NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONERS COURT
July 19, 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 – 25)

3. Discuss, consider and take appropriate action on a line item transfer for Constable Precinct #3.

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM	0100-0553-003002	VEHICLE EQUIPMENT < $5,000	$2,000.00
FROM	0100-0553-003005	OFFICE FURNITURE < $5,000	$500.00
FROM	0100-0553-003006	OFFICE EQUIPMENT < $5,000	$500.00
FROM	0100-0553-003010	COMPUTER EQUIPMENT < $5,000	$3,000.00
FROM	0100-0553-003311	UNIFORMS	$2,000.00
FROM	0100-0553-003003	RADIO EQUIPMENT	$1,000.00
TO	0100-0553-003301	GASOLINE	$9,000.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0576.004102	Residential Services	56,500.00
To	0100.0576.003005	Office Furniture < $5,000	56,500.00

5. 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	$100,000.00
To	0100.0509.004100	Professional Services	$2,500.00
To	0100.0509.004510	Facility Maint & Repair	$97,500.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0200-0210-000777	Transfer to Capital Projects	$4,100,000.00
To	0200-0210-003301	Gasoline	$350,000.00
To	0200-0210-003550	Asphalt	$900,000.00
To	0200-0210-003599	Road Constr./Maint.	$2,765,000.00
To	0200-0210-004150	Surveying	$70,000.00
To	0200-0210-004430	Utilities	$15,000.00

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

8. Discuss, consider, and take appropriate action on approving property tax collections for the month of June 2022 for the Williamson County Tax Assessor/Collector.

9. Discuss, consider, and take appropriate action on authorizing the disposal of various county vehicles(s) and equipment assets through Transfer including two (2) Chevy Tahoes, pursuant to Tx. Local Gov't Code 263.152.

10. Discuss, consider, and take appropriate action on authorizing the disposal of various county vehicles(s) and equipment assets through Auction including four (4) Crown Victorias, one (1) New Holland tractor, ten (10) Chevy Tahoes, two (2) Ford Escapes, one (1) Dodge Dakota and one (1) Dodge Ram 1500, pursuant to Tx. Local Gov't Code 263.152.

11. Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 4, June 2022 Monthly Report in compliance with Code of Crim. Proc. § 103.005.

12. Discuss, consider and take appropriate action approving and ratifying the salary grievance committee members and alternate members, as deliberated under Agenda Item No. 30 of the Williamson County Commissioner Court's June 28, 2022 session.

13. Discuss, consider and take appropriate action regarding the engagement of the law firm of Bickerstaff Heath Delgado Acosta LLP to represent Williamson County Judge Bill Gravell, Commissioners Terry Cook, Cynthia Long, Valarie Covey, Ross Boles and Christopher J. Davis, in their official capacities as County Judge, Commissioners, and Elections Administrator of Williamson County, in *Strongin et al v. Scott* et al., No. 4:22-cv-00576-P-BJ, in the United States District Court for the Northern District, Texas, and Williamson County in other legal services assigned or requested, only if the scope of which is confirmed by the Williamson County Commissioners Court or its Office of General Counsel; 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 Tex. Loc. Gov't Code § 262.024(a)(4).

14. Discuss, consider, and take appropriate action on awarding Quick Quote #22RFQ81 for Online Language Testing to Alta Language Services, Inc, with the not-to-exceed amount of $49,000.00 and authorize the execution of the agreement.

15. Discuss, consider, and take appropriate action on approving a Business Associate Agreement between Williamson County and CommuniCare Technologty, Inc.

16. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for Medical Supplies for Emergency Medical Services (EMS) under IFB #22IFB137.

17. Discuss, consider and take appropriate action on approving the month-to-month Lease Agreement extension between Williamson County and Kleinfield Golf Cars, LLC for the rental of a golf cart at a rate of $475.00 per month to support the operations of the Williamson County Expo Center and authorizing execution of the agreement.

18. Discuss, consider and take appropriate action on approving the Capital Area Council of Governments (CAPCOG) Interlocal Agreement for conducting a satellite Basic Peace Officer Course at the Deputy A.W. Grimes Training Center to commence on August 29, 2022 and end on June 9, 2023.

19. Discuss, consider and take appropriate action on accepting a report from The Roof Co Waco, LLC, Change Order No. 3 for the Williamson County CTTC Winter Storm Repairs (P565). This is a no-cost change order, requesting additional time to September 25, 2022.

20. Discuss, consider and take appropriate action on Contract Amendment 1 to Williamson County First Amended and Restated Agreement for Engineering Services between Williamson County and BLGY Architecture relating to the Children's Advocacy Center Addition Project (P530).

21. Discuss, consider and take appropriate action on Supplemental Agreement No. 2 to First Amended and Restated Agreement for Design & Engineering Services, as Amended, with BLGY, Inc., for the Children's Advocacy Center Addition Project (P530).

22. Discuss, consider and take appropriate action on Supplemental Work Authorization No 2 to Work Authorization No 3 under Williamson County Contract between Cobb Fendley & Associates Inc. and Williamson County dated July 16, 2019 for On Call Utility Coordination and Relocation for All Williamson County Road and Bridge Non-Capital Improvement Projects. This supplemental is to increase the maximum amount payable to $70,000.00. Funding source: 01.0200.0210.004100.

23. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for County Road 366, under IFB #22IFB138. Funding Source is P296.

24. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for FM 3349 at US 79, under IFB #22IFB139. Funding Source is P332.

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

REGULAR AGENDA

26. Discuss, consider and take appropriate action on a resolution designating July 17 to 23, 2022, as Pretrial, Probation, and Parole Supervision Week in Williamson County, Texas.

27. Discuss, consider and take appropriate action on the presentation/funding commitment to the Williamson County Economic Development Partnership for FY23 from WilCo EDP President Ben White.

28. Discuss, consider and take appropriate action on setting a Public Hearing for August 2, 2022 at 9:30 a.m. regarding the setting of an amended rate associated with mandatory provider participation payments that Williamson County may require of all local hospitals for Fiscal Year (FY) 2022 in relation to the Williamson County Health Care Participation Program and establish how the revenue derived from those payments may be spent in accordance with Chapter 292B of the Texas Health and Safety Code and the Williamson County Health Care Provider Participation Program Rules and Procedures.

29. Discuss, consider and take appropriate action on the FY 2022/2023 Budget Order.

30. Discuss, consider and take appropriate action on approving the position classifications for Salary Study 5b.

31. Discuss, consider and take appropriate action on a First Amended and Restated Agreement for Crisis Services by and between Williamson County and Bluebonnet Trails Community MHMR Center D/B/A Bluebonnet Trails Community Services to address coordination of crisis services in Williamson County, Texas.

32. Discuss, consider, and take appropriate action on approving a data use agreement between Williamson County and ESO, Inc.

33. Discuss, consider and take appropriate action on awarding #22RFSQ55 Strategic Plan Consulting to the overall best qualifying firm, SBrand Solutions, LLC, and authorizing execution of the agreement.

34. Discuss, consider and take appropriate action on approving the Agreement for Interactive Voice Response (IVR) Support Services in the amount of $5,900.00 and exempting this purchase from the competitive bidding requirements for said service established by Texas Local Government code 262.024 (a)(7)(D) captive replacement parts and components for equipment and authorizing the execution of the agreement.

35. Discuss and receive updates on the Facilities Management Department projects. Dale Butler, Senior Director, will present a PowerPoint slideshow.

