	$ -	$ 277.10	$ 221.76	$ 1,367.28	RR	Year 2021 Quarter 4	TEXAS / AUSTIN (786-787)	
1	337119179990			Electrical underground ducts and manholes, minimum labor/equipment charge	1 Elec	3.5	2.286	Job	$ -	$ 88.48	$ -	$ 135.74	RR	Year 2021 Quarter 4	TEXAS / AUSTIN (786-787)	
1	330597109000			Utility line signs, markers, and flags, minimum labor/equipment charge, excludes excavation and backfill	1 Clab	4	2	Job	$ -	$ 87.13	$ -	$ 138.04	RR	Year 2021 Quarter 4	TEXAS / AUSTIN (786-787)	
1	329413209000			Landscape edging, minimum labor/equipment charge	1 Carp	4	2	Job	$ -	$ 102.68	$ -	$ 163.91	RR	Year 2021 Quarter 4	TEXAS / AUSTIN (786-787)	
1	323343139000			Site seating, benches, minimum labor/equipment charge	2 Clab	2	8	Job	$ -	$ 330.15	$ -	$ 525.45	RR	Year 2021 Quarter 4	TEXAS / AUSTIN (786-787)	
1	312316140900			Excavating, chain trencher, utility trench, common earth, minimum labor/equipment charge	B53	2	4	Job	$ -	$ 218.45	$ 78.71	$ 425.61	RR	Year 2021 Quarter 4	TEXAS / AUSTIN (786-787)	
1	312316140900	A		Excavating, bulk bank measure, for heavy soil or stiff clay, add		0	0	B.C.Y.	$ -	$ 131.07	$ 47.23	$ 255.37	RR	Year 2021 Quarter 4	TEXAS / AUSTIN (786-787)	[Adjusted by 312316424100]
1	312323239900			Compaction, minimum labor/equipment charge	1 Clab	4	2	Job	$ -	$ 87.58	$ -	$ 138.74	RR	Year 2021 Quarter 4	TEXAS / AUSTIN (786-787)	
828	312316137060			Excavating, trench or continuous footing, dense hard clay, 1/2 C.Y. excavator, 1' to 4' deep, excludes sheeting or dewatering	B11M	176	0.091	B.C.Y.	$ -	$ 4.62	$ 1.33	$ 7,236.72	RR	Year 2021 Quarter 4	TEXAS / AUSTIN (786-787)	
1	312316137060	A		Excavating, bulk bank measure, for heavy soil or stiff clay, add		0	0	B.C.Y.	$ -	$ 2.77	$ 0.80	$ 4,342.03	RR	Year 2021 Quarter 4	TEXAS / AUSTIN (786-787)	[Adjusted by 312316424100]
5	260526800380			Ground wire, copper wire, bare solid, #2	1 Elec	5	1.6	C.L.F.	$ 143.14	$ 61.81	$ -	$ 1,265.20	RR	Year 2021 Quarter 4	TEXAS / AUSTIN (786-787)	
1	260583109000			Motor connections, minimum labor/equipment charge	1 Elec	4	2	Job	$ -	$ 76.96	$ -	$ 118.78	RR	Year 2021 Quarter 4	TEXAS / AUSTIN (786-787)	
100	320610101670			Sidewalks, driveways, and patios, sidewalk, limestone pavers, 4" thick, excludes base	D1	70	0.229	S.F.	$ 13.24	$ 10.92	$ -	$ 3,207.00	RR	Year 2021 Quarter 4	TEXAS / AUSTIN (786-787)	

1	044310559000			Limestone, minimum labor/equipment charge	D1	2	8	Job	$ -	$ 254.28	$ -	$ 407.50	RR	Year 2021 Quarter 4	TEXAS / AUSTIN (786-787)	
1	312323239900	A		Excavating, bulk bank measure, for heavy soil or stiff clay, add		0	0	B.C.Y.	$ -	$ 52.55	$ -	$ 83.24	RR	Year 2021 Quarter 4	TEXAS / AUSTIN (786-787)	[Adjusted by 312316424100]
1	312323179000			Fill, minimum labor/equipment charge	1 Clab	4	2	Job	$ -	$ 87.58	$ -	$ 138.74	RR	Year 2021 Quarter 4	TEXAS / AUSTIN (786-787)	
1	312323179000	A		Excavating, bulk bank measure, for heavy soil or stiff clay, add		0	0	B.C.Y.	$ -	$ 52.55	$ -	$ 83.24	RR	Year 2021 Quarter 4	TEXAS / AUSTIN (786-787)	[Adjusted by 312316424100]
1	262816109000			Circuit breaker, minimum labor/equipment charge	1 Elec	4	2	Job	$ -	$ 76.96	$ -	$ 118.78	RR	Year 2021 Quarter 4	TEXAS / AUSTIN (786-787)	
18	312216101150			Fine grading, fine grade for slab on grade, hand grading	B18	700	0.034	S.Y.	$ -	$ 1.53	$ 0.24	$ 48.24	RR	Year 2021 Quarter 4	TEXAS / AUSTIN (786-787)	
1	262726209000			Wiring devices, minimum labor/equipment charge	1 Elec	4	2	Job	$ -	$ 76.96	$ -	$ 118.78	RR	Year 2021 Quarter 4	TEXAS / AUSTIN (786-787)	
1	262716109990			Pull boxes & cabinets, minimum labor/equipment charge	1 Elec	2	4	Job	$ -	$ 154.53	$ -	$ 236.34	RR	Year 2021 Quarter 4	TEXAS / AUSTIN (786-787)	
300	312323130300			Backfill, 6" layers, compaction in layers, hand tamp, add	1 Clab	20.6	0.388	E.C.Y.	$ -	$ 16.97	$ -	$ 8,118.00	RR	Year 2021 Quarter 4	TEXAS / AUSTIN (786-787)	
1	262416309000			Panelboards, minimum labor/equipment charge	1 Elec	1	8	Job	$ -	$ 309.06	$ -	$ 475.71	RR	Year 2021 Quarter 4	TEXAS / AUSTIN (786-787)	
10	015433204890			Rent loader, skid steer, wheeled, 1 CY 78 HP, diesel, Incl. Hourly Oper. Cost.		0	0	Day	$ -	$ -	$ 637.33	$ 7,010.60	RR	Year 2021 Quarter 4	TEXAS / AUSTIN (786-787)	
1	262416209000			Circuit breakers, minimum labor/equipment charge	1 Elec	3	2.667	Job	$ -	$ 103.02	$ -	$ 158.17	RR	Year 2021 Quarter 4	TEXAS / AUSTIN (786-787)	
1	260539409000			Rigid galvanized steel conduit, minimum labor/equipment charge	1 Elec	4	2	Job	$ -	$ 76.96	$ -	$ 118.78	RR	Year 2021 Quarter 4	TEXAS / AUSTIN (786-787)	
1	260539309000			Conduit, in concrete slab, incl terminations, fittings and supports, minimum labor/equipment charge	1 Elec	4	2	Job	$ -	$ 76.96	$ -	$ 118.78	RR	Year 2021 Quarter 4	TEXAS / AUSTIN (786-787)	
6	260533139480			PVC adapters, 1" diameter, to 15' H	ELEC	38	0.211	Ea.	$ 0.43	$ 8.12	$ -	$ 77.40	RR	Year 2021 Quarter 4	TEXAS / AUSTIN (786-787)	
1	260533169000			Outlet boxes, minimum labor/equipment charge	1 Elec	4	2	Job	$ -	$ 76.96	$ -	$ 118.78	RR	Year 2021 Quarter 4	TEXAS / AUSTIN (786-787)	
1	260519909000			Wire, minimum labor/equipment charge	1 Elec	4	2	Job	$ -	$ 76.96	$ -	$ 118.78	RR	Year 2021 Quarter 4	TEXAS / AUSTIN (786-787)	
40	015623100020			Barricades, wood, fixed, 3 rail, 5' high, 3 rail @ 2" x 8"	2 Carp	20	0.8	L.F.	$ 10.96	$ 28.69	$ -	$ 2,294.80	RR	Year 2021 Quarter 4	TEXAS / AUSTIN (786-787)	
1	224213139000			Water closet, minimum labor/equipment charge	Q1	4	4	Job	$ -	$ 149.82	$ -	$ 230.25	RR	Year 2021 Quarter 4	TEXAS / AUSTIN (786-787)	
1	221316309000			Drainage fittings, cast iron soil, minimum labor/equipment charge	1 Plum	4	2	Job	$ -	$ 82.89	$ -	$ 128.33	RR	Year 2021 Quarter 4	TEXAS / AUSTIN (786-787)	
1	221119109000			Flexible connectors, minimum labor/equipment charge	1 Plum	4	2	Job	$ -	$ 82.89	$ -	$ 128.33	RR	Year 2021 Quarter 4	TEXAS / AUSTIN (786-787)	
80	312216101050			Fine grading, fine grade for small irregular areas, to 15,000 S.Y.	B32C	2000	0.024	S.Y.	$ -	$ 1.23	$ 1.41	$ 278.40	RR	Year 2021 Quarter 4	TEXAS / AUSTIN (786-787)	
1	221113769990			Pipe fittings, plastic, pipe and tubing, minimum labor/equipment charge	1 Plum	4	2	Job	$ -	$ 82.89	$ -	$ 128.33	RR	Year 2021 Quarter 4	TEXAS / AUSTIN (786-787)	
1	221113259000			Pipe fittings, copper, minimum labor/equipment charge	1 Plum	4	2	Job	$ -	$ 82.89	$ -	$ 128.33	RR	Year 2021 Quarter 4	TEXAS / AUSTIN (786-787)	
1	220716109000			Insulation, minimum labor/equipment charge	1 Stpi	4	2	Job	$ -	$ 84.94	$ -	$ 130.82	RR	Year 2021 Quarter 4	TEXAS / AUSTIN (786-787)	
3	220576205130			Cleanout tee, plastic plug, PVC, 6" pipe size, type DWV, excludes tee	Q1	24	0.667	Ea.	$ 30.78	$ 25.11	$ -	$ 217.38	RR	Year 2021 Quarter 4	TEXAS / AUSTIN (786-787)	
1	220523209000			Valves, bronze, minimum labor/equipment charge	1 Plum	4	2	Job	$ -	$ 83.70	$ -	$ 129.58	RR	Year 2021 Quarter 4	TEXAS / AUSTIN (786-787)	
1	101419109000			Signs, minimum labor/equipment charge	1 Carp	4	2	Job	$ -	$ 89.49	$ -	$ 142.85	RR	Year 2021 Quarter 4	TEXAS / AUSTIN (786-787)	
1	075113409000			Felt, minimum labor and equipment charge	1 Rofc	4	2	Job	$ -	$ 68.52	$ -	$ 117.86	RR	Year 2021 Quarter 4	TEXAS / AUSTIN (786-787)	

