

NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONERS COURT
June 28, 2022
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 – 27)

3. Discuss, consider, and take appropriate action on two line item transfers for Justice of the Peace, Pct. 3.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0453.004002	Jurors, Grand Jurors, Jury Com	1500.00
To	0100.0453.004141	Interpreters	1500.00
From	0100.0453.004002	Jurors, Grand Jurors, Jury Com	3000.00
To	0100.0453.004212	Postage	3000.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-503-5740	Computer Equipment > \$5,000	\$5,545.00
To	0100-503-5008	Law Enf Equipment > \$5,000	\$5,545.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0570.004208	Internet Cloud	\$6,100.00
To	0100.0570.004510	Facility Maint. and Repairs	\$6,100.00

6. Discuss, consider and take appropriate action on a line item transfer for the On-Site Sewage Facilities Program.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0661-003005	Office Furniture < \$5,000	\$1,000.00
From	0100-0661-003010	Computer Equipment < \$5,000	\$600.00
From	0100-0661-004100	Professional Services	\$400.00
From	0100-0661-004150	Surveying	\$800.00
From	0100-0661-004160	Lab Fees	\$500.00
From	0100-0661-004310	Advertising & Legal Notices	\$200.00
From	0100-0661-004350	Printed Materials & Binding	\$1,300.00
To	0100-0661-003301	Gasoline	\$4,800.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0509.004962	Janitorial Contract Services	\$3,800.00
To	0100.0509.004232	Training, Conf. Seminars	\$3,800.00

8. Discuss, consider, and take appropriate action on authorizing the disposal of various county vehicles(s) and equipment assets through Transfer including One (1) 2018 Ford Explorer Vin #7435, pursuant to Tx. Local Gov't Code 263.152.
9. Discuss, consider, and take appropriate action on authorizing the transfer of county Capital Assets equipment valued over \$5,000.00, from the Emergency Services Department to Radio Communications Systems (RCS) including One (1) GTR 8000 Base Radio System, pursuant to Tx. Local Gov't Code 263.152.
10. Discuss, consider, and take appropriate action to approve the County Attorney May 2022 Monthly Report in compliance with Code of Criminal Procedure 103.005.
11. Discuss, consider and take appropriate action to approve Justice of The Peace, Pct 1, May 2022 Monthly Report, in compliance with Code of Crim Proc. 103.005.
12. Discuss, consider and take appropriate action on the engagement of the law firm of Carter Arnett PLLC to represent Steve Deaton, a former employee of the Williamson County Sheriff's Office, in relation to Civil Action No. 1:21-cv-00374-RP; Gary Watsky v. Williamson County, Texas, et al.; In the United States District Court for the Western District of Texas, Austin Division; and exemption of these services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Texas Local Government Code § 262.024(a)(4).

13. Discuss, consider and take appropriate action on the engagement of the law firm of Martin, Disiere, Jefferson & Wisdom LLP to represent Lorenzo Hernandez, Jr., a former employee of the Williamson County Sheriff's Office, in relation to Civil Action No. 1:21-cv-00834-RP; Skylar Leal v. Williamson County, Texas, et al.; In the United States District Court for the Western District of Texas, Austin Division; and exemption of these services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Texas Local Government Code § 262.024(a)(4).
14. Discuss, consider and take appropriate action on the engagement of the law firm of D. Randall Montgomery & Associates PLLC to represent Robert Chody, former Williamson County Sheriff, in relation to Civil Action No. 1:21-cv-00350-RP; Imani Nembhard v. Williamson County, Texas, et al.; In the United States District Court for the Western District of Texas, Austin Division and Civil Action No. 1:21-cv-00374-RP; Gary Watsky v. Williamson County, et al.; In the United States District Court for the Western District of Texas, Austin Division; and exemption of these services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Texas Local Government Code § 262.024(a)(4).
15. Discuss, consider and take appropriate action on updating the Williamson County Purchasing Policy as it pertains to Cooperative Purchasing.
16. Discuss, consider and take appropriate action on an agreement between Williamson County Regional Animal Shelter and Junior League of Austin.
17. Discuss, consider, and take appropriate action to approve Agreement with Pediatric Emergency Standard, Inc. for Handtevy Mobile Medication Management Software Access, in the amount of \$31,473.52 from the competitive bidding or proposal requirements established by Section 262.024 (a) (2) of the Texas Local Government Code, as an item necessary to preserve or protect the public health or safety of the residents, and authorizing the execution of the agreement.
18. Discuss, consider and take appropriate action on approving the purchase of thirty (30) body worn cameras, licenses, and accessories from GTS Technology Solutions, Inc. in the amount of \$52,216.32, pursuant to DIR cooperative contract #DIR-TSO-4025.
19. Discuss, consider and take appropriate action on awarding IFB #22IFB97 Medical Supplies for Williamson County Jail, split on a per item basis, to two (2) responsive bidders, B&E Medical Supply and Equipment and to Maxari Energy, LLC.
20. Discuss, consider and take appropriate action on Amendment No. 2 to Agreement for Design & Engineering Services with Parkhill, Smith and Cooper, Inc. for the Expo Center Various Improvements Project (P562), due to the need to clarify invoicing methods in the contractual language to allow for additional services. Point of contact is Angel Gomez, Williamson County Senior Project Manager with Facilities Management.
21. Discuss, consider and take appropriate action on Supplemental Agreement No. 1 to Agreement for Design & Engineering Services, as Amended, with Parkhill, Smith and Cooper, Inc. for the Expo Center Various Improvements (P562). Due to the need for additional services to provide electrical upgrades in the main arena, the contract is increased by \$28,749 and the schedule is being adjusted to add Three Hundred Sixty-Five (365 days) for construction administration. Point of contact is Angel Gomez, Williamson County Project Manager with Facilities Management.
22. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for Cross Culvert Replacements, under IFB #22IFB127.

23. Discuss, consider, and take appropriate action on ratifying the Purchase Order to Barrier Fence LLC for emergency fence replacement and guard rail repair at Florence Radio Tower, in the amount of \$12,300.00, and exempting this purchase from competitive bidding requirements per TX. Local Government Code Discretionary Exemptions 262.024 (a)(3) [an item necessary because of unforeseen damage to public property].
24. Discuss, consider, and take appropriate action on accepting the corrected bid form for IFB #22IFB102 Contract Mowing for County Right of Way, originally awarded on Commissioners Court agenda on 05.31.2022 under agenda item #37.
25. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for Fleet Vehicles FY23 for various Williamson County Departments under IFB #22IFB130.
26. Discuss, consider and take appropriate action on approval of the final plat for the Rancho Del Cielo Phase 1 subdivision – Precinct 4.
27. Discuss, consider and take appropriate action on approval of the final plat for the Cool Water Phase 4 Section 2 subdivision – Precinct 4.

REGULAR AGENDA

28. Discuss, consider and take appropriate action on the compensation policy regarding funding new positions at higher than the minimum of the assigned grade for FY23.
29. Discuss, consider and take appropriate action on recommended changes to the Employee Policy Manual, effective October 1, 2022.
30. Discuss, consider and take appropriate action approving a salary grievance committee, including alternates.
31. Discuss, consider and take appropriate action on FY23 compensation.
32. Discuss, consider, and take appropriate action on Juvenile Services applying for grant funds through the Bureau of Justice Assistance to support the Transformative Justice Program.
33. Discuss and take appropriate action on the Community Development Block Grant 2022 proposed projects to be included in the Annual Action Plan.
34. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenues for Constable Pct. 4 vehicle usage fees.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.341214	VEH USAGE FEE, CON PCT#4	\$23,000.00

35. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for Constable Pct. 4 Gasoline.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0554.003301	gasoline	\$23,000.00

36. Discuss, consider, and take appropriate action on a line-item transfer for Constable Pct.4.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0554.004414	Vehicle Insurance	\$6,493.11
From	0100.0554.004232	Training, Conf., Seminars	\$7,106.89
To	0100.0554.003301	Gasoline	\$13,600.00

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

38. 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	\$6,056.70
	0100.0440.002010	FICA	\$463.34
	0100.0440.002020	Retirement	\$979.96

39. Discuss, consider, and take appropriate action on approving a 2019 Park Bond transfer to move \$621,761.89 from P562 (EXPO Center Support Amenities) to P566 (EXPO TX Winter Storm 2021).
40. Discuss consider and take appropriate action on reorganizing and moving the reporting structure of both Department #507/Fund #507 – WC Radio Communication System and Department #587/Fund #0100 – Wireless Communications to Department #523/Fund #0100 – Public Safety IT; moving five (5) Department #503 PCN Nos. 0951, 1629, 1855, 0962 and 0950 to Department #523; and moving three (3) Department #581 PCN Nos. 0166, 0118 and 0162 to Department #523; with such actions to be effective October 1, 2022.
41. Discuss, consider, and take appropriate action on approving a 2020 CIP transfer to close P529 (Prime #2) and move the remaining funds of \$346,713.67 to P566 (EXPO TX Winter Storm 2021).

42. Discuss, consider and take appropriate action on approving the agreements for pre-employment background screening services in the total not-to-exceed amount of \$15,000.00 and exempting these agreements from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Texas Local Government Code § 262.024(a)(4), and authorizing execution of the agreements.
43. Discuss, consider, and take appropriate action on the service agreement with Stryker Sales Corporation for EMS Equipment and Williamson County and authorizing the execution of the agreement.
44. Discuss, consider, and take appropriate action on awarding RFQ #22RFSQ86 Architecture Design for New Williamson County Headquarters Building with Marmon Mok in the amount of \$3,341,100, and authorizing the execution of the Professional Service Agreement (PSA). Funding source is P577.
45. Discuss, consider, and take appropriate action on approving the Ensuing Agreement for Construction Services for Live Oak Ranch Sub Phase 1 Roadway and Drainage Improvements in the not-to-exceed amount of \$1,846,057.79 with Patin Construction, LLC, under IFB #22IFB105, and authorizing the execution of the agreement. Funding source is P487.
46. Discuss, consider, and take appropriate action on approving the Ensuing Agreement for Construction Services with Smith Contracting Co., Inc. for CR 137 Widening and Overlay for Road in the not-to-exceed amount of \$1,698,586.60, under IFB #22IFB104, and authorizing the execution of the agreement.
47. Discuss, consider, and take appropriate action on awarding IFB #22IFB114 Aggregates for Surface Treatment Type D to Capitol Aggregates.
48. Discuss, consider, and take appropriate action on Contract Amendment No. 2 to RFQ #2572 Flood Plain Maps Update (Atlas 14 Mapping) contract between Williamson County and Doucet & Associates, Inc. relating to the LRTP Program.
Project: P583
Fund Source: LRTP and CIP
49. Discuss, consider and take appropriate action on 2 claims for moving expenses related to the right of way acquisition on Sam Bass Road--Parcel 13. Funding Source: Road Bonds P462

Unit C15- Mariani
Unit 046- Cooke
50. Discuss, consider and take appropriate action on an Agreed Final Judgement with Ryan and Lori Gallagher regarding 0.262 acres of right of way acquired for the Seward Junction SE Loop (Parcel 10). Funding Source: Road Bonds P271
51. Discuss, consider and take appropriate action accepting a deed from Jarrell ISD for 0.771 acres needed for right of way on the CR 305/CR 307 project (Parcel 6). Funding Source: Road Bonds P581
52. Discuss, consider and take appropriate action on a purchase contract with Liberty Hill ISD for 2.271 acres needed for right of way on the CR 258 @ US 183 project (Parcel 3). Funding Source: Road Bonds P277
53. Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn (0.063 acres) required for the construction of Sam Bass Road. (JSK ATX Investments LLC/ Parcel 11) Funding Source: Road Bonds P462

EXECUTIVE SESSION

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

54. 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 332
- 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 Bud Stockton Extension.
- g) Discuss the acquisition of real property for CR 305/307.
- 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 right-of-way for Hero Way.
- 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 right of way for Corridor E.
- v) Discuss acquisition of right of way for County Road 245.
- w) Discuss acquisition of right of way for CR 401/404.
- x) Discuss acquisition of right of way for Liberty Hill Bypass.

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
- g) Discuss the sale of 106 Dana Drive, Hutto, Texas
- h) Discuss the sale of property located adjacent to the existing Williamson County EMS Bay/SO and MOT building at 1801 E. Settlers Boulevard, Round Rock, Texas

- 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.

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

Business prospect(s) that may locate or expand within Williamson County.

- a) Project Red Hot Chili Pepper
- b) Project Flex Power
- c) Project Pearson Ranch
- d) Project Fittipaldi
- e) Project Venture
- f) Project 007
- g) Project Acropolis
- h) Project Crystal Lagoon
- i) Project Phantom
- j) Project World

56. Discuss pending or contemplated litigation, settlement matters and other confidential attorney-client legal matters (EXECUTIVE SESSION as per Section 551.071, Texas Government Code, "Consultation with Attorney"), including the following:

a. General:

- 1. Litigation or claims or potential litigation or claims against the County or by the County
- 2. Status Update-Pending Cases or Claims
- 3. Employee/personnel related matters
- 4. 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.

b. Litigation:

- 1. 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
- 2. Cause No. 19-0850-C368; County of Williamson vs. Purdue Pharma, LP et al.; In the District Court of Williamson County, Texas
- 3. Civil Action No. 1:20-cv-00842; SonWest Co. v. J. Terron Evertson, in his official capacity as Williamson County Engineer, et al.; In the United States District Court for the Western District of Texas, Austin Division
- 4. 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
- 5. 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
- 6. 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
- 7. 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
- 8. 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
- 9. Civil Action No. 1:21-00481-LY; 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
- 10. 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
- 11. 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
 12. Civil Action No. 5:21-cv-1223-FB; Isabel Longoria and Cathy Morgan v. Warren K. Paxton et al.; In the United States District Court for the Western District of Texas, San Antonio Division
 13. Cause No. 22-0159-C395; Gary Watsky v. Williamson County Sheriff Mike Gleason et al.; In the 395th District Court of Williamson County, Texas
 14. Cause No. 2022CI0574; Chris Noel Carlin v. Jacquelyn F. Callanen, et al.; 408th District Court, Bexar County, Texas
 15. Cause Number: 3SC-22-0044; James M. Martin and Rebecca S. Martin v. Williamson County Regional Animal Shelter; In The Justice Court Precinct Three of Williamson County, Texas
 16. Civil Action No. 1:22-cv-00254-RP; Rodney A. Hurdsmen, #0217082 v. Mike Gleason, et al.; In the United States District Court for the Western District of Texas, Austin Division
 17. Cause No. D-1-GN-22-002186; Chauncy Williams v. Williamson County Attorney's Office Victim Service's Division; 98th Judicial District Court, Travis County, Texas
 18. Cause No. 22-0826-C368; Doyle "Dee" Hobbs, Jr., in his official capacity as Williamson County Attorney, v. AHFC Pecan Park PSH Non-Profit Corporation; In the 368th Judicial District Court of Williamson County, Texas

c. EEOC/TWC matters:

1. EEOC Charge #451-2021-00812 – S.H.
2. EEOC Charge #451-2021-00920 – K.B.
3. EEOC Charge #451-2021-01357 – J.G.
4. EEOC Charge #451-2021-01145 – G.H.
5. EEOC Charge #451-2021-01742 – J.R.

d. Claims:

1. Property damage claim by Erica Walls

e. Other:

1. Legal matters pertaining to the Emergency Communications Department.
2. Legal matters pertaining to the GardaWorld contract.
3. Legal matters pertaining to Solara at Highland Horizon Condominium Project.
4. Legal matters relating to U.S. Fish and Wildlife Service's Final Rule Designating Critical Habitat for the Georgetown and Salado Salamanders.
5. Legal matters pertaining to tax exemptions for private apartment developers under 303.042(f) of the Texas Local Government Code.

57. 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).
58. 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)

59. Discuss and take appropriate action concerning economic development.
60. Discuss and take appropriate action concerning real estate.

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

a. General:

1. Litigation or claims or potential litigation or claims against the County or by the County
2. Status Update-Pending Cases or Claims
3. Employee/personnel related matters
4. 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.

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2. Cause No. 19-0850-C368; County of Williamson vs. Purdue Pharma, LP et al.; In the District Court of Williamson County, Texas
3. Civil Action No. 1:20-cv-00842; SonWest Co. v. J. Terron Evertson, in his official capacity as Williamson County Engineer, et al.; In the United States District Court for the Western District of Texas, Austin Division
4. 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
5. 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
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11. 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
12. Civil Action No. 5:21-cv-1223-FB; Isabel Longoria and Cathy Morgan v. Warren K. Paxton et al.; In the United States District Court for the Western District of Texas, San Antonio Division
13. Cause No. 22-0159-C395; Gary Watsky v. Williamson County Sheriff Mike Gleason et al.; In the 395th District Court of Williamson County, Texas
14. Cause No. 2022CI0574; Chris Noel Carlin v. Jacquelyn F. Callanen, et al.; 408th District Court, Bexar County, Texas
15. Cause Number: 3SC-22-0044; James M. Martin and Rebecca S. Martin v. Williamson County Regional Animal Shelter; In The Justice Court Precinct Three of Williamson County, Texas
16. Civil Action No. 1:22-cv-00254-RP; Rodney A. Hurdsmen, #0217082 v. Mike Gleason, et al.; In the United States District Court for the Western District of Texas, Austin Division
17. Cause No. D-1-GN-22-002186; Chauncy Williams v. Williamson County Attorney's Office Victim Service's Division; 98th Judicial District Court, Travis County, Texas
18. Cause No. 22-0826-C368; Doyle "Dee" Hobbs, Jr., in his official capacity as Williamson County Attorney, v. AHFC Pecan Park PSH Non-Profit Corporation; In the 368th Judicial District Court of Williamson County, Texas

c. EEOC/TWC matters:

1. EEOC Charge #451-2021-00812 – S.H.
2. EEOC Charge #451-2021-00920 – K.B.
3. EEOC Charge #451-2021-01357 – J.G.
4. EEOC Charge #451-2021-01145 – G.H.
5. EEOC Charge #451-2021-01742 – J.R.

d. Claims:

1. Property damage claim by Erica Walls

e. Other:

1. Legal matters pertaining to the Emergency Communications Department.
2. Legal matters pertaining to the GardaWorld contract.
3. Legal matters pertaining to Solara at Highland Horizon Condominium Project.
4. Legal matters relating to U.S. Fish and Wildlife Service's Final Rule Designating Critical Habitat for the Georgetown and Salado Salamanders.
5. Legal matters pertaining to tax exemptions for private apartment developers under 303.042(f) of the Texas Local Government Code.

62. Discuss, consider and take appropriate action regarding the appointment, employment, evaluation, reassignment, duties, discipline and/or dismissal of Williamson County officers, directors or employees, including but not limited to any necessary action pertaining to conducting annual reviews of department heads and appointed officials.
63. Comments from Commissioners.
64. Public Comment Period. The Commissioners Court will conduct a Public Comment Period to allow members of the public to address the Court regarding matters pertaining to or affecting Williamson County but that do not appear as an Agenda Item on a meeting's Agenda. During such Public Comment Period, speakers shall be limited to a maximum of two (2) minutes to make his/her remarks and the maximum overall discussion time allowed for the Public Comment Period, regardless of the number of members of the public wishing to address the Court during such period, shall be limited to ten (10) minutes. Speaking time, to the extent possible, will be evenly allocated among speakers should more than five (5) speakers desire to speak during the Public Comment Period. Please note that the members of the Court may not comment at the meeting about matters that are not on the agenda.

Bill Gravell, Jr., County Judge

This notice of meeting was posted in the locked box located on the south side of the Williamson County Courthouse, a place readily accessible to the general public at all times, on the 24th day of June 2022 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:** 06/28/2022

Line Item Transfer

Submitted For: Evelyn McLean**Submitted By:** Cherie Vasquez, J.P. Pct. #3**Department:** J.P. Pct. #3**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider, and take appropriate action on two line item transfers for Justice of the Peace, Pct. 3.

Background

The office of JP3 is requesting two line item transfers:

From: 0100.0453.004002 (Jurors, Grand Jurors, Jury Com)

To: 0100.0453.004141 (Interpreters)

Amount: \$1500.00

Reason: To fund Language Line invoices for court purposes.

From: 0100.0453.004002 (Jurors, Grand Jurors, Jury Com)

To: 0100.0453.004212 (Postage)

Amount: \$3000.00

Reason: To fund postage for the postage machine at the Georgetown Annex.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0453.004002	Jurors, Grand Jurors, Jury Com	1500.00
To	0100.0453.004141	Interpreters	1500.00
From	0100.0453.004002	Jurors, Grand Jurors, Jury Com	3000.00
To	0100.0453.004212	Postage	3000.00

Attachments*No file(s) attached.*

Form Review**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Cherie Vasquez

Final Approval Date: 06/23/2022

Reviewed By

Becky Pruitt

Saira Hernandez

Date

06/22/2022 03:48 PM

06/23/2022 07:32 AM

Started On: 06/22/2022 01:54 PM

Commissioners Court - Regular Session**4.****Meeting Date:** 06/28/2022

Discuss, consider and take appropriate action on a line item transfer for Technology Services

Submitted For: Richard Semple**Submitted By:** Tammy McCulley, Information Technology**Department:** Information Technology**Agenda Category:** Consent

Information**Agenda Item**

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

Background

Equipment that was ordered in FY21 did not come in, due to parts shortage. Instead of canceling order and longer lead times, the parts have finally arrived. Funds were not budgeted in FY22 as this was unknown at the time. We are requesting to move IT funds to original line item per Auditor's.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-503-5740	Computer Equipment > \$5,000	\$5,545.00
To	0100-503-5008	Law Enf Equipment > \$5,000	\$5,545.00

Attachments*No file(s) attached.*

Form Review**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Tammy McCulley

Final Approval Date: 06/23/2022

Reviewed By

Becky Pruitt

Saira Hernandez

Date

06/23/2022 11:02 AM

06/23/2022 11:11 AM

Started On: 06/23/2022 10:38 AM

Commissioners Court - Regular Session**5.****Meeting Date:** 06/28/2022

LIT - Corrections

Submitted For: Mike Gleason**Submitted By:** Peggy Braun, Sheriff**Department:** Sheriff**Agenda Category:** Consent

Information**Agenda Item**

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

Background

ITS is requesting that six (6) jail camera cables be replaced from coax cable to Cat5 cable to clear visibility or simply allow for proper functionality on each of these cameras.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0570.004208	Internet Cloud	\$6,100.00
To	0100.0570.004510	Facility Maint. and Repairs	\$6,100.00

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Peggy Braun

Final Approval Date: 06/23/2022

Reviewed By

Becky Pruitt

Saira Hernandez

Date

06/22/2022 12:53 PM

06/23/2022 07:32 AM

Started On: 06/22/2022 10:49 AM

Commissioners Court - Regular Session**6.****Meeting Date:** 06/28/2022

Line item transfer for On Site Sewage Facilities

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

Information**Agenda Item**

Discuss, consider and take appropriate action on a line item transfer for the On-Site Sewage Facilities Program.

Background

This transfer is necessary due to increases in fuel costs.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0661-003005	Office Furniture < \$5,000	\$1,000.00
From	0100-0661-003010	Computer Equipment < \$5,000	\$600.00
From	0100-0661-004100	Professional Services	\$400.00
From	0100-0661-004150	Surveying	\$800.00
From	0100-0661-004160	Lab Fees	\$500.00
From	0100-0661-004310	Advertising & Legal Notices	\$200.00
From	0100-0661-004350	Printed Materials & Binding	\$1,300.00
To	0100-0661-003301	Gasoline	\$4,800.00

Attachments*No file(s) attached.*

Form Review**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Kelly Murphy

Final Approval Date: 06/22/2022

Reviewed By

Becky Pruitt

Saira Hernandez

Date

06/21/2022 03:16 PM

06/22/2022 08:30 AM

Started On: 06/21/2022 10:04 AM

Commissioners Court - Regular Session**7.****Meeting Date:** 06/28/2022

Line Item Transfer

Submitted For: Dale Butler**Submitted By:** Gina Wrehsnig, Facilities Management**Department:** Facilities Management**Agenda Category:** Consent

Information**Agenda Item**

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

Background

Need additional funds for the remainder of the FY for Training.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0509.004962	Janitorial Contract Services	\$3,800.00
To	0100.0509.004232	Training, Conf. Seminars	\$3,800.00

Attachments*No file(s) attached.*

Form Review**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Gina Wrehsnig

Final Approval Date: 06/23/2022

Reviewed By

Becky Pruitt

Saira Hernandez

Date

06/23/2022 09:53 AM

06/23/2022 11:08 AM

Started On: 06/23/2022 09:25 AM

Commissioners Court - Regular Session**8.****Meeting Date:** 06/28/2022

V/E Assets for Transfer 6.28.22

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 Transfer including One (1) 2018 Ford Explorer Vin #7435, pursuant to Tx. Local Gov't Code 263.152.

Background

Please see the attached list for details.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

V/E Assets for Transfer 6.28.22

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Mary Watson

Final Approval Date: 06/23/2022

Reviewed By

Joy Simonton

Becky Pruitt

Date

06/22/2022 08:45 PM

06/23/2022 08:32 AM

Started On: 06/16/2022 11:40 AM

Vehicle Status Change

Reason for Status Change	TRANSFER (complete Receiving Department section)
Department	341 - Mobile Outreach
County VIN/Serial Number	1FM5K8AR0JGC17435
Equipment/Door Number	MB1890
License Plate	1370523
Year	2018
Make	Ford
Model	Explorer
Elected Official/Department Head/Authorized Staff Digital Signature2	✔ Jeanne Williby 5/2/2022 9:49 AM
Receiving Department	540 - EMS
Receiving Department Signature2	✔ Mike Knipstein 6/2/2022 7:22 AM
Method of Status change: This vehicle is to be considered for: (select one)	Transfer
Fleet Comments	Transfer from MOT to EMS
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 6/2/2022 7:37 AM
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	N/A
Authorizing HR Employee Digital Signature	✔ Malea Schmitt 5/2/2022 1:17 PM
Auditor's Authorized Employee Digital Signature	✔ Nancy Schiller 5/2/2022 1:49 PM
Purchasing Department Signature Acknowledgement	✔ Mary Watson 6/16/2022 11:37 AM

Vehicle Status Change

Commissioners Court - Regular Session**9.****Meeting Date:** 06/28/2022

Capital Asset for Transfer from Emergency Services Department to Radio Communications Systems

Submitted For: Joy Simonton**Submitted By:** Mary Watson, Purchasing**Department:** Purchasing**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider, and take appropriate action on authorizing the transfer of county Capital Assets equipment valued over \$5,000.00, from the Emergency Services Department to Radio Communications Systems (RCS) including One (1) GTR 8000 Base Radio System, pursuant to Tx. Local Gov't Code 263.152.

Background

Please see the attached list for details.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Capital Asset Transfer 6.28.22

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Mary Watson

Final Approval Date: 06/23/2022

Reviewed By

Joy Simonton

Becky Pruitt

Date

06/22/2022 09:24 PM

06/23/2022 08:31 AM

Started On: 06/16/2022 10:20 AM

Asset Status Change

Title:	i:0#.f membership damaris.morales@wilco.org - 15-06-2022
Disposal Method:	TRANSFER between county departments
Item(s) Category:	Capital Asset (greater than \$5000)
1. Quantity (Mandatory):	1
1. Description:	GTR 8000 BASE RADIO SYSTEM
1. Manufacturer ID #:	SN: 112CNM1320
1. Oracle Asset #:	62982
1. Condition of Assets:	Working
Transferring Dept.:	Emergency Services Dept.
Transferring Dept. Contact Person	Damaris Morales
Transferring Dept. Contact Ph#:	512-864-8248
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Chris Connealy 6/15/2022 3:12 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Dept.	RCS
Receiving Department Contact Person:	Thomas Piche
Receiving Dept. Contact Ph#:	512-864-8246
Receiving Dept. - Elect. Offic./Dept. Head/Auth Staff:	Thomas Piche
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✓ Thomas Piche 6/15/2022 3:16 PM
Purchasing Final Determination	Internal Department Transfer
Court Date:	6/28/2022

Asset Status Change

Commissioners Court - Regular Session**10.****Meeting Date:** 06/28/2022

County Attorney May 2022 Monthly Report

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

Information**Agenda Item**

Discuss, consider, and take appropriate action to approve the County Attorney May 2022 Monthly Report in compliance with Code of Criminal Procedure 103.005.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

May report

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Stephanie Lloyd

Final Approval Date: 06/22/2022

Reviewed By

Becky Pruitt

Date

06/22/2022 03:49 PM

Started On: 06/22/2022 03:28 PM

IN COMPLIANCE WITH ARTICLE 103
CODE OF CRIMINAL PROCEDURE

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

Before me, the undersigned authority, on this day personally appeared Dee Hobbs, County Attorney, Williamson County, who, on his oath, stated that the attached report of money collected is a true and correct report for the month of May, 2022.

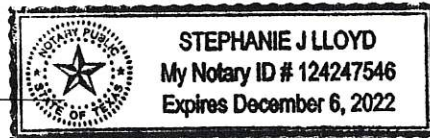
Dee Hobbs

DEE HOBBS
COUNTY ATTORNEY

On this 22nd day of June, 2022, to certify which witness my hand and seal of office.

Stephanie J. Lloyd

NOTARY PUBLIC
In and for the State of Texas



CA - AR Receipts

GL Revenue Object	GL Revenue Fund	Receipt Source	Receipt Date	Receipt Number	Receipt Comment	Receipt Amount
207015	0100	CO ATTY	17-May-2022	31451	2019-5877 2021-4064	\$ 240.00
			25-May-2022	31486	2021-0026 2021-1429	\$ 925.00
		CO ATTY 1	20-May-2022	31465	2019-5001 2019-5551	\$ 2,000.00
		CO ATTY 3	10-May-2022	31429	2021-4036	\$ 141.50
		207015 Total				
341300	0406	CO ATTY HC FEES	10-May-2022	31429	HOT CHECK FEES-APRIL 2022	\$ 123.71
341300 Total						\$ 123.71
351000	0364	CO ATTY INTERVENTION	02-May-2022	31386	2021-0579 2021-2544	\$ 860.00
			05-May-2022	31403	2020-2560 2020-3934 2021-1250 2021-2662	\$ 1,720.00
			06-May-2022	31413	2019-5656 2020-1033 2021-0134 2021-0741	\$ 1,860.00
			09-May-2022	31423	2020-2461 2020-3597	\$ 1,000.00
			11-May-2022	31434	2020-1530 2020-2173 2020-3932 2021-1275 2021-1854	\$ 1,940.00
			13-May-2022	31443	2019-6432 2020-2954 2020-3881 2021-1032 2021-4064	\$ 2,080.00
			16-May-2022	31446	2019-5877 2020-2471 2021-0970	\$ 2,080.00
				31446-C	CORREC REC 31446 PROCESSED IN ERROR FOR \$2,080 WHEN THE TOTAL SHOULD HAVE BEEN \$1,360.	(\$ 720.00)
			18-May-2022	31455	2020-1957 2020-3028 2021-0480 2021-3872	\$ 1,680.00
			25-May-2022	31486	2021-1987	\$ 500.00
			27-May-2022	31496	2021-2603	\$ 500.00
		CO ATTY INTERVENTION 1	23-May-2022	31474	2021-0703 2021-2289 2021-2738	\$ 1,360.00
		CO ATTY INTERVENTION 2	23-May-2022	31474	2019-3970 2020-3336 2021-1561	\$ 1,080.00
351000 Total						\$ 15,940.00
352200	0100	CO ATTY	19-May-2022	31462	21-1571-CC1	\$ 800.00
			27-May-2022	31496	22-0459-CC3	\$ 500.00
		CO ATTY 2	10-May-2022	31429	20-0649-CC2	\$ 200.00
			20-May-2022	31465	21-1573-CC1	\$ 1,200.00
		352200 Total				
Grand Total						\$ 22,070.21

Criminal Restitution May 2022

Date	Payor	Amount	Case #	Deposit Date
5/6/2022	Julie Marie Regier	\$ 141.50	2021-4036	5/10/2022
		\$ 141.50		
Date	Payor	Amount	Case #	Deposit Date
5/15/2022	Eric James Moore	\$ 180.00	2019-5877	5/17/2022
5/12/2022	Il G Kim	\$ 60.00	2021-4064	5/17/2022
		\$ 240.00		
Date	16-Jun	Amount	Case #	Deposit Date
5/17/2022	Jose Arnold Chavez	\$ 1,000.00	2019-5001	5/19/2022
5/17/2022	Brittany Jae Lawrence	\$ 1,000.00	2019-5551	5/19/2022
		\$ 2,000.00		
Date	Payor	Amount	Case #	Deposit Date
5/23/2022	Stephanie Page Ray	\$ 580.00	2021-0026	5/24/2022
5/23/2022	Colleen E Winkley	\$ 345.00	2021-1429	5/24/2022
		\$ 925.00		

Disbursement Summary

TXWILLIAMSONP
ROD

Collection Date Range: 04/01/2022 - 04/30/2022

Ignore Tender Holds: No

Final Copy

County Attorney

County Attorney Bank

Williamson County Treasurer - HC

Disbursement Summary

Code Word	Description	(+) Collection Amount	(+) Previous Escrow	(-) Escrow Deductions	(-) Escrow Held	Disbursement Amount
CHKFEE	Check Fee	125.00	0.00	0.00	0.00	125.00

Disbursement Summary Totals		(+) Collection Amount	(+) Previous Escrow	(-) Escrow Deductions	(-) Escrow Held	Disbursement Amount
		125.00	0.00	0.00	0.00	125.00

Disbursement Detail

Check ID Number	Defendant	Code	(+) Collection Amount	(+) Previous Escrow	(-) Escrow Deductions	(-) Escrow Held	Disbursement Amount
21-00013	Coto, Maria Ramos (PID #: 123575)	CHKFEE	15.00	0.00	0.00	0.00	15.00
22-00007	Beechum, Angela D (PID #: 519949)	CHKFEE	30.00	0.00	0.00	0.00	30.00
22-00012	Tharial, Peter X (PID #: 1803022)	CHKFEE	50.00	0.00	0.00	0.00	50.00
22-00029	Fust, Debra A (PID #: 1810071)	CHKFEE	15.00	0.00	0.00	0.00	15.00
22-00036	Balint, kaylene (PID #: 1812519)	CHKFEE	15.00	0.00	0.00	0.00	15.00
Totals:			125.00	0.00	0.00	0.00	125.00

PTI Fee May 2022

date	payor	amount	control #	deposit date
4/29/2022	Sahara Dnae Graham	\$ 500.00	2021-0579	5/2/2022
4/29/2022	Raafay Ali Khan	\$ 360.00	2021-2544	5/2/2022
		\$ 860.00		
date	payor	amount	control #	deposit date
5/2/2022	Teresa Ann Wolfe	\$ 500.00	2020-2560	5/4/2022
5/3/2022	Sarah Ann Castro	\$ 360.00	2020-3934	5/4/2022
5/3/2022	Amber Leigh Hevener	\$ 500.00	2021-1250	5/4/2022
5/3/2022	Seth David Willis	\$ 360.00	2021-2662	5/4/2022
		\$ 1,720.00		
date	payor	amount	control #	deposit date
5/4/2022	Aydee Gaudalupe Garcia	\$ 360.00	2019-5656	5/6/2022
5/5/2022	Cara Anne Matthews	\$ 500.00	2020-1033	5/6/2022
5/4/2022	Rebecca Nicole Martin	\$ 500.00	2021-0134	5/6/2022
5/5/2022	Randy Wayne Sullivan	\$ 500.00	2021-0741	5/6/2022
		\$ 1,860.00		
date	payor	amount	control #	deposit date
5/6/2022	Payton Cy Jones	\$ 500.00	2020-2461	5/9/2022
5/6/2022	Celeste N Garcia	\$ 500.00	2020-3597	5/9/2022
		\$ 1,000.00		
date	payor	amount	control #	deposit date
5/9/2022	Donald Alaniz	\$ 360.00	2020-1530	5/11/2022
5/9/2022	Kyle Christopher De Mik	\$ 500.00	2020-2173	5/11/2022
5/9/2022	Augustin Martinez-Iniguez	\$ 360.00	2020-3932	5/11/2022
5/10/2022	Trent Alan Overstreet	\$ 360.00	2021-1275	5/11/2022
5/10/2022	Tracy Lauren Turner	\$ 360.00	2021-1854	5/11/2022
		\$ 1,940.00		
date	payor	amount	control #	deposit date
5/12/2022	Sebastian Rodriguez Esquivel	\$ 500.00	2019-6432	5/13/2022
5/11/2022	Tomas Barcenas-Jaime	\$ 360.00	2020-2954	5/13/2022
5/12/2022	Jacob Scott Tomkins	\$ 500.00	2020-3881	5/13/2022
5/12/2022	Farhan Akbar Mahmood	\$ 360.00	2021-1032	5/13/2022
5/12/2022	Il G Kim	\$ 360.00	2021-4064	5/13/2022
		\$ 2,080.00		
date	payor	amount	control #	deposit date
5/13/2022	Stephanie Talmadge Thomas	\$ 500.00	2021-0970	5/16/2022
5/14/2022	Wesley Easton Kunz	\$ 360.00	2020-2471	5/16/2022
5/15/2022	Eric James Moore	\$ 500.00	2019-5877	5/16/2022
		\$ 1,360.00		
date	payor	amount	control #	deposit date
5/17/2022	Jamarion Bridgewater for Marlon Dwayne Jones	\$ 180.00	2020-1957	5/18/2022
5/17/2022	Eric Gurrola	\$ 500.00	2020-3028	5/18/2022
5/16/2022	Aurelio Lopez-Hernandez	\$ 500.00	2021-0480	5/18/2022

5/16/2022	Casey Braun for	\$ 500.00	2021-3872	5/18/2022
		\$ 1,680.00		
date	payor	amount	control #	deposit date
5/18/2022	Adrian Lamont Crudup	\$ 360.00	2021-0703	5/20/2022
5/18/2022	Silvino Junior Trujillo	\$ 500.00	2021-2289	5/20/2022
5/19/2022	Paloma Candice Brighty-Schmidt	\$ 500.00	2021-2738	5/20/2022
		\$ 1,360.00		
date	payor	amount	control #	deposit date
5/20/2022	Edwonna Oscalina Ariene Gray Nance	\$ 360.00	2019-3970	5/23/2022
5/20/2022	Kenny Earl Head	\$ 360.00	2020-3336	5/23/2022
5/20/2022	Daniel Allen Lamberton	\$ 360.00	2021-1561	5/23/2022
		\$ 1,080.00		
date	payor	amount	control #	deposit date
5/24/2022	Lance Allen Primett-Poole	\$ 500.00	2021-1987	5/25/2022
date	payor	amount	control #	deposit date
5/26/2022	Adrian Thomas Cisneros	\$500.00	2021-2603	5/27/2022
		\$ 500.00		

Commissioners Court - Regular Session**11.****Meeting Date:** 06/28/2022

Justice of The Peace 1 May 2022 Monthly Report

Submitted For: KT Musselman**Submitted By:** Geneva Salazar, J.P. Pct. #1**Department:** J.P. Pct. #1**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action to approve Justice of The Peace, Pct 1, May 2022 Monthly Report, in compliance with Code of Crim Proc. 103.005.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

MAY_2022_EOM_REPORT_JP1

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Geneva Salazar

Final Approval Date: 06/22/2022

Reviewed By

Becky Pruitt

Date

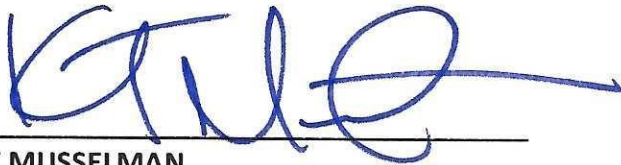
06/22/2022 03:46 PM

Started On: 06/22/2022 01:34 PM

IN COMPLIANCE WITH ARTICLE 103
CODE OF CRIMINAL PROCEDURE

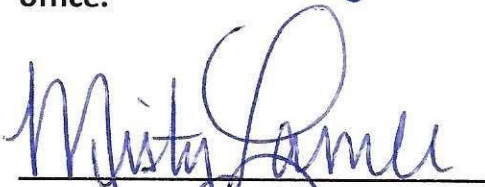
THE STATE OF TEXAS
COUNTY OF WILLIAMSON

Before me, the undersigned authority, on this day personally appeared KT Musselman, Justice of The Peace, Precinct 1, Williamson County, who, on his oath, stated that the attached report of money collected is true and correct report for the month of May, 2022.

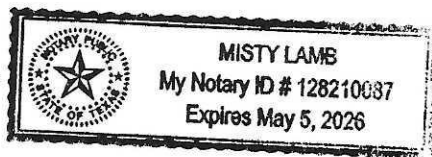


KT MUSSELMAN
JUSTICE OF THE PEACE
PRECINCT ONE

On this 21 day of June 2022 to certify which witness my hand and seal of office.



NOTARY PUBLIC
in and for the State of Texas



OFFICE OF COURT ADMINISTRATION
TEXAS JUDICIAL COUNCIL



OFFICIAL JUSTICE COURT MONTHLY REPORT

Month May Year 2022
County Williamson Pct. 1 Place _____

Judge KT Musselman

If new, date assumed office _____

Court Mailing Address 1801 East Old Settlers Blvd, Suite 100

City Round Rock, TX Zip 78664

Phone Number 512.244.8622

Fax Number 512.244.8602

Court's Public Email jp1@wilco.org

Court's Website https://www.wilco.org/jp1

THE ATTACHED IS A TRUE AND ACCURATE REFLECTION OF THE RECORDS OF THIS COURT.

Prepared by Geneva P. Salazar

Date 6/21/2022 Phone Number 512.244.8691

PLEASE RETURN THIS FORM NO LATER THAN 20 DAYS FOLLOWING THE END OF THE MONTH REPORTED TO:

OFFICE OF COURT ADMINISTRATION

P O BOX 12066

AUSTIN, TX

78711-2066

PHONE: (512) 463-1625

FAX: (512) 936-2423

CRIMINAL SECTION

Court JP1				Traffic Misdemeanors			Non-Traffic Misdemeanors		
Month	May	Year	2022	Non-Parking	Parking	County Ordinance	Penal Code	Other State Law	County Ordinance
1. Total Cases Pending First of Month:				2239	45	0	105	93	3
a. Active Cases				1976	45	0	104	76	3
b. Inactive Cases				263	0	0	1	17	0
2. New Cases Filed				113	2	0	4	0	2
3. Cases Reactivated				1	0	0	0	0	0
4. All Other Cases Added				0	0	0	0	0	0
5. Total Cases on Docket <i>(Sum of Lines 1a, 2, 3 & 4)</i>				2090	47	0	108	76	5
6. Dispositions Prior to Court Appearance or Trial:									
a. Uncontested Dispositions <i>(Disposed without appearance before a judge (CCP Art. 27.14))</i>				70	0	0	1	0	0
b. Dismissed by Prosecution				2	0	0	1	0	0
7. Dispositions at Trial:									
a. Convictions									
1) Guilty Plea or Nolo Contendere				0	0	0	0	0	0
2) By the Court				0	0	0	0	0	0
3) By the Jury				0	0	0	0	0	0
b. Acquittals									
1) By the Court				0	0	0	0	0	0
2) By the Jury				0	0	0	0	0	0
c. Dismissed by Prosecution				9	0	0	1	4	0
8. Compliance Dismissals:									
a. After Driver Safety Course <i>(CCP, Art. 45.0511)</i>				3					
b. After Deferred Disposition <i>(CCP, Art. 45.051)</i>				1	0	0	1	0	0
c. After Teen Court <i>(CCP, Art. 45.052)</i>				0	0	0	0	0	0
d. After Tobacco Awareness Course <i>(HSC, Sec. 161.253)</i>								0	
e. After Treatment for Chemical Dependency <i>(CCP, Art. 45.053)</i>							0	0	
f. After Proof of Financial Responsibility <i>(TC, Sec. 601.193)</i>				3					
g. All Other Transportation Code Dismissals				10	0	0	0	0	0
9. All Other Dispositions				0	0	0	0	0	0
10. Total Cases Disposed				98	0	0	4	4	0
11. Cases Placed on Inactive Status				11	0	0	0	0	0
12. Total Cases Pending End of Month:				2254	47	0	105	89	5
a. Active Cases <i>(Equals Line 5 minus the sum of Lines 10 & 11)</i>				1981	47	0	104	72	5
b. Inactive Cases <i>(Equals Line 1b minus Line 3 plus Line 11)</i>				273	0	0	1	17	0
13. Show Cause Hearings Held				10	0	0	1	0	0
14. Cases Appealed									
a. After Trial				0	0	0	0	0	0
b. Without Trial				0	0	0	0	0	0

CIVIL SECTION

Court JP1				Debt Claim	Landlord/Tenant	Small Claims
Month	May	Year	2022			
1. Total Cases Pending First of Month:				965	110	247
a. Active Cases				964	110	247
b. Inactive Cases				1	0	0
2. New Cases Filed				131	192	17
3. Cases Reactivated				0	0	0
4. All Other Cases Added				1	0	0
5. Total Cases on Docket <i>(Sum of Lines 1a, 2, 3 & 4)</i>				1096	302	264
DISPOSITIONS						
6. Default Judgments				41	0	2
7. Agreed Judgments				4	0	1
8. Trial/Hearing by Judge/Hearing Officer				5	77	4
9. Trial by Jury				0	0	0
10. Dismissed for Want of Prosecution				3	8	3
11. Non-suited or Dismissed by Plaintiff				59	67	8
12. All Other Dispositions				0	0	0
13. Total Cases Disposed <i>(Sum of Lines 6 through 12)</i>				112	152	18
14. Cases Placed on Inactive Status				0	0	0
15. Total Cases Pending End of Month:				985	150	246
a. Active Cases <i>(Equals Line 5 minus the sum of Lines 13 & 14)</i>				984	150	246
b. Inactive Cases <i>(Equals Line 1b minus Line 3 plus Line 14)</i>				1	0	0
16. Cases Appealed:						
a. After Trial				0	8	1
b. Without Trial				0	0	0

JUVENILE/MINOR ACTIVITY

Court JP1				Total
Month	May	Year	2022	
1. Transportation Code Cases Filed				3
2. Non-Driving Alcoholic Beverage Code Cases Filed				1
3. Driving Under the Influence of Alcohol Cases Filed				0
4. Drug Paraphernalia Cases Filed (HSC, Ch. 481)				0
5. Tobacco Cases Filed (HSC, Sec. 161.252)				0
6. Truancy Conduct Cases Filed (Family Code, Sec. 65.003(a))				0
7. Education Code (Except Failure to Attend) Cases Filed				0
8. Violation of Local Daytime Curfew Ordinance Cases Filed (Local Govt. Code, Sec. 341.905)				0
9. All Other Non-Traffic Fine-Only Cases Filed				1
10. Transfer to Juvenile Court:				0
a. Mandatory Transfer (Fam. Code, Sec. 51.08(b)(1))				0
b. Discretionary Transfer (Fam. Code, Sec. 51.08(b)(2))				0
11. Accused of Contempt and Referred to Juvenile Court (Delinquent Conduct) (CCP, Art. 45.050(c)(1))				0
12. Held in Contempt by Criminal Court (Fined and/or Denied Driving Privileges) (CCP, Art. 45.050(c)(2))				0
13. Juvenile Statement Magistrate Warning:				0
a. Warnings Administered				0
b. Statements Certified (Fam. Code, Sec. 51.095)				0
14. Detention Hearings Held (Fam. Code, Sec. 54.01)				0
15. Orders for Non-Secure Custody Issued				0
16. Parent Contributing to Nonattendance Cases Filed (Ed. Code, Sec. 25.093)				0

ADDITIONAL ACTIVITY

Court	JP1			NUMBER GIVEN	NUMBER REQUESTS FOR COUNSEL	
Month	May	Year	2022			
1. Magistrate Warnings:						
a. Class C Misdemeanors				0		
b. Class A and B Misdemeanors				0	0	
c. Felonies				0	0	
2. Arrest Warrants Issued:					TOTAL	
a. Class C Misdemeanors					0	
b. Class A and B Misdemeanors					0	
c. Felonies					1	
3. Capiases Pro Fine Issued					0	
4. Search Warrants Issued					0	
5. Warrants for Fire, Health and Code Inspections Filed (CCP, Art. 18.05)					0	
6. Examining Trials Conducted					0	
7. Emergency Mental Health Hearings Held					0	
8. Magistrate's Orders for Emergency Protection Issued					0	
9. Magistrate's Orders for Ignition Interlock Device Issued (CCP, Art. 17.441)					0	
10. All Other Magistrate's Orders Issued Requiring Conditions for Release on Bond					0	
11. Driver's License Denial, Revocation or Suspension Hearings Held (TC, Sec. 521.300)					5	
12. Handgun License Denial, Revocation or Suspension Hearings Held (Govt. Code, Sec. 411.180)					0	
13. Disposition of Stolen Property Hearings Held (CCP, Ch. 47)					0	
14. Peace Bond Hearings Held					0	
15. Inquests Conducted					32	
16. Cases in Which Fine and Court Costs Satisfied by Community Service:					0	
a. Partial Satisfaction					0	
b. Full Satisfaction					0	
17. Cases in Which Fine and Court Costs Satisfied by Jail Credit					0	
18. Cases in Which Fine and Court Costs Waived for Indigency					1	
19. Amount of Fines and Court Costs Waived for Indigency					\$54	
20. Fines, Court Costs and Other Amounts Collected:						
a. Kept by County					\$46330	
b. Remitted to State					\$8405	
c. Total					\$54735	

Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Transaction Date: 05/01/2022 - 05/31/2022 Case Categories: Civil; Criminal; Family; Probate or Mental Health
Locations: JP1

G/L Account	G/L Account Number	Fee Totals
0100 - General Fund		
01-0100-0000-207017 - Collections Agency Fee	L-004-1-01-0100-0000-207017: 01-0100-0000-207017 - Collections Agency Fee	234.76
01-0100-0000-209700 - JP COURTS-REFUNDS	L-004-1-01-0100-0000-209700: 01-0100-0000-209700 - JP COURTS-REFUNDS	96.00
01-0100-0000-341200 - Sheriff Fees (WILCO)	L-004-1-01-0100-0000-341200: 01-0100-0000-341200 - Sheriff Fees (WILCO)	27.74
01-0100-0000-341801 - FEES OF OFFICE, JP PCT-1	L-004-1-01-0100-0000-341801: 01-0100-0000-341801 - FEES OF OFFICE, JP PCT #1	10,089.64
01-0100-0000-341901 - CIVIL FEES/OFFICE, CONST 1	L-004-1-01-0100-0000-341901: 01-0100-0000-341901 - Fees of Office, Const. PCT #1	23,140.00
01-0100-0000-341911 - CRIMINAL FEES/OFFICE, CONST 1	L-004-1-01-0100-0000-341911: 01-0100-0000-341911 - Fees of Office, Crim. Const PCT #1	41.57
01-0100-0000-342860 -Time Payment Fee County 2.50	L-004-1-01-0100-0000-342860: 01-0100-0000-342860 - Time Payment Fee County 2.50	133.81
01-0100-0000-351301 - FINES, JP PCT-1	L-004-1-01-0100-0000-351301: 01-0100-0000-351301 - FINES, JP PCT #1	9,030.18
01-0100-0000-365103 Language Access Fund	L-004-1-01-0100-0000-365103: Language Access Fund	984.00
99-9999-9999-000003 - LOCAL Consolidated CC-Misd C	L-001-99999999999999: Liability Place Holder	1,136.76
0100 - General Fund Total:		44,914.46
0360 - Courthouse Security Fund		
01-0360-0000-341150 - COURTHOUSE SECURITY FEES	L-004-1-01-0360-0000-341150: 01-0360-0000-341150 - Courthouse Security Fees	16.63
0360 - Courthouse Security Fund Total:		16.63
0361 - JP Security Fund		
01-0361-0000-341151 - JP 1 SECURITY FEES	L-004-1-01-0361-0000-341151: 01-0361-0000-341151 - JP 1 SECURITY FEES	5.54
0361 - JP Security Fund Total:		5.54
0365 - Child Safety Fund		
01-0365-0000-341161 - JP CHILD SAFETY FEE	L-004-1-01-0365-0000-341161: 01-0365-0000-341161 - JP CHILD SAFETY FEE	25.00
0365 - Child Safety Fund Total:		25.00
0370 - Alternate Dispute Resolution Fund		
01-0370-0000-341170 - Alternate Dispute Resolution Fees	L-004-1-01-0370-0000-341170: 01-0370-0000-341170 - Alternate Dispute Resolution Fees	1,640.00
0370 - Alternate Dispute Resolution Fund Total:		1,640.00
0372 - Justice Court Technology Fund		
01-0372-0000-341141 - JP 1 TECHNOLOGY FEES	L-004-1-01-0372-0000-341141: 01-0372-0000-341141 - JP #1 TECHNOLOGY FEES	22.18
0372 - Justice Court Technology Fund Total:		22.18

Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Transaction Date: 05/01/2022 - 05/31/2022 Case Categories: Civil; Criminal; Family; Probate or Mental Health
Locations: JP1

G/L Account	G/L Account Number	Fee Totals
0373 - JP-1 Truancy Program Fund		
01-0373-0000-370000 - JP-1 Truancy Program Fees	L-004-1-01-0373-0000-370000: 01-0373-0000-370000 - JP-1 Truancy Program	27.73
0373 - JP-1 Truancy Program Fund Total:		27.73
0399 - State Agency Fund		
01-0399-0000-208031 - JP 1 Truancy Prev/Diversion - State	L-004-1-01-0399-0000-208031: 01-0399-0000-208031 - JP 1 Truancy Prev/Diversion - State	11.08
01-0399-0000-208160 - CCC FEES DUE TO STATE COMP	L-004-1-01-0399-0000-208160: 01-0399-0000-208160 - Consolidated Court Costs	221.82
01-0399-0000-208165 - CCC 01.2020 Fee's Due to State	L-004-1-01-0399-0000-208165: 01-0399-0000-208165 - State Con Court Cost LGC 133.102(a)(3)	4,972.27
01-0399-0000-208181 - State Consolidated Fee	L-004-0399-0000-208181: State Consolidated Fee	693.00
01-0399-0000-208235 - JURY SERVICE FEES DUE TO STATE	L-004-1-01-0399-0000-208235: 01-0399-0000-208235 - Jury Service Fee	22.18
01-0399-0000-208352 - CRIMINAL JUDICIAL SUPPORT DUE	L-004-1-01-0399-0000-208352: 01-0399-0000-208352 - Support of the Judiciary Fund	33.27
01-0399-0000-208400 - DPS ARREST FEES DUE TO STATE	L-004-1-01-0399-0000-208400: 01-0399-0000-208400 - Texas Highway Patrol Arrest Fees	97.91
01-0399-0000-208415 - MOVING VIOLATION FEE DUE TO ST	L-004-1-01-0399-0000-208415: 01-0399-0000-208415 - Moving Violation Fee Due to State	0.27
01-0399-0000-208425 - ST TRAFFIC FEES DUE TO STATE	L-004-1-01-0399-0000-208425: 01-0399-0000-208425 - State Traffic Fee	110.92
01-0399-0000-208426 - State Traffic Fine Due To State	L-004-1-01-0399-0000-208426: 01-0399-0000-208426 - State Traffic Fine Due To State	2,135.40
01-0399-0000-208703 - INDIGENT DEF FEES - DUE TO ST	L-004-1-01-0399-0000-208703: 01-0399-0000-208703 - Indigent Defense Fee	11.09
01-0399-0000-208850 - WEIGHT VIOLATION FINES DUE TO	L-004-1-01-0399-0000-208850: 01-0399-0000-208850 - Weight Violation Fines	75.00
01-0399-0000-208860 - TIME PYMT FEES DUE TO STATE	L-004-1-01-0399-0000-208860: 01-0399-0000-208860 - Time Payment	29.55
0399 - State Agency Fund Total:		8,413.76
Fee Totals for All Funds:		55,065.30

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Transaction Date: 05/01/2022 - 05/31/2022 Case Categories: Civil; Criminal; Family; Probate or Mental Health
Locations: JP1

Fee Code Summary

Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
2020AFC1	Arrest Fee - Constable 1 CCP 102.011(a)(1), 102.011(e)	41.57	11	0.00	0	0.00	0	41.57	11
2020AFDPS	Arrest Fee - DPS CCP 102.011.(a)(1), 102.011(e)	97.91	21	0.00	0	0.00	0	97.91	21
2020AFSO	Arrest Fee - Sheriff's Office 102.011(a)(1), 102.011(e)	261.50	58	0.00	0	0.00	0	261.50	58
2020CCC	State Cons Court Cost LGC 133.102(a)(3)	4,972.27	90	0.00	0	0.00	0	4,972.27	90
2020CDF	Compliance Dismissal Fine	100.00	10	0.00	0	0.00	0	100.00	10
2020DSCM	Driving Safety Course Mandatory CCP 45.0511(f)(1)	120.00	12	0.00	0	0.00	0	120.00	12
2020LCCC-C	LOCAL Consolidated Court Cost LGC 134.103(a)	1,136.76	91	0.00	0	0.00	0	1,136.76	91
2020LTF	Local Traffic Fine (TC 542.403)	127.16	46	0.00	0	0.00	0	127.16	46
2020STF	State Traffic Fine (TC 542.4031)	2,119.35	46	0.00	0	0.00	0	2,119.35	46
2020TPF	Time Payment Fee CCP 102.030	127.90	15	0.00	0	0.00	0	127.90	15
AFSO	Arrest Fee - Sheriff's Office (CCP 102.011)	27.74	7	0.00	0	0.00	0	27.74	7
CCC	Consolidated Court Costs [Loc. Gov't Code, 133.102]	221.82	7	0.00	0	0.00	0	221.82	7
CCOP	Civil Copies	10.00	10	0.00	0	0.00	0	10.00	10
CERT	Certified Copy	8.03	3	0.00	0	0.00	0	8.03	3
CFINE	County Fine	9,030.18	78	0.00	0	0.00	0	9,030.18	78
CHS	Courthouse Security Fee (CCP 102.017)	16.63	7	0.00	0	0.00	0	16.63	7
CHSJC	JP Security Fee (CCP 102.017)	5.54	7	0.00	0	0.00	0	5.54	7
COLLFEE	Collection Agency Fee	234.76	4	0.00	0	0.00	0	234.76	4
CONT1	Constable Service Fee Pct #1	17,360.00	198	0.00	0	(70.00)	1	17,290.00	199
COPIES	Certified Copies	2.00	1	0.00	0	0.00	0	2.00	1
CRFEEOVER	Criminal Overpayment Fee	96.00	1	0.00	0	0.00	0	96.00	1
CSSF	Child Safety School Fee (CCP 102.014(c))	25.00	1	0.00	0	0.00	0	25.00	1
DDF	Deferred Disposition Fee	1,004.00	11	0.00	0	0.00	0	1,004.00	11
DSC	Driver's Safety Course Fee (CCP 45.0511(f1))	7.90	1	0.00	0	0.00	0	7.90	1
IDF	Indigent Defense Fee (LGC 133.107)	11.09	7	0.00	0	0.00	0	11.09	7
JCTF	Justice Court Technology Fee (CCP 102.0173)	22.18	7	0.00	0	0.00	0	22.18	7
JFR	Jury Reimbursement Fee (CCP 102.0045)	22.18	7	0.00	0	0.00	0	22.18	7
JTP	Juvenile Truancy Program (CCP 102.0174)	27.73	7	0.00	0	0.00	0	27.73	7
JTPDC	Juvenile Truancy Prev/Diversion Due to County (CCP 102.015)	5.54	7	0.00	0	0.00	0	5.54	7

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Transaction Date: 05/01/2022 - 05/31/2022 Case Categories: Civil; Criminal; Family; Probate or Mental Health
Locations: JP1

Fee Code Summary									
Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
JTPDS	Juvenile Truancy Prev/Diversion Due to State (CCP 102.015)	5.54	7	0.00	0	0.00	0	5.54	7
JURY	Jury Fee	44.00	2	0.00	0	0.00	0	44.00	2
JUSFC	Judicial Support Fund - County (LGC 133.105)	3.33	7	0.00	0	0.00	0	3.33	7
JUSFS	Judicial Support Fund - State (LGC 133.105)	29.94	7	0.00	0	0.00	0	29.94	7
MISCOP	Miscellaneous Copy Fees	2.00	1	0.00	0	0.00	0	2.00	1
MVF	Moving Violation Fee (CCP 102.022)	0.27	4	0.00	0	0.00	0	0.27	4
SB41CDRF	County Dispute Resolution fund - LGC 135.157	1,645.00	329	0.00	0	(5.00)	1	1,640.00	330
SB41JCSF	Justice Court Support Fund	8,225.00	329	0.00	0	(25.00)	1	8,200.00	330
SB41LAF	Language Access Fund - LGC 135.155	987.00	329	0.00	0	(3.00)	1	984.00	330
SB41SCF	State Consolidated Fee	714.00	34	0.00	0	(21.00)	1	693.00	35
SFMCWV	State Fine - Motor Carrier Weight Violation	75.00	1	0.00	0	0.00	0	75.00	1
STF	State Traffic Fee (TC 542.4031)	110.92	3	0.00	0	0.00	0	110.92	3
STFS	State Traffic Fine Due To State (HB2048)	16.05	1	0.00	0	0.00	0	16.05	1
TPCC2	Time Payment Fee County 2.50	5.91	3	0.00	0	0.00	0	5.91	3
TPS	Time Payment Fee - State	29.55	3	0.00	0	0.00	0	29.55	3
UFA	Uniform Traffic Act (TC 542.403)	8.05	4	0.00	0	0.00	0	8.05	4
WEXEC	Writ of Execution	10.00	2	0.00	0	0.00	0	10.00	2
WPOSS	Writ of Possession	185.00	36	0.00	0	0.00	0	185.00	36
WSF1	JP1 - Writ Service Fee	5,850.00	38	0.00	0	0.00	0	5,850.00	38
Fee Code Summary Totals		Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
		55,189.30	1,911	0.00	0	(124.00)	5	55,065.30	1,916

Commissioners Court - Regular Session**12.****Meeting Date:** 06/28/2022

Attorney Engagement Letter - Deaton/Carter

Submitted By: Shannon Francis, Commissioners Court**Department:** Commissioners Court**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on the engagement of the law firm of Carter Arnett PLLC to represent Steve Deaton, a former employee of the Williamson County Sheriff's Office, in relation to Civil Action No. 1:21-cv-00374-RP; Gary Watsky v. Williamson County, Texas, et al.; In the United States District Court for the Western District of Texas, Austin Division; and exemption of these services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Texas Local Government Code § 262.024(a)(4).

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

engagement letter - deaton/carter

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Shannon Francis

Final Approval Date: 06/23/2022


Reviewed By

Becky Pruitt

Date

06/23/2022 11:40 AM

Started On: 06/23/2022 11:24 AM

	GENERAL COUNSEL WILLIAMSON COUNTY COMMISSIONERS COURT		
	710 MAIN STREET, SUITE 200 GEORGETOWN, TEXAS 78626		
	HAL C. HAWES General Counsel (512) 943-3862 hhawes@wilco.org	SHANNON C. FRANCIS Assistant General Counsel (512) 943-3865 sfrancis@wilco.org	STANLEY O. SPRINGERLEY Assistant General Counsel (512) 943-3878 sspringerley@wilco.org

May 9, 2022

Via Electronic Mail

(lcarter@carterarnett.com)

Mr. Steve Deaton
 c/o Mr. E. Leon Carter
 CARTER ARNETT PLLC
 8150 N. Central Expressway, Suite 500
 Dallas, Texas 75206-1860

Re: *Gary Watsky v. Williamson County, Texas, et al.*; Civil Action No. 1:21-cv-00374-RP; In the United States District Court for the Western District of Texas, Austin Division
 Germer No. 104999

Dear Mr. Deaton:

Williamson County's ("the County") insurance carrier, Travelers Insurance Company, has been providing you with a defense in the above matters. As the County has met its maximum coverage for the policy year these matters fall within, your defense will no longer be provided by Travelers. However, the County will continue to provide you with a defense, subject to the terms and conditions described below:

1. Travelers Insurance Company will no longer be defending you or the County in the above matters. As set forth below, Williamson County has agreed to provide you with a defense, and to cover your reasonable and necessary attorney fees in the above matters, subject to the limitations set forth herein. The County has also agreed that Mr. E. Leon Carter will continue to represent you in these matters, and his invoices relating to your representation will be presented to the County for payment as set forth below.
2. By signing below, your attorney agrees to submit his invoices to Williamson County's third-party administrator, Tristar Risk Management, each month, under the following rates and terms:
 - a. Rates:

i. Leon Carter	\$325/hr.
ii. Partner	\$275/hr.
iii. Associate	\$225/hr.
iv. Paralegal	\$130/hr.
 - b. Terms:
 - i. Your attorney will bill in increments of tenths of an hour.

- ii. Your attorney's invoices will be processed by the County's third-party administrator, Tristar Risk Management, and will also be subject to review by the Williamson County Commissioners Court.
 - iii. Your attorney will only invoice reasonable and related expenses that are in accordance with the Williamson County Vendor Reimbursement Policy. A copy of the current Vendor Reimbursement Policy is attached and may be updated from time to time.
3. Although the County does not anticipate withdrawing its defense of you in these matters, the County reserves its right to withdraw its defense of you at any time, at its sole discretion.
4. The County has not agreed to, and is not obligated to, indemnify you in these matters or pay any judgment against you in the event you are found liable in these matters.
5. You have the right to retain your own attorney, of your choosing, at your sole expense.

Please confirm your and your attorney's consent by signing in the space provided below and return a signed copy back to my office by electronic mail to sfrancis@wilco.org.

Thank you for your attention to this matter. Please do not hesitate to contact me with any questions.

Very truly yours,

/s/ Shannon C. Francis
Shannon C. Francis
Assistant General Counsel

AGREED TO BY:



Steve Deaton



E. Leon Carter, Esq.
Carter Arnett PLLC

5-15-22

Date

5-11-22

Date

Williamson County

Vendor Reimbursement Policy

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

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

1. Invoices and Affidavits

- 1.1 Invoices must adequately describe the goods or services provided to County and include all required backup (i.e. reimbursable expenses, mileage log, timesheets, receipts detailing expenses incurred etc.) that is in a form acceptable to the Williamson County Auditor. Invoices that do not adequately describe the goods or services provided to County or contain backup that is satisfactory to the Williamson County Auditor will be returned to vendor for revisions and the provision above relating to invoice errors resolved in favor of the County shall control as to the required actions of vendor and when such invoice must be paid by the County.
- 1.2 In the event an invoice includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to the County or whether they are the basis of invoices from subcontractors for which the vendor seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of the vendor certifying that the work was performed, it was authorized by the County and that all information contained in the invoice that is being submitted is true and correct.
- 1.3 Upon County’s request, vendor must submit all bills paid affidavits wherein vendor must swear and affirm that vendor has paid each of its subcontractors, laborers, suppliers and material in full for all labor and materials provided to vendor for or in connection with services and work performed for County and, further, vendor must swear and affirm that vendor is not aware of any unpaid bills, claims, demands, or causes of action by any of its subcontractors, laborers, suppliers, or material for or in connection with the furnishing of labor or materials, or both, for services and work performed for County.

2. Travel Reimbursement

- 2.1 The County will only cover costs associated with travel on vendors outside a 50 mile radius from Williamson County, Texas.
- 2.2 The County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel costs must be split in proportion to the amount of work actually performed for County and the other client. The only allowable travel expense will be for the specific days worked for Williamson County.
- 2.3 No advance payments will be made to vendor for travel expenditures. The travel expenditure may only be reimbursed after the expenditure/trip has already occurred and vendor has provided the Williamson County Auditor with all necessary and required backup.

- 2.4 Vendors must submit all travel reimbursement requests on each employee in full. Specifically, a travel reimbursement request must include all related travel reimbursement expenses relating to a particular trip for which vendor seeks reimbursement. Partial travel reimbursement requests will not be accepted (i.e. vendor should not submit hotel and mileage one month then the next month submit rental car and airfare). If the travel reimbursement appears incomplete, the invoice will be sent back to the vendor to be submitted when all information is ready to submit in full.
- 2.5 Reimbursement for transportation costs will be at the most reasonable means of transportation (i.e.: airline costs will be reimbursed for coach rate, rental car costs will only be reimbursed if rental car travel was most reasonable means of travel as compared to travel by air).
- 2.6 The County will not be responsible for, nor will the County reimburse additional charges due to personal preference or personal convenience of individual traveling.
- 2.7 The County will not reimburse airfare costs if airfare costs were higher than costs of mileage reimbursement.
- 2.8 Additional expenses associated with travel that is extended to save costs (i.e. Saturday night stay) may be reimbursed if costs of airfare would be less than the cost of additional expenses (lodging, meals, car rental, mileage) if the trip had not been extended. Documentation satisfactory to the Williamson County Auditor will be required to justify expenditure.
- 2.9 County will only reimburse travel expense to necessary personnel of the vendor (i.e. no spouse, friends or family members).
- 2.10 Except as otherwise set forth herein, a vendor must provide a paid receipt for all expenses. If a receipt cannot be obtained, a written sworn statement of the expense from the vendor may be substituted for the receipt.
- 2.11 Sales tax for meals and hotel stays are the only sales taxes that will be reimbursed. Sales tax on goods purchased will not be reimbursed. A sales tax exemption form is available from the Williamson County Auditor's Office upon request.
- 2.12 The County will not pay for any late charges on reimbursable items. It is the responsibility of the vendor to pay the invoice first and seek reimbursement from the County.

3. Meals

- 3.1 Meal reimbursements are limited to a maximum of \$50.00 per day on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of \$20.00 per day. The travel must be outside the Williamson County, Texas line by a 50 mile radius.
- 3.2 Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to 3.2). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.
- 3.3 Meals are reimbursable only for vendors who do not have the necessary personnel located within a 50 mile radius of Williamson County, Texas that are capable of carrying the vendor's obligations to County. Meals will not be reimbursed to vendors who are located within a 50 mile radius of Williamson County, Texas.
- 3.4 County will not reimburse for alcoholic beverages.
- 3.5 Tips are reimbursable but must be reasonable to limitation of meal allowance
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- 3.7 Meal reimbursement must be substantiated with a hotel receipt.

4. Lodging

- 4.1 Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt should include name of the motel/hotel, number of occupant(s), goods or services for each individual charge (room rental, food, tax, etc.) and the name of the occupant(s). Credit card receipts or any other form of receipt are not acceptable.
- 4.2 Vendors will be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available, the vendor must provide documentation to prove that a single room was not available in order to justify the expense over and above the single room rate. A vendor may also be required to provide additional documentation if a particular room rate appears to be excessive.
- 4.3 Personal telephone charges, whether local or long distance, will not be reimbursed.

5. Airfare

- 5.1 The County will only reimburse up to a coach price fare for air travel.
- 5.2 The County will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e. early bird check in, seat preference charges, airline upgrades, etc. will not be an allowable reimbursement)
- 5.3 Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.
- 5.4 Cancellation and/or change flight fees may be reimbursed by the County but vendor must provide the Williamson County Auditor with documentation in writing from a County department head providing authorization for the change.
- 5.5 The County will not reimburse vendor for tickets purchased with frequent flyer miles.

6. Car Rental

- 6.1 Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.
- 6.2 Cars rented must be economy or mid-size. Luxury vehicle rentals will not be reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.
- 6.3 Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.
- 6.4 Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.
- 6.5 Rental agreement and credit card receipt must be provided to County as back up for the request for reimbursement.
- 6.6 Insurance purchased when renting vehicle may also be reimbursed.
- 6.7 Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

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- 7.1 Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.
- 7.2 Per code of Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d), all expense reimbursement requests must include the following:
 - 7.2.1.1 Date
 - 7.2.1.2 Destination
 - 7.2.1.3 Purpose

- 7.2.1.4 Name of traveler(s)
- 7.2.1.5 Correspondence that verifies business purpose of the expense
- 7.3 The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.
- 7.4 Mileage will be reimbursed on the basis of the most commonly used route.
- 7.5 Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.
- 7.6 Reimbursement for mileage shall be prohibited between place of residence and usual place of work.
- 7.7 Mileage should be calculated from employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of Williamson County, Texas by at least a 50 mile radius.
- 7.8 When more than one person travels in same vehicle, only one person may claim mileage reimbursement.
- 7.9 Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).
- 7.10 Parking fees, if reasonable are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.
- 7.11 Operating and maintenance expenses as well as other personal expenses, such as parking tickets, traffic violations, and car repairs and collision damage are not reimbursable.

8. Other Expenses

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

9. Repayment of Nonreimbursable Expense.

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

10. Non-Reimbursable Expenses

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

- 10.1 Alcoholic beverages/tobacco products
- 10.2 Personal phone calls
- 10.3 Laundry service
- 10.4 Valet service (excludes hotel valet)
- 10.5 Movie rentals
- 10.6 Damage to personal items
- 10.7 Flowers/plants

- 10.8 Greeting cards
- 10.9 Fines and/or penalties
- 10.10 Entertainment, personal clothing, personal sundries and services
- 10.11 Transportation/mileage to places of entertainment or similar personal activities
- 10.12 Upgrades to airfare, hotel and/or car rental
- 10.13 Airport parking above the most affordable rate available
- 10.14 Excessive weight baggage fees or cost associated with more than two airline bags
- 10.15 Auto repairs
- 10.16 Babysitter fees, kennel costs, pet or house-sitting fees
- 10.17 Saunas, massages or exercise facilities
- 10.18 Credit card delinquency fees or service fees
- 10.19 Doctor bills, prescription and other medical services
- 10.20 Hand tools
- 10.21 Safety Equipment (hard hats, safety vests, etc.)
- 10.22 Office Supplies
- 10.23 Lifetime memberships to any association
- 10.24 Donations to other entities
- 10.25 Any items that could be construed as campaigning
- 10.26 Community outreach items exceeding \$2 per item
- 10.27 Technology Fees
- 10.28 Sales tax on goods purchased
- 10.29 Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

Commissioners Court - Regular Session**13.****Meeting Date:** 06/28/2022

Attorney Engagement Letter - Hernandez/Dyer

Submitted By: Shannon Francis, Commissioners Court**Department:** Commissioners Court**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on the engagement of the law firm of Martin, Disiere, Jefferson & Wisdom LLP to represent Lorenzo Hernandez, Jr., a former employee of the Williamson County Sheriff's Office, in relation to Civil Action No. 1:21-cv-00834-RP; Skylar Leal v. Williamson County, Texas, et al.; In the United States District Court for the Western District of Texas, Austin Division; and exemption of these services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Texas Local Government Code § 262.024(a)(4).

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

engagement letter - hernandez/dyer

engagement letter - hernandez/dyer

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Shannon Francis

Final Approval Date: 06/23/2022


Reviewed By

Becky Pruitt

Date

06/23/2022 11:52 AM

Started On: 06/23/2022 11:32 AM

	GENERAL COUNSEL WILLIAMSON COUNTY COMMISSIONERS COURT		
	710 MAIN STREET, SUITE 200 GEORGETOWN, TEXAS 78626		
	HAL C. HAWES General Counsel (512) 943-3862 hhawes@wilco.org	SHANNON C. FRANCIS Assistant General Counsel (512) 943-3865 sfrancis@wilco.org	STANLEY O. SPRINGERLEY Assistant General Counsel (512) 943-3878 sspringerley@wilco.org

June 1, 2022

Via Electronic Mail

(dyer@mdjwlaw.com)

Mr. Lorenzo Hernandez, Jr.
 c/o Mr. Mark J. Dyer
 MARTIN, DISIERE, JEFFERSON & WISDOM LLP
 9111 Cypress Waters Blvd., Ste. 250
 Coppell, Texas 75019-4799

Re: *Skylar Leal v. Williamson County, Texas and Lorenzo Hernandez, Jr.*; Civil Action No. 1:21-cv-00834-RP; In the United States District Court for the Western District of Texas, Austin Division
 Germer No. 106620

Dear Mr. Hernandez:

Williamson County's ("the County") insurance carrier, Travelers Insurance Company, has been providing you with a defense in the above matters. As the County has met its maximum coverage for the policy year these matters fall within, your defense will no longer be provided by Travelers. However, the County will continue to provide you with a defense, subject to the terms and conditions described below:

1. Travelers Insurance Company will no longer be defending you or the County in the above matters. As set forth below, Williamson County has agreed to provide you with a defense, and to cover your reasonable and necessary attorney fees in the above matters, subject to the limitations set forth herein. The County has also agreed that Mr. Mark J. Dyer will continue to represent you in these matters, and his invoices relating to your representation will be presented to the County for payment as set forth below.
2. By signing below, your attorney agrees to submit invoices to Williamson County's third-party administrator, Tristar Risk Management, each month, under the following rates and terms:
 - a. Rates:

i. Partner	\$250/hr.
ii. Associate	\$210/hr.
iii. Paralegal	\$125/hr.
 - b. Terms:
 - i. Your attorney will bill in increments of tenths of an hour.

- ii. Your attorney's invoices will be processed by the County's third-party administrator, Tristar Risk Management, and will also be subject to review by the Williamson County Commissioners Court.
 - iii. Your attorney will only invoice reasonable and related expenses that are in accordance with the Williamson County Vendor Reimbursement Policy. A copy of the current Vendor Reimbursement Policy is attached and may be updated from time to time.
3. Although the County does not anticipate withdrawing its defense of you in these matters, the County reserves its right to withdraw its defense of you at any time, at its sole discretion.
4. The County has not agreed to, and is not obligated to, indemnify you in these matters or pay any judgment against you in the event you are found liable in these matters.
5. You have the right to retain your own attorney, of your choosing, at your sole expense.

Please confirm your and your attorney's consent by signing in the space provided below and return a signed copy back to my office by electronic mail to sfrancis@wilco.org.

Thank you for your attention to this matter. Please do not hesitate to contact me with any questions.

Very truly yours,

/s/ Shannon C. Francis
Shannon C. Francis
Assistant General Counsel

AGREED TO BY:


Lorenzo Hernandez, Jr.

6/9/22
Date


Mark J. Dyer, Esq.
Martin, Disiere, Jefferson & Wisdom LLP

6-2-2022
Date

Williamson County

Vendor Reimbursement Policy

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

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

1. Invoices and Affidavits

- 1.1 Invoices must adequately describe the goods or services provided to County and include all required backup (i.e. reimbursable expenses, mileage log, timesheets, receipts detailing expenses incurred etc.) that is in a form acceptable to the Williamson County Auditor. Invoices that do not adequately describe the goods or services provided to County or contain backup that is satisfactory to the Williamson County Auditor will be returned to vendor for revisions and the provision above relating to invoice errors resolved in favor of the County shall control as to the required actions of vendor and when such invoice must be paid by the County.
- 1.2 In the event an invoice includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to the County or whether they are the basis of invoices from subcontractors for which the vendor seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of the vendor certifying that the work was performed, it was authorized by the County and that all information contained in the invoice that is being submitted is true and correct.
- 1.3 Upon County's request, vendor must submit all bills paid affidavits wherein vendor must swear and affirm that vendor has paid each of its subcontractors, laborers, suppliers and material in full for all labor and materials provided to vendor for or in connection with services and work performed for County and, further, vendor must swear and affirm that vendor is not aware of any unpaid bills, claims, demands, or causes of action by any of its subcontractors, laborers, suppliers, or material for or in connection with the furnishing of labor or materials, or both, for services and work performed for County.

2. Travel Reimbursement

- 2.1 The County will only cover costs associated with travel on vendors outside a 50 mile radius from Williamson County, Texas.
- 2.2 The County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel costs must be split in proportion to the amount of work actually performed for County and the other client. The only allowable travel expense will be for the specific days worked for Williamson County.
- 2.3 No advance payments will be made to vendor for travel expenditures. The travel expenditure may only be reimbursed after the expenditure/trip has already occurred and vendor has provided the Williamson County Auditor with all necessary and required backup.

- 2.4 Vendors must submit all travel reimbursement requests on each employee in full. Specifically, a travel reimbursement request must include all related travel reimbursement expenses relating to a particular trip for which vendor seeks reimbursement. Partial travel reimbursement requests will not be accepted (i.e. vendor should not submit hotel and mileage one month then the next month submit rental car and airfare). If the travel reimbursement appears incomplete, the invoice will be sent back to the vendor to be submitted when all information is ready to submit in full.
- 2.5 Reimbursement for transportation costs will be at the most reasonable means of transportation (i.e.: airline costs will be reimbursed for coach rate, rental car costs will only be reimbursed if rental car travel was most reasonable means of travel as compared to travel by air).
- 2.6 The County will not be responsible for, nor will the County reimburse additional charges due to personal preference or personal convenience of individual traveling.
- 2.7 The County will not reimburse airfare costs if airfare costs were higher than costs of mileage reimbursement.
- 2.8 Additional expenses associated with travel that is extended to save costs (i.e. Saturday night stay) may be reimbursed if costs of airfare would be less than the cost of additional expenses (lodging, meals, car rental, mileage) if the trip had not been extended. Documentation satisfactory to the Williamson County Auditor will be required to justify expenditure.
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- 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.
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- 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.
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	GENERAL COUNSEL WILLIAMSON COUNTY COMMISSIONERS COURT		
	710 MAIN STREET, SUITE 200 GEORGETOWN, TEXAS 78626		
	HAL C. HAWES General Counsel (512) 943-3862 hhawes@wilco.org	SHANNON C. FRANCIS Assistant General Counsel (512) 943-3865 sfrancis@wilco.org	STANLEY O. SPRINGERLEY Assistant General Counsel (512) 943-3878 sspringerley@wilco.org

June 1, 2022

Via Electronic Mail

(dyer@mdjwlaw.com)

Mr. Lorenzo Hernandez, Jr.
 c/o Mr. Mark J. Dyer
 MARTIN, DISIERE, JEFFERSON & WISDOM LLP
 9111 Cypress Waters Blvd., Ste. 250
 Coppell, Texas 75019-4799

Re: *Skylar Leal v. Williamson County, Texas and Lorenzo Hernandez, Jr.*; Civil Action No. 1:21-cv-00834-RP; In the United States District Court for the Western District of Texas, Austin Division
 Germer No. 106620

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 - i. Partner \$250/hr.
 - ii. Associate \$210/hr.
 - iii. Paralegal \$125/hr.
 - b. Terms:
 - i. Your attorney will bill in increments of tenths of an hour.

- ii. Your attorney's invoices will be processed by the County's third-party administrator, Tristar Risk Management, and will also be subject to review by the Williamson County Commissioners Court.
 - iii. Your attorney will only invoice reasonable and related expenses that are in accordance with the Williamson County Vendor Reimbursement Policy. A copy of the current Vendor Reimbursement Policy is attached and may be updated from time to time.
3. Although the County does not anticipate withdrawing its defense of you in these matters, the County reserves its right to withdraw its defense of you at any time, at its sole discretion.
4. The County has not agreed to, and is not obligated to, indemnify you in these matters or pay any judgment against you in the event you are found liable in these matters.
5. You have the right to retain your own attorney, of your choosing, at your sole expense.

Please confirm your and your attorney's consent by signing in the space provided below and return a signed copy back to my office by electronic mail to sfrancis@wilco.org.

Thank you for your attention to this matter. Please do not hesitate to contact me with any questions.

Very truly yours,

/s/ Shannon C. Francis
Shannon C. Francis
Assistant General Counsel

AGREED TO BY:


Lorenzo Hernandez, Jr.

6/9/22
Date


Mark J. Dyer, Esq.
Martin, Disiere, Jefferson & Wisdom LLP

6-2-2022
Date

Williamson County

Vendor Reimbursement Policy

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

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

1. Invoices and Affidavits

- 1.1 Invoices must adequately describe the goods or services provided to County and include all required backup (i.e. reimbursable expenses, mileage log, timesheets, receipts detailing expenses incurred etc.) that is in a form acceptable to the Williamson County Auditor. Invoices that do not adequately describe the goods or services provided to County or contain backup that is satisfactory to the Williamson County Auditor will be returned to vendor for revisions and the provision above relating to invoice errors resolved in favor of the County shall control as to the required actions of vendor and when such invoice must be paid by the County.
- 1.2 In the event an invoice includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to the County or whether they are the basis of invoices from subcontractors for which the vendor seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of the vendor certifying that the work was performed, it was authorized by the County and that all information contained in the invoice that is being submitted is true and correct.
- 1.3 Upon County's request, vendor must submit all bills paid affidavits wherein vendor must swear and affirm that vendor has paid each of its subcontractors, laborers, suppliers and material in full for all labor and materials provided to vendor for or in connection with services and work performed for County and, further, vendor must swear and affirm that vendor is not aware of any unpaid bills, claims, demands, or causes of action by any of its subcontractors, laborers, suppliers, or material for or in connection with the furnishing of labor or materials, or both, for services and work performed for County.

2. Travel Reimbursement

- 2.1 The County will only cover costs associated with travel on vendors outside a 50 mile radius from Williamson County, Texas.
- 2.2 The County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel costs must be split in proportion to the amount of work actually performed for County and the other client. The only allowable travel expense will be for the specific days worked for Williamson County.
- 2.3 No advance payments will be made to vendor for travel expenditures. The travel expenditure may only be reimbursed after the expenditure/trip has already occurred and vendor has provided the Williamson County Auditor with all necessary and required backup.

- 2.4 Vendors must submit all travel reimbursement requests on each employee in full. Specifically, a travel reimbursement request must include all related travel reimbursement expenses relating to a particular trip for which vendor seeks reimbursement. Partial travel reimbursement requests will not be accepted (i.e. vendor should not submit hotel and mileage one month then the next month submit rental car and airfare). If the travel reimbursement appears incomplete, the invoice will be sent back to the vendor to be submitted when all information is ready to submit in full.
- 2.5 Reimbursement for transportation costs will be at the most reasonable means of transportation (i.e.: airline costs will be reimbursed for coach rate, rental car costs will only be reimbursed if rental car travel was most reasonable means of travel as compared to travel by air).
- 2.6 The County will not be responsible for, nor will the County reimburse additional charges due to personal preference or personal convenience of individual traveling.
- 2.7 The County will not reimburse airfare costs if airfare costs were higher than costs of mileage reimbursement.
- 2.8 Additional expenses associated with travel that is extended to save costs (i.e. Saturday night stay) may be reimbursed if costs of airfare would be less than the cost of additional expenses (lodging, meals, car rental, mileage) if the trip had not been extended. Documentation satisfactory to the Williamson County Auditor will be required to justify expenditure.
- 2.9 County will only reimburse travel expense to necessary personnel of the vendor (i.e. no spouse, friends or family members).
- 2.10 Except as otherwise set forth herein, a vendor must provide a paid receipt for all expenses. If a receipt cannot be obtained, a written sworn statement of the expense from the vendor may be substituted for the receipt.
- 2.11 Sales tax for meals and hotel stays are the only sales taxes that will be reimbursed. Sales tax on goods purchased will not be reimbursed. A sales tax exemption form is available from the Williamson County Auditor's Office upon request.
- 2.12 The County will not pay for any late charges on reimbursable items. It is the responsibility of the vendor to pay the invoice first and seek reimbursement from the County.
- 3. Meals**
- 3.1 Meal reimbursements are limited to a maximum of \$50.00 per day on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of \$20.00 per day. The travel must be outside the Williamson County, Texas line by a 50 mile radius.
- 3.2 Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to 3.2). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.
- 3.3 Meals are reimbursable only for vendors who do not have the necessary personnel located within a 50 mile radius of Williamson County, Texas that are capable of carrying the vendor's obligations to County. Meals will not be reimbursed to vendors who are located within a 50 mile radius of Williamson County, Texas.
- 3.4 County will not reimburse for alcoholic beverages.
- 3.5 Tips are reimbursable but must be reasonable to limitation of meal allowance
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- 3.7 Meal reimbursement must be substantiated with a hotel receipt.

4. Lodging

- 4.1 Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt should include name of the motel/hotel, number of occupant(s), goods or services for each individual charge (room rental, food, tax, etc.) and the name of the occupant(s). Credit card receipts or any other form of receipt are not acceptable.
- 4.2 Vendors will be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available, the vendor must provide documentation to prove that a single room was not available in order to justify the expense over and above the single room rate. A vendor may also be required to provide additional documentation if a particular room rate appears to be excessive.
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- 5.3 Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.
- 5.4 Cancellation and/or change flight fees may be reimbursed by the County but vendor must provide the Williamson County Auditor with documentation in writing from a County department head providing authorization for the change.
- 5.5 The County will not reimburse vendor for tickets purchased with frequent flyer miles.

6. Car Rental

- 6.1 Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.
- 6.2 Cars rented must be economy or mid-size. Luxury vehicle rentals will not be reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.
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- 6.4 Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.
- 6.5 Rental agreement and credit card receipt must be provided to County as back up for the request for reimbursement.
- 6.6 Insurance purchased when renting vehicle may also be reimbursed.
- 6.7 Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

7. Personal Car Usage

- 7.1 Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.
- 7.2 Per code of Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d), all expense reimbursement requests must include the following:
 - 7.2.1.1 Date
 - 7.2.1.2 Destination
 - 7.2.1.3 Purpose

- 7.2.1.4 Name of traveler(s)
- 7.2.1.5 Correspondence that verifies business purpose of the expense
- 7.3 The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.
- 7.4 Mileage will be reimbursed on the basis of the most commonly used route.
- 7.5 Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.
- 7.6 Reimbursement for mileage shall be prohibited between place of residence and usual place of work.
- 7.7 Mileage should be calculated from employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of Williamson County, Texas by at least a 50 mile radius.
- 7.8 When more than one person travels in same vehicle, only one person may claim mileage reimbursement.
- 7.9 Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).
- 7.10 Parking fees, if reasonable are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.
- 7.11 Operating and maintenance expenses as well as other personal expenses, such as parking tickets, traffic violations, and car repairs and collision damage are not reimbursable.

8. Other Expenses

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

9. Repayment of Nonreimbursable Expense.

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

10. Non-Reimbursable Expenses

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

- 10.1 Alcoholic beverages/tobacco products
- 10.2 Personal phone calls
- 10.3 Laundry service
- 10.4 Valet service (excludes hotel valet)
- 10.5 Movie rentals
- 10.6 Damage to personal items
- 10.7 Flowers/plants

- 10.8 Greeting cards
- 10.9 Fines and/or penalties
- 10.10 Entertainment, personal clothing, personal sundries and services
- 10.11 Transportation/mileage to places of entertainment or similar personal activities
- 10.12 Upgrades to airfare, hotel and/or car rental
- 10.13 Airport parking above the most affordable rate available
- 10.14 Excessive weight baggage fees or cost associated with more than two airline bags
- 10.15 Auto repairs
- 10.16 Babysitter fees, kennel costs, pet or house-sitting fees
- 10.17 Saunas, massages or exercise facilities
- 10.18 Credit card delinquency fees or service fees
- 10.19 Doctor bills, prescription and other medical services
- 10.20 Hand tools
- 10.21 Safety Equipment (hard hats, safety vests, etc.)
- 10.22 Office Supplies
- 10.23 Lifetime memberships to any association
- 10.24 Donations to other entities
- 10.25 Any items that could be construed as campaigning
- 10.26 Community outreach items exceeding \$2 per item
- 10.27 Technology Fees
- 10.28 Sales tax on goods purchased
- 10.29 Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

Commissioners Court - Regular Session**14.****Meeting Date:** 06/28/2022

Attorney Engagement Letter - Chody/Montgomery

Submitted By: Shannon Francis, Commissioners Court**Department:** Commissioners Court**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on the engagement of the law firm of D. Randall Montgomery & Associates PLLC to represent Robert Chody, former Williamson County Sheriff, in relation to Civil Action No. 1:21-cv-00350-RP; Imani Nembhard v. Williamson County, Texas, et al.; In the United States District Court for the Western District of Texas, Austin Division and Civil Action No. 1:21-cv-00374-RP; Gary Watsky v. Williamson County, et al.; In the United States District Court for the Western District of Texas, Austin Division; and exemption of these services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Texas Local Government Code § 262.024(a)(4).

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

engagement letter - chody/montgomery

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Shannon Francis

Final Approval Date: 06/23/2022

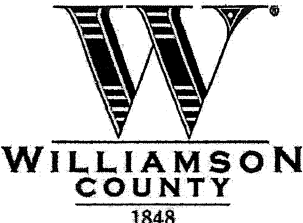
Reviewed By

Becky Pruitt

Date

06/23/2022 11:53 AM

Started On: 06/23/2022 11:45 AM

	GENERAL COUNSEL WILLIAMSON COUNTY COMMISSIONERS COURT		
	710 MAIN STREET, SUITE 200 GEORGETOWN, TEXAS 78626		
	HAL C. HAWES General Counsel (512) 943-3862 hhawes@wilco.org	SHANNON C. FRANCIS Assistant General Counsel (512) 943-3865 sfrancis@wilco.org	STANLEY O. SPRINGERLEY Assistant General Counsel (512) 943-3878 sspringerley@wilco.org

May 9, 2022

Via Electronic Mail

(Rmontgomery@drmlawyers.com)

Mr. Robert Chody
 c/o Mr. Randy Montgomery
 D. RANDALL MONTGOMERY & ASSOCIATES PLLC
 12400 Coit Road, Suite 560
 Dallas, Texas 75251

Re: *Imani Nembhard v. Williamson County, Texas, et al.*; Civil Action No. 1:21-cv-00350-RP;
 In the United States District Court for the Western District of Texas, Austin Division
 Germer No. 104966

Gary Watsky v. Williamson County, Texas, et al.; Civil Action No. 1:21-cv-00374-RP; In
 the United States District Court for the Western District of Texas, Austin Division
 Germer No. 104999

Dear Mr. Chody:

Williamson County's ("the County") insurance carrier, Travelers Insurance Company, has been providing you with a defense in the above matters. As the County has met its maximum coverage for the policy year these matters fall within, your defense will no longer be provided by Travelers. However, the County will continue to provide you with a defense, subject to the terms and conditions described below:

1. Travelers Insurance Company will no longer be defending you or the County in the above matters. As set forth below, Williamson County has agreed to provide you with a defense, and to cover your reasonable and necessary attorney fees in the above matters, subject to the limitations set forth herein. The County has also agreed that Mr. Randy Montgomery will continue to represent you in these matters, and his invoices relating to your representation will be presented to the County for payment as set forth below.
2. By signing below, your attorney agrees to submit his invoices to Williamson County's third-party administrator, Tristar Risk Management, each month, under the following rates and terms:
 - a. Rates:

i. Partner	\$145/hr;
ii. Associate	\$135/hr; and
iii. Paralegal	\$90/hr

b. Terms:

- i. Your attorney will bill in increments of tenths of an hour.
 - ii. Your attorney's invoices will be processed by the County's third-party administrator, Tristar Risk Management, and will also be subject to review by the Williamson County Commissioners Court.
 - iii. Your attorney will only invoice reasonable and related expenses that are in accordance with the Williamson County Vendor Reimbursement Policy. A copy of the current Vendor Reimbursement Policy is attached and may be updated from time to time.
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 5. You have the right to retain your own attorney, of your choosing, at your sole expense.

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Thank you for your attention to this matter. Please do not hesitate to contact me with any questions.


Very truly yours,

/s/ Shannon C. Francis

Shannon C. Francis

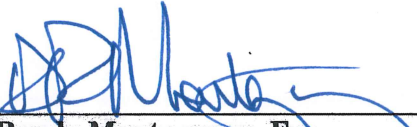
Assistant General Counsel

AGREED TO BY:



Robert Chody

5-13-22
Date



Randy Montgomery, Esq.
D. Randall Montgomery & Associates PLLC

6/21/22
Date

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.

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- 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.