36. Receive the July 2022 Construction Summary Report and PowerPoint Presentation.

37. Discuss, consider and take appropriate action on approving the Service Agreement for Paint Booth Maintenance between Kayco Spray Booths, Inc. and Williamson County in the amount of $7,900.00 and exempting this purchase from the competitive bidding requirements for said service established by Texas Local Government code 262.024 (a)(7)(D) captive replacement parts and components for equipment.

38. Discuss, consider and take appropriate action regarding the temporary closing of CR 137 for road work to restore deteriorated roadbed.

39. Discuss, consider, and take appropriate action on approving a 2019 Road Bond Budget Transfer per Mike Weaver, Road Bond Manager, to transfer $550,000 from P384 (Ronald Reagan BLVD Widening) to P597 (Chandler Branch Tributary 3 Channel Improvements).

40. Discuss, consider, and take appropriate action on approving a LTP budget transfer per Mike Weaver, Road Bond Manager, to transfer $500,000 from P361 (Corridor I FM 3405) to P598 (Seward Junction Loop North-SH29 at Seward Junction to SH 29 at CR 260), $500,000 from P372 (Corridor E3) to P598 (Seward Junction Loop North-SH29 at Seward Junction to SH 29 at CR 260), $100,000 from P457 (LTP ROW) to P598 (Seward Junction Loop North-SH29 at Seward Junction to SH 29 at CR 260), $1,100,000 from P457 (LTP ROW) to P599 (Chandler Corridor Segment 1 SH130 to CR 101) and $1,100,000 from P457 (LTP ROW) to P600 (Chandler Corridor Segment 2 (CR 101 to SH95).

41. Discuss, consider, and take appropriate action on awarding IFB #22IFB116 Asphalt Mixes to Asphalt Inc LLC, dba Lone Star Paving and Texas Materials Group, Inc. based on the lowest and best bids for a particular location or type of material for the Road and Bridge Department.

42. Discuss, consider, and take appropriate action on awarding IFB #22IFB126 Future County Road Between CR 404 and FM 973 to the lowest and best bidder, Chasco Constructors Ltd, LLP, in the amount of $11,289,929.00 and authorizing the execution of the agreement. Funding Source is P390F.

43. Discuss, consider and take appropriate action on a real estate contract with Nelson Homestead Family Partnership, Ltd. for 8.796 AC of right of way and 0.893 AC for a drainage easement needed on the CR 110 Middle project (Parcel 9M Part 2 and 9M-E Part 2). Funding Source: Road Bonds P261

44. Discuss, consider and take appropriate action on an Interlocal Agreement with the City of Round Rock Regarding Sharing of Costs for the Chandler Branch Tributary 3 Channel Improvements Project. Funding Source: Road Bond A new P# for the project will be established via a budget memo that is included on the 7/19 agenda.

45. Discuss, consider and take appropriate action on a License and Temporary Use Agreement with Austin White Lime for SH 195 @ Ronald Reagan Boulevard environmental investigations to determine the viability of the project area.

46. Discuss, consider and take appropriate action on an Amended Development Agreement with MacNak, LLC and accepting the following documents in regard to the CR 258 project (Parcels 1 & 2). Funding Source: Road Bonds P277

Parcel 1:

Deed 2.053 AC

Parcel 2:

Deed 4.391 AC
Drainage easement for 0.065 AC and 0.118 AC
Temporary Construction Easement-CR 258 Off Site Grading
Slope and Lateral Support Easement

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)."

47. 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.

48. 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
k) Project Mellencamp

49. 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. Hurdsman, #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.
6. Legal matters relating to Application of Bryan I. Klepzig for a new Municipal Solid Waste Registration Compost Facility in Williamson County, Texas; Proposed Registration No. 42045.

50. 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).

51. 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)

52. Discuss and take appropriate action concerning economic development.

53. Discuss and take appropriate action concerning real estate.

54. 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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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
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3. EEOC Charge #451-2021-01357 – J.G.
4. EEOC Charge #451-2021-01145 – G.H.
5. EEOC Charge #451-2021-01742 – J.R.

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1. Property damage claim by Erica Walls

e. Other:

1. Legal matters pertaining to the Emergency Communications Department.
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5. Legal matters pertaining to tax exemptions for private apartment developers under 303.042(f) of the Texas Local Government Code.
6. Legal matters relating to Application of Bryan I. Klepzig for a new Municipal Solid Waste Registration Compost Facility in Williamson County, Texas; Proposed Registration No. 42045.

55. 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.

56. Comments from Commissioners.

57. 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 15th day of July 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: 07/19/2022

Line Item Transfer for Constable Pct 3

Submitted By: Patrick Hurley, Constable Pct. #3

Department: Constable Pct. #3

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a line item transfer for Constable Precinct #3.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM	0100-0553-003002	VEHICLE EQUIPMENT < $5,000	$2,000.00
FROM	0100-0553-003005	OFFICE FURNITURE < $5,000	$500.00
FROM	0100-0553-003006	OFFICE EQUIPMENT < $5,000	$500.00
FROM	0100-0553-003010	COMPUTER EQUIPMENT < $5,000	$3,000.00
FROM	0100-0553-003311	UNIFORMS	$2,000.00
FROM	0100-0553-003003	RADIO EQUIPMENT	$1,000.00
TO	0100-0553-003301	GASOLINE	$9,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	07/14/2022 11:38 AM
Budget Office	Saira Hernandez	07/14/2022 12:03 PM
Form Started By: Patrick Hurley		Started On: 07/13/2022 10:59 AM
Final Approval Date: 07/14/2022		

Commissioners Court - Regular Session **4.**

Meeting Date: 07/19/2022

Line Item Transfer Request for Juvenile Services

Submitted By: John Pelczar, Juvenile Services

Department: Juvenile Services

Agenda Category: Consent

Information

Agenda Item

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

Background

Juvenile Services is requesting this line item transfer to purchase beds for youth rooms. The current beds are made of wood and have been in use since the facility opened. Most are now unstable and we are unable to use them safely. This line item transfer, if approved, would allow us to purchase new, durable beds for all rooms for our residential program.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0576.004102	Residential Services	56,500.00
To	0100.0576.003005	Office Furniture < $5,000	56,500.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	07/14/2022 10:32 AM
Budget Office	Saira Hernandez	07/14/2022 11:25 AM
Form Started By: John Pelczar		Started On: 07/14/2022 10:08 AM
Final Approval Date: 07/14/2022		

Commissioners Court - Regular Session **5.**

Meeting Date: 07/19/2022

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 Professional Services and Facility Maintenance.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0509.004962	Janitorial Contract Services	$100,000.00
To	0100.0509.004100	Professional Services	$2,500.00
To	0100.0509.004510	Facility Maint & Repair	$97,500.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	07/07/2022 03:16 PM
Budget Office	Saira Hernandez	07/13/2022 09:45 AM
Form Started By: Gina Wrehsnig		Started On: 07/07/2022 03:00 PM
Final Approval Date: 07/13/2022		

Commissioners Court - Regular Session **6.**

Meeting Date: 07/19/2022

Line item transfer for the Road and Bridge Division

Submitted For: Terron Evertson **Submitted By:** Kelly Murphy, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

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

Background

This transfer is necessary in order to effectively continue operations in the Gasoline, Asphalt, Road Construction & Maintenance, Surveying and Utilities line items.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0200-0210-000777	Transfer to Capital Projects	$4,100,000.00
To	0200-0210-003301	Gasoline	$350,000.00
To	0200-0210-003550	Asphalt	$900,000.00
To	0200-0210-003599	Road Constr./Maint.	$2,765,000.00
To	0200-0210-004150	Surveying	$70,000.00
To	0200-0210-004430	Utilities	$15,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	07/13/2022 09:00 AM
Budget Office	Saira Hernandez	07/13/2022 09:45 AM
Form Started By: Kelly Murphy		Started On: 07/12/2022 12:12 PM
Final Approval Date: 07/13/2022		