400	260533131870			Rigid galvanized steel conduit, 2" diameter, to 10' H, incl 2 terminations, 2 elbows, 11 beam clamps, and 11 couplings per 100 LF	1 Elec	45	0.178	L.F.	$ 9.60	$ 6.85	$ -	$ 8,440.00	RR	Year 2021 Quarter 4	TEXAS / AUSTIN (786-787)	
1	062516109000			Plywood paneling, minimum labor/equipment charge	1 Carp	2	4	Job	$ -	$ 120.45	$ -	$ 192.50	RR	Year 2021 Quarter 4	TEXAS / AUSTIN (786-787)	
1	061110029000			Miscellaneous wood blocking, minimum labor/equipment charge	1 Carp	4	2	Job	$ -	$ 61.26	$ -	$ 97.79	RR	Year 2021 Quarter 4	TEXAS / AUSTIN (786-787)	
1	044310459000			Granite, minimum labor/equipment charge	D1	2	8	Job	$ -	$ 254.28	$ -	$ 407.50	RR	Year 2021 Quarter 4	TEXAS / AUSTIN (786-787)	
1	042210249000			Concrete block, exterior, minimum labor and equipment charge	D1	2	8	Job	$ -	$ 249.21	$ -	$ 399.38	RR	Year 2021 Quarter 4	TEXAS / AUSTIN (786-787)	
1	038213101999			Concrete core drilling, includes bit cost, layout and set up time, minimum equipment/labor charge	B89A	2	8	Job	$ -	$ 247.05	$ 60.39	$ 459.78	RR	Year 2021 Quarter 4	TEXAS / AUSTIN (786-787)	
1	033913509000			Curing, minimum labor/equipment charge	1 Clab	5	1.6	Job	$ -	$ 49.77	$ -	$ 79.21	RR	Year 2021 Quarter 4	TEXAS / AUSTIN (786-787)	
1	033513309100			Concrete finishing, minimum labor/equipment charge, excl placing, striking off & consolidating	C10	2	12	Job	$ -	$ 413.59	$ -	$ 651.93	RR	Year 2021 Quarter 4	TEXAS / AUSTIN (786-787)	
1	032111609000			Reinforcing steel, in place, minimum labor/equipment charge, A615, grade 60	1 Rodm	4	2	Job	$ -	$ 59.71	$ -	$ 93.10	RR	Year 2021 Quarter 4	TEXAS / AUSTIN (786-787)	
1	030505101910			Selective concrete demolition, minimum labor/equipment charge	B9	2	20	Job	$ -	$ 545.95	$ 176.22	$ 1,063.29	RR	Year 2021 Quarter 4	TEXAS / AUSTIN (786-787)	
1	024119259000			Selective demolition, saw cutting, minimum labor/equipment charge	A1	2	4	Job	$ -	$ 174.26	$ 56.43	$ 338.94	RR	Year 2021 Quarter 4	TEXAS / AUSTIN (786-787)	
1	024116179000			Buillding footings and foundations demolition, excludes disposal costs and dump fees, minimum labor/equipment charge	A1	2	4	Job	$ -	$ 174.26	$ 56.43	$ 338.94	RR	Year 2021 Quarter 4	TEXAS / AUSTIN (786-787)	
1	024113160160			New item, minimum labor/equipment charge	B6D	4	5	Ea.	$ -	$ 247.69	$ 316.80	$ 738.10	RR	Year 2021 Quarter 4	TEXAS / AUSTIN (786-787)	
20	260533132370			Rigid galvanized steel conduit couplings, 2" diameter, to 10 high	1 Elec	67	0.119	Ea.	$ 5.20	$ 4.61	$ -	$ 256.60	RR	Year 2021 Quarter 4	TEXAS / AUSTIN (786-787)	
4	260533132130			Rigid galvanized steel conduit elbows, 2" diameter, to 10' high	1 Elec	12	0.667	Ea.	$ 19.60	$ 25.76	$ -	$ 243.88	RR	Year 2021 Quarter 4	TEXAS / AUSTIN (786-787)	
1	220523609000			Valves, plastic, minimum labor/equipment charge	1 Plum	3.5	2.286	Job	$ -	$ 96.10	$ -	$ 148.18	RR	Year 2021 Quarter 4	TEXAS / AUSTIN (786-787)	
10	260533131996			Rigid galvanized steel conduit, field bends, 45 Deg. to 90 Deg., 2" diameter	1 Elec	13	0.615	Ea.	$ -	$ 23.63	$ -	$ 363.60	RR	Year 2021 Quarter 4	TEXAS / AUSTIN (786-787)	
6	101423137100			Wayfinding signage, custom, plastic, flexible, 1/8" thick, 12" x 36", including mounting	1 Carp	20	0.4	Ea.	$ 247.80	$ 18.06	$ -	$ 1,807.92	RR	Year 2021 Quarter 4	TEXAS / AUSTIN (786-787)	
20	015623100850			Barricades, traffic cones, PVC, 28" high		0	0	Ea.	$ 30.16	$ -	$ -	$ 661.20	RR	Year 2021 Quarter 4	TEXAS / AUSTIN (786-787)	
1	312216109000			Fine grading, hand grading, includes compaction, minimum labor/equipment charge	1 Clab	2	4	Job	$ -	$ 175.15	$ -	$ 278.47	RR	Year 2021 Quarter 4	TEXAS / AUSTIN (786-787)	
18	312216101150			Fine grading, fine grade for slab on grade, hand grading	B18	700	0.034	S.Y.	$ -	$ 1.53	$ 0.24	$ 48.24	RR	Year 2021 Quarter 4	TEXAS / AUSTIN (786-787)	
700	312216101200			Fine grading, fine grade granular base for sidewalks and bikeways	B62	1200	0.02	S.Y.	$ -	$ 0.94	$ 0.15	$ 1,162.00	RR	Year 2021 Quarter 4	TEXAS / AUSTIN (786-787)	
2	312213200120			Rough grading sites, 410-1,000 S.F., hand labor	B1	1	24	Ea.	$ -	$ 1,057.80	$ -	$ 3,394.80	RR	Year 2021 Quarter 4	TEXAS / AUSTIN (786-787)	

1	265633109000			Exterior fixtures, minimum labor/equipment charge	1 Elec	3.75	2.133	Job	$ -	$ 82.42	$ -	$ 126.65	RR	Year 2021 Quarter 4	TEXAS / AUSTIN (786-787)	
10	312323237540			Compaction, 4 passes, 24" wide, 6" lifts, walk behind, vibrating roller	B10A	210	0.057	E.C.Y.	$ -	$ 3.04	$ 0.78	$ 56.30	RR	Year 2021 Quarter 4	TEXAS / AUSTIN (786-787)	
30	312323160200			Fill by borrow and utility bedding, for pipe and conduit, sand, dead or bank, excludes compaction	B6	150	0.16	L.C.Y.	$ 16.80	$ 7.58	$ 1.43	$ 957.00	RR	Year 2021 Quarter 4	TEXAS / AUSTIN (786-787)	
6	015433201350			Rent vibratory plate compactor 21" plate 5000 lb blow, Incl. Hourly Oper. Cost.		0	0	Day	$ -	$ -	$ 259.47	$ 1,712.52	RR	Year 2021 Quarter 4	TEXAS / AUSTIN (786-787)	
1	321123230310			Base course drainage layers, aggregate base course, minimum labor/equipment charge	B36	1	40	Job	$ -	$ 2,284.20	$ 1,806.75	$ 5,589.60	RR	Year 2021 Quarter 4	TEXAS / AUSTIN (786-787)	
24	321123231530			Base course drainage layers, aggregate base course for roadways and large paved areas, gravel bank run, compacted, 6" deep	B36C	835	0.048	E.C.Y.	$ 29.41	$ 2.97	$ 5.10	$ 1,023.84	RR	Year 2021 Quarter 4	TEXAS / AUSTIN (786-787)	
10	329113161300			Soil preparation, mulching, stone mulch, granite chips, hand spread	B1	10	2.4	C.Y.	$ 74.48	$ 101.74	$ -	$ 2,441.90	RR	Year 2021 Quarter 4	TEXAS / AUSTIN (786-787)	
900	024113980900			Selective demolition, sod, edging, planters & tree guying, edging, granite, 5" x 16"	B1	600	0.04	L.F.	$ -	$ 1.76	$ -	$ 2,529.00	RR	Year 2021 Quarter 4	TEXAS / AUSTIN (786-787)	
1	260526809000			Grounding, minimum labor/equipment charge	1 Elec	4	2	Job	$ -	$ 76.96	$ -	$ 118.78	RR	Year 2021 Quarter 4	TEXAS / AUSTIN (786-787)	
1820	312514161000			Synthetic erosion control, silt fence, install and remove, 3' high	B62	650	0.037	L.F.	$ 0.39	$ 1.75	$ 0.28	$ 6,370.00	RR	Year 2021 Quarter 4	TEXAS / AUSTIN (786-787)	
1820	015626500200			Temporary fencing, chain link, rented up to 12 months, 6' high, 11 ga, to 1000'	CLAB	400	0.04	L.F.	$ 3.99	$ 1.16	$ -	$ 11,338.60	RR	Year 2021 Quarter 4	TEXAS / AUSTIN (786-787)	
60	015433406410			Rent toilet portable chemical, Incl. Hourly Oper. Cost.		0	0	Day	$ -	$ -	$ 24.29	$ 1,603.20	RR	Year 2021 Quarter 4	TEXAS / AUSTIN (786-787)	
6	024119190840			Selective demolition, rubbish handling, dumpster, 40 C.Y., 10 ton capacity, weekly rental, includes one dump per week, cost to be added to demolition cost		0	0	Week	$ 775.00	$ -	$ -	$ 5,100.00	RR	Year 2021 Quarter 4	TEXAS / AUSTIN (786-787)	
15	015433205206			Rent rock trencher, chain type, 18" wide x 7' deep, Incl. Hourly Oper. Cost.		0	0	Day	$ -	$ -	$ 1,118.22	$ 18,450.60	RR	Year 2021 Quarter 4	TEXAS / AUSTIN (786-787)	
20	260519901650			Wire, copper, stranded, 600 volt, 2/0, type THWN-THHN, normal installation conditions in wireway, conduit, cable tray	ELEC	5.8	2.759	C.L.F.	$ 211.30	$ 106.66	$ -	$ 7,907.20	RR	Year 2021 Quarter 4	TEXAS / AUSTIN (786-787)	
4	260519901400			Wire, copper, stranded, 600 volt, #4, type THWN-THHN, normal installation conditions in wireway, conduit, cable tray	ELEC	10.6	1.509	C.L.F.	$ 73.84	$ 58.18	$ -	$ 683.64	RR	Year 2021 Quarter 4	TEXAS / AUSTIN (786-787)	
2	260533182300			Pull boxes, steel, type SC, raintight & weatherproof, 12" L x 12" W x 6" D, NEMA 3R	ELEC	5	1.6	Ea.	$ 52.82	$ 61.81	$ -	$ 306.16	RR	Year 2021 Quarter 4	TEXAS / AUSTIN (786-787)	
1	260519909000			Wire, minimum labor/equipment charge	ELEC	4	2	Job	$ -	$ 76.96	$ -	$ 118.78	RR	Year 2021 Quarter 4	TEXAS / AUSTIN (786-787)	
6	260519900960			Wire, copper, solid, 600 volt, #10, type THWN-THHN, normal installation conditions in wireway, conduit, cable tray	ELEC	10	0.8	C.L.F.	$ 17.66	$ 30.91	$ -	$ 402.00	RR	Year 2021 Quarter 4	TEXAS / AUSTIN (786-787)	
1	262416209000			Circuit breakers, minimum labor/equipment charge	ELEC	3	2.667	Job	$ -	$ 103.02	$ -	$ 158.17	RR	Year 2021 Quarter 4	TEXAS / AUSTIN (786-787)	

1	262416100500			Load centers, 1 phase, 3 wire, main lugs, rainproof, 120/240 V, 100 amp, 12 circuits, incl 20 A 1 pole plug-in breakers	ELEC	1.2	6.667	Ea.	$ 281.73	$ 257.55	$ -	$ 704.03	RR	Year 2021 Quarter 4	TEXAS / AUSTIN (786-787)	
4	262416202030			Circuit breakers, 120/240 volt, plug-in, 2 pole with NM cable, 100 amp	ELEC	6	1.333	Ea.	$ 98.26	$ 51.51	$ -	$ 746.80	RR	Year 2021 Quarter 4	TEXAS / AUSTIN (786-787)	
60	260533138750			EMT couplings, compression, steel, 2" diameter, to 15' H	ELEC	31	0.258	Ea.	$ 13.75	$ 9.97	$ -	$ 1,833.60	RR	Year 2021 Quarter 4	TEXAS / AUSTIN (786-787)	
8	260533135760			EMT elbows, 2" diameter, to 15' H	ELEC	20	0.4	Ea.	$ 8.97	$ 15.45	$ -	$ 268.08	RR	Year 2021 Quarter 4	TEXAS / AUSTIN (786-787)	
28628	320610101070			Sidewalks, driveways, and patios, sidewalk, crushed stone, granite chips, 1" thick, excludes base	CLAB	1700	0.009	S.F.	$ 0.20	$ 0.41	$ -	$ 25,192.64	RR	Year 2021 Quarter 4	TEXAS / AUSTIN (786-787)	
1	320610101070	A		Excavating, bulk bank measure, for heavy soil or stiff clay, add		0	0	B.C.Y.	$ 0.12	$ 0.25	$ -	$ 15,115.59	RR	Year 2021 Quarter 4	TEXAS / AUSTIN (786-787)	[Adjusted by 312316424100]
30	260533135300			Electric metallic tubing (EMT), field bends, 45 Deg. to 90 Deg., 2" diameter	ELEC	26	0.308	Ea.	$ -	$ 11.88	$ -	$ 545.40	RR	Year 2021 Quarter 4	TEXAS / AUSTIN (786-787)	
300	260533135100			Electric metallic tubing (EMT), 2" diameter, to 10' high, incl 2 terminations, 2 elbows, 11 beam clamps, and 11 couplings per 100 LF	ELEC	80	0.1	L.F.	$ 4.34	$ 3.85	$ -	$ 3,213.00	RR	Year 2021 Quarter 4	TEXAS / AUSTIN (786-787)	
5	260533139720			PVC-tee fitting & cover, 1" diameter, to 15' H	ELEC	10	0.8	Ea.	$ 7.04	$ 30.91	$ -	$ 276.45	RR	Year 2021 Quarter 4	TEXAS / AUSTIN (786-787)	
20	260533139316			PVC conduit couplings, 1" diameter, to 15' H	ELEC	35	0.229	Ea.	$ 0.35	$ 8.82	$ -	$ 280.60	RR	Year 2021 Quarter 4	TEXAS / AUSTIN (786-787)	
9	260533139225			PVC conduit elbows, 3/4" diameter, to 15' H	ELEC	42	0.19	Ea.	$ 0.62	$ 7.36	$ -	$ 107.91	RR	Year 2021 Quarter 4	TEXAS / AUSTIN (786-787)	
250	260533139120			PVC conduit, schedule 40, 1" diameter, to 10' H, incl terminations, fittings, & support	ELEC	125	0.064	L.F.	$ 1.56	$ 2.47	$ -	$ 1,377.50	RR	Year 2021 Quarter 4	TEXAS / AUSTIN (786-787)	
1	260533139990			Conduit, to 10' high, minimum labor/equipment charge	ELEC	4	2	Job	$ -	$ 76.96	$ -	$ 118.78	RR	Year 2021 Quarter 4	TEXAS / AUSTIN (786-787)	
4	260533139860			Cement, quart		0	0	Ea.	$ 19.88	$ -	$ -	$ 87.48	RR	Year 2021 Quarter 4	TEXAS / AUSTIN (786-787)	
10	260533139510			PVC adapters, 2" diameter, to 15' H	ELEC	27	0.296	Ea.	$ 1.16	$ 11.42	$ -	$ 188.40	RR	Year 2021 Quarter 4	TEXAS / AUSTIN (786-787)	
20	260533139322			PVC conduit couplings, 2" diameter, to 15' H	R1A	36.4	0.44	Ea.	$ 0.91	$ 15.15	$ -	$ 486.60	RR	Year 2021 Quarter 4	TEXAS / AUSTIN (786-787)	
20	260533139245			PVC conduit elbows, 2" diameter, to 15' H	R1A	36.4	0.44	Ea.	$ 3.50	$ 15.15	$ -	$ 543.60	RR	Year 2021 Quarter 4	TEXAS / AUSTIN (786-787)	
623	260533139150			PVC conduit, schedule 40, 2" diameter, to 10' H, incl terminations, fittings, & support	ELEC	90	0.089	L.F.	$ 2.73	$ 3.42	$ -	$ 5,158.44	RR	Year 2021 Quarter 4	TEXAS / AUSTIN (786-787)	
4	265619600100			Parking LED Luminaire, round pole mounting, 88 lamp watts, excl pole	ELEC	2	4	Ea.	$ 1,448.40	$ 154.53	$ -	$ 7,306.96	RR	Year 2021 Quarter 4	TEXAS / AUSTIN (786-787)	