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- 10.13 Airport parking above the most affordable rate available
- 10.14 Excessive weight baggage fees or cost associated with more than two airline bags
- 10.15 Auto repairs
- 10.16 Babysitter fees, kennel costs, pet or house-sitting fees
- 10.17 Saunas, massages or exercise facilities
- 10.18 Credit card delinquency fees or service fees
- 10.19 Doctor bills, prescription and other medical services
- 10.20 Hand tools
- 10.21 Safety Equipment (hard hats, safety vests, etc.)
- 10.22 Office Supplies
- 10.23 Lifetime memberships to any association
- 10.24 Donations to other entities
- 10.25 Any items that could be construed as campaigning
- 10.26 Community outreach items exceeding \$2 per item
- 10.27 Technology Fees
- 10.28 Sales tax on goods purchased
- 10.29 Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

Commissioners Court - Regular Session**15.****Meeting Date:** 06/28/2022

Purchasing Policy Update for Cooperative Purchases

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

Information**Agenda Item**

Discuss, consider and take appropriate action on updating the Williamson County Purchasing Policy as it pertains to Cooperative Purchasing.

Background

Recommended update to policy language attached.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Purchasing Policy Cooperative Purchases

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Joy Simonton

Final Approval Date: 06/20/2022

Reviewed By

Joy Simonton

Becky Pruitt

Date

06/20/2022 09:57 AM

06/20/2022 10:54 AM

Started On: 06/20/2022 09:41 AM

SECTION 7

COOPERATIVE AND INTERLOCAL PURCHASES

A. Explanation and Law

Texas statute authorizes local governments to participate in cooperative purchasing programs to increase efficiency in the purchasing process, generate cost savings through aggregated purchasing volume, and reduce administrative costs. The County participates in the purchasing programs of various local, state, and national purchasing cooperatives.

Although cooperative purchasing is recognized as a valuable tool for compliant government purchasing, it does not provide a customized contract or receive the specialized scrutiny that the solicitation process provides. Although cooperative purchasing is efficient it is sometimes not the best price that can be achieved. For this reason, cooperative purchase requests **under \$250,000** shall be processed according to Purchasing Policy.

Cooperative purchase requests **over \$250,000** shall receive extra analysis from the Purchasing Department as a measure to provide our required due diligence on larger expenditures. The Purchasing Department, as a result of this added analysis and at their discretion, **may** require a solicitation to be issued to fully source the market. The cooperative contract will always remain an option in this scenario.

B. Examples of Purchasing Cooperatives

- Texas Association of School Boards (BuyBoard)
- Houston Area Council of Governments (HGAC)
- National Cooperative Purchasing Alliance (NCPA)
- Purchasing Solutions Alliance (PSA)
- Omnia National (formerly TCPN)
- Sourcewell (formerly National Joint Powers Alliance - NJPA)
- Texas Interlocal Purchasing System/Texas-Arkansas Purchasing System (TIPS/TAPS)
- Purchasing Solutions Alliance (PSA)
- GoodBuy
- US Communities
- Choice Partners
- TxSmartBuy/TXMAS/TPASS
- Texas Department of Information Resources (DIR)
- General Services Administration (GSA)
- Tarrant County Cooperative Purchasing Program

The Interlocal Cooperation Act (Texas Government Code Chapter 791) allows local governments to contract with and between each other to provide governmental functions and services, and to join in contracting with others to provide goods and services through an interlocal or cooperative purchasing agreement. Each interlocal agreement must be approved by the Commissioners Court.

C. Interlocal agreements with various governmental agencies:

- Cities: Austin, Cedar Park, Ft. Worth, Georgetown, Leander, Round Rock
- Counties: Bastrop, Brazoria, Denton, Fort Bend, Hood, Montgomery, Tarrant, Tom Greene
- Other: Montgomery County Hospital District

Before requesting Commissioners Court approval of a Cooperative or Interlocal Agreement, ~~purchasing cooperatives~~ each organization or contract are is vetted by the Purchasing, Legal Department and Contract Audit to ensure they comply with the County's legal requirements as prescribed by Texas law.

DRAFT

Commissioners Court - Regular Session**16.****Meeting Date:** 06/28/2022

Junior League partnership with WCRAS

Submitted By: Misty Valenta, Animal Services**Department:** Animal Services**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on an agreement between Williamson County Regional Animal Shelter and Junior League of Austin.

Background

The Junior League of Austin would like to work with the Williamson County Regional Animal Shelter to help provide a safe haven, with compassionate and humane treatment, for the lost and unwanted pets.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Misty Valenta

Final Approval Date: 06/22/2022

Reviewed By

Becky Pruitt

Date

06/22/2022 12:53 PM

Started On: 06/22/2022 11:16 AM

Commissioners Court - Regular Session**17.****Meeting Date:** 06/28/2022

Approve Agreement for Handtevy Mobile Medication Management Software for Emergency Medical Services

Submitted For: Joy Simonton**Submitted By:** Gretchen Glenn, Purchasing**Department:** Purchasing**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider, and take appropriate action to approve Agreement with Pediatric Emergency Standard, Inc. for Handtevy Mobile Medication Management Software Access, in the amount of \$31,473.52 from the competitive bidding or proposal requirements established by Section 262.024 (a) (2) of the Texas Local Government Code, as an item necessary to preserve or protect the public health or safety of the residents, and authorizing the execution of the agreement.

Background

Williamson County Emergency Medical Services (EMS) is requesting to enter into an agreement with Pediatric Emergency Standards, Inc. for an initial term of three (3) years, beginning from date of award by Commissioners Court for their Handtevy Mobile Medication Management Software system. The platform is designed to give pediatric clinical teams rapid access to lifesaving dosing, equipment and drip information while documenting every critical action accurately. Total cost is \$31,473.52 with funding source 01-0100-0540-005741. Department point of contact is Mike Knipstein.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Agreement

Form Review**Inbox**

Purchasing (Originator)

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Gretchen Glenn

Final Approval Date: 06/23/2022

Reviewed By

Kerstin Hancock

Joy Simonton

Becky Pruitt

Date

06/22/2022 04:58 PM

06/23/2022 11:19 AM

06/23/2022 11:20 AM

Started On: 06/21/2022 02:02 PM



Quote

Company Info: Pediatric Emergency Standards, Inc.
11870 State Rd 84 Suite C5
Davie, FL 33325

Expiration Date: 6/18/2022
Quote Number: Q-03181

Phone: (954) 944-1114
FAX: (954) 653-3792

Account Name: Williamson County EMS
Account #: 100275

Client Contact:
Account Rep: Michael Gener

Bill To: Williamson County EMS
PO Box 873
Georgetown, Texas 78627

Ship To: 3189 Southeast Inner Loop
Georgetown, TX 78626

Product Code	Description	Quantity	List Price	Unit Price	Total
Annual Renewal Pre-Hospital	Handtevy Mobile (iOS, Android, Windows) Medication Management Software Access Clinical Team Support	0	\$3,182.70		\$-757.16
PCS22	Customization and Setup for Handtevy Mobile	1.000	\$1,395.00	\$1,395.00	\$1,395.00
PCA22	Annual access to Handtevy Mobile, Access to Medication Management Software, Unlimited Updates Included, Clinical and Technical support : covers service through 8/12/2022	1.000	\$9,095.00	\$2,163.70	\$2,163.70
PCA22	Annual access to Handtevy Mobile, Access to Medication Management Software, Unlimited Updates Included, Clinical and Technical support : covers service 8/13/2022 - 8/12/2023	1.000	\$9,095.00	\$9,095.00	<u>\$9,095.00</u> Total Due Now \$11,896.54
Annual Renewal w P&C	Annual access to Handtevy Mobile, Access to Medication Management Software, Unlimited Updates Included, Clinical and Technical support : covers service 8/13/2023 - 8/12/2024	1	\$9,549.75	\$9,549.75	\$9,549.75 Due - 8/13/2023
Annual Renewal w P&C	Annual access to Handtevy Mobile, Access to Medication Management Software, Unlimited Updates Included, Clinical and Technical support : covers service 8/13/2024 - 8/12/2025	1	\$10,027.23	\$10,027.23	\$10,027.23 Due - 8/13/2024

Subtotal \$31,473.52
Total Price \$31,473.52
Tax \$0.00
Shipping and Handling \$0.00
Total \$31,473.52

To place an order, please email or fax a copy of the signed Quote and Purchase Order to: Sales@Handtevy.com or (954) 653-3792.

PES requires execution of a Purchase Order for all sales above \$5,000 before applicable freight and taxes. The undersigned, on behalf of Customer, represents that he or she has the authority to sign this Quote and/or Purchase Order for Customer, that Customer is

bound hereby and agrees to the terms, conditions and pricing denoted. Taxes, shipping and handling fees are estimates only and are subject to change at the time of order. Customer may provide PES with a tax exemption certificate, if applicable.

It is our customers responsibility to provide the most up-to-date and accurate protocol set. Additional fees will apply in the event a protocol set was submitted in error once customization has been initiated.

<div><div></div><div>(Print Name)</div></div> <div><div></div><div>(Authorized Signature)</div></div>	<div><div></div><div>(Title)</div></div> <div><div></div><div>(Effective Date)</div></div>
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PEDIATRIC EMERGENCY STANDARDS, INC.

TERMS AND CONDITIONS

1. DEFINITIONS.

- a. "Agreement." The Quote, these Terms and Conditions, and the Purchase Order or the signed Quote and these Terms and Conditions shall constitute an agreement of the parties and be collectively referred to as the "Agreement."
- b. "Customer" shall be identified as such on the Quote.
- c. "Customer Data" means data entered by Customer relating to its patients that is entered into or transmitted through the PES Apps.
- d. "Customer Protocols" means the medical practices, protocols, and guidelines adopted or used by Customer for patient care, including all drug concentrations, drug dosages, equipment sizes, and other practices adopted by Customer, formally or informally, from time to time.
- e. "Customized" or "Customization" means changes to the PES Apps created by PES at Customer's request and for Customer's benefit in order for Customer to operate the PES Apps in a manner consistent with Customer's Protocols.
- f. "Customized Offerings" means the PES Offerings that have been approved by Customer after Customization.
- g. "Effective Date"
- h. "Initial Term"
- i. "PES" means Pediatric Emergency Standards, Inc.
- j. "PES Apps" means the software application(s) licensed by Customer pursuant to this Agreement as referenced on the Quote.
- k. "PES Materials" means any durable goods provided by PES to Customer as identified in the Quote.
- l. "PES Offerings." The PES Apps, the PES Materials, and the PES Services are sometimes collectively referred to as the "PES Offerings."
- m. "PES Services" means professional services provided by PES to Customer as identified in the Quote, which may include ~~Customization~~, education and training courses, and other support services.
- n. "Purchase Order" means a document signed by Customer evidencing acceptance of the Quote.
- o. "Quote" means an offer by PES to provide certain PES Offerings at a price and on terms set forth therein and in these Terms and Conditions. These Terms and Conditions are incorporated into the Quote.
- p. "Renewal Term"
- q. "SaaS" means software-as-a-service.
- r. "Subscription Start Date" means the date that is (i) thirty (30) days after the Effective Date, or (ii) such earlier date as agreed to in writing by PES and Customer.
- s. The "Term" shall begin on the Effective Date and continue until this Agreement is terminated or not renewed by either party in accordance with Section 7 below.
- t. "User" means any individual that is an employee of or is or works for a contractor of Customer and that uses PES Offerings, whether authorized by Customer to do so or not.

2. LICENSE.

- a. License Grant. Subject to the terms of this Agreement, beginning on the Effective Date and during the Term, PES grants Customer a personal, non-exclusive license to access and use the PES Offerings. With respect to PES Apps, such license shall be in object code form only.
- b. Customization. Clinical guidelines and related clinical content contained in the PES Offerings must be approved by Customer pursuant to the Customization process prior to use in connection with patient care. Between the Effective Date and the Subscription Start Date is a thirty (30) day grace period during which Customer shall complete the Customization process. Both PES and Customer will make reasonable efforts to ensure that Customer is "live" on the PES Apps as quickly as possible, however, in no event will the Subscription Start Date be modified for implementation delays due to Customer. Customer shall have an ongoing obligation to monitor and update the Customized Offerings to ensure consistency with Customer's Protocols, as Customer's Protocols may evolve over time. Customer shall submit a written request to PES for prompt revision and

updating of the Customized Offerings when Customer or its medical staff, employees and/or contractors make modifications to Customer's Protocols.

- c. Improvements. Customer agrees that any improvements or modifications to the PES Offerings shall belong to PES. Customer hereby grants, transfers and assigns (and agrees to grant, transfer and assign) to PES any and all of Customer's right, title and interest in and to such improvements or modifications. PES shall not be restricted in any manner in its use of any intellectual property created by it hereunder for Customer. The foregoing grant, transfer and assignment (and agreement to grant, transfer and assign) also applies to any enhancement or improvement recommended orally or in writing by Customer to PES.
- d. Exclusions. The foregoing license does not include the right to, and Customer has no right to: (i) decompile, reverse engineer, disassemble, print, copy or display the PES Offerings in whole or in part or otherwise reduce the PES Apps to a human perceivable form in whole or in part; (ii) publish, release, rent, lease, sublicense, loan, sell, distribute or transfer all or any portion of the PES Offerings to another person or entity; (iii) use or reproduce the PES Offerings for the use or benefit of anyone other than in connection with Customer's business enterprise; (iv) alter, modify or create derivative works of the PES Offerings in whole or in part; (v) use or permit the use of the PES Offerings for commercial time-sharing arrangements or providing service bureau, data processing, rental, or other services to any third party, or (vi) use the PES Offerings or any part or aspect thereof for any unlawful purpose or to mislead or harass anyone. Use of or access to the PES Offerings in violation of the terms hereof is strictly prohibited. The rights granted Customer hereunder do not constitute a sale of any PES Offerings. PES retains all right, title, and interest in and to the PES Offerings, including without limitation all software used to provide the PES Apps (and access via the SaaS), all graphics, user interfaces, logos and trademarks reproduced through the SaaS, and all goodwill associated with any of the foregoing, except to the limited extent of Customer's license during the Term as set forth herein. Customer's permission to access or use the PES Offerings may be limited or suspended immediately if, in PES's discretion, this Section or any other provision of this Agreement has been violated by Customer or any of its Users. Customer agrees that a violation of this Section will cause PES irreparable and immediate harm, and that PES is entitled to injunctive relief to prevent such violation. Customer recognizes that the PES Offerings are protected by copyright and other laws.

3. FEES.

- a. Fees. Throughout the Term, Customer shall pay PES the fees and other amounts (collectively, "Fees") for the PES Offerings as set forth in the Quote. Certain amounts set forth in the Quote, such as applicable taxes, duties, and shipping and handling fees for PES Materials, are estimates and may be subject to final pricing at the time of delivery. If applicable to Customer's business, Customer may provide PES with a tax exemption certificate.
- b. Payment. In the case of PES Apps, Fees shall be due in full on the Subscription Start Date and each anniversary thereof. In the case of courses, payment must be made IN FULL at least twenty-four (24) hours prior to the course start time. In all other cases, Fees are due within thirty (30) days of invoice.
- c. Suspension of Services. PES may suspend Customer's access to and use of the PES Offerings if Customer fails to timely remit payment or is otherwise in material default hereunder. Any notices of default/termination and suspension may be combined.
- d. Discounts. Items or services listed at no charge on a Quote are included as part of a package discount or a subscription offering. Customer is responsible for appropriately allocating the discount extended on package pricing when fulfilling any reporting obligations.
- e. Fee Increases for PES Apps. Fees for PES Apps may increase by up to five percent (5%) each year, in the sole discretion of PES. Customer will be notified of any Fee increase at least thirty (30) days prior to the end of the Initial Term or Renewal Term, as applicable.
- f. Fee Increases for PES Materials or PES Services. PES may institute Fee increases for PES Materials and/or PES Services without notice to its

customers. Any such Fee increases would not be retroactively applied.

- g. **Taxes and Fees.** Fees payable to PES are exclusive of all foreign, federal, state, and local taxes, including, without limitation, applicable sales, use, duty, customs, withholding, property, value-added, or similar sales-like taxes, tax-like charges, fees and liabilities, and credit card processing fees (but not including taxes based on PES's income) ("Taxes and Fees"), all of which shall be the responsibility of Customer. To the extent permitted by applicable law, Customer is responsible for and will remit (or will reimburse PES upon PES's request) such Taxes and Fees as may be paid by PES on Customer's behalf.
- h. **Appropriation of Funds.** If Customer is a city, county or other government entity, the parties agree that Customer may terminate the PES Apps and PES Services at the end of the Customer's fiscal term for a failure by Customer's governing body to appropriate sufficient funds to enable Customer to acquire the PES Apps and/or PES Services for the next fiscal year. Notwithstanding the foregoing, this provision shall not excuse Customer from past payment obligations or other Fees earned and unpaid as of the end of such Customer's fiscal term. Moreover, Customer agrees to provide PES with reasonable documentation evidencing such non-appropriation of funds.
- i. **Third Party Payer.** If a third party pays some or all Fees on behalf of Customer ("Third Party Payer"), the Third Party Payer must submit a Purchase Order directly. Customer shall immediately pay (and shall remain jointly and severally liable) for payment if the Third party Payer does not timely pay the Fees.
- j. **Late Fees.** In the event that any Fees are not paid within thirty (30) days of when due, such overdue amounts may, in the sole discretion of PES and to the extent permitted by applicable law, accrue interest until paid in full at a rate equal to the lesser of (i) one and one-half (1.5%) percent per month, or (ii) the maximum legal rate. Customer's payment will not waive or extend any obligation of Customer to make ongoing payments, as and when due.
- k. **Audit Rights.** PES may reasonably audit Customer's use of the PES Offerings and charge Customer a higher Fee if Customer's usage includes facilities, Users, patient populations, or services beyond the scope determined in development of the Quote.
- l. **Supplemental Quotes and Purchase Orders.** PES and Customer may execute and exchange additional or supplemental Quotes and/or Purchase Orders that will be subject to these Terms and Conditions and become part of this Agreement.

4. DELIVERY.

- a. **PES Apps.** PES shall provide Customer access to PES Apps through a reasonable system of electronic downloads. PES shall grant Customer access promptly following completion of the Customization process.
- b. **PES Materials.** Delivery dates for PES Materials are not guaranteed. In the absence of shipping instructions from Customer, PES will obtain shipping rates on the Customer's behalf and for Customer's account. Delivery shall be FOB PES, point of shipment, and title and risk of loss shall pass to the Customer once delivered to Customer's point of shipment. PES will not be liable for any loss or damage of any kind due to delays in delivery or non-delivery resulting from any cause including, but not limited to, acts of God, labor disputes, governmental authority or edict, war, civil unrest, terrorist acts, delays in manufacture, failure of Customer to obtain any required license or permit, or the inability of PES to obtain goods from its usual sources. Any such delay shall not be considered a breach of any obligation by PES, and the delivery dates shall be extended for the length of such delay.

5. SERVICE LEVEL AGREEMENT.

- a. **Hosting.** PES shall be responsible for hosting and managing PES Apps.
- b. **Service Level Agreement.** For each calendar month during the Term, PES shall use commercially reasonable efforts to ensure that the PES Apps accessed by Customer via SaaS will maintain a level of uptime equal to or better than ninety-nine percent (99%) (the "Service Level Agreement" or "SLA"). "Uptime" will be calculated using the following formula: Uptime = (T-TNF) x 100/T where "T" is the total number of hours that the PES App(s) is typically used per month (determined by multiplying the number of hours per day that the PES App(s) is typically used by the number of days per week that the PES App(s) is typically used, and multiplying the result by 4-5 weeks in a month), and "TNF" is the number of hours the PES App(s) or any component of the PES App(s) licensed by Customer under the applicable Purchase Order is not functional or otherwise unavailable

during the month for any reason other than Scheduled Downtime (as defined below) or as a result of the Permitted Exclusions (as defined below) (the hours calculated will only include those hours that the such PES Apps would typically be in use). If any material portion of the total functionality of the PES App(s) is unavailable for operational use, the PES App(s) will be considered down from the time that Customer notifies PES that a PES App(s) is non-functional and the time that such PES App(s) is serviced and made available for use. A minimum of ninety-nine percent (99%) performance is based on the network hardware being operational.

A PES App will be not considered down if the reason for the unavailability is a result of: (i) Scheduled Downtime or (ii) a Permitted Exclusion.

If the SLA is not met in any calendar month (other than as a result of Scheduled Downtime or a Permitted Exclusion), PES shall provide Customer, as its sole and exclusive remedy, a credit equal to two percent (2%) of the prorated monthly Fee for the month that the PES App(s) was unavailable (the "Prorated Monthly Fee"), plus an additional one percent (1%) of the Prorated Monthly Fee for each one percent (1%) that applicable Uptime is less than 99%, up to an aggregate maximum credit of six percent (6%) of the Prorated Monthly Fee. PES shall calculate Uptime and any service level downtime using its system logs and other records.

- c. **Scheduled Downtime.** If PES determines that it must intentionally interrupt the PES Apps or that there is a potential for the PES Apps to be interrupted to conduct system maintenance (collectively, "Scheduled Downtime"), PES will use good-faith efforts to notify Customer of such Scheduled Downtime at least forty-eight (48) hours in advance, and will use commercially reasonable efforts to ensure that Scheduled Downtime occurs during the hours of 12:00 a.m. to 6:00 a.m. Central Time.
- d. **Permitted Exclusions.** Notwithstanding any other provision of this Agreement to the contrary, performance issues resulting from any of the following shall be considered a "Permitted Exclusion" for purposes of the SLA: (i) any force majeure or other event caused by factors outside of PES's reasonable control; (ii) any actions or inactions of Customer or any third parties; (iii) any third party or Customer-provided network, hardware, device or equipment failure; or (iv) general Internet operations problems. PES shall only be responsible for hardware and software upon which its PES Apps are hosted and its internet service provider up to the point its internet service provider connects with the public internet. Customer-provided network hardware support (i.e. file servers, workstations, hubs, routers, etc.) is the responsibility of Customer.
- e. **Customer Must Request Service Credit.** To receive a credit pursuant to Section 5(b), Customer must notify PES by email or otherwise in writing of its request, with receipt confirmation, within thirty (30) days of service interruption.

6. CUSTOMER DATA/ PRIVACY.

- a. **Ownership and Use of Data.** Except as provided below, unless it receives Customer's prior written consent, PES shall not: (i) access, process, or otherwise use Customer Data; or (ii) intentionally grant any third party access to Customer Data, including without limitation, PES's other customers, except PES subcontractors that are subject to a reasonable nondisclosure agreement. As between PES and Customer, all Customer Data shall be owned by Customer. Notwithstanding the foregoing, PES may use and disclose Customer Data to fulfill its obligations under this Agreement or as required by applicable law or by proper legal or governmental authority. To the extent that it is not prohibited from doing so by law or the terms of such legal or governmental demand, PES shall give Customer prompt notice of any such legal or governmental demand and reasonably cooperate with Customer in any effort to seek a protective order or otherwise to contest such required disclosure, at Customer's expense.
- b. **Anonymized Data.** Notwithstanding any provision herein, PES may use, reproduce, license, or otherwise exploit Anonymized Data, provided that Anonymized Data does not contain and is not PHI (as defined in the Health Insurance Portability and Accountability Act or 1996 and its related regulations, as each may be amended). "Anonymized Data" means Customer Data with PHI and the names and addresses of Customer and its Users removed.

7. TERM; TERMINATION.

- a. **Renewal Upon Payment of Fees.** Thirty (30) days prior to each anniversary of the Subscription Start Date, PES shall invoice Customer for Fees for the next twelve (12) month period. Payment of such Fees by Customer shall constitute a renewal of this Agreement for an additional twelve (12) month Renewal Term, during which time this Agreement may only be terminated

- either (i) by mutual agreement of the parties, or (ii) for Cause pursuant to Section 7(c) below.
- b. **Non-Renewal.** Customer may elect not to pay Fees for a Renewal Term, in which event this Agreement and Customer's access to the PES Apps shall terminate at the end of the Initial Term or Renewal Term then in effect. PES may elect not to renew this Agreement for a Renewal Term by providing Customer with at least thirty (30) days advance written notice, in which event this Agreement and Customer's access to the PES Apps shall terminate at the end of the Initial Term or Renewal Term then in effect.
 - c. **Termination for Cause.** Either party may terminate this Agreement, and Customer's use of the PES Offerings, for "Cause" in the event that:
 - i. Either party breaches a material provision of this Agreement (which shall include non-payment of Fees) and such breach is not cured within 30 days after written notice is provided to the breaching party. Customer's access to the PES Offerings may be suspended during the 30-day cure period if the breach would cause potential damage to PES or otherwise renders Customer's continued use thereof unsafe;
 - ii. Either party files a petition in bankruptcy, whether voluntary or involuntary, or an assignment for the benefit of creditors, in which event termination shall be effective immediately; or
 - iii. Customer breaches or threatens to breach any of the provisions of: (A) Section 2(d) with respect to exclusions to Customer's license hereunder; or (B) Section 10 regarding confidentiality. Termination pursuant to this Section 7(c)(iii) shall be immediate upon written notice by PES.
 - d. **Purchase Order Cancellation or Change.** After the Effective Date, Purchase Orders may not be cancelled, changed, suspended or deferred without the express, written consent of PES. Customer agrees to pay all Fees and costs associated with any cancellation, change, suspension or deferral of a Purchase Order including, without limitation, for PES's Customization work and PES's efforts to mitigate damages. If PES agrees to allow cancellation of a Purchase Order, then this Agreement shall terminate as of the date of such mutual agreement, otherwise, this Agreement and Customer's obligation to pay Fees shall continue for the remainder of the Term.
 - e. **Returns.** PES Materials may be returned for a refund within thirty (30) days of the delivery date; provided, that returned PES Materials will not be accepted if they have been used or are not in good condition. Customized PES Offerings are non-refundable. If accepted, returned PES Materials are subject to a fifteen percent (15%) restocking fee. Return shipping fees are Customer's responsibility. If Customer desires to return PES Materials, Customer must first call PES Customer Service at 866.867.3192 and obtain a Return Goods Authorization Number (RGA#). Customer must then repackage PES Materials and mail them to Pediatric Emergency Standards, Inc., 11870 State Road 84, Suite C5, Davie, Florida 33325. PES Materials that are returned without prior authorization will be refused, and the carrier will charge Customer freight in both directions. If PES accepts returned items and issues a refund pursuant to this Section, then this Agreement shall terminate as of such refund date.
 - f. **Effect of Termination.** Upon any termination of this Agreement pursuant to this Section 7, Customer's license to use and access to the PES Offerings will immediately cease and all Fees due hereunder shall be immediately due and payable; provided, however, that, in the event Customer terminates this Agreement pursuant to Section 7(c)(i) as a result of an uncured breach by PES or pursuant to Section 7(c)(ii) in the event PES files a petition in bankruptcy or makes an assignment for the benefit of creditors, then Customer shall be relieved of any further obligation to pay Fees and PES shall refund to Customer prorated Fees already paid by Customer for the remainder of the Term. The applicability of certain provisions in this Agreement shall survive termination as set forth in Section 18(e) below.
- 8. SERVICE AND REPAIRS.** Updates to the PES Apps shall be made available to Customer at no additional charge. All service and/or repairs are performed wholly or in part at the discretion of PES. PES Materials damaged in delivery will be replaced at no cost to the Customer. Damage caused by wear and tear, abuse or accident is at the expense of Customer. The remedies provided herein are exclusive.
- 9. DISCLAIMERS.**
- a. **Disclaimer of Warranties.** EXCEPT AS PROVIDED HEREIN, THE PES OFFERINGS ARE PROVIDED ON AN "AS IS" BASIS, AND PES EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES RELATED THERETO, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, AND OTHERWISE.
 - b. **Disclaimers regarding Technology.** Customer acknowledges that accessing data online involves risks of unavailability of information and Customer assumes such risks. Customer has sole responsibility for obtaining, maintaining and securing its connections to the Internet. PES makes no representations to Customer regarding the reliability, performance or security of any network or provider. PES cannot control the flow of data to or from its network and other portions of the internet as such flow depends, in large part, on the performance of internet service providers or third parties. At times, actions or inactions of such third parties may impair or disrupt Customer's connections to the internet (or portions thereof). Accordingly, PES disclaims any and all liability resulting from or related in any way to any unavailability of a PES App, including as a result of Scheduled Downtime or a Permitted Exclusion, and Customer acknowledges that its sole remedies in any such event are as set forth in Section 5(b). For these reasons, Customer further agrees to instruct its Users and all medical personnel to have hard copies of Customer's Protocols and the PES Materials or other backup options immediately available at all times in case access to the PES Apps is interrupted or otherwise becomes unavailable.
 - c. **Disclaimers regarding Clinical Content.**
 - i. PES makes no representations or warranties with respect to the clinical content contained in the PES Offerings and in the Customized Offerings approved by Customer.
 - ii. Clinical guidelines and related clinical content contained in the PES Offerings must be approved by Customer pursuant to the Customization process prior to use in connection with patient care. Customer shall have an ongoing obligation to monitor and update the Customized Offerings to ensure consistency with Customer's Protocols, as Customer's Protocols may evolve over time. Customer shall submit a written request to PES for prompt revision and updating of the Customized Offerings when Customer or its medical staff, employees and/or contractors make modifications to Customer's Protocols.
 - iii. Customer hereby acknowledges that the Customized Offerings are not a substitute for the judgment of licensed medical professionals. The Customized Offerings are tools that may assist medical professionals in the delivery of care to patients. All medical judgments are reserved to licensed clinicians. Failure to render care consistent with recognized standards of care may result in injury to the patient.
 - iv. Customer must determine for itself whether the PES Offerings will meet its needs, and PES makes no representations or warranties in that regard.
- 10. CONFIDENTIALITY.**
- a. **Confidential Information.** For purposes of this Agreement, the term "Confidential Information" means: (i) any non-public information of PES or Customer including, without limitation, information regarding the PES Offerings, information relating to current and planned products and services of PES and its technology, techniques, know-how, research, engineering, designs, finances, accounts, procurement requirements, manufacturing, customer lists, business forecasts and marketing plans; (ii) PES's security controls, policies, procedures, audits, or other information concerning PES's internal security posture; (iii) patient information obtained by Customer; (iv) any other information of a party that is disclosed in writing and is conspicuously designated as "Confidential" at the time of disclosure or that is disclosed orally and is identified as "Confidential" at the time of disclosure; and (v) this Agreement, including the Quote. Notwithstanding the foregoing, Confidential Information does not include information that: (A) is in the other party's possession at the time of disclosure; (B) is independently developed without use of or reference to Confidential Information; (C) becomes known publicly, before or after disclosure, other than as a result of a party's improper action or inaction; (D) is approved for release in writing by the disclosing party; or (E) is required to be disclosed by law.
 - b. **Nondisclosure.** The parties shall not use Confidential Information for any purpose other than to fulfill their respective obligations under this Agreement. Each party: (i) shall ensure that its employees or contractors are bound by confidentiality obligations no less restrictive than those contained herein; and (ii) shall not disclose Confidential Information to any third party without prior written consent from the disclosing party. Without

limiting the generality of the foregoing, the receiving party shall protect Confidential Information with the same degree of care it uses to protect its own confidential information of similar nature and importance, but with no less than reasonable care. A receiving party shall promptly notify the disclosing party of any misuse or misappropriation of Confidential Information of which it becomes aware.

- c. Injunction. Customer agrees that breach of this Section would cause PES irreparable injury, for which monetary damages would not provide adequate compensation. In such instance, PES will be entitled to injunctive relief against such breach or threatened breach, without PES proving actual damages or posting a bond or other security, provided that if a judge determines that a bond is required, the parties agree that One Thousand Dollars (\$1,000) shall be a reasonable bond.
- d. Open Records Laws and other Disclosure Requests. PES acknowledges that Customer may be required to disclose certain Confidential Information if mandated by court order or, in the case of a Customer that is a governmental entity, pursuant to applicable open records laws or lawful public records requests. At such time as Customer becomes aware that it may be required to disclose Confidential Information, it agrees to (i) provide PES with prompt written notice in order to allow PES to protect its Confidential Information, object to the disclosure, and/or to seek a protective order, and (ii) cooperate with PES in such efforts. In addition to the obligations of this Section with respect to Confidential Information generally, Customer agrees to provide additional protection to PES source code information pursuant to Section 10(e) below.
- e. Source Code. THE SOURCE CODE FOR THE PES APPS SHALL BE CONSIDERED HIGHLY CONFIDENTIAL INFORMATION UNDER THIS AGREEMENT AND MAY NOT, UNDER ANY CIRCUMSTANCE, BE DISCLOSED BY CUSTOMER TO ANY THIRD PARTY EXCEPT PURSUANT TO A VALID COURT ORDER.
- f. Return of Confidential Information. Immediately upon termination of this Agreement or upon request, each party agrees to promptly return all Confidential Information and copies thereof belonging to the other party. If Customer is a governmental entity and required to retain certain Confidential Information after termination of this Agreement, then Customer shall retain only that portion of the Confidential Information that it is strictly required to retain under applicable law, return all other information to PES, and execute a reasonable non-disclosure agreement in connection with the retained Confidential Information.

11. INFRINGEMENT.

- a. IP Infringement. PES shall defend and indemnify Customer from any damages, costs, liabilities, expenses (including reasonable and actual attorney's fees) actually incurred or finally adjudicated as to any third party claim or action alleging that the PES Apps infringe or misappropriate any third party's patent, copyright, trade secret or other intellectual property rights enforceable in the applicable jurisdiction (each a "Claim").
- b. IP Remedies. If any PES Offering becomes, or in PES's opinion is likely to become, the subject of an infringement or misappropriation claim, PES may, at its option and expense, either (i) procure for Customer the right to continue using such PES Offering; (ii) replace or modify the PES Offering so that it becomes non-infringing; or (iii) terminate Customer's right to use the PES Offering and issue Customer a refund for any Fees for periods after such termination. Notwithstanding the foregoing, PES will have no obligation or otherwise with respect to any infringement or misappropriation claim based upon: (A) any use of the PES Apps not in accordance with this Agreement or for purposes not intended by PES; (B) any use of the PES Offerings in combination with other products, equipment, software, or data not supplied or authorized by PES, (C) any use of any release of the PES Apps other than the most current release made available to Customer at no additional charge; or (D) any modification of a PES Offering made by any person other than PES or an authorized representative or agent thereof. In any such case Customer will defend PES from any such claim against PES.
- c. Sole IP Liability. This Section is PES's sole obligation and liability, and Customer's sole remedy, for potential or actual intellectual property infringement relating to the PES Offerings.
- d. Procedures. The party seeking indemnification (the "Indemnified Party") must give prompt written notice of such Claim to the other party (the "Indemnifying Party"), accompanied by copies of any written documentation regarding the Claim received by the Indemnified Party. The Indemnifying Party shall compromise or defend, at its own expense and with its own counsel, any such Claim. The Indemnified Party will have the

right, at its option, to participate in the settlement or defense of any such Claim, with its own counsel and at its own expense; provided, however, that the Indemnifying Party will have the right to control such settlement or defense. The Indemnifying Party will not enter into any settlement that imposes any liability or obligation on the Indemnified Party without the Indemnified Party's prior written consent. The parties will cooperate in any settlement or defense and give each other full access to all relevant information, at the Indemnifying Party's expense.

- 12. **GOVERNMENT REGULATIONS**. Each party agrees to comply with all applicable import, export and anti-corruption statutes and regulations of the United States in connection with the manufacture, sale and distribution of the PES Offerings including, without limitation, the Foreign Corrupt Practices Act. Each party agrees to indemnify and hold harmless the other from all claims, demands, damages, costs, fines, penalties, attorneys' fees and all other expenses arising from a party's failure to comply with this Section and/or applicable laws, rules and/or regulations governing the PES Offerings.

13. LIMITATION OF LIABILITY.

- a. LIMITATION OF DAMAGES. UNDER NO CIRCUMSTANCES SHALL PES OR CUSTOMER BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES, INCLUDING CLAIMS FOR DAMAGES FOR LOST PROFITS, GOODWILL, USE OF MONEY, INTERRUPTED OR IMPAIRED USE OF THE PES OFFERINGS, AVAILABILITY OF DATA, STOPPAGE OF WORK, OR IMPAIRMENT OF OTHER ASSETS.
- b. LIMITATION OF LIABILITY. PES'S MAXIMUM LIABILITY FOR ALL CLAIMS OF LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED FIVE (5) TIMES THE FEES PAID BY OR ON BEHALF OF CUSTOMER IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE APPLICABLE CLAIM.
- c. Insurance. Each party shall be responsible to carry insurance in appropriate amounts to cover the activities conducted by it under this Agreement. Upon written request, PES agrees to provide Customer with evidence of its insurance coverages.

14. DISPUTE RESOLUTION.

- a. Limitation of Action. Except for claims arising from Customer's non-payment or underpayment of amounts owed to PES, any and all claims arising out of or related to this Agreement shall be barred, unless instituted either (i) within two (2) years from the date that the complaining party knew or should have known of the facts giving rise to a claim, or (ii) the applicable Florida statute of limitations, whichever is shorter.
- b. Governing Law. This Agreement and any claim or controversy arising hereunder (whether in contract, tort, or otherwise, including statutory, consumer protection, or common law) shall be governed by the laws of the State of Florida, without regard to conflicts of law. The UN Convention for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply. In any dispute, each party will bear its own attorneys' fees and costs.
- c. Mediation. In the event of any dispute, claim or disagreement arising out of or relating to this Agreement, the parties shall first submit the dispute, claim or disagreement to non-binding mediation administered by the American Arbitration Association (the "AAA") in accordance with its Commercial Mediation Procedures. The place of mediation shall be Fort Lauderdale, Broward County, Florida. The mediation shall be conducted by one (1) mediator selected in accordance with AAA rules, unless the parties otherwise mutually agree to a panel of three (3) mediators.
- d. Binding Arbitration. If the dispute, claim or disagreement is not resolved within sixty (60) days after the initial mediation meeting, then either party may submit the dispute, claim or disagreement to binding arbitration administered by the AAA in accordance with the provisions of its Commercial Arbitration Rules and, except as provided in Section 14(e) below, such arbitration shall be the sole means of dispute resolution. The place of arbitration shall be Fort Lauderdale, Broward County, Florida. The arbitration shall be conducted by one (1) arbitrator selected in accordance with the AAA rules, unless the parties otherwise mutually agree to a panel of three (3) arbitrators.
- e. Injunction. Notwithstanding anything in this Agreement to the contrary, each party shall be entitled to seek injunctive or other equitable relief without first submitting the matter to mediation or arbitration in accordance

with the provisions of this Section 14, even if a similar or related matter has already been referred to mediation or arbitration in accordance with the terms of this Section 14. Venue for any action permitted to be brought in court under this Section shall be the appropriate state and federal courts located in Fort Lauderdale, Broward County, Florida.

- g. Signatures. Electronic signatures on any portion of this Agreement (or copies of signatures sent via electronic means) are the equivalent of handwritten signatures and are fully enforceable.

15. **SEVERABILITY**. If a provision of this Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect.

16. **NOTICE**. Notices provided under this Agreement must be in writing and delivered to PES's or Customer's principal place of business as forth in the Purchase Order and/or Quote by: (a) certified mail, return receipt requested; (b) hand delivery; (c) e-mail with a confirmed read receipt; or (d) reputable overnight carrier service. In the case of delivery by e-mail, the notice must be followed by a copy of the notice being delivered by a means provided in (a), (b) or (d). The notice will be deemed given on the day the notice is received by the party receiving such notice.

17. **DESIGN CHANGES**. Except as otherwise agreed expressly in writing, PES may at any time furnish improvements to a product's design and/or construction. PES may also furnish suitable substitutes for materials that are unobtainable because of priorities or regulations established by governmental authorities or the non-availability of products from suppliers.

18. **MISCELLANEOUS**.

a. Merger Clause. In entering into this Agreement, neither party is relying upon any representations or statements of the other that are not fully expressed herein or therein; rather each party is relying on its own judgment and due diligence and expressly disclaims reliance upon any representations or statement not expressly set forth in this Agreement. In the event Customer issues User instructions, internal memoranda, or any other document addressing any of the PES Offerings, it is hereby specifically agreed and understood that such writing is for the Customer's internal purposes only, and that any terms, provisions, and conditions contained therein shall in no way modify this Agreement.

b. Assignment & Successors. Neither party may assign, subcontract, delegate or otherwise transfer this Agreement or any of its rights or obligations hereunder, nor may it contract with third parties to perform any of its obligations hereunder except as contemplated in this Agreement, without the other party's prior written consent, except that either party may, without the prior consent of the other, assign all its rights under this Agreement to (i) a purchaser of all or substantially all of its assets, or (ii) a third party participating in a merger, acquisition, sale of assets or other corporate reorganization in which either party is participating (collectively, a "Change in Control"); provided however, that the non-assigning party is given notice of the Change in Control and the assignee is not a competitor of the non-assigning party hereunder.

c. Force Majeure. No delay, failure, or default, other than a failure to pay Fees when due, will constitute a breach of this Agreement to the extent caused by acts of war, terrorism, hurricanes, earthquakes, other acts of God or of nature, strikes or other labor disputes, riots or other acts of civil disorder, embargoes, or other causes beyond the performing party's reasonable control (collectively, "Force Majeure"). In such event, however, the delayed party must promptly provide the other party notice of the Force Majeure. The delayed party's time for performance will be excused for the duration of the Force Majeure, but if the Force Majeure event lasts longer than thirty (30) days, the other party may immediately terminate any unfulfilled Purchase Order.

d. Waiver & Breach. Neither party will be deemed to have waived any of its rights under this Agreement, unless it is an explicit written waiver made by an authorized representative. No waiver of a breach will constitute a waiver of any other breach.

e. Survival of Terms. Unless otherwise stated, all of PES's and Customer's respective obligations, representations and warranties under this Agreement which are not, by the express their terms, fully to be performed during the Term shall survive the termination of this Agreement. Without limiting the foregoing, the provisions of Terms and Conditions Sections 2(d), 6, 9, 10, 13, and 14 shall survive any termination of this Agreement.

f. Authority. An individual executing or delivering a Quote or a Purchase Order hereunder acknowledges that he or she has the authority to act on behalf of the Customer or PES, as the case may be, and bind such party to the terms hereof.

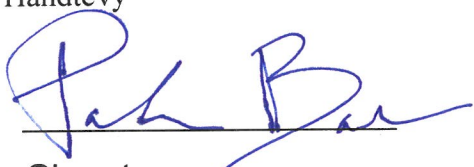
Addendum A

- No Waiver of Sovereign Immunity or Powers: Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity or powers of Customer, the Williamson County Commissioners Court, or the Williamson County Judge.
- Texas Law Applicable to Indemnification: All indemnifications or limitations of liability or statutes of limitations shall be to the extent authorized under Texas law and shall follow Texas law without modifying the Customer's rights.
- Termination for Convenience: This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving ninety (90) days written notice thereof. In the event of termination, Customer will only be liable for its pro rata share of services rendered and goods actually received.
- Texas Prompt Payment Act Compliance: Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date Customer receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by Customer in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Customer's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.
- 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: PES agrees that Customer or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of PES which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. PES agrees that Customer shall have access during normal working hours to all necessary PES facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Customer shall give PES reasonable advance notice of intended audits.

Pediatric Emergency Standards, Inc., DBA
Handtevy

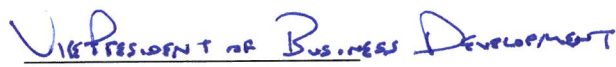
Williamson County EMS


Signature

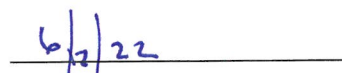
Signature


Name

Name


Title

Title


Date

Date

Commissioners Court - Regular Session**18.****Meeting Date:** 06/28/2022

Approve Purchase of Thirty (30) Body Cameras for From GTS Technology Solutions, Inc. 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 thirty (30) body worn cameras, licenses, and accessories from GTS Technology Solutions, Inc. in the amount of \$52,216.32, pursuant to DIR cooperative contract #DIR-TSO-4025.

Background

Approval of this item will support IT operations. This is a planned, scheduled replacement for existing users of body cameras. Purchase includes 30 cameras, licenses, damage coverage and other accessories. Quote is attached. This purchase has been reviewed by IT, legal, contract audit, and budget. This expenditure will be charged to FY22 01.0100.0503.003010. Department contact is Richard Semple.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Quote

Form Review**Inbox**

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Erica Smith
Final Approval Date: 06/23/2022

Reviewed By

Joy Simonton
Becky Pruitt

Date

06/23/2022 08:10 AM
06/23/2022 08:35 AM
Started On: 06/21/2022 08:42 AM



GTS Technology Solutions, Inc.
 9211 Waterford Centre Blvd
 Suite 275
 Austin, TX, 78758
 Phone: (512) 452-0651

Quote

Quote #: [REDACTED]
 Date: 6/17/2022
 Delivery Date:
 Expire Date: 7/14/2022
 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	WV-BWC4000: I-PRO AMERICAS INC. : BWC4000 CAMERA ONLY (INCLUDES KLIK FAST MOUNTING STUD)	DIR-TSO-4025	30.00	EACH	\$852.12	\$25,563.60
2	ARB-BWC4-8DOCK-P: PANASONIC I-PRO SENSING SOLUTIONS CORPORATION OF AMERICA : BWC4000 8 BAY DOCK W/100W AC ADAPTER	DIR-TSO-4025	3.00	EACH	\$1,544.04	\$4,632.12
3	ARB-BWC3MNT-MAG: PANASONIC : KF MAGNET MOUNT DOCK KIT FOR IMPERIAL (3/4inch X 1/4inch) INCLUDES 1 X FRONT, 1 X REAR, 8 X CAPS	DIR-TSO-4025	30.00	EACH	\$40.21	\$1,206.30
4	ARB-BWC4-BATTERY: PANASONIC I-PRO SENSING SOLUTIONS CORPORATION OF AMERICA : BWC4000 REPLACEABLE BATTERY	DIR-TSO-4025	30.00	EACH	\$172.34	\$5,170.20
5	IPS-BWC-UDE-OP3: I-PRO AMERICAS INC. : i-PRO BWC UDE ON-PREMISE DEVICE LICENSE FOR 3 YEARS, INCL. DEVICE MANAGEMENT, LIVE STREAMING AND REDACTION. SERVICE ENTITLEMENTS: BWC INITIAL CONFIGURATION, 24X7 HELP DESK, SOFTWARE MAINTENANCE AND SUPPORT.	DIR-TSO-4025	30.00	EACH	\$344.66	\$10,339.80
6	IPS-BWC4-WTY-3Y: I-PRO AMERICAS INC. : I-PRO BWC4000 CAMERA 3-YEAR ACCIDENTAL DAMAGE COVERAGE WITH ADVANCED REPLACEMENT FOR CAMERA BODY ONLY.	DIR-TSO-4025	30.00	EACH	\$120.63	\$3,618.90
7	ARB-BWC4-8CHARGE: BWC4000 8 BAY BATTERY CHARGER ONLY W/O AC ADAPTER	DIR-TSO-4025	3.00	EACH	\$561.80	\$1,685.40

Total Weight (EACH):	0	Sales Total:	\$52,216.32
Total Volume (EACH):	0	Freight & Misc.:	\$0.00
<i>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.</i>		Tax Total:	\$0.00
		Total (USD):	\$52,216.32

Commissioners Court - Regular Session**19.****Meeting Date:** 06/28/2022

Award of IFB #22IFB97 Medical Supplies for Williamson County Jail to B&E Medical Supply and Equipment and to Maxari, LLC for Sheriff's Office/Jail

Submitted For: Joy Simonton**Submitted By:** Mary Watson, Purchasing**Department:** Purchasing**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on awarding IFB #22IFB97 Medical Supplies for Williamson County Jail, split on a per item basis, to two (2) responsive bidders, B&E Medical Supply and Equipment and to Maxari Energy, LLC.

Background

Award of this solicitation will support the operations of the Williamson County Jail for ordering medical supplies. One hundred twenty-seven (127) suppliers viewed the bid with eleven (11) submitting offers. Upon considering pricing and delivery time it was determined that B&E Medical Supply and Equipment and Maxari Energy, LLC were the lowest and best bidders. B&E Medical Supply and Equipment will be awarded lines 0-1, 0-2, 0-4, 0-5, 0-8 through 0-24, 0-26, and 0-28 through 0-30. Maxari Energy, LLC will be awarded lines 0-6 and 0-7. A letter of recommendation is attached with explanation. The initial contract term is for twelve (12) months with four (4) additional twelve (12) month renewal options. The contract starts on 07/01/2022 and ends on 6/30/2023. Expenditures for these items will be charged to 01.0100.0570.03200. Funding was approved in the FY22 budget. The Department point of contact is Commander Jeffrey Williams.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

B&E Medical Supply and Equipment Bid
Maxari LLC Bid
Letter of Recommendation
Bid Tabulations

Form Review**Inbox**

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Mary Watson
Final Approval Date: 06/23/2022

Reviewed By

Joy Simonton
Becky Pruitt

Date

06/22/2022 08:24 PM
06/23/2022 08:31 AM
Started On: 06/15/2022 02:14 PM

ITEM #	ESTIMATED QUANTITY PER YEAR	DESCRIPTION OF PRODUCT	VENDOR CATALOG NUMBER	HOW SUPPLIED (for example 50 per box/each/100 per case, etc.)	UNIT COST	COST PER BOX/CASE
GENERAL MEDICAL SUPPLIES						
0-1	60,000 EA	4 X 4 NON-STERILE GAUZE 12-Ply	131408893	200/bag	\$ 0.030	\$ 6.88
0-2	50 BX	ALCOHOL PREP PADS MEDIUM 200 PACKS PER BOX	1113	200/box	\$ 0.010	\$ 1.53
0-4	10,000 EA	GRADUATED MEDICINE CUPS 1OZ PLASTIC DISPOSABLE	131125555	100/bag	\$ 0.010	\$ 1.26
0-5	5,000 EA	SILENT KNIGHT PILL CRUSHER POUCH 50 PACK	138860059	100/pack	\$ 0.080	\$ 8.20
DIABETIC SUPPLIES						
0-8	90 EA	INSTANT GLUCOSE - 15 GRAMS/TUBE	131246672	3/pack	\$ 1.390	\$ 4.18
0-9	50 BX	INSULIN SYRINGE W/NEEDLE 1ML 28GA 1/2INCH	131255261	100/box	\$ 0.110	\$ 10.68
0-10	50,000 EA	LANCETS - UNISTICK 2 COMFORT 28G	139122987	200/box	\$ 0.150	\$ 29.60
OVER-THE-COUNTER DRUGS/MEDICATION						
0-11	15 BTL	ACETAMINOPHEN 325MG 1000ct	131414351	1000/bottle	\$ 0.010	\$ 13.06
0-12	20 BTL	ASA 325MG 100ct	131233468	100/bottle	\$ 0.020	\$ 2.19
0-14	500 EA	CLOTRIMAZOLE CREAM 1%, 1 OZ TUBE	131269288	each	\$ 1.350	\$ 1.35
0-15	10 CS	ENSURE PLUS CHOCOLATE FLAVOR 8-OZ	131296215	24/case	\$ 1.400	\$ 33.69
0-16	5 BTL	FOLIC ACID 1 MG 100ct	131408740	100/bottle	\$ 0.040	\$ 3.55
0-17	720 EA	HYDROCORTISONE CREAM 1%- .9 GM PACKETS	134843522	144/box	\$ 0.060	\$ 8.48
0-18	100 BTL	IBUPROFEN 200 MG – 1000ct BTL	131045529	1000/bottle	\$ 0.010	\$ 14.74
0-19	30 BTL	OMEPRAZOLE 20MG	131381066	1000/bottle	\$ 0.020	\$ 23.12
0-20	10 EA	LICE SHAMPOO -1 GAL	131099992	4 gallon/case	\$ 60.830	\$ 243.31
0-21	100 BX	IMODIUM MULTI-SYSPOM 125-2 MG 12-BX	133210077	12/box	\$ 0.640	\$ 7.64
0-22	25 BTL	NAPROXEN 500mg 1000ct	1853031	1000/bottle	\$ 0.030	\$ 28.34
0-23	24 BTL	MILK OF MAGNESIA 12oz	131240815	each	\$ 2.190	\$ 2.19
0-24	50 BTL	MULTI-VITAMIN SUPPLEMENT	11077987	1000/bottle	\$ 0.020	\$ 19.05
0-26	30 BTL	BENADRYL 50mg	131409218	1000/bottle	\$ 0.020	\$ 16.84
0-28	1,000 EA	PRENATAL VITAMIN SUPPLEMENT	1915388	100/bottle	\$ 0.070	\$ 7.31
0-29	720 EA	TRIPLE ANTIBIOTIC CREAM PACKETS .9GM	131411277	144/box	\$ 0.060	\$ 8.28
0-30	30,000 EA	TUMS/ANTACID 500mg	131386650	150/bottle	\$ 0.010	\$ 1.71

State delivery time after receipt of purchase order_____.

5 Business Days

Delivery time shall be a consideration in the evaluation process.

Awarded bidder is to notify the County immediately if a product is not going to be shipped in time to be received by the County in the above stated time frame.

ITEM #	ESTIMATED QUANTITY PER YEAR	DESCRIPTION OF PRODUCT	VENDOR CATALOG NUMBER	HOW SUPPLIED (for example 50 per box/each/100 per case, etc.)	UNIT COST	COST PER BOX/CASE
DIABETIC SUPPLIES						
#0-6	10 EA	GLUCOMETER KIT - TRUE TRACK SMART SYSTEM	1540	1 Eac/ Each	\$ 8.450	\$ 8.45
#0-7	100 BTL	GLUCOMETER TEST STRIPES - TRUE TRACK SMART SYSTEM	1550	50 Each /Box	\$ 0.160	\$ 8.09

State delivery time after receipt of purchase order_____.

3-4 Business Days

Delivery time shall be a consideration in the evaluation process.

Awarded bidder is to notify the County immediately if a product is not going to be shipped in time to be received by the County in the above stated time frame.



MEMORANDUM

Williamson County Sheriff's Office

Date: June 14th, 2022

To: Joy Simonton - Purchasing Agent

From: Abigail Dass, Office Administrator

Subject: 22IFB97 Medical Supplies for Jail

In response to Solicitation #22IFB97, the Purchasing Department received eleven bids from companies desiring to provide medical supplies for the Williamson County Jail, Medical Department

The appointed Medical Supplies Bid committee reviewed each submission and after considering overall pricing and delivery time, the committee recommends B & E Medical Supply and Equipment and Maxari Energy, LLC.

The following line items has been awarded to B & E Medical Supply and Equipment:

Line-Item numbers: 0-1, 0-2, 0-4, 0-5, 0-8, 0-9, 0-10, 0-11, 0-12, 0-14, 0-15, 0-16, 0-17, 0-18, 0-19, 0-20, 0-21, 0-22, 0-23, 0-24, 0-26, 0-28, 0-29 & 0-30

The following line items has been awarded to Maxari Energy. LLC:

Line-Item numbers: 0-6 & 0-7

The following line items will not be considered through the Bid process due to purchasing frequency, purchasing history and demand.

Line-Items numbers: 0-3, 0-13, 0-25 & 0-27.

Thank you.

							Agni Enterprises, LLC						B&E MEDICAL SUPPLY AND EQUIPMENT					
						Total Cost	\$ 274.6402675						\$ 69.0486433333329					
						Selected #	0						0					
						Selected (\$)	\$ 0						\$ 0					
#	Locked	Items	Selected	Lowest	Quantity	Re Estimated Q	VendorCat	UnitPrice	HowSuppli	CostperBo	TotalCost	VendorCat	UnitPrice	HowSuppli	CostperBo	TotalCost		
0 No Basket (30)																		
#0-1	FALSE	4 X 4 NON-	\$ 0.04	\$ 0.02175	1	60,000 EA	416817	\$ 0.04	200/slv, 10	81.5	\$ 0.04	131408893	\$ 0.0344	200/bag	6.88	\$ 0.0344		
#0-2	FALSE	ALCOHOL F	\$ 0.01	\$ 0.00765	1	50 BX	1007	\$ 4.06	200/bx, 20	81.25	\$ 4.06	1113	\$ 0.00765	200/box	1.53	\$ 0.00765	\$ 0.00765	
#0-3	FALSE	URINE CHE	\$ 30.59	\$ 0.22	1	20 BX	10	\$ 51.1875	100 Strips/	51.1875	\$ 51.1875	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
#0-4	FALSE	GRADUATE	\$ 0.01	\$ 0.01	1	10,000 EA	700	\$ 0.017542	100/slv, 50	87.7125	\$ 0.0175425	131125555	\$ 0.0126	100/bag	1.26	\$ 0.0126	\$ 0.0126	
#0-5	FALSE	SILENT KNI	\$ 0.04	\$ 0.04	1	5,000 EA	1000	\$ 0.069975	1000/Box	69.975	\$ 0.069975	138860059	\$ 0.082	100/pack	8.2	\$ 0.082	\$ 0.082	
#0-6	FALSE	GLUCOMET	\$ 8.45	\$ 0.01	1	10 EA	4006	\$ 50	Each	50	\$ 50	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
#0-7	FALSE	GLUCOMET	\$ 0.16	\$ 0.16	1	100 BTL	4007	\$ 42.575	50 strips/b	42.575	\$ 42.575	1740015	\$ 0.4826	50/box	24.13	\$ 0.4826	\$ 0.4826	
#0-8	FALSE	INSTANT G	\$ 6.81	\$ 1.27	1	90 EA	No Bid	No Bid	No Bid	No Bid	No Bid	131246672	\$ 1.393333	3/pack	4.18	\$ 1.393333	\$ 1.393333	
#0-9	FALSE	INSULIN SY	\$ 0.13	\$ 0.1	1	50 BX	26027	\$ 18.07	10/bg, 10b	90.35	\$ 18.07	131255261	\$ 0.1068	100/box	10.68	\$ 0.1068	\$ 0.1068	
#0-10	FALSE	LANCETS -	\$ 0.12	\$ 0.12	1	50,000 EA	742	\$ 0.57025	100/Box	57.025	\$ 0.57025	139122987	\$ 0.148	200/box	29.6	\$ 0.148	\$ 0.148	
#0-11	FALSE	ACETAMIN	\$ 11.51	\$ 0.01306	1	15 BTL	No Bid	No Bid	No Bid	No Bid	No Bid	131414351	\$ 0.01306	1000/bottl	13.06	\$ 0.01306	\$ 0.01306	
#0-12	FALSE	ASA 325M	\$ 1.87	\$ 0.0184	1	20 BTL	No Bid	No Bid	No Bid	No Bid	No Bid	131233468	\$ 0.0219	100/bottle	2.19	\$ 0.0219	\$ 0.0219	
#0-13	FALSE	ASPIRIN 81	\$ 1.18	\$ 0.03	1	30 BTL	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
#0-14	FALSE	CLOTIRMA	\$ 1.93	\$ 1.35	1	500 EA	No Bid	No Bid	No Bid	No Bid	No Bid	131269288	\$ 1.35	each	1.35	\$ 1.35	\$ 1.35	
#0-15	FALSE	ENSURE PL	\$ 3.53	\$ 1.40375	1	10 CS	No Bid	No Bid	No Bid	No Bid	No Bid	131296215	\$ 1.40375	24/case	33.69	\$ 1.40375	\$ 1.40375	
#0-16	FALSE	FOLIC ACID	\$ 7.77	\$ 0.0355	1	5 BTL	No Bid	No Bid	No Bid	No Bid	No Bid	131408740	\$ 0.0355	100/bottle	3.55	\$ 0.0355	\$ 0.0355	
#0-17	FALSE	HYDROCOF	\$ 0.12	\$ 0.050069	1	720 EA	No Bid	No Bid	No Bid	No Bid	No Bid	134843522	\$ 0.0588	144/box	8.48	\$ 0.0588	\$ 0.0588	
#0-18	FALSE	IBUPROFEN	\$ 20.32	\$ 0.01474	1	100 BTL	No Bid	No Bid	No Bid	No Bid	No Bid	131045529	\$ 0.01474	1000/bottl	14.74	\$ 0.01474	\$ 0.01474	
#0-19	FALSE	OMEPRAZO	\$ 10.49	\$ 0.02312	1	30 BTL	No Bid	No Bid	No Bid	No Bid	No Bid	131381066	\$ 0.02312	1000/bottl	23.12	\$ 0.02312	\$ 0.02312	
#0-20	FALSE	LICE SHAM	\$ 88.45	\$ 60.8275	1	10 EA	75120	\$ 100.1	Each	100.1	\$ 100.1	131099992	\$ 60.8275	4 gallon/ca	243.31	\$ 60.8275	\$ 60.8275	
#0-21	FALSE	IMODIUM	\$ 515.93	\$ 0.63666	1	100 BX	No Bid	No Bid	No Bid	No Bid	No Bid	133210077	\$ 0.63666	12/box	7.64	\$ 0.63666	\$ 0.63666	
#0-22	FALSE	NAPROXEN	\$ 0.19	\$ 0.02834	1	25 BTL	No Bid	No Bid	No Bid	No Bid	No Bid	1853031	\$ 0.02834	1000/bottl	28.34	\$ 0.02834	\$ 0.02834	
#0-23	FALSE	MILK OF M	\$ 4.28	\$ 2.19	1	24 BTL	No Bid	No Bid	No Bid	No Bid	No Bid	131240815	\$ 2.19	each	2.19	\$ 2.19	\$ 2.19	
#0-24	FALSE	MULTI-VIT	\$ 1.67	\$ 0.0106	1	50 BTL	No Bid	No Bid	No Bid	No Bid	No Bid	11077987	\$ 0.01905	1000/bottl	19.05	\$ 0.01905	\$ 0.01905	
#0-25	FALSE	AMMONIA	\$ 0.69	\$ 0.213	1	120 EA	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
#0-26	FALSE	BENADRYL	\$ 3.6	\$ 0.01684	1	30 BTL	249839	\$ 7.95	12/Case	95.4	\$ 7.95	131409218	\$ 0.01684	1000/bottl	16.84	\$ 0.01684	\$ 0.01684	
#0-27	FALSE	ORAJEL MA	\$ 1.87	\$ 1.87	1	2,000 EA	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
#0-28	FALSE	PRENATAL	\$ 5.23	\$ 0.0375	1	1,000 EA	No Bid	No Bid	No Bid	No Bid	No Bid	1915388	\$ 0.0731	100/bottle	7.31	\$ 0.0731	\$ 0.0731	
#0-29	FALSE	TRIPLE ANT	\$ 0.08	\$ 0.0575	1	720 EA	No Bid	No Bid	No Bid	No Bid	No Bid	131411277	\$ 0.0575	144/box	8.28	\$ 0.0575	\$ 0.0575	
#0-30	FALSE	TUMS/ANT	\$ 2.1	\$ 0.0114	1	30,000 EA	No Bid	No Bid	No Bid	No Bid	No Bid	131386650	\$ 0.0114	150/bottle	1.71	\$ 0.0114	\$ 0.0114	

Bound Tree Medical, LLC \$ 115.73134999999999 0 \$ 0					CBS DME & Medical Supplies \$ 47,102.0 0 \$ 0					D's Ventures, LLC dba LogMet Solutions \$ 20.779999999999994 0 \$ 0				
VendorCat	UnitPrice	HowSupplie	CostperBox	TotalCost	VendorCat	UnitPrice	HowSuppli	CostperBox	TotalCost	VendorCat	UnitPrice	HowSuppli	CostperBox	TotalCost
58	\$ 0.02175	200/bag	43.5	\$ 0.02175	440028	\$ 1,275.0	4000/cs	85	\$ 1,275.0	No Bid	No Bid	No Bid	No Bid	No Bid
65	\$ 2.08	200/bx	41.6	\$ 2.08	191089	\$ 175	200/bx	3.5	\$ 175	58204	\$ 0.01	200/BOX	1.9	\$ 0.01
No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	920581	\$ 0.22	100/BX	21.54	\$ 0.22
0	\$ 0.02	each	100	\$ 0.02	188670	\$ 25	100/bx	2.5	\$ 25	12146	\$ 0.01	100BX	1.43	\$ 0.01
No Bid	No Bid	No Bid	No Bid	No Bid	1019769	\$ 8,000.0	20/Bx	32	\$ 8,000.0	1019769	\$ 2.13	20/BOX	42.54	\$ 2.13
153	\$ 0.01	each	0.01	\$ 0.01	No Bid	No Bid	No Bid	No Bid	No Bid	536014500	\$ 0.18	102/BOX	17.93	\$ 0.18
0	\$ 18.75	100/bx	18.75	\$ 18.75	740015	\$ 2,800.0	50/Bx	28	\$ 2,800.0	740015	\$ 0.39	50/BOX	19.47	\$ 0.39
126	\$ 1.27	3/pk	3.82	\$ 1.27	580125	\$ 540	3/Pk	18	\$ 540	112772	\$ 4.45	3/PACK	13.35	\$ 4.45
0	\$ 12.3	100/bx	12.3	\$ 12.3	629839	\$ 600	50/Bx	12	\$ 600	942669	\$ 0.1	100/BOX	9.72	\$ 0.1
153	\$ 0.1202	100/bx	12.02	\$ 0.1202	539416	\$ 12,500.0	100/Bx	25	\$ 12,500.0	No Bid	No Bid	No Bid	No Bid	No Bid
No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	1189770	\$ 0.02	1000/BOTT	16.03	\$ 0.02
No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	280200010	\$ 0.78	100/BOTTL	7.8	\$ 0.78
125	\$ 0.7	36/bt	0.7	\$ 0.7	No Bid	No Bid	No Bid	No Bid	No Bid	555693	\$ 0.03	36/BOTTLE	1.19	\$ 0.03
No Bid	No Bid	No Bid	No Bid	No Bid	742102	\$ 3,250.0	1/ea.	6.5	\$ 3,250.0	516722002	\$ 3.01	EACH	3.01	\$ 3.01
No Bid	No Bid	No Bid	No Bid	No Bid	1048233	\$ 420	24/Cs	42	\$ 420	64911	\$ 1.49	24/CASE	35.7	\$ 1.49
No Bid	No Bid	No Bid	No Bid	No Bid	712059	\$ 60	100/Btl	12	\$ 60	651620361	\$ 0.06	100/BOTTL	6.18	\$ 0.06
65	\$ 0.07375	144/bx	10.62	\$ 0.07375	No Bid	No Bid	No Bid	No Bid	No Bid	769301	\$ 0.14	25/BOX	3.56	\$ 0.14
0	\$ 26.82	250pk/bx	26.82	\$ 26.82	No Bid	No Bid	No Bid	No Bid	No Bid	1181156	\$ 0.02	1000/BOTT	18.28	\$ 0.02
No Bid	No Bid	No Bid	No Bid	No Bid	1166143	\$ 150	30/Btl	5	\$ 150	167140715	\$ 0.09	30/BOTTLE	2.81	\$ 0.09
No Bid	No Bid	No Bid	No Bid	No Bid	648759	\$ 2,720.0	32/Cs	272	\$ 2,720.0	No Bid	No Bid	No Bid	No Bid	No Bid
0	\$ 7.74	18/bx	7.74	\$ 7.74	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
0	\$ 8.77	100/bt	8.77	\$ 8.77	No Bid	No Bid	No Bid	No Bid	No Bid	651620190	\$ 0.12	1000/BOTT	119.19	\$ 0.12
0	\$ 2.25	16 oz bt	2.25	\$ 2.25	864441	\$ 60	1/ea.	2.5	\$ 60	864441	\$ 2.21	EACH	2.21	\$ 2.21
No Bid	No Bid	No Bid	No Bid	No Bid	1111285	\$ 350	100/Btl	7	\$ 350	633782	\$ 0.03	100/BOTTL	2.65	\$ 0.03
No Bid	No Bid	No Bid	No Bid	No Bid	1202287	\$ 42	10/Bx	3.5	\$ 42	No Bid	No Bid	No Bid	No Bid	No Bid
126	\$ 28.58	25/pk	28.58	\$ 28.58	497991	\$ 900	1000/Btl	30	\$ 900	No Bid	No Bid	No Bid	No Bid	No Bid
0	\$ 6.07	each	6.07	\$ 6.07	861263	\$ 13,000.0	1/ea.	6.5	\$ 13,000.0	103100222	\$ 5.03	EACH	5.03	\$ 5.03
No Bid	No Bid	No Bid	No Bid	No Bid	915388	\$ 65	100/Btl	6.5	\$ 65	904531346	\$ 0.06	30/BOTTLE	1.88	\$ 0.06
0	\$ 0.07625	144/bx	10.98	\$ 0.07625	498019	\$ 170	144/Bx	34	\$ 170	1203087	\$ 0.18	25/BOX	4.4	\$ 0.18
0	\$ 0.0794	50/bx	3.97	\$ 0.0794	No Bid	No Bid	No Bid	No Bid	No Bid	706770137	\$ 0.02	150/BOTTL	3.21	\$ 0.02

Matt Huang/Mini Wing USA					McKesson Medical-Surgical Government Solutions LLC					Medco Sports Medicine				
\$ 0.15375					\$ 273.17636799999997					\$ 104.63000000000001				
0					0					0				
\$ 0					\$ 0					\$ 0				
VendorCat	UnitPrice	HowSupplied	CostperBox	TotalCost	VendorCat	UnitPrice	HowSuppli	CostperBox	TotalCost	VendorCat	UnitPrice	HowSuppli	CostperBox	TotalCost
25412	\$ 0.03125	2000/CASE	62.5	\$ 0.03125	440343	\$ 0.03385	200/BG	6.77	\$ 0.03385	267673	\$ 4.91	200	4.91	\$ 4.91
970735	\$ 0.0225	200/BOX	4.5	\$ 0.0225	191089	\$ 0.0124	200/BX	2.48	\$ 0.0124	243925	\$ 1.63	200	1.63	\$ 1.63
No Bid	No Bid	No Bid	No Bid	No Bid	150677	\$ 39.84	EA	39.84	\$ 39.84	269273	\$ 15.54	100	15.54	\$ 15.54
700001	\$ 0.02	5000/CASE	100	\$ 0.02	188670	\$ 0.0149	100/SL	1.49	\$ 0.0149	39002	\$ 0.89	100	0.89	\$ 0.89
1000	\$ 0.08	1000/CASE	80	\$ 0.08	1019769	\$ 2.1715	20/BX	43.43	\$ 2.1715	No Bid	No Bid	No Bid	No Bid	No Bid
No Bid	No Bid	No Bid	No Bid	No Bid	960302	\$ 0.02	1/BX	0.02	\$ 0.02	No Bid	No Bid	No Bid	No Bid	No Bid
No Bid	No Bid	No Bid	No Bid	No Bid	960298	\$ 0.3258	50/BX	16.29	\$ 0.3258	No Bid	No Bid	No Bid	No Bid	No Bid
No Bid	No Bid	No Bid	No Bid	No Bid	580125	\$ 4.3867	3/PK	13.16	\$ 4.3867	No Bid	No Bid	No Bid	No Bid	No Bid
No Bid	No Bid	No Bid	No Bid	No Bid	629839	\$ 0.114	100/BX	11.4	\$ 0.114	No Bid	No Bid	No Bid	No Bid	No Bid
No Bid	No Bid	No Bid	No Bid	No Bid	539418	\$ 0.15075	200/BX	30.15	\$ 0.15075	No Bid	No Bid	No Bid	No Bid	No Bid
No Bid	No Bid	No Bid	No Bid	No Bid	1189770	\$ 16.35	BTL	16.35	\$ 16.35	46018	\$ 8.65	1000	8.65	\$ 8.65
No Bid	No Bid	No Bid	No Bid	No Bid	555685	\$ 1.49	BTL	1.49	\$ 1.49	46001	\$ 0.81	100	0.81	\$ 0.81
No Bid	No Bid	No Bid	No Bid	No Bid	555693	\$ 1.22	BTL	1.22	\$ 1.22	596770	\$ 1.31	36	1.31	\$ 1.31
No Bid	No Bid	No Bid	No Bid	No Bid	742102	\$ 3.77	EA	3.77	\$ 3.77	No Bid	No Bid	No Bid	No Bid	No Bid
No Bid	No Bid	No Bid	No Bid	No Bid	518432	\$ 1.57958	24/CS	37.91	\$ 1.57958	No Bid	No Bid	No Bid	No Bid	No Bid
No Bid	No Bid	No Bid	No Bid	No Bid	712059	\$ 6.59	BTL	6.59	\$ 6.59	No Bid	No Bid	No Bid	No Bid	No Bid
No Bid	No Bid	No Bid	No Bid	No Bid	796007	\$ 0.050069	144/BX	7.21	\$ 0.050069	81679984	\$ 8.12	144	8.12	\$ 8.12
No Bid	No Bid	No Bid	No Bid	No Bid	1181156	\$ 18.66	BTL	18.66	\$ 18.66	69176	\$ 7.56	500	7.56	\$ 7.56
No Bid	No Bid	No Bid	No Bid	No Bid	1166143	\$ 3.01	BTL	3.01	\$ 3.01	261890	\$ 29.31	28	29.31	\$ 29.31
No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
No Bid	No Bid	No Bid	No Bid	No Bid	549418	\$ 0.94	1/BX	0.94	\$ 0.94	No Bid	No Bid	No Bid	No Bid	No Bid
No Bid	No Bid	No Bid	No Bid	No Bid	960975	\$ 127.15	BTL	127.15	\$ 127.15	7200566	\$ 4.95	100	4.95	\$ 4.95
No Bid	No Bid	No Bid	No Bid	No Bid	864441	\$ 2.26	BTL	2.26	\$ 2.26	No Bid	No Bid	No Bid	No Bid	No Bid
No Bid	No Bid	No Bid	No Bid	No Bid	1077987	\$ 8.91	BTL	8.91	\$ 8.91	No Bid	No Bid	No Bid	No Bid	No Bid
No Bid	No Bid	No Bid	No Bid	No Bid	1202287	\$ 0.213	10/BX	2.13	\$ 0.213	No Bid	No Bid	No Bid	No Bid	No Bid
No Bid	No Bid	No Bid	No Bid	No Bid	497991	\$ 18.45	BTL	18.45	\$ 18.45	243094	\$ 5.67	24	5.67	\$ 5.67
No Bid	No Bid	No Bid	No Bid	No Bid	586119	\$ 7.39	EA	7.39	\$ 7.39	No Bid	No Bid	No Bid	No Bid	No Bid
No Bid	No Bid	No Bid	No Bid	No Bid	556973	\$ 4.66	BTL	4.66	\$ 4.66	No Bid	No Bid	No Bid	No Bid	No Bid
No Bid	No Bid	No Bid	No Bid	No Bid	943299	\$ 0.133819	144/BX	19.27	\$ 0.133819	81679950	\$ 9.99	144	9.99	\$ 9.99
No Bid	No Bid	No Bid	No Bid	No Bid	1204709	\$ 3.28	BTL	3.28	\$ 3.28	43030	\$ 5.29	150	5.29	\$ 5.29

Mercedes Medical					Zhou Medical Solutions, LLC					www.maxari.us				
\$ 30.83403					\$ 122.34391999999998					\$ 729.17000000000001				
0					0					30				
\$ 0					\$ 0					\$ 729.17000000000001				
VendorCat	UnitPrice	HowSuppli	CostperBox	TotalCost	VendorCat	UnitPrice	HowSuppli	CostperBox	TotalCost	VendorCat	UnitPrice	HowSuppli	CostperBox	TotalCost
157114	\$ 0.029	200/SLV	5.8	\$ 0.029	441215	\$ 4.25	200/bag	4.25	\$ 4.25	25412	\$ 0.04	200 Each /	7.26	\$ 0.04
6818	\$ 1.81	200/bx	1.81	\$ 1.81	404000702	\$ 1.75	200/Box	1.75	\$ 1.75	90735	\$ 0.01	200 Each /	1.93	\$ 0.01
80010	\$ 17.8	100/btl	17.8	\$ 17.8	189539716	\$ 0.2799	100/Bt	27.99	\$ 0.2799	10	\$ 30.59	1 Bottle / B	30.59	\$ 30.59
2301	\$ 0.0121	100/slv	1.21	\$ 0.0121	1125555	\$ 0.135	100/bag	1.35	\$ 0.135	70000	\$ 0.01	5000 Each	70.53	\$ 0.01
1000	\$ 0.107	50/bg	5.35	\$ 0.107	741431	\$ 0.0825	100/pack	8.25	\$ 0.0825	1000	\$ 0.04	1000 Each	41.75	\$ 0.04
No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	1540	\$ 8.45	1 Each / Ea	8.45	\$ 8.45
No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	1550	\$ 0.16	50 Each / B	8.09	\$ 0.16
No Bid	No Bid	No Bid	No Bid	No Bid	574006930	\$ 4.15	3/pack	12.45	\$ 4.15	74633	\$ 6.81	3 Each / Bc	20.42	\$ 6.81
26027	\$ 10.85	100/bx	54.25	\$ 10.85	26027	\$ 0.1287	100/Box	12.87	\$ 0.1287	828155	\$ 0.13	100 Each /	12.72	\$ 0.13
7155	\$ 0.1235	100/bx	12.35	\$ 0.1235	6686373	\$ 0.1857	100/Box	18.57	\$ 0.1857	28	\$ 0.12	2000 Each	237.66	\$ 0.12
No Bid	No Bid	No Bid	No Bid	No Bid	578960104	\$ 0.01522	1000/Bottle	15.22	\$ 0.01522	10210	\$ 11.51	1 Bottle / B	11.51	\$ 11.51
No Bid	No Bid	No Bid	No Bid	No Bid	578960901	\$ 0.0184	100/Bottle	1.84	\$ 0.0184	92101	\$ 1.87	1 Each / Ea	1.87	\$ 1.87
No Bid	No Bid	No Bid	No Bid	No Bid	518240164	\$ 0.035	36/Bottle	1.26	\$ 0.035	91136	\$ 1.18	1 Bottle / B	1.18	\$ 1.18
No Bid	No Bid	No Bid	No Bid	No Bid	518240063	\$ 1.75	1oz/Tube	1.75	\$ 1.75	6301	\$ 1.93	1 Each / Ea	1.93	\$ 1.93
No Bid	No Bid	No Bid	No Bid	No Bid	57266	\$ 7.455	8Bottle/Ca	59.64	\$ 7.455	57266	\$ 3.53	24 Each / C	84.73	\$ 3.53
No Bid	No Bid	No Bid	No Bid	No Bid	693150127	\$ 0.0406	100/Bottle	4.06	\$ 0.0406	51281	\$ 7.77	1 Bottle / B	7.77	\$ 7.77
No Bid	No Bid	No Bid	No Bid	No Bid	53110	\$ 0.074	144/box	10.66	\$ 0.074	21135	\$ 0.12	144 Each /	17.84	\$ 0.12
No Bid	No Bid	No Bid	No Bid	No Bid	578969411	\$ 0.159	1000/Bottle	15.9	\$ 0.159	94110	\$ 20.32	1 Bottle / B	20.32	\$ 20.32
No Bid	No Bid	No Bid	No Bid	No Bid	781286831	\$ 0.075	30/bottle	2.25	\$ 0.075	39733	\$ 10.49	1 Box / Box	10.49	\$ 10.49
No Bid	No Bid	No Bid	No Bid	No Bid	11281	\$ 63	4/Case	252.17	\$ 63	99992	\$ 88.45	4 Each / Ca	353.78	\$ 88.45
No Bid	No Bid	No Bid	No Bid	No Bid	302121200	\$ 0.66	12/Box	7.92	\$ 0.66	21212	\$ 515.93	1 Each / Ea	515.93	\$ 515.93
No Bid	No Bid	No Bid	No Bid	No Bid	494830618	\$ 35.03	500/Bottle	35.03	\$ 35.03	684621900	\$ 0.19	100 Each /	18.52	\$ 0.19
No Bid	No Bid	No Bid	No Bid	No Bid	578966491	\$ 2.9	12oz/Bottle	2.9	\$ 2.9	12	\$ 4.28	1 Bottle / B	4.28	\$ 4.28
No Bid	No Bid	No Bid	No Bid	No Bid	578965011	\$ 0.0106	1000/bottle	10.6	\$ 0.0106	50101	\$ 1.67	1 Bottle / B	1.67	\$ 1.67
No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	2012	\$ 0.69	50 Each / P	34.35	\$ 0.69
No Bid	No Bid	No Bid	No Bid	No Bid	904530760	\$ 0.0358	100/Bottle	3.58	\$ 0.0358	18640	\$ 3.6	1 Bottle / B	3.6	\$ 3.6
No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	2303	\$ 1.87	1 Each / Tu	1.87	\$ 1.87
No Bid	No Bid	No Bid	No Bid	No Bid	578965750	\$ 0.0375	100/Bottle	3.75	\$ 0.0375	57501	\$ 5.23	1 Bottle / B	5.23	\$ 5.23
53210	\$ 0.10243	144/bx	14.75	\$ 0.10243	598980740	\$ 0.064	144/box	9.22	\$ 0.064	1209	\$ 0.08	144 Each /	11.85	\$ 0.08
No Bid	No Bid	No Bid	No Bid	No Bid	536104815	\$ 0.022	150/bottle	3.3	\$ 0.022	6732	\$ 2.1	24 Each / C	50.31	\$ 2.1

Commissioners Court - Regular Session**20.****Meeting Date:** 06/28/2022

Expo Center (P562) Parkhill Amendment 2

Submitted For: Dale Butler**Submitted By:** Wendy Danzoy, Facilities Management**Department:** Facilities Management**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on Amendment No. 2 to Agreement for Design & Engineering Services with Parkhill, Smith and Cooper, Inc. for the Expo Center Various Improvements Project (P562), due to the need to clarify invoicing methods in the contractual language to allow for additional services. Point of contact is Angel Gomez, Williamson County Senior Project Manager with Facilities Management.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

PSA-A2

Form Review**Inbox**

Hal Hawes

Facilities Management (Originator)

Hal Hawes

County Judge Exec Asst.

Form Started By: Wendy Danzoy

Final Approval Date: 06/20/2022

Reviewed By

Hal Hawes

Wendy Danzoy

Hal Hawes

Becky Pruitt

Date

06/20/2022 09:08 AM

06/20/2022 01:01 PM

06/20/2022 01:14 PM

06/20/2022 01:20 PM

Started On: 06/17/2022 02:15 PM



**AMENDMENT NO. 2
TO
AGREEMENT FOR DESIGN & ENGINEERING SERVICES**

PROJECT: Expo Center Various Improvements (Parks Bond A) ("Project")

**ARCHITECT/
ENGINEER:**

Parkhill, Smith and Cooper, Inc. ("A/E")
dba Schrickel Rollins | PSC
Victor Baxter, RLA
Director Landscape Architecture & Planning Business Development
255 N. Center St., Suite 200
Arlington, TX 76011

COUNTY'S DESIGNATED

REPRESENTATIVE: **Williamson County Parks Department**
Director of Parks
219 Perry Mayfield
Leander, Texas 78641

This Amendment No. 2 to **Agreement for Design and Engineering Services** ("Amendment No. 2") is by and between **Williamson County, Texas**, a political subdivision of the State of Texas ("County") and A/E.

R E C I T A L S

WHEREAS, County and A/E previously executed that certain **Agreement for Design and Engineering Services** ("Agreement") being dated effective **August 5, 2020**, wherein A/E agreed to perform certain professional design and engineering services in connection with the Project;

WHEREAS, pursuant to **Article 20**, the terms of the Agreement may be modified by a written, fully-executed Contract Amendment;

WHEREAS, the parties wish to amend the language relating to **Additional Services and Charges** under **Article 7** of the Agreement; and,

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

NOW, THEREFORE, premises considered, County and A/E agree that the Agreement is supplemented, modified and amended as follows:

I. Article 7 - Additional Services and Charges shall be amended and supplanted, in its entirety, by the following:

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 invoices of percentage completion.

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 by a negotiated Supplemental Agreement. County shall have no obligation to pay for such Additional Services which have been rendered without prior written authorization of County as hereinabove required.

II. Article 8.1 - Time of Payment shall be amended and supplanted, in its entirety, by the following:

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 Basic 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.

On or about the last day of each calendar month during the performance of Additional Services to be provided under **Article 7**, A/E shall submit to County

working documents in any stage of completion to demonstrate incremental progress of the Additional Services under an applicable Supplemental Agreement related thereto, and the compensation which is due for percentage completion of the particular Additional Services.

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.

III. Terms of Agreement Control and Extent of Amendment No. 2

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

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

A/E:
Parkhill, Smith and Cooper, Inc.
dba Schrickel Rollins | PSC

COUNTY:
Williamson County, Texas

By: Jamie Zavodny
Signature

By: _____

Jamie Zavodny
Printed Name

Printed Name

Principal
Title

Title

Date Signed: 6/20/2022

Date Signed: _____

Commissioners Court - Regular Session**21.****Meeting Date:** 06/28/2022

Expo Center (P562) Supplemental Agreement 1 to Amended Agreement-Parkhill

Submitted For: Dale Butler**Submitted By:** Wendy Danzoy, Facilities Management**Department:** Facilities Management**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on Supplemental Agreement No. 1 to Agreement for Design & Engineering Services, as Amended, with Parkhill, Smith and Cooper, Inc. for the Expo Center Various Improvements (P562). Due to the need for additional services to provide electrical upgrades in the main arena, the contract is increased by \$28,749 and the schedule is being adjusted to add Three Hundred Sixty-Five (365 days) for construction administration. Point of contact is Angel Gomez, Williamson County Project Manager with Facilities Management

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Supplemental Agreement 1

Form Review**Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Wendy Danzoy

Final Approval Date: 06/20/2022

Reviewed By

Hal Hawes

Becky Pruitt

Date

06/20/2022 09:08 AM

06/20/2022 09:40 AM

Started On: 06/17/2022 02:19 PM



**SUPPLEMENTAL AGREEMENT NO. 1
TO
AGREEMENT FOR DESIGN & ENGINEERING SERVICES, AS AMENDED**

PROJECT: Expo Center Various Improvements (Parks Bond A) ("Project")

ARCHITECT/

ENGINEER: Parkhill, Smith and Cooper, Inc. ("A/E")
dba Schrickel Rollins | PSC
Victor Baxter, RLA
Director Landscape Architecture & Planning Business Development
255 N. Center St., Suite 200
Arlington, TX 76011

COUNTY'S DESIGNATED

REPRESENTATIVE: Williamson County Parks Department
Director of Parks
219 Perry Mayfield
Leander, Texas 78641

THIS SUPPLEMENTAL AGREEMENT NO. 1 to Agreement for Design and Engineering Services, as Amended, effective as of the latest date of the signatories indicated at the conclusion of this document (the "Effective Date"), by and between **Williamson County, Texas** a political subdivision of the State of Texas ("County") and A/E.

R E C I T A L S

WHEREAS, County and A/E previously executed Agreement for Design and Engineering Services, as Amended being dated effective August 5, 2020 ("Agreement");

WHEREAS, pursuant to **Article 20** of the Agreement, the terms of the Agreement may be modified by a fully executed, written modification;

WHEREAS, County now wishes to **provide electrical upgrades to the Williamson County Expo**, all of which would constitute Additional Services due to being outside the original scope of Basic Services; and,

WHEREAS, in accordance with **Article 7** of the Agreement, this Supplemental Agreement provides a description of the scope, compensation for, and schedule of Additional Services;

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

SUPPLEMENTAL AGREEMENT

NOW, THEREFORE, premises considered, County and A/E agree that the Agreement is modified and amended as follows:

ARTICLE 1 SCOPE OF ADDITIONAL SERVICES

A/E hereby agrees to provide the Additional Services detailed in Attachment A – Scope of Additional Services (referred to herein as “Additional Services”).

ARTICLE 2 COMPENSATION FOR ADDITIONAL SERVICES

In accordance with the terms and conditions of the Agreement, County hereby agrees to pay A/E **Twenty-Eight Thousand, Seven Hundred Forty-Nine Dollars (\$ 28,749)** as detailed in Attachment B – Fee Schedule.

ARTICLE 3 TIME FOR PERFORMANCE OF ADDITIONAL SERVICES

A/E hereby agrees to provide the Additional Services detailed in are detailed in Attachment C – Production Schedule.

ARTICLE 4 TERMS OF AGREEMENT & EXTENT OF SUPPLEMENTAL AGREEMENT

All Additional Services described herein will be performed in accordance with the terms and conditions of the Agreement. All other terms of the Agreement and any prior amendments thereto which have not been specifically amended herein shall remain the same and shall continue in full force and effect.

IN WITNESS WHEREOF, County has caused this Supplemental 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:

Parkhill, Smith and Cooper, Inc.
dba Schrickel Rollins | PSC

COUNTY:

Williamson County, Texas

By: Jamie Zavodny
Signature

Jamie Zavodny
Printed Name

Principal
Title

Date Signed: 6/3/2022

By: _____
Signature

Printed Name

Title

Date Signed: _____

ATTACHMENT A

SCOPE OF ADDITIONAL 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 Additional Fee provided in the Supplemental Agreement, A/E shall perform the following Additional 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 Attachment 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 Expo Center
5350 Bill Pickett Trail, Taylor, TX 76574
Precinct 4
P562

1. A/E will make the necessary site visits to determine the required improvements. Based on the site visits and record Drawings provided by OWNER, a Schematic Design will be prepared to delineate the necessary improvements and repairs. An Opinion of Probable Cause will be prepared by the current CMAR (Chasco) working at the Expo.
 - Provide a lighting replacement in the Main Arena with a one-for-one LED replacement of the existing 277V lighting. Power and controls for the lighting will remain at present location.
 - Provide (2) 50A receptacles at north end of Main Arena for video boards. Receptacles to match existing height and NEMA configuration of receptacles at south end. Receptacles to be connected to new local electrical panel in Main Arena.
 - "Warm-up" arena existing electrical 480V 60A panel HE, 15 KVA transformer LE, and 208V 60A panel LE will be relocated to a new electrical equipment rack outside adjacent to a horse wash rack on a concrete pad with security fencing. A new 480V panel, stepdown transformer, and 208V panel sized as large as possible within the constraints of the existing electrical infrastructure will also be provided on the rack. The new installation will utilize the existing MDP for power connection, and an existing conduit as much as possible. The new system will provide dedicated quads at each of the 14 columns, and 5 dedicated overhead drops per markups by OWNER.
 - The Design Professional will perform a cursory review in the field of the existing conditions noting minor discrepancies in the as-builts. The Design Professional is not responsible to perform exhaustive field verification of existing conditions. If more time is required to verify the existing conditions, an additional fee proposal will be submitted prior to the commencement of Design Documents.
2. Upon approval of the Schematic Design and OPC, A/E will prepare the necessary Construction Documents to assist the County in procuring Construction Phase Services.
3. A/E, following OWNER's approval of the Construction Documents and of the latest Opinion of Probable Cost will assist OWNER and CMAR in obtaining Bids for construction of the Project.

4. A/E will be the representative of and will advise and consult with OWNER during construction until the final payment to the Contractor is due. A/E will have authority to act on behalf of OWNER only to the extent provided in this Agreement unless otherwise modified by written instrument.
5. A/E will visit the site at intervals appropriate to the stage of construction or as otherwise agreed by OWNER and A/E in writing to become familiar with the progress and quality of Work completed and to determine, in general, if the Work is being performed in a manner indicating that the Work, when completed, will be in accordance with the Contract Documents. However, A/E will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of on-site observation, A/E will keep OWNER informed of the progress and quality of the Work.
6. Based on A/E's observations and evaluations of the CMAR's Applications for Payment, A/E will review and certify the amounts due the Contractor.
7. A/E will be the representative of and will advise and consult with OWNER during construction until thirty days after the Date of Substantial Completion or occupancy by OWNER, whichever occurs first. Time and expenses spent beyond thirty days after the Date of Substantial Completion are Supplemental Services and will be billed using A/E's Standard Hourly Rate Schedule (see attached.)

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

Phase I-II - DESIGN DEVELOPMENT – 60% Plans, Specifications and Estimate

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

- A. Investigate site/facility and verify known existing or available utility locations.
- B. Review International Building Code (IBC), ASHRAE 90.1, ASHRAE 62.1, International Mechanical Code (IMC), National Electric Code (NEC), International Energy Conservation Code (IECC), and any other applicable codes and ordinances.
- C. Advise County of any changes, additions, or corrections to the preliminary program, plans, specifications, and budget.
- D. Develop plans and specifications, which indicate materials, construction methods and buildings systems. These building systems may include (but are not limited to) structural, mechanical, plumbing, and electrical.
- E. Prepare a Design Development level cost estimate in a form acceptable to County.
- F. Submit Plans, Specifications, and all other required documentation for Site Development Permit application for the project with the local jurisdiction having review authority. Notify County's PM of any required submittal fees to be paid by County.
- G. Provide deliverables in accordance with County's Design Submittal Guidelines.

Phase III - CONSTRUCTION DOCUMENTS – 100% Plans, Specifications, and Estimate

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

- A. Prepare complete plans, specifications and engineering calculations (without professional seals) setting forth in detail the work required for the architectural, structural, civil, mechanical, plumbing, electrical, landscaping and irrigation, and site work.
- B. Consult freely with County concerning the principal phases of the work immediately advise County of any unusual requirements or features not apparent during execution of the Schematic Design and Design Development Phases.
- C. Prepare a detailed cost estimate of the project on a form acceptable to County.
- D. Prepare a construction schedule with a Gantt chart or other County approved format which lists the anticipated major activities required to complete the project.
- E. Complete the PS&E for the entire Project and its component parts. The Project detailed cost estimate shall not exceed the project construction budget as approved in writing by County.
- F. Provide deliverables in accordance with County's Design Submittal Guidelines.

Phase IV-V – REGULATORY REVIEW AND PERMITS - Plans, Specifications, and Permits:

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

- A. When applicable, register the project with the Texas Department of Licensing and Regulation (TDLR) and obtain an EABPRJ number for inclusion on the project coversheet prior to Permit application submittal to the local jurisdiction having review authority. Register as the Owner's Designated Agent for further correspondence with TDLR and Registered Accessibility Specialist (RAS).
- B. Participate in any Pre-submittal Meetings required by local jurisdiction prior to Permit application submittal.
- C. Submit Plans, Specifications, and all other required documentation for construction Permit application for the project with the local jurisdiction having review authority. Notify County's PM of any required submittal fees to be paid by County.
- D. Submit Construction Documents and Specifications to the Registered Accessibility Specialist (RAS) approved by County for Architectural Barriers plan review.

- E. Receive and respond to permitting comments by the local jurisdiction having review authority.
- F. Revise plans and specifications as necessary to conform to permitting, accessibility, and budget requirements without additional charge to County.
- G. Provide deliverables in accordance with County's Design Submittal Guidelines.

Phase VI - CONSTRUCTION ADMINISTRATION - Project Observation and Inspection:

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

- A. Provide general administration and be County's representative during the construction of the project. Advise, consult, and issue County's instructions to Contractor in writing with copies furnished to all parties. Prepare change orders and supplementary drawings.
- B. Conduct and oversee pre-construction meeting.
- C. Process/ respond to Requests for Information, Change Proposals, Change Orders, Change Directives.
- D. Review/ approve shop drawings, submittals, samples and mock-ups. Submit copies of each shop drawing and submittal of materials and equipment to County.
- E. Conduct and oversee bi-weekly progress meetings.
- F. Conduct site visits with personnel technically qualified by education and experience to competently observe relevant aspects of construction. Make necessary observations to determine if workmanship and quality of materials generally conform to the plans and specifications, and that provisions of the contract are complied with.
- G. Reject work performed by Contractor which does not meet the requirements of the Construction Documents; and, order removal and replacement of such work.
- H. Review progress estimates of work performed and invoiced by Contractor. Within **three (3) business days** of receipt, submit written reviews to County.
- I. Coordinate Texas Accessibility Standards (TAS) Inspection to be concurrent with Substantial Completion Inspection.
- J. Accompany County on Substantial Completion Inspection with appropriate staff and affiliates. Prepare a punch list of items needing correction. After Contractor has performed the required corrections, notify County in writing that the contract has been performed in general conformance with the plans and specifications and is ready for Final Inspection.