Commissioners Court - Regular Session **7.**

Meeting Date: 07/19/2022

Compensation Items

Submitted By: Kayla Marek, Human Resources

Department: Human Resources

Agenda Category: Consent

Information

Agenda Item

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

Background

See attached documentation for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Merit Report

Merit LIT

Form Review

Inbox	Reviewed By	Date
Human Resources (Originator)	Rebecca Clemons	07/13/2022 07:32 PM
County Judge Exec Asst.	Becky Pruitt	07/14/2022 10:27 AM
Form Started By: Kayla Marek		Started On: 07/13/2022 04:30 PM
Final Approval Date: 07/14/2022		

Department	Position	Emp Num	Current Annual Salary	Annual Merit Amt	Merit%	New Annual Salary	Lump-sum Merit	Pay Proposal Reason	Effective Date of Change
Commissioner 1 - admin	Office Spec Sr Pct 1.0252.001100.	14065	$51,667.14	$1,033.34	2.00	$52,700.48	-	MERIT	22-Jul-22
Commissioner 1 - admin	Exec Asst Com 1.0251.001100.	14064	$76,604.84	$1,532.18	2.00	$78,137.02	-	MERIT	22-Jul-22
Juvenile Grant	Juv Prob Officer II Grant.1028.001100.	15828	$50,346.40	$1,006.93	2.00	$51,353.33	-	MERIT	22-Jul-22
Juvenile Services	Juv Probation Officer I.1163.001100.	15778	$46,781.26	$935.63	2.00	$47,716.88	-	MERIT	22-Jul-22
Juvenile Services	Sr Administrative Spec.1059.001100.	15722	$41,866.51	$837.32	2.00	$42,703.84	-	MERIT	22-Jul-22
Parks	Parks Assistant Director.1203.001100.	16030	$88,306.40	$2,649.14	3.00	$90,955.54	-	MERIT	22-Jul-22
Parks	Parks Maintenance Tech.1694.001100.	15181	$33,774.87	$1,013.25	3.00	$34,788.12	-	MERIT	22-Jul-22
Parks	Park Supervisor.1198.001100.	11676	$47,716.87	$1,431.45	3.00	$49,148.32	-	MERIT	22-Jul-22
Parks	Park Supervisor.1199.001100.	04673	$46,781.28	$2,338.96	5.00	$49,120.24	-	MERIT	22-Jul-22
Purchasing	Purchasing Specialist III.1213.001100.	15030	$48,675.33	$375.00	0.77	$49,050.33	-	MERIT	22-Jul-22
Purchasing	Contracts Specialist.1972.001100.	14915	$51,660.07	$375.04	0.73	$52,035.11	-	MERIT	22-Jul-22
Purchasing	Sr Purchasing Coordinator.1220.001100.	14461	$71,584.76	$375.18	0.52	$71,959.94	-	MERIT	22-Jul-22
Purchasing	Purchasing Specialist II.1696.001100.	15924	$46,366.76	$375.11	0.81	$46,741.86	-	MERIT	22-Jul-22

				(TO)	(FROM)
entity	fund	dept	object	dr	cr
01	0100	0211	001100	2,565.52	
01	0100	0211	001130		2,565.52
01	0100	0576	001100	2,779.88	
01	0100	0576	001130		2,779.88
01	0100	0510	001100	7,432.80	
01	0100	0510	001130		7,432.80
01	0100	0494	001100	1,500.33	
01	0100	0494	001130		1,500.33

Commissioners Court - Regular Session **8.**

Meeting Date: 07/19/2022

Property Tax Collections – June 2022

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

Department: County Tax Assessor Collector

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving property tax collections for the month of June 2022 for the Williamson County Tax Assessor/Collector.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

060122-063022 GWI-RFM

060122-063022 GWI-RFM Graph

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	07/14/2022 10:29 AM
Form Started By: Renee Clark		Started On: 07/14/2022 08:50 AM
Final Approval Date: 07/14/2022		

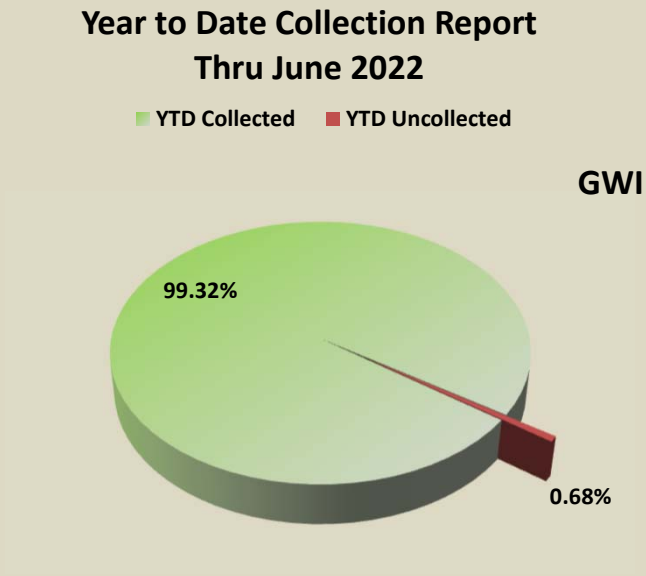
YEAR TO DATE - COLLECTION REPORT
Williamson County - GWI/RFM Property Taxes
June 30, 2022

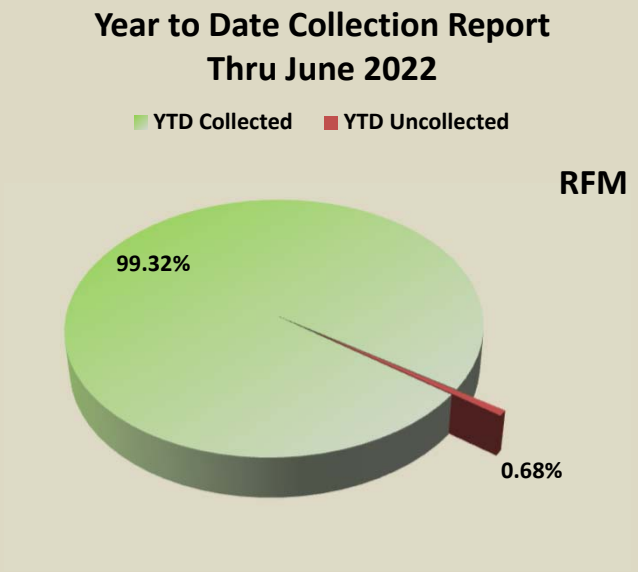
Williamson County General Fund	Tax Roll	Adjustments	Adjusted Tax Roll	Current Tax Collected	Penalty & Interest Collected	Variance	Uncollected Balance	YTD Collected	YTD Percent Collected	YTD Percent Collected w/P & I	YTD Percent Collected w/P & I & Prior Years
2021	$338,165,485.42	($586,598.08)	$337,578,887.34	$325,212.56	$50,188.72	$144.83	$2,279,840.15	$335,299,047.19	99.32%	99.49%	99.96%
2020 & Prior	$2,912,104.50	($469,946.04)	$2,442,158.46	($30,998.01)	$13,286.37	$6,305.95	$2,116,187.49	$325,970.97	13.35%	20.78%	
Rollbacks	$303,027.71	$2,134,668.39	$2,437,696.10	$233,844.01	$0.00	$0.00	$1,380,543.34	$1,057,152.76	43.37%	43.37%	
Total All	$341,380,617.63	$1,078,124.27	$342,458,741.90	$528,058.56	$63,475.09	$6,450.78	$5,776,570.98	$336,682,170.92	98.31%	98.53%	