1	330561104210			Storm drainage manholes, rubber boots, 6", dia. or smaller	CLAB	32	0.25	Ea.	$ 105.74	$ 10.87	$ -	$ 134.14	RR	Year 2021 Quarter 4	TEXAS / AUSTIN (786-787)	
2	038213103060			Concrete core drilling, bits for core drill, diamond, premium, 6" diameter, included in drilling line items		0	0	Ea.	$ 359.68	$ -	$ -	$ 786.80	RR	Year 2021 Quarter 4	TEXAS / AUSTIN (786-787)	
1	038213101999			Concrete core drilling, includes bit cost, layout and set up time, minimum equipment/labor charge	B89A	2	8	Job	$ -	$ 247.05	$ 60.39	$ 459.78	RR	Year 2021 Quarter 4	TEXAS / AUSTIN (786-787)	
1	038213100700			Concrete core drilling, core, reinforced concrete slab, 6" diameter, up to 6" thick slab, includes bit cost, layout and set up time	B89A	14	1.143	Ea.	$ 0.90	$ 35.38	$ 8.61	$ 66.56	RR	Year 2021 Quarter 4	TEXAS / AUSTIN (786-787)	
1	337119179990			Electrical underground ducts and manholes, minimum labor/equipment charge	ELEC	3.5	2.286	Job	$ -	$ 88.48	$ -	$ 135.74	RR	Year 2021 Quarter 4	TEXAS / AUSTIN (786-787)	
3	220576205040			Cleanout tee, plastic tee, PVC, 4" pipe size, type DWV, excludes plug	Q1	16	1	Ea.	$ 55.69	$ 37.82	$ -	$ 359.49	RR	Year 2021 Quarter 4	TEXAS / AUSTIN (786-787)	
3	220576205210			Cleanout tee, plastic adapter fitting, PVC, 6" pipe size, type DWV	Q1	24	0.667	Ea.	$ 88.42	$ 25.11	$ -	$ 407.88	RR	Year 2021 Quarter 4	TEXAS / AUSTIN (786-787)	
1	220576209000			Cleanout tee, minimum labor/equipment charge	PLUM	2.75	2.909	Job	$ -	$ 122.14	$ -	$ 189.10	RR	Year 2021 Quarter 4	TEXAS / AUSTIN (786-787)	
1	221316609000			Traps, minimum labor/equipment charge	PLUM	3	2.667	Job	$ -	$ 111.13	$ -	$ 170.69	RR	Year 2021 Quarter 4	TEXAS / AUSTIN (786-787)	
1	221113749900			Pipe, plastic, minimum labor/equipment charge	PLUM	4	2	Job	$ -	$ 82.89	$ -	$ 128.33	RR	Year 2021 Quarter 4	TEXAS / AUSTIN (786-787)	
623	221113741960			Pipe, plastic, PVC, 6" diameter, schedule 40, includes couplings 10' OC, and hangers 3 per 10'	Q1	39	0.41	L.F.	$ 23.63	$ 15.35	$ -	$ 30,919.49	RR	Year 2021 Quarter 4	TEXAS / AUSTIN (786-787)	
1	221113239000			Pipe, copper tubing, minimum labor/equipment charge	PLUM	4	2	Job	$ -	$ 82.89	$ -	$ 128.33	RR	Year 2021 Quarter 4	TEXAS / AUSTIN (786-787)	
678	221113232260			Pipe, copper, tubing, solder, 2" diameter, type L, includes coupling & clevis hanger assembly 10' OC	PLUM	42	0.19	L.F.	$ 10.87	$ 7.92	$ -	$ 16,387.26	RR	Year 2021 Quarter 4	TEXAS / AUSTIN (786-787)	
900	320610100130			Sidewalks, driveways, and patios, bedding for brick or stone, sand, 2" thick, excludes base	B18	8000	0.003	S.F.	$ 0.33	$ 0.14	$ 0.02	$ 540.00	RR	Year 2021 Quarter 4	TEXAS / AUSTIN (786-787)	
1	032111609000			Reinforcing steel, in place, minimum labor/equipment charge, A615, grade 60	RODM	4	2	Job	$ -	$ 59.71	$ -	$ 93.10	RR	Year 2021 Quarter 4	TEXAS / AUSTIN (786-787)	
1	265633109000			Exterior fixtures, minimum labor/equipment charge	1 Elec	3.75	2.133	Job	$ -	$ 82.42	$ -	$ 126.65	RR	Year 2021 Quarter 4	TEXAS / AUSTIN (786-787)	
5600	032111600602			Reinforcing steel, in place, slab on grade, #3 to #7, A615, grade 60, incl labor for accessories, excl material for accessories	RODM	4200	0.008	Lb.	$ 1.45	$ 0.23	$ -	$ 10,864.00	RR	Year 2021 Quarter 4	TEXAS / AUSTIN (786-787)	

984	033053405001			Structural concrete, in place, slab on grade (3000 psi), 4" thick, includes concrete (Portland cement Type I), placing and broom finish, excludes forms and reinforcing	C14G	2873	0.019	S.F.	$ 1.61	$ 0.67	$ 0.01	$ 2,784.72	RR	Year 2021 Quarter 4	TEXAS / AUSTIN (786-787)	
1	320610109000			Sidewalks, driveways, and patios, sidewalks, driveways, and patios, excludes base, minimum labor/equipment charge	D1	2	8	Job	$ -	$ 381.81	$ -	$ 611.88	RR	Year 2021 Quarter 4	TEXAS / AUSTIN (786-787)	
1	320610109000	A		Excavating, bulk bank measure, for heavy soil or stiff clay, add		0	0	B.C.Y.	$ -	$ 229.09	$ -	$ 367.13	RR	Year 2021 Quarter 4	TEXAS / AUSTIN (786-787)	[Adjusted by 312316424100]
1	055825409000			Lamp post, minimum labor/equipment charge	1 Carp	4	2	Job	$ -	$ 58.32	$ -	$ 93.09	RR	Year 2021 Quarter 4	TEXAS / AUSTIN (786-787)	
1	050519209000			Expansion anchor, in concrete, brick or stone, excl layout & drilling, minimum labor/equipment charge	1 Carp	4	2	Job	$ -	$ 75.76	$ -	$ 120.93	RR	Year 2021 Quarter 4	TEXAS / AUSTIN (786-787)	
12	312316131500			Excavating, trench or continuous footing, common earth, by hand with pick and shovel, 2' to 6' deep, heavy soil, excludes sheeting or dewatering	CLAB	4	2	B.C.Y.	$ -	$ 87.58	$ -	$ 1,664.88	RR	Year 2021 Quarter 4	TEXAS / AUSTIN (786-787)	
1	312316131500	A		Excavating, bulk bank measure, for heavy soil or stiff clay, add		0	0	B.C.Y.	$ -	$ 52.55	$ -	$ 998.93	RR	Year 2021 Quarter 4	TEXAS / AUSTIN (786-787)	[Adjusted by 312316424100]
1	312316139000			Excavating, excludes sheeting or dewatering, minimum labor/equipment charge, hand trenching	CLAB	4	2	Job	$ -	$ 87.58	$ -	$ 138.74	RR	Year 2021 Quarter 4	TEXAS / AUSTIN (786-787)	
1	312316139000	A		Excavating, bulk bank measure, for heavy soil or stiff clay, add		0	0	B.C.Y.	$ -	$ 52.55	$ -	$ 83.24	RR	Year 2021 Quarter 4	TEXAS / AUSTIN (786-787)	[Adjusted by 312316424100]

Total **$ 264,581.07**

R.S. Means		$264,581.07
Coefficient Deduct	0.98	-$5,291.62
Subtotal		*$259,289.45*
Bonds	2.50%	$6,482.24
TOTAL		***$265,771.68***

Two Hundred Sixty Five Thousand Seven Hundred Seventy One and 68/100...Dollars

Commissioners Court - Regular Session **50.**

Meeting Date: 11/02/2021

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	10/19/2021 12:41 PM
Form Started By: Vicky Edwards		Started On: 10/19/2021 12:35 PM
Final Approval Date: 10/19/2021		

Commissioners Court - Regular Session **51.**

Meeting Date: 11/02/2021

Corridor C- Possession and Use 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 Possession and Use Agreement for Transportation Purposes with J.A. Davidson Holdings, L.P., Pamela G. Martin, Dennis L. Davidson and James A. Davidson Jr. for a waterline needed on the Corridor C project. (Parcel 11P1-WE). Funding Source: Road Bonds P459

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Davidson PUA

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	10/27/2021 01:39 PM

Form Started By: Charlie Crossfield Started On: 10/27/2021 01:18 PM

Final Approval Date: 10/27/2021

POSSESSION AND USE AGREEMENT FOR TRANSPORTATION PURPOSES

STATE OF TEXAS §
§ Parcel No.: 11P1-WE
COUNTY OF WILLIAMSON § Project: Corridor C

This Possession and Use Agreement For Transportation Purposes (the "Agreement") between WILLIAMSON COUNTY, TEXAS ("County"), and J.A. DAVIDSON HOLDINGS, L.P., PAMELA G. MARTIN, DENNIS L. DAVIDSON, and JAMES A. DAVIDSON, JR. (the "Grantor" whether one or more), grants to the County, their contractors, agents and all others deemed necessary by the County, an irrevocable right to possession and use of the Grantor's property for the purpose of constructing a portion of Corridor C and related appurtenances and utility relocations (the "Roadway Construction Project"). The property subject to this Agreement is described more fully in field notes, plat map or other description (attached as "Exhibits A-B") and made a part of this Agreement by reference (the "Property").

1. For the consideration by the County which is set forth in Paragraph 2 below, the receipt and sufficiency of which is acknowledged, the Grantor grants, bargains, sells and conveys to the County the right of entry and exclusive possession and use of the Property for the purpose of constructing a roadway, utility adjustments and appurtenances thereto and the right to remove any improvements. Authorized activities include surveying, inspection, environmental studies, archeological studies, clearing, demolition, construction of permanent improvements, relocating, replacing, and improving existing utility facilities, locating new utility facilities, and other work required to be performed in connection with the Roadway Construction Project. This Possession and Use Agreement will extend to the County, its contractors and assigns, owners of any existing utilities on the Property and those which may be lawfully permitted on the Property by the County in the future, and all others deemed necessary by the County for the purpose of the Roadway Construction Project. This grant will allow the construction, relocation, replacement, repair, improvement, operation and maintenance of utilities on the Property.

2. In full consideration for this irrevocable grant of possession and use and other Grantor covenants, warranties, and obligations under this Agreement, the County agrees to postpone proceeding with a condemnation lawsuit to acquire the Property so that the parties may continue negotiations for a voluntary purchase. The Grantor agrees that this agreement by the County represents adequate and full compensation for the possession and use of the Property. The County will be entitled to take possession and use of the Property upon recording of this document in the Real Property Records of Williamson County, subject to the other conditions in paragraph 16. below.