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

Phase VII – PROJECT CLOSE-OUT – Final Inspection and Document Review:

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

- A. Accompany County on Final Inspection to determine if construction has been completed in general accordance with the Contract Documents.
- B. Review warranties, guarantees, bonds, equipment operating instructions, and similar deliverables to verify receipt, and general conformance to requirements of the Contract.
- C. After determining that the general requirements of the Plans and Specifications have been met, certify and approve Contractor's Final Application for Payment.
- D. Upon completion of construction and prior to the request for final payment, make changes in the original REVIT or model CAD files of the Project to show changes made and noted by Contractor of the work and final location of the mechanical service lines and outlets including outside utilities. Develop project Record Construction Drawings and Specifications.
- E. Provide deliverables in accordance with County's Design Submittal Guidelines.

ATTACHMENT B

FEE SCHEDULE

This schedule indicates fees by Phase of the Additional Fee:		\$ 28,749	100%
100%	Parkhill	\$ 28,749	
Phases I-II - DESIGN DEVELOPMENT		\$ 4,000	14%
	Parkhill	\$ 4,000	
Phase III - CONSTRUCTION DOCUMENTS		\$ 10,000	35%
	Parkhill	\$ 10,000	
Phases IV-V - REGULATORY REVIEW AND PERMITS		\$ 2,000	7%
	Parkhill	\$ 2,000	
Phase VI - CONSTRUCTION ADMINISTRATION		\$ 10,749	37%
	Parkhill	\$ 10,749	
Phase VII - PROJECT CLOSE-OUT		\$ 2,000	7%
	Parkhill	\$ 2,000	

ATTACHMENT C

PRODUCTION SCHEDULE

A/E agrees to complete the professional design services called for in **Attachment A** of this Supplemental Agreement within **Two Hundred Forty (240) calendar days** from the date of this Supplemental 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.

Supplemental Agreement Execution Date **06/07/22**

Phases I-II - DESIGN DEVELOPMENT

60% Plans, Specifications and Estimate deliverables	06/21/22
County written authorization to proceed to next phase	06/21/22

Phase III - CONSTRUCTION DOCUMENTS

Complete Plans, Specifications and Estimate deliverables	07/21/22
County written authorization to proceed to next phase	08/02/22

Phase IV-V - REGULATORY REVIEW AND PERMITS

Sealed Plans and Specifications and Estimate deliverables to County	08/09/22
Plans submittal to TDLR and Permit application submittal to City	08/16/22
Construction Permits received from City	09/15/22

Phase VI - CONSTRUCTION ADMINISTRATION

Contractor Notice to Proceed	09/29/22
Construction Substantial Completion	10/28/22

Phase VII - PROJECT CLOSE-OUT

Record Documents deliverables	11/11/22
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Supplemental Agreement Termination Date

02/02/23

Commissioners Court - Regular Session**22.****Meeting Date:** 06/28/2022

Authorize issuing IFB #22IFB127 Cross Culvert Replacements for Road and Bridge Department

Submitted For: Joy Simonton**Submitted By:** Gretchen Glenn, Purchasing**Department:** Purchasing**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for Cross Culvert Replacements, under IFB #22IFB127.

Background

Williamson County is seeking qualified contractors to provide materials, experienced construction crews and equipment to construct Cross Culvert Replacements throughout Precinct #4 of Williamson County. Budgeted amount: \$1,011,295.00. Funding source: 01.0200.0210.3599. Terron Evertson is the point of contact.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review**Inbox**

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Gretchen Glenn
Final Approval Date: 06/23/2022

Reviewed By

Joy Simonton
Becky Pruitt

Date

06/22/2022 09:32 PM
06/23/2022 08:32 AM
Started On: 06/20/2022 11:43 AM

Commissioners Court - Regular Session**23.****Meeting Date:** 06/28/2022

Approval of Ratification of Purchase Order for Emergency Fence Repair at Florence Radio Tower with Barrier Fence LLC for Facilities Management

Submitted For: Joy Simonton**Submitted By:** Stephanie Robles, Purchasing**Department:** Purchasing**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider, and take appropriate action on ratifying the Purchase Order to Barrier Fence LLC for emergency fence replacement and guard rail repair at Florence Radio Tower, in the amount of \$12,300.00, and exempting this purchase from competitive bidding requirements per TX. Local Government Code Discretionary Exemptions 262.024 (a)(3) [an item necessary because of unforeseen damage to public property].

Background

The Facilities Management Department submitted requisition #129199 for Barrier Fence LLC for emergency fence replacement and guard rail repair at Florence Radio Tower located at 1000 FM 970, Florence, TX 76527. The work consists of demo of existing fence, replacing 80' LF of 6' tall commercial grade fencing, demo of existing guard rail and replacing 80' of TxDot style guard rail. This expenditure will be charged to line item 01.0100.0581.004505. The point of contact is Nathan Pearl.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Proposal

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Stephanie Robles

Final Approval Date: 06/23/2022

Reviewed By

Joy Simonton

Becky Pruitt

Date

06/22/2022 08:55 PM

06/23/2022 08:38 AM

Started On: 06/22/2022 11:32 AM



BARRIER FENCE

Securing Your Future
402A W. Palm Valley Blvd., Suite #181
Round Rock, Texas 78664
PH: 512.709.8467 FAX: 512.310.8307
www.BarrierFence.com
Member – Better Business Bureau

Williamson County Sheriff's Dept

Date: 06-20-2022

Customer: Williamson County Sherriff Dept
Nathan Pearl
[REDACTED]
npearl@wilco.org

Project: Emergency Fence Repair

Bid Details: Fence Proposal for Barrier Fence LLC to Furnish and Install Below Detailed Line Items.

Fence Replacement:

80' - 6' Tall +1 Fence commercial grade
80' - Demo Existing Fence

TOTAL: \$8,400.00

80' - TxDot Style Guard Rail
80' - Demo Existing Guard Rail

TOTAL: \$3,900.00

TOTAL: \$12,300.00

Project Inclusions:

1. 1-Year Warranty on Material
2. 1-year warranty on workmanship against defects
3. Labor and machinery as needed
4. Hotel as needed
5. Staking of fence line
6. All Applicable Insurances
7. Payments Terms: Net30
8. Pricing Valid for 15 Days from Above Date


Project Exclusions:

1. Labor and Material Tax
2. Surveying
3. Utility Scanning if required
4. Grounding of fence, gates, and operators
5. Core drilling
6. Bonding
7. Engineered Drawings
8. All Grading and clearing of Fence Line
9. All Electrical Wiring, boxes, and associated work

QUALIFICATIONS AND LIMITATIONS

- A. The terms and conditions on page 2 of this Proposal are an essential part of this Proposal and are expressly incorporated herein for all purposes. This Proposal is submitted to **Williamson County**, (referred to herein as "Customer"). It may not be assigned or transferred for the benefit of any other person or entity without Barrier's express written consent.
- B. Notwithstanding anything in Customer's bid documents, terms and conditions, contracts or agreements with third parties, or any other documents, acceptance of this Proposal constitutes acceptance of these clarifications, qualifications and limitations, each of which shall be binding on Customer.
- C. This Proposal is made on the condition that it may be accepted by Customer only by notice to Barrier that Customer wishes to accept Barrier's Proposal, either by its signature below or by verbal or written authorization otherwise communicated to Barrier. This Proposal is valid for thirty (30) calendar days, after which it shall be considered void and revoked.
- D. Any work performed by Barrier prior to acceptance and execution of this Proposal shall be paid for and governed by the pricing and qualifications set out in this Proposal, and for those purposes this Proposal supersedes and replaces any prior oral or written estimates and/or agreements and/or negotiations between the parties.
- E. Pricing supplied in this Proposal is a total "package" price based upon the entire scope of work presented by Client. It is not subject to division or partial acceptance in any way. Where unit prices have been used, those unit prices are likewise not subject to individual acceptance, division or recalculation.
- F. Upon issuance of additional information or drawings, Barrier reserves the right to review any such information and revise its pricing.
- G. Pricing is based on current labor rates in the area for qualified craftsmen. If, at the discretion of Barrier, a raise in the pay scale at any time during the project is necessary in order to maintain a qualified labor force, the additional cost (plus burden) shall be a reimbursable cost, invoiced monthly.
- H. Where the price of materials, equipment, fuel, or energy increases significantly at any time during the project through no fault of Barrier, all cost resulting from such price increases shall be equitably adjusted by change order.
- I. Customer shall ensure that i) no overhead obstruction (e.g., without limitation, trees, poles, power lines, telephone lines, etc.) shall interfere with Barrier's ability to carry out its work, and ii) no surface or subsurface obstruction or differing site condition (e.g., without limitation, floors slabs, rubble, buried objects, etc.) shall interfere with Barrier's ability to carry out its work.
- J. Payment terms are thirty (30) days maximum, monthly invoicing with no retainage withheld.
- K. This Proposal expressly excludes: i) taxes on sales and materials; ii) all grounding of fence; iii) all electrical; iv) all access control; v) all tree clearing; and vi) all bonding.

By affixing its signature below, Customer represents its acceptance of this Proposal and agreement and consent to all terms, conditions, qualifications, and exclusions set forth herein or in the attached Terms & Conditions:

By:  SALES
Name: _____ Title: _____

By: _____
Name: _____ Title: _____

Date: 6-21-2022

Date: _____

Thank you,

Dwayne Drury
Barrier Fence LLC - Securing Your Future
402A W. Palm Valley Blvd. Suite #181
Round Rock, Texas 78664
Cell: 512.516-1455
Ph: 512.709.8467
Fax: 512.310.8307
dwayne@BarrierFence.com
www.BarrierFence.com

PO#: _____

TERMS AND CONDITIONS

1. **Entire Agreement.** This Proposal (alternatively referred to in these Terms and Conditions as the "Agreement") constitutes the entire agreement between the parties with respect to the subject matter herein. NO ALTERATIONS, CHANGES, OR ADDITIONS SHALL BE MADE TO THIS AGREEMENT WITHOUT SUBCONTRACTOR'S EXPRESS APPROVAL IN WRITING.
2. **Insurance Limits.** Barrier shall provide and maintain insurance coverage consistent with the Certificate of Insurance attached hereto as Exhibit "A."
3. **Release and Waiver.** Customer hereby releases Barrier from any and all claims or causes of action whatsoever which Customer might now or hereafter possess resulting in or from or in any way connected with any loss covered by insurance, whether required herein or not. **THE FOREGOING RELEASE AND WAIVER APPLY EVEN IF THE LOSS OR DAMAGE IS CAUSED IN WHOLE OR IN PART BY THE FAULT OR NEGLIGENCE OF SUBCONTRACTOR.**
4. **Compensation.** As consideration of Barrier's performance of the Work, Customer shall timely and faithfully pay to Barrier the Total Base Bid Amount reflected on page 1 of the Proposal (the "Contract Sum").
5. **Payment Procedure.** Barrier shall submit monthly invoices for Work completed and/or material stored. Customer shall pay Barrier in accordance with the terms of this Agreement, but in no event later than thirty (30) days after Customer's receipt of each invoice.
6. **Customer's Failure to Pay.** Customer's obligation to make timely payments of amounts due as set forth herein is a material term of this Agreement. Should Customer fail to timely pay Barrier as set forth herein, Barrier may, in addition to any other remedies herein or at law, after ten (10) days' notice, stop or suspend its Work until payment for all outstanding sums is received, all associated costs being charged to Customer. In the event of stoppage or suspension of Work due to Customer's nonpayment, Barrier shall be entitled to an extension of time and reimbursement for any demobilization and/or remobilization costs.
7. **Time of Performance.** The time limits or delivery and installation dates set forth in the Agreement are estimates only. Barrier makes no guarantee as to the time required to complete the Work, and Customer shall not be entitled to any damages or other compensation for delay, including without limitation liquidated damages, regardless of cause.
8. **Change Orders.** Barrier shall not be required to perform additional or changed work absent an agreed and executed change order. Provided, however, and notwithstanding anything herein to the contrary, in the event Customer issues a verbal/unwritten directive or instruction to Barrier for the completion of additional or changed work, and to the extent Barrier performs such work based upon Customer's direction despite the lack of an executed change order, Barrier shall be entitled to equitable adjustment of the Contract Sum and an extension of time for performance of the Work.
9. **Limited Warranty.** For a period of one (1) year, Barrier warrants the materials and equipment incorporated in Barrier's Work shall be of the quality and grade required or permitted by this Agreement and the Work shall be performed in a good and workmanlike manner. The warranty obligations expressed herein are exclusive and in lieu of all other warranties, whether express or implied. ALL IMPLIED WARRANTIES ARE HEREBY DISCLAIMED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
10. **Variations and Tolerances.** Equipment and materials installed as part of the Work shall be subject to tolerances and variations consistent with those generally accepted and customary in the industry and regular practices concerning dimension, weight, composition, mechanical properties and quality.
11. **Waiver of Consequential Damages.** IN NO EVENT SHALL SUBCONTRACTOR BE LIABLE FOR ANY LOSS OF OR DAMAGE TO REVENUES, PROFITS OR GOODWILL OR FOR OTHER SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING DAMAGES ARISING FROM DELAY, REGARDLESS OF CAUSE, ARISING OUT OF OR RELATED IN ANY WAY TO THIS AGREEMENT, EVEN IF CAUSED BY SUBCONTRACTOR'S BREACH OF CONTRACT OR BREACH OF WARRANTY, AND EVEN IF SUBCONTRACTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. "Consequential Damages" as used herein includes without limitation damages incurred for rental expenses, loss of financing, lost profits, loss of use, loss of business or reputation, lost opportunity, and lost productivity.
12. **Limitation of Damages.** NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE MAXIMUM AGGREGATE AMOUNT OF MONEY DAMAGES FOR WHICH SUBCONTRACTOR MAY BE LIABLE UNDER THIS AGREEMENT, RESULTING FROM ANY CAUSE WHATSOEVER, SHALL BE LIMITED TO THE LESSER OF (1) THE REASONABLE COST TO CORRECT THE DEFECTS IN THE WORK; OR (2) THE TOTAL AMOUNTS ACTUALLY PAID TO SUBCONTRACTOR UNDER THIS AGREEMENT. ANY LEGAL ACTION FOR BREACH OF THIS CONTRACT INCLUDING, WITHOUT LIMITATION, THE FOREGOING WARRANTY, MUST BE COMMENCED WITHIN TWENTY-FIVE (25) MONTHS AFTER THE EXPIRATION OF THE WARRANTY PERIOD ESTABLISHED IN PARAGRAPH 5.1, ABOVE. THIS LIMITATION SHALL NOT BE EXTENDED BY THE LATENT NATURE OF ANY DEFECT OR OTHER BREACH.
13. **No Responsibility for Design.** The Parties expressly acknowledge and agree Barrier's work involves the procurement and installation of materials and/or equipment in accordance with plans or designs furnished by others over whom Barrier has no control. Accordingly, Barrier shall have no liability or obligation with respect to design other than the limited obligation to ensure installation of its Work substantially conforms to the design(s) provided by Customer or others with whom Customer has contracted. Barrier expressly disclaims liability for any errors, omissions, inconsistencies, or other defects in such design(s).
14. **Customer-Provided Information.** Barrier shall be entitled to rely upon any and all information supplied by or on behalf of Customer.
15. **No Liability for Site Conditions.** Barrier has made no investigation or inspection of the site upon which the Work is to be performed and makes no representations with respect thereto.
16. **Governing Law.** This Agreement shall be governed by the laws of the State of Texas. Venue for any formal dispute resolution, including but not limited to litigation, shall be exclusively in Williamson County, Texas. Any dispute hereunder shall at Barrier's sole election be submitted to binding arbitration with venue in Williamson County, Texas in accordance with the Construction Industry Rules of the American Arbitration Association. Any judgment upon the award may be entered by any court having jurisdiction and this clause shall be enforceable pursuant to the Federal Arbitration Act. The prevailing party shall be entitled to recover its reasonable attorneys' fees, expenses, and costs, as determined by the arbitrator.
17. **Severability.** If any term or provision of this Agreement is found to be unenforceable, for any reason, in litigation, arbitration, or other forum for binding dispute resolution, that term or provision shall be deemed to be deleted from this Agreement and all remaining terms and provision are to remain in full force and effect.
18. **No Third-Party Beneficiaries.** The only parties to this Agreement are Customer and Barrier. There are no third-party beneficiaries.
19. **Notices.** All notices required to be given hereunder shall be given in writing and shall be delivered by certified mail, postage prepaid, return receipt requested, to the addresses of the parties reflected on page 1 of the Proposal.
20. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.
21. **Captions.** The paragraph headings and captions and arrangement of paragraphs and concepts are intended for the convenience of the parties, and do not in any way modify, alter, limit or amend the terms and conditions of this Agreement. Words of singular tense shall be deemed to include the plural and vice versa unless specifically stated otherwise or required in the context where used.
22. **No Waiver of Sovereign Immunity or Powers:** Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity or powers of Customer, the Williamson County Commissioners Court, or the Williamson County Judge.
23. **Texas Law Applicable to Indemnification:** All indemnifications or limitations of liability or statutes of limitations shall be to the extent authorized under Texas law and shall follow Texas law without modifying the Customer's rights.
24. **Termination for Convenience:** This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving ten (10) days written notice thereof. In the event of termination, Customer will only be liable for its pro rata share of services rendered and goods actually received.
25. **Texas Prompt Payment Act Compliance:** Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date Customer receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by Customer in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Customer's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.
26. **Mediation:** The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Contract.
27. **Venue and Governing Law:** Venue of this contract shall be Williamson County, Texas, and the law of the State of Texas shall govern.

Commissioners Court - Regular Session**24.****Meeting Date:** 06/28/2022

Accept Corrected Bid Form to IFB #22IFB102 Contract Mowing for County Right of Way for Road and Bridge Department

Submitted For: Joy Simonton**Submitted By:** Gretchen Glenn, Purchasing**Department:** Purchasing**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider, and take appropriate action on accepting the corrected bid form for IFB #22IFB102 Contract Mowing for County Right of Way, originally awarded on Commissioners Court agenda on 05.31.2022 under agenda item #37.

Background

Williamson County Commissioners Court originally approved and awarded on May 31, 2022 agenda item #37, the IFB #22IFB102 for Contract Mowing for County Right of Way to the lowest and best bidder, RHB Construction, Inc., in the amount of \$233,752.60. The actual amount submitted was for \$248,752.60 but due to a typo when saving the document, the first line of the bid was altered causing a discrepancy. RHB Construction, Inc., remains the lowest and best bidder. Attached is the corrected bid form. Department Contact: James Williams.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Revised Bid Form

Form Review**Inbox**

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Gretchen Glenn
Final Approval Date: 06/23/2022

Reviewed By

Joy Simonton
Becky Pruitt

Date

06/22/2022 08:20 PM
06/23/2022 08:29 AM
Started On: 06/10/2022 11:41 AM

BID FORM - CONTRACT MOWING**Williamson County****5/18/2022****22IFB102****RHB Construction Bid Form - CONTRACT MOWING**

ITEM #	DESCRIPTION	UNIT	ESTIMATED QTY	UNIT PRICE	TOTAL
500-A	MOBILIZATION (EACH MOWING CYCLE)	EA	3	\$ 5,000.00	\$ 15,000.00
730-A	ROADSIDE MOWING (MOWING CYCLE)	CENTER LINE MILE	469.2	\$ 478.00	\$ 224,277.60
730-B	ROADSIDE MOWING (INDIVIDUAL SITE MOWING)	CENTER LINE MILE	5	\$ 1,895.00	\$ 9,475.00
				PROJECT TOTAL	\$ 248,752.60

Estimated quantities assume three (3) mowing cycles; and ten (10) individual site mowings at 0.5 center line mile per site

Commissioners Court - Regular Session**25.****Meeting Date:** 06/28/2022

Authorize Issuing Advertisement for IFB #22IFB130 Fleet Vehicles FY23 - Countywide Departments

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 Purchasing Agent to advertise and receive sealed bids for Fleet Vehicles FY23 for various Williamson County Departments under IFB #22IFB130.

Background

Williamson County seeks to purchase thirty-seven (37) fleet vehicles. Schedule includes new and replacement vehicles. Funding Source: Various departmental funding sources as approved for the FY23 Budget. Department Contacts: Joy Simonton, Kevin Teller.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review**Inbox**

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Mary Watson
Final Approval Date: 06/23/2022

Reviewed By

Joy Simonton
Becky Pruitt

Date

06/22/2022 09:05 PM
06/23/2022 08:37 AM
Started On: 06/21/2022 02:04 PM

Commissioners Court - Regular Session**26.****Meeting Date:** 06/28/2022

Final plat for the Rancho Del Cielo Phase 1 subdivision – Pct 4

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

Information**Agenda Item**

Discuss, consider and take appropriate action on approval of the final plat for the Rancho Del Cielo Phase 1 subdivision – Precinct 4.

Background

This is the first section of the Rancho Del Cielo development. It consists of 221 single family lots, 5 open space/drainage lots, 8 landscape lots, 2 park lots, 1 lift station lot, and 8,133 feet of new public roads. Roadway and drainage construction are not yet complete but a financial security in the amount of \$2,306,862.30 has been posted with the County to cover the cost of the remaining construction.

Timeline

2022-04-01 – initial submittal of final plat

2022-04-29 – 1st review complete with comments

2022-06-10 – 2nd submittal of final plat

2022-06-21 – 2nd review complete with comments clear except completing construction

2022-06-22 – receipt of final plat with signatures

2022-06-23 – receipt of financial security for the remaining construction

2022-06-23 – final plat placed on the June 28, 2022 Commissioners Court agenda for consideration

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

final plat - Rancho Del Cielo Ph 1

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Adam Boatright

Final Approval Date: 06/23/2022

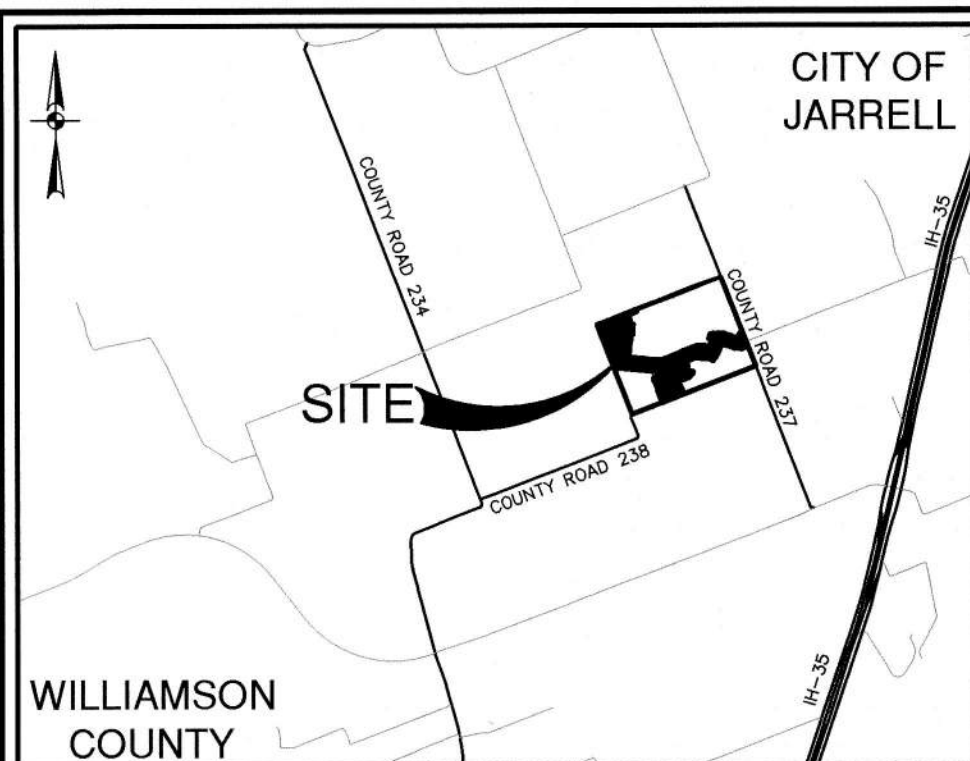
Reviewed By

Becky Pruitt

Date

06/23/2022 10:02 AM

Started On: 06/23/2022 09:34 AM



LOCATION MAP
1"=5000'

OWNER: KL LHB3 AIV LLC
 ADDRESS: C/O KENNEDY LEWIS INVESTMENT MANAGEMENT LLC
 111 WEST 33RD STREET, SUITE 1910
 NEW YORK, NY 10120

ACREAGE: 57.960 ACRES
 LOTS ACREAGE: 47.037 ACRES
 ROW ACREAGE: 10.923 ACRES

ENGINEER & SURVEYOR:
 PAPE-DAWSON ENGINEERS, INC.
 10801 N MOPAC EXPY.,
 BLDG. 3, SUITE 200
 AUSTIN, TX 78759
 (512) 454-8711 P

SURVEY: EDMOND PARSONS SURVEY
 ABSTRACT NO. 494

NUMBER OF BLOCKS: 15

SINGLE FAMILY LOTS: 221
 PARK LOTS: 2
 LIFT STATION: 1
 OPEN SPACE/DRAINAGE/
 WATER QUALITY LOTS: 2
 LANDSCAPE LOT: 8
 WATER QUALITY LOTS: 2
 OPEN SPACE/DRAINAGE LOT: 3
 ROW DEDICATION: 5
 TOTAL LOTS: 244

LINEAR FEET OF NEW STREETS: 8,133 LF

SUBMITTAL DATE: MARCH 31, 2022

BENCHMARK INFORMATION:

COMBINED SCALE FACTOR: 0.999851282120297

BM-120
 SET CHISELED SQUARE ON CONCRETE HEADWALL
 ON THE NORTH SIDE OF COUNTY ROAD 238
 GRID NORTHING: 10257996.4'
 GRID EASTING: 3141135.7'
 ELEVATION: 862.34'
 NAVD 88 (GEOID12A)

BM-122
 SET 5/8" IRON ROD WITH RED CAP
 GRID NORTHING: 10258437.1'
 GRID EASTING: 3139597.9'
 ELEVATION: 841.32'
 NAVD 88 (GEOID12A)

BUILDING SETBACKS	
FRONT STREET	25'
SIDE STREET	15'
REAR	10'
SIDE	5'

FINAL PLAT OF RANCHO DEL CIELO, PHASE 1

A 57.960 ACRE TRACT OF LAND BEING SITUATED IN THE EDMOND PARSONS SURVEY, ABSTRACT NO. 494, IN WILLIAMSON COUNTY, TEXAS, BEING OUT OF THE REMNANT PORTION OF A CALLED 198.487 ACRE TRACT, CONVEYED TO KL LHB3 AIV LLC, IN WARRANTY DEED RECORDED IN DOCUMENT NO. 2021181477 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

OWNER: JOHN S. DANEK &
 JACQUELINE DANEK
 A CALLED 101.91 ACRES
 DOC. NO. 2000084380 (O.P.R.)



SCALE: 1"=100'

LEGEND

DOC. NO.	DOCUMENT NUMBER
O.P.R.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
O.R.	OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
FD. I.R.	FOUND IRON ROD
R.O.W.	RIGHT OF WAY
VOL.	VOLUME
PG.	PAGE(S)
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
D.E.	DRAINAGE EASEMENT
B.L.	BUILDING LINE
LL	LANDSCAPE LOT
MFFE	MINIMUM FINISHED FLOOR ELEVATION (NAVD88)
(SURVEYOR)	FOUND 1/2" IRON ROD (UNLESS NOTED OTHERWISE)
	SET 1/2" IRON ROD (PD)
	BUILDING SETBACK LINE
	FEMA 1% ANNUAL CHANCE FLOODPLAIN
	1% ANNUAL CHANCE FLOODPLAIN PER PAPE-DAWSON STUDY

OWNER: KL LHB3 AIV LLC
 A REMNANT PORTION OF
 A CALLED 198.487 ACRES
 DOC. NO. 2021181477 (O.P.R.)

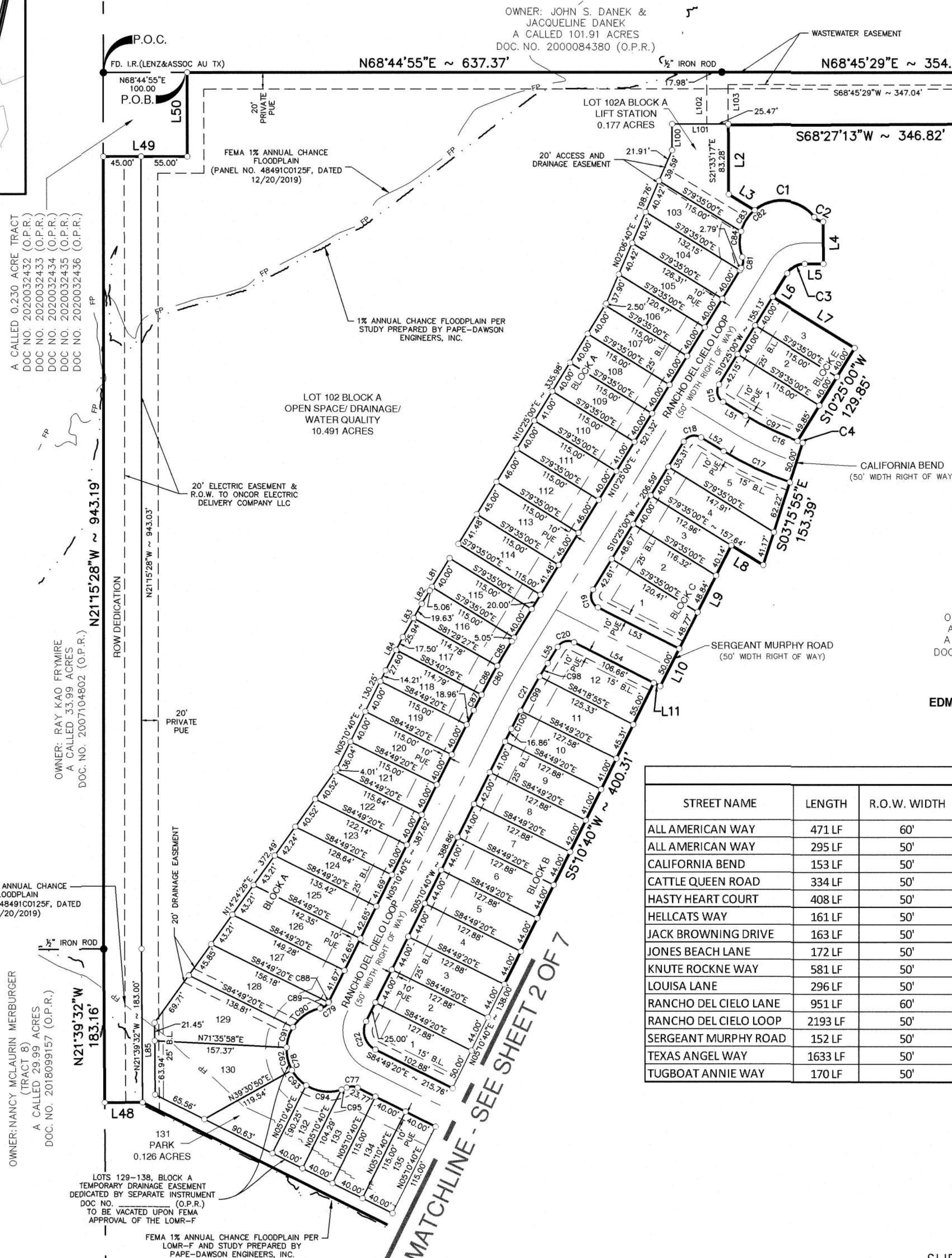
EDMOND PARSONS SURVEY
 ABSTRACT NO. 494

STREET DATA						
STREET NAME	LENGTH	R.O.W. WIDTH	PVMT. WIDTH	DESIGN SPEED	MAINTAINANCE AUTHORITY	CLASSIFICATION
ALL AMERICAN WAY	471 LF	60'	37' LOG - LOG	35 MPH	PUBLIC	COLLECTOR
ALL AMERICAN WAY	295 LF	50'	30' LOG - LOG	25 MPH	PUBLIC	LOCAL
CALIFORNIA BEND	153 LF	50'	30' LOG - LOG	25 MPH	PUBLIC	LOCAL
CATTLE QUEEN ROAD	334 LF	50'	30' LOG - LOG	25 MPH	PUBLIC	LOCAL
HASTY HEART COURT	408 LF	50'	30' LOG - LOG	25 MPH	PUBLIC	LOCAL
HELLCATS WAY	161 LF	50'	30' LOG - LOG	25 MPH	PUBLIC	LOCAL
JACK BROWNING DRIVE	163 LF	50'	30' LOG - LOG	25 MPH	PUBLIC	LOCAL
JONES BEACH LANE	172 LF	50'	30' LOG - LOG	25 MPH	PUBLIC	LOCAL
KNUTE ROCKNE WAY	581 LF	50'	30' LOG - LOG	25 MPH	PUBLIC	LOCAL
LOUISA LANE	296 LF	50'	30' LOG - LOG	25 MPH	PUBLIC	LOCAL
RANCHO DEL CIELO LANE	951 LF	60'	37' LOG - LOG	35 MPH	PUBLIC	COLLECTOR
RANCHO DEL CIELO LOOP	2193 LF	50'	30' LOG - LOG	25 MPH	PUBLIC	LOCAL
SERGEANT MURPHY ROAD	152 LF	50'	30' LOG - LOG	25 MPH	PUBLIC	LOCAL
TEXAS ANGEL WAY	1633 LF	50'	30' LOG - LOG	25 MPH	PUBLIC	LOCAL
TUGBOAT ANNIE WAY	170 LF	50'	30' LOG - LOG	25 MPH	PUBLIC	LOCAL

PAPE-DAWSON ENGINEERS

AUSTIN | SAN ANTONIO | HOUSTON | FORT WORTH | DALLAS
 10801 N MOPAC EXPY, BLDG 3, STE 200 | AUSTIN, TX 78759 | 512.454.8711
 TBPE FIRM REGISTRATION #470 | TBPLS FIRM REGISTRATION #10028801

SHEET 1 OF 7

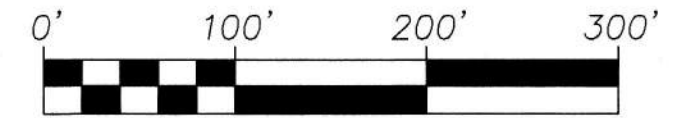


FINAL PLAT
OF
RANCHO DEL CIELO, PHASE 1

A 57.960 ACRE TRACT OF LAND BEING SITUATED IN THE EDMOND PARSONS SURVEY, ABSTRACT NO. 494, IN WILLIAMSON COUNTY, TEXAS, BEING OUT OF THE REMNANT PORTION OF A CALLED 198.487 ACRES TRACT, CONVEYED TO KL LHB3 AIV LLC, IN WARRANTY DEED RECORDED IN DOCUMENT NO. 2021181477 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

OWNER: KL LHB3 AIV LLC
A REMNANT PORTION OF
A CALLED 198.487 ACRES
DOC. NO. 2021181477 (O.P.R.)

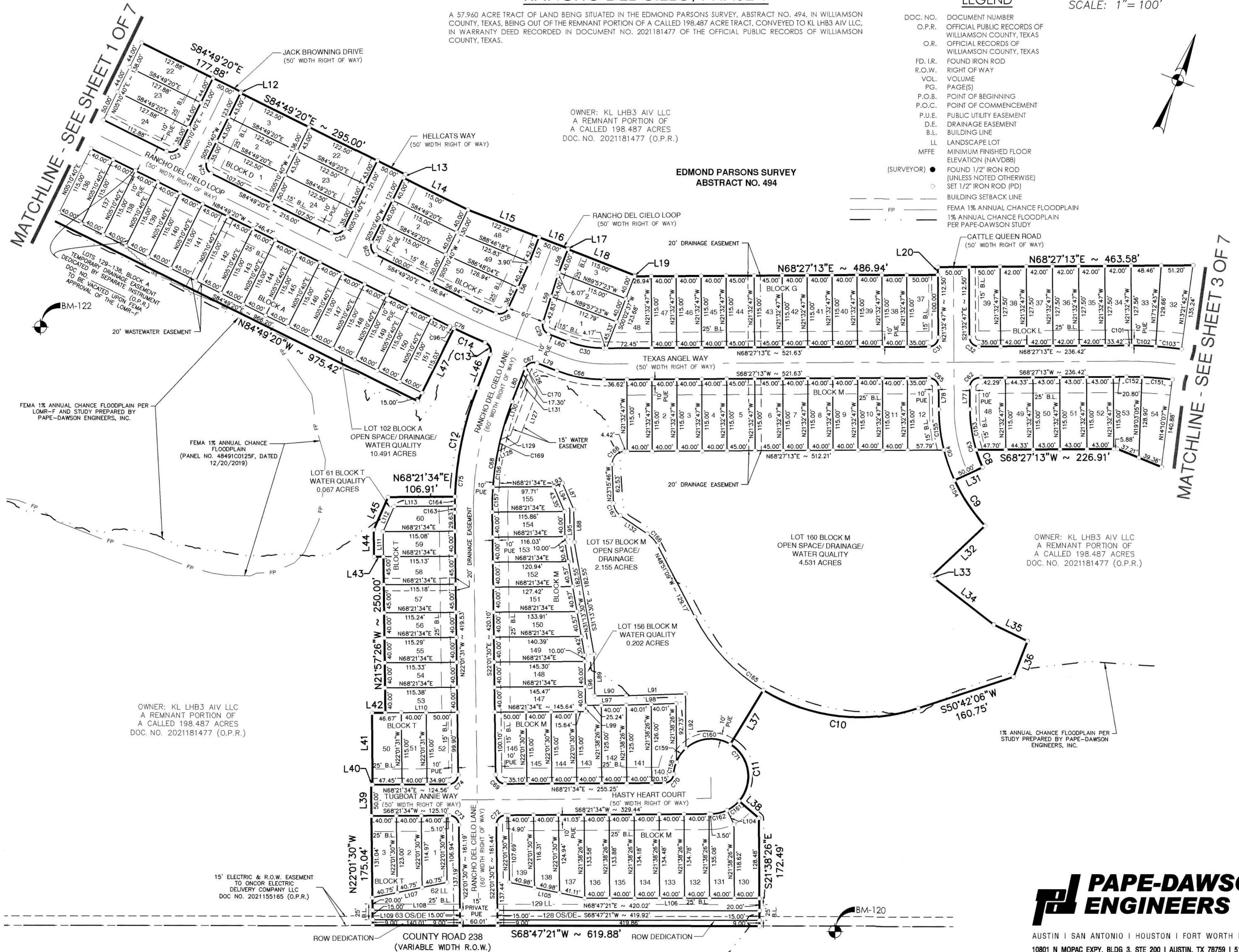
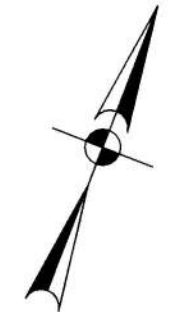
EDMOND PARSONS SURVEY
ABSTRACT NO. 494



SCALE: 1" = 100'

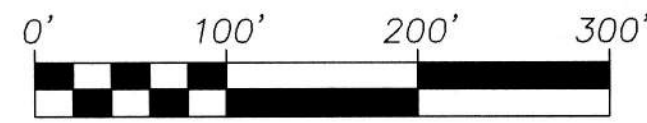
LEGEND

- DOC. NO. DOCUMENT NUMBER
O.P.R. OFFICIAL PUBLIC RECORDS OF
WILLIAMSON COUNTY, TEXAS
O.R. OFFICIAL RECORDS OF
WILLIAMSON COUNTY, TEXAS
FD. I.R. FOUND IRON ROD
R.O.W. RIGHT OF WAY
VOL. VOLUME
PG. PAGE(S)
P.O.B. POINT OF BEGINNING
P.O.C. POINT OF COMMENCEMENT
P.U.E. PUBLIC UTILITY EASEMENT
D.E. DRAINAGE EASEMENT
B.L. BUILDING LINE
LL LANDSCAPE LOT
MFFE MINIMUM FINISHED FLOOR
ELEVATION (NAVD88)
(SURVEYOR) FOUND 1/2" IRON ROD
(UNLESS NOTED OTHERWISE)
SET 1/2" IRON ROD (PD)
BUILDING SETBACK LINE
FEMA 1% ANNUAL CHANCE FLOODPLAIN
1% ANNUAL CHANCE FLOODPLAIN
PER PAPE-DAWSON STUDY



FINAL PLAT
OF
RANCHO DEL CIELO, PHASE 1

A 57.960 ACRE TRACT OF LAND BEING SITUATED IN THE EDMOND PARSONS SURVEY, ABSTRACT NO. 494, IN WILLIAMSON COUNTY, TEXAS, BEING OUT OF THE REMNANT PORTION OF A CALLED 198.487 ACRES TRACT, CONVEYED TO KL LHB3 AIV LLC, IN WARRANTY DEED RECORDED IN DOCUMENT NO. 2021181477 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.



SCALE: 1" = 100'

OWNER: KL LHB3 AIV LLC
A REMNANT PORTION OF
A CALLED 198.487 ACRES
DOC. NO. 2021181477 (O.P.R.)

JONES BEACH LANE
(50' WIDTH RIGHT OF WAY)

TEXAS ANGEL WAY
(50' WIDTH RIGHT OF WAY)

LOUISA LANE
(50' WIDTH RIGHT OF WAY)

LOUISA LANE
(50' WIDTH RIGHT OF WAY)

COUNTY ROAD 310
(VARIABLE WIDTH R.O.W.)

COUNTY ROAD 237
(VARIABLE WIDTH R.O.W.)

LEGEND

- DOC. NO. DOCUMENT NUMBER
O.P.R. OFFICIAL PUBLIC RECORDS OF
WILLIAMSON COUNTY, TEXAS
O.R. OFFICIAL RECORDS OF
WILLIAMSON COUNTY, TEXAS
FD. I.R. FOUND IRON ROD
R.O.W. RIGHT OF WAY
VOL. VOLUME
PG. PAGE(S)
P.O.B. POINT OF BEGINNING
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P.U.E. PUBLIC UTILITY EASEMENT
D.E. DRAINAGE EASEMENT
B.L. BUILDING LINE
LL LANDSCAPE LOT
MFFE MINIMUM FINISHED FLOOR
ELEVATION (NAVD88)
(SURVEYOR) ● FOUND 1/2" IRON ROD
(UNLESS NOTED OTHERWISE)
○ SET 1/2" IRON ROD (PD)
--- BUILDING SETBACK LINE
--- FP FEMA 1% ANNUAL CHANCE FLOODPLAIN
--- 1% ANNUAL CHANCE FLOODPLAIN
--- PER PAPE-DAWSON STUDY

COUNTY ROAD 238
(VARIABLE WIDTH R.O.W.)

LINE TABLE		
LINE #	BEARING	LENGTH
L1	S21°17'54"E	61.35'
L2	S21°32'47"E	82.08'
L3	S79°35'00"E	36.42'
L4	S21°32'47"E	50.05'
L5	S68°27'13"W	22.29'
L6	S10°25'00"W	32.98'
L7	S79°35'00"E	115.00'
L8	N79°35'00"W	44.68'
L9	S05°37'05"W	137.75'
L10	S05°41'05"W	50.00'
L11	N84°18'55"W	8.58'
L12	S05°10'40"W	2.00'
L13	S05°10'40"W	6.00'
L14	S84°49'20"E	115.00'
L15	N89°53'35"E	122.22'
L16	S89°57'23"E	50.00'
L17	S00°02'37"W	1.06'
L18	S89°57'23"E	115.00'
L19	S00°02'37"W	1.66'
L20	N21°32'47"W	12.50'
L21	S74°45'01"E	128.04'
L22	N25°39'16"E	135.94'
L23	N21°59'02"E	50.00'
L24	S79°09'08"E	56.52'
L25	N04°06'56"E	29.13'
L26	N20°33'59"E	5.40'
L27	N07°23'48"W	19.02'
L28	N11°23'47"E	1.32'
L29	S20°33'59"W	10.15'
L30	N60°44'37"W	8.98'
L31	S44°03'00"W	50.00'
L32	S25°37'46"W	115.97'
L33	S59°04'21"E	7.14'
L34	S73°34'21"E	119.35'
L35	S85°18'03"E	60.13'
L36	S00°00'00"E	61.44'
L37	S10°03'13"W	101.44'
L38	S70°28'34"E	41.82'
L39	N21°38'26"W	50.00'
L40	N68°21'34"E	2.22'
L41	N21°38'26"W	115.00'
L42	N68°21'34"E	21.25'
L43	S68°21'34"W	15.00'
L44	N21°57'26"W	43.19'
L45	N02°41'28"E	56.86'
L46	N00°02'37"E	57.38'
L47	S05°10'40"W	130.03'
L48	S68°20'28"W	45.00'
L49	N68°44'55"E	100.00'
L50	N21°15'28"W	100.00'
L51	S79°35'00"E	31.52'
L52	N79°35'00"W	31.52'
L53	S84°18'55"E	108.62'
L54	N84°18'55"W	115.24'
L55	S10°25'00"W	22.83'
L56	N03°46'28"E	76.84'
L57	N00°02'37"E	46.66'
L58	S00°02'37"W	47.13'
L59	S03°41'15"E	76.84'
L60	S89°57'23"E	34.09'
L61	N64°20'44"W	96.89'
L62	S64°20'44"E	87.29'
L63	S77°54'54"E	89.41'
L64	S69°40'37"E	36.56'
L65	N20°33'59"E	83.29'
L66	S20°33'59"W	83.29'

LINE TABLE		
LINE #	BEARING	LENGTH
L67	S69°40'37"E	40.06'
L68	N68°20'05"E	26.48'
L69	S68°20'05"W	26.30'
L70	N69°40'37"W	40.06'
L71	S20°33'59"W	85.62'
L72	N20°33'59"E	85.62'
L73	N69°40'37"W	36.56'
L74	N77°54'54"W	86.97'
L75	S60°44'37"E	106.86'
L76	N60°44'37"W	116.04'
L77	S21°32'47"E	35.03'
L78	N21°32'47"W	35.03'
L79	N89°57'23"W	34.09'
L80	S00°02'37"W	56.95'
L81	N10°25'00"E	45.06'
L82	N09°57'22"E	18.32'
L83	N08°21'02"E	45.56'
L84	N06°05'05"E	45.10'
L85	N21°39'32"W	85.39'
L86	S21°29'29"E	119.89'
L87	S44°19'10"E	46.27'
L88	S22°16'01"E	51.74'
L89	S22°16'01"E	66.34'
L90	N68°21'34"E	50.22'
L91	N66°55'39"E	95.22'
L92	S21°38'26"E	87.54'
L93	N45°40'50"E	15.00'
L94	N44°19'10"W	43.35'
L95	N22°16'01"W	50.00'
L96	N22°16'01"W	80.00'
L97	N68°21'34"E	65.24'
L98	N66°55'39"E	80.02'
L99	N22°16'01"W	10.00'
L100	N21°15'05"W	30.94'
L101	N68°47'35"E	67.01'
L102	N21°19'28"W	61.98'
L103	S21°33'17"E	47.00'
L104	N47°30'32"W	25.00'
L105	S80°30'28"W	123.06'
L106	S68°47'21"W	280.01'
L107	N56°59'20"E	122.24'
L108	S68°47'21"W	140.01'
L109	S68°47'21"W	140.01'
L110	N68°21'34"E	115.43'
L111	N21°57'26"W	40.00'
L112	N02°41'28"E	43.90'
L113	N68°21'34"E	96.83'
L114	S69°26'01"E	10.00'
L115	S24°33'19"E	44.01'
L116	N20°19'23"E	10.00'
L117	S20°19'23"W	10.00'
L118	N65°26'41"E	44.62'
L119	S69°26'01"E	10.00'
L120	N69°26'01"W	10.00'
L121	N26°45'42"W	38.45'
L122	S20°19'23"W	10.00'
L123	N20°19'23"E	10.00'
L124	S67°39'04"W	39.07'
L125	N69°26'01"W	10.00'
L126	N44°57'20"W	44.53'
L127	N00°00'00"E	86.33'
L128	N45°00'00"E	35.00'
L129	N45°00'00"E	17.85'
L130	N00°00'00"E	73.91'
L131	N44°57'20"W	23.91'
L132	N77°17'20"W	52.08'

**PAPE-DAWSON
ENGINEERS**

AUSTIN | SAN ANTONIO | HOUSTON | FORT WORTH | DALLAS
10801 N MOPAC EXPY, BLDG 3, STE 200 | AUSTIN, TX 78759 | 512.454.8711
TBPE FIRM REGISTRATION #470 | TBPLS FIRM REGISTRATION #10028801

FINAL PLAT
OF
RANCHO DEL CIELO, PHASE 1

A 57.960 ACRE TRACT OF LAND BEING SITUATED IN THE EDMOND PARSONS SURVEY, ABSTRACT NO. 494, IN WILLIAMSON COUNTY, TEXAS, BEING OUT OF THE REMNANT PORTION OF A CALLED 198.487 ACRE TRACT, CONVEYED TO KL LHB3 AIV LLC, IN WARRANTY DEED RECORDED IN DOCUMENT NO. 2021181477 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

CURVE TABLE					
CURVE #	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C1	50.00'	091°25'32"	N74°45'39"E	71.58'	79.78'
C2	15.00'	047°24'13"	S83°13'42"E	12.06'	12.41'
C3	25.00'	058°02'13"	S39°26'06"W	24.25'	25.32'
C4	325.00'	001°08'59"	N87°40'39"E	6.52'	6.52'
C5	575.00'	003°41'41"	N66°10'08"W	37.07'	37.08'
C6	625.00'	005°51'15"	N70°56'35"W	63.83'	63.86'
C7	975.00'	001°03'46"	N03°49'50"E	18.09'	18.09'
C8	225.00'	007°37'11"	S42°08'24"E	29.90'	29.92'
C9	275.00'	018°25'14"	S55°09'37"E	88.03'	88.41'
C10	298.00'	049°45'16"	S75°10'35"W	250.72'	258.78'
C11	60.00'	099°41'52"	S30°05'51"E	91.72'	104.40'
C12	530.00'	019°19'31"	N09°37°09"W	177.92'	178.76'
C13	15.00'	088°20'26"	N44°07'37"W	20.90'	23.13'
C14	1025.00'	003°04'02"	N86°45'49"W	54.86'	54.87'
C15	15.00'	090°00'00"	S34°35'00"E	21.21'	23.56'
C16	325.00'	013°18'51"	S86°14'25"E	75.35'	75.52'
C17	375.00'	013°21'47"	N86°15'54"W	87.26'	87.46'
C18	15.00'	090°00'00"	S55°25'00"W	21.21'	23.56'
C19	15.00'	094°43'55"	S36°56'57"E	22.07'	24.80'
C20	15.00'	085°16'05"	S53°03'03"W	20.32'	22.32'
C21	975.00'	005°14'20"	S07°47'50"W	89.12'	89.15'
C22	25.00'	090°00'00"	S39°49'20"E	35.36'	39.27'
C23	15.00'	090°00'00"	N50°10'40"E	21.21'	23.56'
C24	15.00'	090°00'00"	S39°49'20"E	21.21'	23.56'
C25	15.00'	090°00'00"	N50°10'40"E	21.21'	23.56'
C26	15.00'	090°00'00"	S39°49'20"E	21.21'	23.56'
C27	975.00'	003°20'12"	S86°29'26"E	56.77'	56.78'
C28	15.00'	091°47'52"	N45°56'32"E	21.54'	24.03'
C29	15.00'	090°00'00"	S44°57'23"E	21.21'	23.56'
C30	155.00'	021°35'24"	N79°14'55"E	58.06'	58.41'
C31	15.00'	090°00'00"	N23°27'13"E	21.21'	23.56'
C32	15.00'	090°00'00"	S66°32'47"E	21.21'	23.56'
C33	625.00'	044°27'28"	S89°19'03"E	472.89'	484.96'
C34	15.00'	087°15'25"	N69°16'59"E	20.70'	22.84'
C35	975.00'	004°36'42"	N23°20'55"E	78.46'	78.48'
C36	15.00'	085°23'18"	N21°39'05"W	20.34'	22.35'
C37	625.00'	003°40'14"	S66°10'51"E	40.03'	40.04'
C38	15.00'	099°25'26"	N65°56'33"E	22.88'	26.03'
C39	975.00'	012°55'53"	N09°45'54"E	219.59'	220.05'
C40	1025.00'	004°49'43"	S05°42'49"W	86.36'	86.38'
C41	15.00'	086°02'34"	S34°53'37"E	20.47'	22.53'
C42	495.00'	008°14'17"	S73°47'46"E	71.11'	71.17'
C43	15.00'	057°46'09"	N81°26'18"E	14.49'	15.12'
C44	60.00'	025°46'54"	N65°26'41"E	26.77'	27.00'
C45	15.00'	057°46'09"	N49°27°04"E	14.49'	15.12'
C46	15.00'	057°46'09"	S08°19'05"E	14.49'	15.12'
C47	60.00'	020°39'20"	S26°52'29"E	21.51'	21.63'
C48	15.00'	053°07'48"	S43°06'43"E	13.42'	13.91'
C49	440.00'	041°59'17"	N89°19'44"E	315.28'	322.45'
C50	500.00'	041°59'17"	S89°19'44"W	358.27'	366.42'
C51	15.00'	053°07'49"	S83°45'28"W	13.42'	13.91'
C52	60.00'	021°08'34"	S67°45'51"W	22.02'	22.14'
C53	15.00'	057°46'09"	S49°27°04"W	14.49'	15.12'
C54	15.00'	057°46'09"	N08°19'05"W	14.49'	15.12'
C55	60.00'	025°17'40"	N24°33'19"W	26.27'	26.49'
C56	15.00'	057°46'09"	N40°47'33"W	14.49'	15.12'
C57	445.00'	008°14'17"	N73°47'46"W	63.93'	63.98'
C58	15.00'	089°32'48"	S57°18'42"W	21.13'	23.44'
C59	1025.00'	013°06'58"	S19°05'47"W	234.13'	234.64'
C60	15.00'	086°23'53"	S17°32'41"E	20.54'	22.62'
C61	575.00'	050°48'10"	N86°08'42"W	493.30'	509.84'
C62	15.00'	090°00'00"	S23°27'13"W	21.21'	23.56'
C63	225.00'	024°24'13"	S33°44'54"E	95.11'	95.83'
C64	275.00'	024°24'13"	N33°44'54"W	116.25'	117.13'
C65	15.00'	090°00'00"	N66°32'47"W	21.21'	23.56'
C66	205.00'	021°35'24"	S79°14'55"W	76.79'	77.25'
C67	15.00'	090°00'00"	S45°02'37"W	21.21'	23.56'
C68	470.00'	022°04'22"	S10°59'34"E	179.95'	181.06'
C69	15.00'	089°36'55"	S66°49'58"E	21.14'	23.46'
C70	15.00'	085°44'18"	N25°02'58"E	20.41'	22.45'
C71	60.00'	266°10'39"	S64°43'45"E	87.64'	278.74'
C72	15.00'	090°23'05"	S23°10'02"W	21.28'	23.66'
C73	15.00'	089°36'55"	N66°49'58"W	21.14'	23.46'
C74	15.00'	090°23'05"	N23°10'02"E	21.28'	23.66'
C75	530.00'	022°04'07"	N10°59'27"W	202.88'	204.14'

CURVE TABLE					
CURVE #	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C76	1025.00'	003°28'30"	N86°33'35"W	62.16'	62.16'
C77	15.00'	052°01'12"	S69°10'04"W	13.16'	13.62'
C78	50.00'	194°02'25"	N39°49'20"W	99.25'	169.33'
C79	15.00'	052°01'12"	N31°11'16"E	13.16'	13.62'
C80	1025.00'	005°14'20"	N07°47'50"E	93.69'	93.72'
C81	15.00'	052°01'12"	N15°35'36"W	13.16'	13.62'
C82	50.00'	162°04'38"	N39°26'06"E	98.78'	141.44'
C83	50.00'	034°55'22"	N11°35'12"E	30.01'	30.48'
C84	50.00'	035°43'44"	N23°44'21"W	30.68'	31.18'
C85	1025.00'	001°54'27"	N09°27'47"E	34.12'	34.12'
C86	1025.00'	002°11'00"	N07°25°04"E	39.05'	39.06'
C87	1025.00'	001°08'54"	N05°45'07"E	20.54'	20.54'
C88	15.00'	003°44'12"	N07°02'46"E	0.98'	0.98'
C89	15.00'	048°17'00"	N33°03'22"E	12.27'	12.64'
C90	50.00'	046°16'51"	N34°03'27"E	39.30'	40.39'
C91	50.00'	029°19'02"	N03°44'30"W	25.31'	25.58'
C92	50.00'	032°05'08"	N34°26'36"W	27.64'	28.00'
C93	50.00'	028°35'49"	N64°47'04"W	24.70'	24.96'
C94	50.00'	050°09'58"	S75°50'02"W	42.39'	43.78'
C95	50.00'	007°35'35"	S46°57'15"W	6.62'	6.63'
C96	1025.00'	000°24'28"	N85°01'34"W	7.30'	7.30'
C97	325.00'	012°09'52"	S85°39'56"E	68.87'	69.00'
C98	975.00'	001°05'21"	S09°52'20"W	18.53'	18.53'
C99	975.00'	002°43'52"	S07°57'43"W	46.47'	46.47'
C100	975.00'	001°25'08"	S05°53'14"W	24.14'	24.14'
C101	625.00'	000°47'13"	S68°50'49"W	8.58'	8.58'
C102	625.00'	003°32'52"	S71°00'51"W	38.69'	38.70'
C103	625.00'	003°51'01"	S74°42'48"W	41.99'	42.00'
C104	625.00'	003°51'01"	S78°33'49"W	41.99'	42.00'
C105	625.00'	003°51'01"	S82°24'50"W	41.99'	42.00'
C106	625.00'	003°51'01"	S86°15'51"W	41.99'	42.00'
C107	625.00'	003°51'01"	N89°53'08"W	41.99'	42.00'
C108	625.00'	003°51'01"	N86°02'07"W	41.99'	42.00'
C109	625.00'	003°51'01"	N82°11'06"W	41.99'	42.00'
C110	625.00'	003°51'01"	N78°20°05"W	41.99'	42.00'
C111	625.00'	009°19'16"	N71°44'57"W	101.56'	101.68'
C112	975.00'	002°01'58"	S24°38'17"W	34.59'	34.59'
C113	975.00'	002°34'44"	S22°19'56"W	43.88'	43.88'
C114	975.00'	011°52'07"	S10°17'47"W	201.61'	201.97'
C115	495.00'	000°04'42"	N77°52'33"W	0.68'	0.68'
C116	495.00'	004°39'19"	N75°30'33"W	40.21'	40.22'
C117	495.00'	003°30'16"	N71°25'45"W	30.27'	30.28'
C118	440.00'	005°16'18"	N72°18'46"W	40.47'	40.48'
C119	440.00'	006°45'09"	N78°19'30"W	51.82'	51.85'
C120	440.00'	006°51'20"	N85°07'44"W	52.61'	52.65'
C121	440.00'	006°47'04"	S88°03'04"W	52.07'	52.10'
C122	440.00'	006°47'07"	S81°15'58"W	52.08'	52.11'
C123	440.00'	007°07'35"	S74°18'37"W	54.69'	54.73'
C124	440.00'	002°24'44"	S69°32'27"W	18.52'	18.52'
C125	500.00'	002°08'36"	N69°24'24"E	18.70'	18.71'
C126	500.00'	004°37'30"	N72°47'27"E	40.35'	40.36'
C127	500.00'	004°20'19"	N77°16'22"E	37.85'	37.86'
C128	500.00'	004°27'34"	N81°40'19"E	38.91'	38.92'
C129	500.00'	004°27'34"	N86°07'53"E	38.91'	38.92'
C130	500.00'	004°27'16"	S89°24'42"E	38.86'	38.87'
C131	500.00'	004°27°05"	S84°57'32"E	38.84'	38.84'
C132	500.00'	004°26'59"	S80°30'30"E	38.82'	38.83'
C133	500.00'	004°26'59"	S76°03'31"E	38.82'	38.83'
C134	500.00'	004°09'24"	S71°45'19"E	36.27'	36.27'
C135	445.00'	004°44'09"	N72°02'42"W	36.77'	36.78'
C136	445.00'	003°30'08"	N76°09'50"W	27.20'	27.20'
C137	1025.00'	006°03'58"	S15°34'17"W	108.47'	108.52'
C138	1025.00'	002°34'40"	S19°53'36"W	46.11'	46.11'
C139	1025.00'	002°10'44"	S22°16'17"W	38.98'	38.98'
C140	1025.00'	002°10'44"	S24°27'01"W	38.98'	38.98'
C141	1025.00'	000°06'53"	S25°35'50"W	2.05'	2.05'
C142	575.00'	004°21'51"	S62°55'33"E	43.79'	43.80'
C143	575.00'	004°52'57"	S67°32'57"E	48.99'	49.00'
C144	575.00'	004°52'57"	S72°25'54"E	48.99'	49.00'
C145	575.00'	004°52'57"	S77°18'52"E	48.99'	49.00'
C146	575.00'	004°52'57"	S82°11'49"E	48.99'	49.00'
C147	575.00'	004°52'57"	S87°04'46"E	48.99'	49.00'
C148	575.00'	004°52'57"	N88°02'16"E	48.99'	49.00'
C149	575.00'	004°52'57"	N83°09'19"E	48.99'	49.00'
C150	575.00'	004°52'57"	N78°16'22"E	48.99'	49.00'

CURVE TABLE					
CURVE #	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C151	575.00'	004°52'57"	N73°23'24"E	48.99'	49.00'
C152	575.00'	002°29'43"	N69°42'04"E	25.04'	25.04'
C153	225.00'	016°47'01"	N29°56'18"W	65.67'	65.91'
C154	275.00'	029°09'30"	S49°47'29"E	138.44'	139.95'
C155	275.00'	013°39'57"	S28°22'46"E	65.44'	65.59'
C156	470.00'	017°11'31"	N08°33'09"W	140.50'	141.03'
C157	470.00'	004°52'51"	N19°35'20"W	40.03'	40.04'
C158	60.00'	020°02'25"	S07°47'52"E	20.88'	20.99'
C159	60.00'	024°29'31"	S14°28°06"W	25.45'	25.65'
C160	60.00'	073°20'22"	S63°23'02"W	71.66'	76.80'
C161	60.00'	023°21'52"	N31°26'02"E	24.30'	24.47'
C162	60.00'	025°14'36"	N55°44'16"E	26.22'	26.43'
C163	530.00'	001°07'16"	N21°27'52"W	10.37'	10.37'
C164	530.00'	001°37'20"	N20°05'34"W	15.01'	15.01'
C165	298.00'	080°59'39"	S89°12'13"E	387.05'	421.26'
C166	50.00'	028°26'11"	N63°04'14"W	24.56'	24.82'
C167	25.00'	054°01'33"	N50°16'33"W	22.71'	23.57'
C168	20.00'	091°42'59"	N22°35'43"E	28.70'	32.02'
C169	470.00'	002°15'49"	S08°53'24"E	18.57'	18.57'
C170	15.00'	013°29'00"	S06°47'06"W	3.52'	3.53'

FINAL PLAT OF RANCHO DEL CIELO, PHASE 1

A 57.960 ACRE TRACT OF LAND BEING SITUATED IN THE EDMOND PARSONS SURVEY, ABSTRACT NO. 494, IN WILLIAMSON COUNTY, TEXAS, BEING OUT OF THE REMNANT PORTION OF A CALLED 198.487 ACRE TRACT, CONVEYED TO KL LHB3 AIV LLC, IN WARRANTY DEED RECORDED IN DOCUMENT NO. 2021181477 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

FIELD NOTES FOR

A 57.960 ACRE TRACT OF LAND BEING SITUATED IN THE EDMOND PARSONS SURVEY, ABSTRACT NO. 494, IN WILLIAMSON COUNTY, TEXAS, BEING OUT OF THE REMNANT PORTION OF A CALLED 198.487 ACRE TRACT, CONVEYED TO KL LHB3 AIV LLC, IN WARRANTY DEED RECORDED IN DOCUMENT NO. 2021181477 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID 57.960 ACRE TRACT BEING MORE FULLY DESCRIBED AS FOLLOWS, WITH BEARINGS BASED ON THE NORTH AMERICAN DATUM OF 1983 (NA 2011) EPOCH 2010.00, FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE:

COMMENCING at an iron rod with cap marked "LENZ&ASSOC AU TX" found on a point in the east boundary line of a called 33.99 acre tract, recorded in Document No. 2007104802 of said Official Public Records, said point being the southwest corner of a called 101.91 acre tract, recorded in Document No. 2000084380 of said Official Public Records, same being the northwest corner of a called 0.230 acre tract, recorded in Document Nos. 2020032432, 2020032433, 2020032434, 2020032435, and 2020032436, of said Official Public Records;

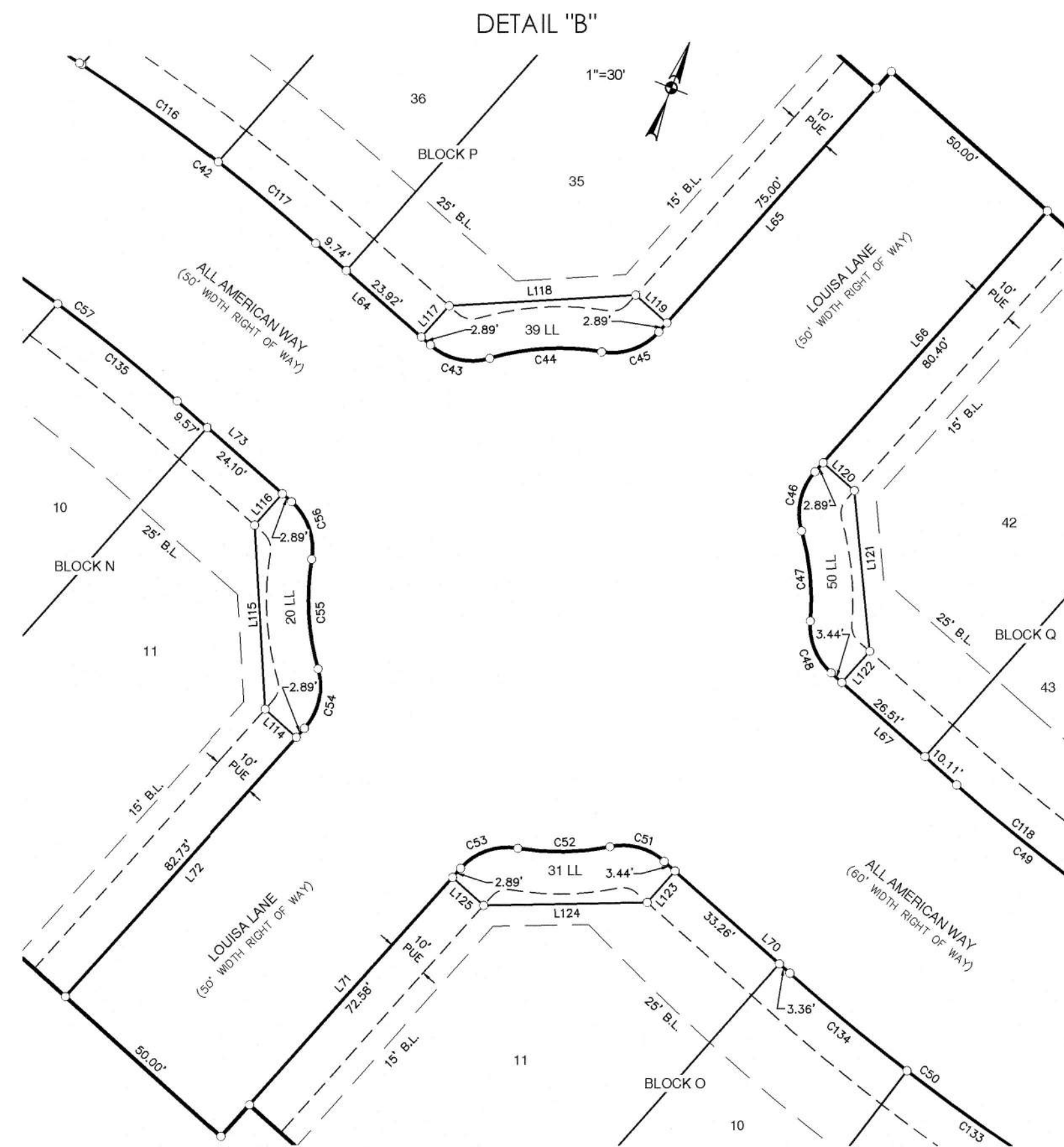
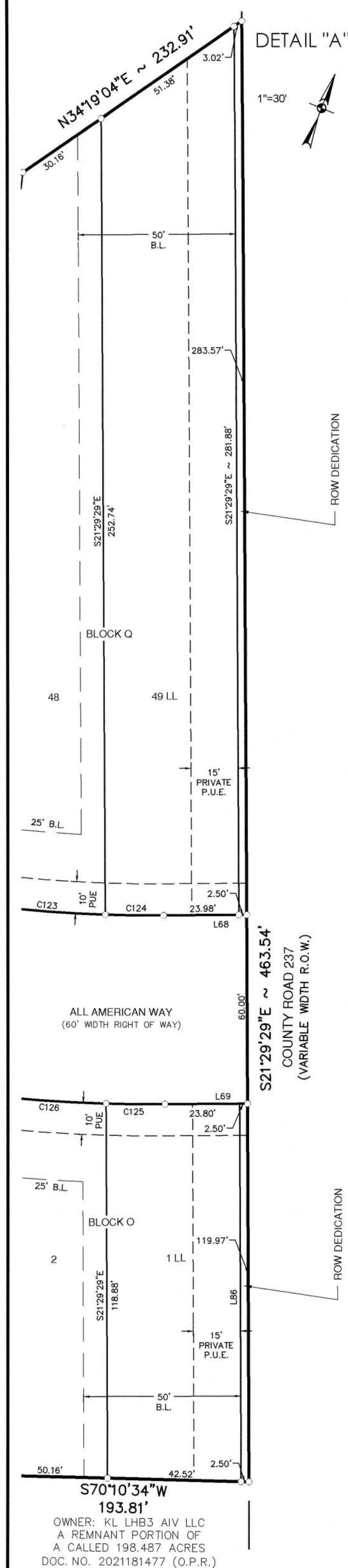
THENCE N 68°44'55" E, departing the east boundary line of said 33.99 acre tract, with the south boundary line of said 101.91 acre tract, same being the north boundary line of said 0.230 acre tract, a distance of 100.00 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set on the northeast corner of said 0.230 acre tract, same being the northwest corner of the Remnant Portion of said 198.487 acre tract for the northwest corner and POINT OF BEGINNING hereof;

THENCE, continuing with the south boundary line of said 101.91 acre tract, same being the north boundary line of the Remnant Portion of said 198.487 acre tract, the following two (2) courses and distances:

1. N 68°44'55" E, a distance of 637.37 feet to a ½" iron rod found for an angle point hereof, and
2. N 68°45'29" E, a distance of 354.35 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for the northernmost northeast corner hereof;

THENCE, departing the south boundary line of said 101.91 acre tract, through the interior of the Remnant Portion of said 198.487 acre tract, the following forty-eight (48) courses and distances:

1. S 21°17'54" E, a distance of 61.35 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for an angle point hereof,
2. S 68°27'13" W, a distance of 346.82 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for an angle point hereof,
3. S 21°32'47" E, a distance of 82.08 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for an angle point hereof,
4. S 79°35'00" E, a distance of 36.42 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for a point of non-tangent curvature hereof,
5. along the arc of a curve to the right, having a radius of 50.00 feet, a central angle of 91°25'32", a chord bearing and distance of N 74°45'39" E, 71.58 feet, an arc length of 79.78 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for a point of reverse curvature hereof,
6. along the arc of a curve to the left, having a radius of 15.00 feet, a central angle of 47°24'13", a chord bearing and distance of S 83°13'42" E, 12.06 feet, an arc length of 12.41 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for a point of non-tangency hereof,
7. S 21°32'47" E, a distance of 50.05 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for an angle point hereof,
8. S 68°27'13" W, a distance of 22.29 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for a point of tangent curvature hereof,
9. along the arc of a curve to the left, having a radius of 25.00 feet, a central angle of 58°02'13", a chord bearing and distance of S 39°26'06" W, 24.25 feet, an arc length of 25.32 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for a point of tangency hereof,
10. S 10°25'00" W, a distance of 32.98 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for an angle point hereof,
11. S 79°35'00" E, a distance of 115.00 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for an angle point hereof,
12. S 10°25'00" W, a distance of 129.85 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for a point of non-tangent curvature hereof,
13. along the arc of a curve to the left, having a radius of 325.00 feet, a central angle of 01°08'59", a chord bearing and distance of N 87°40'39" E, 6.52 feet, an arc length of 6.52 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for a point of non-tangency hereof,
14. S 03°15'55" E, a distance of 153.39 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for an angle point hereof,
15. N 79°35'00" W, a distance of 44.68 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for an angle point hereof,
16. S 05°37'05" W, a distance of 137.75 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for an angle point hereof,
17. S 05°41'05" W, a distance of 50.00 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for an angle point hereof,
18. N 84°18'55" W, a distance of 8.58 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for an angle point hereof,
19. S 05°10'40" W, a distance of 400.31 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for an angle point hereof,
20. S 84°49'20" E, a distance of 177.88 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for an angle point hereof,
21. S 05°10'40" W, a distance of 2.00 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for an angle point hereof,
22. S 84°49'20" E, a distance of 295.00 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for an angle point hereof,
23. S 05°10'40" W, a distance of 6.00 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for an angle point hereof,
24. S 84°49'20" E, a distance of 115.00 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for an angle point hereof,
25. N 89°53'35" E, a distance of 122.22 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for an angle point hereof,



FINAL PLAT
OF
RANCHO DEL CIELO, PHASE 1

A 57.960 ACRE TRACT OF LAND BEING SITUATED IN THE EDMOND PARSONS SURVEY, ABSTRACT NO. 494, IN WILLIAMSON COUNTY, TEXAS, BEING OUT OF THE REMNANT PORTION OF A CALLED 198.487 ACRE TRACT, CONVEYED TO KL LHB3 AIV LLC, IN WARRANTY DEED RECORDED IN DOCUMENT NO. 2021181477 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

26. S 89°57'23" E, a distance of 50.00 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for an angle point hereof,
27. S 00°02'37" W, a distance of 1.06 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for an angle point hereof,
28. S 89°57'23" E, a distance of 115.00 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for an angle point hereof,
29. S 00°02'37" W, a distance of 1.66 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for an angle point hereof,
30. N 68°27'13" E, a distance of 486.94 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for an angle point hereof,
31. N 21°32'47" W, a distance of 12.50 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for an angle point hereof,
32. N 68°27'13" E, a distance of 463.58 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for an angle point hereof,
33. N 88°57'11" E, a distance of 207.53 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for an angle point hereof,
34. S 74°45'01" E, a distance of 128.04 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for an angle point hereof,
35. N 25°39'16" E, a distance of 135.94 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for a point of tangent curvature hereof,
36. along the arc of a curve to the left, having a radius of 575.00 feet, a central angle of 03°41'41", a chord bearing and distance of N 66°10'08" W, 37.07 feet, an arc length of 37.08 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for a point of tangency hereof,
37. N 21°59'02" E, a distance of 50.00 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for a point of non-tangent curvature hereof,
38. along the arc of a curve to the left, having a radius of 625.00 feet, a central angle of 05°51'15", a chord bearing and distance of N 70°56'35" W, 63.83 feet, an arc length of 63.86 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for a point of non-tangency hereof,
39. N 16°07'48" E, a distance of 130.18 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for an angle point hereof,
40. S 79°09'08" E, a distance of 56.52 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for an angle point hereof,
41. N 04°06'56" E, a distance of 29.13 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for an angle point hereof,
42. S 85°38'16" E, a distance of 139.20 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for a point of non-tangent curvature hereof,
43. along the arc of a curve to the left, having a radius of 975.00 feet, a central angle of 01°03'46", a chord bearing and distance of N 03°49'50" E, 18.09 feet, an arc length of 18.09 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for a point of non-tangency hereof,
44. S 86°42'03" E, a distance of 183.61 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for an angle point hereof,
45. S 69°40'37" E, a distance of 145.86 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for an angle point hereof,
46. N 20°33'59" E, a distance of 5.40 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for an angle point hereof,
47. S 69°26'01" E, a distance of 193.09 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for an angle point hereof,
48. N 34°19'04" E, a distance of 232.91 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set in the west right-of-way line of County Road 237, (a variable width right -of-way), same being the east boundary line of the Remnant Portion of said 198.487 acre tract for the easternmost northeast corner hereof,

THENCE S 21°29'29" E, with the west right-of-way line of said County Road 237, same being the east boundary line of the Remnant Portion of said 198.487 acre tract, a distance of 463.54 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for the easternmost southeast corner hereof;

THENCE, departing the west right-of-way line of said County Road 237, through the interior of the Remnant Portion of said 198.487 acre tract, the following twenty-eight (28) courses and distances:

1. S 70°10'34" W, a distance of 193.81 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for an angle point hereof,
2. N 07°23'48" W, a distance of 19.02 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for an angle point hereof,
3. N 87°35'35" W, a distance of 193.26 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for an angle point hereof,
4. N 11°23'47" E, a distance of 1.32 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for an angle point hereof,
5. N 69°26'01" W, a distance of 168.60 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for an angle point hereof,
6. S 20°33'59" W, a distance of 10.15 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for an angle point hereof,
7. N 69°26'01" W, a distance of 161.63 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for an angle point hereof,
8. S 20°33'59" W, a distance of 231.81 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for an angle point hereof,
9. S 29°15'23" W, a distance of 148.29 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for an angle point hereof,

10. N 60°44'37" W, a distance of 8.98 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for an angle point hereof,
11. S 29°15'23" W, a distance of 115.98 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for an angle point hereof,
12. N 60°44'37" W, a distance of 137.01 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for an angle point hereof,
13. N 88°54'27" W, a distance of 381.09 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for an angle point hereof,
14. S 68°27'13" W, a distance of 226.91 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for a point of non-tangent curvature hereof,
15. along the arc of a curve to the left, having a radius of 225.00 feet, a central angle of 07°37'11", a chord bearing and distance of S 42°08'24" E, 29.90 feet, an arc length of 29.92 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for a point of non-tangency hereof,
16. S 44°03'00" W, a distance of 50.00 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for a point of non-tangent curvature hereof,
17. along the arc of a curve to the left, having a radius of 275.00 feet, a central angle of 18°25'14", a chord bearing and distance of S 55°09'37" E, 88.03 feet, an arc length of 88.41 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for a point of non-tangency hereof,
18. S 25°37'46" W, a distance of 115.97 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for an angle point hereof,
19. S 59°04'21" E, a distance of 7.14 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for an angle point hereof,
20. S 73°34'21" E, a distance of 119.35 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for an angle point hereof,
21. S 85°18'03" E, a distance of 60.13 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for an angle point hereof,
22. S 00°00'00" E, a distance of 61.44 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for an angle point hereof,
23. S 50°42'06" W, a distance of 160.75 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for a point of non-tangent curvature hereof,
24. along the arc of a curve to the right, having a radius of 298.00 feet, a central angle of 49°45'16", a chord bearing and distance of S 75°10'35" W, 250.72 feet, an arc length of 258.78 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for a point of non-tangency hereof,
25. S 10°03'13" W, a distance of 101.44 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for a point of non-tangent curvature hereof,
26. along the arc of a curve to the right, having a radius of 60.00 feet, a central angle of 99°41'52", a chord bearing and distance of S 30°05'51" E, 91.72 feet, an arc length of 104.40 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set of non-tangency hereof,
27. S 70°28'34" E, a distance of 41.82 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for an angle point hereof,
28. S 21°38'26" E, a distance of 172.49 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set in the north right-of-way line of 238, (a variable width right-of-way), same being the south line of the Remnant Portion of said 198.487 acre tract for the southernmost southeast corner hereof,

THENCE S 68°47'21" W, with the north right-of-way line of said County Road 238, same being the south boundary line of the Remnant Portion of said 198.487 acre tract, a distance of 619.88 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for the southernmost southwest corner hereof;

THENCE, departing the north right-of-way line of said County Road 238, through the interior of the Remnant Portion of said 198.487 acre tract, the following seventeen (17) courses and distances:

1. N 22°01'30" W, a distance of 175.04 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for an angle point hereof,
2. N 21°38'26" W, a distance of 50.00 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for an angle point hereof,
3. N 68°21'34" E, a distance of 2.22 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for an angle point hereof,
4. N 21°38'26" W, a distance of 115.00 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for an angle point hereof,
5. N 68°21'34" E, a distance of 21.25 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for an angle point hereof,
6. N 21°57'26" W, a distance of 250.00 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for an angle point hereof,
7. S 68°21'34" W, a distance of 15.00 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for an angle point hereof,
8. N 21°57'26" W, a distance of 43.19 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for an angle point hereof,
9. N 02°41'28" E, a distance of 56.86 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for an angle point hereof,
10. N 68°21'34" E, a distance of 106.91 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for a point of non-tangent curvature hereof,
11. along the arc of a curve to the right, having a radius of 530.00 feet, a central angle of 19°19'31", a chord bearing and distance of N 09°37'09" W, 177.92 feet, an arc length of 178.76 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for a point of non-tangency hereof,
12. N 00°02'37" E, a distance of 57.38 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for a point of tangent curvature hereof,

13. along the arc of a curve to the left, having a radius of 15.00 feet, a central angle of 88°20'26", a chord bearing and distance of N 44°07'37" W, 20.90 feet, an arc length of 23.13 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for a point of reverse curvature hereof,
14. along the arc of a curve to the right, having a radius of 1025.00 feet, a central angle of 03°04'02", a chord bearing and distance of N 86°45'49" W, 54.86 feet, an arc length of 54.87 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for a point of non-tangency hereof,
15. S 05°10'40" W, a distance of 130.03 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for an angle point hereof,
16. N 84°49'20" W, a distance of 975.42 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for an angle point hereof,
17. S 68°20'28" W, a distance of 45.00 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set in the east boundary line of a called 29.99 acre tract, recorded in Document No. 2018099157 of said Official Public Records, same being the west boundary line of the Remnant Portion of said 198.487 acre tract for the westernmost southwest corner hereof,

THENCE N 21°39'32" W, with the east boundary lines of said 29.99 acre tract, same being the west boundary of the Remnant Portion of said 198.487 acre tract, a distance of 183.16 feet to a ½" iron rod found in the northeast corner of said 29.99 acre tract, same being the southeast corner of said 33.99 acre tract for an angle point hereof;

THENCE N 21°15'28" W, departing the north line of said 29.99 acre tract, with the east boundary line of said 33.99 acre tract, same being the west boundary line of the Remnant Portion of said 198.487 acre tract, a distance of 943.19 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set on the southwest corner of said 0.230 acre tract, same being a northwest corner of the Remnant Portion of said 198.487 acre tract for an angle point hereof;

THENCE N 68°44'55" E, departing the east boundary line of said 33.99 acre tract, with the south boundary line of said 0.230 acre tract, same being a north boundary line of the Remnant Portion of said 198.487 acre tract, a distance of 100.00 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set on the southeast corner of said 0.230 acre tract, same being an interior ell corner of the Remnant Portion of said 198.487 acre tract for an angle point hereof;

THENCE N 21°15'28" W, with the east boundary line of said 0.230 acre tract, same being a west boundary line of said 198.487 acre tract, a distance of 100.00 feet to the POINT OF BEGINNING, and containing 57.960 acres in Williamson County, Texas. Said tract being described in accordance with a survey made on the ground and a survey map prepared by Pape Dawson Engineers, Inc. under Job No. 511118-01.



AUSTIN | SAN ANTONIO | HOUSTON | FORT WORTH | DALLAS
10801 N MOPAC EXPY, BLDG 3, STE 200 | AUSTIN, TX 78759 | 512.454.8711
TBPE FIRM REGISTRATION #470 | TBPLS FIRM REGISTRATION #10028801

A 57.960 ACRE TRACT OF LAND BEING SITUATED IN THE EDMOND PARSONS SURVEY, ABSTRACT NO. 494, IN WILLIAMSON COUNTY, TEXAS, BEING OUT OF THE REMNANT PORTION OF A CALLED 198.487 ACRE TRACT, CONVEYED TO KLHBS AIV LLC, IN WARRANTY DEED RECORDED IN DOCUMENT NO. 2021181477 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

Commissioners Court - Regular Session**27.****Meeting Date:** 06/28/2022

Final plat for the Cool Water Phase 4 Section 2 subdivision – Pct 4

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

Information**Agenda Item**

Discuss, consider and take appropriate action on approval of the final plat for the Cool Water Phase 4 Section 2 subdivision – Precinct 4.

Background

This is the next section of the Cool Water development. It consists of 238 single family lots, 1 open space/drainage lot, 4 landscape lots and 6,631 feet of new public roads. Roadway and drainage construction are not yet complete but a financial security in the amount of \$1,747,744.67 has been posted with the County to cover the cost of the remaining construction.

Timeline

2022-04-11 – initial submittal of final plat

2022-05-06 – 1st review complete with comments

2022-06-16 – 2nd submittal of final plat

2022-06-21 – 2nd review complete with comments clear except completing construction

2022-06-22 – receipt of final plat with signatures

2022-06-22 – receipt of financial security for the remaining construction

2022-06-23 – final plat placed on the June 28, 2022 Commissioners Court agenda for consideration

Fiscal Impact

From/To	Acct No.	Description	Amount
---------	----------	-------------	--------

Attachments

final plat - Cool Water Ph 4 Sec 2

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Adam Boatright

Final Approval Date: 06/23/2022

Reviewed By

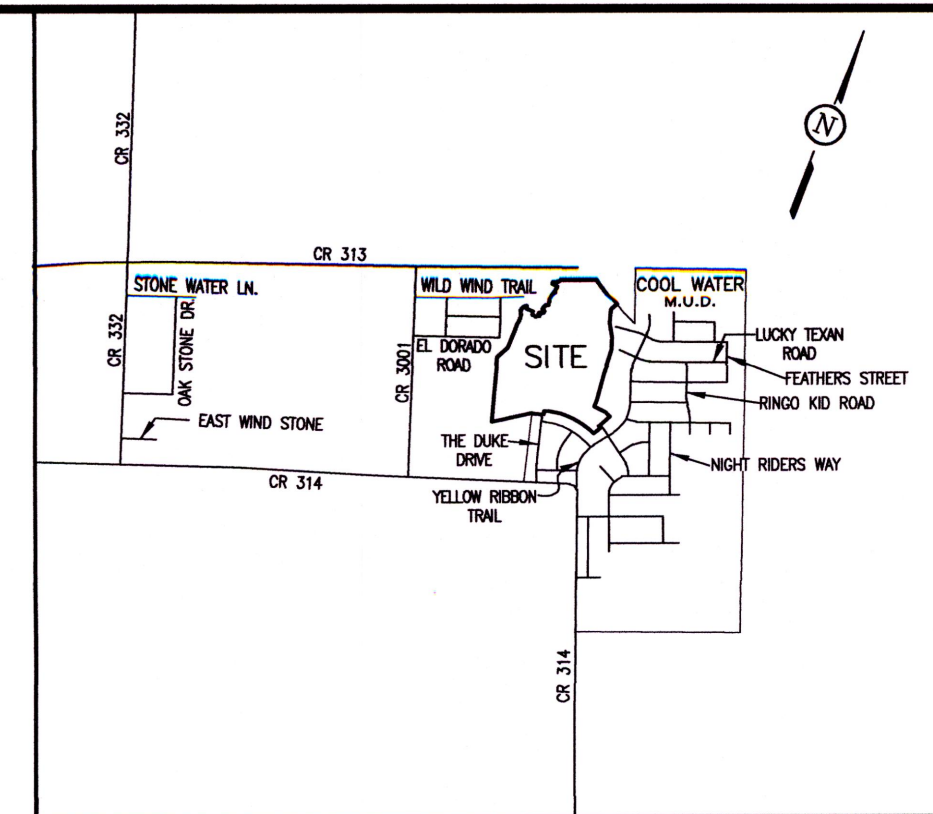
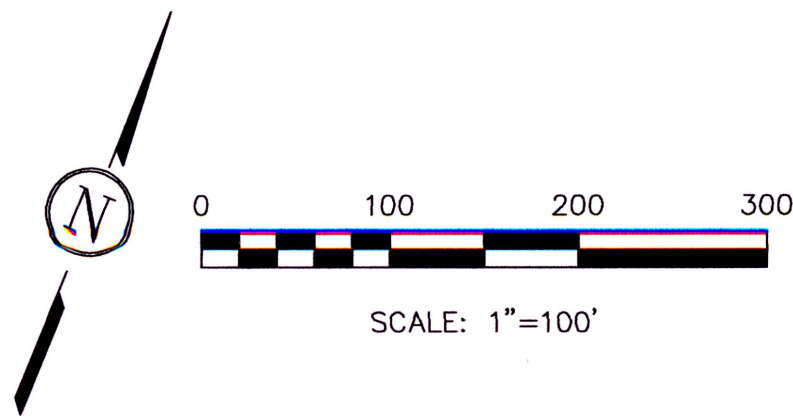
Becky Pruitt

Date

06/23/2022 10:02 AM

Started On: 06/23/2022 09:34 AM

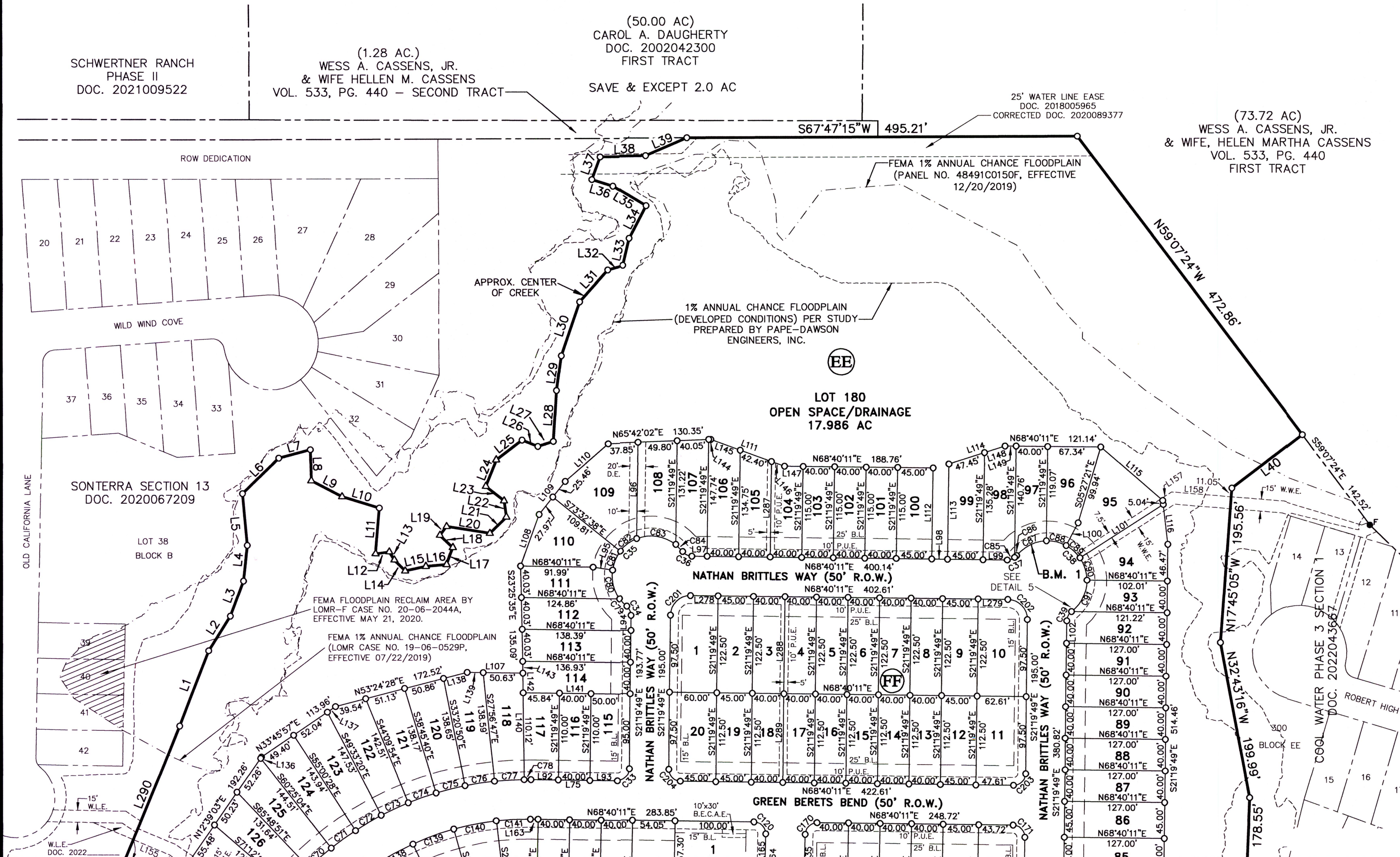
FINAL PLAT COOL WATER PHASE 4 SECTION 2



LOCATION MAP NOT TO SCALE

BEARING BASIS: THE TEXAS COORDINATE
SYSTEM OF 1983 (NAD83) CENTRAL ZONE.
DISTANCES ARE SURFACE. SURFACE TO
GRID COMBINED SCALE FACTOR 0.99988

ELEVATIONS ARE NAVD88 (GEOID 12A)



SEE SHEET 2

LEGAL DESCRIPTION:
57.959 ACRES OUT OF THE W. BRYAN
SURVEY, ABSTRACT NO. A-108 AND
THE G. SCHNEIDER SURVEY, A-580
WILLIAMSON COUNTY, TEXAS

OWNER:
PULTE HOMES OF TEXAS, L.P.
9401 AMBERGLEN BOULEVARD
BUILDING I, SUITE 150
AUSTIN, TEXAS 78729

ENGINEER:
MICHAEL S. FISHER, P.E.
PAPE-DAWSON ENGINEERS, INC.
FIRM NO. 470
10801 NORTH MOPAC EXPRESSWAY
BUILDING 3, SUITE 200
AUSTIN, TEXAS 78759
PH: (512) 454-8711

SURVEYOR:
TIMOTHY A. LENZ, R.P.L.S.
LENZ & ASSOCIATES, INC.
FIRM NO. 100290-00
4150 FREIDRICH LANE, SUITE A1
AUSTIN, TEXAS 78744
PH: (512) 443-1174

SITE BENCHMARK #1 - STEEL PIN SET
W/ CAP MARKED 'LENZ CONTROL',
21.42' FROM THE COMMON FRONT
PROPERTY CORNER OF LOTS 96 & 97,
BLOCK EE, INSIDE LOT 97
ELEV.: 767.48'

SITE BENCHMARK #2 - SQUARE
FOUND CUT ON INLET ON SOUTH SIDE
OF PARADISE CANYON TRAIL, WEST OF
YELLOW RIBBON TRAIL
ELEV.: 796.53'

ELEVATIONS (NAVD88, GEOID 12A)

LOT SUMMARY:

SINGLE FAMILY LOTS	238
OPEN SPACE/DRAINAGE LOTS	1
LANDSCAPE LOTS	4
TOTAL LOTS	243

BUILDING SETBACKS:

FRONT STREET 25'
SIDE STREET 15'
REAR 10'
SIDE 5'

SUBMITTAL DATE: JUNE 16, 2022

PAGE 1 OF 7

LENZ & ASSOCIATES, INC.