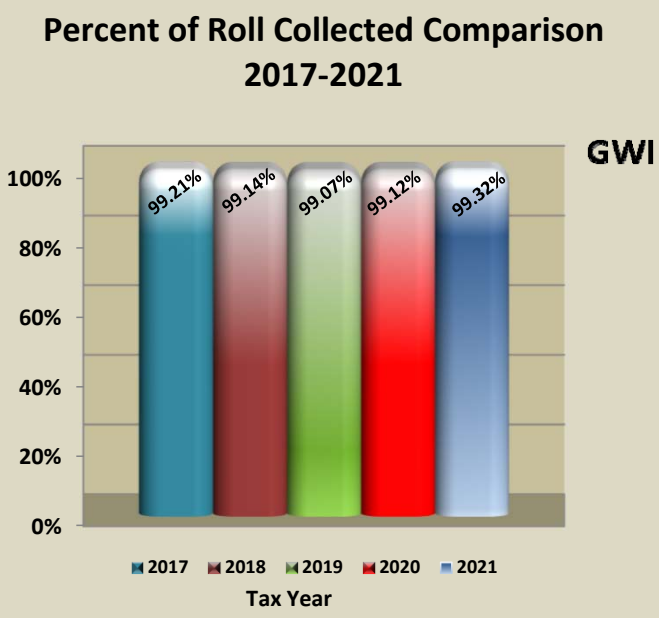
Williamson County RFM	Tax Roll	Adjustments	Adjusted Tax Roll	Current Tax Collected	Penalty & Interest Collected	Variance	Uncollected Balance	YTD Collected	YTD Percent Collected	YTD Percent Collected w/P & I	YTD Percent Collected w/P & I & Prior Years
2021	$34,120,490.65	($20,947.48)	$34,099,543.17	$36,458.95	$5,087.60	$15.12	$232,882.04	$33,866,661.13	99.32%	99.49%	99.93%
2020 & Prior	$264,578.33	($42,470.54)	$222,107.79	($3,057.08)	$1,285.54	$446.98	$189,994.61	$32,113.18	14.46%	22.00%	
Rollbacks	$28,849.49	$203,873.53	$232,723.02	$22,275.26	$0.00	$0.00	$131,876.60	$100,846.42	43.33%	43.33%	
Total All	$34,413,918.47	$140,455.51	$34,554,373.98	$55,677.13	$6,373.14	$462.10	$554,753.25	$33,999,620.73	98.39%	98.61%	

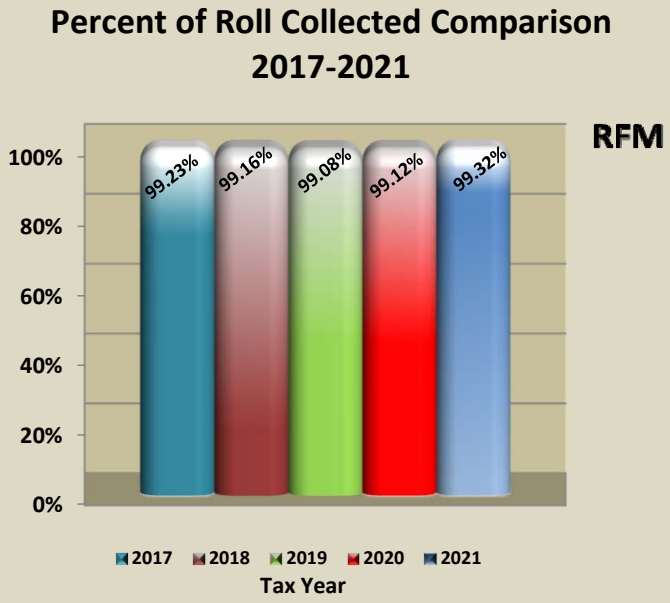
2021 COMBINED MONTHLY BREAKDOWN

Oct-21	$375,794,536.10	$47,590.91	$375,842,127.01	$13,224,298.30	$25,367.31	$503.32	$362,617,325.39	$13,224,801.62
Nov-21	$375,842,127.01	$253,452.94	$376,095,579.95	$18,249,853.40	$18,133.11	$8,781.58	$344,612,143.35	$31,483,436.60
Dec-21	$376,095,579.95	($95,829.26)	$375,999,750.69	$201,551,646.41	$24,278.10	$836.38	$142,963,831.30	$233,035,919.39
Jan-22	$375,999,750.69	($151,582.91)	$375,848,167.78	$126,527,612.67	$26,576.40	$693.71	$16,283,942.01	$359,564,225.77
Feb-22	$375,848,167.78	$67,496.54	$375,915,664.32	$4,731,485.18	$261,542.11	($319,171.54)	$11,939,124.91	$363,976,539.41
Mar-22	$375,915,664.32	($33,655.52)	$375,882,008.80	$3,322,439.26	$213,807.43	$623.15	$8,582,406.98	$367,299,601.82
Apr-22	$375,882,008.80	$665,578.86	$376,547,587.66	$914,415.28	$103,422.54	$968.53	$8,332,602.03	$368,214,985.63
May-22	$376,547,587.66	$486,076.69	$377,033,664.35	$1,864,457.47	$86,721.45	$11,699.98	$6,942,521.27	$370,091,143.08
Jun-22	$377,033,664.35	($20,548.47)	$377,013,115.88	$583,735.69	$69,848.23	$6,912.88	$6,331,324.23	$370,681,791.65


Year to Date Collection Report
Thru June 2022
YTD Collected
YTD Uncollected
GWI
99.32%
0.68%


Year to Date Collection Report
Thru June 2022
YTD Collected
YTD Uncollected
RFM
99.32%
0.68%


Percent of Roll Collected Comparison
2017-2021
GWI
100%
80%
60%
40%
20%
0%
99.21%
99.14%
99.07%
99.12%
99.32%
2017
2018
2019
2020
2021
Tax Year


Percent of Roll Collected Comparison
2017-2021
RFM
100%
80%
60%
40%
20%
0%
99.23%
99.16%
99.08%
99.12%
99.32%
2017
2018
2019
2020
2021
Tax Year

Commissioners Court - Regular Session **9.**

Meeting Date: 07/19/2022

Assets for Transfer

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 two (2) Chevy Tahoes, pursuant to Tx. Local Gov't Code 263.152.