3. The effective date of this Agreement will be the date on which the last party executes the Agreement (the "Effective Date").

4. The Grantor warrants and represents that by, through, or under Grantor but not otherwise, the title to the Property is free and clear of all liens and encumbrances except as disclosed to GRANTEE in that certain title commitment numbered GF No. 1933226-KFO effective August 27, 2019 by Title Resources Guaranty Company/Independence Title. Grantor further warrants that no other person or

corporation owns an interest in the fee title to the Property. The Grantor further agrees to indemnify the County from all undisclosed liens, claims or encumbrances affecting the Property. This conveyance is made by Grantor and accepted by the County subject to the following:

a. visible and apparent easements not appearing of record;

b. any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show; and

c. easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) that affect the Property and are presently of record in the Official Public Records of the county in which the Property is located, but only to the extent that said items are still valid and in force and effect at this time.

5. The parties agree that the valuation date for determining the amount of just compensation for the real property interest proposed to be acquired by the County in the Property, for negotiation or eminent domain proceeding purposes, will be December 1, 2021.

6. Upon written notice by Grantor to Grantee requesting the initiation of condemnation proceedings to acquire the Property, Grantor shall complete any statutory prerequisites to the filing of a condemnation suit, and shall initiate such suit in the proper court, within sixty (60) days after receipt of same. The parties agree to mutually agree to a setting for the special commissioners' hearing prior to any hearing being set. The County agrees to deposit into the Court registry the amount of any special commissioners' award no later than forty-five (45) days from the date of the special commissioners' hearing

7. This Agreement is made with the understanding that the County will continue to proceed with acquisition of a real property interest in the Property. The Grantor reserves all rights of compensation for the title and other interest in and to the Property which the Grantor holds as of the time immediately prior to the Effective Date of this Agreement. This Agreement shall in no way prejudice the Grantor's rights to receive full and just compensation as allowed by law for all of the Grantor's interests in and to the Property to be acquired by the County, encumbered with the improvements thereon, if any, and damages, if any, to the remainder of the Grantor's interest in any larger tract of which the Property is a part (the "Remainder"), if any; all as the Property exists on the Effective Date of this Agreement. The County's removal or construction of improvements on the Property shall in no way affect the fair market value of the Property in determining compensation due to the Grantor in the eminent domain proceedings. This grant will not prejudice the Grantor's rights to any relocation benefits for which Grantor may be eligible.

8. In the event the County institutes or has instituted eminent domain proceedings, the County will not be liable to the Grantor for interest upon any award or judgment as a result of such proceedings for any period of time prior to the date of the award. Payment of any interest may be deferred by the County until entry of judgment.

9. The purpose of this Agreement is to allow the County to proceed with its Roadway Construction Project without delay and to allow the Grantor to avoid proceeding to condemnation litigation at the current time. The Grantor expressly acknowledges that the proposed Roadway Construction Project

is for a valid public use and voluntarily waives any right the Grantor has or may have, known or unknown, to contest the jurisdiction of the court in any condemnation proceeding for acquisition of the Property related to the Roadway Construction Project, based upon claims that the condemning authority has no authority to acquire the Property through eminent domain, has no valid public use for the Property, or that acquisition of the Property is not necessary for the public use.

10. The Grantor reserves all of the oil, gas and sulphur in and under the land herein conveyed but waives all right of ingress and egress to the surface for the purpose of exploring, developing, mining or drilling. The extraction of oil, gas and minerals may not affect the geological stability of the surface. Nothing in this reservation will affect the title and rights of the County to take and use all other minerals and materials thereon, and thereunder.

11. The undersigned Grantor agrees to pay as they become due, all ad valorem property taxes and special assessments assessed against Property until the Effective Date, including prorated taxes until the Effective Date for the year in which the County takes title to the Property. The parties recognize and understand that Grantee's right to possess the Property under this Agreement is the same as if possession were achieved by a court order issued in a condemnation proceeding.

12. To the extent allowed by law, the County will indemnify, defend and hold Grantor harmless against any and all claims for personal injury of third parties and damages to the property of third parties that are caused by the County's use of the Property, provided Grantor promptly notifies the County of any such claim and provides the County with the opportunity to defend against such claims. The foregoing indemnity shall not include any amounts payable as a result of the use or possession of the Property by Grantor or pursuant to settlements that have not been approved in advance by the County. The County will and shall be responsible for the safety of all their employees, contractors, consultants, invitees, and agents who enter onto the Property at the direction of the County.

13. Notwithstanding the acquisition of right of possession to the Property by the County in a condemnation proceeding by depositing the Special Commissioners' award into the registry of the court, this Agreement shall continue to remain in effect until the County acquires title to the Property either by negotiation, settlement, or final court judgment.

14. This Agreement will also extend to and bind the heirs, devisees, executors, administrators, legal representatives, successors in interest and assigns of the parties.

15. It is agreed the County will record this document.

16. Other conditions: NONE.

At no time during the possession of the Property by Grantee for the purposes described herein shall Grantor be denied reasonable access and/or ingress to or egress from the remainder of Grantor's land for its current uses.

To have and to hold the Agreement herein described and conveyed, together with all the rights and appurtenances belonging to the County and its assigns forever, for the purposes and subject to the limitations set forth above.

GRANTOR:

J.A. DAVIDSON HOLDINGS, L.P.

By: Dennis L. Davidson

Printed Name: Dennis L. DAVIDSON

Title: L.P.

Acknowledgment

STATE OF TEXAS

COUNTY OF Williamson

This instrument is acknowledged before me on the 19 day of October, 2021, by Dennis L. Davidson, in the capacity and for the purposes and consideration recited herein.

DIANE LALLA
Notary Public
State of Texas
ID # 11194058
My Comm. Expires 04-20-2022

Diane Lalla
Notary Public, State of Texas
Printed Name: Diane Lalla
My Commission Expires: 4-20-2022

GRANTOR:

Pamela G. Martin

Pamela G. Martin

Acknowledgment

STATE OF TEXAS

COUNTY OF Somervell

This instrument is acknowledged before me on the 20 day of October 2021, by Pamela G. Martin, in the capacity and for the purposes and consideration recited herein.

SONYA KING
NOTARY PUBLIC
STATE OF TEXAS
ID # 13193358-6
My Comm. Expires 03-15-2023

Sonya King
Notary Public, State of Texas
Printed Name: Sonya King
My Commission Expires: 3-15-23

GRANTOR:

Dennis L. Davidson

Dennis L. Davidson

Acknowledgment

STATE OF TEXAS

COUNTY OF Williamson

This instrument is acknowledged before me on the 19th day of October 2021, by Dennis L. Davidson, in the capacity and for the purposes and consideration recited herein.

DIANE LALLA
Notary Public
State of Texas
ID # 11194058
My Comm. Expires 04-20-2022

Diane Lalla
Notary Public, State of Texas
Printed Name: Diane Lalla
My Commission Expires: 4-20-2022

GRANTOR:

James A. Davidson, Jr.

Acknowledgment

STATE OF TEXAS

COUNTY OF Williamson

This instrument is acknowledged before me on the 19th day of October 2021, by James A. Davidson, Jr., in the capacity and for the purposes and consideration recited herein.

DIANE LALLA
Notary Public
State of Texas
ID # 11194058
My Comm. Expires 04-20-2022

Diane Lalla
Notary Public, State of Texas
Printed Name: Diane Lalla
My Commission Expires: 4-20-2022

COUNTY:

WILLIAMSON COUNTY, TEXAS

By:_____
Bill Gravell, Jr.
County Judge

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF WILLIAMSON

This instrument was acknowledged before me on this the ___ day of _____, 2021 by Bill Gravell, Jr., County Judge of Williamson County, Texas, in the capacity and for the purposes and consideration recited herein.

_____
Notary Public, State of Texas
Printed Name:_____
My Commission Expires

EXHIBIT A

PROPERTY DESCRIPTION FOR J.A. DAVIDSON HOLDINGS L.P. - 0.272 AC. EASEMENT

DESCRIPTION OF A 0.272 ACRE (11,829 SQUARE FOOT), TRACT OF LAND SITUATED IN THE WOODRUFF STUBBLEFIELD SURVEY, ABSTRACT NO. 556 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 89.1 ACRE TRACT 5 (DESCRIBED IN VOLUME 401, PAGE 221 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS) AND A PORTION OF THE REMAINDER OF THAT CALLED 92.0 ACRE TRACT 6 OF LAND (DESCRIBED IN VOLUME 401, PAGE 225 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS), CITED IN WARRANTY DEED TO J. A. DAVIDSON HOLDINGS, L.P. (UNDIVIDED 1/2 INTEREST) RECORDED IN DOCUMENT NO. 2001027783 AND ALSO CITED IN EXECUTOR'S DISTRIBUTION DEED TO PAMELA G. MARTIN, DENNIS L. DAVIDSON AND JAMES A. DAVIDSON JR (UNDIVIDED 1/2 INTEREST) RECORDED IN DOCUMENT NO. 2001072772 BOTH OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.272 ACRE (11,829 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod with aluminum cap stamped "ROW 4933" set 258.41 feet right of proposed Corridor C baseline station 221+02.15 in the proposed southeasterly Right-of-Way (ROW) line of Corridor C (ROW width varies), for an angle point and **POINT OF BEGINNING** of the herein described tract;

THENCE, with said proposed easterly ROW line of Corridor C, the following three (3) courses:

1) **N 89°08'28" E,** for a distance of **140.48** feet to an iron rod with aluminum cap stamped "ROW 4933" set 80.00 feet left of proposed County Road (C.R.) 106 baseline station 105+68.91 and 386.61 feet right of proposed Corridor C baseline station 221+56.12, for the northerly corner of the herein described tract;

2) **S 21°22'42" E,** at a distance of 24.72 feet, pass the southerly boundary line of said remainder of Tract 6, same being the northerly boundary line of said Tract 5 and continuing for a total distance of **568.91** feet to an iron rod with aluminum cap stamped "ROW 4933" set 80.00 feet left of proposed C.R. 106 baseline station 100+00.00 and 798.60 feet right of proposed Corridor C baseline station 218+05.05, for an ell corner

3) **N 68°37'18" E** for a distance of **61.56** feet to an iron rod with aluminum cap stamped "ROW 4933" set 18.70 feet left of proposed C.R. 106 baseline station 99+99.85 and 839.67 feet right of proposed Corridor C baseline station 218+44.45, for a point in the fenced ostensible westerly ROW line of said C.R. 106;

4) **THENCE**, departing said proposed southeasterly ROW of Corridor C, with said ostensible westerly ROW line, **S 21°51'32" E** for a distance of **25.00** feet to the easterly corner of the herein described tract, and from which a corner cedar fence post found, held as the southeasterly corner of said Tract 5, same being the northeasterly corner of that called 134.52 acre tract of land cited in Special Warranty Deed to Kathryn J. Carlton as Trustee of the Kathryn J. Carlton Revocable Living Trust recorded in Document No. 2016089829 and described in Document No. 2016027127 both of the Official Public Records of Williamson County, Texas bears, with said fenced ostensible westerly ROW line, S 21°51'32" E, at a distance of 757.39 feet;

THENCE, departing said ostensible westerly ROW line, through the interior of said Tract 5 and said remainder of Tract 6, the following five (5) courses:

5) **S 68°08'28" W** for a distance of **15.00** feet to a calculated ell corner;

6) **N 21°51'32" W** for a distance of **10.13** feet to a calculated ell corner;

7) **S 68°37'18" W** for a distance of **61.69** feet to the calculated southerly corner of the herein described tract;

8) **N 21°22'42" W,** at a distance of 558.96 feet, pass the northerly boundary line of said Tract 5, same being the southerly boundary line of said remainder of Tract 6 and continuing through the interior of said remainder of Tract 6, for a total distance of **573.51** feet to a calculated angle point;

9) **S 89°08'28" W,** for a distance of **135.74** feet to a calculated point in the curving proposed easterly ROW line of said Corridor C, for the westerly corner of the herein described tract;

10) **THENCE,** with said proposed southeasterly ROW line, along a curve to the left, having a delta angle of **00°16'27",** a radius of **3350.00** feet, an arc length of **16.03** feet and a chord which bears **N 19°47'51" E** for a distance of **16.03** feet to the **POINT OF BEGINNING**, containing 0.272 acre, (11,829 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 — 2 July 2020

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

Date



EXHIBIT "A"

PLAT TO ACCOMPANY PARCEL DESCRIPTION

07/01/20
PAGE 3 OF 4

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	00°16'27"	3350.00'	16.03'	16.03'	N19°47'51"E

NUMBER	DIRECTION	DISTANCE
L1	N89°08'28"E	140.48'
L2	N68°37'18"E	61.56'
L3	S21°51'32"E	25.00'
L4	S68°08'28"W	15.00'
L5	N21°51'32"W	10.13'
L6	S68°37'18"W	61.69'
L7	S89°08'28"W	135.74'
L8	S21°51'32"E	757.39'
L9	S21°22'42"E	24.72'

PROPOSED CORRIDOR C BASELINE
219+00

PROPOSED CORRIDOR C
(VARIABLE R.O.W. WIDTH)

P.O.B.
STA. 221+02.15
258.41' RT
GRID COORDINATES:
N=10,204,429.51
E=3,159,779.91

OSTENSIBLE R.O.W.