FIRM NO. 100290-00
COMPLETE PROFESSIONAL LAND SURVEYING SERVICES
(512) 443-1174
4150 FREIDRICH LANE, SUITE A1
AUSTIN, TEXAS 78744
SURVEY #: 2022-0067 F.B.



SEE SHEET 1



■ CONCRETE MONUMENT FOUND
 ● 1/2" STEEL PIN FOUND
 (UNLESS NOTED)
 1817 ● 1/2" STEEL PIN FOUND
 W/ CAP MARKED 'RPLS 1817'
 F ● 1/2" STEEL PIN FOUND
 W/ CAP MARKED 'FOREST'
 ○ 1/2" STEEL PIN SET W/CAP
 MARKED 'LENZ & ASSOC.'
 ⊙ PIPE FOUND
 ▲ 60d NAIL FOUND AT FENCE CORNER
 △ COMPUTED POINT
 ▬ MAILBOX CLUSTER
 ⊗ SPINDLE FOUND
 S ⊗ SPINDLE SET
 P.O.C. POINT OF COMMENCEMENT
 P.O.B. POINT OF BEGINNING
 F/C/O METAL FENCE CORNER POST
 P.U.E. PUBLIC UTILITY EASEMENT
 D.E. DRAINAGE EASEMENT
 W.W.E. WASTEWATER EASEMENT
 W.E. WATER EASEMENT
 W.L.E. WATERLINE EASEMENT
 B.L. BUILDING LINE
 (BRG.~DIST.) RECORD CALL
 (J) BLOCK LABEL
 R.O.W. RIGHT-OF-WAY
 S.D.E. SIGHT DISTANCE EASEMENT
 W.C.A.D. WILLIAMSON CENTRAL APPRAISAL DISTRICT
 B.E.C.A.E. BARTLETT ELECTRIC COOPERATIVE ACCESS EASEMENT

FIRM No. 100290-00
COMPLETE PROFESSIONAL LAND SURVEYING SERVICES
(512) 443-1174
4150 FREDRICH LANE, SUITE A1
AUSTIN, TEXAS 78744
SURVEY #: 2022-0067 F.B.

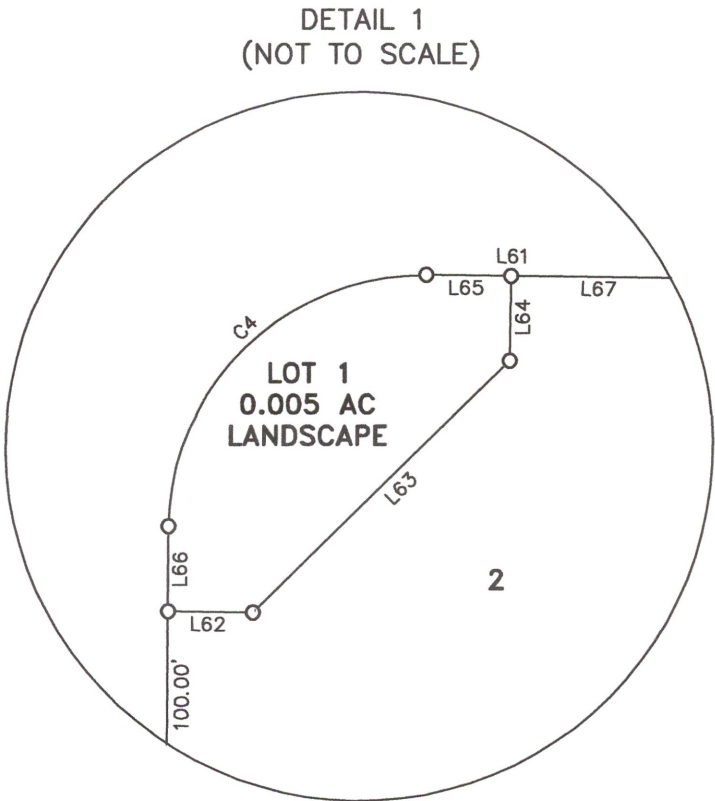
FINAL PLAT
COOL WATER PHASE 4
SECTION 2

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S01°03'45"E	102.11'
L2	S09°57'56"W	51.85'
L3	S01°38'53"E	47.19'
L4	S15°35'58"E	45.50'
L5	S27°09'40"E	65.72'
L6	S23°33'14"W	64.24'
L7	S53°02'03"W	41.53'
L8	N23°35'20"W	39.37'
L9	N84°49'42"W	44.08'
L10	S84°39'57"W	49.42'
L11	N17°08'30"W	58.03'
L12	S60°31'43"W	17.62'
L13	N54°25'19"W	12.17'
L14	N66°02'58"W	19.38'
L15	S55°28'43"W	26.98'
L16	S62°53'08"W	26.31'
L17	S01°42'29"E	23.13'
L18	S68°42'30"E	22.53'
L19	S15°46'04"W	14.06'
L20	S76°56'08"W	55.51'
L21	S23°41'20"W	29.31'
L22	S30°18'25"E	20.77'
L23	S73°55'51"E	29.41'
L24	S00°45'56"E	36.06'
L25	S30°36'02"W	41.38'
L26	N89°31'52"W	21.56'
L27	S49°54'02"W	20.65'
L28	S18°34'49"E	64.68'
L29	S13°48'57"E	44.26'
L30	S03°07'19"E	71.99'
L31	S19°36'31"W	53.73'
L32	S51°48'32"W	20.18'
L33	S08°48'56"E	34.97'
L34	S05°33'29"W	46.79'
L35	S81°11'38"E	49.44'
L36	N85°19'35"E	27.89'
L37	S01°17'57"E	30.49'
L38	S66°57'10"W	57.78'
L39	S44°34'20"W	57.16'
L40	N30°52'36"E	112.37'
L41	S02°37'37"E	153.19'
L42	N00°36'09"E	88.86'
L43	N77°02'59"W	57.12'
L44	N88°23'28"W	113.49'
L45	N66°18'24"W	92.01'
L46	N27°54'28"E	123.69'
L49	S72°50'56"E	102.64'
L50	S78°22'09"E	93.35'
L51	S83°29'54"E	88.77'
L52	S88°28'24"E	87.88'
L53	N86°33'57"E	88.26'
L54	N81°35'24"E	88.41'
L55	N77°07'19"E	87.40'
L56	N68°40'11"E	63.00'
L57	N21°19'49"W	38.77'
L58	N68°40'11"E	52.29'
L59	N72°17'35"E	116.78'
L60	S15°10'27"E	9.22'
L61	N68°40'11"E	30.07'
L62	N68°40'11"E	5.00'
L63	N23°40'11"E	21.21'
L64	S21°19'49"E	5.00'
L65	N68°40'11"E	5.00'
L66	S21°19'49"E	5.00'
L67	N68°40'11"E	25.07'
L68	N07°54'03"E	135.93'
L69	S21°19'49"E	97.18'
L70	N68°40'11"E	18.70'
L71	N55°20'16"E	66.08'
L72	N73°52'15"E	49.62'
L73	N73°52'15"E	49.62'
L74	S34°39'44"E	41.65'
L75	N68°40'11"E	109.96'
L76	S21°19'49"E	5.00'
L77	N68°40'11"E	5.00'
L78	S66°19'49"E	21.21'

L79	S21°19'49"E	5.00'
L80	N68°40'11"E	5.00'
L81	N55°20'16"E	16.07'
L82	N73°52'15"E	31.57'
L83	N73°52'15"E	18.05'
L84	N02°55'40"E	40.01'
L85	N37°32'05"E	50.93'
L86	S72°24'53"E	23.66'
L87	N73°52'15"E	2.50'
L88	S34°39'44"E	6.16'
L89	S23°29'04"E	10.95'
L90	S23°29'04"E	13.34'
L91	S78°26'02"E	120.94'
L92	N68°40'11"E	34.96'
L93	N68°40'11"E	35.00'
L94	S21°19'49"E	18.77'
L95	N76°24'52"E	25.00'
L96	S21°19'49"E	121.83'
L97	N68°40'11"E	19.50'
L98	N68°40'11"E	20.00'
L99	N68°40'11"E	30.64'
L100	N06°16'25"E	32.27'
L101	N35°23'51"E	125.19'
L102	S21°19'49"E	28.17'
L103	S21°19'49"E	17.65'
L104	N20°27'29"E	20.00'
L105	S10°39'38"E	29.32'
L106	N07°12'09"E	118.49'
L107	N68°40'11"E	70.83'
L108	S02°08'43"E	69.49'
L109	N16°18'40"E	53.44'
L110	N26°57'27"E	72.40'
L111	N88°01'22"E	99.20'
L112	S21°19'49"E	115.00'
L113	S21°19'49"E	120.22'
L114	N50°10'32"E	75.07'
L115	S71°20'47"E	103.86'
L116	S28°31'08"E	55.67'
L117	S10°13'00"E	117.11'
L118	N00°46'46"E	58.47'
L119	S69°32'31"E	115.00'
L120	S69°32'31"E	115.00'
L121	N04°08'09"E	82.38'
L122	S16°12'27"E	54.24'
L123	N84°02'22"E	41.66'
L124	S80°48'57"E	112.42'
L125	S77°02'59"E	105.07'
L126	N13°13'47"E	112.79'
L127	N13°13'47"E	112.94'
L128	S24°29'49"E	25.40'
L129	S21°42'48"E	112.05'
L130	S23°29'04"E	162.08'
L131	S23°29'04"E	34.05'
L132	S10°21'37"E	15.35'
L133	S11°14'29"E	8.10'
L134	N04°59'41"E	17.87'
L135	N12°39'03"E	32.18'
L136	N12°39'03"E	2.10'
L137	N33°45'57"E	12.52'
L138	N53°24'28"E	30.99'
L139	N68°40'11"E	20.20'
L140	S22°33'12"E	135.12'
L141	N68°40'11"E	135.84'
L142	S22°33'12"E	25.01'
L143	S23°25'35"E	15.01'
L144	N65°42'02"E	2.65'
L145	N88°01'22"E	39.59'
L146	N88°01'22"E	17.21'
L147	N68°40'11"E	23.76'
L148	N50°10'32"E	27.62'
L149	N68°40'11"E	13.81'
L150	N20°27'29"E	32.88'
L151	N04°08'09"E	12.06'
L152	N04°08'09"E	30.66'
L153	S16°12'27"E	10.48'
L154	N84°02'22"E	129.32'

L155	S89°20'04"E	50.05'
L156	S78°26'02"E	24.91'
L157	N35°23'51"E	16.21'
L158	N72°37'56"E	75.75'
L159	N13°13'47"E	153.08'
L160	S34°39'44"E	41.97'
L161	S23°29'04"E	18.95'
L162	S23°29'04"E	5.34'
L163	N68°40'11"E	9.80'
L164	S21°19'49"E	54.68'
L165	S21°19'49"E	42.30'
L166	S21°19'49"E	12.38'
L167	N20°27'29"E	18.54'
L168	S69°32'31"E	91.20'
L169	S69°32'31"E	91.20'
L170	N20°27'29"E	80.90'
L171	S21°19'49"E	95.80'
L174	S21°19'49"E	30.21'
L175	S21°19'49"E	5.00'
L176	N68°40'11"E	5.00'
L177	N24°16'45"E	21.30'
L178	S20°24'00"E	5.00'
L179	S69°32'50"E	119.95'
L180	S69°32'50"E	128.45'
L181	S21°19'49"E	105.79'
L182	N00°57'47"E	63.22'
L183	N86°48'35"E	51.51'
L184	N86°48'35"E	44.84'
L185	N70°38'11"E	53.10'
L186	N70°38'11"E	66.39'
L187	N53°41'17"E	22.86'
L188	N53°41'17"E	17.83'
L189	N41°27'19"E	39.26'
L190	N30°49'46"E	49.66'
L191	N12°00'59"E	54.44'
L192	N00°44'39"E	41.38'
L193	S16°48'10"E	14.80'
L194	S16°48'10"E	76.05'
L195	S54°17'44"E	12.09'
L196	S54°17'44"E	59.36'
L197	S87°22'55"E	78.72'
L198	S74°35'57"E	116.78'
L199	S11°58'24"E	51.78'
L200	S11°58'24"E	58.63'
L201	S11°58'24"E	8.46'
L202	S20°00'46"E	48.31'
L203	S20°00'46"E	54.04'
L204	S20°00'46"E	51.64'
L205	S20°00'46"E	45.53'
L206	S20°00'46"E	33.07'
L207	S28°15'47"E	7.18'
L208	S28°15'47"E	61.74'
L209	S69°32'30"E	110.54'
L210	N00°57'47"E	26.68'
L211	N86°48'35"E	42.09'
L212	N86°48'35"E	22.62'
L213	N70°38'11"E	18.52'
L214	N70°38'11"E	40.02'
L215	N70°38'11"E	25.74'
L216	N53°41'17"E	10.07'
L217	N53°41'17"E	30.62'
L218	N41°27'19"E	5.17'
L219	N41°27'19"E	34.09'
L220	N30°49'46"E	2.79'
L221	N12°00'59"E	7.14'
L222	N00°44'39"E	27.67'
L223	N00°44'39"E	13.71'
L224	S16°48'10"E	22.52'
L225	S54°17'44"E	46.57'
L226	S54°17'44"E	24.87'
L227	S11°58'24"E	19.02'
L228	S11°58'24"E	40.82'
L229	S11°58'24"E	18.20'
L230	S20°00'46"E	22.20'
L231	S20°00'46"E	40.07'
L232	S20°00'46"E	40.07'

L233	S20°00'46"E	50.09'
L234	S21°19'49"E	95.59'
L235	S21°19'49"E	54.68'
L236	S21°19'49"E	107.05'
L237	N68°40'11"E	30.07'
L238	S21°19'49"E	5.00'
L239	N68°40'11"E	5.00'
L240	S66°19'49"E	21.21'
L241	S21°19'49"E	5.00'
L242	N68°40'11"E	5.00'
L243	N68°40'11"E	25.07'
L244	N79°20'22"E	137.42'
L245	N68°40'11"E	30.04'
L246	N79°20'22"E	19.35'
L247	S10°39'38"E	25.98'
L248	S11°08'46"E	66.01'
L249	N09°27'04"E	12.45'
L250	N09°27'04"E	36.73'
L251	N09°27'04"E	53.31'
L252	N09°27'04"E	45.84'
L253	N09°27'04"E	51.48'
L254	N09°27'04"E	45.84'
L255	N09°27'04"E	15.25'
L256	N20°27'29"E	35.98'
L257	N09°27'04"E	4.07'
L258	N20°27'29"E	41.00'
L259	N20°27'29"E	50.02'
L260	N20°27'29"E	45.00'
L261	N20°27'29"E	40.00'
L262	N20°27'29"E	45.81'
L263	N20°27'29"E	40.00'
L264	N20°27'29"E	45.00'
L265	N20°27'29"E	40.00'
L266	N20°27'29"E	56.00'
L267	N20°27'29"E	40.00'
L268	N20°27'29"E	57.06'
L269	N20°27'29"E	19.38'
L270	N06°08'49"E	21.28'
L271	N06°08'49"E	49.94'
L272	N06°08'49"E	41.28'
L273	N06°08'49"E	43.82'
L274	S05°22'10"E	7.51'
L275	S05°22'10"E	31.21'
L276	S05°22'10"E	27.50'
L277	S16°31'58"E	31.77'
L278	N68°40'11"E	35.00'
L279	N68°40'11"E	37.61'
L280	S21°19'49"E	20.59'
L281	N04°59'41"E	55.41'
L282	N06°43'39"E	54.62'
L283	S11°14'29"E	62.27'
L284	S10°21'37"E	59.76'
L285	N66°46'38"E	40.00'
L286	N20°27'29"E	10.51'
L287	S21°19'49"E	120.70'
L288	S21°19'49"E	122.50'
L289	S21°19'49"E	112.50'
L290	S00°14'08"W	250.19'



FINAL PLAT COOL WATER PHASE 4 SECTION 2

CURVE TABLE					
CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	1°33'22"	975.00'	26.48'	S62°45'00"E	26.48'
C2	4°02'10"	1017.51'	71.68'	S67°56'23"E	71.66'
C3	47°40'54"	975.00'	811.40'	S87°29'22"E	788.19'
C4	90°00'00"	15.00'	23.56'	N23°40'11"E	21.21'
C5	1°12'03"	975.00'	20.44'	N69°16'13"E	20.44'
C6	3°22'14"	975.00'	57.36'	N71°33'21"E	57.35'
C7	2°55'49"	975.00'	49.87'	N74°42'23"E	49.86'
C8	2°55'49"	975.00'	49.87'	N77°38'12"E	49.86'
C9	2°55'49"	975.00'	49.87'	N80°34'02"E	49.86'
C10	2°56'37"	975.00'	50.09'	N83°30'15"E	50.08'
C11	2°55'22"	975.00'	49.73'	N86°26'14"E	49.73'
C12	2°55'29"	975.00'	49.77'	N89°21'39"E	49.77'
C13	2°55'49"	975.00'	49.87'	S87°42'42"E	49.86'
C14	3°18'59"	975.00'	56.43'	S84°35'18"E	56.43'
C15	3°10'05"	975.00'	53.91'	S81°20'45"E	53.91'
C16	2°56'05"	975.00'	49.94'	S78°17'40"E	49.94'
C17	2°56'49"	975.00'	50.15'	S75°21'13"E	50.14'
C18	2°59'50"	975.00'	51.00'	S72°22'53"E	51.00'
C19	2°55'49"	975.00'	49.86'	S69°25'04"E	49.86'
C20	2°55'49"	975.00'	49.86'	S66°29'15"E	49.86'
C21	1°22'26"	975.00'	23.38'	S64°20'08"E	23.38'
C22	5°37'45"	475.00'	46.67'	S18°30'57"E	46.65'
C23	90°00'00"	15.00'	23.56'	S66°19'49"E	21.21'
C24	13°19'55"	775.00'	180.33'	N62°00'13"E	179.93'
C25	18°31'59"	325.00'	105.13'	N64°36'15"E	104.67'
C26	52°01'12"	15.00'	13.62'	N47°51'38"E	13.16'
C27	284°02'25"	50.00'	247.87'	S16°07'45"E	61.54'
C28	52°01'12"	15.00'	13.62'	S80°07'09"E	13.16'
C29	15°40'04"	275.00'	75.20'	N66°02'13"E	74.97'
C30	92°51'55"	15.00'	24.31'	N11°46'13"E	21.74'
C31	11°10'40"	325.00'	63.40'	S29°04'24"E	63.30'
C32	92°09'15"	400.00'	643.36'	N22°35'34"E	576.22'
C33	90°00'00"	15.00'	23.56'	N23°40'11"E	21.21'
C34	52°01'12"	15.00'	13.62'	S47°20'25"E	13.16'
C35	194°02'25"	50.00'	169.33'	N23°40'11"E	99.25'
C36	52°01'12"	15.00'	13.62'	S85°19'13"E	13.16'
C37	52°01'12"	15.00'	13.62'	N42°39'35"E	13.16'
C38	194°02'25"	50.00'	169.33'	S66°19'49"E	99.25'
C39	52°01'12"	15.00'	13.62'	N04°40'47"E	13.16'
C40	41°47'18"	325.00'	237.04'	S00°26'10"E	231.82'
C41	31°07'08"	275.00'	149.36'	N04°53'55"E	147.53'
C42	85°03'25"	15.00'	22.27'	S53°11'21"E	20.28'
C43	32°05'00"	1025.00'	573.96'	S79°40'33"E	566.49'
C44	6°23'37"	775.00'	86.48'	N65°28'22"E	86.44'
C45	4°23'27"	775.00'	59.39'	N60°04'50"E	59.38'
C46	2°32'51"	775.00'	34.46'	N56°36'41"E	34.45'
C47	3°55'11"	325.00'	22.23'	N57°17'51"E	22.23'
C48	6°33'45"	325.00'	37.22'	N62°32'19"E	37.20'
C49	6°33'45"	325.00'	37.22'	N69°06'04"E	37.20'
C50	1°29'18"	325.00'	8.44'	N73°07'36"E	8.44'
C51	15°37'48"	50.00'	13.64'	N29°39'56"E	13.60'
C52	48°04'16"	50.00'	41.95'	N61°30'58"E	40.73'
C53	35°09'42"	50.00'	30.68'	S76°52'03"E	30.21'
C54	34°22'19"	50.00'	30.00'	S42°06'03"E	29.55'
C55	25°27'31"	50.00'	22.22'	S12°11'08"E	22.03'
C56	3°55'38"	50.00'	33.10'	N19°30'27"E	32.50'
C57	47°18'13"	50.00'	41.28'	N62°07'23"E	40.12'
C58	40°06'57"	50.00'	35.01'	S74°10'02"E	34.30'
C59	6°03'00"	325.00'	34.32'	S31°38'14"E	34.30'
C60	5°07'40"	325.00'	29.09'	S26°02'54"E	29.08'
C61	3°35'34"	400.00'	25.08'	S21°41'17"E	25.08'
C62	5°23'26"	400.00'	37.63'	S17°11'47"E	37.62'
C63	5°23'25"	400.00'	37.63'	S11°48'21"E	37.62'
C64	5°23'30"	400.00'	37.64'	S06°24'53"E	37.63'
C65	5°25'36"	400.00'	37.89'	S01°00'20"E	37.87'
C66	5°20'51"	400.00'	37.33'	N04°22'53"E	37.32'
C67	6°00'35"	400.00'	41.96'	N10°03'36"E	41.94'
C68	5°43'51"	400.00'	40.01'	N15°55'49"E	39.99'
C69	5°23'24"	400.00'	37.63'	N21°29'27"E	37.62'
C70	5°23'47"	400.00'	37.67'	N26°53'03"E	37.66'
C71	5°24'36"	400.00'	37.77'	N32°17'14"E	37.75'
C72	5°27'08"	400.00'	38.06'	N37°43'06"E	38.05'
C73	5°23'26"	400.00'	37.63'	N43°08'23"E	37.62'
C74	5°24'14"	400.00'	37.73'	N48°32'13"E	37.71'
C75	5°24'49"	400.00'	37.79'	N53°56'45"E	37.78'
C76	5°24'03"	400.00'	37.71'	N59°21'11"E	37.69'
C77	5°23'35"	400.00'	37.65'	N64°45'01"E	37.64'
C78	1°13'23"	400.00'	8.54'	N68°03'30"E	8.54'
C79	15°09'01"	50.00'	13.22'	S65°46'31"E	13.18'
C80	44°29'27"	50.00'	38.83'	S35°57'17"E	37.86'
C81	29°58'10"	50.00'	26.15'	N01°16'31"E	25.86'

C82	30°04'33"	50.00'	26.25'	N31°17'53"E	25.95'
C83	60°15'47"	50.00'	52.59'	N76°28'03"E	50.20'
C84	14°05'27"	50.00'	12.30'	S66°21'20"E	12.27'
C85	38°35'04"	15.00'	10.10'	N49°22'39"E	9.91'
C86	13°26'08"	15.00'	3.52'	N23°22'03"E	3.51'
C87	49°51'56"	50.00'	43.52'	N41°34'57"E	42.16'
C88	29°45'30"	50.00'	25.97'	N81°23'40"E	25.68'
C89	27°28'36"	50.00'	23.98'	S69°59'17"E	23.75'
C90	34°13'55"	50.00'	29.87'	S39°08'02"E	29.43'
C91	52°41'12"	50.00'	45.98'	N04°19'32"E	44.37'
C92	0°01'16"	50.00'	0.02'	N30°40'46"E	0.02'
C93	4°28'13"	325.00'	25.36'	S19°05'43"E	25.35'
C94	7°21'39"	325.00'	41.75'	S13°10'47"E	41.72'
C94	7°27'10"	325.00'	42.28'	S05°46'22"E	42.25'
C95	7°27'10"	325.00'	42.28'	S05°46'22"E	42.25'
C95	7°21'39"	325.00'	41.75'	S01°38'03"W	41.72'
C96	7°21'39"	325.00'	41.75'	N01°38'03"E	41.72'
C96	7°21'39"	325.00'	41.75'	N08°59'42"E	41.72'
C97	7°21'39"	325.00'	41.75'	N08°59'42"E	41.72'
C97	7°19'36"	325.00'	41.56'	N16°20'19"E	41.53'
C98	7°19'36"	325.00'	41.56'	N16°20'19"E	41.53'
C98	0°27'22"	325.00'	2.59'	N20°13'48"E	2.59'
C99	0°27'22"	325.00'	2.59'	N20°13'48"E	2.59'
C99	0°18'33"	275.00'	1.48'	N20°18'13"E	1.48'
C100	0°18'33"	275.00'	1.48'	N20°18'13"E	1.48'
C100	13°39'37"	275.00'	65.57'	N13°19'07"E	65.41'
C101	13°39'37"	275.00'	65.57'	N13°19'07"E	65.41'
C101	12°22'15"	275.00'	59.38'	N00°18'11"E	59.26'
C102	12°22'15"	275.00'	59.38'	N00°18'11"E	59.26'
C102	4°46'42"	275.00'	22.93'	S08°16'17"E	22.93'
C103	4°46'42"	275.00'	22.93'	S08°16'17"E	22.93'
C103	2°48'15"	1025.00'	50.16'	N85°41'04"E	50.16'
C104	2°48'15"	1025.00'	50.16'	N85°41'04"E	50.16'
C104	2°27'43"	1025.00'	44.04'	N88°19'03"E	44.04'
C105	2°27'43"	1025.00'	44.04'	N88°19'03"E	44.04'
C105	2°27'21"	1025.00'	43.93'	S89°13'25"E	43.93'
C106	2°27'21"	1025.00'	43.93'	S89°13'25"E	43.93'
C106	2°27'21"	1025.00'	43.93'	S86°46'04"E	43.93'
C107	2°27'21"	1025.00'	43.93'	S86°46'04"E	43.93'
C107	2°44'33"	1025.00'	49.06'	S84°10'08"E	49.06'
C108	2°44'33"	1025.00'	49.06'	S84°10'08"E	49.06'
C108	2°44'21"	1025.00'	49.00'	S81°25'41"E	49.00'
C109	2°44'21"	1025.00'	49.00'	S81°25'41"E	49.00'
C109	2°26'59"	1025.00'	43.82'	S78°50'01"E	43.82'
C110	2°26'59"	1025.00'	43.82'	S78°50'01"E	43.82'
C110	1°40'37"	1025.00'	30.00'	S76°46'13"E	30.00'
C111	1°40'37"	1025.00'	30.00'	S76°46'13"E	30.00'
C111	2°27'34"	1025.00'	44.00'	S74°42'07"E	44.00'
C112	2°27'34"	1025.00'	44.00'	S74°42'07"E	44.00'
C112	2°27'34"	1025.00'	44.00'	S72°14'33"E	44.00'
C113	2°27'34"	1025.00'	44.00'	S72°14'33"E	44.00'
C113	2°27'34"	1025.00'	44.00'	S69°46'59"E	44.00'
C114	2°27'34"	1025.00'	44.00'	S69°46'59"E	44.00'
C114	2°27'34"	1025.00'	44.00'	S67°19'25"E	44.00'
C115	2°27'34"	1025.00'	44.00'	S67°19'25"E	44.00'
C115	2°27'34"	1025.00'	44.00'	S64°51'50"E	44.00'
C116	2°27'34"	1025.00'	44.00'	S64°51'50"E	44.00'
C117	89°56'14"	15.00'	23.55'	S79°37'51"E	21.20'
C118	11°10'40"	275.00'	53.65'	S29°04'24"E	53.56'
C119	92°09'15"	350.00'	562.94'	N22°35'34"E	504.19'
C120	90°00'00"	15.00'	23.56'	S66°19'49"E	21.21'
C121	41°47'18"	275.00'	200.57'	S00°26'10"E	196.15'
C122	90°00'00"	15.00'	23.56'	N65°27'29"E	21.21'
C123	52°01'12"	15.00'	13.62'	S43°31'55"E	13.16'
C124	284°02'25"	50.00'	247.87'	N20°27'29"E	61.54'
C125	52°01'12"	15.00'	13.62'	N84°26'53"E	13.16'
C126	90°00'00"	15.00'	23.56'	S24°32'31"E	21.21'
C127	41°47'18"	325.00'	237.04'	S00°26'10"E	231.82'
C128	91°16'31"	15.00'	23.90'	N24°18'27"E	21.45'
C129	14°32'40"	825.00'	209.43'	N62°40'22"E	208.86'
C130	4°41'44"	275.00'	22.54'	S32°18'52"E	22.53'
C131	6°28'56"	275.00'	31.11'	S26°43'32"E	31.10'
C132	7°44'24"	350.00'	47.28'	S19°36'52"E	47.24'
C133	9°21'40"	350.00'	57.18'	S11°03'50"E	57.12'

C134	8°38'49"	350.00'	52.82'	S02°03'36"E	52.77'
C135	9°20'56"	350.00'	57.11'	S06°56'16"W	57.05'
C136	10°31'45"	350.00'	64.32'	N16°52'36"E	64.23'
C137	13°02'15"	350.00'	79.64'	N28°39'36"E	79.47'
C138	8°23'10"	350.00'	51.23'	N39°22'18"E	51.18'
C139	9°00'21"	350.00'	55.01'	N48°04'03"E	54.96'
C140	9°00'15"	350.00'	55.00'	N57°04'21"E	54.95'
C141	7°05'42"	350.00'	43.34'	N65°07'20"E	43.31'
C142	8°21'41"	275.00'	40.13'	S17°08'59"E	40.10'
C143	12°54'52"	275.00'	61.99'	S06°30'42"E	61.85'
C144	14°13'52"	275.00'	68.30'	N07°03'40"E	68.13'
C145	6°16'53"	275.00'	30.15'	N17°19'03"E	30.13'
C146	16°49'23"	15.00'	4.40'	S61°07'50"E	4.39'
C147	35°11'50"	15.00'	9.21'	S35°07'13"E	9.07'
C148	44°05'43"	50.00'	38.48'	S39°34'10"E	37.54'
C149	28°28'04"	50.00'	24.84'	S75°51'04"E	24.59'
C150	29°33'32"	50.00'	25.80'	N75°08'08"E	25.51'
C151	39°57'53"	50.00'	34.88'	N40°22'25"E	34.17'
C152	36°29'49"	50.00'	31.85'	N02°08'35"E	31.31'
C153	26°19'18"	50.00'	22.97'	S29°15'59"E	22.77'
C154	30°50'00"	50.00'	26.91'	S57°50'39"E	26.58'
C155	48°18'05"	50.00'	42.15'	N82°35'19"E	40.91'
C156	15°48'33"	15.00'	4.14'	N66°20'33"E	4.13'
C157	36°12'40"	15.00'	9.48'	S87°38'51"E	9.32'
C158	5°03'26"	325.00'	28.69'	N17°55'46"E	28.68'
C159	7°18'08"	325.00'	41.42'	N11°44'59"E	41.39'
C160	6°33'45"	325.00'	37.22'	N04°49'03"E	37.20'
C161	6°33'45"	325.00'	37.22'	S01°44'21"E	37.20'
C162	6°33'45"	325.00'	37.22'	N08°18'27"W	37.20'
C163	6°33'45"	325.00'	37.22'	S14°52'11"E	37.20'
C164	3°10'45"	325.00'	18.03'	S19°44'26"E	18.03'
C165	0°20'43"	825.00'	4.97'	N69°46'21"E	4.97'
C166	6°48'42"	825.00'	98.08'	N66°11'39"E	98.02'
C167	7°23'16"	825.00'	106.38'	N59°05'40"E	106.30'
C168	41°47'18"	275.00'	200.57'	S00°26'10"E	196.15'
C169	41°47'18"	325.00'	237.04'	S00°26'10"E	231.82'
C170	90°00'00"	15.00'	23.56'	N23°40'11"E	21.21'
C171	90°00'00"	15.00'	23.56'	S66°19'49"E	21.21'
C172	41°47'18"	275.00'	200.57'	S00°26'10"E	196.15'
C173	31°07'08"	325.00'	176.52'	N04°53'55"E	174.35'
C174	90°31'47"	15.00'	23.70'	N34°36'15"E	21.31'
C175	11°11'57"	1025.00'	200.35'	N74°16'10"E	200.03'
C176	90°00'00"	15.00'	23.56'	S66°19'49"E	21.21'
C177	1°57'40"	275.00'	9.41'	S20°20'59"E	9.41'
C178	14°55'59"	275.00'	71.67'	S11°54'09"E	71.47'
C179	15°15'50"	275.00'	73.26'	N03°11'45"E	73.05'
C180	9°37'49"	275.00'	46.22'	N15°38'35"E	46.17'
C181	5°18'52"	325.00'	30.15'	N17°48'03"E	30.13'
C182	6°32'36"	325.00'	37.12'	N11°52'19"E	37.10'
C183	6°32'54"	325.00'	37.14'	N05°19'34"E	37.12'
C184	6°33'59"	325.00'	37.25'	S01°13'52"E	37.23'
C185	6°56'37"	325.00'	39.39'	S07°59'11"E	39.36'
C186	9°52'20"	325.00'	56.00'	S16°23'39"E	55.93'
C187	0°41'50"	275.00'	3.35'	S20°58'54"E	3.35'
C188	15°14'39"	275.00'	73.17'	S13°00'40"E	72.95'
C189	13°47'29"	275.00'	66.19'	S01°30'24"W	66.03'
C190	12°03'20"	275.00'	57.86'	N14°25'49"E	57.76'
C191	5°43'27"	325.00'	32.47'	N17°35'46"E	32.46'
C192	7°26'55"	325.00'	42.25'	N11°00'35"E	42.22'
C193	7°18'18"	325.00'	41.44'	N03°37'58"E	41.41'
C194	7°44'42"	325.00'	43.93'	S03°53'32"E	43.90'
C195	2°53'45"	325.00'	16.43'	S09°12'46"E	16.43'
C196	2°44'42"	1025.00'	49.11'	N78°29'47"E	49.10'
C197	2°27'21"	1025.00'	43.93'	N75°53'46"E	43.93'
C198	2°27'21"	1025.00'	43.93'	N73°26'26"E	43.93'
C199	2°27'20"	1025.00'	43.93'	N70°59'06"E	43.92'
C200	1°05'15"	1025.00'	19.45'	N69°12'48"E	19.45'
C201	90°00'00"	25.00'	39.27'	N23°40'11"E	35.36'
C202	90°00'00"	25.00'	39.27'	S66°19'49"E	35.36'
C203	90°00'00"	15.00'	23.56'	N23°40'11"E	21.21'
C204	90°00'00"	15.00'	23.56'	S66°19'49"E	21.21'
C205	1°33'56"	1017.51'	27.80'	S69°10'30"E	27.80'
C206	2°28'14"	1017.51'	43.87'	S67°09'25"E	43.87'

FINAL PLAT
COOL WATER PHASE 4
SECTION 2

FIELD NOTE DESCRIPTION
57.959 ACRES
W. BRYAN SURVEY, A-108
G. SCHNEIDER SURVEY, A-580
WILLIAMSON COUNTY, TEXAS

FIELD NOTE DESCRIPTION OF 57.959 ACRES OF LAND OUT OF THE W. BRYAN SURVEY, ABSTRACT NO. 108, AND THE G. SCHNEIDER SURVEY, ABSTRACT 580, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN 71.956 ACRE TRACT DESCRIBED IN A DEED TO PULTE HOMES OF TEXAS, L.P. RECORDED IN DOCUMENT NUMBER 2021182840 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. THE SAID 57.959 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

NOTE: ALL STEEL PINS SET CITED HEREIN ARE 1/2 INCH DIAMETER WITH CAP MARKED LENZ & ASSOC. BEARINGS CITED HEREIN ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), CENTRAL ZONE.

BEGINNING AT A STEEL PIN SET ON THE EASTERLY LINE OF THE SAID 71.956 ACRE PULTE HOMES OF TEXAS, L.P. TRACT, AT THE SOUTHWEST CORNER OF LOT 19, BLOCK II OF COOL WATER PHASE 2, A SUBDIVISION OF RECORD IN DOCUMENT NUMBER 2021179956 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, THE SAME BEING THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, TRAVERSING THE EASTERLY LINE OF THE SAID 71.956 ACRE PULTE HOMES OF TEXAS, L.P. TRACT, THE SAME BEING THE WESTERLY LINE OF THE SAID COOL WATER PHASE 2 AND THEN THE WESTERLY LINE OF COOL WATER PHASE 3 SECTION 1, A SUBDIVISION OF RECORD IN DOCUMENT NUMBER 2022043667 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY TEXAS, THE FOLLOWING FOURTEEN (14) COURSES AND DISTANCES:

- 1) N 27°54'28" E, 123.69 FEET TO A STEEL PIN SET;
- 2) WITH A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 01°33'22", A RADIUS OF 975.00 FEET, AN ARC OF 26.48 FEET AND A CHORD BEARING AND DISTANCE OF N 62°45'00" W, 26.48 FEET TO A STEEL PIN SET;
- 3) N 26°38'43" E, 200.15 FEET TO A STEEL PIN SET;
- 4) N 66°18'24" W, 92.01 FEET TO A STEEL PIN SET;
- 5) N 88°23'28" W, 113.49 FEET TO A STEEL PIN SET;
- 6) N 77°02'59" W, 57.12 FEET TO A STEEL PIN SET;
- 7) N 00°36'09" E, 88.86 FEET TO A STEEL PIN SET;
- 8) N 07°20'16" W, 400.67 FEET TO A STEEL PIN SET;
- 9) N 02°37'37" W, 153.19 FEET TO A STEEL PIN SET AT THE NORTHWEST CORNER OF THE SAID COOL WATER PHASE 2, THE SAME BEING AN EXTERIOR CORNER OF THE SAID COOL WATER PHASE 3 SECTION 1;
- 10) N 02°15'05" W, 175.96 FEET TO A STEEL PIN SET;
- 11) N 19°43'42" W, 178.55 FEET TO A STEEL PIN SET;
- 12) N 32°43'16" W, 199.99 FEET TO A STEEL PIN SET;
- 13) N 17°45'05" W, 195.56 FEET TO A STEEL PIN SET;
- 14) N 30°52'36" E, 112.37 FEET TO A STEEL PIN SET AT THE NORTHEAST CORNER THE SAID 71.956 ACRE PULTE HOMES OF TEXAS, L.P. TRACT, ON THE SOUTHWEST LINE OF THAT CERTAIN 73.72 ACRE TRACT CALLED FIRST TRACT IN A DEED TO WESS A. CASSENS, JR. AND WIFE, HELEN M. CASSENS RECORDED IN VOLUME 533, PAGE 440 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS FROM WHICH A 1/2 INCH DIAMETER STEEL PIN FOUND WITH CAP MARKED FOREST BEARS S 59°07'24" W, 142.52 FEET;

THENCE, N 59°07'24" W, A DISTANCE OF 472.86 FEET ALONG A COMMON LINE BETWEEN THE SAID 71.956 ACRE PULTE HOMES OF TEXAS, L.P. TRACT AND THE SAID 73.73 ACRE CASSENS TRACT TO A STEEL PIN SET;

THENCE, S 67°47'15" W, A DISTANCE OF 495.21 FEET ALONG THE NORTH LINE OF THE SAID 71.956 ACRE PULTE HOMES OF TEXAS, L.P. TRACT, THE SAME BEING A SOUTH LINE OF THE SAID 73.72 ACRE CASSENS TRACT AND THEN THE SOUTH LINE OF THAT CERTAIN 1.28 ACRE TRACT CALLED SECOND TRACT IN THE SAID DEED TO CASSENS, TO A STEEL PIN SET AT THE NORTHEAST CORNER OF SONTERRA SECTION 13, A SUBDIVISION OF RECORD IN DOCUMENT NUMBER 2020067209 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS;

THENCE, ALONG THE EAST LINE OF THE SAID SONTERRA SECTION 13 SUBDIVISION, THE SAME BEING THE WESTERLY LINE OF THE SAID 71.956 ACRE PULTE HOMES OF TEXAS, L.P. TRACT, THE FOLLOWING FORTY-ONE (41) COURSES AND DISTANCES:

- 1) S 44°34'20" W, 57.16 FEET TO A STEEL PIN SET;
- 2) S 66°57'10" W, 57.78 FEET TO A STEEL PIN SET;
- 3) S 01°17'57" E, 30.49 FEET TO A STEEL PIN SET;
- 4) N 85°19'35" E, 27.89 FEET TO A STEEL PIN SET;
- 5) S 81°11'38" E, 49.44 FEET TO A STEEL PIN SET;
- 6) S 05°33'29" W, 46.79 FEET TO A STEEL PIN SET;
- 7) S 08°48'56" E, 34.97 FEET TO A STEEL PIN SET;
- 8) S 51°48'32" W, 20.18 FEET TO A STEEL PIN SET;
- 9) S 19°36'31" W, 53.73 FEET TO A STEEL PIN SET;
- 10) S 03°07'19" E, 71.99 FEET TO A STEEL PIN SET;
- 11) S 13°48'57" E, 44.26 FEET TO A STEEL PIN SET;
- 12) S 18°34'49" E, 64.68 FEET TO A STEEL PIN SET;
- 13) S 49°54'02" W, 20.65 FEET TO A STEEL PIN SET;
- 14) N 89°31'52" W, 21.56 FEET TO A STEEL PIN SET;
- 15) S 30°36'02" W, 41.38 FEET TO A COMPUTED POINT;
- 16) S 00°45'56" E, 36.06 FEET TO A COMPUTED POINT;
- 17) S 73°55'51" E, 29.41 FEET TO A COMPUTED POINT;
- 18) S 30°18'25" E, 20.77 FEET TO A COMPUTED POINT;
- 19) S 23°41'20" W, 29.31 FEET TO A COMPUTED POINT ;
- 20) S 76°56'08" W, 55.51 FEET TO A COMPUTED POINT;
- 21) S 15°46'04" W, 14.06 FEET TO A COMPUTED POINT;
- 22) S 68°42'30" E, 22.53 FEET TO A COMPUTED POINT ;
- 23) S 01°42'29" E, 23.13 FEET TO A COMPUTED POINT;
- 24) S 62°53'08" W, 26.31 FEET TO A COMPUTED POINT;
- 25) S 55°28'43" W, 26.98 FEET TO A COMPUTED POINT;
- 26) N 66°02'58" W, 19.38 FEET TO A COMPUTED POINT;

- 27) N 54°25'19" W, 12.17 FEET TO A COMPUTED POINT;
- 28) S 60°31'43" W, 17.62 FEET TO A COMPUTED POINT;
- 29) N 17°08'30" W, 58.03 FEET TO A STEEL PIN SET;
- 30) S 84°39'57" W, 49.42 FEET TO A COMPUTED POINT;
- 31) N 84°49'42" W, 44.08 FEET TO A COMPUTED POINT;
- 32) N 23°35'20" W, 39.37 FEET TO A STEEL PIN SET;
- 33) S 53°02'03" W, 41.53 FEET TO A STEEL PIN SET;
- 34) S 23°33'14" W, 64.24 FEET TO A STEEL PIN SET;
- 35) S 27°09'40" E, 65.72 FEET TO A STEEL PIN SET;
- 36) S 15°35'58" E, 45.50 FEET TO A STEEL PIN SET;
- 37) S 01°38'53" E, 47.19 FEET TO A STEEL PIN SET;
- 38) S 09°57'56" W, 51.85 FEET TO A STEEL PIN SET;
- 39) S 01°03'45" E, 102.11 FEET TO A STEEL PIN SET;
- 40) S 00°14'08" W, 250.19 FEET TO A STEEL PIN SET;

41) S 27°49'40" W, A DISTANCE OF 199.97 FEET TO A STEEL PIN SET ON THE EAST LINE OF THAT CERTAIN 73.919 ACRE TRACT DESCRIBED IN A DEED TO GORDON L. STANFORD RECORDED IN VOLUME 2307, PAGE 524 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS AT THE SOUTHEAST CORNER OF THE SAID SONTERRA SECTION 13 SUBDIVISION, FROM WHICH A FLAT STEEL BAR FOUND AT THE NORTHEAST CORNER OF THE SAID 73.919 ACRE STANFORD TRACT, THE SAME BEING AN INTERIOR CORNER OF THE SAID SONTERRA SECTION 13 SUBDIVISION BEARS N 17°10'15" W, 99.97 FEET;

THENCE, S 17°10'15" E, A DISTANCE OF 906.33 FEET ALONG THE WESTERLY LINE OF THE SAID 71.956 ACRE PULTE HOMES OF TEXAS, L.P. TRACT TO AN AXLE FOUND AT AN INTERIOR CORNER OF THAT CERTAIN 13.581 ACRE TRACT DESCRIBED IN A DEED TO GORDON L. STANFORD AND WIFE, DONNA WALSH STANFORD RECORDED IN DOCUMENT NUMBER 9856521 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, THE SAME BEING AN EXTERIOR CORNER OF THE SAID 71.956 ACRE PULTE HOMES OF TEXAS, L.P. TRACT;

THENCE, ALONG COMMON LINES BETWEEN THE SAID 71.956 ACRE PULTE HOMES OF TEXAS, L.P. TRACT AND THE SAID 13.581 ACRE STANFORD TRACT, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

- 1) N 55°19'37" E, 575.38 FEET TO A STEEL PIN SET;
- 2) S 15°10'27" E, 9.22 FEET TO A STEEL PIN SET;
- THENCE, TRAVERSING THE INTERIOR OF THE SAID 71.956 ACRE PULTE HOMES OF TEXAS, L.P. TRACT, THE FOLLOWING TWELVE (12) COURSES AND DISTANCES:
- 1) N 72°17'35" E, 116.78 FEET TO A STEEL PIN SET;
- 2) N 68°40'11" E, 52.29 FEET TO A STEEL PIN SET;
- 3) N 21°19'49" W, 38.77 FEET TO A STEEL PIN SET;
- 4) N 68°40'11" E, 63.00 FEET TO A STEEL PIN SET;
- 5) N 77°07'19" E, 87.40 FEET TO A STEEL PIN SET;

- 6) N 81°35'24" E, 88.41 FEET TO A STEEL PIN SET;
- 7) N 86°33'57" E, 88.26 FEET TO A STEEL PIN SET;
- 8) S 88°28'24" E, 87.88 FEET TO A STEEL PIN SET;
- 9) S 83°29'54" E, 88.77 FEET TO A STEEL PIN SET;
- 10) S 78°22'09" E, 93.35 FEET TO A STEEL PIN SET;
- 11) S 72°50'56" E, 102.64 FEET TO A STEEL PIN SET;
- 12) WITH A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 04°02'10", A RADIUS OF 1017.51 FEET, AN ARC OF 71.68 FEET AND A CHORD BEARING AND DISTANCE OF S 67°56'23" E, 71.66 FEET TO THE PLACE OF BEGINNING, CONTAINING 57.959 ACRES OF LAND, MORE OR LESS.



LENZ & ASSOCIATES, INC.

FIRM No. 100290-00

COMPLETE PROFESSIONAL LAND SURVEYING SERVICES

(512) 443-1174

4150 FREIDRICH LANE, SUITE A1

AUSTIN, TEXAS 78744

SURVEY #: 2022-0067 F.B.

FINAL PLAT COOL WATER PHASE 4 SECTION 2

NOTES:

1) THE OWNER UNDERSTANDS THAT IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE CITY OR COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS RELATING TO THE ENVIRONMENT, INCLUDING, BUT NOT LIMITED TO THE ENDANGERED SPECIES ACT, STATE AQUIFER REGULATIONS, AND MUNICIPAL WATERSHED ORDINANCES.

2) A 10' WIDE UTILITY EASEMENT SHALL BE DEDICATED ADJACENT TO ALL STREET R.O.W. ON ALL LOTS.

3) PROPERTY OWNER SHALL PROVIDE FOR ACCESS TO DRAINAGE EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY REGULATORY AUTHORITIES.

4) ALL EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR THEIR ASSIGNS.

5) THIS SUBDIVISION IS NOT LOCATED WITHIN THE EDWARDS AQUIFER.

6) MAINTENANCE OF THE DRAINAGE EASEMENTS SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER.

7) THIS SUBDIVISION IS LOCATED WITHIN THE JURISDICTION OF WILLIAMSON COUNTY.

8) BUILDING SETBACK LINES SHALL BE IN ACCORDANCE WITH SETBACKS SHOWN HEREON, APPLICABLE OWNER RESTRICTIONS RECORDED IN COUNTY RECORDS OR APPLICABLE ORDINANCES.

9) DRIVEWAY ACCESS TO LOTS WITHIN THIS SUBDIVISION FROM SIDE STREETS IS PROHIBITED.

10) NO STRUCTURE OR IMPROVEMENT ON ANY LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A WATER SUPPLY SYSTEM APPROVED BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY.

11) NO STRUCTURE OR IMPROVEMENT ON ANY LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A WASTEWATER COLLECTION SYSTEM APPROVED BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY.

12) THE OWNER OF THIS SUBDIVISION AND HIS HEIRS, SUCCESSORS AND ASSIGNS ASSUMES THE RESPONSIBILITY FOR PLANS FOR CONSTRUCTION OF ALL SUBDIVISION IMPROVEMENTS WHICH SHALL COMPLY WITH APPLICABLE CODES, RULES AND REGULATIONS AND REQUIREMENTS OF WILLIAMSON COUNTY, TEXAS AND THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY WHICH ARE IN EFFECT AND APPLICABLE AT THE TIME THE IMPROVEMENTS ARE DESIGNED AND CONSTRUCTED. THE OWNER UNDERSTANDS AND AGREES THAT PLAT VACATION AND REPLATTING MAY BE REQUIRED AT THE OWNERS SOLE EXPENSE IF PLANS TO CONSTRUCT THIS SUBDIVISION DO NOT COMPLY WITH SUCH CODES AND REQUIREMENTS.

13) WATER AND WASTEWATER SERVICE TO THIS SUBDIVISION WILL BE PROVIDED BY THE SONTERRA MUNICIPAL UTILITY DISTRICT.

14) WATER AND WASTEWATER SYSTEMS SERVING THIS SUBDIVISION SHALL BE DESIGNED AND INSTALLED IN ACCORDANCE WITH THE DESIGN AND CONSTRUCTION STANDARDS OF THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) OR WILLIAMSON COUNTY. PLANS AND SPECIFICATIONS SHALL BE SUBMITTED TO TCEQ AND OTHER AGENCIES AS APPROPRIATE AT THE TIME SUCH PLANS ARE PREPARED.

15) ALL STREETS ARE TO BE DEDICATED FOR PUBLIC USE.

16) THERE ARE NO CEMETERY SITES, EXISTING OR PROPOSED SCHOOL SITES OR OTHER PUBLIC SITES PROPOSED WITHIN THIS SUBDIVISION.

17) IF ANY SIDEWALKS ARE CONSTRUCTED IN THIS SUBDIVISION, THEY WILL BE OWNED AND MAINTAINED BY THE SONTERRA MUNICIPAL UTILITY DISTRICT OR THE HOMEOWNER'S ASSOCIATION.

18) ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS.

19) CONSTRUCTION OF ANY IMPROVEMENTS ON ANY LOT IN THE SUBDIVISION IS SUBJECT TO THE COVENANTS AND RESTRICTIONS FOR COOL WATER DEVELOPMENT AREA AS RECORDED IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

20) IMPROVEMENTS WITHIN THE COUNTY RIGHT-OF-WAY INCLUDING, BUT NOT LIMITED TO LANDSCAPING, IRRIGATION, LIGHTING, CUSTOM SIGNS IS PROHIBITED WITHOUT AN EXECUTED LICENSE AGREEMENT WITH WILLIAMSON COUNTY.

21) AN EASEMENT 3 FEET IN WIDTH IS HEREBY DEDICATED ALONG EACH INTERIOR SIDE LOT LINE AND EACH REAR LOT LINE FOR PUBLIC UTILITIES.

22) IN ORDER TO PROMOTE POSITIVE DRAINAGE AWAY FROM A STRUCTURE, FINISHED FLOOR ELEVATIONS SHOULD BE BUILT AT LEAST ONE FOOT ABOVE THE SURROUNDING GROUND AND THE GROUND SHOULD BE GRADED AWAY FROM THE STRUCTURE AT A SLOPE OF 1/2 INCH PER FOOT FOR A DISTANCE OF AT LEAST 10 FEET.

23) THE MINIMUM FINISHED FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN FIVE FEET OUTSIDE THE PERIMETER OF THE BUILDING, OR ONE FOOT ABOVE THE BFE, WHICHEVER IS HIGHER.

24) THE MINIMUM FINISHED FLOOR ELEVATIONS (F.F.E.) FOR LOTS SHOWN ON THIS PLAT ARE DETERMINED BY A STUDY PREPARED BY PAPE-DAWSON ENGINEERS, INC. DATED SEPTEMBER 2021.

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

26) 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 ADJACENT STREETS.

27) ANY OWNER/BUILDER THAT INSTALLS A SIDEWALK MUST INSTALL RAMPS TO ADA COMPLIANCE.

28) USE OF PUBLIC UTILITY EASEMENTS BY FRANCHISE UTILITIES SHALL BE APPROVED BY THE SONTERRA MUNICIPAL UTILITY DISTRICT OR THE HOMEOWNER'S ASSOCIATION.

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LENZ & ASSOCIATES, INC.

FIRM No. 100290-00

COMPLETE PROFESSIONAL LAND SURVEYING SERVICES



(512) 443-1174
4150 FREIDRICH LANE, SUITE A1
AUSTIN, TEXAS 78744

SURVEY #: 2022-0067

F.B.

FINAL PLAT COOL WATER PHASE 4 SECTION 2

STATE OF TEXAS }
COUNTY OF WILLIAMSON }

KNOWN ALL PERSONS BY THESE PRESENTS:

PULTE HOMES OF TEXAS, L.P., ACTING BY AND THROUGH STEPHEN ASHLOCK, VICE PRESIDENT OF LAND MANAGEMENT, SOLE OWNER OF THAT CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN DEED RECORDED IN DOCUMENT NO. 2021182840 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DO HEREBY STATE THAT THERE ARE NO LIEN HOLDERS OF THOSE CERTAIN TRACTS OF LAND, AND DO HEREBY SUBDIVIDE THE PORTION OF THE SAID TRACTS AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE, 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 "COOL WATER PHASE 4 SECTION 2"

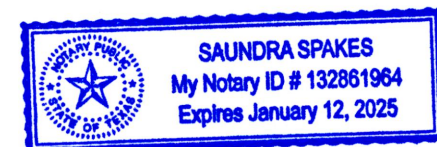
TO CERTIFY WHICH, WITNESS MY HAND THIS THE 20th DAY OF June, 2022.

Stephen Ashlock
PULTE HOMES OF TEXAS, L.P.
BY: STEPHEN ASHLOCK, VICE PRESIDENT OF LAND MANAGEMENT
9401 AMBERGLEN BOULEVARD
BUILDING I, SUITE 150
AUSTIN, TEXAS 78729

STATE OF TEXAS }
COUNTY OF Texas }

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE 20 DAY OF June, 2022, A.D. BY Stephen Ashlock ACTING IN THE CAPACITY HEREIN STATED.

Sandra Spikes
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
MY COMMISSION EXPIRES 1/12/2025



SURVEYOR'S CERTIFICATE

I, TIMOTHY A LENZ, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING AND HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY HEREON MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION. ALL CORNER MONUMENTS WERE FOUND OR SET AS SHOWN HEREON.

Timothy A. Lenz 6-16-2022
TIMOTHY A. LENZ DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4393
LENZ & ASSOCIATES, INC.
FIRM NO. 100290-00
4150 FREIDRICH LANE, SUITE A1
AUSTIN, TEXAS 78744



I, MICHAEL S. FISHER, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF ENGINEERING AND HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE APPLICABLE ORDINANCE OF WILLIAMSON COUNTY, TEXAS AND THAT A PORTION OF THIS SUBDIVISION IS CONTAINED WITHIN THE 100 YEAR FLOOD PLAIN AS IDENTIFIED ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NUMBER 48491C0150F DATED DECEMBER 20, 2019 FOR WILLIAMSON COUNTY, TEXAS.

Michael S. Fisher 6/20/22
MICHAEL S. FISHER, P.E. DATE
REGISTERED PROFESSIONAL ENGINEER NO. 87704
PAPE-DAWSON ENGINEERS, INC.
FIRM NO. 470
10801 NORTH MOPAC EXPRESSWAY
BUILDING 3, SUITE 200
AUSTIN, TEXAS 78759



ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE 21 DAY OF June, 2022, A.D.

Cindy Bridges
WILLIAMSON COUNTY ADDRESS COORDINATOR
Cindy Bridges

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 OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT, OR OF CONSTRUCTING ANY OF THE BRIDGES OR DRAINAGE IMPROVEMENTS IN CONNECTION THEREWITH. THE COUNTY WILL ASSUME NO RESPONSIBILITY FOR DRAINAGE WAYS OR EASEMENTS IN THE SUBDIVISION, OTHER THAN THOSE DRAINING OR PROTECTING THE ROAD SYSTEM.

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.

STATE OF TEXAS }
COUNTY OF WILLIAMSON }

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

Bill Gravel Jr. 6/20/22
BILL GRAVELL Jr. DATE
COUNTY JUDGE, WILLIAMSON COUNTY, TEXAS

STATE OF TEXAS }
COUNTY OF WILLIAMSON }

KNOWN ALL MEN BY THESE PRESENTS:

I, NANCY RISTER, COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS, 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 WILLIAMSON COUNTY, TEXAS, IN DOCUMENT NUMBER _____

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, COUNTY CLERK, WILLIAMSON COUNTY, TEXAS

BY _____ DEPUTY

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LENZ & ASSOCIATES, INC.

FIRM NO. 100290-00

COMPLETE PROFESSIONAL LAND SURVEYING SERVICES



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SURVEY #: 2022-0067

F.B.

Commissioners Court - Regular Session**28.****Meeting Date:** 06/28/2022

comp item new positions

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

Information**Agenda Item**

Discuss, consider and take appropriate action on the compensation policy regarding funding new positions at higher than the minimum of the assigned grade for FY23.

Background

Human Resources has researched funding estimates and the potential for compression issues and will be available for questions.

Fiscal Impact

From/To	Acct No.	Description	Amount
---------	----------	-------------	--------

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Rebecca Clemons

Final Approval Date: 06/22/2022

Reviewed By

Becky Pruitt

Date

06/22/2022 12:40 PM

Started On: 06/21/2022 07:14 PM

Commissioners Court - Regular Session**29.****Meeting Date:** 06/28/2022

EPMdraft1

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

Information**Agenda Item**

Discuss, consider and take appropriate action on recommended changes to the Employee Policy Manual, effective October 1, 2022.

Background

This is the first draft of changes for FY23. Please note formatting issues will be fixed after any changes are approved.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

EPMdraft.round1

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Rebecca Clemons

Final Approval Date: 06/22/2022

Reviewed By

Becky Pruitt

Date

06/22/2022 12:49 PM

Started On: 06/21/2022 07:20 PM



**WILLIAMSON
COUNTY**

1848



Employee Policy Manual

Effective October 1, 2021



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Policy Manual Disclaimer

This employee policy manual constitutes the general personnel policies for all Williamson County employees. It does not constitute a contract or provide a guarantee of employment. Policies may be altered, deleted, or amended at any time by action of the Commissioners Court. If any provision or part of a provision of these policies is held invalid, unlawful, or unenforceable, it will not affect the validity of the remaining provisions or parts of provisions, which will remain in effect. In cases where federal or state laws or regulations supersede local guidelines, such laws or regulations will substitute for these personnel guidelines only insofar as necessary for compliance. Specific departments may have additional policies unique to their operations.

Elected official's rights and responsibilities as defined by Texas law supersede these policies where conflicts may occur. Elected officials are encouraged to follow all policies contained herein in order to provide uniform application across the County and to protect the County against potential employment related issues.

About Williamson County Government

Williamson County's government organization is established by the Constitution of the State of Texas and by state statutes. Its operations are governed by state and federal law and by actions of the Commissioners Court.

Commissioners Court

The Commissioners Court consists of four County Commissioners; each elected by the voters of a Commissioners precinct, and a County Judge, elected by all of the voters of the County. Officials are elected for a four-year term. The Commissioners Court is the chief policy, administrative, and executive branch of County government.

County Operations

County operations are conducted through departments and offices; each administered by an elected public official or an appointed department head.



Employment

At Will Employment

Employment with Williamson County is on an at-will basis:

- An employee may resign at any time with or without notice.
- Williamson County may terminate the employment relationship at any time with or without cause or notice.
- Williamson County may change the terms and conditions of employment at any time, with or without notice.

Equal Employment Opportunity & ADA Compliance;

Williamson County is committed to providing a workplace free of discrimination. All employment decisions (hiring, compensation, promotions, terminations, etc.) are made without regard to any covered or protected class as defined by law and applicable statements of the law by the Equal Employment Opportunity Commission (EEOC) or disability as defined by the Americans with Disabilities Act and applicable state laws, including those enforced by the Texas Workforce Commission. If an employee requires an accommodation due to a disability, contact the Human Resources Department.

Employment Status

- **Full-time:** Full time positions are scheduled to work consistently 30 or more hours in a pay week.
- **Part-time:** Part time positions are scheduled to work no more than 29 hours in a pay week and are not eligible for benefits or longevity pay.
- **Temporary:** Temporary employees are limited to working 130 days in a calendar year. They are not eligible for TCDRS retirement, benefits, holidays, leave time, or County longevity pay.

Position Classification

Positions are classified as exempt or non-exempt based on the definitions and requirements of the Federal Labor Standards Act (FLSA).

- **Exempt:** Exempt positions are salaried positions which are not eligible for overtime or compensatory time.
- **Non-Exempt:** Non-exempt positions are hourly positions which are eligible for overtime pay or compensatory time as determined by County policy.

* All full-time, part-time and temporary employees must reside within the State of Texas during the scope of their employment.



Employment

Overtime

Classification	Eligibility	Accrual
Exempt	NO	Exempt employees are not eligible for overtime compensation.
Non-Exempt	YES	<ul style="list-style-type: none"> Time and a half pay or compensatory time after 40 hours actually worked in a work week. Determination of pay vs comp time is based on departmental budget.
Non-Exempt: Department of Infrastructure	YES	<ul style="list-style-type: none"> Time and a half compensatory time after 40 hours actually worked. In the event of a public safety emergency, the Senior Director has the discretion to grant overtime pay at time and a half to those employees performing emergency response duties at the request of their supervisor.
Non-Exempt: Public Safety Positions	YES	Time and a half overtime pay or compensatory time after 40 hours worked.
Non-Exempt: Law Enforcement and Corrections Officers	YES	Time and a half overtime pay or compensatory time after 86 hours worked in a 14 day pay period. The hours worked between 80 and 86 hours, for this period, are compensated at straight overtime pay or compensatory time.
Non-Exempt Catastrophic Event Pay	YES	Upon EOC activation and/or declaration of a local, state or federal disaster, non-exempt essential personnel (EP) may receive time and one-half pay in lieu of compensatory time, once the normal hours required before overtime eligibility have been exceeded.

All overtime must be preapproved by the Elected Official or Department Head. Only hours actually worked are included in the determination of overtime as it is based on hours actually worked. Sick leave, vacation, holidays, and other absences from the workplace do not count toward the accrual of overtime. Time sheets must be balanced to the number of hours scheduled per pay period. As used above, overtime may refer to accruals of compensatory time or payments.

Compensatory time is limited to 240 hours, all hours above this limit will be paid at time and one-half.

*EMS and Emergency Communications use leave based on scheduled shift hours, rather than the pay period.



Employment

Recruitment

When a position becomes vacant, the position may be posted externally through Human Resources, internally (within the department) by the Elected Official or Department Head or the position may be filled by an applicant that has previously applied for a ~~similar-like~~ position within the past 180 days. The Elected Official, Department Head or their designee will make the final selection in the recruitment process. The chart below generally defines the processes:

Job Posting Options

Type	Description	Documentation	Process
External Job Posting	Vacant position is posted online through Human Resources.	A request to post must be sent to Human Resources.	Position will be posted through online hiring system for a minimum of 5 calendar days.
Internal Job Posting	Vacant position is posted internally through email or other written communication method within the hiring department only.	An email or manual written posting may be used to notify employees of the vacancy.	<ul style="list-style-type: none"> • Notify internal employees of the opportunity and provide instructions on how they must apply (i.e. via resume, email response, etc.). • Applications should be accepted for a minimum of 5 calendar days.
Applicant Pool	Applications are reviewed from a previous posting for the same or similar position. <u>Candidate applications submitted in response to job posting.</u>	Contact Human Resources to request applications from the a previous posting for a <u>position with the same title and grade within the past 180 days.</u>	Applications will be provided through the online hiring system for the hiring manager to review.

Candidate Selection Process

All candidates being considered should meet the minimum requirements for the position and should go through a consistent screening and interviewing process. Once a candidate is selected, the hiring manager must notify Human Resources to complete the final steps in the hiring process.

Nepotism

Nepotism is the hiring or influencing others to hire relatives without regard to merit. The County and the [Texas Government Code Chapter 573](#) outline specific rules prohibiting the appointment, confirmation of appointment, or voting for the appointment (or confirmation of appointment) of a relative. Refer to the Texas Government Code Chapter 573 (Relationships by Consanguinity or by Affinity) for additional clarification. ~~In compliance with its own policies,~~ The Commissioners Court will not affirm any ~~Officer-employee~~ who is related to another employee within the same department their chain of command or reporting structure.

Changes in relationships which may violate this policy, must be immediately reported to Human Resources

Employment

Hiring Post TCDRS Retirement

Williamson County elected officials, department heads, or other agents of the County may not make any prior commitments, agreements, or arrangements to rehire a Williamson County TCDRS retiree. Any retiree selected for a position with Williamson County will require pre-approval from the Human Resources Department due to TCDRS rules. If the retiree is on Williamson County retiree health benefits, the [benefit-enrollment](#) waiting period still applies.

Pre-Employment Screening

Potential employees of Williamson County may be required to submit to a criminal history check, physical exam, drug screening or other job-specific screening, prior to employment. Any job offer is contingent upon successfully completing and meeting the requirements of these screenings. If additional information is received after employment begins which fails to meet the screening requirements, the employment relationship may be terminated. False information provided by an applicant will disqualify the applicant from consideration, or if discovered after employment begins may result in termination.

Post Hire

New Employee Orientation

All new employees must attend new employee orientation before the end of the pay period in which they are hired.



Direct Deposit

Direct Deposit is strongly recommended. The first pay check will be mailed to the address of record, as could the first paycheck whenever changing banking institutions or account information. Pay remittance slips can be viewed and printed online located on the Wilco Self Service site in Oracle.

Texas County and District Retirement System Contributions (TCDRS)

All officials, part-time and full-time employees are required to participate in the Texas County and District Retirement System ([TCDRS](#)) as a condition of employment. Temporary employees are exempt from participation as specified by Retirement System regulations. The required contribution is deducted from an employees pay each pay period.



Employment

Transfers

Employees transferring from one County office or department to another should give at least a two-week written notice to their current official/department head. The current official/department head may waive the two-week period. If an employee status changes from a non-exempt to an exempt position, the employee's current compensatory time balance will be paid out as of the last day in the non-exempt position and at the hourly rate for the non-exempt position. Compensatory time will also be paid out when a non-exempt employee transfers from one County department to another. If an employee transfers from a position that allows for a higher vacation or sick leave balance, the amount that is in excess of the limit for the new position will be forfeited. Transfers to and from WCCHD, Museum or CSCD are considered employment separations.

Separation of Employment

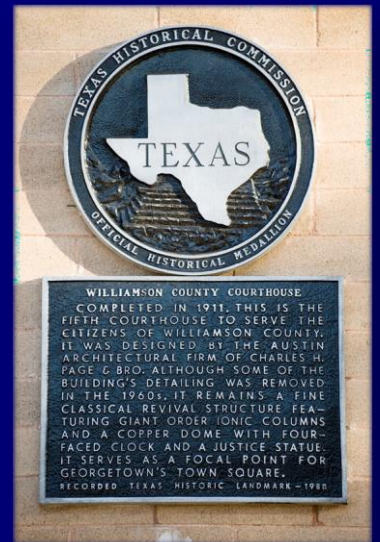
Employees are required to provide at least a two-week written notice in order to resign in good standing. The last day of employment is the last day the employee is present at work. Leave time cannot be used on the last day of employment, with the exception of administrative leave or medical leave covered under or at the conclusion of FMLA. In some cases, the last day of employment may be adjusted after a review and approval process involving the department, Human Resources, and the County Auditor's Office. At the discretion of the Elected Official or Department Head, the resignation may be accepted immediately or at any time within the resignation notice period. In the event that an employee passes away, the last date of employment will be the last date worked or the last day on approved leave with the exception of vacation leave. Employees must return all Williamson County property immediately upon request or upon termination of employment. Any items not returned may be deducted from the final paycheck for certain eligible employees. The following will be paid on the final paycheck or when County assets have been disabled/returned to the County:

- Eligible accrued vacation time
- Comp time
- Unused holiday time banked prior to October 1, 2014

Adjusted Service Dates for Rehired Employees (non-retirement)

Employees rehired within 90 days from his/her last employment termination date, will be reinstated with service time based on a calculated adjusted service date. The adjusted service date is the original date of employment minus the number of break in service days. The adjusted service date will also be used for determining vacation and County longevity accrual rates. Employees rehired 91 or more days after separation of employment will not receive service credit for previous employment, unless a one-time exception, that cannot exceed a one year break in service, is awarded based on review and approval by Human Resources (factors considered include high turnover positions, knowledge skills and abilities of a former employee or other special circumstances).

Refer to the [Uniformed Services Employment and Re-employment Rights Act \(USERRA\)](#) for reemployment rights if the break in service is related to active military leave. Contact the Human Resource Department for assistance.



Work Environment

Communications to Employees

All employees are assigned a County email address. County email is the official communication tool for employee communications. All employees are responsible for accessing and reviewing their County email on a regular basis.

Breaks

Supervisors may schedule breaks to accommodate operating requirements. County offices are encouraged to stay open during the noon hour to better serve the public. Supervisors will inform employees of breaks, if any, and the break schedule. The Fair Labor Standards Act (FLSA) does not require employers to provide breaks or meal periods to employees.

- Breaks of less than 20 minutes will not require the employee to clock out and will be considered compensable time.
- Breaks of more than 20 minutes (i.e. errands) will require non-exempt employees to clock out and not ~~to~~ perform any work during that time.
- Lunch breaks will be for a period of not less than 30 minutes, during which ~~the non-exempt~~ employees clock out and may not perform any work.

Lactation breaks

For up to one year after a child's birth, any employee who is breastfeeding her child will be provided reasonable break times as needed with the same rules for breaks as listed above. Williamson County has designated certain rooms for this purpose. Employees who work off-site or in other locations will be accommodated with a private area as necessary.

Reporting Time Worked and Leave Time

Timesheets must be approved and signed off by the employee and department designee, on the day indicated on the payroll calendar by the time indicated by the Auditor Payroll Department. Employee timesheets must be balanced to their regularly scheduled hours for the work week.

- Nonexempt: Employees must report all hours worked and leave time taken in the timekeeping system.
- Exempt: Employees do not enter the hours worked, but must record leave time such as sick, or vacation, ~~and FMLA~~ in the timekeeping system. Holiday time is preloaded for all exempt employees. Payroll must be contacted to adjust holiday time if an exempt employee works on the holiday.

Time records are a governmental record and according to Texas Penal Code Section 37.10 you are tampering with a government record if you knowingly submit your time record inaccurately

Employee Leave Policies

Employees accrue vacation and sick leave on the last day of each pay period. The leave hours will be adjusted when employees have any unpaid leave, with the exception of workers compensation. The leave chart on the next page provides the policies related to the various leave types authorized by the County.

Don't forget to
check County
email daily!



Leave Chart

Use of accrued leave must be approved by the Elected Official or Department Head

**Employees are encouraged to take leave throughout the year, as business needs can change and leave approval is not guaranteed.*

Type	Rate of Accrual	Max <u>Accrual /</u> <u>Payout</u>	Policy
VACATION 160 hours accrual max	< 5 years = 3 Hours 5 minutes per pay period	80 hours	<ul style="list-style-type: none"> Leave is accrued at the end of the pay period. Changes in work schedules may result in adjustments to leave balances & accruals. Part-time employees earn 1.5 hours per pay period with the same max accrual as Full-time employees- (Effective 10/1/16). Proration may occur for full-time employees that work less than 30 hours per week. Contact Human Resources for more information. ◆ Accrual max rates will change to max payout rates effective 10/1/2022-
	5 to < 10 Years = 4 hours 37 minutes per pay period	120 hours	
	10 + years= 6 Hours 10 minutes per pay period	160 hours	
VACATION (EMS Paramedics on 24-hour shifts) 168 hours accrual max	< 10 years = 5 Hours 32 minutes per pay period	144 hours (6 shifts)	<ul style="list-style-type: none"> May only be used for illness or medical appointment for employee or <i>qualifying</i> family member, as defined by FMLA. May not be used to care for a newborn child or the placement of a child with the employee for adoption or foster care without certification from the treating physician of the child having a serious medical condition. May be required to provide documentation. Not a substitute for vacation. Part-time employees earn 1.5 hours per pay period with the same max accrual as full-time employee (Effective 10/1/16).
	10+ years = 6 Hours 27 minutes per pay period	168 hours (7 shifts)	
SICK LEAVE 480 hours accrual max	4 hours per pay period	N/A (Not paid at termination)	<ul style="list-style-type: none"> Only available to full-time employees. <u>◆ Available to new hires as of start date.</u> Must be used by end of fiscal year. ◆ EMS Paramedics will receive two days- (up to 12 hours each, based on normal shift assignment)- <u>EMS Paramedics will receive up to 12 hours based on normal shift assignment.</u>
SICK LEAVE (EMS Paramedics on 24-hour Shifts) 672 hours accrual max	6 hours per pay period	N/A (Not paid at termination)	
FLOATING HOLIDAY*	2 (8-hour) days per fiscal year (Effective October 1, 2017) <u>Does not roll over</u>	N/A (Not paid at termination)	<ul style="list-style-type: none"> Dates are established by Commissioners Court annually, subject to change. Employee must work or be on approved paid leave the day before and after the holiday. EMS Paramedics will receive up to 12 hours based on normal shift assignment.
HOLIDAY*	<ul style="list-style-type: none"> Part-time employees receive 4 hours Full-time employees receive 8 hours 	N/A (Not paid at termination)	
BEREAVEMENT LEAVE*	2 (8-hour) days per fiscal year (Effective October 1, 2017) <u>Does not roll over</u>	N/A (Not paid at termination)	<ul style="list-style-type: none"> May be granted following the death of a friend or family member at the discretion of your department's leadership. Documentation may be required. ◆ EMS Paramedics will receive two days- (up to 12 hours each, based on normal shift assignment)- <u>◆ EMS Paramedics will receive up to 12 hours based on normal shift assignment.</u>
PUBLIC SAFETY ADJUSTMENT	64 hours per fiscal year, does not roll over	N/A (Not paid at termination)	

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as

scheduled.

*Refer to Non-Exempt Public Safety Adjustment policy

Leave Chart

Use of accrued leave must be approved by the Elected Official or Department Head

**Employees are encouraged to take leave throughout the year, as business needs can change and leave approval is not guaranteed.*

Type	Rate of Accrual	Max Accrual	Policy
CIVIL LEAVE	Includes jury duty, voting, work related court summons, USERRA (Uniformed Services Employment & Re-employment Rights Act)	N/A	<ul style="list-style-type: none"> Employee must show jury duty summons to their supervisor and must return to work if time permits. County employees will be paid if they are required to miss their regularly scheduled work shift, in addition to the jury pay from the court. Time off to vote may be approved due to unusual circumstances, please refer to State of Texas Regulations. Leave may be approved when an employee is summoned to testify for a case that is work related only. The first 15 days (per fiscal year) of Military Leave (USERRA) will be paid without the requirement of leave usage by the employee. Beyond the first 15 days the employee may choose to use vacation leave or be placed on leave without pay. Contact HR for further information related to USERRA leave and benefit continuation.
BAD WEATHER	As determined by order of the County Judge	N/A	<ul style="list-style-type: none"> Employee must be at work or scheduled and ready for work on the day of office closure. Employees on approved leave of any type are not eligible. If office closure continues beyond 5 consecutive days, employees must use vacation pay, compensatory time, personal holiday or unpaid leave unless otherwise determined by Commissioners Court.
ESSENTIAL PERSONNEL LEAVE	As determined by order of the County Judge	N/A	<ul style="list-style-type: none"> Leave is granted when exempt employees must work during office closure that has been declared by the County Judge. EP leave must be used before the end of the current fiscal year.



Leave Chart

Use of accrued leave must be approved by the Elected Official or Department Head

**Employees are encouraged to take leave throughout the year, as business needs can change and leave approval is not guaranteed.*

Type	Rate of Accrual	Max Accrual	Policy
BANKED HOLIDAY LEAVE	Determined by number of hours worked on the holiday.	200 hours	<ul style="list-style-type: none"> Will not be paid upon termination if earned after 10/1/14.
COMPENSATORY LEAVE	Refer to Overtime Policies for accrual.	240 hours	<ul style="list-style-type: none"> Must be used before vacation time.
WORKERS COMPENSATION LEAVE	Used by employees that must miss work due to an on-the-job injury.	N/A	<ul style="list-style-type: none"> Any on the job injury must be reported immediately, failure to report within 30 days of the injury may result in a denial of benefits including leave (Texas labor code Sec.409.001). HR will coordinate leave and medical care with the Worker's Compensation carrier. FMLA can run concurrently with lost time under workers' compensation and may provide for medical insurance continuation if you are receiving workers' compensation income benefits. Contact HR for more information.
PAID QUARANTINE LEAVE	Used by employees who are ordered by their supervisor or the Local Health Authority to quarantine or isolate due to a possible or known exposure to a communicable disease while on duty.	N/A	<ul style="list-style-type: none"> As defined by HB 2073 eligible County employees include peace officers, corrections officers, paramedics, and emergency medical technicians employed by, appointed by, or elected for a political subdivision. Covers all employee benefits, including compensation for all regularly-scheduled shift hours, leave accruals, retirement benefits, and health plan benefits for the duration of the leave. Quarantine reimbursements may also be submitted for reasonable related costs. Contact HR for more information.

Wilco PTO leave time is applied in the following order:

1) Compensatory time 2) Vacation leave

Note: All leave accruals are based on time actually worked by the employee, leave accrues at the end of the pay period and will be adjusted or removed if the employee has any unpaid leave, other than workers compensation, in the pay week.

A list of County Holidays can be found on wilco.org



For more information on leave time, visit:

[Wilco 365 HR Generalist Site](http://Wilco365HRGeneralistSite)

Family Medical Leave Chart

As required by law, Williamson County will permit eligible employees to take family or medical leave ("FMLA leave"), in accordance with the terms of this policy.

Eligibility	<ul style="list-style-type: none"> • Worked for the County for at least 12 months. • Worked a minimum of 1250 hours in the last 12 months.
Entitlement	Qualifying Reasons/Policy
Basic FMLA	
<ul style="list-style-type: none"> • 12 weeks, unpaid leave, per rolling year; if criteria is met including relationship rules. 	<ul style="list-style-type: none"> • FMLA is unpaid time off to care for a newborn child or the placement of a child with the employee for adoption or foster care. Employees are not eligible to utilize sick leave or sick leave pool, without certification of the child having a serious medical condition. • To care for spouse, child, or parent of the employee who has a serious health condition. • Employee's own serious health condition. • Employees requesting leave to care for an immediate family member with a serious health condition, may be required to submit proof of the familial relationship, such as a birth certificate or marriage license. • Eligible employees with accrued leave will have the leave applied in the following order when the leave is related to a serious medical condition: sick, PTO, essential pay, banked holiday, floating holiday. • Eligible employees with accrued leave will have the leave applied in the following order when the leave is <u>not</u> related to a serious medical condition: PTO, essential pay, banked holiday, floating holiday. • Holiday leave will not bank, it will be utilized in the week earned.
Military Family Leave- Qualifying Exigency Leave	
<ul style="list-style-type: none"> • Any period of absence due to or necessitated by USERRA-covered military service must be counted in determining an employee's eligibility for FMLA leave. • Employees may be entitled to take their Basic FMLA Leave for a "Qualifying Exigency" if the employee's spouse, son, or daughter, or parent is a member of the National Guard, Reserves, or a regular component of the Armed forces, and on covered active duty or called to covered active duty. 	<p>Qualifying exigency is unpaid time off and may include:</p> <ul style="list-style-type: none"> • Short-notice deployment when the military member is notified seven or less calendar days prior to deployment. This is limited to 7 days of leave. • Attending certain military events related to the call to duty. • To attend to childcare and school activities necessary to arrange for alternative childcare necessitated by the call to duty. • To attend to certain financial and legal arrangements as a result of the military member's absence while on duty. • In some instances, to attend counseling arising from the covered active duty or call to covered active duty status of a military member. • To spend up to 15 days of leave with a military member on a short leave for rest and recuperation. • To attend post-deployment activities during the 90 days after the termination of the military member's covered active duty status or to address issues related to the death of a military member while on covered active duty. • To care for a military member's parent who is incapable of self-care when the care is necessitated by the military member's covered active duty, such as to arrange for alternative care for a military member's parent, to provide care on an immediate need basis or to attend meetings with staff at a military member's parent's care facility. • Other activities arising out of the military member's covered active duty or call to covered active duty as agreed upon by the Company and the employee. • Eligible employees with accrued leave will have the leave applied in the following order: PTO, essential pay, banked holiday, floating holiday.

Family Medical Leave Chart

As required by law, Williamson County will permit eligible employees to take family or medical leave ("FMLA leave"), in accordance with the terms of this policy

Entitlement	Policy
Military Family Leave- Service Member Caregiver Leave	
<ul style="list-style-type: none"> • Under certain circumstances, employees who meet the eligibility requirements for FMLA leave to take up to 26 weeks of leave in a single 12-month period to care for their ill or injured spouse, child, parent or next of kin (closest blood relative), who is a covered service member. • If a husband and wife both work for the Company and each wishes to take leave to care for a covered injured or ill service member, the husband and wife may only take a combined total of 26 weeks of leave. • The 26 weeks of leave includes any Basic FMLA leave taken. However, if the leave qualifies both for Basic FMLA leave and for Service member Caregiver Leave, then the leave will first be designated as Service member Caregiver leave. • The single 12-month period begins on the first day the eligible team member takes FMLA leave to care for a covered service member and ends 12 months after that date. If an eligible team member does not take all of his or her 26 weeks of leave entitlement to care for a covered service member during this "single 12-month period," the remaining part of his or her 26 workweeks of leave entitlement to care for the covered service member is forfeited. The 26 week leave entitlement is to be applied on a per-covered-service member, per-injury basis. 	<p>The term "covered service member" for purposes of Service member Caregiver Leave means:</p> <ul style="list-style-type: none"> • A member of the Armed Forces (including a member of the National Guard or Reserves) who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness. • A veteran who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness and who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during the period of 5 years preceding the first date on which the veteran takes FMLA leave to care for the covered veteran. <p>The term "serious injury or illness":</p> <ul style="list-style-type: none"> • In the case of a member of the Armed Forces (including a member of the National Guard or Reserves), means an injury or illness that was incurred by the member in line of duty on covered active duty in the Armed Forces (or existed before the beginning of the member's covered active duty and was aggravated by service in line of duty on covered active duty in the Armed Forces) and that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating. • In the case of a veteran who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during a period when the person was a covered service member, means a qualifying (as defined by the Secretary of Labor) injury or illness that was incurred by the member in line of duty on a covered active duty in the Armed Forces (or existed before the beginning of the member's covered active duty and was aggravated by service in line of duty on covered active duty in the Armed Forces) and that manifested itself before or after the member became a veteran. • Certification for the serious injury or illness of the covered service member may be required, the employee must respond to such request within 15 days or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave.

Please contact Human Resources for additional information below:

• *Since the laws and regulations governing military leave and military family leave are frequently being changed, if you have any military related leave request, please check with Human Resources to determine eligibility under the then current applicable rules.*

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| • Restoration of Employment | • Relationship to PTO | • Status Reports |
| • Employee Benefits | • Notification | • Intermittent Leave |
| • Group Health Benefits | • Certification of Health | • Failure to Return from FMLA Leave |
| | | • Baby Bonding FMLA Leave |

Administrative Leave

Occurrences of administrative leave with pay are rare, but may be appropriate when the Department Head believes immediate action is necessary to protect an employee, the Department, the public, and/or needs additional time to investigate an employee's performance or behavior.

Type	Department	Policy
Administrative Leave (with pay)	Non-Elected & Elected Offices	<ul style="list-style-type: none"> May not be used during or to extend FMLA. Paid Admin Leave lasting more than ten days will require approval of the County Judge for <u>non-elected</u> offices only. If the County Judge denies a request to grant admin leave with pay in excess of ten days, the <u>non-elected</u> office may appeal such denial to Commissioners Court. The employee will be paid base wages, this will not count as hours worked for overtime purposes. Medical benefits will continue at active employee rates. The employee must contact his/her supervisor weekly, and remain available to return to duty with 12 hours' notice. If the employee returns to work, he/she shall receive full credit for any suspended accruals/<u>County</u> longevity/supplemental pay, unless determined otherwise. Any paid leave time other than sick leave, that has been accumulated will be applied retroactively to the time spent on paid admin leave, upon returning to duty. Leave will be applied as follows: compensatory time, vacation, banked holiday.
Administrative Leave (without pay)	Non-Elected & Elected Offices	<ul style="list-style-type: none"> Temporarily suspends employees job duties. Exempt employees may only be placed on admin leave without pay for serious infractions of workplace conduct policies. Full days/full week periods are administered for Exempt employees on admin leave without pay (partial days will not be granted). Employees may not substitute accrued paid leave during unpaid admin leave. Employee must coordinate payment of medical and dental benefits with the HR Department. Employees may be required to periodically contact their supervisor.
Administrative Leave (with or without pay)	Elected Offices County Auditor's Office Juvenile Services	<ul style="list-style-type: none"> Must provide the Senior Director of HR with written notice that sets forth: the name of the employee being placed on admin leave, whether admin leave is with pay or without pay, and the estimated duration of the leave. If the employee is reinstated or terminated the Elected Official/Appointed Official must provide the Sr. Director of HR with the time and date of the employee's reinstatement/termination.
Administrative Leave (with or without pay)	Non-Elected Offices	<ul style="list-style-type: none"> Department heads and appointed positions who are direct reports to Commissioners Court may place an employee on Admin Leave with pay with HR consultation. Subject to the oversight of Commissioners Court. HR will provide proper notices/estimated time duration to the employee that is placed on paid admin leave.
Reinstatement	Non-Elected & Elected Offices	<ul style="list-style-type: none"> The County does not guarantee the reinstatement of an employee on admin leave, unless reinstatement is required by some other protected leave.
Other Information	Non-Elected & Elected Offices	<ul style="list-style-type: none"> Paid leave will not be accrued while employee is on any admin leave for one or more full pay periods. County longevity or supplemental pay shall not be paid while employee is on any admin leave for one or more pay periods. Supplemental pay is defined in the budget order.

Elected Officials are strongly encouraged to comply with all administrative leave policies that are applicable to employees in non-elected offices. As a part of the Commissioners Court budgetary responsibilities and fiduciary oversight of public funds, the Commissioners Court will consider the amount of time that an Elected Official has granted in administrative leave during the prior fiscal year. Elected Officials will continue to maintain the right to terminate employees under their sphere of authority or provide harsher penalties, within applicable legal rules, than those that are set out and encouraged herein. Elected Officials are strongly encouraged to consult with the Sr. Director of the Williamson County Human Resources Department prior to placing employees on administrative leave and prior to making reinstatement and termination of employment decisions.

Sick Leave Pool

Membership	Policy
BENEFIT SUMMARY	<ul style="list-style-type: none"> Per Texas Local Government Code Sec.157.075: A participating enrolled employee is eligible to use time contributed to the County sick leave pool if: because of a catastrophic injury or illness and the employee has exhausted all the accrued paid leave and compensatory time to which the employee is otherwise entitled. Provides sick leave to an eligible employee once the employee has exhausted all accrued/banked paid leave. The maximum amount of Sick Leave Pool (SLP) time that may be granted per benefit year will not exceed 1/3 of the total amount in the SLP, or 240 hours, whichever is less, at the time of the request for SLP.
ENROLLMENT	<ul style="list-style-type: none"> One <u>continuous</u> year of full-time employment must be completed as of first day of open enrollment. A minimum of 8 Hours and no more than 40 hours must be contributed. Must enroll each year during benefits open enrollment. Contributed sick leave hours will be deducted on the 1st day of the pay period which includes January 1st. <u>Sick leave balance must meet or exceed employee's selected contribution amount.</u>
QUALIFICATION	<ul style="list-style-type: none"> An employee with an illness or injury that makes them unable to perform their job while on approved FMLA for their own serious medical condition <u>catastrophic injury or illness</u>. SLP time will not be granted to an employee when they are receiving workers' compensation income benefits under the Texas Workers Compensation Act. SLP time will not be granted beyond the end date of approved FMLA leave (12 week max). <u>There is no guarantee that an employee will receive or be eligible to be reimbursed for any time that they contribute.</u> <u>All withdrawal requests must go through an approval process.</u> Employees cannot receive time from the SLP if they are placed on temporary suspension, administrative leave, authorized non-medical leave without pay or are otherwise terminated.
PROCEDURE	<ul style="list-style-type: none"> Employees must apply for permission to receive SLP benefits. (Contact the Human Resources Department for more information) Upon receipt of the completed SLP benefit request, Human Resources will review the request, along with the <u>and</u> FMLA documentation <u>to determine whether the request is approved.</u>
UTILIZATION	<ul style="list-style-type: none"> The number of hours granted through the SLP will be based on the FMLA documentation <u>or report of catastrophic illness or injury.</u> SLP time may only be used for approved workdays and for holidays. SLP benefits end when the employee returns to work, exhausts the SLP benefit, upon separation, suspension or administrative leave.
CONTRIBUTIONS	<ul style="list-style-type: none"> Employee contributions of sick leave hours are irrevocable. Sick leave hours that are contributed become the property of the SLP and cannot be returned. Time contributed to the SLP cannot be designated to a particular employee. If, at any time, the SLP balance falls below two times the number of members, each member will be required to contribute eight additional hours to maintain membership. An employee separating from employment may contribute up to 80 hours of sick leave to the SLP. All unused time that was granted to an employee from the SLP shall be returned to the pool.
DISCLAIMER	<ul style="list-style-type: none"> The County may discontinue and/or terminate the SLP program without cause, legal repercussions, or ramifications with 120 day written notice to all participating employees. If any provision of this SLP is determined to be invalid or unenforceable, it is the intention of the County that the provision will be reformed to the best extent possible in its sole discretion. The guidelines, terms, and conditions of this SLP program may be amended at any time. The Commissioners Court must approve any recommended amendment.

Work Environment

Benefits

Williamson County offers an excellent comprehensive benefits package to all full-time employees. Benefits are administered by the Benefits Administration team, which is a division of the Human Resources Department. Benefit plans are reviewed annually by the Benefits Committee, which has the responsibility to make final recommendations to the Commissioners Court for approval. Additional benefit information is provided in the chart below:

Benefits

- Full-time employees are eligible for medical, vision, dental, group term life, voluntary term life, FSA and voluntary supplemental benefits coverage on the first of the month following the completion of 60 days of employment.
- Current employees can make changes to benefits only during open enrollment or due to a qualified life event.
- If an employee is on leave under USERRA, it is the employee's responsibility to cancel benefits if they are no longer needed.

Type	Policy	Premium Payment
Medical, Vision, Dental	<ul style="list-style-type: none"> • Full-time employees must enroll during initial-open<u>new-hire</u> enrollment period and/or subsequent open-enrollment <u>periods</u>. 	<ul style="list-style-type: none"> • Employees are responsible for the employee portion of all benefit premiums. If an employee is on leave without pay (LWOP), for any reason, unpaid premiums must be paid through payroll deductions upon return to work.
Voluntary Term Life	<ul style="list-style-type: none"> • Full-time employees may purchase additional voluntary life insurance for themselves and their dependents during initial-open<u>new-hire</u> enrollment or during open enrollment. 	<ul style="list-style-type: none"> • Employees who do not return to work, after LWOP, are responsible for unpaid premiums.
Short Term Long Term Disability (STD/LTD)	<ul style="list-style-type: none"> • Full-time employees may select STD/LTD during open enrollment. If STD/LTD are not selected during the initial open enrollment, or if there is a gap in coverage, an application will need to be submitted prior to coverage enrollment. 	<ul style="list-style-type: none"> • Failure to pay premiums will result in termination of benefits. Benefits termination will be determined based on the last payroll deduction. • Upon retirement, the retiree benefit premiums must be paid prior to the month of coverage.
Flex Spending Account (FSA) Health & Dependent Care	<ul style="list-style-type: none"> • Full-time employees may elect FSA during initial-new-hire benefit enrollment or subsequent open enrollment. • Maximums may apply. 	<ul style="list-style-type: none"> • If an employee is on leave without pay, for any reason, the employee is responsible for the elected benefit deduction to be paid within the same elected tax plan year as the elected benefit. • Contributions may be paid by the employee: <ul style="list-style-type: none"> • After tax payment during leave without pay • Pre-tax payroll deduction upon return • If contributions are unpaid, benefits may be terminated back to the last date of the pay period in which premiums are paid.
Group Term Life	<ul style="list-style-type: none"> • Full-time employees receive group life insurance for themselves and covered spouse/children at no cost. 	<ul style="list-style-type: none"> • Premiums paid by employer regardless of active employee status.
Voluntary Supplemental Benefits	<ul style="list-style-type: none"> • Full-time employees may purchase these additional offerings during initial-open<u>new-hire</u> enrollment or during a subsequent open enrollment. 	<ul style="list-style-type: none"> • If an employee is on leave without pay, premiums must be paid directly to vendors to avoid cancellation. • Once the employee returns to work, premiums will be deducted from paycheck as previously scheduled.
Employee Assistance Program (EAP)	<ul style="list-style-type: none"> • EAP services are<u>is</u> provided at no cost to all full-time and part-time employees <u>and offers 24/7/365 access to short-term counseling, WorkLife services, legal and financial consultations, ID theft and fraud resolution, wellness tools, and much more.</u> 	<ul style="list-style-type: none"> • <u>N/AEAP is provided at no cost to all full-time and part-time employees regardless of enrollment status in medical benefits.</u> • <u>EAP extends to household members.</u> • <u>The benefit waiting period does not apply to EAP, which is available on start date.</u>

Retirement	<ul style="list-style-type: none">• Williamson County has a very generous retirement plan which all full-time and part-time employees are required to contribute to every pay period.	<ul style="list-style-type: none">• N/A See additional information on TCDRS in the Employment section.• Visit TCDRS at <u>www.tcdrs.org</u>
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Expenditure Guidelines

Type	Policy
Continuing Education & Training	<ul style="list-style-type: none"> • If the County requires an employee to attend a training/certification program directly related to their job description, the County may pay for the full or partial cost of the program including any training materials, exam, or licensing fees. • If the County pays for any portion of the class/training program and other fees, the employee must complete the requirements of the program including passing any exams required or the employee may be required to reimburse the County. • Recertification of any required job-related certifications may be paid for by the County and are limited to two times for each renewal period. • The employee will be responsible for paying any further recertification costs if unsuccessful on the first two attempts and the employee will not be reimbursed. • Employees must have written approval from the Department Head/Elected Official for all second attempts for recertification. • The funds for these items must be available in the departments training budget.
Tuition Reimbursement	<ul style="list-style-type: none"> • The County may pay for tuition, related to obtaining a degree <u>or certification</u> directly relevant to County business, as defined by the office or department involved, and pre-approved by the County Auditor for full-time employees. • The <u>class/workcourse(s)</u> must provide skills and/or knowledge directly related to the job description. • A copy of the job description and the course/<u>certification</u> description must be submitted with the approval request. • The funds for these items must be available in the appropriate department's training budget • If approved, the County will reimburse only the actual number of credits per each course up to a total of 6 credit hours per fiscal year. • After completing the course(s)/testing and achieving a passing grade, per course requirements, employees may apply for reimbursement of 100% tuition or testing fees, not to exceed that which would be payable at a state supported college or university.
Off-Site Staff Development	<ul style="list-style-type: none"> • Off-site staff development is a period away from normal activities for study and instruction under a professional trainer or a subject matter expert. • Off-site staff development is limited to twice per fiscal year, per department/division. At least one of the off-site trainings must be at a County facility (Conference Room, Park, etc.). • The total cost for off-site staff development should not exceed the normal and/or customary cost for individual employee training expenses and meal reimbursements should not exceed the daily per-diem rate (per employee). • A list of attendees must be submitted for documentation as required by IRS Publication #463 (a sign-in sheet is required).
Seminars & Conferences	<ul style="list-style-type: none"> • All training should be obtained at the closest possible location. • If an employee is registered to attend a training opportunity and is subsequently not able to attend, a County substitute should attend in their place, or a refund shall be requested. • Only job-related training will be <u>processed for payment approved</u>. • An employee can request payment directly to the seminar/conference by submitting a check request form to the Accounts Payable department with proper backup documentation, may take up to 20 days for processing. • Employees will not be reimbursed for registration fees until after the conference/training has taken place. • A receipt is required for all fees related to the conference/training.