Background

Please see the attached list for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

VSC Assets for Transfer 7.19.22

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	07/13/2022 01:32 PM
County Judge Exec Asst.	Becky Pruitt	07/13/2022 01:33 PM
Form Started By: Mary Watson		Started On: 07/11/2022 02:05 PM
Final Approval Date: 07/13/2022		

Vehicle Status Change

Reason for Status Change	TRANSFER (complete Receiving Department section)
Department	341 - Mobile Outreach
County VIN/Serial Number	1GNLC2E06ER203090
Equipment/Door Number	MB1409
License Plate	1171364
Year	2014
Make	Chevrolet
Model	Tahoe
Comments (mileage, mechanical issues, other info)	Effective 10/1/22
Elected Official/Department Head/Authorized Staff Digital Signature2	✔ Jeanne Williby 7/7/2022 9:40 AM
Receiving Department	560 - Sheriffs Office
Receiving Department Signature2	✔ Pat Erickson 7/7/2022 9:43 AM
Method of Status change: This vehicle is to be considered for: (select one)	Transfer
Fleet Comments	Transfer from MOT to Sheriff's Office at beginning of FY23
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 7/8/2022 8:12 AM
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	N/A
Authorizing HR Employee Digital Signature	✔ Malea Schmitt 7/8/2022 10:50 AM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✔ Nancy Schiller 7/8/2022 2:55 PM
Purchasing Department Signature Acknowledgement	✔ Mary Watson 7/11/2022 9:55 AM

Vehicle Status Change

Human Resources

Created by Williamson County Technology Services

Vehicle Status Change

Reason for Status Change	TRANSFER (complete Receiving Department section)
Department	341 - Mobile Outreach
County VIN/Serial Number	1GNLCDEC1GR368229
Equipment/Door Number	MB1697
License Plate	1326819
Year	2016
Make	Chevrolet
Model	Tahoe
Comments (mileage, mechanical issues, other info)	Effective 10/1/22
Elected Official/Department Head/Authorized Staff Digital Signature2	✔ Jeanne Williby 7/7/2022 9:39 AM
Receiving Department	570 - Jail
Receiving Department Signature2	✔ Pat Erickson 7/7/2022 9:43 AM
Method of Status change: This vehicle is to be considered for: (select one)	Transfer
Fleet Comments	Transfer from MOT to Jail at beginning of FY23
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 7/8/2022 8:07 AM
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	N/A
Authorizing HR Employee Digital Signature	✔ Malea Schmitt 7/8/2022 10:49 AM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✔ Nancy Schiller 7/8/2022 2:49 PM
Purchasing Department Signature Acknowledgement	✔ Mary Watson 7/11/2022 9:42 AM

Vehicle Status Change

Human Resources

Created by Williamson County Technology Services

Commissioners Court - Regular Session **10.**

Meeting Date: 07/19/2022

Assets for Auction

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the disposal of various county vehicles(s) and equipment assets through Auction including four (4) Crown Victorias, one (1) New Holland tractor, ten (10) Chevy Tahoes, two (2) Ford Escapes, one (1) Dodge Dakota and one (1) Dodge Ram 1500, pursuant to Tx. Local Gov't Code 263.152.

Background

Please see the attached list for details. Currently, the County is going through the vehicle status change process as noted here. Due to the marketplace challenges in procuring new fleet vehicles, the Fleet Department will offline the vehicles and hold them in our auction area until our position of no-vehicle auctions changes.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

VSC Assets for Auction 7.12.22

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	07/13/2022 03:51 PM
County Judge Exec Asst.	Becky Pruitt	07/13/2022 03:52 PM
Form Started By: Mary Watson		Started On: 07/11/2022 02:06 PM
Final Approval Date: 07/13/2022		

Vehicle Status Change

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Department	552 - Constable Pct 2
County VIN/Serial Number	1GNLC2EC5FR251823
Equipment/Door Number	2B1508
License Plate	1194211
Year	2015
Make	Chevrolet
Model	Tahoe
Comments (mileage, mechanical issues, other info)	78650
Elected Official/Department Head/Authorized Staff Digital Signature2	✔ James Thomas 1/6/2022 11:23 AM
Receiving Department Signature2	✘
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 1/6/2022 11:51 AM
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	N/A
Authorizing HR Employee Digital Signature	✔ Malea Schmitt 1/6/2022 12:20 PM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✔ Nancy Schiller 7/5/2022 3:33 PM
Purchasing Department Signature Acknowledgement	✔ Mary Watson 7/11/2022 9:27 AM

Vehicle Status Change

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Department	554 - Constable Pct 4
County VIN/Serial Number	1GNLC2E04BR234415
Equipment/Door Number	4B1132
License Plate	1110260
Year	2011
Make	CHEVROLET
Model	TAHOE
Elected Official/Department Head/Authorized Staff Digital Signature2	✓ Brian Olson 4/13/2022 3:17 PM
Receiving Department Signature2	✗
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Authorized Fleet Staff Digital Signature	✓ Kevin Teller 4/14/2022 8:12 AM
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	N/A
Authorizing HR Employee Digital Signature	✓ Malea Schmitt 4/13/2022 5:50 PM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✓ Nancy Schiller 7/8/2022 3:44 PM
Purchasing Department Signature Acknowledgement	✓ Mary Watson 7/11/2022 10:20 AM

Vehicle Status Change

Reason for Status Change	Other- See Comments
Department	572 - Community Supervision/Corrections
County VIN/Serial Number	700709M
Equipment/Door Number	SJ9744
License Plate	N/A
Year	1997
Make	New Holland
Model	Tractor
Comments (mileage, mechanical issues, other info)	retire and dispose through auction per Kevin Teller.
Elected Official/Department Head/Authorized Staff Digital Signature2	✔ Jameson Pennington 6/16/2022 1:40 PM
Receiving Department Signature2	✘
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Fleet Comments	Unit is no longer being utilized
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 6/16/2022 3:57 PM
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	N/A
Authorizing HR Employee Digital Signature	✔ Malea Schmitt 7/8/2022 11:00 AM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✔ Nancy Schiller 7/8/2022 2:51 PM
Purchasing Department Signature Acknowledgement	✔ Mary Watson 7/11/2022 9:47 AM

Vehicle Status Change

Human Resources

Created by Williamson County Technology Services

Vehicle Status Change

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Department	540 - EMS
County VIN/Serial Number	1GNLC2E08CR302281
Equipment/Door Number	EB1248
License Plate	1143887
Year	2012
Make	CHEVY
Model	TAHOE
Comments (mileage, mechanical issues, other info)	MILEAGE AS OF 4/11/2022 IS 119973. NO OTHER KNOWN ISSUES
Elected Official/Department Head/Authorized Staff Digital Signature2	✓ Mike Knipstein 4/11/2022 3:07 PM
Receiving Department Signature2	✗
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Authorized Fleet Staff Digital Signature	✓ Kevin Teller 5/9/2022 10:36 AM
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	N/A
Authorizing HR Employee Digital Signature	✓ Malea Schmitt 4/11/2022 3:50 PM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✓ Nancy Schiller 7/11/2022 7:54 AM
Purchasing Department Signature Acknowledgement	✓ Mary Watson 7/11/2022 10:32 AM

Vehicle Status Change

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Department	540 - EMS
County VIN/Serial Number	1GNLC2E0XCR204014
Equipment/Door Number	EB1216
License Plate	1136982
Year	2012
Make	CHEVY
Model	TAHOE
Comments (mileage, mechanical issues, other info)	mileage as of 4/11/2022 is 131006. No other issues that I know of.
Elected Official/Department Head/Authorized Staff Digital Signature2	✓ Mike Knipstein 4/11/2022 2:59 PM
Receiving Department Signature2	✗
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Authorized Fleet Staff Digital Signature	✓ Kevin Teller 5/9/2022 10:39 AM
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	N/A
Authorizing HR Employee Digital Signature	✓ Malea Schmitt 4/11/2022 3:49 PM
Auditor's Authorized Employee Digital Signature	✓ Nancy Schiller 4/14/2022 2:35 PM
Purchasing Department Signature Acknowledgement	✓ Mary Watson 7/11/2022 9:34 AM