N

0 50 100
1" = 100'

CR 106
STA. 105+68.91
80.00' LT
STA. 221+56.12
386.61' RT

TRACT 2 LINE

PROPOSED R.O.W.

J.A. DAVIDSON HOLDINGS, L.P.
½ INTEREST
DOC. NO. 2001027783
O.P.R.W.C.T.
PAMELA G. MARTIN, DENNIS L. DAVIDSON & JAMES A. DAVIDSON, JR.
½ INTEREST
DOC. NO. 2001072772
O.P.R.W.C.T.
(REMAINDER OF 92.0 AC.)
TRACT 6
DESCRIBED IN
VOL. 401, PG. 225
D.R.W.C.T.

J.A. DAVIDSON HOLDINGS, L.P.
½ INTEREST
DOC. NO. 2001027783
O.P.R.W.C.T.
PAMELA G. MARTIN, DENNIS L. DAVIDSON & JAMES A. DAVIDSON, JR
½ INTEREST
DOC. NO. 2001072772
O.P.R.W.C.T.
(89.1 AC.)
TRACT 5
DESCRIBED IN VOL. 401, PG. 221
D.R.W.C.T.

PROPOSED EASEMENT
0.272 AC.
11,829 SQ. FT.

N21°22'42"W 573.51'
558.96'
S21°22'42"E 568.91'

PROPOSED R.O.W.

OSTENSIBLE R.O.W.

OSTENSIBLE SURVEY LINE

C.R. 106

JOHN F. FERGUSON SURVEY
ABSTRACT NO. 231

WOODRUFF STUBBLEFIELD SURVEY
ABSTRACT NO. 556

DETAIL
N.T.S.

CR 106
STA. 99+99.85
18.70' LT
STA. 218+44.45
839.67' RT

PROPOSED R.O.W.

R.O.W.

L2 L3 L4 L5 L6 L8

TRACT 5

C.R. 106

OSTENSIBLE

CR 106
STA. 100+00.00
80.00' LT
STA. 218+05.05
798.60' RT

CR 106
STA. 99+99.85
18.70' LT
STA. 218+44.45
839.67' RT

SEE DETAIL

KATHRYN J. CARLTON AS TRUSTEE OF THE KATHRYN J. CARLTON REVOCABLE LIVING TRUST
DOC. NO. 2016089829 &
DESCRIBED IN
DOC. NO. 2016027127
O.P.R.W.C.T.

INLAND GEODETICS LLC
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251

PARCEL PLAT SHOWING PROPERTY OF

J.A. DAVIDSON HOLDINGS, L.P., ET AL
0.272 ACRE EASEMENT

SCALE		PROJECT
1" = 100'	WILLIAMSON COUNTY	CORRIDOR C

PROPOSED EASEMENT

S:*ATKINS\CORRIDOR C\PARCELS\JONAH WATER EASEMENTS\DAVIDSON-ESMT-0.272 AC-PROPOSED.dgn

EXHIBIT "A"

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

■	TXDOT TYPE I CONCRETE MONUMENT FOUND
□	IRON ROD FOUND W/TXDOT ALUMINUM CAP
●	½" IRON ROD FOUND UNLESS NOTED
⊙	½" IRON ROD FOUND W/PLASTIC CAP, AS NOTED
✡	FENCE POST FOUND
△	CALCULATED POINT
○	IRON ROD W/ ALUMINUM CAP STAMPED "ROW-4933" SET (UNLESS NOTED OTHERWISE)
◉	IRON PIPE FOUND
◎	AXLE FOUND
℄	CENTER LINE
ℙ	PROPERTY LINE
( )	RECORD INFORMATION
	LINE BREAK
	LAND HOOK
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
N.T.S.	NOT TO SCALE
D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS

1) ALL BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE.

2) THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A TITLE ABSTRACT. THERE MAY BE OTHER INSTRUMENTS OF RECORD THAT AFFECT THIS TRACT NOT DEPICTED HEREON.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

M. Stephen Truesdale 2 Dec 2020

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, TX 78681

STATE OF TEXAS
REGISTERED
M. STEPHEN TRUESDALE
4933
PROFESSIONAL
LAND SURVEYOR

INLAND GEODETICS LLC
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251

PARCEL PLAT SHOWING PROPERTY OF

J.A. DAVIDSON HOLDINGS, L.P., ET AL
0.272 ACRE EASEMENT

SCALE		PROJECT
1" = 100'	WILLIAMSON COUNTY	CORRIDOR C

PROPOSED EASEMENT

S:*ATKINS\CORRIDOR C\PARCELS\JONAH WATER EASEMENTS\DAVIDSON-ESMT-0.272 AC-PROPOSED.dgn

EXHIBIT B

PROPERTY DESCRIPTION FOR J.A. DAVIDSON HOLDINGS L.P. - 0.184 AC. EASEMENT

DESCRIPTION OF A 0.184 ACRE (8,027 SQUARE FOOT), TRACT OF LAND SITUATED IN THE WOODRUFF STUBBLEFIELD SURVEY, ABSTRACT NO. 556 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF THAT CALLED 92.0 ACRE TRACT 6 OF LAND (DESCRIBED IN VOLUME 401, PAGE 225 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS), CITED IN WARRANTY DEED TO J. A. DAVIDSON HOLDINGS, L.P. (UNDIVIDED 1/2 INTEREST) RECORDED IN DOCUMENT NO. 2001027783 AND ALSO CITED IN EXECUTOR'S DISTRIBUTION DEED TO PAMELA G. MARTIN, DENNIS L. DAVIDSON AND JAMES A. DAVIDSON JR (UNDIVIDED 1/2 INTEREST) RECORDED IN DOCUMENT NO. 2001072772, BOTH OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.184 ACRE (8,027 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod with aluminum cap stamped "ROW 4933" set 481.68 feet left of proposed Corridor C baseline station 224+01.83, for a point in the fenced ostensible southerly Right-of-Way (ROW) line of County Road (C.R.) 106, same being in the proposed northwesterly ROW line of said proposed Corridor C (ROW width varies), for the northerly corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, departing said ostensible southerly ROW line, with said proposed westerly ROW line, the following three (3) courses:

1) **S 70°31'29" E,** for a distance of **166.51** feet to an iron rod with aluminum cap stamped "ROW 4933" set 315.18 feet left of proposed Corridor C baseline station 224+03.95, being a point of non-tangency of a curve to the right, for the easterly corner of the herein described tract;

2) Along said curve to the right, having a delta angle of **07°33'34",** a radius of **1906.00** feet, an arc length of **251.47** feet and a chord which bears **S 15°14'14" W,** for a distance of **251.29** feet to an iron rod with aluminum cap stamped "ROW 4933" set 287.08 feet left of proposed Corridor C baseline station 221+38.20, for a point of non-tangent compound curvature;

3) Along said compound curve to the right, having a delta angle of **00°51'14",** a radius of **4510.00** feet, an arc length of **67.21** feet and a chord which bears **S 21°26'20" W,** for a distance of **67.21** feet to the calculated southerly corner of the herein described tract, and from which, an iron rod with aluminum cap stamped "ROW 4933" set, being a point of tangency in said proposed westerly ROW line bears, along said curve to the right having a delta angle of 23°23'25", a radius of 4510.00 feet, an arc length of 1841.14 feet and a chord which bears S 33°33'39" W for a distance of 1828.38 feet;

4) **THENCE**, departing said proposed westerly ROW line, through the interior of said remainder of Tract 6, **N 68°08'03" W,** for a distance of **15.00** feet to a calculated point, being the point of beginning of a non-tangent curve to the left;

THENCE, through the interior of said remainder of Tract 6, being parallel with and 15.00 feet from said proposed ROW line, the following three (3) courses:

5) Along said non-tangent curve to the left, having a delta angle of **00°51'02",** a radius of **4495.00** feet, an arc length of **66.73** feet and a chord which bears **N 21°26'26" E,** for a distance of **66.72** feet to a calculated point, for a non-tangent compound curve to the left;

6) Along said compound curve to the left, having a delta angle of **07°09'24",** a radius of **1891.00** feet, an arc length of **236.20** feet and a chord which bears **N 15°25'51" E,** for a distance of **236.05** feet to a calculated point of non-tangency;

7) **N 70°31'29" W,** for a distance of **148.93** feet to a calculated angle point;

8) **THENCE**, continuing through the interior of said remainder of Tract 6, being parallel with and 15.00 feet from said existing ostensible southerly ROW line of C.R. 106, **S 76°06'06" W,** for a distance of **64.28** feet to an ell corner;

9) **THENCE**, continuing through the interior of said remainder of Tract 6, **N 13°53'54" W,** for a distance of **15.00** feet to a calculated point in said ostensible southerly ROW line, for the westerly corner of the herein described tract;

10) **THENCE**, with said existing ostensible southerly ROW line, being the northerly line of said remainder of Tract 6, **N 76°06'06" E,** for a distance of **68.78** feet to the **POINT OF BEGINNING**, containing 0.184 acre, (8,027 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 — 2 July 2020

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

Date

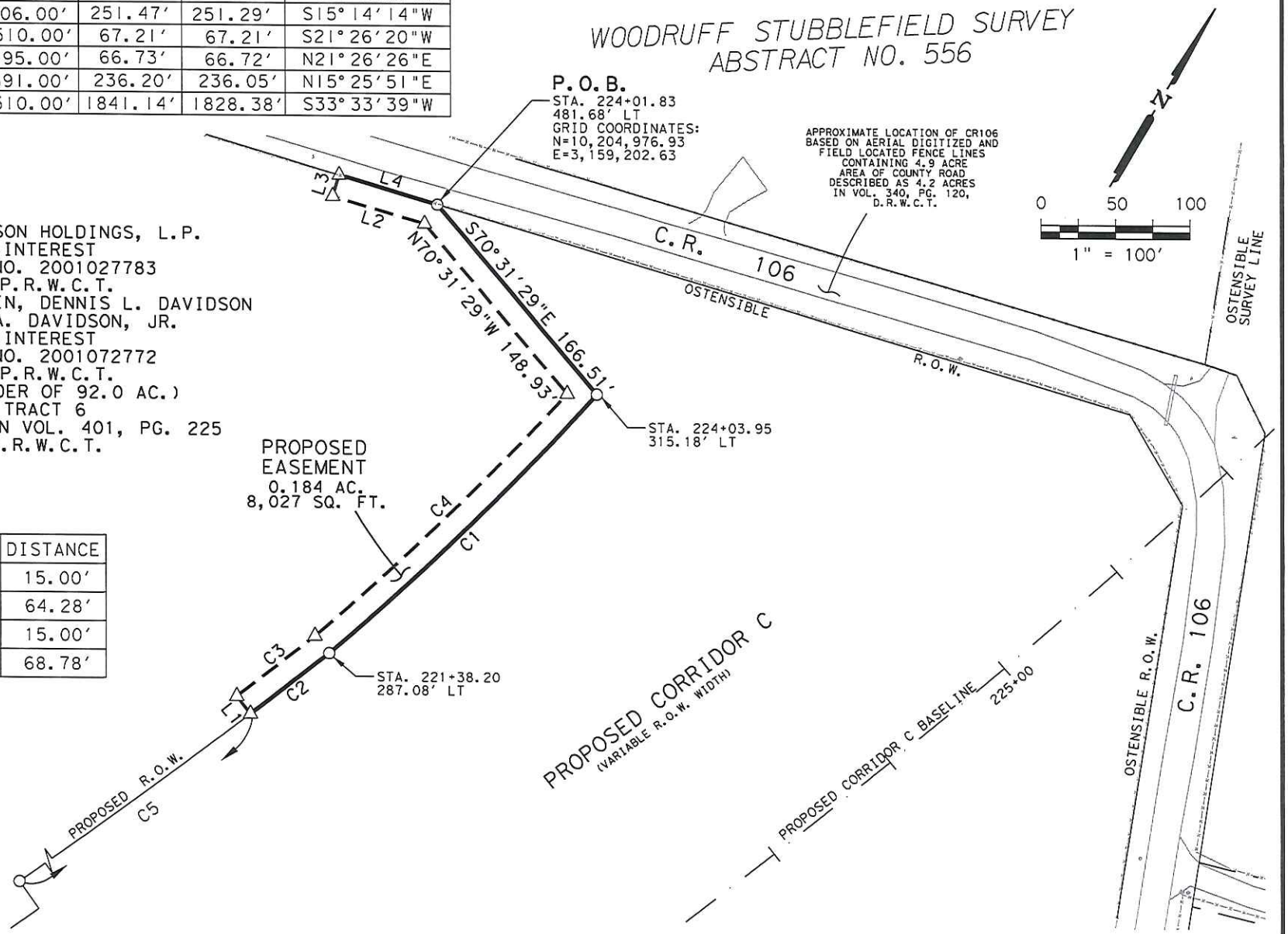
STATE OF TEXAS
REGISTERED
M. STEPHEN TRUESDALE
4933
PROFESSIONAL
LAND SURVEYOR

EXHIBIT "B"