Expenditure Guidelines

Type	Policy
Airfare	<ul style="list-style-type: none"> • Employees are responsible for excess cost and additional travel expenses resulting from taking an indirect route, an early departure, or a delayed return trip for personal preference or convenience (supporting documentation showing the fee comparison is required). • Airfare must be paid directly to the airline or Accent Travel, (i.e. no other travel agencies such as Expedia). • Airfare purchased on a personal credit card will be reimbursed after the trip has been completed. • Air travel delays which require an overnight stay may be reimbursed with documentation supporting the delay if the airline has refused to provide complimentary lodging. • The County will not issue reimbursements for tickets purchased with frequent flyer miles. • A maximum of 2 bags will be reimbursed. Excess baggage fees will not be reimbursed. • For out of state travel, the County will reimburse personal auto mileage not to exceed what would have been the applicable airfare (Southwest Wanna Get Away) plus estimated ancillary charges such as airport parking, rental car, etc.
Car Rental	<ul style="list-style-type: none"> • Travelers may rent a car at their destination when it is less expensive than other transportation modes such as taxis, airport shuttles or public transportation. • Cars rented should be economy or mid-sized (luxury vehicle rentals will not be reimbursed). • Renting cars for travel within the County is prohibited unless otherwise approved by the Auditor's Office. • An employee may rent a car to travel to the business destination outside the County, only if the total cost of the rental is less than the mileage reimbursement cost, documentation showing the cost comparison between the rental cost and mileage may be required. • The rental car must be returned with a full tank of gas unless it has been pre-paid. Please use the less expensive option. • Rental cars must be rented from a nationally recognized company (i.e. Hertz, Enterprise, etc.). • The rental agreement and the charge card receipt (if applicable) must be turned in with the expense request. • Insurance purchased when renting a vehicle may also be reimbursed. • The County has a government account with Enterprise, which includes insurance. Contact the Auditor's Office for the account number. It is strictly for business purposes. • A motor vehicle rental tax exemption certificate should be completed and turned in at the time of the rental for all vehicle rentals inside Texas (form located on the Auditor's Portal).
Personal Car Usage	<ul style="list-style-type: none"> • Any county official or employee who is authorized to use their personal vehicle to travel on official County business may be entitled to receive a reimbursement equal to the standard mileage rate allowed by the IRS. • For changes in work site, mileage is only reimbursed between County offices, it is not reimbursed when initially reporting to an alternate work location, or returning home from the alternate work location. • Mileage will be reimbursed based on the most common route, including toll roads (if a detour, note the detour and the additional mileage due to the detour). • For out of state travel, the County will reimburse personal auto mileage not to exceed what would have been the applicable airfare (Southwest Wanna Get Away) plus estimated ancillary charges such as airport parking, rental car, etc. • Reimbursement for mileage is prohibited between place of residence and usual place of work. • Mileage should be calculated from an employee's regular place of work or residence, whichever is the shorter distance when traveling to a meeting, conference, or seminar. • When more than one employee travels in the same vehicle, only the driver may claim mileage reimbursement. • To be reimbursed for the use of a personal vehicle, travelers must provide the following information on their expense report, per IRS guidelines: date, location traveled to and from, purpose of travel and number of miles traveled. • Airport parking fees are limited to \$15 per day (ABIA economy lots are least expensive). • Tolls and parking fees, if reasonable, are reimbursable. Receipts are required for reimbursement of parking fees. If a receipt is not obtainable, then written documentation of the expense must be submitted for reimbursement. • It is the responsibility of the employee to keep track of mileage. • Employees assigned to a County vehicle are not eligible for mileage reimbursement. • Operating and maintenance expenses, as well as other personal expenses (such as parking tickets, traffic violations, car repairs and collision damage) are not reimbursable.

Type

Policy

Lodging

- Lodging expenses are reimbursed only if travel is beyond a 45-mile radius from the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626.
- Government rate or least expensive rate should be requested at all times.
- Hotel accommodations require an itemized hotel folio as a receipt.
- When lodging is shared by two or more employees, the names of the authorized travelers should be noted on the receipt.
- Personal telephone charges, whether local or long distance, are not reimbursable.
- Single room rate charge plus any applicable tax is reimbursable, no exceptions.

Meals

- ~~The reimbursement of meal costs for travel of less than one day will be reimbursed on the employee's paycheck and will be processed as taxable income.~~
- Meals are reimbursable only for County business trips that are outside the County with the exception of;
 - Commissioners Court meetings that extend beyond 1:00 p.m. and
 - Off-site staff development opportunities that are held within the County.
- Meal reimbursements are limited to a maximum of \$50.00 per day as follows:

<u>Travel Type</u>	<u>Daily Meal Reimbursement Maximum</u>
<u>Day-trip (work concluded by 8:00 pm)</u>	<u>\$25</u>
<u>Day-trip (work extends beyond 8:00 pm)</u>	<u>\$59</u>
<u>Overnight travel (excluding return travel date, see below)</u>	<u>\$59</u>
<u>Overnight travel return date (returning before 8:00 pm)</u>	<u>\$25</u>
<u>Overnight travel return date (returning after 8:00 pm)</u>	<u>\$59</u>

- ~~\$20.00 for meals when traveling outside the County for day trips.~~
- ~~\$20.00 for meals on day of return for overnight travel (unless returning after 8pm).~~
- ~~\$50.00 for meals when traveling outside the County with an overnight stay or work hours extend beyond 8:00pm (documentation may be required).~~
- ~~If an overnight stay is required, out of County, but the stay does not exceed a 45-mile radius from the Historic Courthouse, an employee may claim an amount up to the \$50.00 overnight allowance for meals, lodging will not be reimbursed.~~
- ~~\$50.00 for meals when traveling outside the County for day trips and the work hours extend beyond 8:00pm (documentation may be required).~~

- The reimbursement of meal costs for travel of less than one day will be reimbursed on the employee's paycheck and will be processed as taxable income.
- All meals not associated with an overnight stay are taxable.
- If an overnight stay is required, out of County, but the stay does not exceed a 45-mile radius from the Historic Courthouse, an employee may claim an amount up to the \$59.00 overnight allowance for meals, lodging will not be reimbursed.
- Any meals related to business travel cannot be charged to the p-card except in certain cases, approved in advance by the Auditor.
- ~~All meals not associated with an overnight stay are taxable.~~
- Meal receipts are not required for per-diem.
- Alcoholic beverages are not reimbursed.
- If employment duties require traveling to alternate work locations within the County, meals are not reimbursable.
- Meals purchased for entertainment/business purposes are not allowed.
- Meal reimbursements are paid for County employees only.



Expenditure Guidelines

Type	Policy
General Travel Information	<ul style="list-style-type: none"> • An advance will not be issued for travel expenditures. • All travel expenses must be supported with an itemized receipt. • All purchases for airfare, hotels, car rentals, and expense reimbursements require back-up documentation indicating the business purpose of the expense. Acceptable documentation must contain the dates, location, and purpose of the trip, which could include the following: training/meeting agenda, certificate of completion, conference registration, etc. • Reimbursement for transportation costs will be at the most reasonable means of transport, such as purchasing Southwest Airlines tickets at the Wanna Get Away rate. • Additional expenses associated with the extended travel (such as a Saturday night stay) may be reimbursed when the cost of airfare would be less than the cost of additional expenses (lodging, meals). Documentation is required to justify the expense. • The use of travel websites such as Expedia, Priceline, Travelocity, etc., are prohibited as these expenses and taxes are not itemized, and generally do not have cancellation policies. Rental cars may be an exception if an itemized receipt is available. Accent Travel is available for booking airfare, and there is an account setup for the County. • Cancellation fees and unused travel expenses are not reimbursable unless due to a business-related <u>expensereason</u>, or a personal emergency as approved by the County Auditor. Documentation for the change must be submitted for consideration. These include fees related to changing or canceling a flight, cancellation fees related to lodging, or unused travel arrangements. • Personal purchases using a p-card are not allowed. If a charge is made on a p-card for a personal purchase (by mistake), employees must include a check made payable to Williamson County, with the p-card statement. • Expense reimbursements & p-card statements both require their own backup documentation (who, what, when, where) as applicable.
Expense Reimbursement	<ul style="list-style-type: none"> • With the exception of per diem and mileage, all requests for reimbursement require itemized receipts. • Each expense reimbursement must have the employee signature and department head approval. • All expense reimbursements must be received in the Auditor's Office within 60 days of the incurrence of the expense. Any items over the 60 days will be denied reimbursement; unless specifically approved by the County Judge. • Tax for meals, airline tickets, hotel stays and parking are normally the only taxes that will be reimbursed for purchases. The sales tax exemption form is available on the Auditor's Portal. • Employees are responsible for repayment of inappropriately reimbursed expenses whenever an audit or subsequent review of the travel expense reimbursement documentation finds an employee submitted reimbursement contrary to these guidelines. • Expenses incurred due to an employee or an elected official serving on a board or committee of an association related to County employment will only be reimbursed to the extent that the association does not reimburse. Documentation of the request for reimbursement, will need to be provided from the association along with the association's denial of the request. • The Auditor's Office may request additional documentation for any or all reimbursements. • Reimbursements for business travel require documentation showing the purpose of the trip, the location, the dates, and the person attending. (who, what, when, and where) • Hotel folios shall be included as backup.

Non-Reimbursable Expenses

Type	Examples
Personal Purchases	<ul style="list-style-type: none"> • Damage to personal items (clothing, vehicle, etc.). • Personal phone calls. • Laundry services or personal clothing. • Personal doctor bills, prescriptions, and other medical services. • Entertainment, movie rentals, saunas, massages, or exercise facilities. • Baby-sitter fees, personal kennel costs, pet or house-sitting fees. • Expenses incurred by a spouse or other individual accompany you on a business trip.
Meals Food Drink	<ul style="list-style-type: none"> • Coffee, tea, and other related items used by employees while in the office. • Alcoholic beverages/tobacco products. • Drinking water services. • Refreshments for office parties, retirements, etc. (Excludes Employee Fund Allowable Events).
Travel	<ul style="list-style-type: none"> • Short-term or valet parking at the airport (other than short term parking related to prison transports). • Parking should not exceed \$15 per day. Economy B-G lots are long term parking lots at ABIA, and are approved for County Employee Parking. • Non-Airport Parking: Valet service is not an option unless safety is a concern. • Mileage to/from County functions not related to official County business (ex: retirement party). • Transportation to places of entertainment or similar personal activities. • Excessive weight baggage fees or cost associated with more than two airline bags. • Upgrades to airfare, hotel or car rental.
Miscellaneous	<ul style="list-style-type: none"> • Expenses related to County Government Week or holiday decorations. • Flowers/Plants. • Greeting, thank you, or holiday cards. • Fines and/or penalties. • Credit card delinquency or service fees. • Lifetime memberships to any association. • Donations to other entities. • Any items or fees that could be construed as campaigning, i.e., Chamber of Commerce dues or other civic organization dues, fees for parade entry, items with elected officials name (other than letterhead). • Sales tax on goods purchased. • Community outreach items exceeding \$2 per item.

Per section 52 of the Texas State Constitution, all items using County Funds must serve a direct benefit to the County. Any non-reimbursable expense or charge on the County Procurement Card must be reimbursed to the County as soon as possible.

Expenditure Guidelines

Type	Policy
Uniforms	<p>The relevant elected official will issue uniforms for law enforcement and corrections personnel, subject to policies. Uniforms for all County personnel are subject to the following County-wide policy*:</p> <ol style="list-style-type: none"> 1. Employees will not be issued a uniform, unless the department head has determined that the wearing of a uniform is a reasonable job requirement. 2. All uniforms will be distinctive and not adaptable for personal use. Items that can be easily converted to everyday use, such as jeans and most footwear are taxable to both the employee and the employer. The employee will be taxed for these types of purchases on their paycheck. 3. The uniform must be worn at all times while on duty, required by management as a condition of employment. The uniform may also be worn while traveling directly to or from a location where the uniform is required or while on an authorized meal or other break. The uniform may not be worn at any other time. 4. All uniforms and other County property must be promptly returned if County employment ends. 5. Employees will not be issued a uniform without written acknowledgment of this policy. 6. Current budgeted funds cannot be expended for uniforms except in compliance with this policy. 7. Footwear including the type/brand for all departments must be approved during the budget process. <p>*The Commissioners Court must approve uniform funding for any official, employee, or reserve deputy.</p>
Other Expenses	<ul style="list-style-type: none"> • A department may purchase small appliances (i.e. microwaves, refrigerators) for the convenience of their employees. • Only paid receipts will be reimbursed. • For additional details on ineligible expense items refer to the County Budget Order. • If a receipt is unattainable or is lost, a written statement must be submitted for the expense. • Reasonable tips are allowed for alternate means of transportation, such as taxis, shuttles, and Uber rides.
Employee Recognition Expenses	<ul style="list-style-type: none"> • Employee recognition expenses should be nominal in nature and will only be reimbursed up to the amount designated in the Budget Order. • Employees can be taxed for these items. • In order to avoid an item being taxable, recognition items must clearly identify the purpose. The following purchases will be allowable: Employee Recognition: <ul style="list-style-type: none"> • Plaques, awards or certificates of recognition for service • Plaques, awards or certificates of recognition for retirement • Plaques, awards or certificates of recognition for exemplary job performance • Employee requirements: <ul style="list-style-type: none"> • \$60 for employees with up to 15 years of service • \$120 for employees with more than 15 years of service • No reimbursement of sales tax will be allowed. • Refer any questions to the Auditor's Office for clarification of purchases in this area prior to incurring expenses. • The purchase of gift cards, refreshments, except as indicated in the Budget Order (cakes, drinks, etc.), or meals is not allowable as they are taxable items.

Compensation

Compensation Philosophy

The objective of the County compensation system is to demonstrate the honor and value we place on working in public service. Accordingly, the County's total compensation policy is to be competitive within the relevant, comparable labor markets by:

- Basing our minimum salaries on the market median
- Recognizing outstanding performance and organizational contributions through the use of the merit pay policy
- Maintaining the public trust in the County's financial stewardship
- Ensuring accountability for compliance with all Federal, State and local laws, as well as County policies

Salary Study

It is the intention of the Commissioners Court that a comprehensive salary study be conducted for every position classification at least once every five fiscal years. Some positions may be reviewed more often based on factors including high turnover, recruitment difficulty or market demand.

**Changes will not be made outside of the salary study process unless the position fits the reclassification/conversion criteria or there is a change in reporting structure.*

Participant	Role and Responsibility	Policy/Process
Commissioners Court	<ul style="list-style-type: none">• The Commissioners Court shall set the amount of compensation, office and travel expenses, and all other allowances for County and precinct offices and employees who are paid wholly from the County funds.	<ul style="list-style-type: none">• Sec. 152.011, Texas Local Government Code
Human Resources	<ul style="list-style-type: none">• Maintains all official job descriptions.• Works closely with departments/offices to clearly understand structure & how each position fits within the organization.• Identifies positions to be reviewed during the current salary study.• Gathers & analyzes market data.• Provides recommendations to the Commissioners Court.	<ul style="list-style-type: none">• The position classifications that have been identified for the study will be presented to Commissioners Court.• Kick-off & other meetings as necessary will occur between HR & participating departments/offices throughout the salary study.• Job descriptions & job analysis tools will be reviewed and/or updated prior to data collection.• Requests will be sent to the identified market entities(see Market below).• Data received will be analyzed & compiled.• Pre-recommendation meetings will occur between HR & department/offices.• Recommendations will be presented to Commissioners Court.• Post-recommendation hearings will be scheduled for departments/offices that wish to address Commissioners Court.• <u>Job descriptions will be finalized.</u>• All changes will be effective in the new fiscal year following Commissioners Court approval.
Departments/Offices	<ul style="list-style-type: none">• Each department/office will select a designated point of contact.• Works closely with HR to ensure that the organization structure and positions are fully understood.	<ul style="list-style-type: none">• Attends meetings throughout the process.• Completes job analysis tools as needed.

<p>Market (based on population, entity structure and/or geographic location)</p>	<ul style="list-style-type: none">• Provides substantiated market data for the identified positions.	<p><u>Counties used for the study will be:</u> Bell, Brazoria, Hays, Montgomery, Fort Bend, Denton, Collin & Travis</p> <p><u>Cities used for the study will be:</u> Cedar Park, Georgetown & Round Rock</p> <p>*This list may be amended as needed based on unique attributes of some position classifications</p>
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Salary Study Findings

Human Resources is responsible for conducting the salary study and making recommendations to Commissioners Court based on the findings. Recommendations require Commissioners Court approval for implementation.

Recommendation	Policy/Process
Title Change	<ul style="list-style-type: none"> • A title change may be recommended when it is determined that a new title would better reflect the required job duties, responsibilities and/or market standards. • Some job titles are unique and therefore can only exist in the departments/offices that manage the services of those position types (example: the position title "Corrections Officer" can only exist within the Sheriff's Office).
Pay Grade Increase	<ul style="list-style-type: none"> • Pay grade increases may be recommended when the salary study data indicates that the current minimum salary is below market median. • Employees moving up in pay grade will be adjusted to the minimum of the new grade, if current salary is a lesser amount.
Pay Grade Decrease	<ul style="list-style-type: none"> • Pay grade decreases may be recommended when the salary study data indicates that the current minimum salary is above market median. • An employee with a current salary that is above the new pay grade maximum will not receive a reduction in pay, however, merit eligible positions will be limited to a lump-sum merit.
FLSA Exemption Status	<ul style="list-style-type: none"> • Fair Labor Standards Act (FLSA) exemption status will be updated when it is determined that the position is currently misclassified, as required by law. • The update will occur at the beginning of the next pay period following the determination for any position that must be changed from exempt to non-exempt and as determined most appropriate for a change from non-exempt to exempt. • Compensatory time will be paid at the time of the update for positions changing status from non-exempt to exempt.

Compensation

Pay Frequency and Work Week

Payday is every other Friday, or the last business day prior to any holiday that falls on a Friday.

- A pay period consists of two weeks' pay ending on the Thursday of the week preceding pay day.
- The official work week for County departments is 12:00 a.m. Friday to 11:59 p.m. Thursday unless otherwise notified.
- The official work week for the 911 Emergency Communications Department is 6:00am Friday to 5:59am the following Friday.
- The payroll calendar is located on the Auditor's Portal.

Payroll Corrections

Underpayment: Any underpayment in compensation for 16 hours of regular pay (excludes OT or supplemental pay) or less will be processed on the following pay cycle.

Overpayment: No employee is entitled to retain any pay in excess of the amount he or she has earned according to the agreed-upon rate of pay. If an employee has been paid in excess of what he or she has earned, the employee will need to return the overpayment to the County as soon as possible. Any overpayment will be regarded as an advance of future wages and absent repayment, will be offset in whole or in part from the next available paycheck(s) until the overpaid amount has been fully repaid. Each employee will be expected to sign a wage authorization agreement to acknowledge the amount and provide for the offset.

Deductions: Every effort is made to apply deductions accurately. If you have any questions about insurance/benefits deductions, contact the HR Benefits Department. If you have questions about any other deductions from your pay, please contact the Auditor Payroll Department immediately.

Discrepancies: If your pay does not accurately reflect all hours worked, you should report your concerns to Human Resources. Every report will be fully investigated and corrective action will be taken. In addition, the County will not allow any form of retaliation against individuals who report alleged violations of this policy.

Pay Schedules (pay charts)

Williamson County has multiple pay schedules that cover all classified positions. These pay schedules are approved by the Commissioners Court. For more information on current pay schedules refer to the internal Human Resources website.

Timeline for Compensation Changes

Salary study changes, approved COLA's, annual tenured based LE and C step increases, and any other compensation changes approved during the annual budget processes are effective ~~October 1~~ the first full pay period in October each fiscal year.

If merit is allocated through HR driven bulk upload, reviews should be completed and merit keyed on the HR provided spreadsheet by November 1. Merit can also be allocated through Oracle and entered by the department throughout the year after the bulk upload until early August.

You can view your pay slips
in Oracle Self-Service
at any County Computer!



Compensation



Court Reporters

Employment Status

Court Reporters are non-exempt employees of the County who perform primary duties for the Court and also may have secondary independent contractor jobs preparing transcripts. In this second statutory role, who ordered the transcript and when the transcript is prepared dictates whether the Court Reporter is paid wages for time worked or paid by the page for producing the transcripts.

Work Hours

When Court Reporters are working for the Court, recording and reading back court proceedings, attending court hearings, or preparing transcripts for the Court at work or on special assignment by the Court, these are hours worked that must be recorded. An example of "on assignment by the Court" includes instances where the Court Reporter is required to perform duties at the direction of the Court in another location, or when the Court instructs the Court Reporter to work away from the Court House to complete a transcript for the Court.

Court Reporters are required to accurately record actual time worked for the Court, including time when they are required to be at the Court or at any other designated place to perform work. Any hours worked beyond forty hours in the work week shall be compensated with compensatory leave, pursuant to the County's policy. Vacation leave, sick leave, compensatory leave or holiday leave must be used for any scheduled work time missed during the pay period.

Transcripts Prepared For or Paid By the Court/State/or Local Government

Transcripts (1) prepared for the Court, any judge, another court, County Attorney, District Attorney, Attorney General, State, State Agency, Public Defender, or any other public entity or person, or (2) paid for by the County for a public entity or private attorney, are subject to the following rules:

- Transcripts Prepared During Working Hours

Transcripts prepared for the public entities and persons listed above as a part of the Court Reporter's daily or assigned duties during work hours shall be paid their salary wages for all hours worked, but no additional pay per page of transcripts prepared at work.

- Transcripts Prepared Outside of Hours Worked

Transcripts prepared for the public entities and persons listed above, by the Court Reporter on his or her own time and outside of any other work for the Court (i.e. attending, recording and reading back court proceedings), shall be paid the maximum established per page rate for transcripts established by the Court, or State, as may be applicable, for such transcripts prepared by the Court Reporter. Time spent preparing transcripts for these parties outside of work, on the Court Reporter's own time, is not considered time worked and no salary wages or overtime will be paid in relation to this time.

- Private Paid Transcripts

Private paid transcripts are ordered by third parties such as attorneys, media, etc. Preparation of transcripts, including any portion thereof, for private paid clients cannot be conducted during the normal work hours or utilizing County equipment, office space or supplies. This is an independent contractor relationship between the Court Reporter and the third-party client, and the production of the transcript must be performed outside of hours the Court Reporter performs work for the Court. The fees and collection of payment for these transcripts shall be freely negotiated between the Court Reporter and the third party client, and are not set by the judge who presided over the proceedings.

Compensation

Salary and Position Changes

The chart below indicates the policies related to pay increases and decreases due to position changes, vacancies and/or merit. All changes are contingent on budgeted fund availability. Any funds remaining in a department merit line items will roll over each budget year unless otherwise determined by the Court. Any request outside of these policies will require the approval of Commissioners Court.

Salary/Position Changes

Type	Description/Policy	Pay +	Pay -	Approval Process	Additional Information
Merit	<ul style="list-style-type: none"> Merit funding can only be used for performance pay increases. Merit is awarded based on job performance which is evaluated by the applicable department head or elected official. Therefore, an employee must receive a performance evaluation in order to be eligible for a merit increase. An employee is eligible for merit after 90 days in their current position. 	Max of 5% per employee, per budget year* authorized as a merit percentage amount and added to their annual salary. If an employee reaches the maximum of their grade, a lump sum may be issued.	N/A	<ul style="list-style-type: none"> Oracle workflow required. Each processing period will have a cut-off date. Employee must have completed 90 days of employment by that date. A line-item transfer form must be submitted in addition to the workflow. Merit can only be transferred out of the merit line item. Merit is not transferrable between positions. 	<ul style="list-style-type: none"> District Court Reporters, Elected Officials, Director of Juvenile Services, County Auditor, Positions on the LE and C Charts are not eligible for merit increases. Merit for small departments with 4 or fewer merit-eligible employees who do not roll up to a department with a 8000 account, will be granted merit at 1% higher than the amount approved by the Commissioners Court not to exceed 5%. (i.e. if the Court approves merit at 3%, the small departments will receive 4%) Verification of evaluation required.
Position Salary Surplus	<ul style="list-style-type: none"> Cannot be used for merit increases. Cannot be requested to be moved between positions after February 15th. 	Refer to filling a vacancy, promotion and/or reclassification policies.	N/A	Refer to filling a vacancy, promotion and reclassification policies.	Contact HR for additional requirements.
Lateral Moves	When an employee moves to a new or like position with the same grade.	Can utilize money on new position up to 15% over minimum of the grade or employee's current salary, <u>if higher.</u>	Can utilize money on new position up to 15% over minimum of the grade or employee's current salary, <u>if higher.</u>	Oracle workflow required.	Contact HR for additional requirements.
Filling a Vacancy	When a current employee separates from employment or position. Applies to B Chart only.	A vacant position may be filled with a salary up to 15% above the minimum of the pay grade, effective 10/1/2018. See promotion for current employees (no additional pay increases in the first 12 months with the exception of merit).	N/A	Oracle workflow required.	The maximum salary for a position cannot exceed the budgeted annual salary even if the full amount may not be used during the budget year due to the position being vacant for part of the year (i.e. budgeted salary = \$30,000, position vacant 6 months = \$15,000 not used, when filled the maximum salary cannot exceed \$30,000 even though \$15,000 is unused).
Retention	An increase in pay that is awarded to an employee, as an incentive to retain them in their current position, when the employee has received a bona-fide job offer from another department or employer or there is a high risk that the employee will be recruited or seek employment for a similar position with another employer or department with a higher salary.	Maximum of 10% above the current salary*.	N/A	<ul style="list-style-type: none"> Approval by Commissioners Court; public hearing required, <u>if additional funding is needed.</u> Change will be effective on the first pay period after Court approval. Oracle workflow required. Verification required. 	Contact HR for additional requirements.

*15% maximum annual (budget year) increase per employee (includes retention, merit, re-organization, and reclassification, does not include promotions or salary study changes). Multiple pay changes cannot be processed on the same day within the same pay period.

Salary/Position Changes

Type	Description/Policy	Pay +	Pay -	Approval Process	Add'l Info
Promotion	<ul style="list-style-type: none"> When a current employee is hired into a different position with a higher pay grade. No additional pay increases in the first 12 months with the exception of merit. 	Max 15% above minimum of the pay grade, effective-10/1/2018 , or 10% above current salary, including overtime average, whichever is greater (Cannot exceed maximum of pay grade or budgeted amount for position)	N/A	<ul style="list-style-type: none"> Oracle workflow required. HR will partner with Payroll and provide an overtime rate. 	Promotions and Merit cannot be processed during the same pay period.
Demotion	When a current employee is hired into a position with a lower pay grade or is demoted to a lower pay grade.	N/A	Maximum decrease to the minimum of the new pay grade.	Oracle workflow required.	<ul style="list-style-type: none"> Written justification required. Salary may remain the same if within the new pay grade.
Shift Transfer	<ul style="list-style-type: none"> Current employee is transferred to a different shift with a higher pay grade. Viewed as lateral move. 	Cannot exceed max of pay grade or budgeted amount on the position.	N/A	Oracle workflow required.	
Reclassification	<p>A change in one or more positions which impacts the organization chart of the department or elected office as a result of one of the following:</p> <p>1. A position conversion is a significant change (defined as 40% or more) to the job description that includes the addition or deletion of significant duties and/or responsibilities. Will include title, grade, and/or FLSA status change. If the conversion results in a position change that is not consistent with the original intent of the position, it will be reviewed by the Budget Office.</p> <p>2. A minor reclassification (less than 40%) cannot occur outside of the Salary Study process, with the exception of changes that are due to turnover in a key position (elected/appointed official, department head or director) or a change to FLSA status as determined by HR.</p> <p>3. Human Resources will review all reclassification requests and recommended changes will be placed on the Commissioners Court agenda for approval.</p> <p><u>Submission of reclassification request through the budget software or HR Sharepoint, as determined by the type of request with back-up documentation.</u></p> <p>A position can only be reviewed for reclassifications during the annual budget, or between November 1st and February 15th.</p> <p>*May require a public hearing</p>	<p>Civilian positions: Minimum of the pay grade or up to 10% above current salary as determined appropriate during the approval process.</p> <p>L and C chart: Minimum of the pay grade or up to same step of current employee's tenure if slot is filled.</p>	Maximum decrease to the minimum of the new pay grade.	<p>Submission of reclassification request through the budget software or HR Sharepoint, as determined by the type of request with back-up documentation.</p> <p><u>Human Resources will review all reclassification requests and recommended changes will be placed on the Commissioners Court agenda for approval.</u></p> <p><u>*May require a public hearing</u></p>	<p>Support documentation required:</p> <ul style="list-style-type: none"> Current job description(s), current ORG chart, proposed job description, proposed ORG chart and justification for review (i.e. turnover, added duties, etc.).
Career Ladder Advancement	A department with an approved career ladder may advance employees according to the parameters established in the career ladder documentation. Must be approved during the annual budget process, or between November 1 and February 15.	Based on the steps in the chart or career ladder approved by Commissioners Court. No additional funding is allocated for career ladders. <u>Surplus salary dollars must</u>	Based on the steps (when appropriate).	Submission of request through budget software or during Nov 1 - Feb 15 timeline, with backup documentation.	Documentation of each position that will advance along with the approved career ladder plan. <u>Contact the HR department for additional</u>

exist outside the
departmental budget.

rules.

Compensation

County Longevity Pay-

~~(Excludes Sheriff's Office Commissioned OfficersDeputies - Law Enforcement and Corrections)~~

County Longevity pay is based on an individual employee's length of service with Williamson County. Service time with other entities is not recognized.

- Full-time employees will accrue the following per pay period:
 - \$24.00 per pay period after five years of employment
 - \$48.00 per pay period after ten years of employment
 - \$72.00 per pay period after fifteen years of employment
 - \$96.00 per pay period after twenty years of employment
 - \$120.00 per pay period after twenty-five years of employment
- County Longevity pay begins with the pay period following the completion of five years of employment and increases each five years to a maximum of 25 years (Subject to proration).
- County Longevity is paid as a lump sum each December for the previous year, calculated starting from the first pay period in December, with the exception of employees previously authorized to receive payments bi-weekly.

Part-time employees will no longer be eligible for County longevity effective November 18,2016.

Statutory Longevity Pay:

~~Exclusive to Sheriff's Office Commissioned OfficersDeputies - Law Enforcement and Corrections~~

~~Commissioned officers in the Sheriff's Office are eligible to accrue statutory longevity pay~~

~~(Texas Code — 152.074), at the rate of \$5 per month for each year of service (up to a maximum of 25 years) after the first year anniversary of their certification as a peace officer.~~

~~Longevity for Commissioned Officers is paid bi-weekly.~~

~~Commissioned deputies of the Sheriff's Office accrue longevity in accordance with Section 152.074(a), Texas Local Government Code, at the rate of \$5 per month for each year of service with the Sheriff's Office (up to a maximum of 25 years). Statutory Longevity Pay only applies to commissioned deputies in both the law enforcement and corrections bureaus of the Sheriff's Office. Calculation of years of service includes all years of service as a commissioned deputy with the Sheriff's Office regardless of any gaps in service.~~

~~Statutory Longevity Pay begins following the completion of one year of employment with the Sheriff's Office as a commissioned deputy. Statutory Longevity is paid bi-weekly.~~

~~Unless otherwise specified, any provisions in this manual pertaining to County Longevity Pay are not applicable to Statutory Longevity Pay.~~

Tenure Pay Scale Compensation Policies

Positions will be included on the Tenure Pay Scale as determined appropriate by the Human Resources Department and the Elected/Appointed Official. Approval by Commissioners Court is required. All policies below are contingent on available budget or available position budget, depending on the time of year. Years of service are based on continuous service (with no break of more than 90 days as a regular employee in an approved tenure pay scale position in the Sheriff's office, the offices of the County Attorney or District Attorney, or in any Constable's office. Employees transferring between these departments may receive credit for their current step based on available budget and the approval of the hiring department and/or Commissioners.

Compensation

Tenure Salary/Position Changes

- Funding is approved by the Commissioners Court during the annual budget process.

Type	Policy	Pay + Pay -	Approval Process	Additional Documentation
Annual Step/Tenure Progression	<p>Employees in tenure positions move from one step to the next on the first day of the first full pay period in October of each year, subject to funding by the Commissioners Court.</p> <p>Employees with less than six (6) months of service as of the first full pay period in October will advance to the next step after 6 months of service at Williamson County, and following the first full pay period after Commissioner Court approval.</p> <p>Step/tenure progression ends at the top step of each position rank.</p>	See Tenured Pay Chart	Orade workflow required	May be required
Promotion	When a current employee is promoted to a higher-ranking position, the tenured grade <u>step</u> is based on years of service, pending budget availability.	See Tenured Pay Chart	Orade workflow required	May be required
Demotion	When a current employee is demoted to a lower ranking position, the tenured grade <u>step</u> is based on years of service.	See Tenured Pay Chart	Orade workflow required	May be required

Tenure Salary/ Position Changes

- Funding is approved by the Commissioners Court during the annual budget process.

Type	Policy	Pay+ Pay -	Approval Process	Additional Documents
Certification Pay	Certification pay will be paid to non-elected commissioned peace officers and eligible corrections officer (County Jail) who hold a full-time active-duty position in a law enforcement or corrections capacity with the County. Payment for an entire fiscal year beginning on October 1st will be based on the level of certification held as of September 15th of the preceding fiscal year. For new hires, certification pay will be paid based on certification level at the date of hire. This pay must be added into the regular rate of pay when calculating overtime. Certification pay does not transfer with an individual employee who leaves a corrections officer position to accept a law enforcement position, nor does it transfer with an individual employee who leaves a law enforcement position to accept a corrections officer position except when the corrections officer position is that of a Bailiff.	<ul style="list-style-type: none"> Law enforcement officers--\$60 per month for Advanced Certification; \$90 per month for Masters Certification. This pay must be added into the regular rate of pay when calculating overtime. Corrections officers--\$60 per month for Advanced Certification; \$90 per month for Masters Certification. This pay must be added into the regular rate of pay when calculating overtime. Certification pay may move with the employee to accommodate promotions/ position changes within the department. 	Oracle workflow required.	Must submit a TCOLE document to the Human Resources Department. Funding must be available.
Filling a Vacancy	All personnel newly hired from outside Williamson County for positions subject to tenure chart at the first pay increment for the position for which they are hired, unless they qualify for a prior service credit.	Credits for Prior Service may apply- See Prior Service Credit.	Oracle workflow required.	Must submit a TCOLE document to the Human Resources Department. Funding must be available.
Prior Service Credit	Qualified law enforcement applicants and current officers can receive prior service credit.	<ul style="list-style-type: none"> Maximum amount for external hire is current funding on vacant position. Prior service credit is only granted at original date of hire or when an existing employee receives a promotion. 	TCOLE service verification must be submitted.	TCOLE Service Verification required.
Transfer from Law Enforcement To Corrections	Law enforcement officers who transfer from the law enforcement division to the corrections division will be placed at the pay increment corresponding to their time of continuous of tenured service (with no break of more than 90 days in both corrections and law enforcement with Williamson County, if the proper Corrections certification is obtained.)			

Employee Responsibilities

Personal Conduct

Type	Policy	
Tobacco Free Workplace	Williamson County is a tobacco free workplace. The use of tobacco and non-tobacco products such as vapor, e-cigarettes and the use of chewing tobacco or like products is prohibited on all Williamson County premises. Employees who violate this policy are subject to appropriate disciplinary action up to and including termination of employment.	
Drug and Alcohol Testing Policy	Williamson County is committed to a safe workplace. In compliance with Federal and State laws pre-employment, random and post-accident (or near accident) drug and/or alcohol testing may be required for potential or current employees in positions that are mandated by law. Additionally, drug and/or alcohol testing may be required for positions identified as safety sensitive or for reasonable suspicion. Reasonable suspicion includes the report of observation of drug/alcohol use or the suspicion of such, determined by the employee’s supervisor. The supervisor must then consult with the Human Resources Department.	
	Refusal	Refusal to submit to a drug test may result in immediate termination of employment.
	Positive Results	
	Employees with a positive test result may be subject to immediate termination, if determined appropriate based on factors related to the matter (i.e. safety concerns, job performance, etc.)	
	Pre-Employment	An applicant with a confirmed positive drug/ alcohol test will not be hired and cannot be considered for employment for a period of one year after the confirmed positive result.
	Random	<u>First Offense</u> - An employee with a confirmed random positive drug/alcohol test will be required to attend drug/alcohol counseling/treatment at their own expense and provide documentation of completion. Failure to attend and complete counseling/treatment will result in immediate termination of employment. Once documentation is provided a determination of continued employment will be made by the Department and Human Resources. <u>Subsequent Offenses</u> – Any employee with a confirmed random positive drug/alcohol test will be subject to random testing on a frequent basis if re-instated after initial completion of treatment. Further positive test results will result in immediate termination. <u>Post-Accident/Near Accident</u> - Any employee with a confirmed post-accident drug/alcohol test will be terminated immediately.
	Reasonable Suspicion	<u>First Offense</u> - An employee with a confirmed reasonable suspicion positive drug/alcohol test will be required to attend drug/alcohol counseling/treatment at their own expense and provide documentation of completion. Failure to attend and complete counseling/treatment will result in immediate termination of employment. Once documentation in provided a determination of continued employment will be made by the Department and Human Resources. <u>Subsequent Offenses</u> – Any employee with a confirmed reasonable suspicion positive drug/alcohol test will be subject to random testing on a frequent basis if re-instated after initial completion of treatment. Further positive test results will result in immediate termination. If an employee feels that they may have a drug or alcohol problem, they may contact Human Resources or the Employee Assistance Program for information on available resources.

Employee Responsibilities

Personal Conduct

Type	Policy
Sexual Harassment	<p>Sexual harassment is prohibited and is an unlawful employment practice in violation of Title VII of the Civil Rights Act of 1964. Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when:</p> <ul style="list-style-type: none"> *Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment. *Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or such conduct has the purpose or effect of unreasonably interfering with an individual's performance or creating an intimidating, hostile, or offensive work environment. *Off duty actions may constitute sexual harassment. <p><u>Examples of sexual harassment:</u></p> <ul style="list-style-type: none"> • Unwelcome sexual advances, propositions, sexual comments or suggestive or lewd remarks. • Physical assaults or other physical conduct of a sexual nature, including unwanted hugs or touches. • Sexual displays or publications anywhere in the workplace, including derogatory or pornographic posters, pictures or drawings. <p><u>Other prohibited harassment:</u></p> <ul style="list-style-type: none"> • Any unwelcome verbal or physical conduct that belittles, shows hostility, or ridicules an individual because of race, color, gender, religion, national origin, disability, age or sexual orientation when such conduct is so severe or pervasive that it unreasonably interferes with an individual's work performance and creates an intimidating, hostile or offensive work environment. <p><i>Each official, department head, supervisor, and employee has the responsibility to maintain a work environment free of such harassment and to report or file a complaint as soon as possible. Officials and employees involved in a sexual harassment situation are required to cooperate in any investigation that occurs.</i></p> <p>Employees who believe they have been sexually harassed should report their complaint immediately. Verbally inform one of these individuals:</p> <ul style="list-style-type: none"> o Their supervisor o The next level of management above their supervisor o The Human Resources Department <p><u>Reporting:</u> All complaints received by any elected official, department head, or supervisor must be immediately reported to Human Resources. Violations may result in disciplinary action up to and including termination of employment. All complaints will be investigated.</p> <p><u>Disciplinary Measures:</u> Where an investigation reveals that allegations of unwelcome harassment are true, appropriate remedial action, including discipline, will be taken. All disciplinary measures will be implemented promptly and shall be commensurate with the person's conduct. The remedies vary depending on the entire facts and circumstances found by the investigation.</p>
Arrest/Criminal Conviction	<p>Employees are required to report arrests, convictions and changes in the status of any criminal proceedings immediately to their supervisor and department head or elected official. Failure to notify the appropriate authority may result in immediate termination.</p>

Employee Responsibilities

Personal Conduct

Type	Policy
Political Activity	<p>Employees are encouraged to vote and to exercise other responsibilities of citizenship consistent with state and federal law and these policies. Employees are not required to contribute to any political fund or render any political service to any person or party. Employees will not be dismissed, suspended, demoted, or otherwise prejudiced for refusing to do so. Employees may <u>not</u>:</p> <ul style="list-style-type: none"> • Use official authority or influence to interfere with, or affect the result of, an election or nomination for office. • Directly or indirectly coerce, attempt to coerce, command, or advise a local or state officer (or employee) to pay, lend, or contribute anything of value to a party, committee, organization, agency, or person for a political purpose. <p>County employees, except elected officials, may not participate in political activities while on County duty. Employees are expected to remove County uniforms and identification, including rank and/or title, before participating in a political activity. In addition, no County-owned property, vehicle, building, and/or office may be used for displaying campaign materials or for conducting any partisan political activity. This section does not apply to the use of the Courthouse, Courthouse grounds or County buildings when used for the purpose of political announcements approved by Commissioners Court.</p>
Solicitation	<p>Persons not employed by Williamson County may not solicit or distribute literature in the workplace at any time for any purpose. Williamson County recognizes that employees may have interests in events and organizations outside the workplace; however, may not solicit or distribute literature concerning these activities during working time. (Working time does not include lunch breaks, or any other periods in which employees are not on duty.) In addition, the posting of written solicitations is limited to County bulletin boards. An employee should check with the department head or elected official for approval. Solicitations using electronic systems, including County email, are prohibited and subject to the Electronic Systems Use Policy.</p>
Retaliation	<p>If an employee reports a violation of the law to an appropriate law enforcement authority, they cannot be suspended, terminated, or otherwise discriminated against by the County or an Elected Official. This policy prohibits retaliation against public employees who report official wrongdoing including sexual harassment.</p>
Attendance	<p>Employees are expected to be at work, on time and to complete their scheduled shifts. Employees that miss three consecutive shifts without notification will be separated from employment and considered to have resigned without notice.</p>
Gifts/Gratuities	<p>The Texas Penal Code Section 1.07(a)(41) and Texas Penal Code 36 include specific definitions and details regarding gifts, gratuities and bribery for public servants. A public servant means a person elected, selected, appointed, employed, or otherwise designated as one of the following: (even if they have not yet qualified for office or assumed duties).</p> <ul style="list-style-type: none"> • An officer, employee, or agent of government. • A juror or grand juror. • An arbitrator, referee, or other person who is authorized by law or private written agreement to hear or determine a cause or controversy. • An attorney at law or notary public when participating in the performance of a government function. • A candidate for nomination or election to public office. • A person who is performing a governmental function under a claim of right, although they are not legally qualified to do so. <p>It is the responsibility of the employee, officer or agent of the government to read and understand all aspects of the Texas Penal Code Section 1.07 and Texas Penal Code 36 that relate to gifts, bribery and acceptance of honorarium.</p>
Outside Employment	<p>Outside employment is acceptable, as long as it is outside the hours they are scheduled to work for the County. Also as long as such employment does not violate state laws concerning abuse of office or employment, interfere with normal duties, and does not constitute a breach of ethics or conflict of interest.</p>

Employee Responsibilities

Discipline

Discipline may include both corrective action and more conclusive measures, including termination. The appropriate level of discipline will be determined based on the facts of the disciplinary violations. Below are some examples of violations of workplace conduct:

- Insubordination
- Violence in the work place
- Harassment
- Conduct unbecoming of a County employee
- Poor attendance
- Discrimination
- Abuse of sick leave
- Theft
- Retaliation
- Conviction of a crime
- Poor job performance

This list is not all inclusive

Grievance Policy and Procedure

Summary

For employees in offices of Elected Officials, the grievance process defined by the Elected Official should be followed. Elected Officials are the final appeal level for their respective departments.

This guidance does not alter the employment-at-will relationship in any way. Final decisions on grievances will not be precedent setting or binding on future grievances, unless they are officially stated as County policy. When appropriate, the decisions will be retroactive to the date of the employee's original grievance.

Procedures for Employees in Non-Elected Office Departments

Employees may file a grievance at any time and cannot be retaliated against for the filing of the grievance. Employees are encouraged to discuss any issues with their supervisors/managers prior to filing a grievance.

For procedures to follow in the event of a grievance by an elected official, see:

- Chapter 152, Sec. 152.014 Local Government Code

Informal Grievances

An informal grievance is presented verbally. The first step in the informal grievance procedure:

- Attempt to resolve the grievance by an informal conference with the Supervisor.
- However, if the official or department head is the wrongdoer in instances of harassment, retaliation, or potential whistle blower activity the employee should immediately contact the Human Resource department.
- If the informal conference does not result in a satisfactory resolution of the problem, the formal grievance steps should be followed.



Employee Responsibilities

Grievance Policy and Procedure

Formal Grievances

The steps for a formal grievance are as follows:

- 1) Must be in writing, signed and presented to the supervisor of the employee submitting the grievance, within 20 business days after the alleged issue occurred. A statement of the specific corrective action requested must be included in the written grievance. Grievance may be emailed to their supervisor, however, a copy must be printed, signed, and dated and given to their supervisor.
 - In the event that it would be inappropriate to address the grievance with said supervisor, such as when the supervisor is the wrongdoer, the employee should go to the department head or elected official.
 - If the department head or elected official is the wrongdoer in instances of harassment, retaliation, or potential whistle blower activity, the employee should contact Human Resources.
- 2) After being presented with a written and signed grievance, the supervisor will:
 - Meet with the employees involved and other people necessary to gather the facts.
 - Immediately notify the Department Head and the Human Resource Department.
 - Attempt to resolve the grievance with the employee.
 - Communicate the decision in writing within 20 business days after the receipt of the grievance.
 - Send a copy of the proposed resolution to the elected official/department head and the Human Resources Department.
- 3) If the employee filing the grievance does not receive a written resolution from the supervisor within 20 business days, from the date the grievance was filed or is not satisfied with the proposed resolution, then:
 - They must file a written appeal, within ten business days, with the department head along with a copy to the Human Resource Department.
- 4) The Department Head will review the facts and the file, and may investigate the charges personally or through a designee.
 - The person(s) conducting the investigation may meet with the parties involved.
 - The Department Head/ Elected official will respond in writing to the employee within 20 business days of the date the appeal was received.
- 5) If the Department Head is appointed by the Commissioners Court, Juvenile Probation Board, [Elections Board](#), [Animal Shelter Board](#), or District Judges, and the employee who submitted the grievance does not receive a written resolution from the Department Head within 20 business days of the date the grievance was appealed, (or if unsatisfied with the appointed Department Heads proposed resolution)
 - A written appeal must be filed within ten business days, with the appropriate appointing authority (i.e., Commissioners Court, Juvenile Probation Board, or District Judges) through the Human Resource Department.
- 6) The appropriate appointing authority will then review the facts and the file and conduct an investigation, if deemed appropriate, before deciding. The appropriate appointing authority's decision is final. Longer intervals to facilitate investigation or fact-finding on behalf of the County may be appropriate depending upon the grievance and may increase the 20 business days response time, accordingly.

Social Media

While Williamson County encourages employees to enjoy and make good use of your off-duty time, certain activities may become a problem if they affect their work. An employee's online presence can reflect on Williamson County. The lines between public and private, personal and professional information are blurred in this context. Be aware that comments, posts, or actions captured via digital or film images can affect the image of Williamson County. If an employee is posting to personal networking sites and speaking about job-related content or about the County, the employee should identify him/herself and use a disclaimer to make it clear that the views are not reflective of the views of County. Subject to the restrictions below, generally, employees may use personal social media any way they choose. With these goals in mind, employees must follow these rules in their use of social media, both on and off duty:

- Employees are prohibited from publishing any personal information about themselves, another employee of Williamson County, applicants, or an associate of Williamson County in any public medium (print, broadcast, digital, or online) in any format (written, video or image) that:
 - Has the potential or effect of involving themselves, co-workers, or Williamson County in any kind of dispute or conflict with other employees or third parties.
 - Interferes with the work of any employee.
 - May create a harassing, demeaning, or hostile working environment for any employee.
 - Disrupts the smooth and orderly flow of work within the office, or the delivery of services to Williamson County's taxpayers or customers.
 - Harms the reputation of Williamson County among its taxpayers or in the community at large.
 - States falsities or is defamatory of others and the County.
 - Reveals information that should be treated as confidential (by law) and/or information regarding the personal or private conduct, health information, and affairs of that person and interaction with other people that is unrelated to the person's job performance or official duties for Williamson County is personal information.
- Workplace personal conduct standards, including but not limited to equal opportunity, anti-harassment and anti-discrimination, apply at all times. This prohibits posts containing obscene or sexually explicit language, images, acts and statements. Other forms of postings that ridicule, malign, disparage or otherwise express bias against any race, religion, disability, ethnic origin, sexual orientation or any other protected class of individuals are also prohibited.
- Employees may not use County equipment or facilities for non-work-related activities or business including social media. Personal social media activities should not be conducted while working or on the clock.
- Conducting oneself in such a way that his/her actions and relationships with others could become the object of gossip in the office, or causing unfavorable publicity for Williamson County in the community, is prohibited.
- If an employee creates a personal blog, they must provide a clear disclaimer that the views expressed in the blog are theirs alone, and do not represent the views of Williamson County. All information published on any blog(s) or other posting(s) should comply with Williamson County confidentiality and disclosure policies. This also applies to comments posted on other social networking sites, blogs and forums
- The Commissioners Court strongly recommends all County Departments/Offices abide by the Social Media Policy above.
- **Any violations of this policy are subject to disciplinary action, up to and including termination.**



DOT Regulated Drug & Alcohol Testing

Introduction

This policy outlines the responsibilities of employees, supervisors and managers with regard to drug and alcohol testing of employees in safety-sensitive positions in accordance with U.S. Department of Transportation regulations, issued under the Omnibus Transportation Employee Testing Act of 1991.

Policy Statement

It is the policy of the County to comply fully with the regulations mandating pre-use, random, reasonable suspicion and post-accident drug and alcohol testing in accordance with regulations issued by the U.S. Department of Transportation. This policy applies to employees whose job requires them to obtain and retain a Commercial Drivers License (CDL) and operate a Commercial Motor Vehicle (CMV) and/or perform safety-sensitive functions.

Designated Employee Representative:

Human Resource Generalist

Servicing the Departments of Infrastructure, Unified Road Systems and Fleet Services.

512-943-1533, humanresources@wilco.org

Definitions

Performing a Safety-Sensitive Function: Any period in which the employee is actually performing, ready to perform, or immediately able to perform any safety-sensitive functions.

Safety-Sensitive Function: Any of the on-duty functions set forth in 49 CFR 395.2, and on-duty time.

On Duty Time: All the time from the time a driver begins work or is required to be in readiness to work until the time the driver is relieved from work and all responsibility for performing work. On-duty time shall include:

- All time at the County or shipper plant, terminal, facility, or other property of the County or shipper, or on public property, waiting to be dispatch, unless the driver has been relieved from duty by the County.
- All time inspecting, servicing, or conditioning any commercial motor vehicle at any time.
- All time spent at the driving controls of a commercial motor vehicle.
- All time, other than driving time, spent on or in a commercial motor vehicle.
- All time loading or unloading a commercial motor vehicle, supervising, or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments loaded or unloaded.
- All time spent performing the driver requirements associated with an accident.
- All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.
- All time spent providing a breath sample or urine specimen, including travel time to and from the collections site, to comply with the random, reasonable suspicion, post-accident, or follow up testing required by 49 CFR 385.2.
- Performing any other work in the capacity, employ, or service of the County.
- Performing any compensated work for a person who is not the County.

DOT Regulated Drug & Alcohol Testing

Prohibited Conduct

Alcohol Concentration

No employee shall report for duty or remain on duty requiring the performance of a safety-sensitive functions while having an alcohol concentration of 0.02 or greater, or perform or continue to perform safety-sensitive functions.

On-Duty Use

No employee shall use alcohol while performing safety-sensitive functions.

Pre-Duty Use

No employee shall perform safety-sensitive functions within four hours after using alcohol.

Use following an accident

No employee required to take a post accident alcohol test, shall use alcohol for eight hours following the accident, or until the employee undergoes a post-accident alcohol test, whichever occurs first.

Refusal to Submit a Required Alcohol or Controlled Substance Test

No applicant shall refuse to submit to a pre-employment controlled substance test required under 382.301. No employee shall refuse to submit to a post accident alcohol or controlled substance test required under 382.303, a random alcohol or controlled substances test under 382.305, a reasonable suspicion alcohol or controlled substance test required under 382.307, a return-to-duty alcohol or controlled substances test required under 382.309, or a follow-up alcohol or controlled substance test required under 382.311. No employee shall perform or continue to perform safety-sensitive functions, who refuses to submit to such tests.

Controlled Substance Use

No employee shall report for duty or remain on duty requiring the performance of safety sensitive functions when the driver uses any drugs or substances identified in 21 CFR 1308.11 Schedule I.

No employee shall report for duty or remain on duty requiring the performance of safety-sensitive functions when the driver uses any non-schedule I drug or substance that is identified in the other schedules in 21 CFR part 1308 except when the use is pursuant to the instructions of a licensed medical practitioner, as defined in 382.107, who is familiar with the employees medical history and has advised the driver that the substance will not adversely affect the employees ability to safely operate a commercial motor vehicle. Employees that perform safety-sensitive functions are required to inform Human Resources of any therapeutic drug use.

Controlled Substance Testing

No employee shall report for duty, remain on duty or perform a safety-sensitive function, if the employee tests positive or has adulterated or substituted a test specimen for controlled substances.

Employee violations of prohibited conduct are not authorized by Williamson County to operate a commercial motor vehicle or perform any safety-sensitive functions.



DOT Regulated Drug & Alcohol Testing

Circumstances for Testing

Types of Tests: To the extent practicable, all tests will be conducted during employees' normally scheduled work hours. All testing required by this policy will be conducted in accordance with the Omnibus Transportation Employee Testing Act of 1991 and drug testing guidelines and regulations issued by the Department of Transportation. The following tests are performed by 3rd party medical personnel and are required:

- **Pre-employment.** All applicants with a bona-fide job offer for employment in CDL positions or that perform safety-sensitive functions, candidates for transfer or promotion to such positions are subject to screening for improper use of alcohol or controlled substances.
- **Post-Accident.** Conducted following an occurrence involving a County owned commercial motor vehicle, while performing a safety-sensitive function, whose performance could have contributed to the accident, as determined by a citation for a moving traffic violation, or resulted in bodily injury to any person, or disables one or more motor vehicles as a result of the accident, and for all fatal accidents even if the driver is not cited for a moving traffic violation. Employee must remain available for such testing or will be deemed a refusal.
 - Alcohol tests should be conducted within 2 hours, but in no case more than 8 hours, after the accident.
 - Any Employee required to be tested but needs medical assistance, must get the needed medical assistance first.
 - CDL employees must refrain from all alcohol use until the test is complete.
 - Post-accident drug tests must be conducted within 32 hours.
 - Employee is placed on paid administrative leave until the results are confirmed.
- **Reasonable Suspicion.** Conducted when a trained supervisor or manager observes behavior or appearance that is characteristic of alcohol or illicit drug misuse.
 - If a CDL employee's behavior or appearance suggests alcohol or drug misuse, a reasonable suspicion test must be conducted.
 - If a test cannot be administered, the employee must be removed from performing safety-sensitive duties for at least 24 hours.
 - Testing for alcohol abuse must be based upon suspicion which arises just before, during or just after the time when the employee is performing safety-sensitive duties.
 - ~~Testing for substance abuse may occur at any time upon suspicion.~~
 - ~~Reasonable suspicion testing may only be conducted~~ after consultation with the Senior Director of Human Resources and/or DER.
- **Random.** Conducted on a random, unannounced basis just before, during or after performance of safety-sensitive functions for alcohol or at any time for drugs.
 - Each year, the number of random alcohol tests conducted by the County must equal at least 25% of all the safety-sensitive CDL employees.
 - Random drug tests conducted by the County must equal at least 50% of all employees that require a CDL or perform safety-sensitive functions.
- **Return to Duty.** Conducted when an individual who has violated the prohibited alcohol or drug standards returns to performing safety-sensitive duties after successful complying with the recommended treatment and education, verified by the 3rd party substance abuse professional (SAP).
 - The Sap will develop the employees follow-up testing plan; outlining for the County the number and frequency of follow-up testing that will take place. Follow-up tests are random within the follow up period.
 - Must test negative for Drug and Alcohol prior to returning to duty.
 - Follow-up testing may be extended for up to sixty (60) months following the return to duty, determined by the SAP.



DOT Regulated Drug & Alcohol Testing

Testing Procedures

- **Alcohol:** DOT rules require breath testing using evidential breath testing (EBT) devices.
 - Two breath tests are required to determine if a person has a prohibited alcohol concentration.
 - A screening test is conducted first. Any result less than 0.02 alcohol concentration is considered a "negative" test. Therefore, any result with a 0.02 alcohol concentration or greater is considered a "positive" test. If the alcohol concentration is 0.02 or greater, a second, confirmation test must be conducted.
- **Drugs:** Drug testing is conducted by analyzing a employee's urine specimen, and must be conducted through a U.S. Department of Health and Human Services certified facility, which may conduct onsite collections.
 - Specimen collection procedures and chain of custody requirements ensure that the specimen's security, proper identification and integrity are not compromised.

DOT rules require a split specimen procedure.

- Each urine specimen is subdivided into two bottles labeled as primary and split.
- Both bottles are sent to the laboratory.
- Only the primary specimen is opened and used for the urinalysis.
- The split specimen remains sealed at the laboratory.
- If the analysis of the primary specimen confirms the presence of illegal controlled substances, the employee has 72 hours to request that the split specimen be sent to another DHHS certified laboratory for analysis.

All urine specimens are currently analyzed for the following drugs:

Marijuana (THC), Amphetamines, Opioids, Phencyclidine (PCP) and Cocaine.

Testing is conducted using a two-stage process.

- First, a screening test is performed.
- If the test is positive for one or more of the drugs, a confirmation test is performed for each identified drug.
- Sophisticated testing requirements ensure that over-the-counter medications or preparations are not reported as positive results.

All drug tests are reviewed and interpreted by a 3rd party physician designated as a Medical Review Officer (MRO) before they are reported to the County.

- If the laboratory reports a positive result to the MRO, the MRO will contact the driver and conduct an interview to determine if there is an alternative medical explanation for the drugs found in the urine specimen.
- For all the drugs listed above, except PCP, there are some limited, legitimate medical uses that may explain a positive test result. The MRO will take into consideration when the use is pursuant to the instructions of a physician who has advised the driver that the substance does not adversely affect the driver's ability to safely operate a commercial motor vehicle.
- If the MRO determines that the drug use is legitimate, the test will be reported to the Designated Employer Representative and the Senior Director of Human Resources as a negative result.
- Failure to cooperate with MRO requests will be considered a positive result.



DOT Regulated Drug & Alcohol Testing

Refusal to Submit to an Alcohol or Drug Test

Refusal to submit to an alcohol or controlled substances test means that a CDL employee:

- Fails to provide adequate breath for testing without a valid medical explanation after he or she has received notice of the requirement for breath testing in accordance with the provisions of this policy.
- Fails to provide adequate urine for controlled substances testing without a valid medical explanation after he or she has received notice of the requirement for urine testing in accordance with the provisions of this policy.
- Refuses to wash his or her hands after being directed to do so during collection of a urine sample.
- Admits to the collector of a urine sample that he or she has adulterated or substituted their specimen.
- An observed collection of a urine sample, fails to follow the observer's instructions to raise his or her clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if he or she has any type of prosthetic or other device that could be used to interfere with the collection process.
- Possesses or wears a prosthetic or other device that could be used to interfere with the collection process.
- Behaves in a confrontational way that disrupts the collection process or otherwise engages in conduct that clearly obstructs the testing process.

The examples above are not all inclusive as there are other acts and circumstances that may be deemed as a refusal under Part 40 and DOT regulations. Refusal to test is considered a positive result. Employees who refuse to submit to an alcohol or drug test are prohibited from performing safety-sensitive functions and will be placed on unpaid administrative leave.

Consequences of Alcohol/Drug Misuse and Refusals

Employees who perform safety-sensitive function that violate any of the prohibited conduct under the DOT Regulated Drug & Alcohol Testing policy or violates any other provisions of the DOT testing rules, the employee will be immediately removed from performing such duties.

- Disciplinary action, up to and including termination, may be imposed upon an employee who performs safety-sensitive functions that engages in prohibited alcohol or drug conduct or refuses to test.
 - A positive post-accident alcohol or drug test will result in termination.
 - The first time an employee alcohol test result is 0.02 or greater, but less than 0.04 will be placed on unpaid administrative leave for a minimum of 24 hours.
 - A second alcohol test with a result of 0.02 or greater, but less than 0.04 must be evaluated by a DOT approved substance abuse professional, and comply with any treatment recommendations to assist the employee with their alcohol or drug problem, at the employees expense, prior to returning to a safety-sensitive function.
- The first time a safety-sensitive employee tests positive for alcohol use greater than 0.04 or drug use, or refuses to test, and is not terminated, they must be evaluated by an DOT approved substance abuse professional (SAP), and comply with any treatment recommendations to assist the employee with their alcohol or drug problem, at the employees expense, prior to returning to a safety-sensitive function.
 - If this employee has agreed to participate in the SAP program and Return-to-Duty testing, he/she will be placed on unpaid administrative leave, unless FMLA qualifications are met, until the SAP program has been deemed successfully completed by the substance abuse professional.
 - After successfully completing the SAP requirements, the employee may be eligible to return to work.
 - If this employee tests positive for alcohol greater than 0.02 or drug use, a second time during the return to duty testing or after successful completion of the SAP/Return to Duty program, will be terminated.



DOT Regulated Drug & Alcohol Testing

Information/Training

- All personnel responsible for supervising and managing CDL employees must attend at least two hours of training on alcohol and drug misuse symptoms and indicators used in making determinations for reasonable suspicion testing.
 - Supervisors and managers will be instructed on the detection of abuse problems and the enforcement of the testing policy.
- Educational information will be made available on Wilco 365 which will focus on the potentially dangerous effects of drug and alcohol use and abuse, the effects on job performance measured in loss of productivity, and the potential safety hazards presented to the individual employee, other employees and the public.

Employee Assistance Program (EAP)

- All employees have access to Williamson County's EAP where they may receive assistance for alcohol or drug misuse.

This Policy is a summary of the various rules and requirements that apply under the DOT and Federal Motor Carrier Act to certain employees. In all circumstances the applicable federal rules and regulations, as they may appear from time to time, control over any contrary, ambiguous, or omission related to the County Policy. Employees with questions about any issues related to the County's Policy or applicable rules should consult with the Designated Employer Representative or the Senior Director of Human Resources.

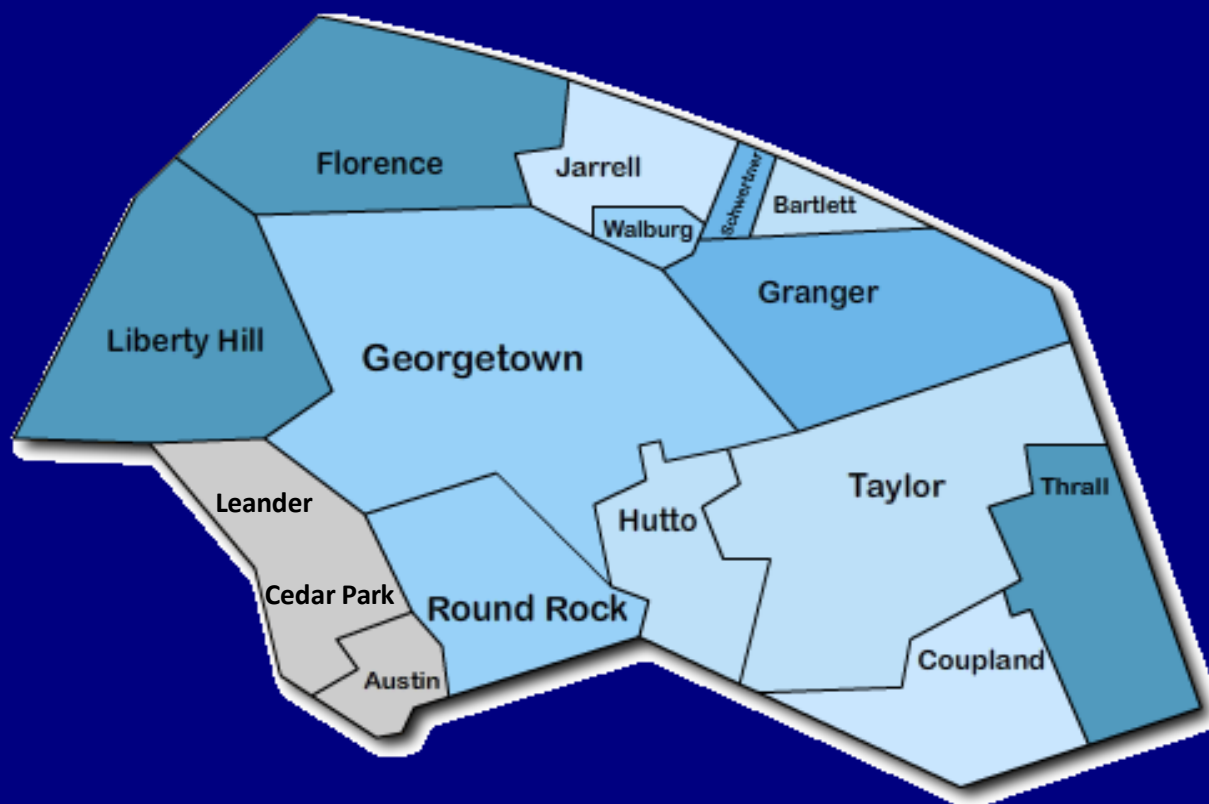


For additional policy information contact the Human Resources Department or visit the [policy center](#).

100 Wilco Way Suite HR101

Georgetown, TX 78626

512-943-1533



Commissioners Court - Regular Session**30.****Meeting Date:** 06/28/2022

Salary Grievance Committee Selection

Submitted For: Ashlie Holladay**Submitted By:** Saira Hernandez, Budget Office**Department:** Budget Office**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action approving a salary grievance committee, including alternates.

Background

Per Local Government Code 152.014, a salary grievance committee is partially composed of nine public members. These members shall be selected during a meeting of the Commissioners Court. This committee will serve, if needed, during this fiscal year 2022 in regard to elected officials salaries.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Saira Hernandez

Final Approval Date: 06/23/2022

Reviewed By

Becky Pruitt

Date

06/23/2022 08:32 AM

Started On: 06/20/2022 07:46 AM

Commissioners Court - Regular Session**31.****Meeting Date:** 06/28/2022

Fiscal Year 23 Compensation

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 FY23 compensation.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments*No file(s) attached.*

Form Review**Inbox**

County Judge Exec Asst. (Originator)

Form Started By: Andrea Schiele

Final Approval Date: 06/21/2022

Reviewed By

Becky Pruitt

Date

06/21/2022 03:37 PM

Started On: 06/21/2022 03:25 PM

Commissioners Court - Regular Session**32.****Meeting Date:** 06/28/2022

Transformative Justice Program Grant Application

Submitted By: John Pelczar, Juvenile Services**Department:** Juvenile Services**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action on Juvenile Services applying for grant funds through the Bureau of Justice Assistance to support the Transformative Justice Program.

Background

Juvenile Services would like to submit a funding request in the amount of \$1,000,000 to the Bureau of Justice Assistance to support the Transformative Justice program. The funding would support contract services for three years of the TJ program (@266,666/year) and would also fund program evaluation (\$200,000). In the new proposal, no randomized control trial will be conducted, so that all eligible participants might be served with the program. No cash match is required by the county.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Grant Request - TJ Program

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: John Pelczar

Final Approval Date: 06/23/2022

Reviewed By

Becky Pruitt

Date

06/23/2022 11:21 AM

Started On: 06/22/2022 05:43 PM

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Grants Management Request Questionnaire

BackGround Information

Please note: The county's acceptance of a grant will generally form a contract and; therefore, the application for a grant must be considered and approved by the Commissioners Court prior to making such application.

DIRECTIONS

Please complete the answers to the best of your ability. If a question does not relate to your request, please mark it N/A (Not Applicable). If your answer requires further research, please mark it as N/R (Needing Research) and give an estimated date such information will be obtained. When finished, please print and upload the form to the Agenda.

Grant Title/Project Name:
Wilco Transformative Justice

Department:
Juvenile Services

Requestor:
☐ Scott Matthew

Contact Email:
smatthew@wilco.org

Contact Phone Number:
(512) 943-3204

Start Date:
10/1/2023

End Date:
9/30/2026

Please select request category:
Service

Describe the purpose of the grant in detail to include all requirements.

Williamson County Juvenile Services on behalf of the Transformative Justice program would like to submit a grant funding request in the amount of \$1,000,000 to the Bureau of Justice Assistance to support the Transformative Justice program. The funding would support three years of the TJ program (@266,666/year) and would also fund program evaluation. In the new proposal, no randomized control trial will be conducted, so that all eligible participants might be served with the program. No cash match is required by the county.

Select the type of grant your department is applying for:

Federal

What is the amount of the grant?

\$1,000,000.00

Please provide a breakdown of the total cost above.

The grant would provide for contract services in the amount of \$266,666/year for three years. Contractors would include a Program Director, Attorneys (2), and Case Managers (2). The remaining \$200,000 will be used to support a program evaluation to be conducted by the Public Policy Research Institute (PPRI) at Texas A&M University.

Is there a match requirement?

No

Does the grant cover the cost of the request 100%?

No

If not, how much is left unpaid?

15,000.00

What is the plan to obtain grants/funds for the remaining amount?

This unpaid amount would include expenses such as a risk and needs assessment, data management system, phones, copy machine, and travel and training expenses. The department will continue to seek grant funds to cover the cost of the program, but if unable to obtain grant funds the department believes it could absorb these costs into our current budget, if necessary.

Other Request Questions Only

List other similar items in the County and/or region and if they available for use?

N/A

How is this item request different from any similar assets currently in the County and/or region?

N/A

What types of events/purpose would this item be used for that cannot be accomplished with a current County asset?

The program's goal is to divert and improve the lives of nonviolent offenders between the ages of 17 and 24—"emerging adults"—who have entered the criminal justice system. Piloted in 2019, this unique initiative provides an 18-month plan of individualized care and an intensive system of case management. As participants accomplish their personal development plan goals and successfully complete the program, their criminal charges are dismissed and their record of this charge is completely expunged. These young people and their children would otherwise face a pathway toward recidivism, poverty, and violence; by transforming these lives, we create a stronger and more resilient community and the county is made safer.

Identify the number of personnel required to operate this item and/or be available for the function where it is to be used?

N/A

Please explain how this item will create the need for more or less personnel (or mark n/a for no change)?

N/A

Where will the item be stored?

N/A

What is the useful life of the item?

This is three year grant.

Will a replacement be requested from general funds when useful life has been exhausted? (OR)

Yes

Does this item require insurance coverage?

No

Will this item require any form of licensing?

No

Will this item require on-going maintenance? Please describe the maintenance required along with an estimate for these costs?

N/A

How will this item be funded when the grant ends?

Demonstrated program success through the research study and cost benefit analysis, will help determine if the continuation of this program is beneficial. If the program continues beyond this grant, the department will seek out additional grant opportunities from federal, state and non-profit agencies, partner with other local agencies to help reduce costs, and may seek funding assistance through county funds.

Budgetary Impact

What is the overall budgetary impact? (i.e. revenue generation, expense reduction, etc.)

A primary goal of this program is to reduce the number of days these participants would be incarcerated, which would result in an expense reduction for the county.

Please identify any additional equipment needed/required (now or in the future) should the grant/asset is awarded.

There is no immediate need for any equipment, but there may be a need to replace laptop computers once before the end of this grant period. We do not foresee any other major equipment needs.

What is the cost and frequency to maintain/update the additional equipment?

1x @ approx \$10,000

What is the impact of this grant application on other internal/county departments?

The Transformative Justice Program is a collaboration between the District Court, the District Attorneys Office, and Juvenile Services. All three departments are in agreement with seeking these grant funds to extend this program.

Version: 4.0

Created at 6/22/2022 5:02 PM by ☐ John Pelczar

Last modified at 6/23/2022 11:06 AM by ☐ John Pelczar

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Commissioners Court - Regular Session**33.****Meeting Date:** 06/28/2022

FY22 Action Plan Projects

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

Information**Agenda Item**

Discuss and take appropriate action on the Community Development Block Grant 2022 proposed projects to be included in the Annual Action Plan.

Background

Williamson County has been awarded a Community Development Block Grant (CDBG) FY22 funding allocation of \$1,712,437 to successfully support community development and affordable housing efforts for low and moderate-income areas throughout the County. This is a request for the approval of the 2022 proposed projects that will be included in the Annual Action Plan. The priorities listed were approved by the Court on April 23, 2019 as a part of the program's 5-year Consolidated Plan. The attached "2022 CDBG Projects" is for your review. Projects listed will be included in the FY22 Annual Action Plan.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

FY22 CDBG Projects

CDBG Funding Priorities

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Sally Bardwell

Final Approval Date: 06/23/2022

Reviewed By

Becky Pruitt

Date

06/23/2022 10:55 AM

Started On: 06/23/2022 09:56 AM

**Recommended Funding for FY22
Community Development Block Grant
Allocation \$1,712,437**

Habitat for Humanity of Williamson County Home Repair Program

Project will assist approximately twenty eligible households who are in need of home repairs within CDBG participating cities or the unincorporated areas of the County. Homeowners will meet CDBG defined income qualifications. Home repairs can include, but are not limited to, roofing, siding, weatherization (windows), energy efficiency/conservation (plumbing, electrical), accessibility and/or safety.

Funding Requested: \$150,000

Estimated Funding for FY22: \$150,000

Annual Goals: Increase Access to Affordable Housing

Target Areas: CDBG Participating Cities and Unincorporated Areas of the County

Priority Needs Addressed: Housing Rehabilitation

Goal Outcome Indicator: 20 Households

City of Georgetown Home Repair Program

Project will assist approximately twenty eligible households who are in need of home repairs within Georgetown city limits, including the San Jose and TRG neighborhoods. Homeowners will meet CDBG defined income qualifications. The program will be administered by Habitat for Humanity of Williamson County. Home repairs can include, but are not limited to, roofing, siding, weatherization (windows), energy efficiency/conservation (plumbing, electrical), accessibility and/or safety.

Funding Requested: \$150,000

Estimated Funding for FY22: \$150,000

Annual Goals: Increase Access to Affordable Housing

Target Areas: City of Georgetown

Priority Needs Addressed: Housing Rehabilitation

Goal Outcome Indicator: 20 Households

Helping Hands of Georgetown/Social Service Food Pantry

Food pantry services to qualified clients.

Funding Requested: \$30,000

Estimated Funding for FY22: \$30,000

Annual Goals: Public Services/Food Pantry

Target Areas: City of Georgetown

Priority Needs Addressed: Non-Homeless Special Needs

Goal Outcome Indicator: 110 People

Key2Free/Social Service Medical Services

Medical, psychiatric, therapeutic, case management and rental assistance for victims of human trafficking.

Funding Requested: \$78,200

Estimated Funding for FY22: \$78,200

Annual Goals: Public Services/Health and Mental Health Services

Target Areas: CDBG Participating Cities and Unincorporated Areas of the County

Priority Needs Addressed: Health and Mental Health Services

Goal Outcome Indicator: 10 People

Impact Counseling Services/Social Service

Provide individual and group therapy, small and large group presentations, crises intervention, psychiatric care, medication monitoring and family therapy to participating schools in Eastern Williamson County. Funding will allow the program to maintain and potentially increase the number of clients served.

Funding Requested: \$50,000

Estimated Funding for FY22: \$50,000

Annual Goals: Public Services/Health and Mental Health Services

Target Areas: CDBG Participating Cities and Unincorporated Areas of the County

Priority Needs Addressed: Health and Mental Health Services

Goal Outcome Indicator: 55 People

City of Granger Water System Improvements

Project to include the survey of water assets, modeling of water distribution system, and installation of 12-inch and 8-inch water lines. Locations within Granger to be determined.

Funding Requested: \$476,710

Estimated Funding for FY22: \$96,000

Annual Goals: Public Facilities and Infrastructure Improvements

Target Areas: City of Granger

Priority Needs Addressed: Improve Public Facilities

Goal Outcome Indicator: 715 people

Georgetown Housing Authority

Project will rehabilitate 104 units at Stonehaven Public Housing with required electrical upgrades. Including but not limited to, provide and install new meter bases, new meters, and new main disconnect switches at the service entry to each dwelling unit. Provide and install new copper ground wire and rod at each service to comply with current code. Upgrade any existing ungrounded circuits to three-wire grounded circuits. Extend larger service wiring from new meter base to the existing location of the load center (breaker panel) inside the unit. Provide and install a new 100-amp (or larger) load center in units where there is presently a 70-amp load center, complete with all new circuit breakers for existing circuits. Replace all switches and plugs. Install GFCI's. Replace riser pipes to meter cans. Install smoke detectors in bedrooms. Replacement of Exterior pad-mounted fused distribution panels. Upgrade the exterior pad-mounted fused distribution panels adjacent to pad-mounted transformers. In addition, some of the conduits entering the panels on pad-mounted transformers and into metering enclosures were observed to be corroded and exposes conductors to unauthorized personnel. The external metal service entrance conduits need to be grounded at the panels and conduit needs to be reworked.

Funding Requested: \$300,000

Estimated Funding for FY22: \$300,000

Annual Goals: Public Facilities and Infrastructure Improvements

Target Areas: Georgetown Housing Authority

Priority Needs Addressed: Improve Public Facilities

Goal Outcome Indicator: 243 people

Habitat for Humanity 21st Street Project

Design and construct a water and wastewater line for Shepherd's Village, a 12 unit condominium development of homes located at 502 W 21st Street, Georgetown to be sold to potential homeowner's earning between 60 to 80% of the Area Median Income.

Funding Requested: \$150,000

Estimated Funding for FY22: \$121,712

Annual Goals: Increase Access to Affordable Housing

Target Areas: City of Georgetown

Priority Needs Addressed: Homeownership Assistance

Goal Outcome Indicator: 12 households

Granger Housing Authority Rehab

Electrical and furnace improvements to support central air conditioning installation. Project located at the Granger Housing Authority.

Funding Requested: \$121,330

Estimated Funding for FY22: \$121,330

Annual Goals: Public Facilities and Infrastructure Improvements

Target Areas: Granger Housing Authority

Priority Needs Addressed: Improve Public Facility

Goal Outcome Indicator: 35 People

Hutto Resource Center/Social Service Mortgage Assistance

The Hutto Resource Center will provide rental and mortgage assistance to those in need in Hutto or within the Hutto ISD attendance zone.

Funding Requested: \$50,000

Estimated Funding for FY22: \$50,000

Annual Goals: Public Services/Housing Assistance

Target Areas: City of Hutto

Priority Needs Addressed: Non-Homeless Special Needs

Goal Outcome Indicator: 25 Households

Jarrell Water System Improvements

Installation of up to 2,100 linear feet of 16-in PVC C900 water line, 4 fire hydrants, and 2 gate valves. The service area is residences along CR 305, bounded by CR 307 to the east and up to CR 396 to the west, including the Double Creek Estates subdivision and Jarrell Memorial Park in Jarrell TX.

Funding Requested: \$347,195

Estimated Funding for FY22: \$347,195

Annual Goals: Public Facilities and Infrastructure Improvements

Target Areas: City of Jarrell

Priority Needs Addressed: Improve Public Facilities

Goal Outcome Indicator: 560 people

Program Administration

Estimated Funding for FY22: \$218,000

Alternate Project FY22 CDBG Funding

This document includes a list of alternate projects for public review. If a funded project has cost savings, slows down or discovers a barrier to being completed, an alternate project from the current Annual Action Plan may be selected to continue the timely spending of grant funds. Consideration of any project that was not identified as an alternate will go through the approved substantial amendment process.

Alternate Projects contain the same level of information that funded projects contain in the Annual Action Plan to ensure appropriate review by the public. Project descriptions also include the maximum dollar amount the Commissioners Court will consider if funding becomes available. Approval by the Williamson County Commissioners Court will be necessary to replace a funded project with an alternate or to fund an alternate with cost savings from a completed project regardless of whether or not:

- the increase or decrease exceeds 50% change in federal funding where the project is \$25,000 or less, or
- the increase or decrease exceeds 25% change in federal funding where the project is more than \$25,000.

These actions will not require a substantial amendment since the alternate projects will have gone through a public review process.

Consideration of any project that was not identified as an alternate will go through the approved substantial amendment process.

Alternate Projects

Yellow House Foundation

Raising Capital to purchase land (completed) and to construct a new Yellow House Building to meet the growing needs of the Williamson County recovery community

Funding Requested: \$300,000

Estimated Funding for FY22: \$0

Annual Goals: Public Facilities and Infrastructure Improvements

Target Areas: Countywide

Priority Needs Addressed: Improve Public Facilities

Goal Outcome Indicator: 44,250 people

City of Liberty Hill Drainage Project

Construction of a 40-ft wide concrete drainage channel along the length of the drainage easement, capable of handling the 100-year stormflow of 938cfs in the Jenks Branch Subdivision in Liberty Hill.

Funding Requested: \$985,000

Estimated Funding for FY22: \$0

Annual Goals: Public Facilities and Infrastructure Improvements

Target Areas: City of Liberty Hill

Priority Needs Addressed: Improve Public Facilities

Goal Outcome Indicator: 14 Households

City of Weir Community Center Parking Lot

Driveway access and parking lot including curb, gutter, and concrete ADA parking at the Weir Community Center.

Funding Requested: \$264,850

Estimated Funding for FY22: \$0

Annual Goals: Public Facilities and Infrastructure Improvements

Target Areas: City of Weir

Priority Needs Addressed: Improve Public Facilities

Goal Outcome Indicator: 245 People

City of Taylor Water Disinfection Station

Rehabilitate prior disinfection station near Southwood Hills in Taylor TX.

Funding Requested: \$655,000

Estimated Funding for FY22: \$0

Annual Goals: Public Facilities and Infrastructure Improvements

Target Areas: City of Taylor

Priority Needs Addressed: Improve Public Facility

Goal Outcome Indicator: 5635 People

Williamson County Funding Priorities for 2019-2023

Public Facility and Infrastructure Improvements

- Fund non-housing community development proposals that eliminate a threat to public health and safety to include water/sewer projects, drainage projects, sidewalks, and street improvements.
- Fund public facility improvements that benefit low income households and persons, and persons with special needs to include senior centers, neighborhood facilities, youth centers, homeless facilities, childcare centers, parks and recreational facilities.

Increase Access to Affordable Housing

- Fund activities that expand the supply and improve the condition of housing affordable to lower income households.
- Fund activities that leverage other public and private resources such as Low Income Housing Tax Credit (LIHTC) projects.
- Extend the useful life of existing affordable housing through weatherization, repair, and rehabilitation programs.

Decrease Homelessness

- Provide funds to support shelter operations and transitional housing.
- Provide funding to increase permanent supportive housing opportunities and work to create a stronger network of providers of supportive and mainstream services to homeless clients.

Public Services

- Fund projects that provide supportive services to low- and moderate-income household as well as persons with special needs.
- Support efforts to develop a regional social service collaborative to coordinate the work of social service organizations, disseminate information, and eliminate duplication of effort.

Affirmatively Further Fair Housing

- Support improved access to community resources.
- Continue to operate in compliance with protected class definitions found in federal regulations.

1	Priority Need Name	INCREASE ACCESS TO AFFORDABLE HOUSING
	Priority Level	High
	Population	Extremely Low Income Low Income Moderate Income Large Families Families with Children Elderly Families Public Housing Residents Elderly Frail Elderly Persons with Mental Disabilities Persons with Physical Disabilities Persons with Developmental Disabilities Persons with Alcohol or Other Addictions Persons with HIV/AIDS and their Families Victims of Domestic Violence
	Geographic Areas Affected	Countywide CDBG Eligible
	Associated Goals	Housing rehabilitation Homeownership assistance Affordable rental housing
	Description	Provide assistance to homeowners and renters to increase access to affordable housing and to extend the life of existing units.
	Basis for Relative Priority	High housing costs reduce economic opportunities and access to prosperity.
2	Priority Need Name	DECREASE HOMELESSNESS
	Priority Level	High
	Population	Families with Children Elderly Families Elderly Frail Elderly Persons with Mental Disabilities Persons with Physical Disabilities Persons with Developmental Disabilities Persons with Alcohol or Other Addictions Persons with HIV/AIDS and their Families Victims of Domestic Violence
	Geographic Areas Affected	Countywide
	Associated Goals	Provide housing/services to the homeless/at risk of homelessness
	Description	Provide support for facilities and services that are targeted at those experiencing homelessness and/or at risk of homelessness
	Basis for Relative Priority	Homelessness has been increasing and there is a need to provide shelter and support for persons experiencing homelessness or who are at risk of becoming homeless. This includes persons who are living in cars, doubled up or couch surfing. Support could come in the form of emergency shelters, transitional housing, permanent supportive housing and services related to health and mental health, substance abuse issues, etc.

3	Priority Need Name	PUBLIC FACILITIES AND INFRASTRUCTURE IMPROVEMENTS
	Priority Level	High
	Population	Extremely Low Income Low Income Moderate Income Non-housing Community Development
	Geographic Areas Affected	CDBG Eligible Countywide
	Associated Goals	Improve public infrastructure Improve public facilities
	Description	Improvements to public facilities and infrastructure and facilities that deliver public services. Infrastructure improvements include: solid waste disposal, flood drains, water/sewer, streets, sidewalks, neighborhood facilities, and parks and recreational facilities. Examples of public facilities include those that serve youth/children, abused and neglected children, seniors, persons with disabilities and other vulnerable populations.
	Basis for Relative Priority	There is a need to make improvements, particularly in low- and moderate-income areas in which the local jurisdictions are less able to leverage resources or attract investments that are necessary to improve the quality of life. There is a significant need for water resources, wastewater and improved drainage throughout the county.
4	Priority Need Name	PUBLIC SERVICES
	Priority Level	High
	Population	Extremely Low Income Low Income Moderate Income Non-homeless special needs Persons with disabilities Victims of domestic violence Homeless Families with children Non-housing Community Development
	Geographic Areas Affected	Countywide
	Associated Goals	Provide public services
	Description	Delivery of public services for seniors, persons with disabilities, youth, victims of domestic violence, abused and neglected children as well as childcare services, health and mental health services, transportation, non-homeless special needs and employment training.
	Basis for Relative Priority	A variety of public services are needed including services for seniors, youth and children, those needing mental health services, health services, services for persons with disabilities, services for victims of domestic violence and non-homeless special needs. Public transportation is a significant need to enable individuals to access services.
5	Priority Need Name	AFFIRMATIVELY FURTHER FAIR HOUSING CHOICE
	Priority Level	High
	Population	Extremely Low Income Low Income Moderate Income Families with Children Elderly Families

		Elderly Frail Elderly Persons with Mental Disabilities Persons with Physical Disabilities Persons with Developmental Disabilities Persons with Alcohol or Other Addictions Persons with HIV/AIDS and their Families Victims of Domestic Violence
	Geographic Areas Affected	Countywide
	Associated Goals	Fair housing activities
	Description	Provide education and outreach to the community regarding fair housing laws
	Basis for Relative Priority	There is the continued need for education and outreach for the general public, those in the real estate industry, landlords and property managers regarding fair housing laws.
6	Priority Need Name	PLANNING AND ADMINISTRATION
	Priority Level	High
	Population	Extremely Low Income Low Income Moderate Income
	Geographic Areas Affected	Countywide
	Associated Goals	Planning and administration
	Description	Administrative and planning costs to operate the CDBG program successfully.
	Basis for Relative Priority	Effective and efficient implementation of CDBG funding requires adequate resources for program planning and administration.

Commissioners Court - Regular Session**34.****Meeting Date:** 06/28/2022

Budget Amendment for Constable Pct. 4

Submitted By: Nathan Zinsmeyer, 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 Constable Pct. 4 vehicle usage fees.

Background

This Budget Amendment recognizes revenue for vehicle usage related to off duty contracts.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.341214	VEH USAGE FEE, CON PCT#4	\$23,000.00

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Nathan Zinsmeyer

Final Approval Date: 06/23/2022

Reviewed By

Becky Pruitt

Date

06/23/2022 08:59 AM

Started On: 06/22/2022 03:36 PM

Commissioners Court - Regular Session**35.****Meeting Date:** 06/28/2022

Budget Amendment for Constable Pct. 4

Submitted By: Nathan Zinsmeyer, 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 Constable Pct. 4 Gasoline.

Background

This Budget Amendment recognizes additional expenditures for fuel due to an increase in fuel prices and related off duty contracts.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0554.003301	gasoline	\$23,000.00

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Nathan Zinsmeyer

Final Approval Date: 06/23/2022

Reviewed By

Becky Pruitt

Date

06/23/2022 08:59 AM

Started On: 06/22/2022 03:43 PM

Commissioners Court - Regular Session**36.****Meeting Date:** 06/28/2022

Line Item Transfer for Constable Pct. 4

Submitted By: Nathan Zinsmeyer, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action on a line-item transfer for Constable Pct.4.

Background

The line item transfer is necessary due to the increase in fuel cost. This amount is what is estimated to be needed through September 30, 2022.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0554.004414	Vehicle Insurance	\$6,493.11
From	0100.0554.004232	Training, Conf., Seminars	\$7,106.89
To	0100.0554.003301	Gasoline	\$13,600.00

Attachments*No file(s) attached.*

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Nathan Zinsmeyer

Final Approval Date: 06/23/2022

Reviewed By

Becky Pruitt

Date

06/23/2022 09:52 AM

Started On: 06/22/2022 03:47 PM

Commissioners Court - Regular Session**37.****Meeting Date:** 06/28/2022

DA BA Rev 06.28.22

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**

County Judge Exec Asst.

Form Started By: Melanie Denny

Final Approval Date: 06/21/2022

Reviewed By

Becky Pruitt

Date

06/21/2022 12:52 PM

Started On: 06/21/2022 11:37 AM

Commissioners Court - Regular Session**38.****Meeting Date:** 06/28/2022

DA BA Exp 06.28.22

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	\$6,056.70
	0100.0440.002010	FICA	\$463.34
	0100.0440.002020	Retirement	\$979.96

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Melanie Denny

Final Approval Date: 06/21/2022

Reviewed By

Becky Pruitt

Date

06/21/2022 12:52 PM

Started On: 06/21/2022 11:38 AM

Commissioners Court - Regular Session**39.****Meeting Date:** 06/28/2022

2019 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 2019 Park Bond transfer to move \$621,761.89 from P562 (EXPO Center Support Amenities) to P566 (EXPO TX Winter Storm 2021).

Background

This transfer is necessary to complete P566 (EXPO TX Winter Storm 2021). Any remaining funds received from insurance will be used to replenish 2019 Park Bond.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Tomika Lynce

Final Approval Date: 06/23/2022

Reviewed By

Becky Pruitt

Date

06/23/2022 11:20 AM

Started On: 06/22/2022 03:36 PM

Commissioners Court - Regular Session**40.****Meeting Date:** 06/28/2022

Public Safety Technology Reorganization

Submitted By: Richard Semple, Information Technology**Department:** Information Technology**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss consider and take appropriate action on reorganizing and moving the reporting structure of both Department #507/Fund #507 – WC Radio Communication System and Department #587/Fund #0100 – Wireless Communications to Department #523/Fund #0100 – Public Safety IT; moving five (5) Department #503 PCN Nos. 0951, 1629, 1855, 0962 and 0950 to Department #523; and moving three (3) Department #581 PCN Nos. 0166, 0118 and 0162 to Department #523; with such actions to be effective October 1, 2022.

Background

This is an effort to consolidate technology functions to support public safety. A new department number has been created to better account for the costs involved in supporting public safety technology. This new department number will be under Technology Services and will report to the Chief Information Officer. The new department of Public Safety Technology will have 5 staff from Technology Services and 3 staff from Emergency Communications that all support public safety technology today. Software and hardware items will be moved to this budget as appropriate as well. Additionally, The Wireless Communications Division will change in reporting to Technology Services, but no changes will be made to funds/department codes/etc. for that group.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Richard Semple

Final Approval Date: 06/22/2022

Reviewed By

Becky Pruitt

Date

06/22/2022 12:50 PM

Started On: 06/22/2022 10:04 AM

Commissioners Court - Regular Session**41.****Meeting Date:** 06/28/2022

2020 Capital Improvement 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 2020 CIP transfer to close P529 (Prime #2) and move the remaining funds of \$346,713.67 to P566 (EXPO TX Winter Storm 2021).

Background

This transfer is necessary to close P529 (Prime site #2) and to complete P566 (EXPO TX Winter Storm 2021).

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Tomika Lynce

Final Approval Date: 06/23/2022

Reviewed By

Becky Pruitt

Date

06/23/2022 11:19 AM

Started On: 06/22/2022 11:34 AM

Commissioners Court - Regular Session**42.****Meeting Date:** 06/28/2022

Approval of Pre-Employment Background Screening Service Agreements with Mary Lewis, Brian Dirner and Jason Cox 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 agreements for pre-employment background screening services in the total not-to-exceed amount of \$15,000.00 and exempting these agreements from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Texas Local Government Code § 262.024(a)(4), and authorizing execution of the agreements.