Vehicle Status Change

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Department	540 - EMS
County VIN/Serial Number	1GNNLC2E00CR205429
Equipment/Door Number	EB1217
License Plate	1136984
Year	2012
Make	CHEVY
Model	TAHOE
Comments (mileage, mechanical issues, other info)	MILEAGE AS OF 4/11/2022 IS 120089
Elected Official/Department Head/Authorized Staff Digital Signature2	✔ Mike Knipstein 4/11/2022 3:00 PM
Receiving Department Signature2	✘
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 5/9/2022 10:37 AM
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	N/A
Authorizing HR Employee Digital Signature	✔ Malea Schmitt 4/11/2022 3:50 PM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✔ Nancy Schiller 7/11/2022 7:55 AM
Purchasing Department Signature Acknowledgement	✔ Mary Watson 7/11/2022 10:34 AM

Vehicle Status Change

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Department	540 - EMS
County VIN/Serial Number	1GNLCDEC9HR175571
Equipment/Door Number	EB1751
License Plate	1336400
Year	2017
Make	CHEVY
Model	TAHOE
Comments (mileage, mechanical issues, other info)	MILEAGE AS OF 4/11/2022 IS 141830. NO OTHER KNOWN ISSUES
Elected Official/Department Head/Authorized Staff Digital Signature2	✔ Mike Knipstein 4/11/2022 3:07 PM
Receiving Department Signature2	✘
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 5/9/2022 10:35 AM
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	N/A
Authorizing HR Employee Digital Signature	✔ Malea Schmitt 4/11/2022 3:51 PM
Auditor's Authorized Employee Digital Signature	✔ Nancy Schiller 7/11/2022 7:51 AM
Purchasing Department Signature Acknowledgement	✔ Mary Watson 7/11/2022 10:30 AM

Vehicle Status Change

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Department	503 - Information Systems
County VIN/Serial Number	1FMCU0F78EUC00979
Equipment/Door Number	IB1449
License Plate	1171374
Year	2014
Make	Ford
Model	Escape
Comments (mileage, mechanical issues, other info)	High Mileage - 117664 and AC doesn't work properly all the time
Elected Official/Department Head/Authorized Staff Digital Signature2	✔ Tammy McCulley 6/27/2022 9:59 AM
Receiving Department Signature2	✘
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 7/8/2022 8:03 AM
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	N/A
Authorizing HR Employee Digital Signature	✔ Malea Schmitt 7/8/2022 10:47 AM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✔ Nancy Schiller 7/8/2022 2:44 PM
Purchasing Department Signature Acknowledgement	✔ Mary Watson 7/11/2022 9:38 AM

Vehicle Status Change

Reason for Status Change	HIGH MILEAGE
Department	570 - Jail
County VIN/Serial Number	2FABP7BV9BX182443
Equipment/Door Number	SA1173
License Plate	1131010
Year	2011
Make	FORD
Model	Crown Vic
Comments (mileage, mechanical issues, other info)	142,886 mi.
Elected Official/Department Head/Authorized Staff Digital Signature2	✔ Pat Erickson 8/20/2021 3:40 PM
Receiving Department Signature2	✘
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 6/6/2022 3:02 PM
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	Confirmed
Authorizing HR Employee Digital Signature	✔ Logan Smith 7/8/2022 3:30 PM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✔ Nancy Schiller 7/11/2022 8:08 AM
Purchasing Department Signature Acknowledgement	✔ Mary Watson 7/11/2022 10:37 AM

Vehicle Status Change

Reason for Status Change	HIGH MILEAGE
Department	570 - Jail
County VIN/Serial Number	2FABP7BV2BX182445
Equipment/Door Number	SA1174
License Plate	1131027
Year	2011
Make	FORD
Model	Crown Vic
Comments (mileage, mechanical issues, other info)	138,680 mi.
Elected Official/Department Head/Authorized Staff Digital Signature2	✔ Pat Erickson 8/20/2021 3:41 PM
Receiving Department Signature2	✘
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 6/6/2022 3:03 PM
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	N/A
Authorizing HR Employee Digital Signature	✔ Logan Smith 7/8/2022 3:25 PM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✔ Nancy Schiller 7/8/2022 3:31 PM
Purchasing Department Signature Acknowledgement	✔ Mary Watson 7/11/2022 10:17 AM

Vehicle Status Change

Reason for Status Change	HIGH MILEAGE
Department	570 - Jail
County VIN/Serial Number	2FABP7BV9BX182460
Equipment/Door Number	SA1176
License Plate	1131030
Year	2011
Make	FORD
Model	Crown Vic
Comments (mileage, mechanical issues, other info)	156,302 mi.
Elected Official/Department Head/Authorized Staff Digital Signature2	✔ Pat Erickson 8/20/2021 3:41 PM
Receiving Department Signature2	✘
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 6/6/2022 3:06 PM
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	N/A
Authorizing HR Employee Digital Signature	✔ Logan Smith 7/8/2022 3:22 PM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✔ Nancy Schiller 7/8/2022 3:27 PM
Purchasing Department Signature Acknowledgement	✔ Mary Watson 7/11/2022 10:01 AM

Vehicle Status Change

Human Resources

Created by Williamson County Technology Services

Vehicle Status Change

Reason for Status Change	HIGH MILEAGE
Department	570 - Jail
County VIN/Serial Number	2FABP7BV3BX182471
Equipment/Door Number	SA1175
License Plate	1131028
Year	2011
Make	FORD
Model	Crown Vic
Comments (mileage, mechanical issues, other info)	126,930 mi.
Elected Official/Department Head/Authorized Staff Digital Signature2	✔ Pat Erickson 8/20/2021 3:41 PM
Receiving Department Signature2	✘
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 6/6/2022 3:04 PM
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	N/A
Authorizing HR Employee Digital Signature	✔ Logan Smith 7/8/2022 3:24 PM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✔ Nancy Schiller 7/11/2022 8:13 AM
Purchasing Department Signature Acknowledgement	✔ Mary Watson 7/11/2022 10:55 AM

Vehicle Status Change

Reason for Status Change	HIGH MILEAGE
Department	560 - Sheriffs Office
County VIN/Serial Number	1D7HE38K59S806869
Equipment/Door Number	SB0940
License Plate	HBV1643
Year	2009
Make	DODGE
Model	Dakota
Comments (mileage, mechanical issues, other info)	145,017 mi.
Elected Official/Department Head/Authorized Staff Digital Signature2	✔ Pat Erickson 8/20/2021 3:42 PM
Receiving Department Signature2	✘
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 6/6/2022 3:40 PM
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	N/A
Authorizing HR Employee Digital Signature	✔ Logan Smith 7/8/2022 3:19 PM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✔ Nancy Schiller 7/8/2022 3:23 PM
Purchasing Department Signature Acknowledgement	✔ Mary Watson 7/11/2022 10:00 AM

Vehicle Status Change

Human Resources

Created by Williamson County Technology Services

Vehicle Status Change

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Department	560 - Sheriffs Office
County VIN/Serial Number	1FMCU03G99KB19642
Equipment/Door Number	SB0931
License Plate	GTV5684
Year	2009
Make	FORD
Model	Escape
Comments (mileage, mechanical issues, other info)	114,283 mi.
Elected Official/Department Head/Authorized Staff Digital Signature2	✔ Pat Erickson 8/20/2021 3:42 PM
Receiving Department Signature2	✘
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 6/6/2022 3:41 PM
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	N/A
Authorizing HR Employee Digital Signature	✔ Logan Smith 7/8/2022 3:17 PM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✔ Nancy Schiller 7/8/2022 3:21 PM
Purchasing Department Signature Acknowledgement	✔ Mary Watson 7/11/2022 9:58 AM