PLAT TO ACCOMPANY PARCEL DESCRIPTION

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	07°33'34"	1906.00'	251.47'	251.29'	S15°14'14"W
C2	00°51'14"	4510.00'	67.21'	67.21'	S21°26'20"W
C3	00°51'02"	4495.00'	66.73'	66.72'	N21°26'26"E
C4	07°09'24"	1891.00'	236.20'	236.05'	N15°25'51"E
C5	23°23'25"	4510.00'	1841.14'	1828.38'	S33°33'39"W

NUMBER	DIRECTION	DISTANCE
L1	N68°08'03"W	15.00'
L2	S76°06'06"W	64.28'
L3	N13°53'54"W	15.00'
L4	N76°06'06"E	68.78'



INLAND GEODETICS LLC
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251

PARCEL PLAT SHOWING PROPERTY OF

J.A. DAVIDSON HOLDINGS, L.P., ET AL
0.184 ACRE EASEMENT

SCALE		PROJECT
1" = 100'	WILLIAMSON COUNTY	CORRIDOR C

PROPOSED EASEMENT

S:*ATKINS\CORRIDOR C\PARCELS\JONAH WATER EASEMENTS\DAVIDSON-ESMT-0.184 AC-PROPOSED.dgn

EXHIBIT "B"

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

■ TXDOT TYPE I CONCRETE MONUMENT FOUND	℄ CENTER LINE
□ IRON ROD FOUND W/TXDOT ALUMINUM CAP	ℙ PROPERTY LINE
● ½" IRON ROD FOUND UNLESS NOTED	( ) RECORD INFORMATION
⊙ ½" IRON ROD FOUND W/PLASTIC CAP, AS NOTED	LINE BREAK
✡ FENCE POST FOUND	LAND HOOK
△ CALCULATED POINT	P.O.B. POINT OF BEGINNING
○ IRON ROD W/ ALUMINUM CAP STAMPED "ROW-4933" SET (UNLESS NOTED OTHERWISE)	P.O.C. POINT OF COMMENCEMENT
◉ IRON PIPE FOUND	N.T.S. NOT TO SCALE
◎ AXLE FOUND	D.R.W.C.T. DEED RECORDS WILLIAMSON COUNTY, TEXAS
	O.R.W.C.T. OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
	O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
	P.R.W.C.T. PLAT RECORDS WILLIAMSON COUNTY, TEXAS

1) ALL BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE.

2) THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A TITLE ABSTRACT. THERE MAY BE OTHER INSTRUMENTS OF RECORD THAT AFFECT THIS TRACT NOT DEPICTED HEREON.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

M. Stephen Truesdale 2 May 2020

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, TX 78681

STATE OF TEXAS
REGISTERED
M. STEPHEN TRUESDALE
4933
PROFESSIONAL
LAND SURVEYOR

INLAND GEODETICS, LLC
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251

PARCEL PLAT SHOWING PROPERTY OF

J.A. DAVIDSON HOLDINGS, L.P., ET AL
0.184 ACRE EASEMENT

SCALE		PROJECT
1" = 100'	WILLIAMSON COUNTY	CORRIDOR C

PROPOSED EASEMENT

S:*ATKINS\CORRIDOR C\PARCELS\JONAH WATER EASEMENTS\DAVIDSON-ESMT-0.184 AC-PROPOSED.dgn

Commissioners Court - Regular Session **52.**

Meeting Date: 11/02/2021

Sam Bass Rd. Relocation Claims

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on 3 claims for moving expenses related to the right of way acquisition on Parcel 13. Funding Source: Road Bonds P462

Unit D18- Jeff Adams
Unit C13- Michael K. Dodson
Unit E22- Charles C. Moore
Unit O92- Christopher L. Hartle

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Unit C13
Unit D18
Unit E22
Unit O92

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	10/27/2021 01:59 PM
Form Started By: Charlie Crossfield		Started On: 10/27/2021 01:33 PM
Final Approval Date: 10/27/2021		

CLAIM FOR ACTUAL MOVING EXPENSES

Print or Type All Information

1. Name of Claimant(s)	Parcel No: 13	County: Williamson
Michael K. Dodson		Project: Corridor H/Sam Bass Rd

☒ Individual Storage Unit #C13

2. Address of Property Acquired by Williamson County:	3. Address Moved To:
4700 Sam Bass Road Round Rock, Texas 78681 Claimant's Telephone No. [redacted]	Residential RV + Boat Storage 8748 RM 2243 Leander TX 78641
4. Occupancy of Property Acquired by Williamson County: From (Date): 4-2019 To (Date of Move): 7-2021 ☐ Owner/Occupant ☒ Tenant	5. Distance Moved: 7 Miles 7. Mover's Name and Address: Self Self-Move based off approved fee schedule

6. Controlling Dates	Mo.	Day	Yr.
a. First Offer in Negotiation	05	11	2020
b. Date Property Acquired	05	29	2021
c. Date Required to Move	11	30	2021

8. Property Storage (attach explanation)
From (Date): N/A To (Date of Move): N/A

Place Stored (Name and Address):
N/A

10. Temporary Lodging (attach explanation)
From (Date): N/A To (Date of Move): N/A

9. Amount of Claim:	
a. Moving Expenses	$300.00
b. Reestablishment Expenses	$N/A
c. Searching Expenses	$N/A
d. Tangible Property Loss	$N/A
e. Storage	$N/A
f. Temporary Lodging	$N/A
g. Total Amount	**$300.00**

11. All amounts shown in Block 9 were necessary and reasonable and are supported by attached receipts. Pay of this claim is requested. I certify that I have not submitted any other claim for, or received reimbursement for, an item of expense in this claim, and that I will not accept reimbursement or compensation from any other source for any item of expense paid pursuant to this claim. I further certify that all property was moved and installed at the address shown in Block 3, above, in accordance with the invoices submitted and agreed terms of the move and that all information submitted herewith or included herein is true and correct.

Michael K Dodson
Signature Claimant

Date of Claim 10-13-2021
Signature Claimant

Spaces Below to be Completed by Williamson County

I certify that I have examined this claim and substantiating documentation attached herewith and have found it to be true and correct and to conform with the applicable provisions of State law. All items are considered to be necessary reasonable expenses and this claim is recommended for payment as follows:

Amount of $ 300.00

10-21-2021
Date

Relocation Agent

Date

Williamson County Judge

Parcel 13 Sam Bass Road			Displacee Name Michael Dodson
Tenant Personal Property Relocation Estimate			Unit Number C13
			Comments:
Type of Property		Buehler	
		cost per each	
Passenger Vehicles		$250.00	
Covered Trailers		$250.00	
Flatbed Trailers		$250.00	
Various Boats with Trailers		$300.00	
Motorhome Bus		$500.00	
Motorhome		$400.00	
Box Truck		$450.00	
Food Truck		$450.00	
Travel Trailers All Sizes		$400.00	
8' X 8' Storage Bins (contents only)		$850.00	
Slide in Truck Camper		$350.00	
Office Trailer		$650.00	



CERTIFICATION OF ELIGIBILITY

Project Sam Bass Road
Parcel: 13

Tenant Name: Michael Dodson

Unit/Space #: C13

Individuals, Families and Unincorporated Businesses or Farming Operations

I certify that myself and any other party(ies) with a financial interest in this relocation assistance claim are either:

☑ Citizens or Nationals of the United States

or

☐ Aliens lawfully present in the United States

* If an Alien lawfully present in the United States, supporting documentation will be required.

Michael K. Dodson
Signature

Date: 7-27-21

Signature

Date:

Incorporated Business, Farm or Nonprofit Organizations

I certify that I have signature authority for this entity and such entity is lawfully incorporated under the applicable state's laws and authorized to conduct business within the United States.

N/A

Claimant

Date:

PLEASE COMPLETE, SIGN, DATE AND RETURN

Danny Jackson

Subject: FW: Sam Bass Storage Tenant Vacancy Information

From: Michelle at Sam Bass Storage <michelle@sambassstorage.com>
Sent: Friday, October 15, 2021 11:59 AM
To: Danny Jackson <danny.jackson@rightofwayoftexas.com>
Cc: Eric Klingemann <eric@sambassstorage.com>; Sam Nassour <sam.nassour@rightofwayoftexas.com>
Subject: Re: Sam Bass Storage Tenant Vacancy Information

Hi Danny!

We have confirmed that ALL of the below have moved out and terminated their lease agreements.

Thanks,
Michelle

On 2021-10-12 14:03, Danny Jackson wrote:

> Michelle and Eric, Hi
>
> I needed to confirm with you that the following tenants have terminated their lease agreement:
>
> Unit #C17, Thomas Guyton
>
> Unit #110, Shane Hawkins
>
> Unit #D18, Jeff Adams
>
> Unit #057, Philip Perez
>
> Unit #089, Earnest Phillips
>
> Unit #E04, Earnest Phillips
>
> Unit # C13, Michael Dodson
>
> Thanks,
>
> Danny
>
> **Danny Jackson SR/WA, R/W-RAC, R/W-NAC, R/W-URAC**
>
> **Project Manager**
>
> **Right of Way of Texas, LLC.**
>
> **Cell 512-922-5930**
>
> danny.jackson@rightofwayoftexas.com

Danny Jackson

From: Michelle at Sam Bass Storage <michelle@sambassstorage.com>
Sent: Thursday, October 21, 2021 12:38 PM
To: Danny Jackson
Subject: Re: Sam Bass Storage Unit C13 Question

Hi Danny,

I am so sorry for the confusion! Yes, Mr. Dodson has moved out. The boat that is in that spot is an uncovered customer that asked do use a covered spot until we are closed. I have around 10 other uncovered folks that are doing the same thing, so that might be wreaking havoc with your reconciliation.

Let me know if you need that list, thanks.
Michelle

On Thu, Oct 21, 2021 at 10:50 AM Danny Jackson <danny.jackson@rightofwayoftexas.com> wrote:

> Michelle, HI
>
> I had a questions regarding unit #C13, Michael Dodson, he has confirmed that he has moved but when I went to take pictures of the vacant unit there was a boat in the location, I believe it is a different boat than the one Mr. Dodson had but I just wanted to verify that this unit has been rented to a different tenant.
>
> Thanks,
>
> Danny
>
> **Danny Jackson SR/WA, R/W-RAC, R/W-NAC, R/W-URAC**
>
> **Project Manager**
>
> **Right of Way of Texas, LLC.**
>
> **Cell 512-922-5930**
>
> **danny.jackson@rightofwayoftexas.com**
>
> **6101 W Courtyard Dr**

RIGHT OF WAY OF TEXAS, LLC

6101 W. COURTYARD DRIVE, BLDG. 1, STE. 125, AUSTIN, TX 78730
(O) (512) 372-6220 (F) (512) 372-6221

ACKNOWLEDGMENT BY TENANT

CORRIDOR H/SAM BASS ROAD
PARCEL 13
SAM BASS STORAGE
UNIT # C13

Relocation Advisory Services & Assistance:

I have been given a copy of the 90-day notice which explains the available services and entitlements available to me. I am advised that the Relocation Agent will be available to assist me if any questions arise or assistance is needed.

TENANT ACKNOWLEDGEMENT:

Michael K Dodson — 7-27-21
Signature — Date

Michael Dodson — C13
Print Name — UNIT

PLEASE COMPLETE, SIGN, DATE AND RETURN

Contact Notes

Project Corridor H/Sam Bass Road
Parcel 13

Unit # C13

Name Michael Dodson

Phone [redacted]

Email [redacted]

Date	Comments
10-12-2021	Received a call from Michael Dodson asking about Sam Bass Storage. I explained the project and his relocation eligibility. He has a boat at the facility, he notified me he has moved the boat. I said I would prepare and send him the move claim forms for his signature.
10-15-2021 10-21-2021	I send the claim forms for Mr. Dodson's signature Verified move took pictures because there was a different boat in the Unit. Received signed claim documents back from tenant.
10-21-2021	I requested information from Sam Bass Storage to see if the relet the unit, I was able to verify that Mr. Dodson had moved his boat and Sam Bass Storage had relet this unit before I had the opportunity to take the vacancy picture.
10-21-2021	Prepared and sent move claim to S & C for approval and payment.