Background

Approval of this item will support the Sheriff's Office in their staffing efforts by providing pre-employment background screening services. Agreements are attached for three different providers of this service. Providers will be compensated at a rate of \$30 an hour with not to exceed amounts as follows: Mary Lewis \$7,500.00, Brian Dirner \$3,750.00, and Jason Cox \$3,750.00. The total estimated spend for the remainder of fiscal year 2022 is \$15,000.00 total amongst the three agreements. The work being performed by these individuals requires accessing the Texas Commission on Law Enforcement website. This is restricted to those individuals that have been authorized and issued a personal identification number (PID#) from the Texas Commission on Law Enforcement. All three individuals are current reserve deputies and not full time employees of Williamson County. This website contains confidential and restricted information. Agreements will cover an initial period through September 30th, 2022 with the option to extend for up to two (2) additional twelve (12) month periods. Legal, contract audit and budget have reviewed this purchase. This expenditure will be charged to FY22 01.0100.0560.004100. Department contact is Chief James Carmona.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Mary Lewis Agreement
Brian Dirner Agreement
Jason Cox Agreement

Form Review**Inbox**

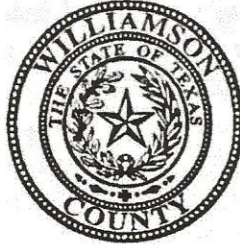
Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Erica Smith
Final Approval Date: 06/23/2022

Reviewed By

Joy Simonton
Becky Pruitt

Date

06/22/2022 09:27 PM
06/23/2022 08:34 AM
Started On: 06/20/2022 01:56 PM



**PROFESSIONAL SERVICE AGREEMENT
FOR
PRE-EMPLOYMENT SCREENING &
BACKGROUND INVESTIGATIONS
FOR
THE WILLIAMSON COUNTY SHERIFF'S OFFICE**

This Professional Services Agreement for the Williamson County Sheriff's Office ("Agreement") is entered into between Williamson County, Texas, hereinafter referred to as COUNTY, and Mary Lewis hereinafter referred to as PROVIDER, for the purpose of providing professional pre-employment screenings and background investigations related to hiring new employees for both the law enforcement and corrections divisions within the Williamson County Sheriff's Office.

**I.
SCOPE OF SERVICES**

PROVIDER shall provide, upon request by the Williamson County Sheriff or his designee, pre-employment services and background investigations to the WCSO administration as needed. PROVIDER will conduct interviews with professional and personal references, prior employers and examine digital footprints. All services provided by PROVIDER and professionals shall be performed according to the regularly accepted standards for such services in the State of Texas and all applicable federal and state statutes and regulations

**II.
TERM**

This initial term under this Agreement shall become effective as of the date of the last party's execution below and continue until September 30, 2022, unless terminated sooner as authorized

herein. The Agreement may be extended beyond the initial term for up to two (2) additional twelve (12) month periods upon a mutual renewal approved by COUNTY'S governing body. If the COUNTY exercises any extension option, all terms, conditions, and provisions of the Agreement shall remain in effect for that extension period, subject only to any economic price adjustment if necessary.

III. COST AND PAYMENT

PROVIDER will be compensated based on rate of \$30 per hour. The fees under this Agreement shall be subject to the budgeted and available funding allotted and available for this category of services with the WCSO. The not-to-exceed cap for FY22 is \$7,500.00.

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

IV. AGENCY-INDEPENDENT CONTRACTOR

Neither the COUNTY nor any employee thereof is an agent of PROVIDER and neither PROVIDER nor any employee thereof is an agent of the COUNTY. This agreement does not and shall not be construed to entitle either party or any of their respective employees, if applicable, to any benefit, privilege, or other amenities of employment by the other party. The parties agree and acknowledge that PROVIDER is acting as an independent contractor under this Agreement.

V.
ASSIGNMENT; SUCCESSORS AND ASSIGNS

Neither party may assign, in whole or in part, any interest it may have in this Agreement without the prior written consent of the other party. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.

VI.
THIRD PARTY BENEFICIARY EXCLUDED

No person not a party to this Agreement may bring a cause of action pursuant to this Agreement as a third-party beneficiary. This Agreement may not be interpreted to waive the sovereign immunity of any party to this Agreement to the extent such party may have immunity under Texas law.

VII.
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. In the event of further lockdowns or shelter-in-place orders related to COVID19 or any other communicable diseases or pandemic, if PROVIDER is able to provide services under this agreement by way of telephone, teleconference, or remote electronic means, this paragraph will not apply to relieve PROVIDER of the obligation to provide services or to relieve COUNTY of the obligation to pay for services provided as set forth in 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.

VIII.
TERMINATION

This Agreement may be terminated, with or without cause, by either party by providing written notice to the other party at least thirty (30) days prior to the intended date of termination. In the event of termination, COUNTY will only be liable for payment for services rendered by PROVIDER and goods actually received as of 5:00 pm on the termination date.

IX.
NOTICE

Any notice or other writing required by this Agreement shall be deemed given when personally delivered or mailed by certified or registered United States mail, postage prepaid, addressed as follows:

COUNTY: Williamson County Judge
Bill Gravell (or successor)
710 Main Street, Ste. 101
Georgetown, Texas 78626

with copy to: Williamson County Sheriff
Mike Gleason
508 Rock Street
Georgetown, Texas 78626

PROVIDER: Mary Lewis
1698 Hidden Springs Path
Round Rock, TX 78665

X.
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.

XI.
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 Williamson County, Texas. 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.

XII.
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 or employees, 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.

XIII. COUNTY'S RIGHT TO AUDIT

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

XIV. APPROPRIATION OF FUNDS

COUNTY believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. PROVIDER 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.

XV. ENTIRE AGREEMENT

This Agreement represents the entire understanding of and between the parties and supersedes all prior representations and prior agreements between the parties. This Agreement may not be varied orally, but must be amended by written document of subsequent date duly executed by these parties.

Executed by the parties on the date referenced below to be effective as of the date of the last party's execution.

WILLIAMSON COUNTY, TEXAS

Bill Gravell

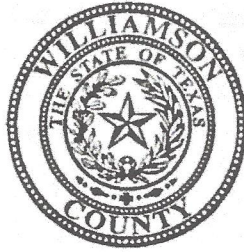
Williamson County Judge

Date:

PROVIDER:

Mary Lewis
Mary Lewis

Date: 05/26/2022



**PROFESSIONAL SERVICE AGREEMENT
FOR
PRE-EMPLOYMENT SCREENING &
BACKGROUND INVESTIGATIONS
FOR
THE WILLIAMSON COUNTY SHERIFF'S OFFICE**

This Professional Services Agreement for the Williamson County Sheriff's Office ("Agreement") is entered into between Williamson County, Texas, hereinafter referred to as COUNTY, and Brian Dirner hereinafter referred to as PROVIDER, for the purpose of providing professional pre-employment screenings and background investigations related to hiring new employees for both the law enforcement and corrections divisions within the Williamson County Sheriff's Office.

**I.
SCOPE OF SERVICES**

PROVIDER shall provide, upon request by the Williamson County Sheriff or his designee, pre-employment services and background investigations to the WCSO administration as needed. PROVIDER will conduct interviews with professional and personal references, prior employers and examine digital footprints. All services provided by PROVIDER and professionals shall be performed according to the regularly accepted standards for such services in the State of Texas and all applicable federal and state statutes and regulations

**II.
TERM**

This initial term under this Agreement shall become effective as of the date of the last party's execution below and continue until September 30, 2022, unless terminated sooner as authorized

herein. The Agreement may be extended beyond the initial term for up to two (2) additional twelve (12) month periods upon a mutual renewal approved by COUNTY'S governing body. If the COUNTY exercises any extension option, all terms, conditions, and provisions of the Agreement shall remain in effect for that extension period, subject only to any economic price adjustment if necessary.

III. COST AND PAYMENT

PROVIDER will be compensated based on rate of \$30 per hour. The fees under this Agreement shall be subject to the budgeted and available funding allotted and available for this category of services with the WCSO. The not-to-exceed cap for FY22 is \$3,750.00.

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

IV. AGENCY-INDEPENDENT CONTRACTOR

Neither the COUNTY nor any employee thereof is an agent of PROVIDER and neither PROVIDER nor any employee thereof is an agent of the COUNTY. This agreement does not and shall not be construed to entitle either party or any of their respective employees, if applicable, to any benefit, privilege, or other amenities of employment by the other party. The parties agree and acknowledge that PROVIDER is acting as an independent contractor under this Agreement.

V.
ASSIGNMENT; SUCCESSORS AND ASSIGNS

Neither party may assign, in whole or in part, any interest it may have in this Agreement without the prior written consent of the other party. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.

VI.
THIRD PARTY BENEFICIARY EXCLUDED

No person not a party to this Agreement may bring a cause of action pursuant to this Agreement as a third-party beneficiary. This Agreement may not be interpreted to waive the sovereign immunity of any party to this Agreement to the extent such party may have immunity under Texas law.

vn.
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. In the event of further lockdowns or shelter-in-place orders related to COVID19 or any other communicable diseases or pandemic, if PROVIDER is able to provide services under this agreement by way of telephone, teleconference, or remote electronic means, this paragraph will not apply to relieve PROVIDER of the obligation to provide services or to relieve COUNTY of the obligation to pay for services provided as set forth in 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.

VIII.
TERMINATION

This Agreement may be terminated, with or without cause, by either party by providing written notice to the other party at least thirty (30) days prior to the intended date of termination. In the event of termination, COUNTY will only be liable for payment for services rendered by PROVIDER and goods actually received as of 5:00 pm on the termination date.

IX.
NOTICE

Any notice or other writing required by this Agreement shall be deemed given when personally delivered or mailed by certified or registered United States mail, postage prepaid, addressed as follows:

COUNTY: Williamson County Judge
Bill Gravell (or successor)
710 Main Street, Ste. 101
Georgetown, Texas 78626

with copy to: Williamson County Sheriff
Mike Gleason
508 Rock Street
Georgetown, Texas 78626

PROVIDER: Brian Dirner
211 Neal Dr.
Liberty Hill, TX 78642

X.
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.

XI.
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 Williamson County, Texas. 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.

XII.
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 or employees, 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.

XIII.
COUNTY'S RIGHT TO AUDIT

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

XIV.
APPROPRIATION OF FUNDS

COUNTY believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. PROVIDER 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.

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WILLIAMSON COUNTY, TEXAS

Bill Gravell

Williamson County Judge

Date:

PROVIDER:



Brian Dirner

Date: 05-31-2022



**PROFESSIONAL SERVICE AGREEMENT
FOR
PRE-EMPLOYMENT SCREENING &
BACKGROUND INVESTIGATIONS
FOR
THE WILLIAMSON COUNTY SHERIFF'S OFFICE**

This Professional Services Agreement for the Williamson County Sheriff's Office ("Agreement") is entered into between Williamson County, Texas, hereinafter referred to as COUNTY, and Jason Cox hereinafter referred to as PROVIDER, for the purpose of providing professional pre-employment screenings and background investigations related to hiring new employees for both the law enforcement and corrections divisions within the Williamson County Sheriff's Office.

**I.
SCOPE OF SERVICES**

PROVIDER shall provide, upon request by the Williamson County Sheriff or his designee, pre-employment services and background investigations to the WCSO administration as needed. PROVIDER will conduct interviews with professional and personal references, prior employers and examine digital footprints. All services provided by PROVIDER and professionals shall be performed according to the regularly accepted standards for such services in the State of Texas and all applicable federal and state statutes and regulations

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

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Georgetown, Texas 78626

with copy to: Williamson County Sheriff
Mike Gleason
508 Rock Street
Georgetown, Texas 78626

PROVIDER: Jason Cox
3301 CR 421
Thorndale, TX 76577

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Executed by the parties on the date referenced below to be effective as of the date of the last party's execution.

WILLIAMSON COUNTY, TEXAS

Bill Gravell

Williamson County Judge

Date:

PROVIDER:

Jason Cox

Date: 5/31/2022

Commissioners Court - Regular Session**43.****Meeting Date:** 06/28/2022

ProCare Addition

Submitted By: Michael Knipstein, EMS**Department:** EMS**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action on the service agreement with Stryker Sales Corporation for EMS Equipment and Williamson County and authorizing the execution of the agreement.

Background

This is a comprehensive service agreement with Stryker for additional EMS power load devices, and stair chairs. It includes parts, labor, travel, one (1) annual preventive maintenance inspection, and unscheduled service in the event of breakage. Agreement has been reviewed by WilCo legal, purchasing, and audit.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

ProCare Agreement

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Michael Knipstein

Final Approval Date: 06/20/2022

Reviewed By

Becky Pruitt

Date

06/20/2022 10:52 AM

Started On: 06/20/2022 07:43 AM

Sales Rep Name: Heidi McGregor
ProCare Service Rep: Chris Valencia

3800 E. Centre Ave
Portage, MI 49009

Date: 6/13/2022
ID #: 220613090636

PROCARE PROPOSAL SUBMITTED TO:

Billing Acc Num: 1188115
Shipping Acct Num: 1188115
Account Name: Williamson County EMS
Account Address: PO Box 873
City, State Zip: Georgetown, TX 78627

Name: Mike Knipstein
Title: Director
Phone: (512) 943-1224
Email: mknipstein@wilco.org

PROCARE COVERAGE

Item No.	Model Number	Model Description	ProCare Program	Qty	Yrs		Total
1	6390	Power-LOAD	EMS Prevent	3	1		\$5,556.00
2	6252	Stair Chair	EMS Prevent NB	5	1		\$253.00

PROGRAM INCLUDES:**EMS Prevent NB:**

- *Includes parts, labor, travel
- *Includes 1 annual PM inspection
- *Includes unscheduled service and product equipment checklists.
- *Replacement parts do not include mattresses, batteries, and other Disposable or expendable parts.

EMS Prevent:

- *Includes parts, labor, travel
- *Includes 1 annual PM inspection
- *Includes unscheduled service
- *Includes battery replacement
- *Includes product equipment checklists.
- *Replacement parts do not include mattresses, and other Disposable or expendable parts.

ProCare Total	\$5,809.00
Discount	20%
FINAL TOTAL	\$4,647.20

Start Date: 6/15/2022
End Date: 6/14/2023

Christopher L Valencia

June 17 2022

Stryker Signature

Date

Customer Signature

Date

The Terms and Conditions of this quote and any subsequent purchase order of the Customer are governed by the Terms and Conditions located at <https://techweb.stryker.com>

The terms and conditions referenced in the immediately preceding sentence do not apply where Customer and Stryker are parties to a Master Service Agreement.

Purchase Order Number

This is not an invoice. A physical invoice will be mailed.
Remit payment to: P.O. Box 93308 Chicago, IL 60673-3308

If contract is over \$5,000 please send hard copy PO

COMMENTS:

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

SERIAL NUMBER SHEET

Item No.	Model	Serial Number	Program
1	6390	2103012700054	EMS Prevent
2	6390	2102012700046	EMS Prevent
3	6390	2103012700007	EMS Prevent
4	6252	2204010000146	EMS Prevent NB
5	6252	2204010000147	EMS Prevent NB
6	6252	2204010000148	EMS Prevent NB
7	6252	2204010000149	EMS Prevent NB
8	6252	2204010000150	EMS Prevent NB

Commissioners Court - Regular Session**44.****Meeting Date:** 06/28/2022

Award of RFQ #22RFSQ86 Architecture Design for New Williamson County Headquarters Building PSA

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 awarding RFQ #22RFSQ86 Architecture Design for New Williamson County Headquarters Building with Marmon Mok in the amount of \$3,341,100, and authorizing the execution of the Professional Service Agreement (PSA). Funding source is P577.

Background

Williamson County sent out over two thousand eighty (2,080) notifications with one hundred sixty-four (164) document takers and sixteen (16) firms submitting statements of qualifications for professional Architectural/Engineering (also referred to herein as "A/E") Design services for the New Headquarters Building. The A/E firms were evaluated by an evaluation committee, and Marmon Mok was deemed as the highest rated firm with the weighted criteria and subsequent Interview/Presentations. The funding source is P577. Dale Butler is the department point of contact.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Wilco HQ Marmon Mok PSA1
Statement of Qualifications
Redacted Scoresheet

Form Review**Inbox**

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Johnny Grimaldo
Final Approval Date: 06/23/2022

Reviewed By

Joy Simonton
Becky Pruitt

Date

06/22/2022 09:21 PM
06/23/2022 08:30 AM
Started On: 06/15/2022 07:49 AM



AGREEMENT FOR DESIGN & ENGINEERING SERVICES

PROJECT: New Williamson County Headquarters Facility ("Project")

**ARCHITECT/
ENGINEER:** Marmon Mok, LP acting by and through its general partner
Marmon Mok Management Group, LLC ("A/E")
Briant A. Harkiewicz, AIA, LEED AP, Partner
1020 NE Loop 410, Suite 201
San Antonio, TX 78209

**COUNTY'S DESIGNATED
REPRESENTATIVE:** Williamson County Facilities Department
Director of Facilities
3101 SE Inner Loop
Leander / Georgetown, Texas 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, Texas** a political subdivision 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 construct a new headquarters building to house and facilitate core County leadership and administrative functions; 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), 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 PERFORMANCE

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 **Three Million, Three Hundred Forty-One Thousand, One Hundred Dollars (\$ 3,341,100)** hereinafter called the "Basic Fee".

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 of fees by phase of the Basic Fee as set forth in Exhibit B – Fee Schedule. 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 **Seventy-Two Thousand Dollars (\$ 72,000)**.

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 invoices of percentage completion.

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 by a negotiated Supplemental Agreement. County shall have no obligation to pay for such Additional Services which have been rendered without prior written authorization of County as hereinabove required.

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 Basic 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 and the compensation which is due for percentage completion of Basic Services.

On or about the last day of each calendar month during the performance of the Additional Services to be provided under **Article 7**, A/E shall submit to County working documents in any stage of completion to demonstrate incremental progress of Additional Services under an applicable Supplemental Agreement related thereto, and the compensation which is due for percentage completion of particular Additional Services.

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 or executed Supplemental Agreement. County's Designated Representative shall not have any authority to execute a Supplemental Agreement unless otherwise granted such authority by the Williamson County Commissioners Court.

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

Marmon Mok, LP acting by and through its general partner
Marmon Mok Management Group, LLC
Briant A. Harkiewicz, AIA, LEED AP, Partner
1020 NE Loop 410, Suite 201
San Antonio, TX 78209

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 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: Marmon Mok, LP acting by and through its general partner
Marmon Mok Management Group, LLC
1020 NE Loop 410, Suite 201
San Antonio, TX 78209

Attention: Briant A. Harkiewicz, AIA, LEED AP
Partner

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 and, when applicable, progress of Additional 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 and any applicable

Additional 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 and any applicable Additional 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 or any applicable Additional Services does not satisfy the terms of this Agreement, 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 and any applicable Additional 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 or preclude the attainment of Project Basic Services and any applicable Additional 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 or any applicable Supplemental Agreement.

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** and **Article 8**. 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. 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, 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.

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, books, documents, and papers which are directly pertinent to the services to be performed under this Agreement and records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the County Auditor for the purposes of making audits, examinations, excerpts and transcriptions. 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 detailed records, books, documents, and papers which are directly pertinent to the services to be performed under this Agreement and records of reimbursable costs and expenses of other providers 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 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, Appendix to this Agreement, 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, Appendix 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:

Marmon Mok, LP
acting by and through its general partner
Marmon Mok Management Group, LLC

COUNTY:

Williamson County, Texas

By: 

Signature

BRIANT A. HARKIEWICZ

Printed Name

PARTNER, ARCHITECT

Title

By: _____

Signature

Printed Name

Title

Date Signed: 23 JUNE 2022

Date Signed: _____

EXHIBIT A

SCOPE OF BASIC 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.

Referenced Documents. County standardized design and procedure documents are provided for public reference at the following web address:

<https://www.wilco.org/Departments/Facilities-Management/Documents>

SCOPE OF WORK:

New Wilco Headquarters Building
West Corner of SE Inner Loop and Southwestern Blvd., Georgetown, TX
P577

Design and deliver a new "headquarters" building to house the new Commissioners Court, County Judge's Office and supporting departments, as well as the public records branch of the County Clerk's Office and the central County Tax Office. Integrate the new facility into the existing County campus through an interconnected system of pathways safely separating bike, pedestrian, and vehicular traffic.

NOT IN SCOPE:

L-20 Gas Line Abandonment:

Atmos Energy has allocated funding to abandon the 6" pipeline that runs North starting at SE Inner Loop. The project is projected for 10/2022 – 03/2023.

Intra-Campus Connector Road:

Wilco plans to fund and construct (through a separate Road Bond Program) an extension of Tracy Chambers Ln. to Southwestern Blvd. to provide secondary vehicular access to the new HQ site.

Road & Intersection Development:

All traffic studies, road and intersection development, design and construction will be managed and funded outside of this project for the new entrances/ intersections on SE Inner Loop and Southwestern Blvd. to access the new building site.

Site utilities:

Existing Sewer line and manhole on Wilco campus lies to the west of the proposed site; tie-in should be possible without installing mainline extensions, etc.

Existing City of Georgetown water line is along Southwestern Blvd. on the Wilco campus side of the road. The new residential subdivision on the east side of Southwestern Blvd has recently tapped into this line. Assuming the capacity to supply our building is sufficient, we may not need to extend any city line to reach the site.

Existing Wilco fiber runs adjacent to this site along SE Inner Loop and is available for a tap.

Existing City of Georgetown electrical line capacity on the SE Inner Loop powerlines has not been verified, but tie-ins to these lines have occurred previously on this campus.

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 0 - PRE-DESIGN - Program, Master Plan, Reports & Studies

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

- A. Investigate site/ facilities/ user-groups to develop scope for project
- B. Perform surveys and studies to assess proposed building site and make recommendations
- C. Provide copies of all documents, reports, and studies in accordance with County's Design Submittal Guidelines.

Phase I - SCHEMATIC DESIGN - Plans, Outline Specifications and Estimate

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

- A. Investigate site/facility and verify known existing or available utility locations.
- B. Review International Building Code (IBC), ASHRAE 90.1, ASHRAE 62.1, International Mechanical Code (IMC), National Electric Code (NEC), International Energy Conservation Code (IECC), and any other applicable codes and ordinances.
- C. Advise County of any changes, additions, or corrections to the preliminary program, plans, specifications, and budget.
- D. Provide deliverables in accordance with County's Design Submittal Guidelines.

Phase II - DESIGN DEVELOPMENT – Plans, Specifications and Estimate

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

- A. Consult freely with County concerning the principal phases of the work and immediately advise County of any unusual requirements or features not apparent during execution of the Schematic Design Phase.
- B. Develop plans and specifications, which indicate materials, construction methods and buildings systems. These building systems may include (but are not limited to) structural, mechanical, plumbing, and electrical.
- C. Prepare a Design Development level cost estimate in a form acceptable to County.
- D. Submit Plans, Specifications, and all other required documentation for Site Development Permit application for the project with the local jurisdiction having review authority. Notify County's PM of any required submittal fees to be paid by County.
- E. Provide deliverables in accordance with County's Design Submittal Guidelines.

Phase III - CONSTRUCTION DOCUMENTS – Plans, Specifications, and Estimate

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

- A. Prepare complete plans, specifications and engineering calculations (without professional seals) setting forth in detail the work required for the architectural, structural, civil, mechanical, plumbing, electrical, landscaping and irrigation, and site work.
- B. Consult freely with County concerning the principal phases of the work immediately advise County of any unusual requirements or features not apparent during execution of the Schematic Design and Design Development Phases.
- C. Prepare a detailed cost estimate of the project on a form acceptable to County.
- D. Prepare a construction schedule with a Gantt chart or other County approved format which lists the anticipated major activities required to complete the project.
- E. Complete the PS&E for the entire Project and its component parts. The Project detailed cost estimate shall not exceed the project construction budget as approved in writing by County.
- F. Provide deliverables in accordance with County's Design Submittal Guidelines.

Phase IV – REGULATORY REVIEW AND PERMITS - Plans, Specifications, and Permits:

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

- A. When applicable, register the project with the Texas Department of Licensing and Regulation (TDLR) and obtain an EABPRJ number for inclusion on the project coversheet prior to Permit application submittal to the local jurisdiction having review authority. Register as the Owner's Designated Agent for further correspondence with TDLR and Registered Accessibility Specialist (RAS).
- B. Participate in any Pre-submittal Meetings required by local jurisdiction prior to Permit application submittal.
- C. Submit Plans, Specifications, and all other required documentation for construction Permit application for the project with the local jurisdiction having review authority. Notify County's PM of any required submittal fees to be paid by County.
- D. Submit Construction Documents and Specifications to the Registered Accessibility Specialist (RAS) approved by County for Architectural Barriers plan review.
- E. Receive and respond to permitting comments by the local jurisdiction having review authority.
- F. Revise plans and specifications as necessary to conform to permitting, accessibility, and budget requirements without additional charge to County.
- G. Provide deliverables in accordance with County's Design Submittal Guidelines.

Phase V – CONSTRUCTION CONTRACT BIDDING, AWARD, AND EXECUTION

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

- A. Participate in a Pre-bid Meeting, answer RFI's from Contractors and suppliers, and prepare addenda items as required.
- B. Provide deliverables in accordance with County's Design Submittal Guidelines.

Phase VI - CONSTRUCTION ADMINISTRATION - Project Observation and Inspection:

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

- A. Provide general administration and be County's representative during the construction of the project. Advise, consult, and issue County's instructions to Contractor in writing with copies furnished to all parties. Prepare change orders and supplementary drawings.
- B. Conduct and oversee pre-construction meeting.
- C. Process/ respond to Requests for Information, Change Proposals, Change Orders, Change Directives.
- D. Review/ approve shop drawings, submittals, samples and mock-ups. Submit copies of each shop drawing and submittal of materials and equipment to County.
- E. Conduct and oversee bi-weekly progress meetings.
- F. Conduct site visits with personnel technically qualified by education and experience to competently observe relevant aspects of construction. Make necessary observations to determine if workmanship and quality of materials generally conform to the plans and specifications, and that provisions of the contract are complied with.
- G. Reject work performed by Contractor which does not meet the requirements of the Construction Documents; and, order removal and replacement of such work.
- H. Review progress estimates of work performed and invoiced by Contractor. Within **three (3) business days** of receipt, submit written reviews to County.
- I. Coordinate Texas Accessibility Standards (TAS) Inspection to be concurrent with Substantial Completion Inspection.
- J. Accompany County on Substantial Completion Inspection with appropriate staff and affiliates. Prepare a punch list of items needing correction. After Contractor has performed the required corrections, notify County in writing that the contract has been performed in general conformance with the plans and specifications and is ready for Final Inspection.
- K. Provide deliverables in accordance with County's Design Submittal Guidelines.

Phase VII – PROJECT CLOSE-OUT – Final Inspection and Document Review:

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

- A. Accompany County on Final Inspection to determine if construction has been completed in general accordance with the Contract Documents.
- B. Review warranties, guarantees, bonds, equipment operating instructions, and similar deliverables to verify receipt, and general conformance to requirements of the Contract.
- C. After determining that the general requirements of the Plans and Specifications have been met, certify and approve Contractor's Final Application for Payment.
- D. Upon completion of construction and prior to the request for final payment, make changes in the original REVIT or model CAD files of the Project to show changes made and noted by Contractor of the work and final location of the mechanical service lines and outlets including outside utilities. Develop project Record Construction Drawings and Specifications.
- E. Provide deliverables in accordance with County's Design Submittal Guidelines.

EXHIBIT B

FEE SCHEDULE

This schedule indicates fees by Phase of the Basic Fee:

\$ 3,341,100	100%
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1%	Tree & Topographic Surveys	\$ 29,830	
0%	Flood Study	\$ 15,000	
1%	Geotechnical/ Geologic Assessment	\$ 22,485	
1%	Site Master Planning	\$ 39,500	
2%	Programming	\$ 80,000	
52%	Architecture & Interiors	\$ 1,724,252	
8%	Structural Engineering	\$ 252,000	
8%	Civil Engineering	\$ 260,000	
11%	MEP Engineering	\$ 372,800	
4%	Landscape Architecture	\$ 140,751	
3%	AV, IT, Security Design	\$ 91,000	
4%	Fire Protection Design	\$ 138,512	
4%	FF&E Services	\$ 126,000	
1%	Cost Estimating	\$ 48,970	
Phase 0 - PRE-DESIGN		\$ 186,815	6%
	Tree & Topographic Surveys	\$ 29,830	
	Flood Study	\$ 15,000	
	Geotechnical/ Geologic Assessment	\$ 22,485	
	Site Master Planning	\$ 39,500	
	Programming	\$ 80,000	
Phase I - SCHEMATIC DESIGN		\$ 312,396	9%
	Architecture & Interiors	\$ 172,425	
	Structural Engineering	\$ 25,200	
	Civil Engineering	\$ 26,000	
	MEP Engineering	\$ 37,280	
	Landscape Architecture	\$ 14,075	
	AV, IT, Security Design	\$ 9,100	
	Fire Protection Design	\$ 13,851	

FF&E Services	\$	-	
Cost Estimating	\$	14,465	
Phase II - DESIGN DEVELOPMENT	\$	651,802	20%
Architecture & Interiors	\$	344,850	
Structural Engineering	\$	50,400	
Civil Engineering	\$	52,000	
MEP Engineering	\$	74,560	
Landscape Architecture	\$	28,150	
AV, IT, Security Design	\$	18,200	
Fire Protection Design	\$	27,702	
FF&E Services	\$	37,800	
Cost Estimating	\$	18,140	
Phase III - CONSTRUCTION DOCUMENTS	\$	1,109,524	33%
Architecture & Interiors	\$	603,488	
Structural Engineering	\$	88,200	
Civil Engineering	\$	91,000	
MEP Engineering	\$	130,480	
Landscape Architecture	\$	49,262	
AV, IT, Security Design	\$	31,850	
Fire Protection Design	\$	48,479	
FF&E Services	\$	50,400	
Cost Estimating	\$	16,365	
Phase IV - REGULATORY REVIEW AND PERMITS	\$	148,967	4%
Architecture & Interiors	\$	86,213	
Structural Engineering	\$	12,600	
Civil Engineering	\$	13,000	
MEP Engineering	\$	18,640	
Landscape Architecture	\$	7,038	
AV, IT, Security Design	\$	4,550	
Fire Protection Design	\$	6,926	
FF&E Services	\$	-	
Cost Estimating	\$	-	

Phase V - BIDDING, AWARD, AND EXECUTION	\$ 155,267	5%
Architecture & Interiors	\$ 86,213	
Structural Engineering	\$ 12,600	
Civil Engineering	\$ 13,000	
MEP Engineering	\$ 18,640	
Landscape Architecture	\$ 7,038	
AV, IT, Security Design	\$ 4,550	
Fire Protection Design	\$ 6,926	
FF&E Services	\$ 6,300	
Cost Estimating	\$ -	
Phase VI - CONSTRUCTION ADMINISTRATION	\$ 621,062	19%
Architecture & Interiors	\$ 344,850	
Structural Engineering	\$ 50,400	
Civil Engineering	\$ 52,000	
MEP Engineering	\$ 74,560	
Landscape Architecture	\$ 28,150	
AV, IT, Security Design	\$ 18,200	
Fire Protection Design	\$ 27,702	
FF&E Services	\$ 25,200	
Cost Estimating	\$ -	
Phase VII - PROJECT CLOSE-OUT	\$ 155,267	5%
Architecture & Interiors	\$ 86,213	
Structural Engineering	\$ 12,600	
Civil Engineering	\$ 13,000	
MEP Engineering	\$ 18,640	
Landscape Architecture	\$ 7,038	
AV, IT, Security Design	\$ 4,550	
Fire Protection Design	\$ 6,926	
FF&E Services	\$ 6,300	
Cost Estimating	\$ -	

EXHIBIT C

PRODUCTION SCHEDULE

A/E agrees to complete the professional design services called for in **Exhibit A** of this Agreement within **One Thousand, Ninety-Five (1095) 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	06/28/22
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Phase 0 - PRE-DESIGN

Reports, Studies, Planning, & Programming deliverables	08/19/22
County written authorization to proceed to next phase	09/02/22

Phase I - SCHEMATIC DESIGN

Plans, Specifications and Estimate deliverables	11/18/22
County written authorization to proceed to next phase	12/02/22

Phase II - DESIGN DEVELOPMENT

Plans, Specifications and Estimate deliverables	02/17/23
County written authorization to proceed to next phase	03/03/23

Phase III - CONSTRUCTION DOCUMENTS

Site Development Plans application submittal to City	03/10/23
Early Foundation Package	04/07/23
Early Frame/ Equipment Package	05/19/23
Plans, Specifications and Estimate deliverables	06/30/23
County written authorization to proceed to next phase	07/14/23

Phase IV - REGULATORY REVIEW AND PERMITS

Sealed Plans and Specifications and Estimate deliverables to County	07/21/23
Guaranteed Maximum Price 1 (GMP 1) Approval by Commissioners	07/25/23
Plans submittal to TDLR and Permit application submittal to City	07/28/23
Construction Permits received from City	09/01/23

Phase V - BIDDING, AWARD, AND EXECUTION

Permitted Plans and Specifications and Estimate deliverables to County	09/01/23
Guaranteed Maximum Price 2 (GMP 2) Approval by Commissioners	09/05/23

Phase VI - CONSTRUCTION ADMINISTRATION✱

Contractor Notice to Proceed	09/08/23
Construction Substantial Completion	12/27/24

Phase VII - PROJECT CLOSE-OUT

Record Documents deliverables	01/24/25
Agreement Termination Date	06/27/25

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. Have 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.

Marmon Mok, LP acting by and through its general partner
Marmon Mok Management Group, LLC



Signature of Certifying Official

BRIANT A. HARKIEWICZ

Printed Name of Certifying Official

PARTNER, ARCHITECT

Title of Certifying Official

23 JUNE 2022

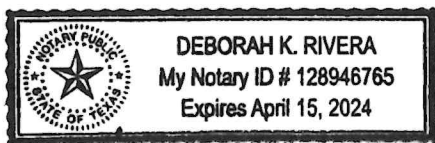
Date

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 Briant Harkiewicz
the Partner of Marmon Mok LLP on behalf of said firm.

Signatory Title Entity Name Signatory Name



Deborah K Rivera
Notary Public in and for the
State of Texas

My commission expires: April 15, 2024

EXHIBIT F
CERTIFICATES OF INSURANCE

A/E and Subconsultant Certificates of Insurance attached:

MarmonMok

ARCHITECTURE



**Statement of Qualifications for Professional A/E Services,
Williamson County Headquarters**
Williamson County Headquarters | RFQ 22RFSQ86
April 19, 2022 at 10:00 AM

April 19, 2022

% Bonfire Portal
Williamson County Purchasing Department
Attn: Williamson County Headquarters, RFQ 22RFSQ86
100 Wilco Way, Suite P101
Georgetown, Texas 78626

RE: Professional A/E Services, Williamson County Headquarters

Members of the Selection Committee:

We are excited about the opportunity to present our qualifications to design the Williamson County Headquarters. This will set the direction for Williamson County; providing modern, efficient office space, flexible technology, and amenities for your staff as you fulfill your mission to serve the needs of your citizens in one of the fastest growing counties in Texas.

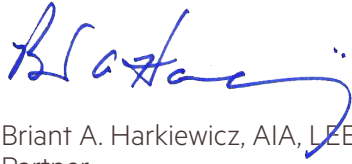
Marmon Mok understands the complexities of designing high-profile, public, and private headquarters buildings for multi-department organizations. As the enclosed statement of qualifications illustrates, we are highlighting:

- High-profile public and private headquarters on master planned sites.
- Major build-to-suite office buildings with parking focused on the owner's vision, employee experience, and stakeholder input.
- Projects that are good neighbors to historic districts, residential neighborhoods, and mixed-use developments
- Full capabilities for program development, site analysis and master plan, design, interior design, FF&E
- A proposed senior, experienced design team of architects, engineers and specialty consultants who are available to start your program upon selection.
- Experience and understanding of municipal utilities, stakeholders, and public engagement through our body of work with public entities including Bexar County; the Cities of Austin, Round Rock, and San Antonio; state agencies including the Texas Department of Transportation, and other institutional clients.
- Outstanding stewards of public funding. Over 95% of our work is for public-sector clients.
- Project leaders who are skilled in managing major project teams and work successfully with facility owners, public officials, user departments, city stakeholders, CMAR contractors, and owner selected consultants. This is our core business.
- A Texas practice with significant project experience serving public clients in Bexar County, City of New Braunfels, City of Austin, City of Round Rock, and City of El Paso.

For Marmon Mok the process and engagement with you, the client, is key to project success; we want that experience to be collaborative. Our goal is efficient, open communication, effective coordination, and public transparency. With you, we will build your program and explore your vision for a new, consolidated headquarters, and site so that all aspects of this program are thoughtful for Williamson County's near and long-term needs.

As project director I will provide hands-on project management supported by an experience senior design team. Our project manager, Art Mendoza, is a resident of Williamson County in Georgetown, Texas. Having worked with Art for many years in similar projects, he will bring his experience, dedication to service, and commitment to excellence to your project and its great success. We look forward to demonstrating our capabilities and approach further during the interview process. We encourage you to contact our references for confirmation of our qualifications and dedication to client service.

Sincerely,

A handwritten signature in blue ink, appearing to read "B. Harkiewicz", with a stylized flourish at the end.

Briant A. Harkiewicz, AIA, LEED AP
Partner

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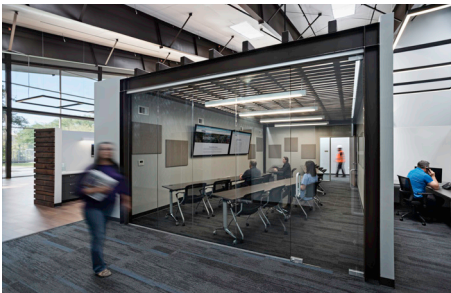
Company Information

Highlighting Marmon Mok's proven expertise with similar build-to-suit office buildings, workplace transformation, and brand identity.

28

Methodology & Process

In-depth look at Marmon Mok's process to help achieve Williamson County's goals and deliver the project successfully.



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Project Manager & Key Personnel

Proposed group of experts providing diverse knowledge and ideas to Williamson County to help achieve your goals.

"What set Marmon Mok Architecture apart from their architectural competitors was the thoughtful and inclusive approach towards their design, which inspired a community within the community of TxDOT. The design team and leadership for the project was continuously engaged throughout all stages of design, working in partnership with our organization as proven through successful design development, efficient construction documents creation and current construction administration activities."

**Robin E. Cappello, Director and
Briant Sweat, Lead Architect**
Facilities Modernization/Facilities Planning &
Management - Texas Department of Transportation
TxDOT Stassney Campus

I. Company Information

Marmon Mok is a leading architectural, planning, and interior design practice in Texas serving primarily public-sector and institutional clients throughout the state. We are a well-recognized firm with over 100 community and professional awards including the Texas Society of Architects "Firm of the Year," State of Texas, 50-year Texas Business Award; Urban Land Institute Global Award of Excellence; and The University of Texas Outstanding HUB Award over the past 10 years, as examples. **Established in San Antonio and working throughout the State of Texas, Marmon Mok has a growing practice in Austin that mirrors the City's expansive growth. We are currently completing construction administration for the Texas Department of Transportation (TxDOT), Stassney Campus, consolidating TxDOT Administration from six locations, including Camp Hubbard, to one location creating a collaborative working environment for the next generation of TxDOT's 1,600 employees in Austin. In addition, Marmon Mok has completed design for TxDOT's Facility off FM 973 to house Fleet Operations, also relocating from Camp Hubbard. We are also engaged working on three design contracts for the City of Austin leading to extensive community engagement with numerous Austin neighborhoods, stakeholders, and regulatory agencies.**

The firm is led by six partners who specialize in design for civic, office workplace, healthcare, recreation/sports, education, and non-profit clients. They are supported by an experienced core of Principals, senior project managers, designers, and technical specialists who have worked together successfully on major building programs. **Our architecture and interior design practice excel in office workplace trends and customized strategies with a focus on workplace transformation, team culture, and healthy user experience. A constant thread of this work is recognizing the workplace transition rapidly occurring.** Retirement of long-serving work force and recruitment of new employees in a highly competitive market. Having designed numerous office buildings, parking garages and new workplaces over the past 10 years we will work with you to design a unified Williamson County Headquarters to improve employee collaboration, wellness, recruitment, retention, and operational efficiency to serve the public.

Throughout our 69-year history, our firm's values have maintained resolute with dedication to excellence in design quality, stewardship of public funds, exemplary service to our public clients and dedication to team and owner success. We approach each day with a focus of how we will serve the client well. **Design. Done.**

61

Employees

26

Registered Architects

9

Registered Interior Designers

Design Philosophy

Marmon Mok's design philosophy is centered on a belief that design excellence is achieved by honoring the unique programmatic and contextual aspects of a place, and ultimately providing an environment that positively supports its users and community. In developing architectural solutions, we go beyond the physical design, working to integrate the specific goals of our clients. Our best work results from a design approach that is collaborative and involves a rich dialogue with owners, the building team and project leadership.



Marmon Mok is completing construction administration for the new TxDOT Stassney Campus in Austin, consolidating 1,600 employees on the campus.



TxDOT Stassney Campus Employee Dining Room

Ownership Information

Marmon Mok is a limited liability partnership owned by six partners with offices in San Antonio and Austin, Texas.

Physical/Mailing Address/iv. Office Locations

San Antonio

1020 NE Loop 410, Suite 201
San Antonio, Texas 78209

Austin

900 E 6th Street, Suite 105,
Austin, TX 78702



Primary Contact

Briant Harkiewicz AIA, RID,
LEED AP
Project Director
210-270-2243 direct number
210-413-4184 mobile
brianth@marmonmok.com

Texas Board of Architectural Examiners (TBAE) Number

No. BR 494

Serving Public and Institutional Clients

Like other public clients we've worked with, we understand Williamson County is working to expand and restructure its public-centered service approach to meet the demand for services expeditiously, responsibly, and efficiently. The Texas Department of Transportation (TxDOT), New Braunfels Utilities, Bexar County, the City of San Antonio, and the San Antonio Water System (SAWS) have recently undertaken significant capital projects to consolidate employees and transform workplace environments. These institutions entrusted Marmon Mok with the design and planning for these initiatives to better serve the public. **Having worked for these and other public clients, we want to work with you collaboratively to help fulfill your goals for this project.**

An example is our work with Bexar County Facilities Maintenance as a client. Bexar County Public Works (BCPW) administration was located in a hard-to-access city center location with separate offices in other locations. Working with a more accessible site, Marmon Mok, through thoughtful program analysis and site master-planning, reassessed the operational approach with BCPW leadership to develop a new approach to a **collaborative and inclusive work environment**. The resulting facility better serves the needs of the public and the nearly 100 engineers, technicians, clerks, and staff who work there each day for the betterment of Bexar County. We continue to serve this client well as we plan a new Workforce Training Center for Bexar County Economic Development, a customer of Bexar County Facilities Maintenance.

These are recent examples of design and planning for public service industries serving our growing Texas communities. We've found the following items to be paramount when assisting clients finding their identity:

- **Sound stewardship of public funds** and resources is essential and our utmost priority.
- **Good design does not mean extravagance.** Good design results in thoughtful organization of space, adherence to intended purpose, and beauty in form that is responsive to its environment.
- Responsible design is **sustainable design**. We have considerable experience in the practical application of sustainable design principles.
- Acknowledging the need to be **responsible in planning and design**, we will provide facility planning that is respectful of the local climate; and utilizes materials and systems as an investment in longevity of service, efficiency in operation, and maintainable with the available local resources.

- **Collaboration is critical** to the lasting success of the facility, its occupants, and the people it serves.
- Good design yields workplaces that are effective in fostering a **cooperative, collaborative, and connected work community**.

We understand we are designing not only for Williamson County's needs of today, but **laying a foundation for the projected needs of the future**. We understand we are creating a space for a public agency to continue to flourish and succeed. We feel this understanding, coupled with our extensive experience, uniquely positions Marmon Mok to work on your project.

Office Directly Supporting the Project

Marmon Mok personnel from the San Antonio and Austin offices will have direct responsibility for this project during all phases. This approach provides the key project team members who have worked together successfully for many years in these same roles.

Edgar Farrera, Partner, leads the Austin office for Marmon Mok. Edgar, in his project role, will work together with Briant, and Williamson County establishing project strategy, and leading planning and design. Art Mendoza as Project Manager will work with Williamson County directing the execution of the work. Marmon Mok's other key personnel are located in San Antonio, just a short drive to the project location. Currently, our staff is attending design and construction site meetings through Microsoft Teams or in person, if permitted by the Owner. Marmon Mok has been working in Austin for



the past 50 years. Our Austin office is used as a resource for our staff and clients providing adequate space for Austin based staff, as well as San Antonio staff.

Responsive Service

From the kick-off meeting through project close-out, Marmon Mok will maintain clear, open, and constant communication with the project team, consultants, and Williamson County design professionals and construction staff.

We know every decision can have an impact on the comfort, utility, and functionality of each space. Marmon Mok understands this confluence and knows the success of the project can hinge upon communication and coordination between the design team and our client. The Marmon Mok team believes this collaborative environment must be nurtured early and often. To maintain strong collaboration throughout the life of a project, we adhere to policies of open evaluation, frequent communication, and effective project meetings.

Our project manager, Art Mendoza, will document all ideas discussed in the meetings along with decisions made and pending issues. Each discipline design leader gives a presentation on their recommended system or design, why it is recommended, and how it will be integrated. We ensure the entire team understands all facets of the project.

This process includes:

- Stakeholder input at three-week meetings and interim Teams Meeting
- Visible documentation of ideas with Bluebeam notation on presentations
- Discussed opinions documented by interactive visualization with Enscape & BIM
- Constituent voting on ideas to move forward and document decisions with meeting minutes posted on cloud-based project folders along with presentation materials

Award Recognition

Marmon Mok has been recognized with over 100 professional, civic and client awards, including the 2016 AIA Mayor's Choice Award, AIA Honor Award and Urban Land Institute Global Award for Excellence for the Tobin Center for the Performing Arts; the San Antonio Business Journal "Top Office Development" for the One Frost Corporate Campus; and the 2017 Diversity Award from the Hispanic Contractor's Association for the firm's commitment to mentorship and small business outreach.

- Visualization technology utilized in workshops, planning charrettes, and constituent surveys

To fully understand operational, individual, and functional needs, Marmon Mok will assist Williamson County in identifying stakeholder groups and reaching out to each group for their input. The final product of surveys, meetings, workshops, and ultimately the design will be reviewed by the Owner and communicated electronically on our FTP website, or on an electronic platform of the owner's choice, or through Go-To-Meeting.

EXPERIENCE PROVIDING SIMILAR SERVICES

A majority of Marmon Mok's work is focused in the public market sector. After almost seven decades in business, our knowledge of public building fundamentals and processes is unmatched. Based on the anticipated services that are specified in the RFQ, Marmon Mok has provided representative project examples. Additionally, the table below provides a snapshot of what each of those examples, as well as additional project sheets of current and past project examples, included as part of their scope.

Relevant Experience	Design Of				Incorporation of Passive Design Strategies in Office Building	Achieving High Indoor Air Quality	Facilitating Circulation b/t Indoor & Outdoor	Utilization of Life Cycle Cost Analysis Software & Design Option Comparison Tools	Large Urban Site or Campus Planning
	Mid-Rise Facilities	Public Owned Facilities	High Performance, resource Conserving Facilities	Adaptable Structures & Easily Reconfigured Interior Spaces					
Bexar County Public Works Mission Reach Office Building	•	•	•	•	•	•	•	•	•
Frost Bank Corporate Headquarters	•			•	•	•	•	•	•
TxDOT Stassney Office Building & Campus	•	•	•	•	•	•	•	•	•
Texas Organ Sharing Alliance Office Building			•	•	•	•	•	•	
City of San Antonio Service Centers		•	•	•	•	•	•		•
One Frost Operations Center and Parking Garage	•		•	•	•	•		•	•
New Braunfels Utility Headquarter Campus	•	•	•	•	•	•	•	•	•
Frost Regional Headquarters Renovation - Austin & Ft. Worth	•			•					•
City of Austin Dove Springs Community Clinic		•	•		•	•		•	•
City of San Antonio Henry B. Gonzalez Convention Center Renovation & Expansion	•	•	•	•		•	•	•	•
Euro-NATO Joint Pilot Training Squadron Operations Building at Sheppard AFB	•	•	•	•	•	•	•	•	•
City of Austin Palmer Auditorium Renovation		•	•			•	•	•	
City of Austin Givens District and Colony Park District Pools		•	•			•	•		•
City of Austin Resource Center for the Homeless Renovation		•	•			•	•	•	
Bexar County Workforce Training Center		•	•	•		•	•	•	•

CONSULTANT RELEVANT EXPERIENCE

Coleman & Associates, our team's landscape architectural firm has worked with Marmon Mok on several projects, including TxDOT Stassney Campus, City of Austin Aquatic projects, and Tobin Center for the Performing Arts, just to name a few.

COMBS Consulting Group, started working with Marmon Mok more than 10 years ago, and have now worked on over 40 projects together providing AV/IT and security design and implementation.

Datum Engineers is a reputable, 80 year old structural engineering firm currently working with Marmon Mok on two projects in Austin, including the TxDOT Stassney Campus and the Dove Springs Public Health Facility. In San Antonio, they worked with Marmon Mok on the UT Health Dental and Nursing School renovations, UT Health MARC Plaza Renovations, and the new Wursthof building in New Braunfels.

FPCG has provided innovative fire protection engineering and consulting on numerous project types working with Marmon Mok since 2014.

Working With Subconsultants

Consultants are an integral part in the design process from beginning to end. From conceptual drawings to project close-out, we work together closely. The consultants play a critical role in the process and ultimately, in the long-term success of the building. Our team recognizes and values that essential contribution. The consultants chosen strengthen our team's capabilities and resources.



TxDOT Stassney Campus Walking Trail

Hagood Engineering Associates, Inc. services encompass a broad range of civil engineering disciplines. Mr. Hagood has maintained a firm in Round Rock for over 30 years. Our highly qualified personnel are experienced in working directly with regulatory agencies in the communities we serve. We safely guide our clients through a cost effective and expeditious project. At Hagood Engineering Associates we are experienced in working with Architects, Developers, construction professionals and Cities in business development activities by creating an environment of collaboration and mutual success. Our focus on the client's specific objectives, familiarity with regulatory people and processes, and emphasis on attention to detail ensure projects complete on time and within budget.

Cleary Zimmermann Engineers leadership has a rich 30-year heritage of engineering experience as the former Engineering Division of Marmon Mok. After a major re-organization of Marmon Mok in early 2006, Wade Cleary and Danny Zimmermann re-emerged with the same core group of engineers under a new entity, Cleary Zimmermann Engineers. The two entities continue to work together extensively, and have worked together on the substantial projects such as, New Braunfels Utilities Office Building, City of Kyle Public Works Facility, Bexar County Public Works Building, & many more.



TxDOT Stassney Campus Office Building



Public Works Mission Reach Office Building

Bexar County Public Works

The 35,000 SF Public Works Office Building is located on a 3.6 acre site, south of the downtown area, and is a prominent location on the San Antonio Mission Reach extension.

The office building houses nine departments with approximately 103 employees (78 current and future plus 25 current and future benching). A large public meeting room for 70 people is set on the north side of the lobby. The public areas including a lobby, board room, public toilets, reception desk and plan drop are centrally located in the building on the first floor. These areas will have access to a panoramic river and city view as visitors and users are pulled through the space. Access from this interior public space to an elevated outdoor central patio will provide an opportunity for social gatherings, special events and hospitality. The remaining portions of the building will be secured for employee and Bexar County personnel only. The private work areas flank the public lobby on both the first and second floors to the east and west. The variety of views provided by the orientation of these wings will boast city and river views to the north and northeast and nicely landscaped views to the south and southwest of the property. The executive suite located on the second floor, west of the public lobby, will have a panoramic 180° view of the Concepcion Creek, City of San Antonio, and San Antonio River. It is this elevated perch that will be the visible and iconic “Lantern” on the river announcing the Bexar County presence. A centrally located conferencing center overlooking the lobby and connecting the private work areas on the second floor borrows exterior views to the river and landscaped views to the southwest of the site.

Relevant Features

Urban, Tight Site	Department Consolidation	Workplace Transformation
Employee Amenities	Technology and Security	Captured Client Identity
Use of Local Materials	Flexible	High Performance Building
Daylighting	Environmentally Sensitive Site	Public Engagement

Location

San Antonio, TX

Project Size

35,000 SF

Building Use

Office Building

Construction Type | Delivery Method

New Construction | CMAR

Respondent's Role

Prime Firm, Complete A/E Services

Contract Cost | Budget Compliance

\$16.1 million | Designed and built within budget

Key Personnel | Consultants

Briant Harkiewicz, Project Director | Mary Bartlett, Programming/Interior Design | Fernando Flores, Project Manager | Angel Garcia, Project Designer | Art Mendoza, Project Architect | Jennifer Gilbert, Interior Designer

Drash Consultants, Archaeological/Geo-technical | Jones | Carter, Civil Engineer | MOCA Systems, Cost Estimating | Rialto Studio, Landscape Architect | Cleary Zimmermann, MEP Engineer | Alpha Consulting Engineers, Jensen Hughes, Structural Engineers

Owner Information

Dan Curry, Facilities Management Director, 210.335.6735, dcurry@bexar.org





TxDOT Stassney Office Building & Campus

Texas Department of Transportation

The office building and campus consolidates 36 divisions of the Headquarters Administration in a single location from multiple locations across the Austin metropolitan area. Encompassing over 425,000 sf and supporting almost 1,600 employees, the building design responds to the needs of the workplace by providing a highly flexible open floor plate design that maximizes opportunity for team collaboration and alternate workspace environment. Confronting challenges with employee recruitment and retention, TxDOT leadership challenged the project team to design a building that honors and respects the contribution of the TxDOT workforce to the people of Texas through the planning, execution, and management of transportation systems across the State.

The design solution emphasizes themes of transportation and celebrates the diversity of the people and regions throughout the State of Texas. While the open and adaptable work place throughout the building are central to the design, workforce needs are met with a safe and secure campus environment; wellness opportunities including a fitness center, dedicated Nurse clinic, and a 49 acres campus preserving much of the natural environment and circumscribed with nearly 3 miles of trails; cafeteria and dining facilities including outdoor dining space; secure parking and bike lockers for secure storage of bicycles; access to public transportation. Accommodating the need for collaboration and meeting activity, the floor plan design incorporates multiple types of meeting space on each floor and features public meeting spaces and parking to accommodate the range of public engagement requirements of the departments mission segregated from employee workspace and activity for security and safety of the campus. The campus design also exceeds State Energy Code requirements with a highly efficient chilled water central plant supporting a chilled beam mechanical system.

Furniture selection and design further supports the workspace needs with a variety of types of workplaces. This “hoteling” arrangement accommodates a highly mobile and capable work force, enabling efficiency without sacrificing productivity.

Relevant Features

Lease-Space Consolidation	Workplace Transformation	Technology and Security
Focus on Employee Experience	Employee Amenities / Collaboration/ Outdoor Connectedness	Sustainable/Efficient Workplace

Location

Austin, TX

Project Size

49 acres | Office Building - 425,334 SF | Parking Garage - 1,581 spaces, 539,300 SF | Warehouse - 131,250 SF | Laboratory - 81,134 SF | CUP: 13,094 SF

Building Use

State Office Building

Construction Type | Delivery Method

New Construction | CMAR

Respondent's Role

Prime Firm, Programming, Site Planning, Complete A/E Services

Contract Cost | Budget Compliance

\$305M | Tracking on Budget

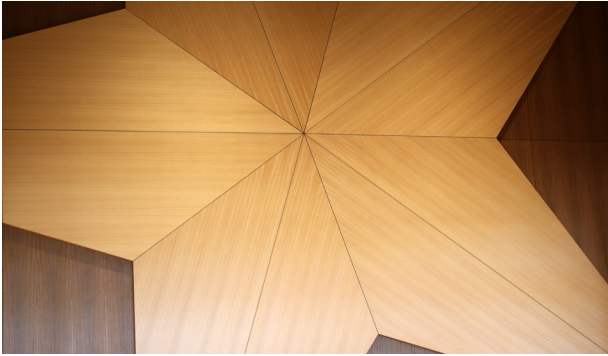
Key Personnel | Consultants

Briant Harkiewicz, PIC/Project Director | Denise Dart, PM | Mary Bartlett, Lead Workplace Transformation, Programming, Interior Architecture, FF&E | Angel Garcia, Design Principal | Larry Schmidt, Sr. Project Architect | Jennifer Gilbert, Interior Designer, FF&E | Fernando Flores, Project Architect | Howard Moreno, QA/QC | Laurie McKinney, CA

Datum, Structural Engineer | Shah Smith, MEP Engineer | Jones & Carter, Civil Engineer | Coleman & Associates, Landscape Architecture | RFD, Materials Testing Laboratory Design | Combs Consulting Group

Owner Information

Brian Sweat, TxDOT Project Manager, 512.416.3329, brian.sweat@txdot.gov





One Frost Operations Center & Parking Garage

Frost Bank

Frost Bank challenged the designers to create a distinctly new environment that would honor its employees, attract the best of a new generation, and represent their strong identity. A uniquely Texas financial institution; the tag-line “We’re From Here” inspired the designers to follow a Texas Modern aesthetic. Located in the scenic Hill Country setting in San Antonio, One Frost is a contrast of local materials, limestone and wood, balanced against a contemporary glass and metal structure. The courtyards of the building complement the formal front entry and a casual backyard; a comfortable place to relax on the back patio amid the native oaks and falling water.

Spacious open floor plates of the upper floors provide work space that is open and flexible to meet the needs of the dynamic and ever changing work place. The outer perimeter of each floor is dedicated to circulation to ensure the full height glass windows provide daylight and views to all. Nodes of “Huddles”, “Havens” and “Living Rooms” create opportunities for collaboration, by chance encounter or structured meeting, within a distinctly Texas casual setting.

Relevant Features

Employee Amenities / Experience	Workplace Transformation/ Employee Collaboration	Technology Integration / Security
Cast-In-Place / Post Tension Concrete Garage	Healthy Building Concepts	Sustainable Design
Central Operations Center Pedestrian Bridge	Flexibility	Climate Control Elevator

Location

San Antonio, TX

Project Size

450,000 SF - Office Building
8-Level / 1,400 Space - Parking Garage

Building Use

Office Building and Parking Garage

Construction Type | Delivery Method

New Construction | CMAR

Respondent's Role

Prime Firm, Complete A/E Services

Final Cost | Budget Compliance

\$154,625,807 | owner added scope to project during construction

Key Personnel | Consultants

Briant A. Harkiewicz, Project Manager
| Mary Bartlett, Interior Architecture |
Larry Schmidt, Project Architect | Jennifer
Gilbert, Interior Designer

Campbell & Assoc, Structural Engineering |
I.A. Naman, MEP Engineer | Pape-Dawson,
Civil Engineer | TBG, Landscape Architect
| AON, Life Safety | Schuler Schook, Light-
ing Consultant

Owner Information

Phil Green, CEO, Frost Bank,
210.220.4011





New Headquarters Campus

New Braunfels Utilities

The New Braunfels Utilities New Headquarters Campus consolidates the functions of the Main Plaza Offices and FM 306 Operations Facilities. It will include an Office Building, Warehouse Facility, Equipment Building and Vehicle Maintenance Facility. The 48-acre site will accommodate employee and visitor parking and include lobby and drive thru customer access. The Operations Yard will support various functions for the Water/Wastewater and Electrical Departments. The project will utilize strategies to reduce water and energy consumption.

Location
New Braunfels, TX

Project Size
125,000 SF

Building Use
90,000 SF - Office
10,000 SF - Warehouse
15,000 SF - Equipment Building.
12,000 SF - Maintenance Building

Construction Type | Delivery Method
New Construction | CMAR

Respondent's Role
Prime Firm, Site Planning, Programming, Complete A/E Services

Contract Cost | Budget Compliance
\$53 million | Tracking on budget

Key Personnel | Consultants
Briant Harkiewicz, Project Director | Cody McBrearty, PM | Angel Garcia, Design Principal | Mary Bartlett, Interior Architecture | Jennifer Gilbert, Interior Design | Fernando Flores, Project Architect

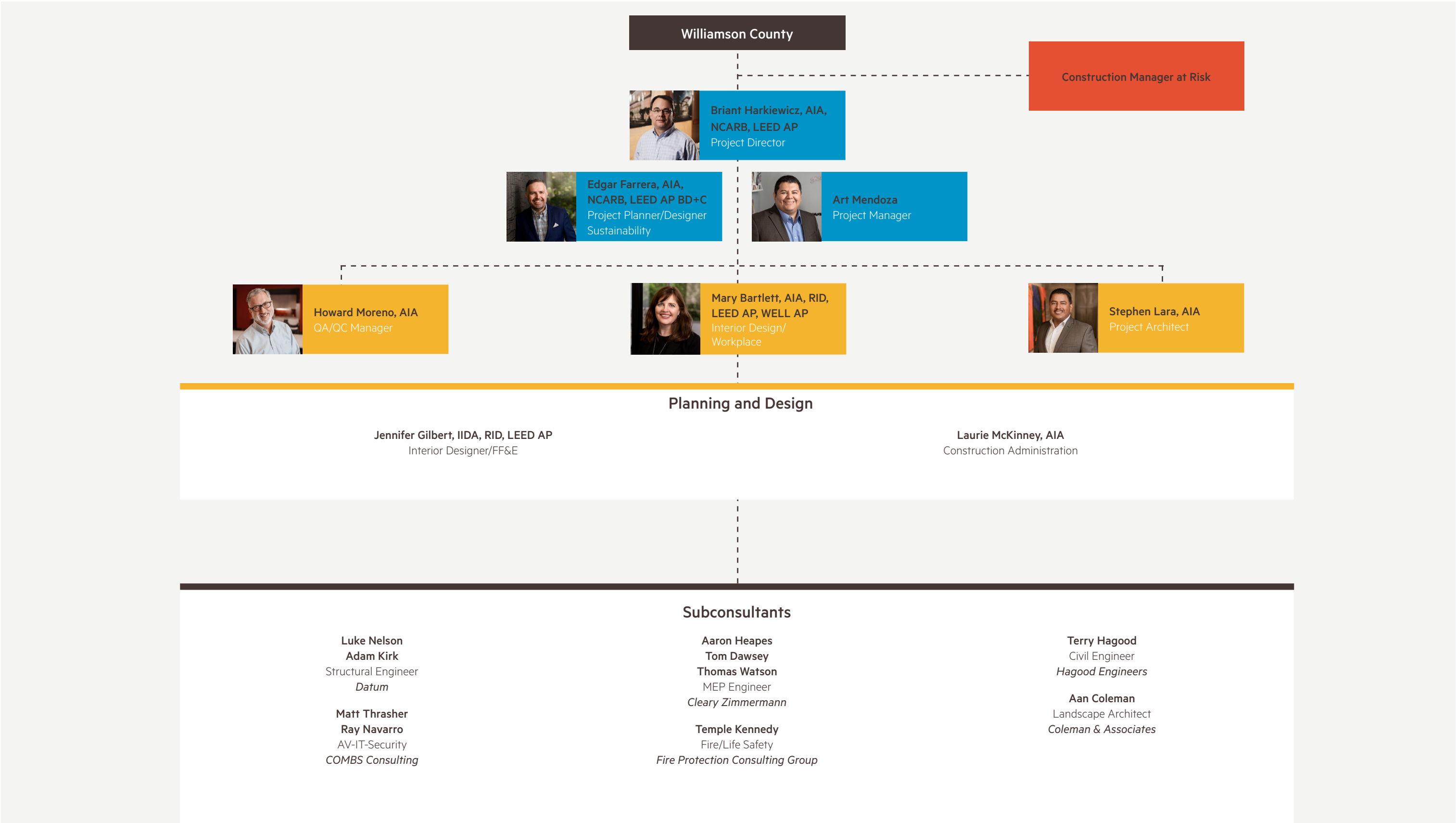
Cleary Zimmermann, MEP | Alpha, Structural | Combs Consulting, AV/IT | HMT, Civil | PCR, Cost Consultant | FPCG, Fire Protection | Raba Kistner, Geotechnical | Rialto, Landscape

Owner Information
Ryan Kelso, COO, 830.629.8400

Relevant Features		
New Public Agency Headquarters	Employee Workplace Transformation	Department Collaboration
Technology and Security	Sustainable Design	Flexible Open Workplace



II. Organization Chart



III. Proposed Methodology & Process

The method for realizing a successful project is both strategic and tactical. The strategic approach involves managing the overall process of the project plan through specific strategies while maintaining a primary focus on the owner's vision, goals, and priorities.

1 CONCEPT

Identify Scope, Stakeholders

Gather Project Data

Kick-off Meeting w/ Client

- Identify goals & objectives
- Program
- Schedule / Budget
- Sustainability

Develop Project Plan

- Schedule / Budget - Milestones
- Team Roles & Responsibilities
- Project Delivery Method
- Sustainability Goals
- BIM Goals

Visioning Session w/ Client

- Define Expectations
- Design Survey
- Sustainability Goals

Kick-off Meeting with Consultants to Communicate Expectations & Project Plan

Develop Site & Building Design Concepts

Sustainable Team Design Review of Concepts

Partner Concept Design Review

Consultant Concept Design Review

Concept Design Cost Validation

Owner Review & Approval

- Design & Budget
- Sign-Off

Internal QA/QC Review

2 SCHEMATIC DESIGN

Schematic Design Team Kick-Off Meeting

- Selected Design Option
- Schedule & Milestones
- Sustainability Checklist

Consultant Narrative (systems)

Determine Critical Building Materials & Design Details

Preliminary Code Review

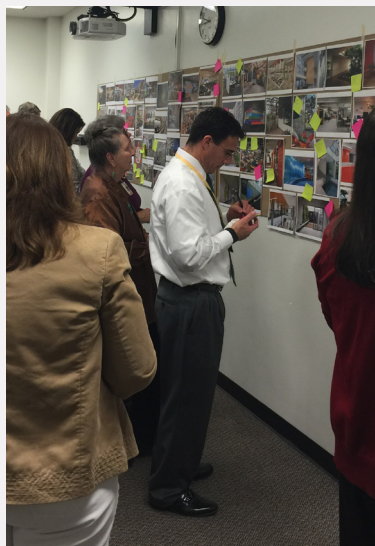
Reconcile Program, Design & Budget

Design Presentation & Outline Specifications

Partners Schematic Design Review

Owner SD Review & Approval
Design & Budget Sign-Off

Internal QA/QC Review



3 DESIGN DEVELOPMENT

Design Development

Team Kick-Off Meeting

- Validation of Design Intent / Details

User or Department Meetings
Program / Data Refinement

Code Review

Consultant Drawing & Spec Coordination

Team DD Design Review
Design / Sustainability / BIM

Partner DD Design Review

Validate Scope & Budget

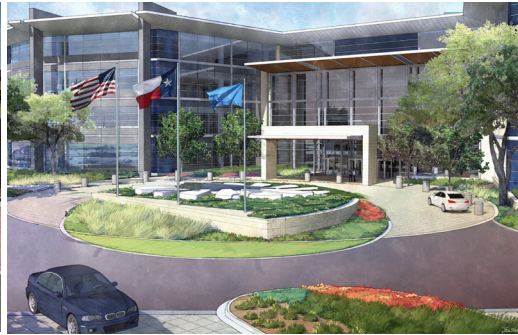
Internal QA/QC Review

Coordination of Project Team Documents & Cost Estimate

Finalize Building Materials, Finishes, Key Design Details & Completion of all Schedules

Owner DD Review & Approval
Design & Budget Finish Boards / Sign-Off





4 CONSTRUCTION DOCUMENTS

Construction Document

Team Kick-Off Meeting

- Specs & Drawings
- Schedule
- Budget
- Milestones
- Design Intent
- Sustainability

Project Team Consultant Coordination Meetings

50% QA/QC CD Review Including Sustainability

90% QA/ QC CD Review

Review by Redi-Check or Review by Team

Client CD Review & Approval Design & Budget

Submit CDs for Permit & ADA

Submit LEED Design Paperwork

QA/QC Review CD Documents with CD Staff

Market Project to Bidders



5 BIDDING

(Depending on Delivery Method)

Bid Advertising

Project Team Addendum Coordination

Pre-Bid Conference Define Design Intent

Bid Evaluation

Contractor Negotiation



6 CONSTRUCTION ADMINISTRATION

Pre-Construction Conference Meeting

- Schedule
- Visioning
- Expectations
- LEED
- Special Sub Construction Management
- Line of Communication
- BIM Model

Construction Meetings Maintain Communication Between Consultants / Team / Owner

Subcontractor Pre-Construction Meetings

- Mock-Up Reviews
- Special Meetings

Maintain Design Team Involvement

- Submittals
- Site Visits
- Mock-Ups

Close-Out Strategy Assign Fresh Eyes

QA/QC Closeout Review

Validation of Claims (Administration)



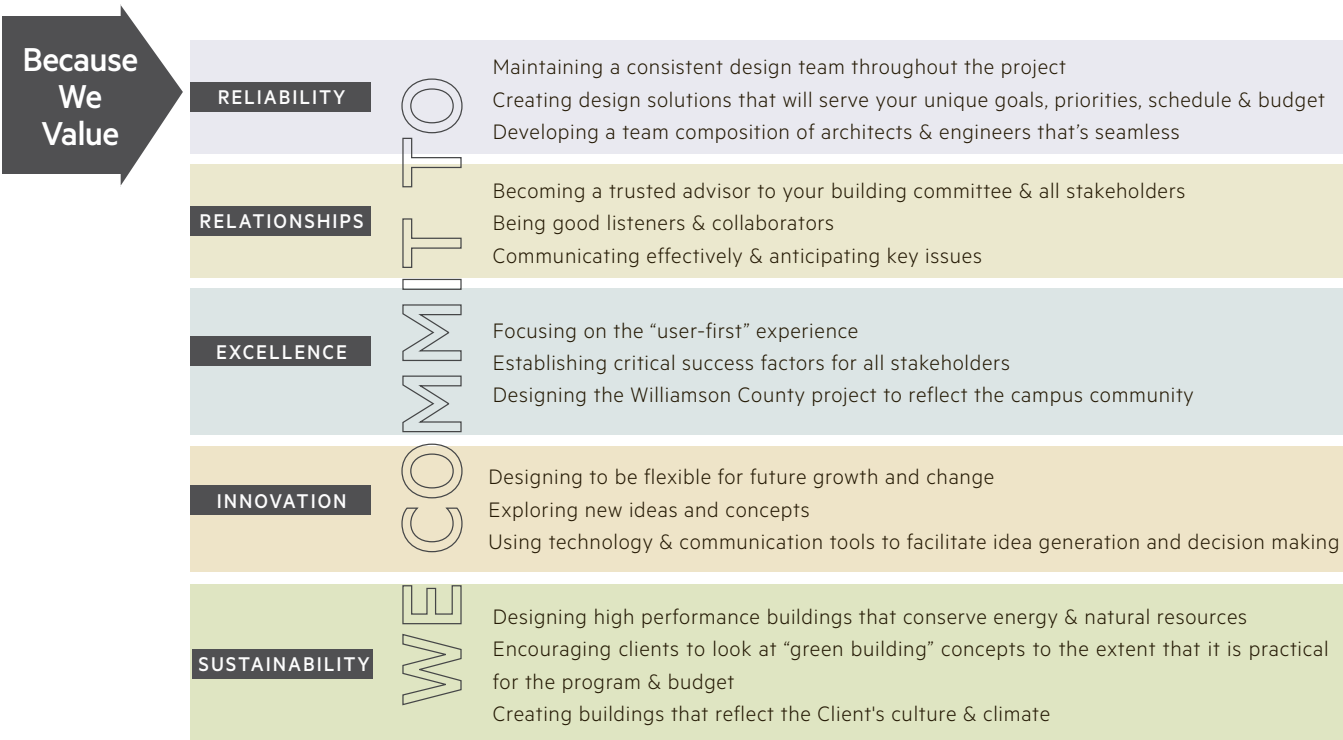
Our analysis and understanding of the project begins with a comprehensive understanding of your project goals. In these crucial first steps of the project, our paramount goal is to establish trust and confidence with our client that we will listen to them, seek to understand their vision and priorities, and rely on our expertise and experience to guide our team in embarking on a process that will result in a solution uniquely tailored to the culture and objectives of Williamson County.

- 1. Program Definition:** defining the overall programmatic structure of the organization; understanding the current organizational flow and how it may change to meet future operational needs. Validate staffing requirements and respective space needs for workplace and support. Define unique space requirements that support the organization operations and public interaction requirements to ensure high levels of customer service. Engage in discussions regarding organizational change management as appropriate and implement through succeeding project phases.
- 2. Campus Masterplan:** Based on completed assessments of current campus facilities, site surveys, and through project visioning work sessions with Williamson County and the design team; assess site opportunities and constraints to organize the campus to best serve the long-term needs of Williamson County. Emphasis would be placed on pedestrian site circulation, traffic impact and

mitigation strategies, and approaches to managing parking. This phase will also address the capacity of site utilities and the Central Plant to support the new building, as well as potential future improvements.

- 3. Sustainability:** A central pillar of our design approach is the assumption that all proposed design solutions shall incorporate sustainability practices as a default condition. Specifically, this includes developing a thorough understanding of the environmental impacts this project can potentially incur and then developing strategies to either altogether avoid these impacts or to substantially mitigate them. Among the strategies that will be evaluated are strategies for mitigating construction waste through alternative measures including salvage and recycling, considerate site design that offsets or manages storm water impacts by maintaining or reducing impervious cover, maintaining existing site vegetation and trees with a focus to preserve healthy established trees, and the design of new facilities to minimize energy consumption through orientation, envelope detailing, and building system selections.

Our team’s path towards high-performance building design is based on developing and testing building solutions in an iterative process of design improvement. A design concept can be virtually modeled and then run through various analysis and simulations to evaluate performance metrics based on



the project's needs. These metrics can include energy usage, water use reductions, potential for photovoltaics, impacts of daylighting strategies, embodied carbon estimates, among many others. To accomplish this our team relies on multiple tools, including:

- Sefaira plug-in for SketchUp: permits energy analysis during concept and schematic design, when the cost for making building concept changes is still low
- Tally: life-cycle assessment tool
- EC3: embodied carbon in construction calculator
- Autodesk Simulation 360 and Autodesk Green Building Studio: tools for whole building energy simulation
- Living Building Challenge Red List: tool to aid in specifying products and materials
- Revit Daylighting Tool: models various daylighting metrics

Finally, although in the realm of building and construction the term “sustainability” is typically taken to refer to environmental and economic aspects of a project only, a complete sustainability policy will also address social equity in the design. In terms of a building this term can be taken to encompass considerations such as providing levels of comfort and daylighting, and accessibility to exterior views, to most or all building occupants.

4. **Building Design:** Building on each of the preceding work efforts, our team will launch a design process for the new building that fully captures the aspiration of Williamson County, respects the project budget and schedule needs. This step will encompass exterior shell design; interior space design; building systems design across all disciplines engaging with the Williamson County project management and project team to systematically produce a design solution that meets functional needs in an aesthetic solution that is uniquely crafted to the client: Williamson County.
5. **Furniture Selection and Acquisition:** Continued engagement with Williamson County to select and coordinate a furniture solution that is specific to each department and how they work is an integral part of our design process. This phase includes supporting the acquisition of furniture with specifications and with later oversight of installation.
6. **Construction and Completion:** Our team will collaborate with the selected Construction Manager from preconstruction through construction services to ensure design intent of the contract documents are carried forward and the construction is completed accordingly. This includes assisting with closeout activities as Williamson County takes possession of their new building, commissioning is completed and final documents for record, operations and maintenance are delivered to you for your records.

We envision the project's final key tasks to include reconfiguring the facility for permanent use as Williamson County moves to their newly completed building.



TxDOT Stassney Campus Office Interiors



TxDOT Stassney Campus Solar Shade Detail



One Frost Westover Hills



Bexar County Public Works Mission Reach Office Building

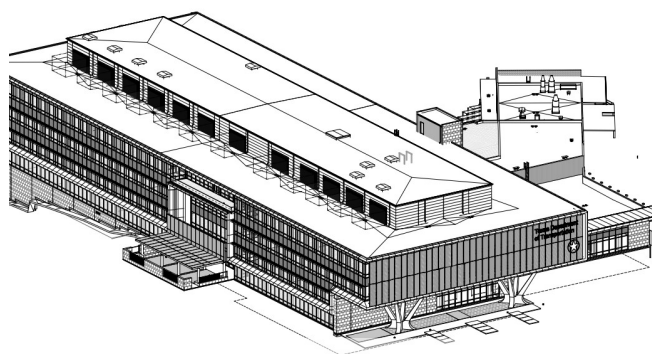
Our project team is deeply experienced in working with public agency clients, our project staff is particularly skilled with this project and client type, and able to execute this project for Williamson County successfully. The team we have assembled for you is task-oriented, creative and focused on service to the client. We listen before assuming a solution, and having worked together for many years over multiple projects, understand, and rely on each other's strength in working collaboratively as a team to solve each element and goal for this scope of work.

Alternate Building Systems & Innovative Solutions

Our process for evaluating alternative building systems considers first the goals and objectives of the owner: cost effectiveness of proposed systems, maintenance and reliability of these systems; as well as their availability. We seek to determine if there is value to the owner, whether the proposed building systems will impact construction sequence and schedule and if they are proven through reliable service. Against these practicable considerations we'll investigate whether there are innovative alternatives that may be worth exploring. Innovation may be driven by goals including sustainability, economics, or wellness. We propose that each phase of work and project decision be approached from a perspective of challenging what may be typical or customary in the belief that challenging the status-quo often results in better solutions.

Communications Plan

We will work with you to develop a project communications plan at the start of the project. This includes an Owner meeting schedule that minimizes impact on your daily work schedules. Our approach is to adopt effective and efficient mechanisms to update everyone on project status, urgent issues, and any changes in status in order to avoid "surprises" throughout the process. We have effective communication systems and technologies that are efficient to distribute and access.



TXDOT BIM Model

Before being incorporated, any alternative solutions will be carefully evaluated to ensure that they add value to the project; are realistic and fit within the goals and objectives of Williamson County.

Approach to Life Cycle Cost Analysis

Our approach to life-cycle analysis (LCA) is to utilize it to help answer and prioritize many of the questions and solutions that arise during the design and construction of a building. Our experience has been that in practice, LCA can effectively reinforce or eliminate decisions taken by the design team by providing a data driven justification based on economic, life-cycle, and sustainability criteria. The output of a life-cycle analysis can be tailored to meet the project and client's objectives relative to a wide-ranging set of objectives, including cost-effectiveness, carbon impacts, and resource utilization. These considerations are often considered in major cost items of the work that incur operational and maintenance costs, primarily building systems, and major material selections. We will work collaboratively with our MEP consultants to evaluate design options and approaches as they pertain to proposed systems. These systems include Campus Central Plant improvements; options for alternative sources of energy; carbon neutrality and focused on driving an overall reduction of energy use from current utilization. Part of this assessment will be a concerted focus to maximize building efficiency through envelope design, lighting design and power consumption reductions. The decision process for evaluation will include economic analysis to consider investment cost; operational costs and replacement costs to determine the pay back period for exceeding minimum standards of design, as well as long term environmental impacts, as appropriate.

Validation Relevant Codes Are Met

Our design approach encompasses a very robust approach to quality assurance to support an experienced senior team of project architects developing the technical contract documents. A key focus of this effort is compliance with owner design criteria and standards and compliance with applicable codes. While noted as a participant of the project team, the QA/QC manager operates independently of the project team, not subject to the project manager but responsible to the project director to ensure that the design team is adhering to prescribed design standards. This process entails at each project phase a series of reviews of documents before delivery to Williamson County to assess the overall quality of the effort that considers accessibility, building code compliance, constructability of details. Separately, the design team Fire Protection Engineer collaborates closely with the project manager and project architect to perform detailed code reviews of the design as it progresses; participates in review sessions with Authority's Having Jurisdiction, Williamson County Fire Marshall, and the City of Georgetown.

Process for Developing Accurate OPCC

Current construction markets are extremely volatile with wide swings in material and labor costs and availability. The Central Texas construction market continues to be very active with public and private construction opportunity and is forecast to remain this way for the near future. Understanding and accurately anticipating construction costs continues to be challenging. In addition, our recent experience in bidding work for TxDOT, the City of Austin, and the Austin Parks and Recreation Department, all projects located in the Austin Market, was very successful in projecting project costs with multiple bids within budget estimates and in a tight range of projected costs. For example, of four bids received for a new TxDOT Operations Facility, three were under the estimate \$32.9 million between 8.15% (low bid) and 3.75%; one exceeded the estimate by 9.71%. This experience has given our team a robust knowledge and understanding of the local construction pricing market. Finally we also track marketplace conditions via participation in local industry forums, through privileged networking with key associates in the region, and via subscriptions to multiple construction estimating indices.

Verification of Program Objectives

In verifying program objectives, we will seek to first define with Williamson County the strategic and operational program goals and objectives for this project. Strategic program goals and objectives include the



organizational structure and changes envisioned by leadership for how Williamson County will capitalize on this investment in executing their department responsibilities serving their customers: citizens of Williamson County. Secondly, operational goals and objectives of the program will define and establish an organizational approach that best supports the department in meeting their responsibilities. How each sub unit of the department is organized to optimize their internal functions as well as collaboration across the department along sub units. At each milestone of project design we will engage the decision makers and stakeholders to evaluate whether the design is fulfilling these program objectives.

Lastly, like validation of code compliance, program verification is a function of a robust QA/QC program. Our program development process requires that our project managers be thoroughly engaged with every aspect of program definition, system analysis, design process and decision making. They will be involved from the start of the project to completion, documenting an institutional knowledge that serves as a foundation of project information that will inform subsequent project team members of the program objectives that have been established and will continue to be defined as the design evolves. Through regularly scheduled team coordination meetings, the project managers will review project progress, update the team with owner updates and assess compliance of progress with approved program objectives.

Complex Building Concept Techniques

Understanding the owner's perspective is key to explaining complex building concepts in non-technical language. We do this by bringing people together early in the project to build comradery and commonality among the team. Through this type of engagement, we focus on learning about the client, their goals, concerns,

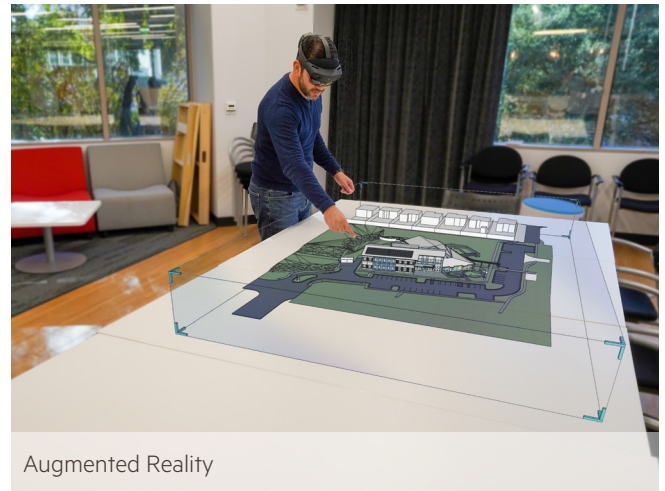
and aspirations as an organization. We then use this opportunity to explain the design process; why we ask certain questions; how we will proceed with a design solution that is built around their unique needs as client.

Throughout the design process, we will utilize a full range of visualization tools and techniques to present design approaches in two-dimension, three dimension and virtually utilizing immersive headsets. With these tools, our intent is to provide an immersive experience to enable the client to experience the built space before being built. Not every tool is appropriate in all circumstances nor are all tools suitable for every stakeholder. A key to effectively communicating building concepts and architectural designs to decision makers with little architectural or construction knowledge is to understand their concerns and objectives (are they concerned about the aesthetics, budget or schedule impacts, usability of the space, etc.) to determine which visual communication tool will be most effective at communicating the design and in helping the client to make any required decisions. In some instances, the technique utilized may be simple, such as a perspective drawing, a material sample board, or a small-scale model of the building or component in question, at other times more sophisticated techniques may be called for, such as animated “fly-throughs” of a design solution, fully immersive virtual experiences, or visits to other facilities that employ a similar solution. For prior clients, our team has even rented a warehouse space and mocked up partitions and furnishings to provide the client and building users with a realistic experience of a proposed space.

Another critical aspect of design communication is the ability to establish buy-in from groups of stakeholders, such as a board or committee. This can be challenging due to each participants different agendas and level of building experience. In these instances, our team typically pairs visual communication tools (models, drawings, sample boards) with an interactive process that includes stakeholders selecting or voting on their preferences so that a group consensus can emerge.

Our team seeks to find design solutions that are understandable to every project participant; leading this effort of design and project planning, Edgar Farrera brings that owners perspective having been in that role for many years as an Owner's Representative and Director at Circuit of the Americas.

Culturally, building trust and developing a strong bond with our public clients has been a hallmark of the approach to project execution at Marmon Mok. We look forward to demonstrating that commitment with Williamson County.



Augmented Reality

Record Keeping & Measuring Milestone Progress

As part of our QA/QC process, our project managers record the minutes and outcomes of all key project interactions, whether they be virtual meetings, in person meetings, email interactions, or telephone discussions.

These records are distributed to participants as directed by Williamson County project managers at each submission phase. Additionally, the project team reviews with the QA/QC director the status of project records, verifying that each submission is archived, the project directory is updated for record; minutes and logs are maintained to ensure a complete record of project is documented in a consistent manner.

As part of the project initiation, we will work closely with Williamson County project team to identify overall project milestones. One tool, we commonly use is a full wall schedule approach to map out the path forward starting with end goal: Williamson County occupying their new facility, ascertaining a reasonable construction schedule and building a design schedule that fits those goals. Progress is measured at minimum bi weekly during design, assessing work completed, work anticipated towards remaining milestones and discussion of any impediments to meeting schedule requirements and action plans to overcome or recover from unanticipated events.

We commonly use several software solutions for managing project documents across an open platform that places records accessible to the project team including the owner, AE and Construction Manager. During construction we will work with Williamson County and the Construction Manager to adopt a system of communication and information management that is mutually agreeable to all parties for the benefit of the project.

Page	Author	Author Entity	Subject	Page Index	Status	Creation Date	Comments	Response Code	Responder	AE Response
TxDOT 30% DD Outline Spec NO LEED -20190313										
Page 2	Jarrell Wenger	F&N	Text Box	2	None	3/27/2019 15:40	Requirements for support of building envelope commissioning and MEP commissioning should be added to Division 1.	Accepted	MM	F&N reviewing Div 1 specs for coordination.
Page 13	Jarrell Wenger	F&N	Text Box	13	None	3/27/2019 15:42	Requirements for support of electrical systems commissioning should be added to Division 26.	Accepted	SSA	Per meeting on 4/12, EEI to provide commissioning specs.
Vol I - SITE STRUCTURES SITE DESIGN 30% DESIGN DEVELOPMENT 2019_0313										
Page S.C100	Allen McRee	F&N	Text Box	5	None	3/26/2019 13:37	A general comment on the Site Development Plans. By the 60% DD package, it will be important to have the site sectioned off into larger scale plans, like 1"=20'. This will be especially helpful	Accepted	JC	This is incorporated into the 60% DD set. More sheets will be continued to be added in areas where we need additional detail at a larger scale.
Page S.C500	bmb	F&N	Callout	11	None	3/29/2019 12:28	CONSIDER PLACING FHs OUT FROM IN FRONT OF PARKING AND ALONG FIRE LANE	Accepted	JC	Understood. Alignment and FH locations will be adjusted.
Page S.C500	bmb	F&N	Callout	11	None	3/29/2019 12:30	CONSIDER TURNING OFF EXISTING CONTOURS TO MAKE UTILITIES STAND OUT	Denied	JC	We will have additional zoomed in sheets that will help with clarity.
Page S.C500	bmb	F&N	Callout	11	None	3/29/2019 12:31	LABEL FIRE LANES WHEN LOCATION KNOWN	Accepted	JC	In process. All fire lanes will be labeled and dimensioned at 100% DD.
Page S.C600	bmb	F&N	Callout	12	None	3/29/2019 12:34	LABEL FIRE LANES WHEN LOCATION KNOWN	Accepted	JC	In process. All fire lanes will be labeled and dimensioned at 100% DD.
Page S.C600	bmb	F&N	Callout	12	None	3/29/2019 12:35	HATCH SIDEWALKS PER LEGEND	Accepted	JC	This will be completed once sidewalk locations are locked in.
Page S.C600	bmb	F&N	Callout	12	None	3/29/2019 12:35	HATCH PAVEMENT TYPE IF APPLICABLE	Accepted	JC	Hatched
Page L1.00	Allen McRee	F&N	Text Box	18	None	3/26/2019 14:10	General coordination comment: Coordinate with Civil on breaking the site down into larger scale plans like the 1"=20' L sheets. Add a site key plan for orientation.	Accepted	C&A	Will revise to match civil at 100% DD.
Page L1.11	Allen McRee	F&N	Cloud+	28	None	3/26/2019 14:15	Is this to be the limestone veneer? Coordinate terminology with Architect.	Accepted	C&A	This is a generic detail, site walls and retaining walls still in development, finishes currently unknown. Will revise when design is finalized.
Vol II - OFFICE BUILDING 30% DESIGN DEVELOPMENT 2019_0313										
Page O.LS100	Allen McRee	F&N	Text Box	5	None	3/25/2019 13:52	Will the Level 0 Data Center, UPS, and Main Electrical Rooms be sprinkled?	Accepted	FPCG	Data center will be protected with a Clean Agent system. All others will be sprinkled using dry sidewall sprinklers.
Page O.LS100	Allen McRee	F&N	Text Box	5	None	3/25/2019 13:54	Please show path of travel and MOE's for Level 0.	Accepted	FPCG	Provided on current plans
Page O.LS100	ahauss	F&N	Text Box	5	None	3/27/2019 11:32	warehouse lists IBC 2015 as a applicable code - does this apply here also? Is there an energy code requirement?	Accepted	FPCG	2015 IBC to be identified for all buildings
Page O.A103	Allen McRee	F&N	Cloud+	21	None	3/25/2019 14:06	Please confirm that the IECC will not require vestibules at Dining exterior entry doors	Accepted	MM	Region 2 does not require vestibules.
Page O.A110	Allen McRee	F&N	Cloud+	22	None	3/25/2019 14:08	Please confirm that the IECC doesn't require a vestibule at the doors to the Outdoor Courtyard	Accepted	MM	Region 2 does not require vestibules.
Page O.A130	Allen McRee	F&N	Callout	30	None	3/25/2019 14:27	I thought the roof deck was deleted in this area. There are no doors or stairs leading to it. Please remove the indication of	Denied	MM	Pavers are for aesthetic purpose for workstations on Level 3 adjacent to the roof. Probable VE item.
Page O.FP000	Allen McRee	F&N	Cloud+	114	None	3/26/2019 8:00	Should there be at least one fire hydrant located along the north side of the parking garage and CUP?	Accepted	FPCG	Refer to Vol III: Parking Garage for additional FH location. Will add note to 100% DD set.
Page O.M002	Jarrell Wenger	F&N	Text Box	125	None	3/27/2019 15:48	Include CHW and HW EWT and LWT	Accepted	SSA	Okay
Page O.M002	Jarrell Wenger	F&N	Text Box	125	None	3/27/2019 15:50	Include EATs for heating and cooling coils	Accepted	SSA	Okay
Page O.M004	Jarrell Wenger	F&N	Text Box	127	None	3/27/2019 15:51	Add wrap around coil pumps	Accepted	SSA	Okay

TxDOT Owner Review Sample

Schedule Control

Schedule control is fundamental to our design process. Success requires clear definition of all work tasks and early assignment of responsibilities for each related deliverable. We will establish communication protocols early and introduce the appropriate reporting tools to track progress, identify interdisciplinary needs, and define the timeline.

Documentation of Meeting Discussions & Tracking Action Items

Documenting project meetings, decisions, and action items and schedule management is a key function of project management. Our project management team will lead each meeting, preparing agendas, managing meeting schedules within allotted times respective of participant schedules, preparing and distributing meeting minutes for record.

We would anticipate once the project commences, scheduling a re-occurring bi-weekly meeting with Williamson County project management to review progress to date, outstanding issues, action items, and the two-week ahead work plan. Whether virtual meetings or in person or telephone discussions, our project managers will record outcomes and distribute to participants and as directed by Williamson County project managers.

Quality Assurance/Quality Control

Our Quality Assurance Program is set into place at the very start of the project. We will begin an internal checks and balance process well before the construction document phase starts. This process mandates review of the documents relative to best practices within each discipline at each phase of the project.



QA Manager Responsibilities

Howard Moreno serves as Marmon Mok's dedicated Quality Assurance Manager. His responsibilities include:

- Leading internal technical review teams;
- Appointing technical reviewers;
- Establishing QA project coordination;
- Providing firm-wide Total Quality Management education programs, stressing teamwork professional improvement and conscientious quality control by every person, every day and on every project;
- Scheduling the Design Director for internal design reviews.

Owner Standards & Direction

The Project Director, Project Manager and QA Manager meet with the Owner to review the project standards and direction. The Project Manager and QA Manager review applicable project standards with the consultant team. The Project Director and Project Designer review all design submittals and presentations.

Communication/Coordination

Establishing the preferred project management document system for the project, such as eBuilder, Bluebeam Studio, Procore, etc. Bluebeam Revu allows for real-time simultaneous review of documents. Benefits: Streamlines QA, removes redundancies, enables immediate review, tracks user views and acceptance of changes. BIM 360 allows team members to securely co-author a Revit model in real-time, across one or multiple firms. Benefits: Keeps team on track with the latest construction drawings, accelerates model coordination and clash detection, helps execute proactive quality control workflows

Technical Reviews

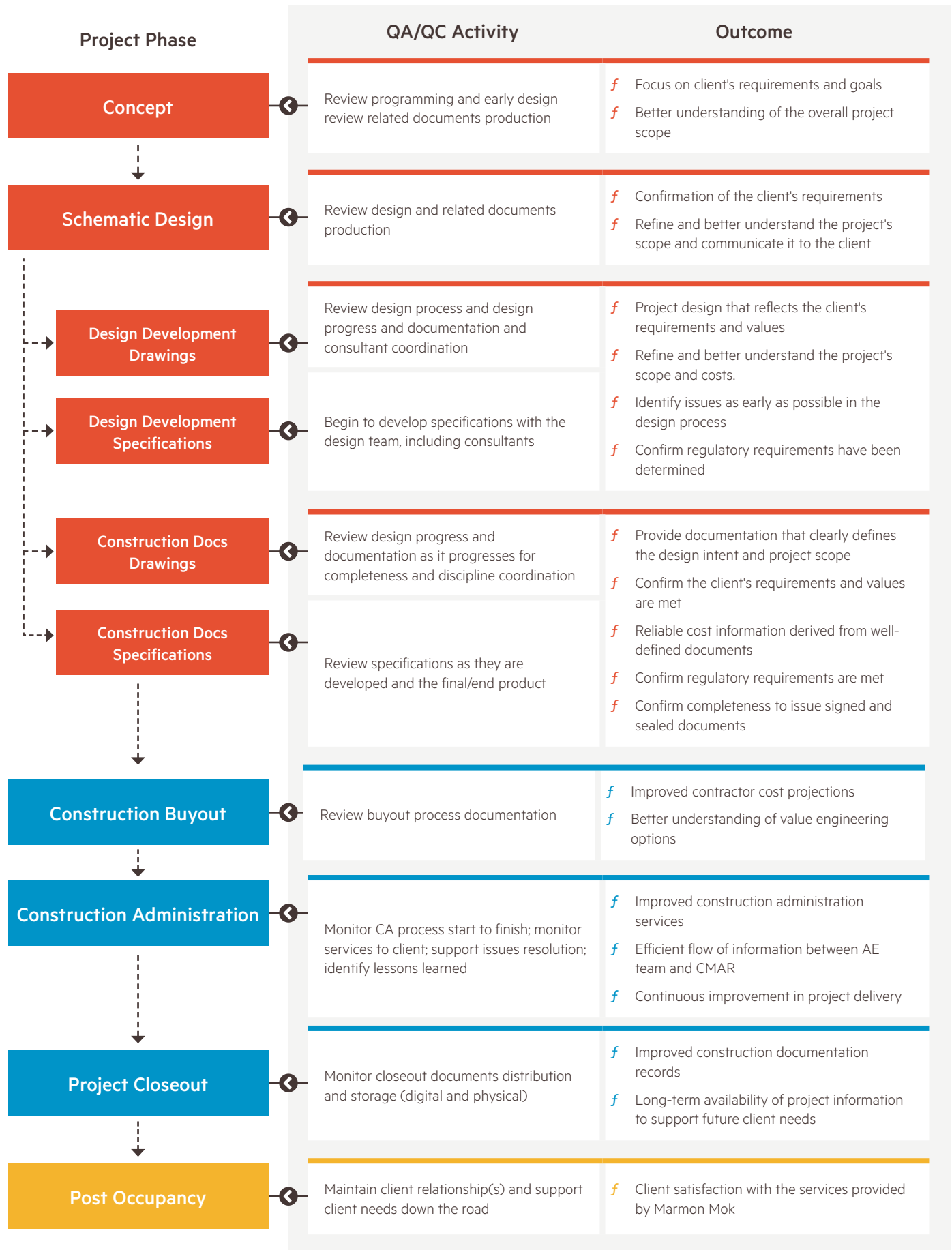
The QA manager and Project Manager will coordinate reviews as required with specific technical review expertise pertaining to the project, will provide office construction activity feedback and items of note to the Project Manager and project team, and will perform weekly check-ins with the project team to ensure feedback and items of note are understood and properly addressed.