Vehicle Status Change

Human Resources

Created by Williamson County Technology Services

Vehicle Status Change

Reason for Status Change	NOT MECHANICALLY SOUND
Department	560 - Sheriffs Office
County VIN/Serial Number	1GNLC2EC7FR624909
Equipment/Door Number	SB1516
License Plate	1218290
Year	2015
Make	Chevrolet
Model	Tahoe
Comments (mileage, mechanical issues, other info)	Fleet advises transmission is bad, 106,286 mi.
Elected Official/Department Head/Authorized Staff Digital Signature2	✔ Pat Erickson 7/8/2022 1:07 PM
Receiving Department Signature2	✘
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Fleet Comments	Bad transmission
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 5/9/2022 10:43 AM
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	N/A
Authorizing HR Employee Digital Signature	✔ Malea Schmitt 4/13/2022 1:32 PM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✔ Nancy Schiller 7/8/2022 3:50 PM
Purchasing Department Signature Acknowledgement	✔ Mary Watson 7/11/2022 10:25 AM

Vehicle Status Change

Reason for Status Change	NOT MECHANICALLY SOUND
Department	560 - Sheriffs Office
County VIN/Serial Number	1GNLC2EC3FR626379
Equipment/Door Number	SB1575
License Plate	FZW0137
Year	2015
Make	Chevrolet
Model	Tahoe
Comments (mileage, mechanical issues, other info)	Fleet advises transmission is bad, 112,892 mi.
Elected Official/Department Head/Authorized Staff Digital Signature2	✔ Pat Erickson 4/12/2022 3:03 PM
Receiving Department Signature2	✘
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Fleet Comments	Bad transmission
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 5/9/2022 10:34 AM
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	N/A
Authorizing HR Employee Digital Signature	✔ Malea Schmitt 4/13/2022 1:33 PM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✔ Nancy Schiller 7/8/2022 3:44 PM
Purchasing Department Signature Acknowledgement	✔ Mary Watson 7/11/2022 10:23 AM

Vehicle Status Change

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Department	560 - Sheriffs Office
County VIN/Serial Number	1GNLC2EC7FR627910
Equipment/Door Number	SB1518
License Plate	1218361
Year	2015
Make	Chevrolet
Model	Tahoe
Comments (mileage, mechanical issues, other info)	112,260 mi.
Elected Official/Department Head/Authorized Staff Digital Signature2	✔ Pat Erickson 1/11/2022 9:23 AM
Receiving Department Signature2	✘
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 1/11/2022 11:49 AM
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	N/A
Authorizing HR Employee Digital Signature	✔ Malea Schmitt 1/11/2022 8:26 AM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✔ Nancy Schiller 7/5/2022 3:32 PM
Purchasing Department Signature Acknowledgement	✔ Mary Watson 7/11/2022 9:23 AM

Vehicle Status Change

Reason for Status Change	NOT MECHANICALLY SOUND
Department	560 - Sheriffs Office
County VIN/Serial Number	3C6RR6KT7FG584819
Equipment/Door Number	SB1509
License Plate	KKG6188
Year	2015
Make	Dodge Ram
Model	1500 Truck
Comments (mileage, mechanical issues, other info)	requires major engine repairs $5500 with 122,689 mi.
Elected Official/Department Head/Authorized Staff Digital Signature2	✔ Pat Erickson 7/14/2021 1:26 PM
Receiving Department Signature2	✘
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Fleet Comments	Not cost effective to repair
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 8/10/2021 10:07 AM
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	Confirmed
Authorizing HR Employee Digital Signature	✔ Logan Smith 7/8/2022 3:31 PM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✔ Nancy Schiller 7/11/2022 7:36 AM
Purchasing Department Signature Acknowledgement	✔ Mary Watson 7/11/2022 10:28 AM

Vehicle Status Change

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Department	560 - Sheriffs Office
County VIN/Serial Number	1GNLCDEC1GR306734
Equipment/Door Number	SB1647
License Plate	1309541
Year	2016
Make	Chevrolet
Model	Tahoe
Comments (mileage, mechanical issues, other info)	100,326 mi.
Elected Official/Department Head/Authorized Staff Digital Signature2	✔ Pat Erickson 1/5/2022 4:31 PM
Receiving Department Signature2	✘
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 1/6/2022 7:44 AM
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	N/A
Authorizing HR Employee Digital Signature	✔ Malea Schmitt 1/5/2022 4:38 PM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✔ Nancy Schiller 7/11/2022 7:57 AM
Purchasing Department Signature Acknowledgement	✔ Mary Watson 7/11/2022 10:35 AM

Commissioners Court - Regular Session **11.**

Meeting Date: 07/19/2022

Justice of the Peace 4 June 2022 Monthly Report

Submitted By: Veronica Bolander, J.P. Pct. #4

Department: J.P. Pct. #4

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 4, June 2022 Monthly Report in compliance with Code of Crim. Proc. § 103.005.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

JP4 EOM JUN 2022

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	07/14/2022 10:31 AM
Form Started By: Veronica Bolander		Started On: 07/14/2022 09:44 AM
Final Approval Date: 07/14/2022		

IN COMPLIANCE WITH ARTICLE 103
CODE OF CRIMINAL PROCEDURE

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

I, Stacy Hackenberg, Justice of the Peace, Precinct 4, Williamson County, on my oath, state that the attached report of money collected is a true and correct report for the month of June 2022.

Signed on this the 13th day of July 2022.

S Hackenberg

STACY HACKENBERG
JUSTICE OF THE PEACE
PRECINCT FOUR

Payment Report - Transaction/Adjustment Detail

Transaction Date: **06/01/2022 - 06/30/2022** Case Categories: **Civil; Criminal**
Locations: **JP4**

Payment Type: **Cash Bond Deposit; Counter Payment; ...**

Final Totals		Fee Totals	Transaction Totals
Total Payments		**29,392.73**	**29,392.73**
Total Adjustments Impacting Payments		**(1,504.10)**	**(1,504.10)**
Final Fee Code Totals		**27,888.63**	**27,888.63**
Tender Method Summary			
Tender Types	Cash	1,145.00	1,145.00
	Certified Payments Credit Card	16,497.35	16,497.35
	Check	2,607.00	2,607.00
	E-File Credit Card	7,972.50	7,972.50
	Money Order	1,170.88	1,170.88

Detailed report is available through the Auditor's Office.

Payment Report - G/L and Fund Summary

Transaction Date: **06/01/2022 - 06/30/2022** Case Categories: **Civil; Criminal**
Locations: **JP4** Payment Type: **Cash Bond Deposit; Counter Payment; ...**