CLAIM FOR ACTUAL MOVING EXPENSES

Print or Type All Information

1. Name of Claimant(s)
Jeff Adams
☒ Individual Storage Unit #D18

Parcel No: 13

County: Williamson

Project: Corridor H/Sam Bass Rd

2. Address of Property Acquired by Williamson County:
4700 Sam Bass Road
Round Rock, Texas 78681

Claimant's Telephone No.:

3. Address Moved To:
3104 Fox Hollow
Round Rock TX 78681

4. Occupancy of Property Acquired by Williamson County:
From (Date): 4/1/2017 To (Date of Move): 10/1/2021
☐ Owner/Occupant ☒ Tenant

5. Distance Moved: 2 Miles @

7. Mover's Name and Address:
Self-Move based off approved fee schedule

6. Controlling Dates	Mo.	Day	Yr.
a. First Offer in Negotiation	05	11	2020
b. Date Property Acquired	05	29	2021
c. Date Required to Move	11	30	2021

8. Property Storage (attach explanation)
From (Date): N/A To (Date of Move): N/A

Place Stored (Name and Address):
N/A

10. Temporary Lodging (attach explanation)
From (Date): N/A To (Date of Move): N/A

9. Amount of Claim:	
a. Moving Expenses	$400.00
b. Reestablishment Expenses	$N/A
c. Searching Expenses	$N/A
d. Tangible Property Loss	$N/A
e. Storage	$N/A
f. Temporary Lodging	$N/A
g. Total Amount	**$400.00**

11. All amounts shown in Block 9 were necessary and reasonable and are supported by attached receipts. Pay of this claim is requested. I certify that I have not submitted any other claim for, or received reimbursement for, an item of expense in this claim, and that I will not accept reimbursement or compensation from any other source for any item of expense paid pursuant to this claim. I further certify that all property was moved and installed at the address shown in Block 3, above, in accordance with the invoices submitted and agreed terms of the move and that all information submitted herewith or included herein is true and correct.

10/21/2021
Date of Claim:

Signature Claimant

Signature Claimant

Spaces Below to be Completed by Williamson County

I certify that I have examined this claim and substantiating documentation attached herewith and have found it to be true and correct and to conform with the applicable provisions of State law. All items are considered to be necessary reasonable expenses and this claim is recommended for payment as follows:

Amount of $ 400.00

10-22-2021
Date

Relocation Agent

Date

Williamson County Judge

Parcel 13 Sam Bass Road			Displacee Name Jeff Adams
Tenant Personal Property Relocation Estimate			Unit Number D18
			Comments:
Type of Property		Buehler	
		cost per each	
Passenger Vehicles		$250.00	
Covered Trailers		$250.00	
Flatbed Trailers		$250.00	
Various Boats with Trailers		$300.00	
Motorhome Bus		$500.00	
Motorhome		$400.00	
Box Truck		$450.00	
Food Truck		$450.00	
Travel Trailers All Sizes		$400.00	
8' X 8' Storage Bins (contents only)		$850.00	
Slide in Truck Camper		$350.00	
Office Trailer		$650.00	



CERTIFICATION OF ELIGIBILITY

Project Sam Bass Road
Parcel: 13

Tenant Name: Jeff Adams

Unit/Space #: D18

Individuals, Families and Unincorporated Businesses or Farming Operations

I certify that myself and any other party(ies) with a financial interest in this relocation assistance claim are either:

☑ Citizens or Nationals of the United States

or

☐ Aliens lawfully present in the United States

* If an Alien lawfully present in the United States, supporting documentation will be required.

Signature

Date: 8/30/2021

Signature

Date:

Incorporated Business, Farm or Nonprofit Organizations

I certify that I have signature authority for this entity and such entity is lawfully incorporated under the applicable state's laws and authorized to conduct business within the United States.

N/A

Claimant

Date:

PLEASE COMPLETE, SIGN, DATE AND RETURN

Danny Jackson

Subject: FW: Sam Bass Storage Tenant Vacancy Information

From: Michelle at Sam Bass Storage <michelle@sambassstorage.com>
Sent: Friday, October 15, 2021 11:59 AM
To: Danny Jackson <danny.jackson@rightofwayoftexas.com>
Cc: Eric Klingemann <eric@sambassstorage.com>; Sam Nassour <sam.nassour@rightofwayoftexas.com>
Subject: Re: Sam Bass Storage Tenant Vacancy Information

Hi Danny!

We have confirmed that ALL of the below have moved out and terminated their lease agreements.

Thanks,
Michelle

On 2021-10-12 14:03, Danny Jackson wrote:

> Michelle and Eric, Hi
>
> I needed to confirm with you that the following tenants have terminated their lease agreement:
>
> Unit #C17, Thomas Guyton
>
> Unit #110, Shane Hawkins
>
> Unit #D18, Jeff Adams
>
> Unit #057, Philip Perez
>
> Unit #089, Earnest Phillips
>
> Unit #E04, Earnest Phillips
>
> Unit # C13, Michael Dodson
>
> Thanks,
>
> Danny
>
> **Danny Jackson SR/WA, R/W-RAC, R/W-NAC, R/W-URAC**
>
> **Project Manager**
>
> **Right of Way of Texas, LLC.**
>
> **Cell 512-922-5930**
>
> danny.jackson@rightofwayoftexas.com

RIGHT OF WAY OF TEXAS, LLC

6101 W. COURTYARD DRIVE, BLDG. 1, STE. 125, AUSTIN, TX 78730
(O) (512) 372-6220 (F) (512) 372-6221

ACKNOWLEDGMENT BY TENANT

CORRIDOR H/SAM BASS ROAD
PARCEL 13
SAM BASS STORAGE
UNIT # D18

Relocation Advisory Services & Assistance:

I have been given a copy of the 90-day notice which explains the available services and entitlements available to me. I am advised that the Relocation Agent will be available to assist me if any questions arise or assistance is needed.

TENANT ACKNOWLEDGEMENT:

Signature	8/30/2021 Date
Jeff Adams Print Name	D18 UNIT

PLEASE COMPLETE, SIGN, DATE AND RETURN

Contact Notes

Project Corridor H/Sam Bass Road
Parcel 13

Unit # D18

Name Jeff Adams

Phone [redacted]

Email [redacted]

Date	Comments
10-11-2021	Received a call from Jeff Adams wanting information regarding Sam Bass Storage. I explained the project and his relocation benefits. He said he has moved. I told him I would prepare and send him the required claim forms.
10-12-2021 10-15-2021 10-22-2021 10-22-2021	I prepared and sent the claim documents to Mr. Adams for his signature. Verified move Received back signed claim forms. Sent move claim to S & C for approval and payment.

CLAIM FOR ACTUAL MOVING EXPENSES

Print or Type All Information

1. Name of Claimant(s)	Parcel No: 13	County: Williamson
Charles C. Moore		Project: Corridor H/Sam Bass Rd

☒ Individual Storage Unit #E22

2. Address of Property Acquired by Williamson County:	3. Address Moved To:
4700 Sam Bass Road Round Rock, Texas 78681 Claimant's Telephone No.: [redacted]	Tract 3, Bartons Creek Bend Development Zapalac Rd. Smithville, TX 78957

4. Occupancy of Property Acquired by Williamson County:	5. Distance Moved: 70.2 Miles
From (Date): 08/31/2020 To (Date of Move): 10/1/2021	7. Mover's Name and Address:
☐ Owner/Occupant ☒ Tenant	Self-Move based off approved fee schedule

6. Controlling Dates	Mo.	Day	Yr.
a. First Offer in Negotiation	05	11	2020
b. Date Property Acquired	05	29	2021
c. Date Required to Move	11	30	2021

8. Property Storage (attach explanation)
From (Date): N/A To (Date of Move): N/A

Place Stored (Name and Address):
N/A

10. Temporary Lodging (attach explanation)
From (Date): N/A To (Date of Move): N/A

9. Amount of Claim:	
a. Moving Expenses	$400.00
b. Reestablishment Expenses	$N/A
c. Searching Expenses	$N/A
d. Tangible Property Loss	$N/A
e. Storage	$N/A
f. Temporary Lodging	$N/A
g. Total Amount	**$400.00**

11. All amounts shown in Block 9 were necessary and reasonable and are supported by attached receipts. Pay of this claim is requested. I certify that I have not submitted any other claim for, or received reimbursement for, an item of expense in this claim, and that I will not accept reimbursement or compensation from any other source for any item of expense paid pursuant to this claim. I further certify that all property was moved and installed at the address shown in Block 3, above, in accordance with the invoices submitted and agreed terms of the move and that all information submitted herewith or included herein is true and correct.

Charles C Moore
Signature Claimant

Date of Claim: 10/20/2021

Signature Claimant

Spaces Below to be Completed by Williamson County

I certify that I have examined this claim and substantiating documentation attached herewith and have found it to be true and correct and to conform with the applicable provisions of State law. All items are considered to be necessary reasonable expenses and this claim is recommended for payment as follows:

Amount of $ 400.00

10-21-2021
Date

Relocation Agent

Date

Williamson County Judge

Parcel 13 Sam Bass Road			Displacee Name Clif. Moore
Tenant Personal Property Relocation Estimate			Unit Number E22
			Comments:
Type of Property		Buehler	[redacted]
		cost per each	
Passenger Vehicles		$250.00	
Covered Trailers		$250.00	
Flatbed Trailers		$250.00	
Various Boats with Trailers		$300.00	
Motorhome Bus		$500.00	
Motorhome		$400.00	
Box Truck		$450.00	
Food Truck		$450.00	
Travel Trailers All Sizes		$400.00	
8' X 8' Storage Bins (contents only)		$850.00	
Slide in Truck Camper		$350.00	
Office Trailer		$650.00	

CERTIFICATION OF ELIGIBILITY

Project Sam Bass Road
Parcel: 13

Tenant Name: Clif Moore

Unit/Space #: E22

Individuals, Families and Unincorporated Businesses or Farming Operations

I certify that myself and any other party(ies) with a financial interest in this relocation assistance claim are either:

☒ Citizens or Nationals of the United States
or
☐ Aliens lawfully present in the United States

* If an Alien lawfully present in the United States, supporting documentation will be required.

Clif Moore
Signature

Date: 05/12/2021

Signature

Date:

Incorporated Business, Farm or Nonprofit Organizations

I certify that I have signature authority for this entity and such entity is lawfully incorporated under the applicable state's laws and authorized to conduct business within the United States.

N/A

Claimant

Date:

PLEASE COMPLETE, SIGN, DATE AND RETURN

Danny Jackson

From: Michelle at Sam Bass Storage <michelle@sambassstorage.com>
Sent: Monday, October 4, 2021 6:16 PM
To: Danny Jackson
Cc: Eric Klingemann
Subject: Re: Sam Bass Storage Tenant Information

Hi Danny,

Please see the below updates;

- Unit #A11, Justin Peacock - Move Out Confirmed
- Unit #E22, Cliff Moore - Move Out Confirmed
- Unit 086, James Hohenstein - Move Out Confirmed

Thanks!
Michelle

On 2021-10-01 14:15, Danny Jackson wrote:

> Michelle and Eric, Hi
>
> I needed to confirm with you that the following tenants have terminated their lease agreement:
>
> - Unit #A11, Justin Peacock
> - Unit #E22, Cliff Moore
> - Unit 086, James Hohenstein
>
> Thanks,
>
> Danny
>
> **Danny Jackson SR/WA, R/W-RAC, R/W-NAC, R/W-URAC**

RIGHT OF WAY OF TEXAS, LLC

6101 W. COURTYARD DRIVE, BLDG. 1, STE. 125, AUSTIN, TX 78730
(O) (512) 372-6220 (F) (512) 372-6221

ACKNOWLEDGMENT BY TENANT

CORRIDOR H/SAM BASS ROAD
PARCEL 13
SAM BASS STORAGE
UNIT # E22

Relocation Advisory Services & Assistance:

I have been given a copy of the 90-day notice which explains the available services and entitlements available to me. I am advised that the Relocation Agent will be available to assist me if any questions arise or assistance is needed.

TENANT ACKNOWLEDGEMENT:

Clif Moore — Signature

09/12/2021 — Date

Clif Moore — Print Name

E22 — UNIT

PLEASE COMPLETE, SIGN, DATE AND RETURN

Contact Notes

Project Corridor H/Sam Bass Road
Parcel 13

Unit # E22

Name Clif Moore

Phone [redacted]

Email [redacted]

Date	Comments
9-30-2021	Received a call from Clif Moore asking about relocation benefits and to notify me he had moved. I explained the project and that he was eligible to receive $400 for the move of his Travel Trailer. I told him I would prepare claim forms and sent to him.
10-04-2021 10-04-2021 10-21-2021	Prepared and send Clif Moore move claim forms for his signature. Verified move. Received signed move claim forms back from tenant. Prepared and sent move claim to S & C for approval and payment.