QA During Construction Administration

Senior Construction Administrator is assigned to the project prior to the start of construction. During construction, the Senior Construction Administrator will electronically log, review, distribute and track Requests for Information, Architects' Supplemental Instructions, Submittals, Requests for Proposals, and Construction Change Orders continuously. Marmon Mok is committed to timely and thorough responses to contractor questions and Owner requests during the construction administration phase. Our QA/QC process extends through Construction Administration to Project Closeout.

Please see next page for a graphical representation of our process.

QA/QC Flowchart



IV. Project Manager & Key Personnel

Marmon Mok Architecture is deeply focused on bringing our experiences to assist Williamson County in finding the right solution to meet your goals. Most importantly, we realize every client is unique in their expectations and goals.

Project Manager Availability

Unique to Marmon Mok is our leadership approach in which we provide a leadership team, each with our own roles and responsibilities. Briant, Edgar and Art are that core team for your project, working together to lead the project team.

As project manager, Art's role is going to be the day-to-day point of contact person responsible for communication between Williamson County and the project team, and for technical coordination with the consultants.

Residing in Georgetown, and working in Austin, Art is available to serve the team from Williamson County and work collaboratively and closely getting to know your team, which will be a critical part our success.

Task Leads and Relevant Staff

As the project unfolds through the design process, Art will coordinate with Stephen Lara, Senior Project Architect to ensure appropriate staff resources are

Culture

Marmon Mok are professionals, creative, friendly, and team-oriented. We spend our days in a fast-paced and energetic office. Our prjoect teams' strengths, performance, and spirited collaboration drive our philosophy and inform our work culture every day. Our engineering consultants, construction and trade partners are integral to our team approach and culture.



allocated to meet deadlines. Architectural and interiors staffing will be assigned with dedicated areas of responsibility and will work through Stehen and Art to collaborate with consultant work coordination and execution of the design intent.

Quality control regularly interfaces with the project team to assess progress, and completeness from the perspective of quality assurance. Specifications production coincides with document production, overseen by our Quailty Control staff to further focus and coordination between documents for completion and accuracy.



Briant Harkiewicz AIA, RID, LEED AP

Project Director

With more than 34 years of experience, Briant has demonstrated organizational and technical skill through the successful completion of complex private and publicly funded projects including leading the planning for development of the new Bexar County Public Works Mission Reach Office Building, the City of San Antonio Leslie Road and Southeast Service Centers, and the TxDOT Campus Consolidation project. Briant leads an experienced and talented team focused on public sector projects; sustainable design; and good stewardship of the public investment demonstrated through projects for municipal, county, and federal clients. Briant is known for his responsiveness and his exceptional ability to communicate well with the owner, project managers, and consultants, and is effective at translating conceptual design ideas into built form through construction document preparation.

Education

Master of Architecture,
University of Texas at Austin

Bachelor of Science in
Architecture, University of
Michigan

Registrations

Registered Architect, Texas

LEED Accredited Professional

Registered Interior Designer

Project Role

As Project Director, Briant is responsible for the project delivery and the overall success of the project. His duties include project leadership, team integration, and establishing the relationship of trust and collaboration with the client. He'll work with Williamson County to establish the overarching project vision. Working closely with the Project Manager, he'll manage commitment of resources, scheduling, and budget oversight, and QA/QC review.

Relevant Project Experience



TxDOT Stassney Campus

The office building and campus consolidates 36 divisions of the Headquarters Administration in a single location from multiple locations across the Austin metropolitan area. Encompassing over 425,000 sf and supporting almost 1,600 employees, the building design responds to the needs of the workplace by providing a highly flexible open floor plate design that maximizes opportunity for team collaboration and alternate workspace environment. Briant was Project Principal and was responsible for the overall success and delivery.



Bexar County Public Works Mission Reach Office Building

The 35,000 SF Public Works Office Building is located on a 3.6 acre site, south of the downtown area, and is a prominent location on the San Antonio Mission Reach extension. The office building houses nine departments with approximately 103 employees (78 current and future plus 25 current and future benching). The variety of views provided by the orientation of these wings will boast city and river views to the north and northeast and nicely landscaped views to the south and southwest of the property. Briant was Project Principal and was responsible for the overall success and delivery.



One Frost Office Building & Parking Garage

Frost Bank challenged the designers to create a distinctly new environment that would honor its employees, attract the best of a new generation, and represent their strong identity. A uniquely Texas financial institution; the tag-line "We're From Here" inspired the designers to follow a Texas Modern aesthetic. Briant was Project Principal and was responsible for the overall success and delivery.



Arthur Mendoza LEED GA

Project Manager

Art has over 10 years of experience that includes programming, site analysis, schematic design, design development, construction documents, and construction administration. His attention to detail, creativity and professionalism are great assets to any team. .

Education

Bachelor and Master of Architecture, University of Texas at San Antonio

Registrations

LEED Green Associate

Project Role

Art will be the primary day-to-day point of contact responsible for communication and coordination between Williamson County and the project team. He will be responsible for management of schedule, budget, scope, and technical coordination of consultants from initiation of design through project closeout.

Relevant Project Experience



TxDOT Stassney Campus

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Bexar County Workforce Training Center

Located at the Brooks Development Authority Area on the Southeast side of San Antonio, the new Bexar County Workforce Training Center is a collaboration of more than a dozen advanced manufacturing industry partners in the San Antonio area to provide a training facility to individuals interested in developing skills in various trades, such as robotics, electronics, machine shop, and welding. Art manages this project and is the primary POC from design through project closeout.



Edgar Farrera AIA, NCARB, LEED AP BD+C

Project Planner/Designer | Sustainability, Stakeholder/Community Engagement

A strong believer in the power of design to enable positive change, Edgar serves as both Marmon Mok's sustainability practice leader, as well as new leader for the firm's Austin office. As a designer with facility development and operations experience, Edgar brings an owner's perspective to his work. Edgar has spent much of his 30-year career focused on advancing environmental stewardship and striving for harmony between the built and the natural world. He frequently shares lessons learned from these efforts as a speaker at conferences and universities in the US, Latin America, and Europe. He's championed these causes as chair for the Greater Austin Chamber of Commerce's Clean Energy Council, as board member and advocacy chair for the local chapter of the US Green Building Council, and on Austin's Design Commission. Edgar has served as a subject matter expert for GBCI (LEED) test development.

Education

Bachelor of Architecture, The University of Texas at Austin

Registrations

Registered Architect, Texas

LEED Accredited Professional BD+C

NCARB Certified

Project Role

Edgar serves as the team's overall design leader, including responsibility for site analysis and master planning. He will utilize his sustainability expertise to promote a high-performing building solution. Community and stakeholder engagement activities will also be led by Edgar, including serving as POC for municipal authorities and local utilities.

Relevant Project Experience



Bexar County Workforce Training Center

Located at the Brooks Development Authority Area on the Southeast side of San Antonio, the new Bexar County Workforce Training Center is a collaboration of more than a dozen advanced manufacturing industry partners in the San Antonio area to provide a training facility to individuals interested in developing skills in various trades, such as robotics, electronics, machine shop, and welding. Edgar is providing project design oversight, and assisting with sustainability options.



Sheppard AFB Pilot Training Facility

Marmon Mok designed Phase 1 of the ENJJPT Training Complex. Phase 1 consists of a 42,000 SF Operations Group Facility to provide space for the flight training to international pilots for both the T-38 and the F-35 fighter jets. The facility includes an auditorium, classrooms, administrative offices, staff offices, mechanical/electrical/janitor/communications spaces, and a barber shop. Edgar was Project Architect on this project and led sustainability efforts to achieve LEED Silver Certification.



TxDOT Strassney Campus

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Mary Bartlett AIA, RID, LEED AP, WELL AP

Programming/Workplace

Mary Bartlett directs Marmon Mok's interior architecture practice as well as leads large project management services. She brings more than 30 years of experience in project management, programming, space planning, building renovation, and interior design. She has an understanding of public spaces and work place environment which allows her to expertly integrate the needs and requirements for both the user and owner. She will work closely with users and the design team to listen and develop the best design options.

Education

Bachelor of Environmental Design, Texas A&M University

Registrations

Registered Architect, Texas

Registered Interior Designer, Texas

LEED Accredited Professional

WELL Accredited Professional

Change Management Certification

Project Role

Mary is responsible for collaborating with the owner and end users on facility programming and space planning, including documenting departmental needs and critical adjacencies, planning the layout, and coordinating the aesthetics of interior spaces. Mary will remain engaged through construction administration and manage furniture coordination.

Relevant Project Experience



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One Frost Office Building & Parking Garage

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Howard Moreno AIA

Quality Assurance/Quality Control Manager

Howard has more than 30 years of experience as an architect and project manager on a range of projects. His past experience as a developer and business owner, and on major construction sites, brings tremendous practical knowledge and expertise to keep projects on schedule and budget. Howard brings strong technical and organizational skills in planning, building design, and project management. These skills make him a critical asset to our Quality Assurance team. A strong communicator, Howard is able to develop a thorough understanding of a project's goals to evaluate a proposed design approach and recognize potential issues for the design team to consider and resolve and advise project leadership regarding completeness and quality of project documents.

Education

Bachelor of Architecture, Texas Tech University

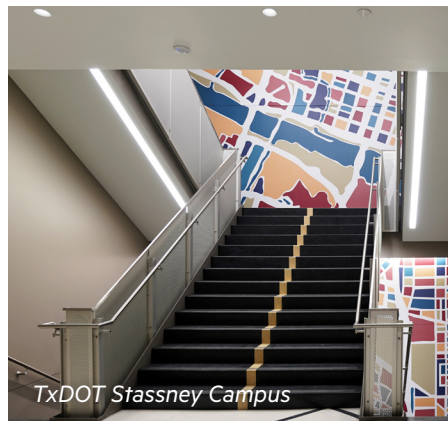
Registrations

Registered Architect, Texas

Project Role

As QA/QC Manager, Howard is responsible for overall quality control of the project. He is responsible for leading internal technical and code compliance review teams, addressing design issues, revisions/changes, and overall integration of all design disciplines. Howard is also responsible for oversight of specification development for coordination with drawings and owner contract requirements.

Relevant Project Experience



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New Braunfels Utilities Headquarters & Service Center

The New Braunfels Utilities New Headquarters Campus consolidates the functions of the Main Plaza Offices and FM 306 Operations Facilities. It will include an Office Building, Warehouse Facility, Equipment Building and Vehicle Maintenance Facility. Howard led internal technical and code compliance, and oversight of specification development.



Texas Organ Sharing Alliance Corporate Headquarters

The new office building and event center for the Texas Organ Sharing Alliance (TOSA) acts as a home base for staff, a memorial for families of donors and recipients, and an educational center for the public and medical community. To support these functions, the TOSA team envisioned a place that reflects integrity, healing, trustworthiness, community, future, and sustainability. Howard led internal technical and code compliance, and oversight of specification development.



Stephen Lara AIA

Project Architect

Stephen has more than 16 years of experience providing architectural design on various project types, such as office buildings, parking garages, maintenance facilities, service centers, education facilities, and more. His expertise includes project management, budgeting and estimating, and programming. Stephen brings adept technical skill and a sense of inventive problem solving to each project team. Stephen is best known for his adaptability, excellent communication skills and responsiveness.

Education

Master of Architecture, UT
Arlington
Bachelor of Architecture, UT
Arlington

Registrations

Registered Architect

Project Role

Stephen will be responsible for project documentation, technical development for the office building and support of construction administration. He coordinates with the design team, consultants, and project stakeholders.

Relevant Project Experience



The office building and campus consolidates 36 divisions of the Headquarters Administration in a single location from multiple locations across the Austin metropolitan area. Encompassing over 425,000 sf and supporting almost 1,600 employees, the building design responds to the needs of the workplace by providing a highly flexible open floor plate design that maximizes opportunity for team collaboration and alternate workspace environment. Stephen managed parking garage efforts while also supporting overall project documentation.



Following the Stassney Campus consolidation project, TxDOT is dedicated to continuing to consolidate division employees into unified new facilities to foster collaboration and increase efficiency. Operating from this consolidated facility, fleet vehicle maintenance and related road-testing divisions will help to support fleet vehicles operating throughout the Austin region and throughout Texas. Stephen is the project architect responsible for construction administration, documentation and design oversight.



TxDOT is replacing the existing facility with a new one, and will then transfer the existing property and facility to the City of Presidio for utilization by city services. The preliminary scope for this facility is to site adapt an existing prototype design that currently includes a 12,280 SF maintenance facility; 260 SF of exterior entry cover; 4,500 SF of exterior open covered storage; 900 SF salt storage structure; above ground fueling station; emulsion tank base structure; future radio tower; and parking for all district and employee vehicles. Stephen is responsible for construction administration and design oversight.



Jennifer Gilbert IIDA, RID, LEED AP

Interior Designer/FF&E

Jennifer has more than 20 years of experience in interior design. Her background in commercial furniture installation allows her to manage product distribution of over 500 projects per year with a staff of three. She specializes in product research, installation drawings, specification, order tracking and installations. More significantly, her design creativity, client dedication and commitment to project success yields finished projects that are exceptional at every detail and delivered with the highest professionalism. As Interior Designer, Jennifer is involved throughout all phases of the design process to include space planning, design development, construction documents, color and fixture selection, lighting, and art/graphics. She coordinates with the design team, consultants, and project stakeholders.

Education

Bachelor of Science in Interior Design, Kansas State University

Registrations

Registered Interior Designer, Texas

LEED Accredited Professional

Project Role

Jennifer will work with the Owner on facility programming, space planning, and work closely with the project team on the functionality and aesthetics of interior spaces. She will lead selection and presentation of materials, furnishings, and graphics.

Relevant Project Experience



TxDOT Stassney Campus

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Bexar County Public Works Mission Reach Office Building

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One Frost Office Building & Parking Garage

Frost Bank challenged the designers to create a distinctly new environment that would honor its employees, attract the best of a new generation, and represent their strong identity. A uniquely Texas financial institution; the tag-line "We're From Here" inspired the designers to follow a Texas Modern aesthetic. Jennifer was interior designer and led FF&E efforts, as well as installation.



Laurie McKinney AIA

Construction Administration

Laurie McKinney has over 28 years of experience in architecture and construction administration. Throughout her career, she has been involved with initial design concept, design development, budget and scheduling to accompany intermediate pricing through final guaranteed maximum contract amounts. Laurie's responsibilities have included coordination with the Owner and their various consultants, assistance with value engineering and design build teams. As Construction Administrator, Laurie will be the on-site manager during construction. She will be responsible for the architectural production staff, engineering, and technical consultants during the design development and construction document phases to ensure that all disciplines are fully coordinated.

Education

Bachelor of Environmental Design, Texas A&M University

Registrations

Registered Architect, Texas

Project Role

Laurie will be the primary on-site representative during construction with responsibility for addressing contractor inquiries, coordinating construction issues with the project team, making field observations, and documentation of work in progress.

Relevant Project Experience



TxDOT Stassney Campus

The office building and campus consolidates 36 divisions of the Headquarters Administration in a single location from multiple locations across the Austin metropolitan area. Encompassing over 425,000 sf and supporting almost 1,600 employees, the building design responds to the needs of the workplace by providing a highly flexible open floor plate design that maximizes opportunity for team collaboration and alternate workspace environment. Laurie was responsible for construction administration and was the primary on-site representative during construction.



City of San Antonio Service Centers

This design-build pursuit included two Service Centers - Northwest and Southeast. They are modern, multi-building operations and maintenance facilities. They house administrative personnel, and numerous City groups including Solid Waste Management, Storm Water, Streets, and Transportation Planning. Laurie was responsible for construction administration and was the primary on-site representative during construction.



Frost Tower San Antonio

This project in downtown San Antonio incorporate a stacking plan that support their workflow and teams, with key elements, including security access, central collaboration hub, barista lounge, and private dining area. Departments are divided among eight floors. Laurie assisted during CA and was the primary on-site representative during construction.



Luke Nelson PE

Structural Project Manager | Datum

Luke joined Datum in 2003 and became a Principal in 2017 in recognition of his outstanding performance and leadership inside and outside the firm. He currently serves as the Managing Principal of Datum's Austin office. Luke manages some of Austin's most important projects for key clients, and his project credits include the new Austin Central Library, multiple corporate office buildings, healthcare projects, and several large parking structures. Clients appreciate his can-do attitude and team success approach.

Education

Master of Science in Engineering, University of Texas at Austin || Bachelor of Science in Civil Engineering, University of Tennessee

Registrations

Licensed Engineer, Texas

Years with Datum/Datum Rios

18 years

Relevant Project Experience

Stassney Corporate Campus

TXDOT
Austin, TX

Medical Office and Garage

UT Dell Medical School
Austin, TX

Dalchau Service Center and Office

Lower Colorado River Authority
Austin, TX

John C. Drummond Administrative Service Center and Office

Pantex
Amarillo, TX

Executive Headquarters

WilsonArt
Temple, TX



Adam Kirk PE, LEED GA

Structural Engineer | Datum

Adam joined Datum in 2018 after working as a Sr. Design Engineer for a prominent New York City structural engineering firm. His design expertise encompasses a wide range of structural systems and building types, from office to historic renovations to high-rise and cultural facilities.

Relevant Project Experience

Garza Ranch Office & Garage

Garza Ranch
Austin, TX

PCSI Office

PCSI
Austin, TX

St. Austin's Redevelopment - 30 Story Highrise, 5-Story Garage, 6-Story K-6 Facility and Parish

St. Austin
Austin, TX

Ford Oculus Hub*

Ford
New York, NY

Radiation Oncology Research Office*

Novartis
East Hanover, NJ

Energy Building*

Langone Medical Center
New York, NY

Javits Convention Center Expansion*

New York, NY

Education

Master of Science in Architectural Engineering, Oklahoma State University || Bachelor of Science, Structural Engineering, University of Texas at Austin

Registrations

Licensed Engineer, Texas || LEED GA

Years with Datum

4 years



Terry Hagood PE

Civil Engineer | Hagood Engineering

Mr. Hagood is the president of Hagood Engineering Associates and the senior engineering manager. He has more than 35 years of experience in civil engineering design, management, permitting, and construction observation of a wide variety of project types within Central Texas. Mr. Hagood has consistently worked in counties and cities within Central Texas and is experienced in the local design codes and regulatory permitting processes.

Relevant Project Experience

Education

BS, Architectural Engineering,
University of Texas at Austin

Registrations

Licensed Engineer, Texas II
#52960

Years with HEA

30 years

Fire Station #5-7

City of Round Rock
Round Rock, TX

University Oaks Shopping Center

Round Rock, TX

Chandler Creek Business Park

Round Rock, TX

Altman Business Park

Round Rock, TX

Diamond Oaks Business Park

Round Rock, TX

Mays Street Sports Fields

YMCA
Round Rock, TX

Firestone Auto Center

Cedar Park, TX

IKEA

Round Rock, TX



Aaron Heaps PE

MEP Principal | Cleary Zimmermann

Aaron Heaps, PE, leads Cleary Zimmermann's Building MEP team in Austin. He is directly involved in the design of complex mechanical systems and the coordination of these systems with other disciplines. His thorough approach to design and project management have earned him recognition from his clients and peers. His experience with institutional and private clients includes large, multi-building campuses, phased renovations, new construction office buildings, and manufacturing facilities. Aaron grew up in Williamson County and attended school in Round Rock. He has a familiarity with the and experience working on project at UT Austin.

Relevant Project Experience

Public Works Mission Reach Office Building

Bexar County
San Antonio, TX

Headquarters & Service Center

New Braunfels Utilities
New Braunfels, TX

Vista Verde Tax Office Drive Thru

Bexar County
San Antonio, TX

Fire Marshall's Office/Emergency Response Facility

Bexar County
San Antonio, TX

District Support Operations Administration Complex

Alamo Colleges District
San Antonio, TX

Education

Bachelor of Science, Mechanical
Engineering, University of Texas
at San Antonio

Registrations

Registered Professional
Engineer, Texas, #137145

Years with Cleary Zimmermann

6 years



Tom Dawsey PE

Senior Electrical Engineer | Cleary Zimmermann

Tom Dawsey's areas of expertise include lighting systems and power distribution systems. His design capabilities cover a variety of project types, including municipal commercial, educational, medical and industrial. He joined Cleary Zimmermann Engineers following 30 years of experience in the electrical industry, having worked with manufacturers and other design firms. Most of his time has been devoted directly to the design and specification of electrical building systems.

Relevant Project Experience

Education

Bachelor of Science Nuclear Engineering, Texas A&M University

Registrations

Registered Professional Engineer, Texas, #66035

Years with Cleary Zimmermann

13 years

Hemisphere Park Police Headquarters

City of San Antonio
San Antonio, TX

Administrative Service Center III

Randolph Brooks Federal Credit Union
Live Oak, TX

District Support Operations Administration Complex

Alamo Colleges District
San Antonio, TX

Corporate Headquarters Finish Out Butterkrust Building

C.H. Guenther & Son
San Antonio, TX

Municipal Complex

City of Alamo Heights
San Antonio, TX

Courthouse Renovations

Bexar County
San Antonio, TX



Thomas Watson PE

Project Manager | MEP Engineering

Energetic and diligent, Thomas Watson, PE leads Cleary Zimmermann's Building MEP division and is a tremendous asset to any team due to his thorough understanding and skilled practice of both major aspects of mechanical design: HVAC and plumbing. He has designed complex mechanical systems for a variety of sectors, including education, research, laboratories, industrial, and healthcare.

Relevant Project Experience

Education

Bachelor of Science, Mechanical Engineering, University of Texas at San Antonio

Registrations

Registered Professional Engineer, Texas, #114610

Years with Cleary Zimmermann

14 years

Public Works Mission Reach Office Building

Bexar County
San Antonio, TX

Hemisphere Park Police Headquarters

City of San Antonio
San Antonio, TX

Administrative Service Center III

Randolph Brooks Federal Credit Union
Live Oak, TX

District Support Operations Administration Complex

Alamo Colleges District
San Antonio, TX

New Campus Headquarters

Bill Miller
San Antonio, TX

New Headquarters

Alterman Electric
Live Oak, TX



Aan Garrett-Coleman PLA, LEED AP

Landscape Architect | Coleman & Associates

Aan Coleman has 40 years of Landscape Architectural experience and a continued commitment to client service, design excellence, constructability, sustainability, and financial stewardship. Her early years with a design-build firm gave her invaluable experience that continues to serve as a solid foundation for her “reality based” approach to the profession. As a result, Coleman & Associates projects are designed to be affordable, construction-friendly, well detailed, and able to withstand time and trends

Education

Bachelor of Science in
Landscape Architecture, Texas
A&M University

Registrations

Registered Landscape Architect,
Texas || LEED AP

Years with Coleman & Associates

35 years

Relevant Project Experience

North Austin Complex, Phase 1

Texas Facilities Commission
Austin, TX

Hobby Building Plaza Renovation

Texas Facilities Commission
Austin, TX

Capitol Mall Renovation (Package 6)

Texas Facilities Commission
Austin, TX

1836 San Jacinto Blvd

Employee Retirement System of Texas
Austin, TX

1601 Congress Ave (Package 5)

Texas Facilities Commission
Austin, TX

Campus Headquarters

Texas Department of Transportation
Austin, TX



Matt Thrasher

AV-IT Manager & Designer | COMBS Consulting

Matt has over 20 years of experience in the design and implementation management of technology, audio/visual and security systems for clients in various market sectors including numerous projects for Texas Facilities Commission. For each project, Matt focuses on the client's short and long-term needs and offers a level of customer service that will exceed most clients' expectations.

Relevant Project Experience

Clements Building Elevator Lobby Renovation

Texas Facilities Commission
Austin, TX

DARS Building Renovation

Texas Facilities Commission
Austin, TX

Renovations at 14 State Office Buildings

Texas Facilities Commission
Austin, TX

MEP Improvements at 7 State Office Buildings

Texas Facilities Commission
Austin, TX

CPRIT Relocation

Texas Facilities Commission
Austin, TX

Education

Associates of Applied Science,
Florida Technical College II
Specialization in Electronics and
Telecommunications

Years with COMBS

9 years



Education

Associates of Applied Science,
LA Metro College

Years with COMBS

5 years

Ray Navarro

Security Designer | COMBS Consulting

Ray has over 40 years of experience in the security industry where he worked with various manufacturers and security software development and installation companies before moving to the consulting side of the business. He has worked on numerous projects for Texas Facilities Commission .

Relevant Project Experience

State Parking Garages

Texas Facilities Commission
Austin, TX

Texas School for the Deaf Security System Upgrades

Texas Facilities Commission
Austin, TX

Health & Human Services Deferred Maintenance Assessment

Texas Facilities Commission
Austin, TX

Deferred Maintenance at 5 State Office Buildings

Texas Facilities Commission
Austin, TX

Convention Center Cargo Marshaling Yard and Warehouse

City of Austin
Austin, TX

Dove Springs Public Health Facility

City of Austin
Austin, TX



Education

Bachelor of Science, Texas A&M
University, College Station, TX

Registrations

International Code Council – Bldg Code Official, Fire Code Official, Fire Marshal, Commercial Bldg Inspector, Bldg Plans Examiner, Residential Bldg Inspector, Fire Inspector I, Fire Inspector II, Fire Plans Examiner, Plumbing Plans Examiner, Mechanical Inspector, Plumbing Inspector

Years with FPCG

8 Years

Temple Kennedy

CBCO, CFCO

Fire Protection | Fire Protection Consulting Group

Temple Kennedy, a resident of San Antonio, brings seventeen years' experience and invaluable perspective to each project. He has worked as a general contractor which provided the first-hand knowledge of the construction process, facilitating his review and application of life safety standards. Additionally, Mr. Kennedy developed an in-depth understanding of the role and process of an authority having jurisdiction while working for the City of San Antonio Development Services Department. As a consultant in private practice, Mr. Kennedy has drawn on his experiences in construction and as an authority having jurisdiction, to strike a balance between the functional, the aesthetic and the code required, to achieve cost effective compliant solutions to design challenges.

Relevant Project Experience

Stassney Campus

Texas Department of Transportation
Austin, Texas

COSA Service Centers

City of San Antonio
San Antonio, Texas

City Hall

City of San Antonio
San Antonio, Texas

Bexar County Justice Center

Bexar County
San Antonio, Texas

Public Safety Headquarters

City of San Antonio
San Antonio, Texas

VI. References

We bring new ideas and innovative thinking to help our clients develop in-depth and comprehensive programs to address current issues and anticipate future needs and growth.

Point of Contact	Projects	Budget
Bexar County Dan Curry, Facilities Management Director 210.335.6735 dcurry@bexar.org	Bexar County Public Works Mission Reach Office Building, San Antonio, TX	\$16.1M
	Bexar County Workforce Training Center, San Antonio, TX	\$ 1 0 . 6 M (est)
Texas Department of Transsportation Brian Sweat, TxDOT Project Manager p: 512.416.3329 e: brian.sweat@txdot. gov	TxDOT Stassney Campus, Austin, TX	\$305M
New Braunfels Utilities Ryan Kelso, COO p: 830.629.8400 e: rkelso@nbutexas.com	New Braunfels Utilities Headquarters Campus, New Braunfels, TX	\$53M
City of San Antonio Razi Hosseini, PE, Director/City Engineer - Public Works Department p: 210.207.8022 e: razi.hosseini@san-an- tonio.gov	Henry B. Gonzalez Convention Center Expansion and Renovation, San Antonio, TX	\$308M
	Alamodome Renovations, San Antonio, TX	\$60M
	Stone Oak Parman Library, LEED Silver, San Antonio, TX	\$4.1M
City of Round Rock Chad McDowell, Development Director p: 928.237.0648 e: cmcdowell@roun- drocktexas.gov	City of Round Rock Sports Complex, Round Rock, TX	\$14.5M

69

Years in Workplace Design

4M

Square Feet Office Design

14+

Public Agencies across Texas

**San Antonio**

1020 NE Loop 410, Suite 201
San Antonio, Texas 78209
(210) 223-9492 Phone

Austin

900E 6th St., Suite 105
San Antonio, TX 78702
(512) 687-3423 Phone

Design. Done.

June 9, 2022		FIRMS																
Evaluation Criteria	Maximum Score Points	Collaborate Arch, LLC	Corgan Associates, INC	DLR Group	HDR Architecture, INC	KAH	KGA, INC	Lawrence Group	Market Square Architects	Marmon Mok	McKinney York Architects	MRB Group	Nassiri-Warren Group Architects	Parkhill, Smith & Cooper, Inc	PGAL	Studio8 Architects	Sunland Group, INC	
Is the firm registered with the Texas Board of Architectural Examiners (TBAE) Texas Board of Professional Engineers (TBPE) as an engineering firm in the State of Texas?	Pass/Fail	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	
Experience of the Firm and Sub-Consultants in Providing Architectural and Engineering Services in Central Texas	10	10	10	10	10	10	7	10	7	10	10	10	7	10	10	10	10	
Experience of the Staff assigned to this Specific Project	20	12	17	15	16	15	16	16	14	17	16	15	15	16	15	17	15	
Experience of Project Manager with Headquarter Facility Design	25	13	15	14	22	14	13	15	13	15	14	15	14	13	14	18	14	
Architectural Reference Check for Similar Completed Projects within Last 5 Years	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25	
Experience of the Firm and Sub-Consultants in Providing A/E Services for Headquarter Facility Design	20	10	18	12	17	12	10	13	10	15	14	14	14	13	14	15	14	
TOTAL EVALUATION POINTS	100	70	85	76	90	76	71	79	69	82	79	79	75	77	78	85	78	
Interview/ Presentation held 06.09.2022	20		14		8					20						15		
Total with Interview/ Presentation points	120		99		98					102						100		

[illegible]

Commissioners Court - Regular Session**45.****Meeting Date:** 06/28/2022

Approval of Ensuing Agreement for Construction Services for IFB #22IFB105 Live Oak Ranch Sub Phase 1

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 approving the Ensuing Agreement for Construction Services for Live Oak Ranch Sub Phase 1 Roadway and Drainage Improvements in the not-to-exceed amount of \$1,846,057.79 with Patin Construction, LLC, under IFB #22IFB105, and authorizing the execution of the agreement. Funding source is P487.

Background

On June 14, 2022, with agenda item #27, the Williamson County Commissioners' Court approved the award of IFB #22IFB105 Live Oak Ranch Sub Phase 1 Roadway and Drainage Improvements to provide materials, experienced roadway reconstruction crews and equipment to reconstruct the roadways in the Live Oak Ranch Sub Phase 1 to Patin Construction, LLC. This agenda item is for the approval of the Ensuing Agreement for Construction Services with the awarded vendor for this project. The funding source is P487 and the department point of contact is Terron Evertson.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Ensuing Agreement

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Johnny Grimaldo

Final Approval Date: 06/23/2022

Reviewed By

Joy Simonton

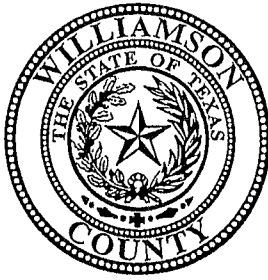
Becky Pruitt

Date

06/22/2022 08:29 PM

06/23/2022 08:36 AM

Started On: 06/21/2022 10:36 AM



Agreement for Construction Services

This Agreement ("Agreement") between Williamson County, Texas, a political subdivision of the State of Texas ("Owner") and PATIN CONSTRUCTION ("Contractor") is entered into in accordance with the following terms and conditions:

ARTICLE 1 SCOPE OF WORK: The Owner desires to retain Contractor to provide the construction services described herein. The Contractor shall have the overall responsibility for and shall provide complete construction services and furnish all materials, equipment, tools and labor as necessary or reasonably inferable to complete the following described construction services, or any phase of such services, in accordance with the Owner's requirements and the terms of this Agreement (hereinafter collectively referred to as the "Work"):

As described in the IFB Solicitation # 22IFB105, Live Oak Ranch Sub Phase 1 Roadway and Drainage; including the specifications set forth therein, which is incorporated herein as if copied in full.

ARTICLE 2 CONTRACT PRICE: Owner agrees to pay to the Contractor, for the satisfactory performance of the Work, the not-to-exceed amount of One Million, Eight Hundred Forty Six Thousand, Fifty-Seven dollars and Seventy- Nine cents, (\$1,846,057.79) in accordance with the terms and conditions of this Agreement.

ARTICLE 3 PLANS AND SPECIFICATIONS: The Work shall be performed pursuant to and in accordance with the following described plans and specifications, as well as any revisions made thereto:

As described in the IFB Solicitation # 22IFB105, Live Oak Ranch Sub Phase 1 Roadway and Drainage; including the specifications set forth therein, which is incorporated herein as if copied in full.

Additional Work: Should Owner choose to add additional work, such additional work shall be described in a separate written amendment to this Agreement wherein the additional work shall be described and the parties shall set forth the amount of compensation to be paid by Owner for the additional work. Contractor shall not begin any additional work and Owner shall not be obligated to pay for any additional work unless a written amendment to this Agreement has been signed by both parties.

ARTICLE 4 SUBSTANTIAL AND FINAL COMPLETION:

4.1 Commencement of Work. Contractor shall commence the Work upon instruction to do so from the Owner and Construction shall be deemed to have commenced on the date of such instruction.

4.2 Substantial Completion. "Substantial Completion" means the stage in the progress of the Work when the Work, or designated portions thereof, may still require minor modifications or adjustments but, in the Owner's opinion, the Work has progressed to the point such that all parts of the Work under consideration are fully operational and usable for intended purposes, as evidenced by a Certificate of Substantial Completion approved by the Owner. If a Certificate of Occupancy is required by public authorities having jurisdiction over the Work, said certificate shall be issued before the Work or any portion thereof is considered substantially complete. When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall notify Owner's Designated Representative (sometimes referred to as the "ODR") and request a determination as to whether the Work or designated portion thereof is substantially complete. If the ODR does not consider the Work substantially complete, the ODR will notify the Contractor giving reasons therefore. Failure on the Owner's part to list a reason does not alter the responsibility of the Contractor to complete all Work in accordance with the terms of this Agreement. After satisfactorily completing items identified by Owner's Designated Representative, the Contractor shall then submit another request for the ODR to determine Substantial Completion. If The ODR considers the Work substantially complete, The ODR will prepare and deliver a certificate of Substantial Completion which shall establish the date of Substantial Completion, shall include a punch list of items to be completed or corrected before final completion and final payment, shall establish the time within which the Contractor shall finish the punch list, and shall establish responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work, warranty and insurance. Failure to include an item on the punch list does not alter the responsibility of the Contractor to complete all Work in accordance with the terms and conditions of this Agreement. The certificate of Substantial Completion shall be signed by the Owner and the Contractor to evidence acceptance of the responsibilities assigned to them in such certificate.

Substantial Completion (as defined in this agreement) for all stages of the Work shall be achieved on or before the following Substantial Completion date:

DATE FOR SUBSTANTIAL COMPLETION: 75

Under no circumstances will the time for Substantial Completion exceed this date without a written amendment to this Agreement. **THE TIMES SET FORTH IN THE CONSTRUCTION DOCUMENTS ARE AN ESSENTIAL ELEMENT OF THE AGREEMENT. TIME LIMITS STATED IN THE CONTRACT DOCUMENTS ARE OF THE ESSENCE OF THIS AGREEMENT.**

4.3 Final Completion. The Work shall be fully and finally completed on or before _____; provided, however, Owner may extend said time period in the event bad weather affects the progress of the Work. Owner shall, at its sole discretion, determine when the Work has been fully and finally completed to its satisfaction.

4.4 Liquidated Damages. For each consecutive calendar day after the date of Substantial Completion that the Work is not Substantially Complete, the Owner may deduct the amount of \$500.00 from any money due or that becomes due the Contractor, not as a penalty but as liquidated damages representing the parties' estimate at the time of contract execution of the damages that the Owner will sustain for late completion. The parties stipulate and agree that calculating Owner's

actual damages for late completion of the Work would be impractical, unduly burdensome, and cause unnecessary delay and that the amount of daily liquidated damages set forth is reasonable.

ARTICLE 5 PAYMENT:

Contractor shall have a duty to submit to the ODR by the end of each month a statement showing the total value of the Work performed during such month. The statement shall also include the value of all sound materials delivered on the Work site and to be included in the Work and all partially completed Work, whether bid as a lump sum or a unit item, which in the opinion of the ODR is acceptable. The ODR shall examine and approve or modify and approve such statement. The Owner shall then pay the Contractor pursuant to Chapter 2251 of the Texas Government Code ("Texas Prompt Payment Act"), as set forth in Article 11.1 of this Agreement, the total amount of the approved statement less all previous payments and all further sums that may be retained by the Owner under the terms of this Agreement or under the law. **Statements are not considered "received" until reviewed by the ODR and an approved statement is submitted to the Williamson County Auditor's Office; therefore, Contractor must ensure timely delivery of statements for review and processing.**

At any time following the completion of all Work, including all punch list items, cleanup, and the delivery of record documents, the Contractor shall submit a certified application for final payment, including all sums held as retainage if any, to the ODR for its review and approval. Contractor shall submit, prior to or with the application for final payment, final copies of all close out documents, including maintenance and operating instructions, guarantees and warranties, certificates, and all other items required by this Agreement. Contractor shall also submit consent of surety to final payment, an affidavit that all payrolls, bills for materials and equipment, subcontracted work and other indebtedness connected with the Work, except as specifically noted, have been paid or will be paid or otherwise satisfied within the period of time required by Chapter 2251, Texas Government Code. Contractor shall furnish documentation establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of claims arising out of the Agreement. Owner is entitled to rely upon this affidavit and the Contractor may not submit a claim on behalf of a subcontractor or vendor if that claim has not been noted as an exception in the affidavit.

Owner may deduct from the final payment all sums due from Contractor for any reason, Liquidated Damages and all other deductions authorized by this Agreement.

Final payment shall constitute a waiver of all claims by the Contractor except those specifically identified in writing and submitted to the ODR prior to the application for final payment. Provided, however, that the Work shall not be deemed fully performed by the Contractor and closed until the expiration of all warranty periods.

ARTICLE 6 CONTRACTOR'S GENERAL RESPONSIBILITIES AND COVENANTS:

6.1 Contractor shall perform all services specifically allocated to it hereunder, as well as those services reasonably inferable and necessary for completion of the Work. The Contractor shall keep the Owner

informed of the progress and quality of the Work. Contractor agrees and acknowledges that Owner is entering into this Agreement in reliance on Contractor's represented expertise and ability to provide the Work described in this Agreement. Contractor agrees to use its best efforts, skill, judgment, and abilities to perform its obligations in accordance with the highest standards used in the profession and to further the interests of Owner in accordance with Owner's requirements and procedures.

6.2 Contractor's duties as set forth herein shall at no time be in any way diminished by reason of any approval by the Owner nor shall the Contractor be released from any liability by reason of such approval by the Owner, it being understood that the Owner at all times is ultimately relying upon the Contractor's skill and knowledge in performing the services required hereunder.

6.3 Contractor is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The safety program shall comply with all applicable requirements of the current federal Occupational Safety and Health Act and all other applicable federal, state and local laws and regulations.

6.4 Contractor shall be an independent contractor under this Agreement and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions in this agreement which may appear to give Owner the right to direct Contractor as to details of doing the Work herein covered or to exercise a measure of control over the Work shall be deemed to mean that Contractor shall follow the desires of Owner in the results of the Work only. Owner shall not retain or have the right to control the Contractor's means, methods or details pertaining to the Contractor's performance of the Work described herein, nor shall Owner have the power to direct the order in which Contractor's Work is performed under this agreement. Owner and Contractor hereby agree and declare that Contractor is an Independent Contractor and as such meets the qualifications of an Independent Contractor under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, that the Contractor is not an employee of Owner for purposes of this Agreement, and that the Contractor and its employees, agents and sub-subcontractors shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by Owner.

- 6.5** As part of Contractor obligation to coordinate the Work, Contractor shall:
- a. cooperate with the ODR and endeavor to further the interests of the Owner and the Work;
 - b. provide an on-site, full-time superintendent for the duration of the Work;
 - c. visit the Work site and inspect the existing facilities, systems and conditions to insure an accurate understanding of the existing conditions as required;
 - d. at Owner's request, attend public meetings and hearings concerning the development of the Work;
 - e. review all drawings, specifications, and other plans as they are developed by the Owner and/or its architect and advise Owner of any error, inconsistency or omission discovered in the drawings, specifications, and other plans;
 - f. review the drawings, specifications, and other plans for compliance with all applicable laws and code requirements;
 - g. advise Owner of any tests that should be performed;
 - h. organize and maintain a competent, full-time staff at the Work site with clearly defined lines of authority and communication as necessary to coordinate construction activities, monitor and direct progress of the Work;
 - i. attend Owner's regularly scheduled Work progress meetings and fully advise the ODR of the Work status including schedule, costs, quality and changes;
 - j. assist Owner in obtaining building permits and obtain special permits for permanent improvements as required by law; and

- k. shall coordinate, monitor and inspect the Work of subcontractors to ensure conformance with the drawings, specifications, other plans and with the terms of this Agreement.

6.6 Contractor shall identify every subcontractor it intends to use for the Work to the Owner in writing at least ten (10) days before entering into any subcontract. Contractor shall not use any subcontractor to which Owner has a reasonable objection. If Owner does not object to a particular subcontractor with said ten (10) days, such subcontract may be considered acceptable to Owner. Following Owner's acceptance of a subcontractor, that subcontractor shall not be changed without Owner's written consent, which shall not be unreasonably withheld.

6.7 Contractor's designated representative, which is set forth below Contractor's signature herein below, shall be responsible for the day-to-day management of the Work on behalf of Contractor. The designated representative shall be the Owner's primary contact during the Work and shall be available as required for the benefit of the Work and the Owner. The contractor's designated representative shall be authorized to act on behalf of and bind the Contractor in all matters related to the Work including, but not limited to, execution of Change Orders.

6.8 NO ALTERATIONS OR CHANGES SHALL BE MADE, HOWEVER, EXCEPT UPON THE WRITTEN ORDER OF THE OWNER, OR THE ODR.

6.9 Contractor shall promptly correct any defective Work at Contractor's sole expense, unless the Owner specifically agrees, in writing, to accept the Work.

6.10 Contractor shall maintain and deliver the close out documents that describe changes or deviations from the original drawings, specifications and plans that occurred during construction and that reflect the actual "As Built" conditions of the completed Work.

COMMISSIONING AND WARRANTY RESPONSIBILITIES

6.11 Contractor shall provide commissioning, starting and check-out services for the systems installed as a part of the Work prior to completion and acceptance. Operation manuals and instructions will be provided to the Owner, the systems will be demonstrated and training provided to Williamson County's operators upon completion and prior to acceptance.

6.12 Contractor hereby warrants that the materials and equipment provided for the Work will be of good quality and new unless otherwise required or permitted by the Owner; that the construction will be free from faults and defects; and that the construction will conform with the requirements of the plans, specifications, drawings and the terms of this Agreement.

6.13 Contractor shall provide warranty services for the Work for a full **12 months** (30 months for Work involving mechanical services, if any) following Final Completion and final payment. Just before the warranty period expires, Contractor shall attend an on-site meeting with the Owner to ensure that all warranty issues have been identified and properly remedied.

ARTICLE 7 OWNER'S RESPONSIBILITIES

7.1 The Owner shall:

- a. provide the general schedule for the Work provided Owner is of the opinion such schedule is necessary. The general schedule will set forth the Owner's plan for milestone dates and completion of the Work;
- b. identify a person as its ODR who is authorized to act in the Owner's behalf with respect to the Work. The ODR shall examine the documents submitted by the Contractor and shall render decisions on behalf of the Owner to the extent allowed by Texas law;
- c. at Owner's cost, will secure the services of surveyors, soils engineers, existing facility surveys, testing and balancing, environmental surveys or other special consultants to develop such additional information as may be necessary for the design or construction of the Work;
- d. furnish required information and services and shall render approvals and decisions as expeditiously as is consistent with reasonable skill and care and the orderly progress of the Contractor's services and of the Work;
- e. shall have the right to reject any defective Work. Should Contractor refuse or neglect to correct any such Work within a reasonable time after notice, Owner may have the Work corrected and recover all expenses incurred from Contractor on demand; and
- f. Owner shall furnish to the Contractor a sufficient number of plans, drawings and specifications sets.

ARTICLE 8 INSURANCE AND INDEMNITY

8.1 Insurance. The Contractor shall carry insurance in the types and amounts indicated below for the duration of the Agreement, which shall include items owned by Owner in the care, custody and control of Contractor prior to and during construction. Contractor must also complete and file the declaration pages from the insurance policies with Owner whenever a previously identified policy period expires during the term of the Agreement, as proof of continuing coverage. Contractor shall update all expired policies prior to submission of any payment requests hereunder. Failure to update policies shall be reason for payment to be withheld until evidence for renewal is provided to the Owner.

8.1.1 The Contractor shall provide and maintain, until the Work covered in this Agreement is completed and accepted by the Owner, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to Owner.

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

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

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

- e. Builder's Risk Insurance
(all risks)

An all risks policy shall be in the amount equal at all times to 100% of the Contract Sum. The policy shall include coverage for loss or damage caused by certified acts of terrorism as defined in the Terrorism Risk Insurance Act. The policy shall be issued in the name of the Contractor and shall name his Subcontractors as additional insureds. The Owner shall be named as a loss payee on the policy. The builders risk policy shall have endorsements as follow:

1. This insurance shall be specific as to coverage and not considered as contributing insurance with any permanent insurance maintained on the present premises. If off-site storage is permitted, coverage shall include transit and storage in an amount sufficient to protect property being transported or stored.
2. For renovation projects and or portions of work contained within an existing structure, the Owner waives subrogation for damage

by fire to existing building structure(s), if the Builder's Risk Policy has been endorsed to include coverage for existing building structure(s) in the amount described in the Special Conditions. However, Contractor shall not be required to obtain such an endorsement unless specifically required by the Special Conditions., in this Agreement. The aforementioned waiver of subrogation shall not be effective unless such endorsement is obtained.

f. Umbrella coverage in the amount of not less than \$1,000,000.

8.1.2 The above insurance requirements are not intended to be compounded with the Contractor's standing insurance policies. If the Contractor already has in force insurance policies which provide the required coverage, there is no need to purchase duplicate coverage for this Work.

8.1.3 Policies must include the following clauses, as applicable.

- a. "This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days prior written notice, or ten (10) days for non-payment of premium, has been given to Williamson County."
- b. "It is agreed that the Contractor's insurance shall be deemed primary with respect to any insurance or self insurance carried by Williamson County for liability arising out of operations under the Agreement with Williamson County."
- c. "Williamson County, its officials, directors, employees, representatives, and volunteers are added as additional insured as respects operations and activities of, or on behalf of the named insured performed under Agreement with the Owner." This is not applicable to the workers' compensation policy.
- d. "The workers' compensation and employers' liability policy will provide a waiver of subrogation in favor of Williamson County."

8.1.4 Workers' Compensation Insurance Coverage:

In the event that Contractor employs any individual to perform any portion of the Work, Contractor shall comply with Texas Labor Code, §406.096, which requires workers' compensation insurance coverage for all employees providing services on a building or construction project for a governmental entity.

a. Definitions:

(1) Certificate of Coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84),

showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the Duration of the Work.

(2) Duration of the Work - includes the time from the beginning of the Work until the Work has been completed and accepted by the Owner.

(3) Coverage – Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).

(4) Persons providing services relating to the Work ("subcontractor") - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform the Work, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owneroperators, employees of any such entity, or employees of any entity which furnishes persons to provide services in relation to the Work. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the Work, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- b. The Contractor shall provide Coverage, based on proper reporting of classification codes and payroll amounts and filing of any Coverage agreements, which meets the statutory requirements of Texas labor Code, §401.011(44) for all employees of the Contractor providing services in relation to the Work, for the Duration of the Work.
- c. The Contractor must provide a Certificate of Coverage to the Owner prior to or contemporaneously with the execution of this Agreement.
- d. If the Coverage period shown on the Contractor's current Certificate of Coverage ends during the Duration of the Work, the Contractor must, prior to the end of the Coverage period, file a new Certificate of Coverage with the Owner showing that Coverage has been extended.
- e. The Contractor shall obtain from each person providing services in relation to the Work, and provide to the Owner:
 - (1) a Certificate of Coverage, prior to that person beginning any of the Work, so the Owner will have on file Certificates of Coverage showing Coverage for all persons providing services in relation to the Work; and
 - (2) no later than seven days after receipt by the Contractor, a new Certificate of Coverage showing extension of Coverage, if the Coverage period shown on the current Certificate of Coverage ends during the Duration of the Work.
- f. The Contractor shall retain all required Certificates of Coverage for the Duration of the Work and for one year thereafter.
- g. The Contractor shall notify the Owner in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of Coverage of any person providing services in relation to the Work.
- h. The Contractor shall post on the Work site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services in relation to the Work that they are required to be covered, and stating how a person may verify Coverage and report lack of Coverage.
- i. By signing this Agreement or providing or causing to be provided a Certificate of Coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services in relation to the Work and all persons providing services in

relation to the Work will be covered by workers' compensation coverage for the Duration of the Work, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a selfinsured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

- j. The Contractor's failure to comply with any of these provisions is a breach of Agreement by the Contractor which entitles the Owner to declare the Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

8.1.5 The furnishing of the above listed insurance coverage must be tendered prior to execution of the Agreement, and in no event later than ten (10) calendar days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.

8.1.6 The Contractor shall not cause or allow any of its required insurance to be canceled, nor permit any insurance to lapse during the term of the Agreement or as required in the Agreement. If the Contractor fails to obtain, maintain or renew any insurance required by this Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

8.1.7 The Owner reserves the right to review the insurance requirements set forth in this Article during the effective period of the Agreement and to make reasonable adjustments to the insurance coverage and their limits when deemed necessary and prudent by the Owner based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.

8.1.8 The Owner shall be entitled, upon request, and without expense, to receive complete copies of the policies with all endorsements and may make any reasonable requests for deletion, or revision or modification of particular policy terms, conditions, limitations, or exclusions, except where policy provisions are established by law or regulation binding upon the Parties or the underwriter of any of such policies. Damages caused by the Contractor and not covered by insurance shall be paid by the Contractor.

8.1.9 Contractor shall be responsible for payment of premiums for all of the insurance coverages required under this Agreement. Contractor further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Contractor is responsible hereunder, Contractor shall be solely responsible for all deductibles and self-insured retentions. **Any deductibles or self-insured retentions over \$50,000 in the Contractor's insurance must be declared and approved in writing by Owner in advance.**

8.1.10 The Contractor shall contractually require each person or entity with whom it contracts to provide services in relation to the Work, to comply with each and every insurance requirement that Contractor must comply with hereunder. More specifically, each person or

entity with whom Contractor contracts to provide services on the in relation to the Work must comply with each insurance requirement under this Article 8 just as if such person or entity was the Contractor. Thus, every reference to Contractor under each insurance requirement of this Article 8 shall mean and include each person or entity with whom Contractor contracts to provide services in relation to the Work. If any such person or entity with whom Contractor contracts to provide services in relation to the Work fails to obtain, maintain or renew any insurance required by this Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

8.2 INDEMNITY.

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

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

8.3 Except for the obligation of Owner to pay Contractor the Contract Price pursuant to the terms of this Agreement, and to perform certain other obligations pursuant to the terms and conditions explicitly set forth herein, Owner shall have no liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement. Notwithstanding any obligation or liability of Owner to Contractor, no present or future partner or affiliate of Owner or any agent, officer, director, or employee of Owner, Williamson County, or of the various departments comprising Williamson County, or anyone claiming under Owner has or shall have any personal liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement.

ARTICLE 9 BONDS

9.1 Performance Bond. Upon execution of this Agreement, Contractor shall provide a Performance Bond in the amount of 100% of the Contract Price. The surety for a Performance Bond shall meet the requirements of Texas law.

9.2 Payment Bond. Upon execution of this Agreement, Contractor shall provide a Payment Bond in the amount of 100% of the Contract Price, as security for the true and faithful payment in full of all subcontractors and persons performing labor, services, materials, machinery, and fixtures in connection with the Work. The surety for a Payment Bond shall meet the requirements of Texas law.

9.3 Warranty Bond. Upon execution of this Agreement, Contractor shall provide a Warranty Bond in the amount of 20% of the Contract Price, as security for the true and faithful performance of all warranties set forth in Bid Documents and this Agreement.

ARTICLE 10 TERMINATION

10.1 Termination for Cause. If either party commits an Event of Breach (a breach of any of the covenants, terms and/or conditions of this Agreement), the non-breaching party shall deliver written notice of such Event of Breach to the breaching party. Such notice must specify the nature of the Event of Breach and inform the breaching party that unless the Event of Breach is cured within three (3) business days of receipt of the notice, additional steps may be taken to terminate this Agreement. If the breaching party begins a good faith attempt to cure the Event of Breach within three (3) business days, then and in that instance, the three (3) business day period may be extended by the non-breaching party, so long as the

breaching party continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the Event of Breach. If, in the opinion of the non-breaching party, the breaching party does not cure the breach within three (3) business days or otherwise fails to make any diligent attempt to correct the Event of Breach, the breaching party shall be deemed to be in breach and the non-breaching party may, in addition to seeking the remedies available hereunder and under the law, terminate this Agreement.

10.2 Termination for Convenience. The Owner may terminate this Agreement for convenience and without cause or further liability upon thirty (30) days written notice to Contractor. In the event of such termination, it is understood and agreed that only the amounts due to Contractor for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for Owner's termination of this Agreement for convenience.

ARTICLE 11 MISCELLANEOUS PROVISIONS

11.1 Interest and Late Payments. Except as otherwise specifically set forth herein, Owner's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Interest charges for any overdue payments shall be paid by Owner in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Owner's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

In the event that an error appears in an invoice/application for payment submitted by Contractor, Owner shall notify Contractor of the error not later than the twenty first (21st) day after the date Owner receives the invoice/application for payment. If the error is resolved in favor of Contractor, Contractor shall be entitled to receive interest on the unpaid balance of the invoice/application for payment submitted by Contractor beginning on the date that the payment for the invoice/application for payment became overdue. If the error is resolved in favor of the Owner, Contractor shall submit a corrected invoice/application for payment that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by Chapter 2251 of the Texas Government Code if the corrected invoice/application for payment is not paid by the appropriate date.

11.2 Assignment; Successors and Assigns. This Agreement is a personal service contract for the services of Contractor, and Contractor's interest in this Agreement, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.

11.3 Captions. The captions of paragraphs in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

11.4 Governing Law and Venue. This Agreement and all of the rights and obligations of the parties and all of the terms and conditions shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas without reference to its conflicts of law provisions. Williamson County where the Work site is located shall be the sole place of venue for any legal action arising from or related to this Agreement or the project in which the Owner is a party.

11.5 Waivers. No delay or omission by either party in exercising any right or power arising from non-compliance or failure of performance by the other party with any of the provisions of this Agreement shall impair or constitute a waiver of any such right or power. A waiver by either party of any covenant or

condition of this Agreement shall not be construed as a waiver of any subsequent breach of that or of any other covenant or condition of the Agreement.

11.6 Interpretation. In the event of any dispute over the meaning or application of any provision of the Contract Documents, the Contract Documents shall be interpreted fairly and reasonably, and neither more strongly for or against any party, regardless of the actual drafter of the Contract Documents.

11.7 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

11.8 Appointment. Owner hereby expressly reserves the right from time to time to designate by notice to Contractor a representative(s) to act partially or wholly for Owner in connection with the performance of Owner's obligations. Contractor shall act only upon instructions from the designated representative(s) unless otherwise specifically notified to the contrary.

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

11.10 Severability. Should any term or provision of this Agreement be held invalid or unenforceable in any respect, the remaining terms and provisions shall not be affected and this Agreement shall be construed as if the invalid or unenforceable term or provision had never been included.

11.11 No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to Owner, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Owner does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

11.12 Current Revenues. Under Texas law, a contract with a governmental entity that contains a claim against future revenues is void; therefore, each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

11.13 Compliance with Laws. Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, Contractor shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

11.14 Sales and Use Tax Exemption. Owner is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code Ann. § 151.309, as amended.

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

11.16 Force Majeure. If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance of this Agreement. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

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

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

11.19 Relationship of the Parties. Each party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

11.20 Appropriation of Funds by Owner. Owner believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. Contractor understands and agrees that the Owner's payment of amounts under this Agreement is contingent on the Owner receiving appropriations or other expenditure authority sufficient to allow the Owner, in the exercise of reasonable administrative discretion, to continue to make payments under this Agreement.

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

11.22 Entire Agreement. This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by each party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE OWNER HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

BY SIGNING BELOW, the Parties have executed and bound themselves to this Agreement to be effective as of the date of the last party's execution hereof (Effective Date).

OWNER:


WILLIAMSON COUNTY, TEXAS,
a political subdivision of the state of Texas

By: _____

Printed Name: _____

CONTRACTOR:

Patn Construction LLC

By:  _____

Printed Name: *Tim Patn*

Date: _____

Date: 6/20/22

Party Representatives

Owner's Designated Representative ("ODR"):

Phone _____

Fax _____

Title:

Contractor's Designated Representative:

Tim Patin
3800 West 2nd St.
Taylor, TX 76574

Phone 512-269-1071

Fax 512-269-1072

Title:

President

Commissioners Court - Regular Session**46.****Meeting Date:** 06/28/2022

Approval of Ensuing Agreement for Construction Services for IFB #22IFB104 CR 137

Submitted For: Joy Simonton**Submitted By:** Gretchen Glenn, Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action on approving the Ensuing Agreement for Construction Services with Smith Contracting Co., Inc. for CR 137 Widening and Overlay for Road in the not-to-exceed amount of \$1,698,586.60, under IFB #22IFB104, and authorizing the execution of the agreement.

Background

On June 14, 2022, with agenda item #28, the Williamson County Commissioner's Court approved the award of IFB #22IFB104 CR 137 Widening and Overlay to provide materials, experienced widening, milling, sealing, overlay, striping, and equipment to widen and resurface CR 137 to Smith Contracting Co., Inc. This agenda item is for the approval of the ensuing agreement with the awarded vendor for this project. The funding source is 01.0200.0210.003599, and the department point of contact is Terron Evertson.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Ensuing Agreement (signed)

Form Review**Inbox**

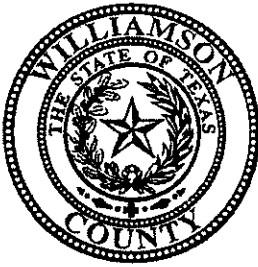
Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Gretchen Glenn
Final Approval Date: 06/23/2022

Reviewed By

Joy Simonton
Becky Pruitt

Date

06/22/2022 09:37 PM
06/23/2022 08:37 AM
Started On: 06/21/2022 11:49 AM



Agreement for Construction Services

This Agreement ("Agreement") between Williamson County, Texas, a political subdivision of the State of Texas ("Owner") and SMITH CONTRACTING CO, INC. ("Contractor") is entered into in accordance with the following terms and conditions:

ARTICLE 1 SCOPE OF WORK: The Owner desires to retain Contractor to provide the construction services described herein. The Contractor shall have the overall responsibility for and shall provide complete construction services and furnish all materials, equipment, tools and labor as necessary or reasonably inferable to complete the following described construction services, or any phase of such services, in accordance with the Owner's requirements and the terms of this Agreement (hereinafter collectively referred to as the "Work"):

As described in the IFB Solicitation # 22IFB104, CR 137 Widening and Overlay; including the specifications set forth therein, which is incorporated herein as if copied in full.

ARTICLE 2 CONTRACT PRICE: Owner agrees to pay to the Contractor, for the satisfactory performance of the Work, the not-to-exceed amount of One Million, Six Hundred Ninety-Eight Thousand, Five Hundred Eighty-Six dollars, and Sixty Cents (\$1,698,586.60) in accordance with the terms and conditions of this Agreement.

ARTICLE 3 PLANS AND SPECIFICATIONS: The Work shall be performed pursuant to and in accordance with the following described plans and specifications, as well as any revisions made thereto:

As described in the IFB Solicitation # 22IFB104, CR 137 Widening and Overlay; including the specifications set forth therein, which is incorporated herein as if copied in full.

Additional Work: Should Owner choose to add additional work, such additional work shall be described in a separate written amendment to this Agreement wherein the additional work shall be described and the parties shall set forth the amount of compensation to be paid by Owner for the additional work. Contractor shall not begin any additional work and Owner shall not be obligated to pay for any additional work unless a written amendment to this Agreement has been signed by both parties.

ARTICLE 4 SUBSTANTIAL AND FINAL COMPLETION:

4.1 Commencement of Work. Contractor shall commence the Work upon instruction to do so from the Owner and Construction shall be deemed to have commenced on the date of such instruction.

4.2 Substantial Completion. "Substantial Completion" means the stage in the progress of the Work when the Work, or designated portions thereof, may still require minor modifications or adjustments but, in the Owner's opinion, the Work has progressed to the point such that all parts of the Work under consideration are fully operational and usable for intended purposes, as evidenced by a Certificate of Substantial Completion approved by the Owner. If a Certificate of Occupancy is required by public authorities having jurisdiction over the Work, said certificate shall be issued before the Work or any portion thereof is considered substantially complete. When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall notify Owner's Designated Representative (sometimes referred to as the "ODR") and request a determination as to whether the Work or designated portion thereof is substantially complete. If the ODR does not consider the Work substantially complete, the ODR will notify the Contractor giving reasons therefore. Failure on the Owner's part to list a reason does not alter the responsibility of the Contractor to complete all Work in accordance with the terms of this Agreement. After satisfactorily completing items identified by Owner's Designated Representative, the Contractor shall then submit another request for the ODR to determine Substantial Completion. If The ODR considers the Work substantially complete, The ODR will prepare and deliver a certificate of Substantial Completion which shall establish the date of Substantial Completion, shall include a punch list of items to be completed or corrected before final completion and final payment, shall establish the time within which the Contractor shall finish the punch list, and shall establish responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work, warranty and insurance. Failure to include an item on the punch list does not alter the responsibility of the Contractor to complete all Work in accordance with the terms and conditions of this Agreement. The certificate of Substantial Completion shall be signed by the Owner and the Contractor to evidence acceptance of the responsibilities assigned to them in such certificate.

Substantial Completion (as defined in this agreement) for all stages of the Work shall be achieved on or before the following Substantial Completion date:

DATE FOR SUBSTANTIAL COMPLETION: 35 Working Days

Under no circumstances will the time for Substantial Completion exceed this date without a written amendment to this Agreement. **THE TIMES SET FORTH IN THE CONSTRUCTION DOCUMENTS ARE AN ESSENTIAL ELEMENT OF THE AGREEMENT. TIME LIMITS STATED IN THE CONTRACT DOCUMENTS ARE OF THE ESSENCE OF THIS AGREEMENT.**

4.3 Final Completion. The Work shall be fully and finally completed on or before 40 Working Days; provided, however, Owner may extend said time period in the event bad weather affects the progress of the Work. Owner shall, at its sole discretion, determine when the Work has been fully and finally completed to its satisfaction.

4.4 Liquidated Damages. For each consecutive calendar day after the date of Substantial Completion that the Work is not Substantially Complete, the Owner may deduct the amount of \$500.00 from any money due or that becomes due the Contractor, not as a penalty but as liquidated damages representing the parties' estimate at the time of contract execution of the damages that the Owner will sustain for late completion. The parties stipulate and agree that calculating Owner's actual damages for late completion of the Work would be impractical, unduly burdensome, and cause unnecessary delay and that the amount of daily liquidated damages set forth is reasonable.

ARTICLE 5 PAYMENT:

Contractor shall have a duty to submit to the ODR by the end of each month a statement showing the total value of the Work performed during such month. The statement shall also include the value of all sound materials delivered on the Work site and to be included in the Work and all partially completed Work, whether bid as a lump sum or a unit item, which in the opinion of the ODR is acceptable. The ODR shall examine and approve or modify and approve such statement. The Owner shall then pay the Contractor pursuant to Chapter 2251 of the Texas Government Code ("Texas Prompt Payment Act"), as set forth in Article 11.1 of this Agreement, the total amount of the approved statement less all previous payments and all further sums that may be retained by the Owner under the terms of this Agreement or under the law. **Statements are not considered "received" until reviewed by the ODR and an approved statement is submitted to the Williamson County Auditor's Office; therefore, Contractor must ensure timely delivery of statements for review and processing.**

At any time following the completion of all Work, including all punch list items, cleanup, and the delivery of record documents, the Contractor shall submit a certified application for final payment, including all sums held as retainage if any, to the ODR for its review and approval. Contractor shall submit, prior to or with the application for final payment, final copies of all close out documents, including maintenance and operating instructions, guarantees and warranties, certificates, and all other items required by this Agreement. Contractor shall also submit consent of surety to final payment, an affidavit that all payrolls, bills for materials and equipment, subcontracted work and other indebtedness connected with the Work, except as specifically noted, have been paid or will be paid or otherwise satisfied within the period of time required by Chapter 2251, Texas Government Code. Contractor shall furnish documentation establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of claims arising out of the Agreement. Owner is entitled to rely upon this affidavit and the Contractor may not submit a claim on behalf of a subcontractor or vendor if that claim has not been noted as an exception in the affidavit.

Owner may deduct from the final payment all sums due from Contractor for any reason, Liquidated Damages and all other deductions authorized by this Agreement.

Final payment shall constitute a waiver of all claims by the Contractor except those specifically identified in writing and submitted to the ODR prior to the application for final payment. Provided, however, that the Work shall not be deemed fully performed by the Contractor and closed until the expiration of all warranty periods.

ARTICLE 6 CONTRACTOR'S GENERAL RESPONSIBILITIES AND COVENANTS:

6.1 Contractor shall perform all services specifically allocated to it hereunder, as well as those services reasonably inferable and necessary for completion of the Work. The Contractor shall keep the Owner informed of the progress and quality of the Work. Contractor agrees and acknowledges that Owner is entering into this Agreement in reliance on Contractor's represented expertise and ability to provide the Work described in this Agreement. Contractor agrees to use its best efforts, skill, judgment, and abilities to

perform its obligations in accordance with the highest standards used in the profession and to further the interests of Owner in accordance with Owner's requirements and procedures.

6.2 Contractor's duties as set forth herein shall at no time be in any way diminished by reason of any approval by the Owner nor shall the Contractor be released from any liability by reason of such approval by the Owner, it being understood that the Owner at all times is ultimately relying upon the Contractor's skill and knowledge in performing the services required hereunder.

6.3 Contractor is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The safety program shall comply with all applicable requirements of the current federal Occupational Safety and Health Act and all other applicable federal, state and local laws and regulations.

6.4 Contractor shall be an independent contractor under this Agreement and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions in this agreement which may appear to give Owner the right to direct Contractor as to details of doing the Work herein covered or to exercise a measure of control over the Work shall be deemed to mean that Contractor shall follow the desires of Owner in the results of the Work only. Owner shall not retain or have the right to control the Contractor's means, methods or details pertaining to the Contractor's performance of the Work described herein, nor shall Owner have the power to direct the order in which Contractor's Work is performed under this agreement. Owner and Contractor hereby agree and declare that Contractor is an Independent Contractor and as such meets the qualifications of an Independent Contractor under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, that the Contractor is not an employee of Owner for purposes of this Agreement, and that the Contractor and its employees, agents and sub-subcontractors shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by Owner.

- 6.5** As part of Contractor obligation to coordinate the Work, Contract shall:
- a. cooperate with the ODR and endeavor to further the interests of the Owner and the Work;
 - b. provide an on-site, full-time superintendent for the duration of the Work;
 - c. visit the Work site and inspect the existing facilities, systems and conditions to insure an accurate understanding of the existing conditions as required;
 - d. at Owner's request, attend public meetings and hearings concerning the development of the Work;
 - e. review all drawings, specifications, and other plans as they are developed by the Owner and/or its architect and advise Owner of any error, inconsistency or omission discovered in the drawings, specifications, and other plans;
 - f. review the drawings, specifications, and other plans for compliance with all applicable laws and code requirements;
 - g. advise Owner of any tests that should be performed;
 - h. organize and maintain a competent, full-time staff at the Work site with clearly defined lines of authority and communication as necessary to coordinate construction activities, monitor and direct progress of the Work;
 - i. attend Owner's regularly scheduled Work progress meetings and fully advise the ODR of the Work status including schedule, costs, quality and changes;
 - j. assist Owner in obtaining building permits and obtain special permits for permanent improvements as required by law; and
 - k. shall coordinate, monitor and inspect the Work of subcontractors to ensure conformance with the drawings, specifications, other plans and with the terms of this Agreement.

6.6 Contractor shall identify every subcontractor it intends to use for the Work to the Owner in writing at least ten (10) days before entering into any subcontract. Contractor shall not use any subcontractor to which Owner has a reasonable objection. If Owner does not object to a particular subcontractor with said ten (10) days, such subcontract may be considered acceptable to Owner. Following Owner's acceptance of a subcontractor, that subcontractor shall not be changed without Owner's written consent, which shall not be unreasonably withheld.

6.7 Contractor's designated representative, which is set forth below Contractor's signature herein below, shall be responsible for the day-to-day management of the Work on behalf of Contractor. The designated representative shall be the Owner's primary contact during the Work and shall be available as required for the benefit of the Work and the Owner. The contractor's designated representative shall be authorized to act on behalf of and bind the Contractor in all matters related to the Work including, but not limited to, execution of Change Orders.

6.8 NO ALTERATIONS OR CHANGES SHALL BE MADE, HOWEVER, EXCEPT UPON THE WRITTEN ORDER OF THE OWNER, OR THE ODR.

6.9 Contractor shall promptly correct any defective Work at Contractor's sole expense, unless the Owner specifically agrees, in writing, to accept the Work.

6.10 Contractor shall maintain and deliver the close out documents that describe changes or deviations from the original drawings, specifications and plans that occurred during construction and that reflect the actual "As Built" conditions of the completed Work.

COMMISSIONING AND WARRANTY RESPONSIBILITIES

6.11 Contractor shall provide commissioning, starting and check-out services for the systems installed as a part of the Work prior to completion and acceptance. Operation manuals and instructions will be provided to the Owner, the systems will be demonstrated and training provided to Williamson County's operators upon completion and prior to acceptance.

6.12 Contractor hereby warrants that the materials and equipment provided for the Work will be of good quality and new unless otherwise required or permitted by the Owner; that the construction will be free from faults and defects; and that the construction will conform with the requirements of the plans, specifications, drawings and the terms of this Agreement.

6.13 Contractor shall provide warranty services for the Work for a full **12 months** (30 months for Work involving mechanical services, if any) following Final Completion and final payment. Just before the warranty period expires, Contractor shall attend an on-site meeting with the Owner to ensure that all warranty issues have been identified and properly remedied.

ARTICLE 7 OWNER'S RESPONSIBILITIES

7.1 The Owner shall:

- a. provide the general schedule for the Work provided Owner is of the opinion such schedule is necessary. The general schedule will set forth the Owner's plan for milestone dates and completion of the Work;
- b. identify a person as its ODR who is authorized to act in the Owner's behalf with respect to the Work. The ODR shall examine the documents submitted by the Contractor and shall render decisions on behalf of the Owner to the extent allowed by Texas law;
- c. at Owner's cost, will secure the services of surveyors, soils engineers, existing facility surveys, testing and balancing, environmental surveys or other special consultants to develop such additional information as may be necessary for the design or construction of the Work;
- d. furnish required information and services and shall render approvals and decisions as expeditiously as is consistent with reasonable skill and care and the orderly progress of the Contractor's services and of the Work;
- e. shall have the right to reject any defective Work. Should Contractor refuse or neglect to correct any such Work within a reasonable time after notice, Owner may have the Work corrected and recover all expenses incurred from Contractor on demand; and
- f. Owner shall furnish to the Contractor a sufficient number of plans, drawings and specifications sets.

ARTICLE 8 INSURANCE AND INDEMNITY

8.1 Insurance. The Contractor shall carry insurance in the types and amounts indicated below for the duration of the Agreement, which shall include items owned by Owner in the care, custody and control of Contractor prior to and during construction. Contractor must also complete and file the declaration pages from the insurance policies with Owner whenever a previously identified policy period expires during the term of the Agreement, as proof of continuing coverage. Contractor shall update all expired policies prior to submission of any payment requests hereunder. Failure to update policies shall be reason for payment to be withheld until evidence for renewal is provided to the Owner.

8.1.1 The Contractor shall provide and maintain, until the Work covered in this Agreement is completed and accepted by the Owner, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to Owner.

Type of Coverage	Limits of Liability
a. Worker's Compensation	Statutory
b. Employer's Liability	
Bodily Injury by Accident	\$500,000 Ea. Accident
Bodily Injury by Disease	\$500,000 Ea. Employee
Bodily Injury by Disease	\$500,000 Policy Limit
c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:	

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

- e. Builder's Risk Insurance
(all risks)

An all risks policy shall be in the amount equal at all times to 100% of the Contract Sum. The policy shall include coverage for loss or damage caused by certified acts of terrorism as defined in the Terrorism Risk Insurance Act. The policy shall be issued in the name of the Contractor and shall name his Subcontractors as additional insureds. The Owner shall be named as a loss payee on the policy. The builders risk policy shall have endorsements as follow:

1. This insurance shall be specific as to coverage and not considered as contributing insurance with any permanent insurance maintained on the present premises. If off-site storage is permitted, coverage shall include transit and storage in an amount sufficient to protect property being transported or stored.
2. For renovation projects and or portions of work contained within an existing structure, the Owner waives subrogation for damage by fire to existing building structure(s), if the Builder's Risk Policy has been endorsed to include coverage for existing building structure(s) in the amount described in the Special Conditions.

However, Contractor shall not be required to obtain such an endorsement unless specifically required by the Special Conditions., in this Agreement. The aforementioned waiver of subrogation shall not be effective unless such endorsement is obtained.

f. Umbrella coverage in the amount of not less than \$1,000,000.

8.1.2 The above insurance requirements are not intended to be compounded with the Contractor's standing insurance policies. If the Contractor already has in force insurance policies which provide the required coverage, there is no need to purchase duplicate coverage for this Work.

8.1.3 Policies must include the following clauses, as applicable.

- a. "This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days prior written notice, or ten (10) days for non-payment of premium, has been given to Williamson County."
- b. "It is agreed that the Contractor's insurance shall be deemed primary with respect to any insurance or self insurance carried by Williamson County for liability arising out of operations under the Agreement with Williamson County."
- c. "Williamson County, its officials, directors, employees, representatives, and volunteers are added as additional insured as respects operations and activities of, or on behalf of the named insured performed under Agreement with the Owner." This is not applicable to the workers' compensation policy.
- d. "The workers' compensation and employers' liability policy will provide a waiver of subrogation in favor of Williamson County."

8.1.4 Workers' Compensation Insurance Coverage:

In the event that Contractor employs any individual to perform any portion of the Work, Contractor shall comply with Texas Labor Code, §406.096, which requires workers' compensation insurance coverage for all employees providing services on a building or construction project for a governmental entity.

a. Definitions:

- (1) Certificate of Coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the Duration of the Work.
- (2) Duration of the Work - includes the time from the beginning of the Work until the Work has been completed and accepted by the Owner.

(3) Coverage – Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).

(4) Persons providing services relating to the Work ("subcontractor") - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform the Work, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owneroperators, employees of any such entity, or employees of any entity which furnishes persons to provide services in relation to the Work. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the Work, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- b. The Contractor shall provide Coverage, based on proper reporting of classification codes and payroll amounts and filing of any Coverage agreements, which meets the statutory requirements of Texas labor Code, §401.011(44) for all employees of the Contractor providing services in relation to the Work, for the Duration of the Work.
- c. The Contractor must provide a Certificate of Coverage to the Owner prior to or contemporaneously with the execution of this Agreement.
- d. If the Coverage period shown on the Contractor's current Certificate of Coverage ends during the Duration of the Work, the Contractor must, prior to the end of the Coverage period, file a new Certificate of Coverage with the Owner showing that Coverage has been extended.
- e. The Contractor shall obtain from each person providing services in relation to the Work, and provide to the Owner:
 - (1) a Certificate of Coverage, prior to that person beginning any of the Work, so the Owner will have on file Certificates of Coverage showing Coverage for all persons providing services in relation to the Work; and
 - (2) no later than seven days after receipt by the Contractor, a new Certificate of Coverage showing extension of Coverage, if the Coverage period shown on the current Certificate of Coverage ends during the Duration of the Work.
- f. The Contractor shall retain all required Certificates of Coverage for the Duration of the Work and for one year thereafter.
- g. The Contractor shall notify the Owner in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of Coverage of any person providing services in relation to the Work.
- h. The Contractor shall post on the Work site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services in relation to the Work that they are required to be covered, and stating how a person may verify Coverage and report lack of Coverage.
- i. By signing this Agreement or providing or causing to be provided a Certificate of Coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services in relation to the Work and all persons providing services in relation to the Work will be covered by workers' compensation coverage for the Duration of the Work, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a selfinsured, with the commission's Division of Self-

Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

- j. The Contractor's failure to comply with any of these provisions is a breach of Agreement by the Contractor which entitles the Owner to declare the Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

8.1.5 The furnishing of the above listed insurance coverage must be tendered prior to execution of the Agreement, and in no event later than ten (10) calendar days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.

8.1.6 The Contractor shall not cause or allow any of its required insurance to be canceled, nor permit any insurance to lapse during the term of the Agreement or as required in the Agreement. If the Contractor fails to obtain, maintain or renew any insurance required by this Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

8.1.7 The Owner reserves the right to review the insurance requirements set forth in this Article during the effective period of the Agreement and to make reasonable adjustments to the insurance coverage and their limits when deemed necessary and prudent by the Owner based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.

8.1.8 The Owner shall be entitled, upon request, and without expense, to receive complete copies of the policies with all endorsements and may make any reasonable requests for deletion, or revision or modification of particular policy terms, conditions, limitations, or exclusions, except where policy provisions are established by law or regulation binding upon the Parties or the underwriter of any of such policies. Damages caused by the Contractor and not covered by insurance shall be paid by the Contractor.

8.1.9 Contractor shall be responsible for payment of premiums for all of the insurance coverages required under this Agreement. Contractor further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Contractor is responsible hereunder, Contractor shall be solely responsible for all deductibles and self-insured retentions. **Any deductibles or self-insured retentions over \$50,000 in the Contractor's insurance must be declared and approved in writing by Owner in advance.**

8.1.10 The Contractor shall contractually require each person or entity with whom it contracts to provide services in relation to the Work, to comply with each and every insurance requirement that Contractor must comply with hereunder. More specifically, each person or entity with whom Contractor contracts to provide services on the in relation to the Work must comply with each insurance requirement under this Article 8 just as if such person or entity was the Contractor. Thus, every reference to Contractor under each insurance requirement of this Article 8 shall mean and include each person or entity with whom Contractor contracts to provide

services in relation to the Work. If any such person or entity with whom Contractor contracts to provide services in relation to the Work fails to obtain, maintain or renew any insurance required by this Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

8.2 INDEMNITY.

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

8.2.2 INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF OWNER'S CHOOSING), AND HOLD HARMLESS OWNER, AND

OWNER'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF CONTRACTOR OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

8.3 Except for the obligation of Owner to pay Contractor the Contract Price pursuant to the terms of this Agreement, and to perform certain other obligations pursuant to the terms and conditions explicitly set forth herein, Owner shall have no liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement. Notwithstanding any obligation or liability of Owner to Contractor, no present or future partner or affiliate of Owner or any agent, officer, director, or employee of Owner, Williamson County, or of the various departments comprising Williamson County, or anyone claiming under Owner has or shall have any personal liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement.

ARTICLE 9 BONDS

9.1 Performance Bond. Upon execution of this Agreement, Contractor shall provide a Performance Bond in the amount of 100% of the Contract Price. The surety for a Performance Bond shall meet the requirements of Texas law.

9.2 Payment Bond. Upon execution of this Agreement, Contractor shall provide a Payment Bond in the amount of 100% of the Contract Price, as security for the true and faithful payment in full of all subcontractors and persons performing labor, services, materials, machinery, and fixtures in connection with the Work. The surety for a Payment Bond shall meet the requirements of Texas law.

9.3 Warranty Bond. Upon execution of this Agreement, Contractor shall provide a Warranty Bond in the amount of 20% of the Contract Price, as security for the true and faithful performance of all warranties set forth in Bid Documents and this Agreement.

ARTICLE 10 TERMINATION

10.1 Termination for Cause. If either party commits an Event of Breach (a breach of any of the covenants, terms and/or conditions of this Agreement), the non-breaching party shall deliver written notice of such Event of Breach to the breaching party. Such notice must specify the nature of the Event of Breach and inform the breaching party that unless the Event of Breach is cured within three (3) business days of receipt of the notice, additional steps may be taken to terminate this Agreement. If the breaching party begins a good faith attempt to cure the Event of Breach within three (3) business days, then and in that instance, the three (3) business day period may be extended by the non-breaching party, so long as the breaching party continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the Event of Breach. If, in the opinion of the non-breaching party, the breaching party does not cure the breach within three (3) business days or otherwise fails to make any diligent attempt to correct

the Event of Breach, the breaching party shall be deemed to be in breach and the non-breaching party may, in addition to seeking the remedies available hereunder and under the law, terminate this Agreement.

10.2 Termination for Convenience. The Owner may terminate this Agreement for convenience and without cause or further liability upon thirty (30) days written notice to Contractor. In the event of such termination, it is understood and agreed that only the amounts due to Contractor for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for Owner's termination of this Agreement for convenience.

ARTICLE 11 MISCELLANEOUS PROVISIONS

11.1 Interest and Late Payments. Except as otherwise specifically set forth herein, Owner's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Interest charges for any overdue payments shall be paid by Owner in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Owner's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

In the event that an error appears in an invoice/application for payment submitted by Contractor, Owner shall notify Contractor of the error not later than the twenty first (21st) day after the date Owner receives the invoice/application for payment. If the error is resolved in favor of Contractor, Contractor shall be entitled to receive interest on the unpaid balance of the invoice/application for payment submitted by Contractor beginning on the date that the payment for the invoice/application for payment became overdue. If the error is resolved in favor of the Owner, Contractor shall submit a corrected invoice/application for payment that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by Chapter 2251 of the Texas Government Code if the corrected invoice/application for payment is not paid by the appropriate date.

11.2 Assignment; Successors and Assigns. This Agreement is a personal service contract for the services of Contractor, and Contractor's interest in this Agreement, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.

11.3 Captions. The captions of paragraphs in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

11.4 Governing Law and Venue. This Agreement and all of the rights and obligations of the parties and all of the terms and conditions shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas without reference to its conflicts of law provisions. Williamson County where the Work site is located shall be the sole place of venue for any legal action arising from or related to this Agreement or the project in which the Owner is a party.

11.5 Waivers. No delay or omission by either party in exercising any right or power arising from non-compliance or failure of performance by the other party with any of the provisions of this Agreement shall impair or constitute a waiver of any such right or power. A waiver by either party of any covenant or condition of this Agreement shall not be construed as a waiver of any subsequent breach of that or of any other covenant or condition of the Agreement.

11.6 Interpretation. In the event of any dispute over the meaning or application of any provision of the Contract Documents, the Contract Documents shall be interpreted fairly and reasonably, and neither more strongly for or against any party, regardless of the actual drafter of the Contract Documents.

11.7 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

11.8 Appointment. Owner hereby expressly reserves the right from time to time to designate by notice to Contractor a representative(s) to act partially or wholly for Owner in connection with the performance of Owner's obligations. Contractor shall act only upon instructions from the designated representative(s) unless otherwise specifically notified to the contrary.

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

11.10 Severability. Should any term or provision of this Agreement be held invalid or unenforceable in any respect, the remaining terms and provisions shall not be affected and this Agreement shall be construed as if the invalid or unenforceable term or provision had never been included.

11.11 No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to Owner, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Owner does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

11.12 Current Revenues. Under Texas law, a contract with a governmental entity that contains a claim against future revenues is void; therefore, each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

11.13 Compliance with Laws. Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, Contractor shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

11.14 Sales and Use Tax Exemption. Owner is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code Ann. § 151.309, as amended.

11.15 Texas Public Information Act. To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't Code 552.001 *et seq.*, as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that Owner, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in

regard to the application of the Public Information Act to any information or data furnished to Owner whether or not the same are available to the public. It is further understood that Owner, its officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Owner, its officers and employees shall have no liability or obligation to Contractor for the disclosure to the public, or to any person or persons, of any software or a part thereof, or other items or data furnished to Owner by Contractor in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

11.16 Force Majeure. If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance of this Agreement. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

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

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

11.19 Relationship of the Parties. Each party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

11.20 Appropriation of Funds by Owner. Owner believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. Contractor understands and agrees that the Owner's payment of amounts under this Agreement is contingent on the Owner receiving

appropriations or other expenditure authority sufficient to allow the Owner, in the exercise of reasonable administrative discretion, to continue to make payments under this Agreement.

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

11.22 Entire Agreement. This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by each party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE OWNER HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

BY SIGNING BELOW, the Parties have executed and bound themselves to this Agreement to be effective as of the date of the last party's execution hereof (Effective Date).

OWNER:

WILLIAMSON COUNTY, TEXAS,
a political subdivision of the state of Texas

By: _____

Printed Name: _____

CONTRACTOR:

By:  _____

Printed Name: _____

Date: _____

Travis Ragland
Date: 6/20/22

Party Representatives

Owner's Designated Representative ("ODR"):

Phone _____

Fax _____

Title:

Contractor's Designated Representative:

Travis Ragland
15308 Ginger St.
Austin, TX 78728

Phone 512.990.7640

Fax 512.990.7855

Title: President

Commissioners Court - Regular Session**47.****Meeting Date:** 06/28/2022

Award of IFB #22IFB114 Aggregates for Surface Treatment Type D to Capitol Aggregates for Road & Bridge Department

Submitted For: Joy Simonton**Submitted By:** Stephanie Robles, Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action on awarding IFB #22IFB114 Aggregates for Surface Treatment Type D to Capitol Aggregates.

Background

Williamson County sent out over one thousand forty (1,040) notifications with twenty-three (23) document takers and one (1) submitting firm. Williamson County received bids from qualified companies to provide Aggregates Type D for Surface Treatments for Construction and Maintenance of Highways, Streets and Bridges. The initial term of this contract is for one (1) year with two (2) optional twelve (12) month renewals. The approved budget for this commodity is \$170,000.00. Funding source: 01.0200.0210.003556. The point of contact is Matt Williamson.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Recommendation Letter

Vendor Tabulation

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Stephanie Robles

Final Approval Date: 06/23/2022

Reviewed By

Joy Simonton

Becky Pruitt

Date

06/22/2022 08:39 PM

06/23/2022 08:37 AM

Started On: 06/22/2022 11:22 AM



June 17, 2022

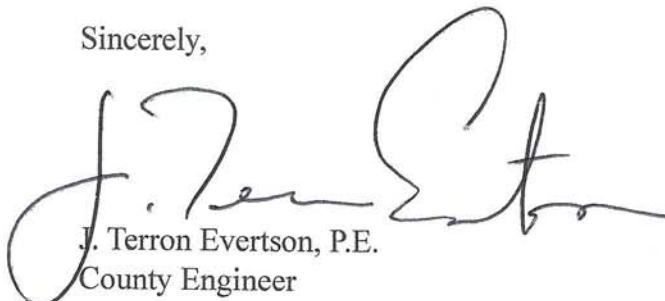
Ms. Joy Simonton
Director/Purchasing Agent
Williamson County Purchasing Department
100 Wilco Way, Suite P101
Georgetown, Texas 78626

Subject: Recommendation for IFB #22IFB114 – Aggregates for Surface Treatment Type D

After reviewing all the pertinent information, we have concluded that Capitol Aggregates submitted the overall lowest and best offer for the 22IFB114 bid, Aggregates for Surface Treatment Type D. I recommend to the Williamson County Commissioners Court that they award Capitol Aggregates the vendor for IFB #22IFB114 - Aggregates for Surface Treatment Type D.

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

Sincerely,



J. Terron Evertson, P.E.
County Engineer
Williamson County, TX

BID FORM
22IFB114 AGGREGATES FOR SURFACE TREATMENT TYPE D
WILLIAMSON COUNTY- TEXAS
CAPITOL AGGREGATES

ITEM #	DESCRIPTION	Estimated Quantity	UNIT	UNIT COST PICKED UP	UNIT COST DELIVERED
1	Aggregate, TxDot Item 302, Type D, Grade 3	3000	TON	\$26.00	\$43.50
2	Aggregate, TxDot Item 302, Type D, Grade 4 MOD A	4500	TON	\$26.00	\$43.50
3	Aggregate, TxDot Item 302, Type D, Grade 4 MOD B	4500	TON	\$26.00	\$43.50

Commissioners Court - Regular Session**48.****Meeting Date:** 06/28/2022

Flood Plain Maps Update (Atlas 14) Doucet Contract Amendment No. 2

Submitted By: Marie Walters, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action on Contract Amendment No. 2 to RFQ #2572 Flood Plain Maps Update (Atlas 14 Mapping) contract between Williamson County and Doucet & Associates, Inc. relating to the LRTP Program.

Project: P583

Fund Source: LRTP and CIP

Background

Doucet & Associates, Inc. Contract Amendment No. 2 updates the Exhibit D - Rate Schedule in the Master contract utilizing the CPI Rate Adjustment Language. No other changes are proposed through this amendment.

Fiscal Impact

From/To	Acct No.	Description	Amount
---------	----------	-------------	--------

Attachments

FloodPlainMapsUpdate-DA-ContractAmendment2

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Marie Walters

Final Approval Date: 06/23/2022

Reviewed By

Becky Pruitt

Date

06/23/2022 11:39 AM

Started On: 06/23/2022 09:47 AM

CONTRACT AMENDMENT NO. 2
TO
WILLIAMSON COUNTY CONTRACT FOR
ENGINEERING SERVICES

WILLIAMSON COUNTY ROAD BOND PROJECT:
Flood Plain Maps Update (ATLAS 14 Mapping) ("Project")

THIS CONTRACT AMENDMENT NO. 2 to Williamson County Contract for Engineering Services is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Doucet & Associates, Inc. (the "Engineer") and becomes effective as of the date of the last party's execution below.

WHEREAS, the County and the Engineer executed the Williamson County Contract for Engineering Services dated effective March 23, 2021 (the "Contract");

WHEREAS, pursuant to Article 14 of the Contract, the terms of the Contract may be modified by a written fully executed Contract Amendment;

WHEREAS, the "Compensation Cap" under Article 5 of the Contract limits the maximum amount payable under the Contract to \$3,343,000.00; and,

WHEREAS, the Rate Schedule in Exhibit D of the Contract are limited to the rates noted in said Exhibit D; and,

WHEREAS, it has become necessary to amend the Contract.

AGREEMENT

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

- I. The hourly Rates in the original Exhibit D of the Contract are hereby amended as shown in the attached revised Exhibit D (must be attached).

All other terms of the Contract are unchanged and will remain in full force and effect.

IN WITNESS WHEREOF, the County and the Engineer have executed this Contract Amendment, in duplicate, to be effective as of the date of the last party's execution below.

ENGINEER:

By: Duke L. Altman
Signature

Duke Altman
Printed Name

Vice President
Title

June 22, 2022
Date

COUNTY:

By: _____
Signature

Printed Name

Title

Date


6/23/2022

Exhibit D

<u>Personnel</u>	<u>Hourly Fee</u>	<u>Personnel</u>	<u>Hourly Fee</u>
Principal Engineer (PE)	\$265.98	Principal Surveyor (RPLS)	\$265.98
Senior Project Manager	\$244.70	Project Manager (RPLS)	\$223.42
Project Manager	\$212.78	Project Coordinator	\$148.95
Senior Project Engineer (PE)	\$196.82	Survey Specialist	\$138.31
Project Engineer III	\$180.86	Survey Technician	\$111.71
Project Engineer II	\$170.22		
Project Engineer I	\$154.77	GIS Specialist	\$138.31
Engineer Associate II	\$138.31	GIS Technician	\$106.39
Engineer Associate I	\$122.35	LiDAR Specialist	\$138.31
		LiDAR Technician	\$106.39
		Aerial Mapping Specialist	\$138.31
Sr. Construction Manager	\$159.59	Aerial Mapping Technician	\$106.39
Construction Manager	\$117.03	Utility Specialist	\$138.31
Construction Manager	\$117.03	Utility Technician	\$106.39
		Field Coordinator	\$148.95
Sr. Civil Technician	\$148.95	Field Specialist	\$117.03
Civil Technician	\$132.99	Crew of 1	\$122.35
Assistant Civil Technician	\$122.35	Crew of 2	\$170.22
		Crew of 3	\$223.42
Senior Planner (AICP)	\$180.86	Division Administrator	\$106.39
Project Planner	\$164.90		
Staff Planner	\$122.35		
Planning Technician	\$111.71		
Sr. Operations Assistant	\$106.39	LiDAR Scanner	\$105.00
Operations Assistant	\$79.79	Drone	\$635.00
		Ground Targets	\$26/ea.
		Concrete Monuments	\$265/ea.
Expert Witness	\$558.55	ATV/Boat/Sonar	\$105/day
		Mileage	Current IRS Rate

Wilco March 2022

CPI index value for March 2021 = 255.319
Latest CPI index Value January 2022 = 271.634
Reflects a 6.39% increase



Mr. Duke Altman, PE, CFM
Doucet & Associates, Inc.
7401 B. Hwy 71 West, Ste. 160
Austin, TX 78735

February 25, 2022

Re: Scheibe 2022 Rate Schedule (Revised #3)

Dear Mr. Altman,

Following is our 2022 rate schedule that we request to be used for the Williamson County Floodplain Map Update Study.

Title	Original Rate	2022 Rate
Principal	\$ 230.00	\$ 244.70
Senior Engineer	\$ 195.00	\$ 207.46
Engineer III	\$ 175.00	\$ 186.18
Engineer II	\$ 150.00	\$ 159.59
Engineer I	\$ 135.00	\$ 143.63
EIT III	\$ 130.00	\$ 138.31
EIT II	\$ 120.00	\$ 127.67
EIT I	\$ 110.00	\$ 117.03
Admin	\$ 75.00	\$ 79.79

Please feel free to contact us if you have any questions at 512-263-0418.

Sincerely,

Scheibe Consulting, LLC

A handwritten signature in black ink, appearing to read "Eric", with a stylized flourish at the end.

Eric Scheibe, PE, CFM
President

escheibe@scheibeconsulting.com

Commissioners Court - Regular Session**49.****Meeting Date:** 06/28/2022

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 2 claims for moving expenses related to the right of way acquisition on Sam Bass Road--Parcel 13. Funding Source: Road Bonds P462

Unit C15- Mariani

Unit 046- Cooke

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Unit 046

Unit C15

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 06/23/2022

Reviewed By

Becky Pruitt

Date

06/23/2022 10:51 AM

Started On: 06/22/2022 02:57 PM

CLAIM FOR ACTUAL MOVING EXPENSES

Print or Type All Information				
1. Name of Claimant(s) Mike Cooke		Parcel No: 13	County: Williamson	
<input checked="" type="checkbox"/> Individual Storage Unit #046		Project: Corridor H/Sam Bass Rd		
2. Address of Property Acquired by Williamson County: [Redacted] Claimant's Telephone No: [Redacted] Email: [Redacted]		3. Address Moved To: [Redacted] [Redacted] s [Redacted], [Redacted] 78336		
4. Occupancy of Property Acquired by Williamson County: From (Date): 03/15/2017 To (Date of Move): 09/30/2021 <input type="checkbox"/> Owner/Occupant <input checked="" type="checkbox"/> Tenant		5. Distance Moved: Miles 250 7. Mover's Name and Address: Self-Move based off approved fee schedule ENCLOSED TRAILER		
6. Controlling Dates		9. Amount of Claim:		
a. First Offer in Negotiation	Mo. 05	Day 11	Yr. 2020	<div style="display: flex; justify-content: space-between;"> <div>Moving Expenses</div> <div>\$250.00</div> </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div>Total Amount</div> <div>\$250.00</div> </div>
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				
<p>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.</p> <p>06/11/2022. <u>Mike Cooke</u> Signature Claimant</p> <p>Date of Claim: _____ Signature Claimant</p>				
Spaces Below to be Completed by Williamson County				
<p>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:</p> <div style="display: flex; justify-content: space-between; align-items: flex-end; margin-top: 20px;"> <div style="text-align: center;"> <p>Amount of \$ 250.00</p> <p><u>6-21-2022</u></p> <p>Date</p> </div> <div style="text-align: center;"> <p>Relocation Agent</p> </div> </div> <div style="display: flex; justify-content: space-between; align-items: flex-end; margin-top: 20px;"> <div style="text-align: center;"> <p>_____</p> <p>Date</p> </div> <div style="text-align: center;"> <p>_____</p> <p>Williamson County Judge</p> </div> </div>				

Parcel 13 Sam Bass Road			Displacee Name <u>Mike Cooke</u>
Tenant Personal Property Relocation Estimate			Unit Number <u>046</u>
			Comments: <div style="background-color: black; width: 100px; height: 20px; display: inline-block;"></div> 2 <div style="background-color: black; width: 150px; height: 20px; display: inline-block;"></div> m
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: Mike Cooke

Unit/Space #: 46

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.

Mike Cooke
Signature

Date: 06/11/2022

Signature

Date:

Incorporated Business, Farm or Nonprofit Organizations

I certify that I have signature authority for this entity and such entity is lawfully incorporated under the applicable state's laws and authorized to conduct business within the United States.

N/A

Claimant

Date:

PLEASE COMPLETE, SIGN, DATE AND RETURN

RIGHT OF WAY OF TEXAS, LLC

6101 W. COURTYARD DRIVE, BLDG. 1, STE. 125, AUSTIN, TX 78730
(O) (512) 372-6220 (F) (512) 372-6221

ACKNOWLEDGMENT BY TENANT

CORRIDOR H/SAM BASS ROAD

PARCEL 13

SAM BASS STORAGE

UNIT #46

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:

Mike Cooke

Signature

06/22/2022

Date

Mike Cooke

Print Name

#46

UNIT

Phone [REDACTED] 2

Email [REDACTED]m

PLEASE COMPLETE, SIGN, DATE AND RETURN

Contact Notes

Project Corridor H/Sam Bass Road
Parcel 13

Unit # 046

Name Mike Cooke

Phone 2

il o.com

Date	Comments
07-23-2021	Letter notifying of project and move date and relocation eligibility.
08-02-2021	Letter returned as undeliverable
08-11-2021	Resent letter by email
10-28-2021	Email asking for response to July letter.
11-23-2021	Move Verified
03-02-2022	Email stating, they have 18 months to file a claim
03-03-2022	Received call from Mike Cooke asking about move benefits, I explained the project and relocation benefits for moving his enclosed trailer. I told him I would prepare claim forms and send to him.
03-07-2022	Prepared claim documents and sent to Mr. Cooke for signature.
06-10-2022	Sent final notice requesting the return of signed claim documents to Mr. Cooke.
06-14-2022	Mike Cooke returned the requested signed claim documents.
06-21-2022	Claim Package prepared and sent to Sheets and Crossfield for approval and payment.

CLAIM FOR ACTUAL MOVING EXPENSES

Print or Type All Information				
1. Name of Claimant(s) Rodrigo Vieira Mariani RODRIGO VIEIRA MARIANI		Parcel No: 13	County: Williamson	
			Project: Corridor H/Sam Bass Rd	
<input checked="" type="checkbox"/> Individual Storage Unit #C15				
2. Address of Property Acquired by Williamson County: 4700 Sam Bass Road Round Rock, Texas 78681 Claimant's Telephone No.: [REDACTED] 8 Email		3. Address Moved To: STORAGE MAX 3019 N INTERSTATE HIGHWAY 35 ROUND ROCK, TX, 78664		
4. Occupancy of Property Acquired by Williamson County: From (Date): 2018 To (Date of Move): 10-28-21 <input type="checkbox"/> Owner/Occupant <input checked="" type="checkbox"/> Tenant		5. Distance Moved: 7 Miles		
6. Controlling Dates		7. Mover's Name and Address:		
	Mo.	Day	Yr.	Self-Move based off approved fee schedule BOAT
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		9. Amount of Claim:		
Place Stored (Name and Address): N/A		Moving Expenses \$300.00		
10. Temporary Lodging (attach explanation) From (Date): N/A To (Date of Move): N/A		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.				
<div> <div>6/14/2022</div> <div>Signature Claimant</div> <div>Signature Claimant</div> </div>				
<div> <div>6-21-2022</div> <div>Date</div> </div>				
<div> <div>Relocation Agent</div> <div>Williamson County Judge</div> </div>				

Parcel 13 Sam Bass Road		Displacee Name	Rodrigo Mariani
Tenant Personal Property Relocation Estimate		Unit Number	C15
		Comments: ([REDACTED]) 8 [REDACTED] n	
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: RODRIGO VIEIRA MARIANI

Unit/Space #: C15

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: 6/13/2022

Signature

Date:

Incorporated Business, Farm or Nonprofit Organizations

I certify that I have signature authority for this entity and such entity is lawfully incorporated under the applicable state's laws and authorized to conduct business within the United States.

N/A

Claimant

Date:

PLEASE COMPLETE, SIGN, DATE AND RETURN

RIGHT OF WAY OF TEXAS, LLC

6101 W. COURTYARD DRIVE, BLDG. 1, STE. 125, AUSTIN, TX 78730
(O) (512) 372-6220 (F) (512) 372-6221

ACKNOWLEDGMENT BY TENANT

CORRIDOR H/SAM BASS ROAD

PARCEL 13


SAM BASS STORAGE

UNIT C15

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:

 6/13/2022
Signature Date

RODRIGO VIEIRA MARIANI C15
Print Name UNIT

Phone 258
11 11 11 11

PLEASE COMPLETE, SIGN, DATE AND RETURN

Contact Notes

Project Corridor H/Sam Bass Road

Parcel 13

Unit # C15

Name Rodrigo Mariani

Phone () 8

Email n

Date	Comments
07-23-2021	Letter notifying of project and move date and relocation eligibility.
10-30-2021	Email asking for response to July letter.
11-23-2021	Move Verified
03-02-2022	Email stating, they have 18 months to file a claim
03-02-2022	Received email from Rodrigo Mariani asking about move benefits, I explained the project and relocation benefits for moving his boat. I told him I would prepare claim forms and send to him.
03-04-2022	Prepared claim documents and sent to Mr. Mariani for signature.
06-10-2022	Sent final notice to Mr. Mariani asking him to return the signed claim documents.
06-13-2022	Mr. Mariani has some questions regarding the claim documents.
06-14-2022	I replied to Mr. Mariani questions
06-15-22	Rodrigo Mariani returned the signed claim documents along with the needed residency documentation.
06-21-22	Prepared the claim package and sent to Sheets and Crossfield for approval and payment.

Commissioners Court - Regular Session**50.****Meeting Date:** 06/28/2022

Seward Junction Agreed Final Judgement

Submitted For: Charlie Crossfield**Submitted By:** Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on an Agreed Final Judgement with Ryan and Lori Gallagher regarding 0.262 acres of right of way acquired for the Seward Junction SE Loop (Parcel 10). Funding Source: Road Bonds P271

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Judgement

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 06/23/2022

Reviewed By

Becky Pruitt

Date

06/23/2022 10:52 AM

Started On: 06/22/2022 03:04 PM

CAUSE NO. 17-1769-CC1

WILLIAMSON COUNTY, TEXAS	§	IN THE COUNTY COURT
Condemnor	§	
	§	
V.	§	
	§	
RYAN DAVID GALLAGHER, LORI L.	§	AT LAW NUMBER ONE OF
GALLAGHER, MORTGAGE ELECTRONIC	§	
REGISTRATION SYSTEMS, INC. (MERS),	§	
and HELLO MORTGAGE, INC., f/k/a	§	
AMERIPRO FUNDING, INC.	§	
Condemnees	§	WILLIAMSON COUNTY, TEXAS

AGREED FINAL JUDGEMENT

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW, Williamson County, Texas, Condemnor in the above-styled proceedings, and respectfully shows the Court:

The parties to this lawsuit have agreed to compromise and settle the issues in this lawsuit and request entry of this Agreed Final Judgement by the Court. It appears to the Court that it has jurisdiction of this matter, and that the parties have agreed to all of the provisions contained within this Judgement and desire to resolve this lawsuit;

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that fee title in and to approximately 0.262-acres (Parcel 10) of land in Williamson County, Texas, said property being more particularly described by metes and bounds in Exhibit “A” attached hereto and incorporated herein for all purposes (the “R.O.W. Property”), and as further described in Plaintiff’s Original Petition, filed among the papers of this cause on or about November 8, 2017; excluding all the oil, gas, and sulphur which can be removed from beneath said real property, without any right whatever remaining to the owner of such oil, gas, and sulphur of ingress or egress from the surface of said real property for the purpose of exploring, developing, or mining of the same, be vested in

WILLIAMSON COUNTY, TEXAS, and its assigns for the purpose of constructing, reconstructing, realigning, widening and/or maintaining improvements to the Seward Junction Southeast/CR 266 roadway improvement project, and to perform associated public use and purposes.

It is further ORDERED that in complete satisfaction of any and all claims which have been made or which could have been made in this litigation, including the Property to be acquired and any damages to any remaining property of Condemnees, that Condemnees shall recover from Condemnor the total sum of TWENTY THOUSAND AND 00/100 DOLLARS (\$20,000.00). The parties agree TWENTY THOUSAND AND 00/100 DOLLARS (\$20,000.00) was previously deposited within the registry of this Court, leaving a balance due of ZERO AND 00/100 DOLLARS (\$0.00).

It is further ORDERED that all costs be assessed against the Condemnor.

This Judgement is intended by the parties to fully and finally dispose of all claims, parties and issues in this lawsuit.

SIGNED this _____ day of _____, 2021.

Judge Presiding

PREPARED AND APPROVED AS TO SUBSTANCE AND FORM BY:

/s/ Mylan W. Shaunfield

Mylan W. Shaunfield
State Bar No. 24090680
SHEETS & CROSSFIELD, P.L.L.C.
309 East Main Street
Round Rock, Texas 78664
512/255-8877
512/255-8986 (fax)
Mylan@scrrlaw.com
Attorneys for Condemnor

Bill Gravell Jr.
Williamson County Judge

APPROVED AND AGREED AS TO SUBSTANCE AND FORM:

Lori Gallagher

Lori Gallagher

Ryan Gallagher

Ryan David Gallagher

CERTIFICATE OF SERVICE

I certify that a true and correct copy of the foregoing document was served on all parties of record by delivering same to the parties' last known address via certified mail, return receipt requested, electronic mail, facsimile or hand delivery, or by other method authorized by the Texas Rules of Civil Procedure on this the ____ day of June, 2022.

/s/ Mylan W. Shaunfield
Mylan W. Shaunfield

EXHIBIT "A"

0.262-Ac.
Noah Smithwick Survey, A-590,
Williamson County, Texas

Job No. 5569-02-001
FN1967
Page 1 of 4

FIELD NOTES DESCRIPTION – ROW PARCEL 10

DESCRIPTION OF 0.262 ACRE (11,409 SQUARE FEET) OF LAND IN THE NOAH SMITHWICK SURVEY, ABSTRACT NO. 590, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 10, TWENTY-NINE RANCH, A SUBDIVISION OF RECORD IN CABINET K, SLIDES 115-116, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.262 ACRE AS SURVEYED BY BOWMAN CONSULTING GROUP, LTD. AND SHOWN ON THE ACCOMPANYING SKETCH, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod found, 54.12 feet right of Williamson County Road 266 Baseline Station 258+59.12, in the existing east right-of-way line of County Road 266, a varying width right-of-way, same being the west line of a 15-foot wide Road Widening Easement shown on the said Twenty-Nine Ranch subdivision plat, at the southwest corner of said Lot 10 and the northwest corner of Lot 11 of the said Twenty-Nine Ranch subdivision, for the southwest corner and **POINT OF BEGINNING** of the tract described herein;

THENCE N 07° 07' 37" W, with the east right-of-way line of County Road 266, with the west line of said Lot 10, and the west line of the said 15-foot wide Road Widening Easement, and with the west line of the tract described herein, a distance of 393.43 feet to a 1/2-inch iron rod found at the northwest corner of said Lot 10 and the southwest corner of Lot 9 of the said Twenty-Nine Ranch subdivision, being 77.31 feet right of County Road 266 Baseline Station 262+65.34, for the northwest corner of the tract described herein;

THENCE N 82° 56' 14" E, with the common line of said Lot 10 and said Lot 9, with the north line of the tract described herein, at a distance of 15.00 crossing the east line of the said 15-foot wide Road Widening Easement, and continuing for a total distance of 29.00 feet to a 1/2-inch iron rod with plastic cap stamped "BCG" set for the northeast corner of the tract described herein, from which a 1/2-inch iron rod found in the west line of Lot 8 of the said Twenty-Nine Ranch subdivision, at the northeast corner of said Lot 10 and the southeast corner of Lot 9 bears N 82°56'14" E, a distance of 543.09 feet;

THENCE S 07° 07' 37" E, crossing said Lot 10 with the east line of the tract described herein, a distance of 393.43 feet to 1/2-inch iron rod with plastic cap stamped "BCG" set in the common line of said Lot 10 and said Lot 11 for the southeast corner of the tract described herein;

THENCE S 82° 57' 16" W, with the common line of said Lot 10 and said Lot 11, with the south line of the tract described herein, at a distance of 14.00 crossing the east line of the said 15-foot wide Road Widening Easement, and continuing for a total distance of 29.00 feet to the **POINT OF BEGINNING** and containing 0.262 acre (11,409 square feet) of land, more or less.

BEARING BASIS: Texas Coordinate System, Central Zone, NAD83, Grid.

BOWMAN WORD FILE: FN1967

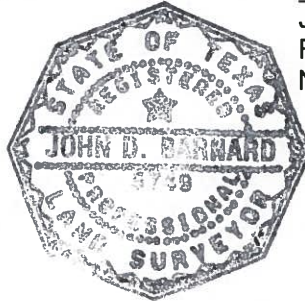
THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

KNOW ALL MEN BY THESE PRESENTS

That I, John D. Barnard, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground during the months of January through June 2015 under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on this 11th of January, 2017 A.D.

Bowman Consulting Group, Ltd.
Austin, Texas 78746



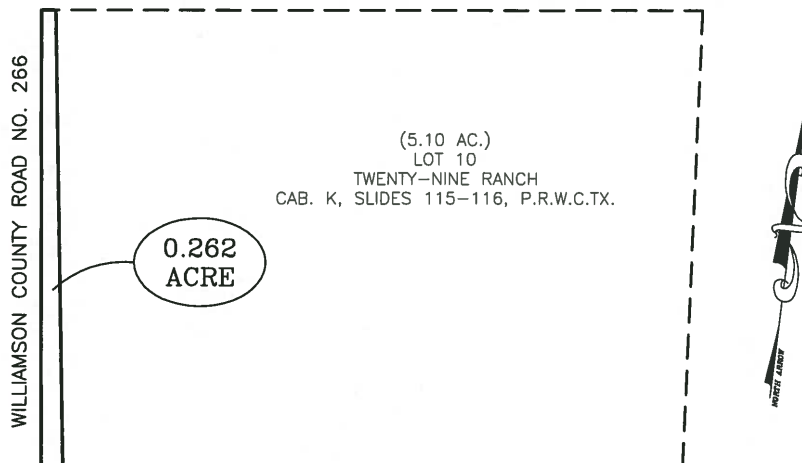

John D. Barnard
Registered Professional Land Surveyor
No. 5749 – State of Texas



PE Firm No. F-14309 | TBPLS Firm No. 101206-00

NOTES:

1. BEARING BASIS IS TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4204), NAD83, GRID, BASED ON SURVEY TIES MADE TO CONTROL MONUMENTS SAM3, SAM4, SAM5 & SAM6 AS SHOWN ON CONTROL SHEETS FOR THE US 183: CR213 TO RIVA RIDGE DRIVE PROJECT (CSJ: 0151-04-063/064); LOWER COLORADO RIVER AUTHORITY (LCRA) CONTROL MONUMENTS AZF9 AND X622; AND TEXAS DEPARTMENT OF TRANSPORTATION (TxDOT) CONTROL MONUMENT N2463018.
2. DISTANCES SHOWN HEREON ARE BASED ON SURFACE MEASUREMENTS, TO CONVERT SURFACE DISTANCES TO GRID, MULTIPLY BY THE COMBINED SCALE FACTOR.
3. THE COMBINED SCALE FACTOR FOR THIS PROJECT IS 1.000115 (GRID TO SURFACE).
4. IMPROVEMENTS SHOWN HEREON ARE BASED ON AN ENGINEERING DESIGN SURVEY PERFORMED BY BOWMAN CONSULTING, DURING THE MONTHS OF JANUARY THROUGH JUNE, 2015.
5. COUNTY ROAD 259 STATIONS AND OFFSETS SHOWN HEREON ARE BASED ON THE THE PROJECT BASELINES (269011AL01.DGN), AS PROVIDED BY AGUIRRE & FIELDS, LP ON 08-26-2015; PROPOSED DRAINAGE EASEMENT LINEWORK PROVIDED ON 05-03-2016.
6. THE ACREAGE CALCULATED AND SHOWN HEREON IS DERIVED FROM RECORD INFORMATION, AND IS FOR INFORMATIONAL PURPOSES ONLY.
THIS DOES NOT IN ANY WAY REPRESENT A BOUNDARY SURVEY OF THE PARENT TRACT.
7. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE. THERE MAY BE EASEMENTS OR OTHER MATTERS OF RECORD NOT SHOWN.



WHOLE PROPERTY INSET
(NOT TO SCALE)

PROPOSED PARCEL ACQUISITION TABLE
RECORD PROPERTY AREA = 5.10 ACRES

PROPOSED ACQUISITION AREA = 0.262 ACRE

REMAINDER AREA = 4.84 ACRES

SURVEYOR CERTIFICATION

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.



JOHN D. BARNARD
REGISTERED PROFESSIONAL LAND
SURVEYOR NO. 5749,
STATE OF TEXAS

DATE

1/11/2017

Bowman
CONSULTING

Bowman Consulting Group, Ltd.
1120 South Capital of Texas Hwy, Building 3, Suite 220, Austin, Texas 78746
Phone: (512) 327-1180 Fax: (512) 327-4062
www.bowmanconsulting.com © Bowman Consulting Group, Ltd.

TBPE Firm No. F-14309 | TBPLS Firm No. 101206-00

**EXHIBIT TO ACCOMPANY
FIELD NOTES DESCRIPTION
FN1967**

Commissioners Court - Regular Session**51.****Meeting Date:** 06/28/2022

CR 305/CR 307 Deed

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 accepting a deed from Jarrell ISD for 0.771 acres needed for right of way on the CR 305/CR 307 project (Parcel 6). Funding Source: Road Bonds P581

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
---------	----------	-------------	--------

Attachments

Deed

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 06/23/2022

Reviewed By

Becky Pruitt

Date

06/23/2022 10:53 AM

Started On: 06/22/2022 03:08 PM

DEED
County Road 305/307 Right of Way

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

§
§
§

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

That **JARRELL INDEPENDENT SCHOOL DISTRICT**, a political subdivision of the State of Texas, hereinafter referred to as Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, have this day Sold and by these presents do Grant, Bargain and Convey, pursuant to a resolution approved on the 15th day of June, 2022, by Grantor's governing body, unto **WILLIAMSON COUNTY, TEXAS**, hereinafter referred to as Grantee, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows (the "Property"):

All of that certain 0.771-acre (33,574 square feet) parcel of land located in the Elisha Davis Survey, Abstract No. 172, Williamson County, Texas, being a portion of a called 24.00 acre tract of land, described in a deed to Jarrell Independent School District, recorded in Document No. 2021107151, Official Public Records of Williamson County, Texas; said parcel being more particularly described by metes and bounds in **Exhibit "A"** hereof, which is attached hereto and incorporated herein for all purposes. **(Parcel 6)**

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property described in said Exhibit "A" to wit: NONE

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the Property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the roadway facilities and related appurtenances of Grantee, or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of such roadway facilities and related appurtenances.

FEE SIMPLE DETERMINABLE CONDITIONS: The Property shall be used for roadway and related appurtenance widening and improvements along County Road 307/305 to facilitate improved mobility and transportation of the travelling public, and alleviation of traffic congestion to, from, and adjacent to Grantor's campus. Together, these Fee Simple Determinable Conditions are referred to herein as "Improvements." After completion of said Improvements, the Property shall be used and maintained as a public road. An affidavit stating that the condition has been fulfilled, if not contradicted by a subsequent recorded affidavit, is conclusive evidence that the condition has been satisfied, and Grantee and third parties may rely on same.

TO HAVE AND TO HOLD the Property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, for as long as the Fee Simple Determinable Conditions are satisfied; and if the Fee Simple Determinable Condition is not satisfied, the Property shall **AUTOMATICALLY REVERT** to and be owned by Grantor without the necessity of any further act on the part of Grantor, it being Grantor's intent to convey a fee simple determinable estate to Grantee.

IN WITNESS WHEREOF, this instrument is executed on this the 21st day of June, 2022.

[signature pages follow]

GRANTOR:

JARRELL INDEPENDENT SCHOOL DISTRICT

By: *Toni Hicks*

Name: *Toni Hicks*

Its: *Superintendent*

ACKNOWLEDGMENT

STATE OF TEXAS

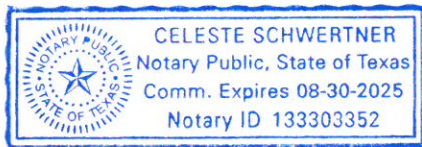
§

§

COUNTY OF WILLIAMSON

§

This instrument was acknowledged before me on this the 21st day of June, 2022 by *Toni Hicks*, in the capacity and for the purposes and consideration recited therein.



Celeste Schwertner
Notary Public, State of Texas

WILLIAMSON COUNTY, TEXAS

ACKNOWLEDGMENT

Notary Public, State of Texas

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

4 | Page

EXHIBIT "A"

County: Williamson
Parcel No.: 6-ROW
Tax ID: R_____
Highway: County Road 307 at County Road 305

METES AND BOUNDS DESCRIPTION FOR PARCEL 6-ROW

FOR A 0.771 ACRE (33,574 SQ. FT.) TRACT OF LAND SITUATED IN THE ELISHA DAVIS SURVEY, ABSTRACT NO. 172, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF THE CALLED 20.00 ACRE TRACT OF LAND CONVEYED TO JARRELL INDEPENDENT SCHOOL DISTRICT, RECORDED IN DOCUMENT NO. 2021107151 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID 0.771 ACRE TRACT OF LAND BEING SURVEYED ON THE GROUND BY DIAMOND SURVEYING DURING THE MONTH OF NOVEMBER 2021, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at an iron rod found with cap marked "Quick Inc RPLS 6447" (Surface Coordinates: N=10281457.72, E=3148462.55), monumenting the northwest corner of the called 5.253 acre tract of land conveyed to Steve D. Brown, recorded in Document No. 2021119336 of the Official Public Records of Williamson County, Texas and the northeast corner of the called 20.000 acre tract of land conveyed to Williamson County Sheriff's Posse Inc., recorded in Document No. 2019034748 of the Official Public Records of Williamson County, Texas, same being on the south boundary line of said 20.00 acre Jarrell Independent School District tract, from which an iron rod found with cap marked "Quick Inc RPLS 6447", monumenting the southwest corner of said 20.00 acre Jarrell Independent School District tract and the northwest corner of said 20.000 acre Williamson County Sheriff's Posse Inc. tract, bears S 68°54'41" W for a distance of 1022.45 feet;

THENCE, N 68°56'00" E with said south boundary line of the 20.00 acre Jarrell Independent School District tract, same being with the north boundary line of said 5.253 acre Brown tract, for a distance of 248.96 feet to a 5/8" iron rod set with cap marked "Williamson County" (Surface Coordinates: N=10281547.21, E=3148694.87) for the southwest corner and **POINT OF BEGINNING** hereof;

THENCE, **N 21°03'52" W** through the interior of said 20.00 acre Jarrell Independent School District tract for a distance of **658.95 feet** to a 5/8" iron rod set with cap marked "Williamson County" on the north boundary line of said 20.00 acre Jarrell Independent School District tract, same being on the south boundary line of a remnant portion of the called 446.1 acre tract of land (Fourth Tract) conveyed to Solana Ranch Company, recorded in Volume 365, Page 115 of the Deed Records of Williamson County, Texas, for the northwest corner hereof, from which an iron rod found with cap marked "Quick Inc RPLS 6447" monumenting the northwest corner of said 20.00 acre Jarrell Independent School District tract and the southwest corner of the called 100.861 acre tract of land conveyed to Countryview of Red Oak LLC, recorded in Document No. 2021126347 of the Official Public Records of Williamson County, Texas, bears S 68°54'43" W passing at a distance of 539.65 feet an iron rod found with cap marked "Quick Inc RPLS 6447", in all a total distance of 1271.62 feet;

County: Williamson
Parcel No.: 6-ROW
Tax ID: R_____
Highway: County Road 307 at County Road 305


THENCE, **N 68°54'43" E** with said north boundary line of the 20.00 acre Jarrell Independent School District tract and said south boundary line of the remnant portion of the 446.1 acre Solana Ranch Company tract for a distance of **50.78 feet** to an iron rod found with cap marked "Quick Inc RPLS 6447" monumenting the northeast corner of said 20.00 acre Jarrell Independent School District tract and the southeast corner of said remnant portion of the 446.1 acre Solana Ranch Company tract, same being on the west boundary line of the called 0.92 acre tract of land conveyed to County Judge John Doerfler, recorded in Document No. 9749963 of the Official Records of Williamson County, Texas, same being on the west right-of-way line of County Road 307, for the northeast corner hereof, from which a 1/2" iron rod found monumenting the northwest corner of said 0.92 acre County Judge John Doerfler tract, same being an interior ell corner of said remnant portion of the called 446.1 acre Solana Ranch Company tract, same being on an angle point in the west right-of-way line of County Road 307, bears **N 21°05'39" W** for a distance of 112.55 feet;

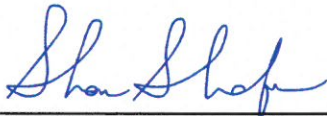
THENCE, **S 21°05'39" E** with the east boundary line of said 20.00 acre Jarrell Independent School District tract and said west right-of-way line of County Road 307 common with said 0.92 acre County Judge John Doerfler tract for a distance of **658.97 feet** to an iron rod found with cap marked "Quick Inc RPLS 6447", monumenting the southeast corner of said 20.00 acre Jarrell Independent School District tract and the northeast corner of said 5.253 acre Brown tract, for the southeast corner hereof;

THENCE, **S 68°56'00" W** with said south boundary line of the 20.00 acre Jarrell Independent School District tract and said north boundary line of the 5.253 acre Brown tract for a distance of **51.12 feet** to the **POINT OF BEGINNING** hereof and containing 0.771 acre of land more or less.

Bearing Basis: NAD-83, Texas Central Zone (4203) State Plane System. Coordinates and Distances shown hereon are surface based on a combined surface adjustment factor or 1.00014.

A drawing has been prepared to accompany this metes and bounds description.

 **DIAMOND SURVEYING, INC.**
116 SKYLINE ROAD, GEORGETOWN, TX 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NUMBER 10006900



November 16, 2021

SHANE SHAFER, R.P.L.S. NO. 5281 DATE



Z:\WCRB\ 2020 WA-5 CR 307 TOPO ROW 2021-63\ STANDARD LAND SURVEYS ROW PARCELS\PARCEL 6-ROW JARRELL ISD\CR 307 PARCEL 6-ROW STANDARD LAND SURVEY M&B.doc

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 0.771 ACRE (33,574 SQ. FT.) TRACT OF LAND SITUATED IN THE ELISHA DAVIS SURVEY, ABSTRACT NO. 172, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF THE CALLED 20.00 ACRE TRACT OF LAND CONVEYED TO JARRELL INDEPENDENT SCHOOL DISTRICT, RECORDED IN DOCUMENT NO. 2021107151 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.



SCALE: 1" = 60'

MATCHLINE SHEET 2

ELISHA DAVIS SURVEY
ABSTRACT NO. 172

W.C.A.D. TAX ID: R _____
JARRELL INDEPENDENT SCHOOL DISTRICT
CALLED 20.00 AC.
DOC. NO. 2021107151

TO AN IRON ROD FOUND WITH CAP "QUICK"
MONUMENTING THE SOUTHWEST CORNER
20.00 AC. DOC. NO. 2021107151
AND NORTHWEST CORNER
20.000 AC. DOC. NO. 2019034748

SURFACE COORDINATES:
N=10281457.72
E=3148462.55
P.O.C.

SURFACE COORDINATES:
N=10281547.21
E=3148694.87
P.O.B.

N68°56'00"E 248.96'

W/CAP
"QUICK"

WILLIAMSON COUNTY
SHERIFF'S POSSE INC.
CALLED 20.000 AC.
DOC. NO. 2019034748

STEVE D. BROWN
CALLED 5.253 AC.
DOC. NO. 2021119336

PARCEL 6-ROW
0.771 ACRE

PROPOSED RIGHT-OF-WAY
N21°03'52"W 658.95'

COUNTY JUDGE
JOHN DOERFLER
CALLED 0.92 AC.
DOC. NO. 9749963

W/CAP
"QUICK"

PROPOSED
PARCEL 5-ROW

PROPOSED RIGHT-OF-WAY

WIRE FENCE

S21°05'39"E 658.97'

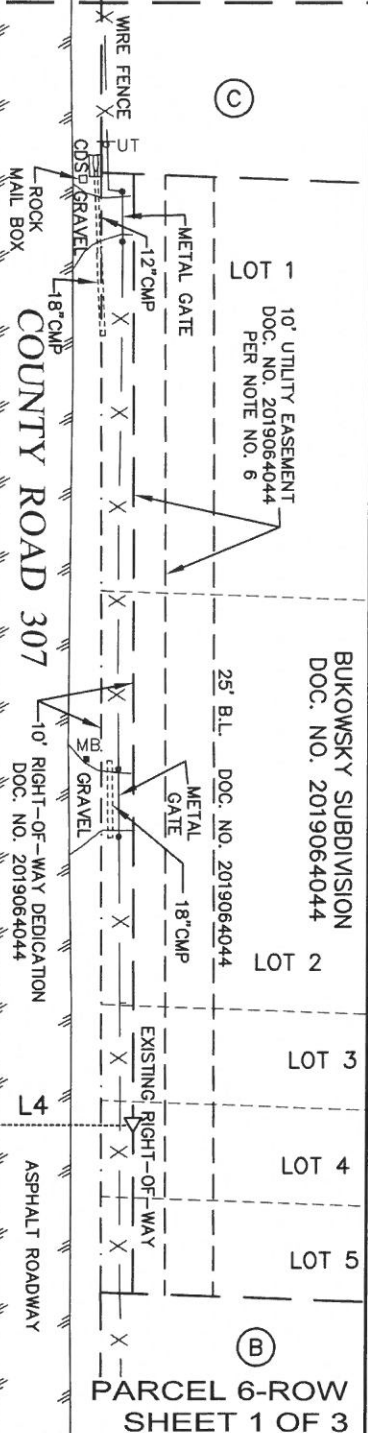
WIRE FENCE

EXISTING RIGHT-OF-WAY

COUNTY ROAD 307

10' RIGHT-OF-WAY DEDICATION
DOC. NO. 2019064044

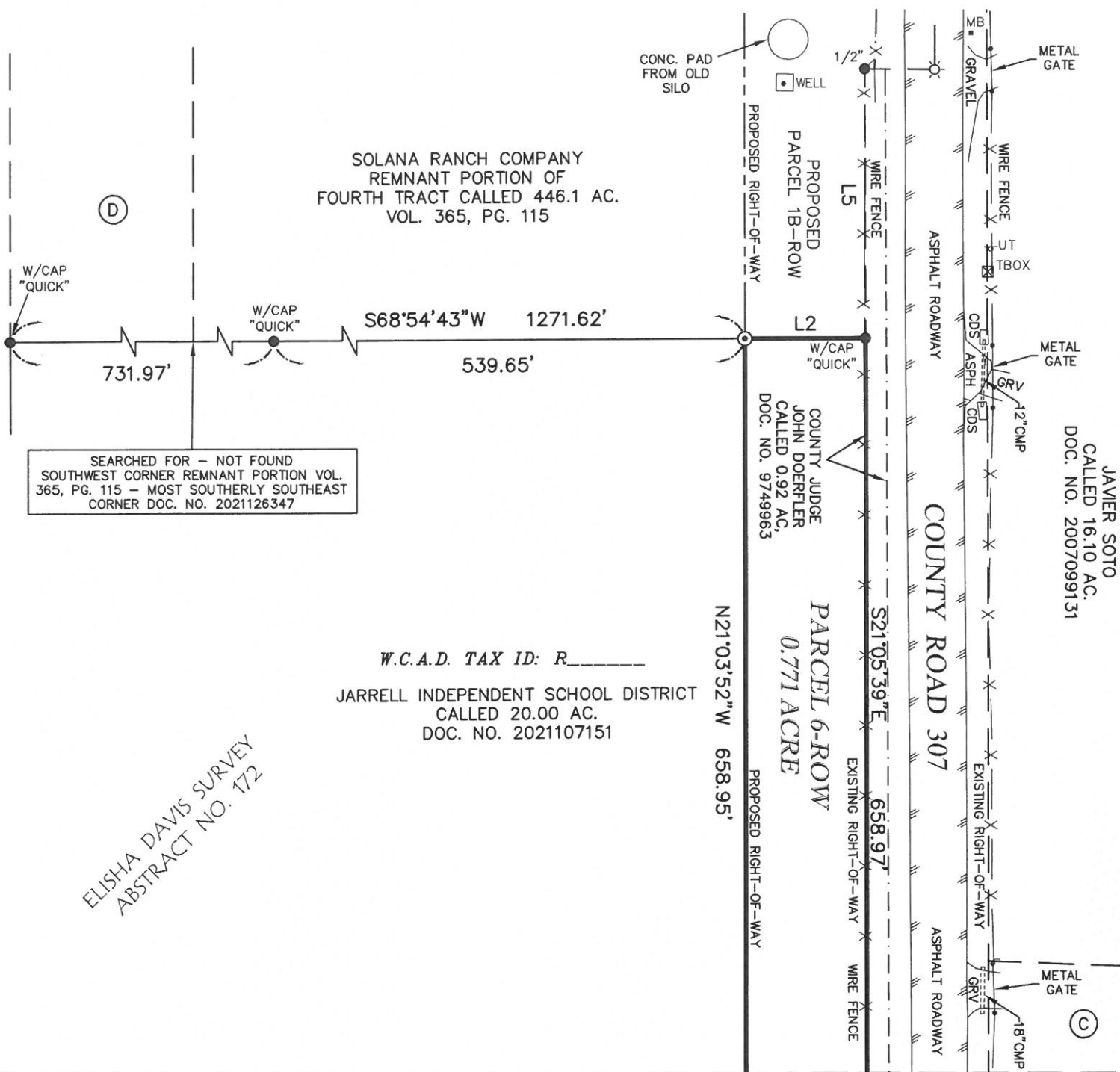
ASPHALT ROADWAY



DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NO. 10006900

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 0.771 ACRE (33,574 SQ. FT.) TRACT OF LAND SITUATED IN THE ELISHA DAVIS SURVEY, ABSTRACT NO. 172, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF THE CALLED 20.00 ACRE TRACT OF LAND CONVEYED TO JARRELL INDEPENDENT SCHOOL DISTRICT, RECORDED IN DOCUMENT NO. 2021107151 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

SCALE: 1" = 60'



MATCHLINE SHEET 1

PARCEL 6-ROW
SHEET 2 OF 3

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NO. 10006900

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 0.771 ACRE (33,574 SQ. FT.) TRACT OF LAND SITUATED IN THE ELISHA DAVIS SURVEY, ABSTRACT NO. 172, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF THE CALLED 20.00 ACRE TRACT OF LAND CONVEYED TO JARRELL INDEPENDENT SCHOOL DISTRICT, RECORDED IN DOCUMENT NO. 2021107151 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

RECORD DEED INFORMATION

- (B) DUDLEY K. BUKOWSKY AND
TAMI BUKOWSKY
TRACT TWO - CALLED 10.00 AC.
DOC. NO. 2008016420
SEE SHEET 2
- (C) KERRY CONAWAY, JR.
CALLED 10.51 AC.
DOC. NO. 2006005509
SEE SHEETS 1 AND 2
- (D) COUNTRYVIEW OF
RED OAK LLC
CALLED 100.861 AC.
DOC. NO. 2021126347
SEE SHEET 2

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S68°54'41"W	1022.45'
L2	N68°54'43"E	50.78'
L3	S68°56'00"W	51.12'
L4	N68°45'59"E	61.85'
L5	N21°05'39"W	112.55'

LEGEND

- IRON ROD FOUND
- CONCRETE MONUMENT FOUND
- ⊙ 5/8" IRON ROD SET WITH ALUMINUM
CAP MARKED "WILLIAMSON COUNTY"
- ⊗ COTTON GIN SPINDLE SET
- ▽ CALCULATED POINT
- WELL WELL
- ☒ TBOX TELEPHONE BOX UNDERGROUND
- ⊖ UT UNDERGROUND TELEPHONE MARKER
- MB MAIL BOX
- ⊖ RP REFLECTOR POST
- X — X — WIRE FENCE
- — — — — EDGE OF PAVEMENT
- GRV GRAVEL
- ASPH ASPHALT
- CONC. CONCRETE
- CDS CONCRETE DRAINAGE STRUCTURE
- CMP CORRUGATED METAL PIPE
- B.L. BUILDING SETBACK LINE
- "QUICK" QUICK INC RPLS 6447
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- W.C.A.D. WILLIAMSON CENTRAL APPRAISAL DISTRICT

NOTES:

- 1) BEARING BASIS: NAD-83, TEXAS CENTRAL
ZONE (4203) STATE PLANE SYSTEM.
COORDINATES AND DISTANCES SHOWN HEREON
ARE SURFACE BASED ON A COMBINED SURFACE
ADJUSTMENT FACTOR OF 1.00014.
- 2) ALL DOCUMENTS LISTED HEREON ARE
RECORDED IN THE OFFICE OF THE COUNTY
CLERK OF WILLIAMSON COUNTY, TEXAS.
- 3) PARCEL 6-ROW SHOWN HEREON LIE'S WITHIN
ZONE "X" (NO SCREEN), AREAS OF MINIMAL
FLOOD HAZARD ACCORDING TO THE FLOOD
INSURANCE RATE MAP NO. 48491C0150F, WITH AN
EFFECTIVE DATE OF DECEMBER 20, 2019.
- 5) THIS SURVEY WAS MADE WITHOUT THE
BENEFIT OF A TITLE COMMITMENT OR POLICY.
THERE MAY BE EASEMENTS AND/OR
RESTRICTIONS NOT SHOWN HEREON WHICH MAY
AFFECT THE SUBJECT TRACT.

To: Williamson County, Texas, exclusively.

I, Shane Shafer, Registered Professional Land Surveyor in the State of Texas, hereby certify that this drawing represents a survey made on the ground under my direct supervision completed on November 12, 2021. At the time of this survey there were no encroachments, conflicts or protrusions apparent on the ground, EXCEPT AS SHOWN. This survey substantially complies with the standards for a CATEGORY 1B, CONDITION III STANDARD LAND SURVEY per the current Manual of Practice for Land Surveying in the State of Texas, issued by the Texas Society of Professional Surveyors. USE OF THIS SURVEY BY OTHER PARTIES SHALL BE AT THEIR OWN RISK AND UNDERSIGNED SURVEYOR IS NOT RESPONSIBLE FOR ANY LOSS RESULTING THEREFROM.



PARCEL 6-ROW
SHEET 3 OF 3

Shane Shafer
SHANE SHAFER, R.P.L.S. NO. 5281

NOVEMBER 16, 2021
DATE

<> DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NO. 10006900

Commissioners Court - Regular Session**52.****Meeting Date:** 06/28/2022

CR 258 LHISD Contract

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 purchase contract with Liberty Hill ISD for 2.271 acres needed for right of way on the CR 258 @ US 183 project (Parcel 3). Funding Source: Road Bonds P277

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Contract

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 06/23/2022

Reviewed By

Becky Pruitt

Date

06/23/2022 10:53 AM

Started On: 06/22/2022 03:13 PM

REAL ESTATE CONTRACT
CR 258 Right of Way—Parcel 3

THIS REAL ESTATE CONTRACT ("Contract") is made by **LIBERTY HILL INDEPENDENT SCHOOL DISTRICT, a public independent school district and political subdivision of the State of Texas** (referred to in this Contract as "Seller") and **WILLIAMSON COUNTY, TEXAS** (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

By this Contract, subject to the terms and conditions herein, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract of land described as follows:

Being a 2.271 acre (98,915 square foot) parcel of land out of the J. B. Robinson Survey, Abstract No. 521, in Williamson County, Texas; said parcel of land being more particularly described by metes and bounds in Exhibit "A" attached hereto and made a part hereof. (**Parcel 3**);

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements situated on and attached to the Property described in Exhibit "A", subject to the rights of surface use in favor of any outstanding mineral interest other than Grantor, and except for Permitted Exceptions as described hereinbelow,, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II
PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the Property described in Exhibit "A", any improvements on the Property, and any damage to and/or cost to cure the remaining property of Seller, shall be the sum of ONE HUNDRED SEVENTY THOUSAND THREE HUNDRED TWENTY-FIVE and 00/100 Dollars (\$170,325.00).

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash at the Closing.

**ARTICLE III
PURCHASER'S OBLIGATIONS**

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the Closing.

**ARTICLE IV
REPRESENTATIONS AND WARRANTIES
OF SELLER**

Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's current actual knowledge:

(1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than as previously disclosed to Purchaser;

(2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof.

The Property herein is being conveyed to Purchaser under threat of condemnation.

**ARTICLE V
CLOSING**

Closing Date

5.01. The Closing shall be held at the office of Texas National Title Company on or before July 20, 2022, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date"). If Seller is unable or unwilling to cure any matters as shown on the Title Commitment and specified by written notice from Buyer to Seller ("Title Objections") Seller shall deliver written notice thereof to Purchaser ("Seller's Title Notice") and Purchaser may either waive the uncured Title Objections and proceed to Closing or terminate this Contract. Any items listed in the Title

Commitment to which Purchaser does not object or although are objected to by Purchaser but subsequently waived after receipt of Seller's Title Notice shall be deemed permitted exceptions ("Permitted Exceptions").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Special Warranty Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to all of the Property described in Exhibit "A", free and clear of any and all monetary liens, except for the following:

- (a) General real estate taxes for the year of closing and subsequent years not yet due and payable; and
- (b) Any Permitted Exceptions.

The Special Warranty Deed shall be in the form as shown in Exhibit "B" attached hereto and incorporated herein.

(2) Provide reasonable assistance as requested, at no cost to Seller, to cause the Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

- (a) The boundary and survey exceptions shall be deleted;
- (b)
- (c) The exception as to the lien for taxes shall be limited to the year of Closing and shall be endorsed "Not Yet Due and Payable".
- (d) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

- (a) Pay the cash portion of the Purchase Price.

Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation, but shall otherwise remain the continuing obligation of Seller to satisfy. Agricultural roll-back taxes, if any, which directly result from completion of this transaction and conveyance shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

- (1) Owner's Title Policy and survey to be paid by Purchaser.
- (2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.
- (3) All other closing costs shall be paid by Purchaser.
- (4) Attorney's fees paid by each party incurring same respectively.

ARTICLE VI BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made then Seller shall receive the amount of \$500 as liquidated damages for any failure by Purchaser.

ARTICLE VIII MISCELLANEOUS

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

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

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09. In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10. This Contract shall be effective as of the date it is approved by Williamson County, Texas which date is indicated beneath the County Judge's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

Contingent Possession and Use Agreement

8.12. Upon completion of (1) the full execution of this Contract by all parties, and (2) acknowledgment by the Title Company of delivery by Purchaser of the full Purchase Price to the Title Company, Purchaser, its agents and contractors shall be permitted at any time after August 1, 2022 to enter and possess the Property prior to Closing for the purpose of completing any and all necessary construction activities associated with the proposed CR 258 improvement construction project of Purchaser, and Seller agrees to make any required gate access available to Purchaser, its contractors or utility facility owners as necessary to carry out the purposes of this paragraph. The parties further agree to continue to use diligence in assisting with any title curative measures required by the Contract to complete the Closing of the purchase transaction.

SELLER:

LIBERTY HILL INDEPENDENT SCHOOL
DISTRICT, a public independent school
District and political subdivision of the State
of Texas

By: Steve Swell

Name: STEVE SWELL

Its: Superintendent

Date: 10-20-2022

Address: 301 Forrest Street
Liberty Hill, TX 78642

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

Date: _____

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

EXHIBIT "A"

County: Williamson
Parcel No.: 3
Highway: C.R. 258
Limits: From: US 183
To: Sunset Ridge

Page 1 of 7
May 26, 2021

PROPERTY DESCRIPTION FOR PARCEL 3

DESCRIPTION OF A 2.271 ACRE (98,915 SQ. FT.) PARCEL OF LAND LOCATED IN THE J.B. ROBINSON SURVEY, ABSTRACT NO. 521, WILLIAMSON COUNTY, TEXAS, AND IN THE B. MANLOVE SURVEY, ABSTRACT NO. 417, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 100.00 ACRE TRACT OF LAND, DESCRIBED IN A DEED TO CHING RUTH HSU, RECORDED FEBRUARY 27, 2002 IN DOCUMENT NO. 2002015738, OFFICAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.); SAID 2.271 ACRE (98,915 SQ. FT.) PARCEL, AS SHOWN ON A PLAT PREPARED BY SAM, LLC, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod with a plastic cap stamped "LAI" found 190.45 feet right of County Road 258 (C.R. 258) Engineer's Centerline Station (E.C.S.) 42+61.95 on the south line of the remainder of a called 262.022 acre tract of land, described in a deed to Macnak, LLC, recorded in Document No. 2007083912, O.P.R.W.C.TX., for the northeast corner of a called 94.35 acre tract, described in a deed to Zennie Lien-Fang Wey, recorded in Document No. 2012098011, O.P.R.W.C.TX., same being the northwest corner of said 100.00 acre tract;

THENCE N 65°32'08" E, with the common line of said remainder of a called 262.022 acre tract and said 100.00 acre tract, a distance of 462.24 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" (Surface Coordinates: N=10,218,622.32, E=3,069,412.48) set 68.00 feet right of C.R. 258 E.C.S. 51+90.78 on the proposed south right-of-way line of C.R. 258, for the west corner and **POINT OF BEGINNING** of the parcel described herein;

THENCE departing the proposed south right-of-way line of said C.R. 258, continuing with the common line of said 100.00 acre tract and said remainder of a called 262.022 acre tract, the following three (3) courses and distances numbered 1-3:

- 1) N 65°32'08" E, a distance of 793.76 feet to a calculated point,
- 2) N 65°43'01" E, a distance of 343.82 feet to a 1/2-inch iron rod found, and
- 3) N 69°33'31" E, a distance of 224.12 feet to a calculated point on the existing west right-of-way line of C.R. 258, a variable width right-of-way, no record information found, for the northeast corner of said 100.00 acre tract and the parcel described herein, from which a 1/2-inch iron rod found, for the southeast corner of said remainder of a called 262.022 acre tract bears N 70°03'38" E, a distance of 22.40 feet;

THENCE departing the common line of said 100.00 acre tract and said remainder of a called 262.022 acre tract, with the existing west right-of-way line of said C.R. 258, the following four (4) courses and distances numbered 4-8:

- 4) S 28°33'51" W, a distance of 97.02 feet to a 1/2-inch iron rod found,
- 5) S 08°54'49" W, a distance of 33.30 feet to a calculated point on the existing west right-of-way line of C.R. 258, as described in a deed to Williamson County, recorded in Document No. 2002095771, O.P.R.W.C.TX., said point being the beginning of a curve to the left,

EXHIBIT "A"

County: Williamson
Parcel No.: 3
Highway: C.R. 258
Limits: From: US 183
To: Sunset Ridge

Page 2 of 7
May 26, 2021

- 6) With said curve to the left, an arc distance of 257.11 feet, through a central angle $43^{\circ}16'09''$, having a radius of 340.45 feet, and a chord that bears $S\ 00^{\circ}26'54''\ W$, a distance of 251.04 feet to a 1/2-inch iron rod with a plastic cap stamped "HAYNIE CONSULTING" found, and
- 7) $S\ 21^{\circ}05'55''\ E$, a distance of 35.76 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 335.08 feet right of C.R. 258 E.C.S. 63+58.69 on the proposed south right-of-way line of said C.R. 258, for the southeast corner of the parcel described herein;

THENCE departing the existing west right-of-way line of said C.R. 258, with the proposed south right-of-way line of said C.R. 258, over and across said 100.00 acre tract, the following five (5) courses and distances numbered 8-12:

- 8) $S\ 68^{\circ}46'24''\ W$, a distance of 20.21 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 335.07 feet right of C.R. 258 E.C.S. 63+38.48, for the southwest corner of the parcel described herein,
- 9) $N\ 21^{\circ}13'36''\ W$, a distance of 217.41 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 117.66 feet right of C.R. 258 E.C.S. 63+38.64,
- 10) $N\ 66^{\circ}14'49''\ W$, a distance of 70.21 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 68.00 feet right of C.R. 258 E.C.S. 62+89.01,
- 11) $S\ 68^{\circ}43'58''\ W$, a distance of 635.28 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 68.00 feet right of C.R. 258 E.C.S. 56+53.73, said point being the beginning of a curve to the right, and

THIS SPACE INTENTIONALLY LEFT BLANK

EXHIBIT "A"

Page 3 of 7
May 26, 2021

12) With said curve to the right, an arc distance of 472.79 feet, through a central angle 08°17'21", having a radius of 3,268.00 feet, and a chord that bears S 72°52'38" W, a distance of 472.38 feet to the **POINT OF BEGINNING**, and containing 2.271 acres (98,915 sq. ft.) of land, more or less.

This property description is accompanied by a separate plat of even date.

Bearing Basis:

All bearings shown are based on the Texas Coordinate System, Central Zone, NAD 83/2011. All distances shown are surface and may be converted to grid by dividing by a Surface Adjustment Factor of 1.00012. Units: U.S. Survey Feet.

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

That I, Scott C. Brashear, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on the date shown below.

Sent C. Re 5/26/2021

Scott C. Brashear Date
Registered Professional Land Surveyor
No. 6660 – State of Texas



EXHIBIT "A"

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	08° 17' 21" RT	3,268.00'	472.79'	472.38'	S72° 52' 38" W

BRUCE E. NAKFOOR, TRUSTEE
CALLED 20.1865 AC. 2007
RECORDED OCTOBER 4, 2007
DOC NO. 2007085100
O.P.R.W.C. TX.

J.B. ROBINSON SURVEY
ABSTRACT NO. 521

B. MANLOVE SURVEY
ABSTRACT NO. 417

MACNAK, LLC
REMAINDER OF A
CALLED 262.022 AC.
DOC NO. 2007083912
O.P.R.W.C. TX.

ENGINEER'S C.R. 258
CENTERLINE

15' WATER LINE EASEMENT
KVOL 1122, PH. 934
O.P.R.W.C. TX.

PT 56+53.73

N65° 32' 08" E 462.24'

N65° 32' 08" E 793.76'

(2.271 AC.)

MATCH SHEET 5 OF 7

P.O.C.
42+61.95
190.45' RT
W/PCAP
LAT

ENGINEER'S CENTERLINE
CURVE DATA
PT Stg 49+39.12
N = 10,218.556, 28
E = 3,069.49, 47
Δ = 26° 02' 54" (LT)
D = 01' 47' 26"
L = 1,454.82'
R = 3,200.00'
PC Stg 41+98.92
PT Stg 56+53.73

P.O.B.
N = 10,218.622, 32
E = 3,069.412, 48
51+90.78
68.00' RT

CHING RUTH HSU
CALLED 100.00 AC.
RECORDED FEBRUARY 27, 2002
DOC NO. 2002015738
O.P.R.W.C. TX.

PROPOSED ROW

ZENNIE LIEN-FANG WEY
CALLED 94.35 AC.
DOC NO. 2012098011
O.P.R.W.C. TX.

100 0 50 100



GRAPHIC SCALE
SCALE: 1" = 100'
WILLIAMSON COUNTY, TEXAS

FILE: \\scanning\AUS\PROJECTS\1019049922\100\Survey\03\Exhibits\VP-3\VP-3-Sheet-1.dgn
EXISTING 100.00 AC. ACQUIRE 2.271 AC. REMAINING 97.729 AC. RIGHT

REF. FIELD NOTE NO. 48018
PAGE 4 OF 7



4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
CHING RUTH HSU
PARCEL 3
2.271 AC. (98,915 SQ. FT.)

EXHIBIT "A"

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C2	43°16'09"LT	340.45'	257.11'	251.04'	S00°26'54"W
(C2)	(43°14'52"RT)	(340.45')	(258.97')	(250.92')	(N00°30'08"E)

MACNAK, LLC
REMAINDER OF A
CALLED 262.022 AC.
RECORDED OCTOBER 1, 2007
DOC NO. 2007083912
O.P.R.W.C.TX.

15' WATER LINE EASEMENT
VOL. 1122, PG. 934
D.R.W.C.TX.

50' SEMINOLE GAS
PIPELINE EASEMENT
VOL. 837, PG. 649,
VOL. 2216, PG. 292
D.R.W.C.TX.

40' ACCESS EASEMENT
DOC. NO. 2014101204
O.P.R.W.C.TX.

LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	S28°33'51"W	97.02'
(L1)	(S31°46'54"W)	(97.32')
L2	S08°54'49"W	33.30'
L3	S21°05'55"E	35.76'
(L3)	(N21°07'18"W)	(338.71')
L4	S68°46'24"W	20.21'
L5	N66°14'49"W	70.21'

PROPOSED ROW

S68°43'58"W 635.28'

(2.271 AC.)
ENGINEER'S CENTERLINE
C.R. 258

CHING RUTH HSU
CALLED 100.00 AC.
RECORDED FEBRUARY 27, 2002
DOC NO. 2002015738
O.P.R.W.C.TX.

FILE: \\saming\AUS\PROJECTS\1019049922\100\Survey\03\Exhibits\3P-3-Sheet-2.dgn
EXISTING 100.00 AC. ACQUIRE 2.271 AC. REMAINING 97.729 AC. RIGHT

63°38.48
333.07 RT
L4
63°58.69
335.08 RT
N21°13'36"W
217.41'

62°89.01
68.00 RT
L5
63°38.64
117.66 RT

50' GAS
PIPELINE EASEMENT
O.P.R.W.C.TX.
DOC. NO. 2016082287

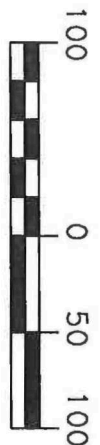
EXISTING R.O.W.
COUNTY ROAD 258
(VARIABLE WIDTH R.O.W.)
WILLIAMSON COUNTY
DOC. NO. 2002095771
O.P.R.W.C.TX.

BECKY ELAINE GADDY COLEMAN,
CALLED 30.000 AC.
DOC NO. 2018007336
O.P.R.W.C.TX.

50' GAS
PIPELINE EASEMENT
O.P.R.W.C.TX.
DOC. NO. 2016010397

"HAYNIE
CONSULTING"

EXISTING
R.O.W.



GRAPHIC SCALE
SCALE: 1" = 100'
WILLIAMSON COUNTY, TEXAS



4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
FAX: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
CHING RUTH HSU
PARCEL 3
2.271 AC. (98,915 SQ. FT.)

EXHIBIT "A"

SCHEDULE B:

THIS SURVEY HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. 2033090-KO, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE JULY 31, 2020, AND ISSUED DATE AUGUST 10, 2020.

1. RESTRICTIVE COVENANTS: DOCUMENT NO. 2002015738 AND 2002015739, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS.

10A. TERMS, CONDITIONS, PROVISIONS, EASEMENTS, RESTRICTIONS, RESERVATIONS AND OTHER MATTERS: DOCUMENT NO. 2002015738 AND 2002015739, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS.

B. EASEMENT:
RECORDED: VOLUME 273, PAGE 585, DEED RECORDS, WILLIAMSON COUNTY, TEXAS.
PURPOSE: WATER WELL (UNABLE TO PLOT, MAY AFFECT)

C. EASEMENT:
RECORDED: VOLUME 298, PAGE 350, DEED RECORDS, WILLIAMSON COUNTY, TEXAS.
TO: STATE OF TEXAS
PURPOSE: CHANNEL (DOES NOT AFFECT)

D. EASEMENT:
RECORDED: VOLUME 828, PAGE 114, DEED RECORDS, WILLIAMSON COUNTY, TEXAS.
TO: SEMINOLE PIPELINE COMPANY
PURPOSE: PIPELINE (UNABLE TO PLOT, MAY AFFECT)

E. EASEMENT:
RECORDED: VOLUME 1114, PAGE 17, DEED RECORDS, WILLIAMSON COUNTY, TEXAS.
TO: CHISHOLM TRAIL WATER SUPPLY CORPORATION
PURPOSE: POTABLE WATER PIPELINE (UNABLE TO PLOT, MAY AFFECT)

F. EASEMENT:
RECORDED: VOLUME 1114, PAGE 63, DEED RECORDS, WILLIAMSON COUNTY, TEXAS.
TO: CHISHOLM TRAIL WATER SUPPLY CORPORATION
PURPOSE: POTABLE WATER PIPELINE (UNABLE TO PLOT, MAY AFFECT)

G. EASEMENT:
RECORDED: DOCUMENT NO. 2006010428, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS.
TO: PEDERNALES ELECTRIC COOPERATIVE, INC.
PURPOSE: ELECTRIC DISTRIBUTION LINE (DOES NOT AFFECT)

H. TERMS, CONDITION, AND STIPULATIONS IN THE PIPELINE EASEMENT AGREEMENT:
RECORDED: DOCUMENT NO. 2016082287, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS. (AS SHOWN ON PLAT)

I. TERMS, CONDITION, AND STIPULATIONS IN THE OIL, GAS AND MINERAL LEASE:
RECORDED: VOLUME 369, PAGE 202, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (SUBJECT TO, IF APPLICABLE)

J. TERMS, CONDITION, AND STIPULATIONS IN THE OIL, GAS AND MINERAL LEASE:
RECORDED: VOLUME 774, PAGE 596, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (SUBJECT TO, IF APPLICABLE)

K. ALL LEASES, GRANTS, EXCEPTION OR RESERVATION OF COAL, LIGNITE, OIL, GAS AND OTHER MINERAL, TOGETHER WITH ALL RIGHTS, PRIVILEGES, AND IMMUNITIES RELATING THERETO APPEARING IN THE PUBLIC RECORDS WHETHER LISTED IN SCHEDULE B OR NOT THERE MAY BE LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF MINERAL INTEREST THAT ARE NOT LISTED.

L. INCLUSION WITHIN THE CHISHOLM TRAIL SPECIAL UTILITY DISTRICT:
RECORDED: VOLUME 2675, PAGE 645, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS.
(SUBJECT TO, IF APPLICABLE)

M. UNRECORDED GRAZING LEASES IN FAVOR OF KENNY POWELL, AS EVIDENCED IN THAT CERTAIN INSTRUMENT RECORDED UNDER DOCUMENT NO. 2016082287, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS.

N. RIGHTS OF PARTIES IN POSSESSION. (OWNER POLICY)

O. RIGHT OF TENANTS, AS TENANTS ONLY, UNDER ANY AND ALL UNRECORDED LEASES OR RENTAL AGREEMENTS.

P. ANY PORTION OF THE SUBJECT PROPERTY LYING WITHIN THE BOUNDARIES OF A DEDICATED OR UNDEDICATED PUBLIC OR PRIVATE ROADWAY.

Q. ANY VISIBLE AND APPARENT EASEMENT, EITHER PUBLIC OR PRIVATE, LOCATED OR ACROSS THE LAND, THE EXISTENCE OF WHICH IS NOT DISCLOSED BY THE PUBLIC RECORDS AS HEREIN DEFINED.

FILE: \\scm\gvaus\PROJECTS\1019049922\100A\SURVEY\03EXHIBITS\3-P-3-Sheet-2.dgn REF. FIELD NOTE NO. 48018

EXISTING

100.00 AC.

ACQUIRE

2.271 AC.

REMAINING

97.729 AC. RIGHT



4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
CHING RUTH HSU
PARCEL 3
2.271 AC. (98,915 SQ. FT.)

LEGEND

EXHIBIT "A"

- 5/8" IRON ROD SET WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY"
- 1/2" IRON ROD FOUND UNLESS NOTED
- ◻ FENCE POST (TYPE NOTED)
- TYPE I CONCRETE MONUMENT FOUND
- ◻ TxDOT TYPE II BRONZE DISK IN CONCRETE FOUND
- ◻ 1/2" IRON PIPE FOUND UNLESS NOTED
- ▲ 80D NAIL FOUND
- ⊕ MAGNAIL FOUND
- ⊗ SPINDLE FOUND
- ✕ RAILROAD TIE
- △ CALCULATED POINT
- ▽ PROPERTY LINE
- () RECORD INFORMATION
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCING
- P.O.R. POINT OF REFERENCE
- N.T.S. NOT TO SCALE
- D.R.W.C.TX. DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
- O.R.W.C.TX. OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
- O.P.R.W.C.TX. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
- DISTANCE NOT TO SCALE
- - - DEED LINE (COMMON OWNERSHIP)
- - - PROPOSED TEMPORARY EASEMENT LINE

NOTES:

1. ALL BEARINGS SHOWN ARE BASED ON NAD83/2011/NAVD88 TEXAS COORDINATE SYSTEM, CENTRAL ZONE. ALL DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.00012. ALL COORDINATES SHOWN ARE IN SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE SAME FACTOR. PROJECT UNITS ARE IN U.S. SURVEY FEET.
2. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF TITLE REPORT, THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN. LOCATION OF EASEMENTS SHOWN ARE APPROXIMATE AND SHOULD NOT BE USED FOR DESIGN PURPOSES.
3. C.R. 258 ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM AMERICAN STRUCTURE, INC. SCHEMATIC RECEIVED BY SAM, LLC. IN APRIL, 2020.
4. THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.

* AREA CALCULATED BY SAM, LLC.

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

SCOTT C. BRASHEAR
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6660, STATE OF TEXAS

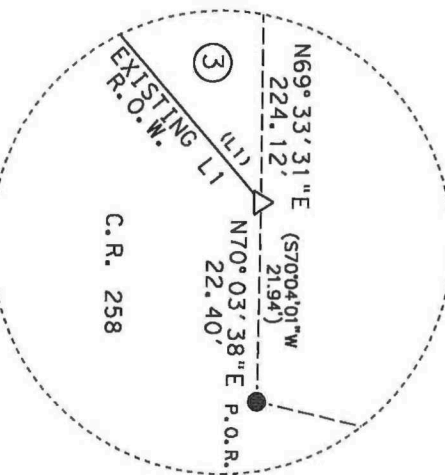
DATE

5/26/2021

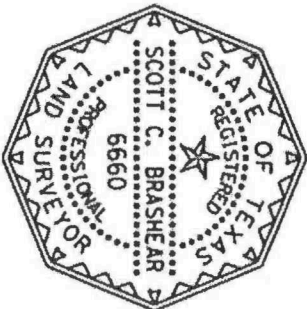
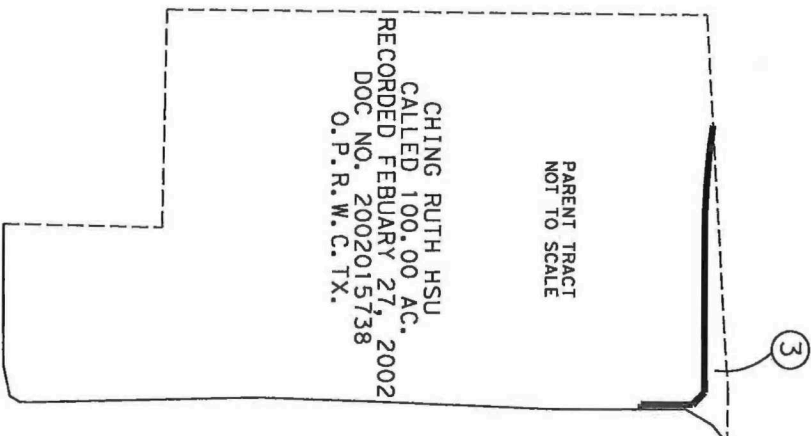
DIANE ELIZABETH PENNINGTON
CALLED 5.26 AC.
DOC NO. 201705195
O.P.R.W.C.TX.

REMAINDER OF LOT 2
OMER GALLE SUBDIVISION
DOC. NO. 2012011285
O.P.R.W.C.TX.

WILLIAMSON COUNTY
DOC NO. 2015069264
O.P.R.W.C.TX.



DETAIL "A"
NOT TO SCALE



FILE: \\scm\g\AUS\PROJECTS\1019049922\100\Survey\03Exhibits\p-3\p-3-Sheet-2.dgn

PAGE 7 OF 7
REF. FIELD NOTE NO. 48018



4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
CHING RUTH HSU
PARCEL 3
2.271 AC. (98,915 SQ. FT.)

EXHIBIT B

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

SPECIAL WARRANTY DEED

THE STATE OF TEXAS

§

§

KNOW ALL BY THESE PRESENTS:

COUNTY OF _____

§

That LIBERTY HILL INDEPENDENT SCHOOL DISTRICT, a school district and governmental instrumentality of the State of Texas, ("GRANTOR"), for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), has GRANTED, SOLD, and CONVEYED, and by these presents does GRANT, SELL and CONVEY, unto WILLIAMSON COUNTY, TEXAS ("GRANTEE") the surface estate of all of the property as described in Exhibit A, which is attached hereto and made a part hereof, by reference for all purposes, together with all and singular, all buildings and improvements thereon, (the "Property"), without warranty of any kind, other than the limited warranty of title further described herein, express or implied, and further subject to the terms, covenants, conditions, reservations, restrictions and exceptions hereinafter stated.

This Deed is subject to: (i) standby fees, taxes and assessments by any taxing authority for any portion of the year 2022 after the date of this Deed and subsequent years and subsequent taxes and assessments by any taxing authority for prior years due to changes in land usage or ownership which directly result for this conveyance, which Grantor assumes and agrees to pay, and (ii) validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing restrictions, reservations, covenants, conditions, oil and gas leases, mineral interests outstanding in persons other than Grantor, and other instruments, other than conveyances of the surface fee estate, that affect the Property; validly existing rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; and all rights, obligations, and other matters arising from and existing by reason of any Williamson County water or utility district.

This Deed is also subject to those exceptions and exclusions further recited in Exhibit B attached hereto and made a part hereof.

Grantor does hereby except and reserve unto Grantor, Grantor's successors and assigns all of the oil, gas, and other minerals owned by Grantor, together with the following rights appurtenant thereto: (i) the right to lease Grantor's interest in the minerals; (ii) the right to receive bonus payments; (iii) the right to receive delay rentals; and (iv) the right to receive royalty. If the mineral estate is subject to existing production or an existing lease, then this reservation shall include the production, the lease, and all benefits therefrom. This reservation also includes any and all future and reversionary interests in the oil, gas, and other minerals that Grantor is

currently entitled to, and/or those that may be otherwise associated with Grantor's interest(s) in the mineral estate in, on, and under the Property. Notwithstanding the above, Grantor and Grantor's successors and assigns hereby waive and convey unto Grantee, Grantee's heirs, successors, and assigns the surface rights associated with mineral interest(s) reserved herein, including the rights of ingress and egress over the surface of the Property for mining, drilling, exploring, operating, and developing the surface of the Property for oil, gas, and other minerals and for removing them from the Property. Grantor and Grantor's successors and assigns agree that all future oil, gas, and mineral leases executed by them shall specifically prohibit any use of the surface of the Property. However, Grantor's waiver of surface rights herein shall not be construed as a waiver of the right of Grantor, Grantor's heirs, successors, assigns, and lessees to explore, develop, or produce the mineral estate herein reserved with wells with surface locations on lands other than the subject Property, including, but not limited to, directional and/or horizontal wells that travel beneath the subject Property, or by pooling its oil, gas, and mineral interests with lands adjoining the Property in accordance with the laws and regulations of the State of Texas.

OTHER THAN ANY LIMITED WARRANTY OF TITLE AS FURTHER DESCRIBED HEREIN, THE PROPERTY IS SOLD AND CONVEYED TO AND ACCEPTED BY GRANTEE IN ITS PRESENT CONDITION, AS IS, WHERE IS, WITH ALL FAULTS AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, AND GRANTEE EXPRESSLY ACKNOWLEDGES THAT THE SALES PRICE REFLECTS SUCH CONDITION. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE SALE OF THE PROPERTY IS WITHOUT ANY EXPRESS OR IMPLIED WARRANTY, REPRESENTATION, AGREEMENT, STATEMENT OR EXPRESSION OF OPINION (OR LACK THEREOF) OF OR WITH RESPECT TO: (I) THE CONDITION OF THE PROPERTY OR ANY ASPECT THEREOF, INCLUDING, WITHOUT LIMITATION, ANY AND ALL EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES RELATED TO SUITABILITY FOR HABITATION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE; (II) THE SOIL CONDITIONS, DRAINAGE, TOPOGRAPHICAL FEATURES OR OTHER CONDITIONS OF THE PROPERTY OR WHICH AFFECT THE PROPERTY; (III) ANY CONDITIONS RELATING TO OR ARISING FROM ANY ARCHEOLOGICAL OR HISTORIC SITE, CEMETERY, BURIAL GROUND, ENDANGERED SPECIES HABITAT, OR OTHER SUCH CONDITION WHICH MAY AFFECT THE PROPERTY; (IV) AREA, SIZE, SHAPE, CONFIGURATION, LOCATION, CAPACITY, QUANTITY, QUALITY, VALUE, CONDITION OR COMPOSITION OF THE PROPERTY; (V) ANY ENVIRONMENTAL, GEOLOGICAL, METEOROLOGICAL, STRUCTURAL OR OTHER CONDITION OR HAZARD OR THE ABSENCE THEREOF HERETOFORE, NOW OR HEREAFTER AFFECTING IN ANY MANNER ANY OF THE PROPERTY; AND (IV) ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES BY GRANTOR WHATSOEVER. GRANTEE HAS MADE ITS OWN PHYSICAL INSPECTION OF THE PROPERTY AND HAS SATISFIED ITSELF AS TO THE CONDITION OF THE PROPERTY FOR GRANTEE'S INTENDED USE. GRANTOR MAKES NO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES AS TO THE NATURE OR QUANTITY OF THE INTERESTS THEY OWN IN ANY OIL, GAS AND OTHER MINERALS. AFTER CLOSING, AS BETWEEN GRANTEE AND GRANTOR, THE RISK OF LIABILITY OR EXPENSE FOR

ENVIRONMENTAL PROBLEMS, EVEN IF ARISING FROM EVENTS BEFORE CLOSING, WILL BE THE SOLE RESPONSIBILITY OF GRANTEE, REGARDLESS OF WHETHER THE ENVIRONMENTAL PROBLEMS WERE KNOWN OR UNKNOWN AT CLOSING. ONCE CLOSING HAS OCCURRED, TO THE EXTENT ALLOWED BY LAW, GRANTEE INDEMNIFIES, HOLDS HARMLESS, AND RELEASES GRANTOR FROM LIABILITY FOR ANY LATENT DEFECTS AND FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY, INCLUDING LIABILITY UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA), THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA), THE TEXAS SOLID WASTE DISPOSAL ACT, OR THE TEXAS WATER CODE.. TO THE EXTENT ALLOWED BY LAW, GRANTEE INDEMNIFIES, HOLDS HARMLESS, AND RELEASES GRANTOR FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY ARISING AS THE RESULT OF THEORIES OF PRODUCTS LIABILITY AND STRICT LIABILITY, OR UNDER NEW LAWS OR CHANGES TO EXISTING LAWS ENACTED AFTER THE EFFECTIVE DATE THAT WOULD OTHERWISE IMPOSE ON GRANTORS IN THIS TYPE OF TRANSACTION NEW LIABILITIES FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY.

Grantee acknowledges and agrees that having been given the opportunity to inspect the Property, Grantee is relying solely on its own investigation of the Property and not on any information provided or to be provided by Grantor, and Grantee further acknowledges and agrees that any information provided or to be provided with respect to the Property was obtained from a variety of sources and that the Grantor has not made any independent investigation or verification of such information.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

TO HAVE AND TO HOLD the above described Property, subject to the aforesaid, together with all and singular the rights and appurtenances thereto in any manner belonging unto the said GRANTEE, its successor and assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under GRANTOR, but not otherwise.

EXECUTED this ____ day of _____, 202__.

ATTEST: _____ INDEPENDENT SCHOOL
DISTRICT

By: _____
Board Secretary
Trustees

By: _____
President of the Board of

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed same for the purposes and consideration therein expressed in the capacity therein stated, and as the act and deed of said _____ INDEPENDENT SCHOOL DISTRICT, as authorized pursuant to action of the Board of Trustees on _____, 20____.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on the ____ day of _____, 202__, to certify which witness my hand and official seal.

[Seal]

Notary Public, State of Texas

PREPARED IN THE OFFICE OF:
AFTER RECORDING RETURN TO:

EXHIBIT A
DESCRIPTION OF PROPERTY

EXHIBIT B
PERMITTED EXCEPTIONS

Commissioners Court - Regular Session**53.****Meeting Date:** 06/28/2022

Sam Bass Road Condemnation Resolution

Submitted For: Charlie Crossfield**Submitted By:** Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn (0.063 acres) required for the construction of Sam Bass Road. (JSK ATX Investments LLC/ Parcel 11) Funding Source: Road Bonds P462

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
---------	----------	-------------	--------

Attachments

Resolution

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 06/23/2022

Reviewed By

Becky Pruitt

Date

06/23/2022 10:54 AM

Started On: 06/22/2022 03:17 PM

**IN THE COMMISSIONERS' COURT
OF WILLIAMSON COUNTY, TEXAS**

RESOLUTION

WHEREAS, the Commissioners' Court of Williamson County, Texas, has found and determined that in order to promote the public safety, to facilitate the safety and movement of traffic, and to preserve the financial investment of the public in its roadways, public necessity requires acquisition of fee simple title to that certain tracts of land being 0.063 acres (Parcel 11) and described by metes and bounds in Exhibit "A" owned by **JSK ATX INVESTMENTS LLC** for the purpose of constructing, reconstructing, maintaining, and operating Corridor H (Sam Bass Road) roadway improvements ("Project"), excluding all the oil, gas, and sulphur which can be removed from beneath said real property, without any right whatever remaining to the owner of such oil, gas, and sulphur of ingress to or egress from the surface of said real property for the purpose of exploring, developing, or mining of the same, as a part of the improvements to the Project, at such locations as are necessary and that such constructing, reconstructing, maintaining, and operating shall extend across and upon, and will cross, run through, and be upon the hereinafter described real properties; and

WHEREAS, the Commissioners' Court of Williamson County, Texas, has, through agents employed by the said office, entered into bona fide good faith negotiations with the owners of the hereinafter described properties and has failed to agree with the owners on the compensation and damages, if any, due to said owners. Now, therefore, the Commissioners' Court of Williamson County, Texas is authorizing the use of its power of eminent domain to condemn property.

BE IT RESOLVED BY THE COMMISSIONERS' COURT OF THE COUNTY OF WILLIAMSON, that the County Attorney or his designated agent be and he is hereby authorized and directed to file or cause to be filed against the owners of any interest in, and the holders of any lien secured by, the following described tracts of land, described in Exhibit "A" attached hereto, a suit in eminent domain to acquire the property interests for the aforesaid purposes; and

It is the intent of the Commissioners' Court that this resolution authorizes the condemnation of all property interests required to complete the construction and maintenance of the Project and associated public purposes. If it is later determined that there are any errors in the descriptions contained herein or if later surveys contain more accurate revised descriptions, the County Attorney is authorized to have such errors corrected or revisions made without the necessity of obtaining a new resolution of the Commissioners' Court authorizing the condemnation of the corrected or revised Property.

BE IT FURTHER RESOLVED that the County Attorney or his designated agent be and he is hereby authorized and directed to incur such expenses and to employ such experts as he shall deem necessary to assist in the prosecution of such suit in eminent domain, including, but not limited to, appraisers, engineers, and land use planners or other required expert consultants.

Adopted this _____ day of _____, 2022.

Bill Gravell, Jr.
Williamson County Judge

EXHIBIT "A"

County: Williamson
Parcel No.: 11
Highway: C.R. 175 (Sam Bass Road)
Limits: From: F.M. 1431
To: 1,000' East of Wyoming Springs Drive

Page 1 of 4
April 23, 2020

PROPERTY DESCRIPTION FOR PARCEL 11

DESCRIPTION OF A 0.063 ACRE (2,740 SQ. FT.) PARCEL OF LAND LOCATED IN THE J.H. DILLARD SURVEY, ABSTRACT 179, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 1, BRUSHY BEND PARK, SECTION II, PHASE II, A SUBDIVISION OF RECORD IN CABINET C, SLIDE 123, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS (P.R.W.C.TX.), DESCRIBED AS 3.34 ACRE TRACT OF LAND IN A DEED TO MARILYN CARLSON LEBLANC, RECORDED JUNE 1, 2016 IN DOCUMENT NO. 2016046528, OFFICAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.); SAID 0.063 ACRE (2,740 SQ. FT.) PARCEL, AS SHOWN ON A PLAT PREPARED BY SAM, LLC, BEING MORE PARTICULARY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod found 571.20 feet right of County Road 175 (Sam Bass Road) Engineer's Centerline Station (E.C.S.) 279+64.05, for the southwest corner of the remainder of a called 2.237 acre tract of land, described as Tract I in a deed to Pleona May, recorded in Volume 867, Page 337, Deed Records of Williamson County, Texas (D.R.W.C.TX.), same being the southeast corner of said Lot 1;

THENCE N 12°09'45" W, with the common line of said Lot 1 and said remainder of a called 2.237 acre tract, a distance of 580.21 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" (Surface Coordinates: N=10,170,307.84, E=3,107,789.48) set 16.20 feet right of Sam Bass Road E.C.S 278+45.22 on the proposed south right-of-way line of Sam Bass Road, for the southeast corner and **POINT OF BEGINNING** of the parcel described herein, said point being the beginning of a curve to the right;

THENCE departing the common line of said Lot 1 and said remainder of a called 2.237 acre tract, with the proposed south right-of-way line of said Sam Bass Road, over and across said Lot 1, the following three (3) courses and distances numbered 1-3:

- 1) With said curve to the right, crossing at an arc distance of 56.77 feet the south line of a 25-foot wide Easement for Future Roadway Improvements shown on the said Brushy Bend Park subdivision plat, and continuing for a total arc distance of 111.04 feet, through a central angle 10°16'42", having a radius of 619.00 feet, and a chord that bears N 72°38'35" W, a distance of 110.89 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 15.25 feet right of Sam Bass Road E.C.S 277+37.08,
- 2) S 22°29'46" W, a distance of 7.47 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 22.72 feet right of Sam Bass Road E.C.S 277+37.04, said point being the beginning of a curve to the right, and
- 3) With said curve to the right, an arc distance of 38.35 feet, through a central angle 03°30'27", having a radius of 626.47 feet, and a chord that bears N 65°45'01" W, a distance of 38.34 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 22.54 feet right of Sam Bass Road E.C.S 277+00.12 on the existing south right-of-way line of Sam Bass Road, a variable width right-of-way, no record information found, for the west corner of the parcel described herein, from which a 1/2-inch iron rod found, for the northeast corner of Lot 1, Block A, Spanish Oak Terrace, Phase One, a subdivision of record in Volume 7, Page 70, P.R.W.C.TX., described in a deed to Klaus D. Kuhlmann and wife, Marianne Kuhlmann, recorded in Volume 657, Page 441, D.R.W.C.TX., same being the northwest corner of said Lot 1, bears N 88°22'19" W, a distance of 171.39 feet;

EXHIBIT "A"

County: Williamson
Parcel No.: 11
Highway: C.R. 175 (Sam Bass Road)
Limits: From: F.M. 1431
To: 1,000' East of Wyoming Springs Drive

Page 2 of 4
April 23, 2020

4) **THENCE** S 88°22'19" E, departing the proposed south right-of-way line of said Sam Bass Road, with the existing south right-of-way line of said Sam Bass Road, a distance of 135.51 feet to a 1/2-inch iron rod found, for the northwest corner of said remainder of a called 2.237 acre tract, same being the northeast corner of said Lot 1 and the parcel described herein;

5) **THENCE** S 12°09'45" E, departing the existing south right-of-way line of said Sam Bass Road, with the common line of said Lot 1 and said remainder of a called 2.237 acre tract, crossing at a distance of 25.65 feet the south line of said 25-foot wide Easement for Future Roadway Improvements, and continuing for a total distance of 38.95 feet to the **POINT OF BEGINNING**, and containing 0.063 acre (2,740 sq. ft.) of land, more or less.

This property description is accompanied by a separate plat of even date.

Bearing Basis:

All bearings shown are based on the Texas Coordinate System, Central Zone, NAD 83/2011. All distances shown are surface and may be converted to grid by dividing by a Surface Adjustment Factor of 1.00012. Units: U.S. Survey Feet.

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

That I, Scott C. Brashear, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on the date shown below.

SURVEYING AND MAPPING, LLC
4801 Southwest Pkwy
Building Two, Suite 100
Austin, Texas 78735
TX. Firm No. 10064300

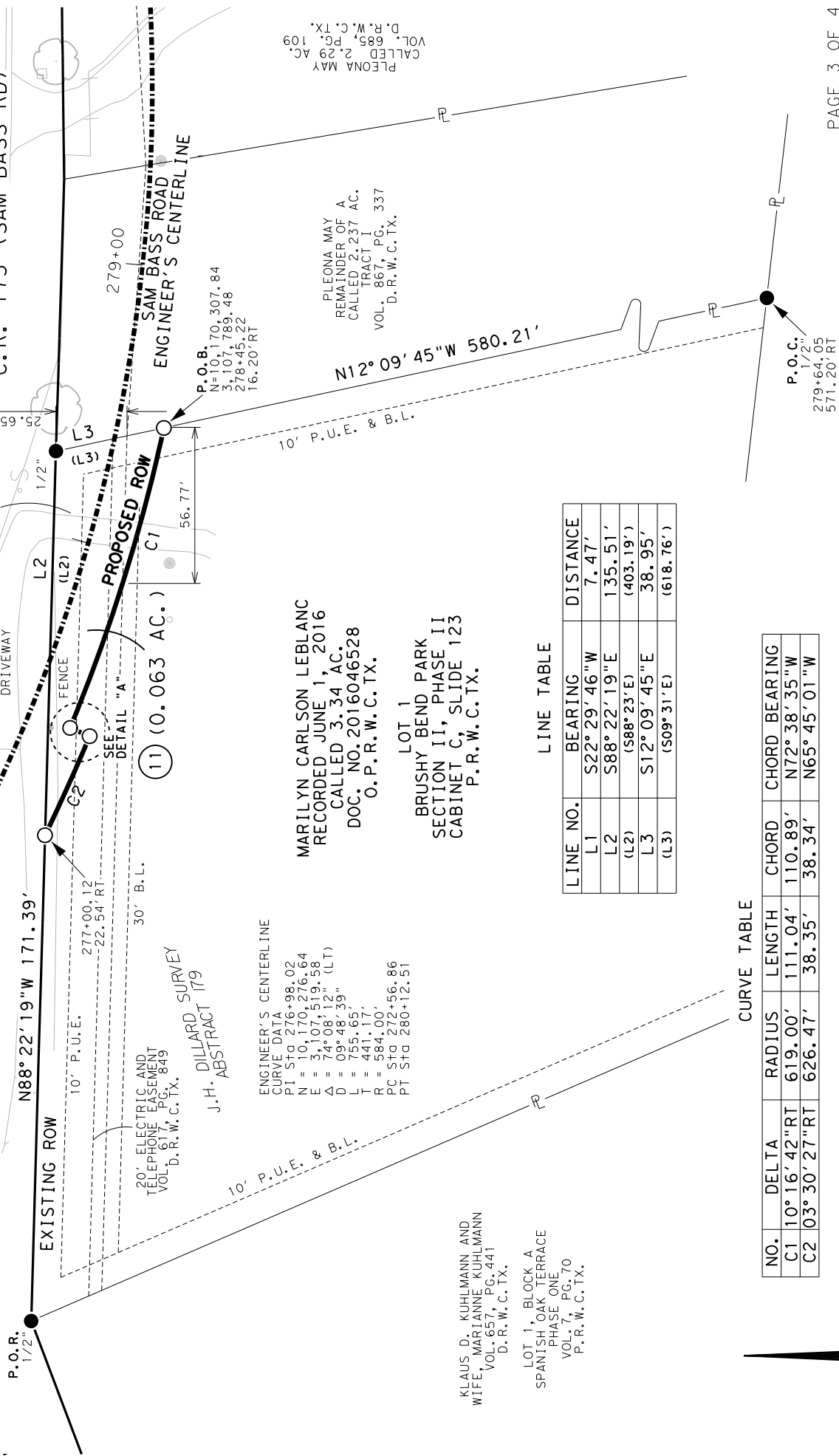


Sent C. R. 4/24/20

Scott C. Brashear
Registered Professional Land Surveyor
No. 6660 – State of Texas

EXHIBIT "A"

(VARIABLE WIDTH R.O.W)
(NO RECORD INFORMATION FOUND)



MARILYN CARLSON LEBLANC
RECORDED JUNE 1, 2016
CALLED 3.34 AC.
DOC. NO. 2016046528
O.P.R.W.C.TX.

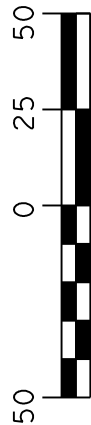
LOT 1
BRUSHY BEND PARK
SECTION 11, PHASE II
CABINET C, SLIDE 123
P.R.W.C.TX.

LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	S22° 29' 46" W	7.47'
L2	S88° 22' 19" E	135.51'
(L2)	(S88° 23' E)	(403.19')
L3	S12° 09' 45" E	38.95'
(L3)	(S09° 31' E)	(618.76')

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	10° 16' 42" RT	619.00'	111.04'	110.89'	N72° 38' 35" W
C2	03° 30' 27" RT	626.47'	38.35'	38.34'	N65° 45' 01" W



GRAPHIC SCALE
SCALE: 1" = 50'
WILLIAMSON COUNTY, TEXAS



4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
MARILYN CARLSON LEBLANC
PARCEL 11
0.063 AC. (2,740 SQ. FT.)

FILE: \\saminc\aus\PROJECTS\1017038216\100\Survey\03Exhibits\11\PLAT\00NP-11.dgn

EXISTING 3.34 AC. ACQUIRE 0.063 AC. REMAINING 3.277 AC. RIGHT

PAGE 3 OF 4
REF. FIELD NOTE NO. 47012

EXHIBIT "A"

LEGEND

- 5/8" IRON ROD SET WITH ALUMINUM CAP
STAMPED "WILLIAMSON COUNTY"
- 1/2" IRON ROD FOUND UNLESS NOTED
- FENCE POST (TYPE NOTED)
- CALCULATED POINT
- PROPERTY LINE
- RECORD INFORMATION
- POINT OF BEGINNING
- POINT OF COMMENCING
- POINT OF REFERENCE
- N.T.S.
- DEED RECORDS OF
WILLIAMSON COUNTY, TEXAS
- O.R.W.C.TX.
- OFFICIAL RECORDS OF
WILLIAMSON COUNTY, TEXAS
- OFFICIAL PUBLIC RECORDS OF
WILLIAMSON COUNTY, TEXAS
- O.P.R.W.C.TX.
- DISTANCE NOT TO SCALE
- DEED LINE (COMMON OWNERSHIP)

NOTES:

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- THIS SURVEY WAS COMPLETED WITH THE BENEFIT OF TITLE REPORT, PROVIDED BY TITLE RESOURCES GUARANTY COMPANY, GF NO. 2007113, EFFECTIVE DATE FEBRUARY 10, 2020, AND ISSUED DATE FEBRUARY 20, 2020. THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.
- SAM BASS ROAD ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM KPRIESE. SCHEMATIC RECEIVED BY SAM, LLC. IN APRIL, 2019.
- THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.
- * AREA CALCULATED BY SAM, LLC.

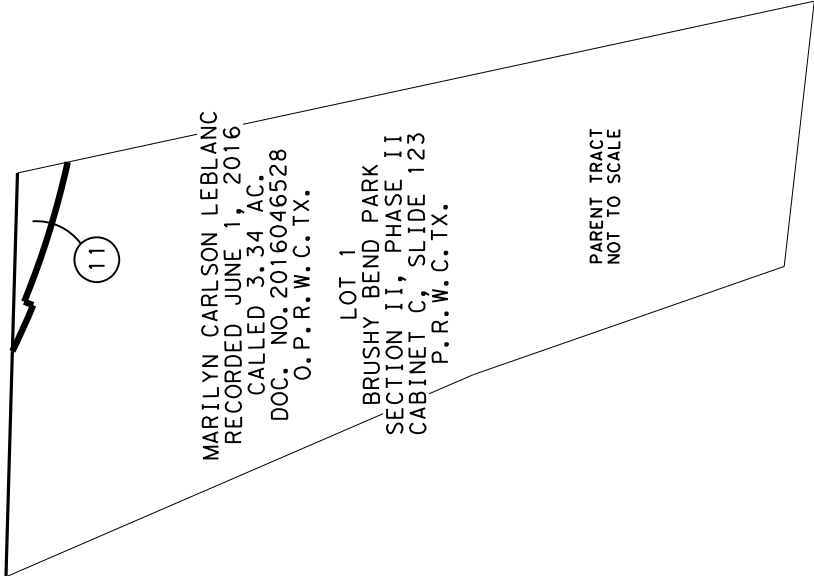
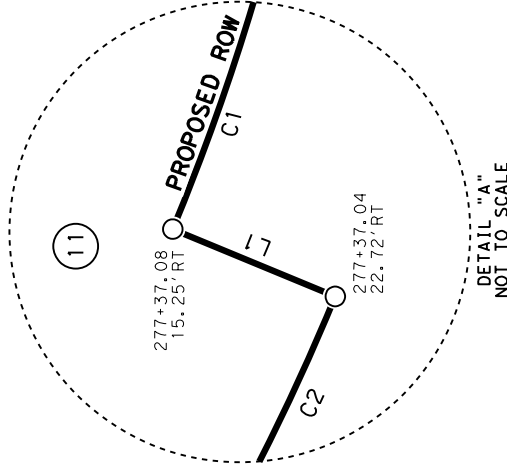
I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Scott C. Brashear

SCOTT C. BRASHEAR
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6660, STATE OF TEXAS

4/24/20

DATE



FILE: \\saminc\aus\PROJECTS\1017038216\100\Survey\03Exhibits\11PLAT\00NP-11.dgn

EXISTING	3.34 AC.	ACQUIRE	0.063 AC.	REMAINING	3.277 AC.
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4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300



RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
MARILYN CARLSON LEBLANC
PARCEL 11
0.063 AC. (2,740 SQ. FT.)

Commissioners Court - Regular Session

54.

Meeting Date: 06/28/2022

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 332
- 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 Bud Stockton Extension.
- g) Discuss the acquisition of real property for CR 305/307.
- 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 right-of-way for Hero Way.
- 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 right of way for Corridor E.
- v) Discuss acquisition of right of way for County Road 245.
- w) Discuss acquisition of right of way for CR 401/404.
- x) Discuss acquisition of right of way for Liberty Hill Bypass.

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
- g) Discuss the sale of 106 Dana Drive, Hutto, Texas
- h) Discuss the sale of property located adjacent to the existing Williamson County EMS Bay/SO and MOT building at 1801 E. Settlers Boulevard, Round Rock, Texas

- C. Discuss the Williamson County Reimbursement Agreement for Construction of San Gabriel Blvd. and New Hope Road with the City of Leander and TIRZ #1
- D. Discuss the Cobb Cavern Conservation Easement Amendment and potential acquisition.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 06/23/2022

Reviewed By

Becky Pruitt

Date

06/23/2022 11:00 AM

Started On: 06/23/2022 10:15 AM

Commissioners Court - Regular Session**55.****Meeting Date:** 06/28/2022

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:
Business prospect(s) that may locate or expand within Williamson County.

- a) Project Red Hot Chili Pepper
- b) Project Flex Power
- c) Project Pearson Ranch
- d) Project Fittipaldi
- e) Project Venture
- f) Project 007
- g) Project Acropolis
- h) Project Crystal Lagoon
- i) Project Phantom
- j) Project World

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 06/23/2022

Reviewed By

Becky Pruitt

Date

06/23/2022 11:01 AM

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