CLAIM FOR ACTUAL MOVING EXPENSES

Print or Type All Information

1. **Name of Claimant(s)**
Christopher L. Hartle
☒ Individual Storage Unit #092

Parcel No: 13
County: Williamson
Project: Corridor H/Sam Bass Rd

2. Address of Property Acquired by Williamson County:
4700 Sam Bass Road
Round Rock, Texas 78681

Claimant's Telephone No.: [redacted]

3. **Address Moved To:**
17012 Pagosa Springs Ct.
Austin, Tx 78717

4. Occupancy of Property Acquired by Williamson County:
From (Date): 2015 **To (Date of Move):** 10/2021
☐ Owner/Occupant ☒ Tenant

5. **Distance Moved:** Miles 10

7. Mover's Name and Address:
Self-Move based off approved fee schedule

6. Controlling Dates	Mo.	Day	Yr.
a. First Offer in Negotiation	05	11	2020
b. Date Property Acquired	05	29	2021
c. Date Required to Move	11	30	2021

8. Property Storage (attach explanation)
From (Date): N/A To (Date of Move): N/A

Place Stored (Name and Address):
N/A

10. Temporary Lodging (attach explanation)
From (Date): N/A To (Date of Move): N/A

9. Amount of Claim:	
a. Moving Expenses	$250.00
b. Reestablishment Expenses	$N/A
c. Searching Expenses	$N/A
d. Tangible Property Loss	$N/A
e. Storage	$N/A
f. Temporary Lodging	$N/A
g. **Total Amount**	**$250.00**

11. All amounts shown in Block 9 were necessary and reasonable and are supported by attached receipts. Pay of this claim is requested. I certify that I have not submitted any other claim for, or received reimbursement for, an item of expense in this claim, and that I will not accept reimbursement or compensation from any other source for any item of expense paid pursuant to this claim. I further certify that all property was moved and installed at the address shown in Block 3, above, in accordance with the invoices submitted and agreed terms of the move and that all information submitted herewith or included herein is true and correct.

Signature Claimant

Date of Claim: 10-20-2021

Signature Claimant

Spaces Below to be Completed by Williamson County

I certify that I have examined this claim and substantiating documentation attached herewith and have found it to be true and correct and to conform with the applicable provisions of State law. All items are considered to be necessary reasonable expenses and this claim is recommended for payment as follows:

Amount of $ 250.00

10-21-2021
Date

Relocation Agent

Date

Williamson County Judge

Parcel 13 Sam Bass Road			Displacee Name Chris Hartel
Tenant Personal Property Relocation Estimate			Unit Number 092
			Comments:
Type of Property		Buehler	
		cost per each	
Passenger Vehicles		$250.00	
Covered Trailers		$250.00	
Flatbed Trailers		$250.00	
Various Boats with Trailers		$300.00	
Motorhome Bus		$500.00	
Motorhome		$400.00	
Box Truck		$450.00	
Food Truck		$450.00	
Travel Trailers All Sizes		$400.00	
8' X 8' Storage Bins (contents only)		$850.00	
Slide in Truck Camper		$350.00	
Office Trailer		$650.00	



CERTIFICATION OF ELIGIBILITY

Project Sam Bass Road
Parcel: 13

Tenant Name: Christopher L. Hartle

Unit/Space #: 92

Individuals, Families and Unincorporated Businesses or Farming Operations

I certify that myself and any other party(ies) with a financial interest in this relocation assistance claim are either:

☑ Citizens or Nationals of the United States

or

☐ Aliens lawfully present in the United States

* If an Alien lawfully present in the United States, supporting documentation will be required.

C. L. Hartle

Signature

Date: 10/20/21

Signature

Date:

Incorporated Business, Farm or Nonprofit Organizations

I certify that I have signature authority for this entity and such entity is lawfully incorporated under the applicable state's laws and authorized to conduct business within the United States.

N/A

Claimant

Date:

PLEASE COMPLETE, SIGN, DATE AND RETURN

Danny Jackson

From: Michelle at Sam Bass Storage <michelle@sambassstorage.com>
Sent: Friday, October 15, 2021 10:51 AM
To: Danny Jackson
Cc: Eric Klingemann
Subject: Re: Sam Bass Storage Tenant Information

Hi Danny!

Please see below updates;

- Unit # E02, Tom Barch - confirmed, moved out
- Unit #092, Eric Hartle - confirmed, moved out

There are still a few pending on your list from yesterday, I will send an update on those later today.
Thanks,
Michelle

On 2021-10-15 09:13, Danny Jackson wrote:

> Michelle and Eric, Hi
>
> I needed to confirm with you that the following tenants have terminated their lease agreement:
>
> - Unit # E02, Tom Barch
> - Unit #092, Eric Hartle
>
> Thanks,
>
> Danny
>
> **Danny Jackson SR/WA, R/W-RAC, R/W-NAC, R/W-URAC**
>
> **Project Manager**
>
> **Right of Way of Texas, LLC.**

RIGHT OF WAY OF TEXAS, LLC

6101 W. COURTYARD DRIVE, BLDG. 1, STE. 125, AUSTIN, TX 78730
(O) (512) 372-6220 (F) (512) 372-6221

ACKNOWLEDGMENT BY TENANT

CORRIDOR H/SAM BASS ROAD
PARCEL 13
SAM BASS STORAGE
UNIT 92

Relocation Advisory Services & Assistance:

I have been given a copy of the 90-day notice which explains the available services and entitlements available to me. I am advised that the Relocation Agent will be available to assist me if any questions arise or assistance is needed.

TENANT ACKNOWLEDGEMENT:

[signature]	10-20-21
Signature	Date
Christopher C. Hartle	92
Print Name	UNIT

[redacted]

PLEASE COMPLETE, SIGN, DATE AND RETURN

Contact Notes

Project Corridor H/Sam Bass Road
Parcel 13

Unit # 092

Name Chris Hartle

Phone [redacted]

Email [redacted]

Date	Comments
10-4-2021	Received call from Chris Hartle asking about relocation benefits for Sam Bass Storage. I explained the project and his relocation entitlements. He has a flatbed trailer stored. He said that he has moved, I told him I would prepare the needed documents for his signature.
10-15-2021 10-21-2021	I prepared the needed claim documents and sent them to Mr. Hartle for his signature. Received back signed document for tenant. Prepared and submitted move claim to S & C for approval and payment.

Meeting Date: 11/02/2021

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	10/27/2021 02:13 PM
Form Started By: Charlie Crossfield		Started On: 10/27/2021 01:51 PM
Final Approval Date: 10/27/2021		

Commissioners Court - Regular Session **54.**

Meeting Date: 11/02/2021

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 Sound Garden
i) Project Def Leopard
j) Project Flex Power
k) Project Pearson Ranch

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	10/27/2021 02:09 PM

Form Started By: Charlie Crossfield Started On: 10/27/2021 01:52 PM

Final Approval Date: 10/27/2021

Commissioners Court - Regular Session **62.**

Meeting Date: 11/02/2021

Submitted By: Becky Pruitt, County Judge

Department: County Judge

Information

Agenda Item

Discuss, consider and take appropriate action authorizing the County Judge Bill Gravell, Jr. to execute an Order and Election and Release Form regarding a settlement offer regarding Defendants Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc. in the matter of Texas opioid multi-district litigation for the County in the lawsuit of *County of Williamson v. Purdue Pharma, Inc., et al.,* MDL PRETRIAL CAUSE NO. 2018-63587, in the 152d District Court of Harris County, Texas, removed to MDL 2804, N.D. OH.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Texas Janssen Subdivision Election and Release Form

Wilco Order Authorizing Approval of Janssen Texas State Wide Opioid Settlement Term Sheet

Form Review

Form Started By: Becky Pruitt Started On: 10/27/2021 04:25 PM

Final Approval Date: 10/27/2021

TEXAS SUBDIVISION ELECTION AND RELEASE FORM

This Election and Release Form for Texas Participating Subdivisions resolves opioid-related Claims against Janssen under the terms and conditions set forth in the Janssen Texas State-Wide Opioid Settlement Agreement between Janssen, the State of Texas, and the Counties of Dallas and Bexar (the "Agreement"), the provisions of which are here incorporated by reference in their entirety. Upon executing this Election and Release Form, a Participating Subdivision agrees that, in exchange for the consideration described in the Agreement, the Participating Subdivision is bound by all the terms and conditions of the Agreement, including but not limited to the Release found in Section VII of the Agreement and the provisions concerning participation by Subdivisions in Section VIII, and the Participating Subdivision and its signatories expressly represent and warrant on behalf of themselves that they have, or will have obtained on or before the Effective Date or on or before the execution of this Election and Release Form if executed after the Effective Date, the authority to settle and release, to the maximum extent of the Subdivision's power, all Released Claims related to Covered Conduct. If this Election and Release Form is executed on or before the Initial Participation Date, the Participating Subdivision shall dismiss Janssen and all other Released Entities with prejudice from all pending cases in which the Participating Subdivision has asserted Covered Claims against Janssen or a Released Entity no later than the Initial Participation Date. If this Election and Release Form is executed after the Initial Participation Date, the Participating Subdivision shall dismiss Janssen and all other Released Entities with prejudice from all pending cases in which the Participating Subdivision has asserted Covered Claims against Janssen or a Released Entity concurrently with the execution of this form. By executing this Election and Release

Form, the Participating Subdivision submits to the jurisdiction of the Court where the Consent Judgment is filed for purposes limited to that Court's role under the Agreement.

Dated: _____

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
Williamson County Judge
710 Main St., Ste. 101
Georgetown, Texas 78520

County Judge for WILLIAMSON COUNTY

By: _____
Mikal C. Watts
Watts Guerra LLC
4 Dominion Dr., Bldg 3, Ste. 100
San Antonio, Texas 78257

Counsel for WILLIAMSON COUNTY

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

ORDER AUTHORIZING APPROVAL OF PROPOSED JANSSEN TEXAS STATE-WIDE OPIOID SETTLEMENT AGREEMENT

BE IT REMEMBERED, at a regular meeting of the Commissioners Court of Williamson County, Texas, held on the, 2nd day of November, 2021, on motion made by _____Commissioner of Precinct _____and seconded by _____ Commissioner of Precinct __, the following Order (Resolution) was adopted:

WHEREAS, Williamson County obtained information indicating that certain drug companies and their corporate affiliates, parents, subsidiaries, and such other defendants as may be added to the litigation (collectively, "Defendants") have engaged in fraudulent and/or reckless marketing and/or distribution of opioids that have resulted in addictions and overdoses; and

WHEREAS, these actions, conduct and misconduct have resulted in significant financial costs in the past to the County and will undoubtedly result in significant financial costs in the future; and

WHEREAS, the County brought claims against Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc., Janssen Pharmaceutica, Inc. (hereinafter Janssen or the Janssen defendants) defendants, and other defendants in the opioid supply chain on behalf of the County in *In Re*: *Texas Opioid Litigation*, MDL No. 2018-63587, currently pending in the 152d District Court of Harris County, Texas; and

WHEREAS, on October17, 2021, the Janssen defendants in the opioid litigation brought by the County, the State of Texas, through the Office of the Attorney General, and a negotiation group for Texas political subdivisions entered into an Agreement entitled Janssen Texas State-Wide Opioid Settlement Agreement and Term Sheet (hereafter, the Janssen Settlement); and

WHEREAS, Special Counsel and the State of Texas have recommended that the Williamson County Commissioners Court support the adoption and approval the Janssen Settlement in its entirety; and

WHEREAS, even though the payments from the Janssen settlement reflects partial compensation

to Williamson County for the past damages it has suffered or the future damages it is likely to incur, given the risks of litigation, the fact that this is a settlement with only one group of Defendants, the fact that it is to the benefit of Texas and the County and its residents, and that it reduces the risks associated with pay-over-time provisions;

NOW, THEREFORE, BE IT RESOLVED that we, the Commissioners Court of Williamson County:

1. Support the adoption and approval the Janssen Settlement in its entirety; and

2. Authorize County and Special Counsel to execute the Release at Exhibit A of the Janssen Settlement; and

3. Finds as follows:

   a. There is a substantial need for repayment of past opioid-related expenditures and payment to help abate current and future opioid-related harms in and about Williamson County, Texas; and

   b. The County Commissioners Court supports in its entirety the Janssen Settlement. The County Commissioners Court understands that the purpose of this Settlement to effectuate resolution of the Opioid Litigation against Janssen entities. We also understand that an additional purpose is to ensure the effective means of distributing any potential settlement funds obtained under this Janssen Settlement in Texas and under the jurisdiction of Texas Courts in a manner and means that would promote an effective and meaningful use of the funds in abating the opioid epidemic in this County and throughout Texas.

The County is hereby authorized to approve and accept the Janssen Settlement.

The County Judge is hereby authorized to execute and deliver the settlement agreement recommended for approval by Special Counsel in the above referenced case and to approve such terms and provisions for the full and final settlement of all matters set forth therein.

DONE IN OPEN COURT on this the 2nd day of November, 2021.

WILLIAMSON COUNTY

_____

Bill Gravell, Jr., County Judge