G/L Account	G/L Account Number	Fee Totals
0100 - General Fund		
01-0100-0000-207017 - Collections Agency Fee	L-004-4-01-0100-0000-207017: 01-0100-0000-207017 - Collections Agency Fee	527.01
01-0100-0000-209600 - FINES DUE TO TX PARKS WILDLIFE	L-004-4-01-0100-0000-209600: 01-0100-0000-209600 - Fines Due to TX Parks Wildlife	29.74
01-0100-0000-341804 - FEES OF OFFICE, JP PCT-4	L-004-4-01-0100-0000-341804: 01-0100-0000-341804 - Fees of Office, JP Pct. #4	3,804.76
01-0100-0000-341904 - CIVIL FEES/OFFICE, CONST 4	L-004-4-01-0100-0000-341904: 01-0100-0000-341904 - Fees of Office, Const. PCT #4	6,790.00
01-0100-0000-341914 - CRIMINAL FEES/OFFICE, CONST 4	L-004-4-01-0100-0000-341914: 01-0100-0000-341914 - Fees of Office, Crim. Const PCT #4	(60.00)
01-0100-0000-342860 -Time Payment Fee County 2.50	L-004-4-01-0100-0000-342860: 01-0100-0000-342860 - Time Payment Fee County 2.50	119.54
01-0100-0000-351304 - FINES, JP PCT-4	L-004-4-01-0100-0000-351304: 01-0100-0000-351304 - FINES, JP PCT #4	7,054.32
01-0100-0000-365103 Language Access Fund	L-004-4-01-0100-0000-365103: Language Access Fund	390.00
99-9999-9999-000003 - LOCAL Consolidated CC-Misd C	L-004-4-99-9999-9999-000003: 99-9999-9999-000003 - LOCAL Consolidated CC-MISD C	950.39
	0100 - General Fund Total:	**19,605.76**
0361 - JP Security Fund		
01-0361-0000-341154 - JP 4 SECURITY FEES	L-004-4-01-0361-0000-341154: 01-0361-0000-341154 - JP 4 SECURITY FEES	2.76
	0361 - JP Security Fund Total:	**2.76**
0369 - JP-4 Truancy Program Fund		
01-0369-0000-370000 - JP-4 Truancy Program Fees	L-004-4-01-0369-0000-370000: 01-0369-0000-370000 - JP-4 Truancy Program Fee	3.45
	0369 - JP-4 Truancy Program Fund Total:	**3.45**
0370 - Alternate Dispute Resolution Fund		
01-0370-0000-341170 - Alternate Dispute Resolution Fees	L-004-4-01-0371-0000-341170: 01-0370-0000-341170 - Alternate Dispute Resolution Fees	650.00
	0370 - Alternate Dispute Resolution Fund Total:	**650.00**
0372 - Justice Court Technology Fund		
01-0372-0000-341144 - JP 4 TECHNOLOGY FEES	L-004-4-01-0372-0000-341144: 01-0372-0000-341144 - JP #4 TECHNOLOGY FEES	2.76
	0372 - Justice Court Technology Fund Total:	**2.76**

Payment Report - G/L and Fund Summary

Transaction Date: **06/01/2022 - 06/30/2022** Case Categories: **Civil; Criminal**
Locations: **JP4** Payment Type: **Cash Bond Deposit; Counter Payment; ...**

G/L Account	G/L Account Number	Fee Totals
0399 - State Agency Fund		
01-0399-0000-208034 - JP 4 Truancy Prev/Diversion - State	L-004-4-01-0399-0000-208034: 01-0399-0000-208034 - JP 4 Truancy Prev/Diversion - State	1.38
01-0399-0000-208160 - CCC FEES DUE TO STATE COMP	L-004-3-01-0399-0000-208160: 01-0399-0000-208160 - Consolidated Court Costs	27.59
01-0399-0000-208165 - CCC 01.2020 Fee's Due to State	L-004-4-01-0399-0000-208165: 01-0399-0000-208165 - State Con Court Cost LGC 133.102(a)(3	4,208.85
01-0399-0000-208181 - State Consolidated Fee	L-004-0399-0000-208181: State Consolidated Fee	357.00
01-0399-0000-208235 - JURY SERVICE FEES DUE TO STATE	L-004-4-01-0399-0000-208235: 01-0399-0000-208235 - Jury Service Fee	2.76
01-0399-0000-208352 - CRIMINAL JUDICIAL SUPPORT DUE	L-004-4-01-0399-0000-208352: 01-0399-0000-208352 - Support of the Judiciary Fund	4.14
01-0399-0000-208400 - DPS ARREST FEES DUE TO STATE	L-004-4-01-0399-0000-208400: 01-0399-0000-208400 - Texas Highway Patrol Arrest Fees	172.54
01-0399-0000-208426 - State Traffic Fine Due To State	L-004-4-01-0399-0000-208426: 01-0399-0000-208426 - State Traffic Fine Due To State	1,948.26
01-0399-0000-208703 - INDIGENT DEF FEES - DUE TO ST	L-004-4-01-0399-0000-208703: 01-0399-0000-208703 - Indigent Defense Fee	1.38
01-0399-0000-208720 - SEATBELT FINES	L-004-4-01-0399-0000-208720: 01-0399-0000-208720 - Seatbelt Fines	125.00
01-0399-0000-208860 - TIME PYMT FEES DUE TO STATE	L-004-4-01-0399-0000-208860: 01-0399-0000-208860 - Time Payment	(25.00)
	0399 - State Agency Fund Total:	**6,823.90**
JP BOND		
01-0100-0000-207008 - JP4 Bond Liability Account	L-004-4-01-02-00002: JP4 Registry Bond Account Liability	800.00
	JP BOND Total:	**800.00**
	Fee Totals for All Funds:	**27,888.63**

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Transaction Date: **06/01/2022 - 06/30/2022** Case Categories: **Civil; Criminal**
Locations: **JP4**

Payment Type: **Cash Bond Deposit; Counter Payment; ...**

Fee Code Summary

Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
2020AFDPS	Arrest Fee - DPS CCP 102.011.(a)(1), 102.011(e)	164.09	34	0.00	0	0.00	0	164.09	34
2020AFSO	Arrest Fee - Sheriff's Office 102.011(a)(1), 102.011(e)	175.36	40	0.00	0	0.00	0	175.36	40
2020CCC	State Cons Court Cost LGC 133.102(a)(3)	4,208.85	74	0.00	0	0.00	0	4,208.85	74
2020CDF	Compliance Dismissal Fine	70.00	7	0.00	0	0.00	0	70.00	7
2020DSCM	Driving Safety Course Mandatory CCP 45. 0511(f)(1)	70.00	7	0.00	0	0.00	0	70.00	7
2020LCCC-C	LOCAL Consolidated Court Cost LGC 134.103(a)	950.39	74	0.00	0	0.00	0	950.39	74
2020LTF	Local Traffic Fine (TC 542.403)	116.90	41	0.00	0	0.00	0	116.90	41
2020STF	State Traffic Fine (TC 542.4031)	1,948.26	41	0.00	0	0.00	0	1,948.26	41
2020TPF	Time Payment Fee CCP 102.030	119.54	12	0.00	0	0.00	0	119.54	12
AFDPS	Arrest Fee - DPS (CCP 102.011)	5.00	1	0.00	0	0.00	0	5.00	1
AFPW	Arrest Fee - Texas P&W (CCP 102.011)	3.45	1	0.00	0	0.00	0	3.45	1
AFSO	Arrest Fee - Sheriff's Office (CCP 102.011)	0.00	0	0.00	0	(5.00)	1	(5.00)	1
CB	Cash Bond	800.00	2	0.00	0	0.00	0	800.00	2
CCC	Consolidated Court Costs [Loc. Gov't Code, 133.102]	67.59	2	0.00	0	(40.00)	1	27.59	3
CCOP	Civil Copies	8.50	7	0.00	0	0.00	0	8.50	7
CERT	Certified Copy	8.00	1	0.00	0	0.00	0	8.00	1
CFINE	County Fine	8,054.32	65	0.00	0	(1,000.00)	1	7,054.32	66
CHS	Courthouse Security Fee (CCP 102.017)	5.07	2	0.00	0	(3.00)	1	2.07	3
CHSJC	JP Security Fee (CCP 102.017)	1.69	2	0.00	0	(1.00)	1	0.69	3
CJS	Criminal Judicial Support Fee (LGC 103.105)	10.14	2	0.00	0	(6.00)	1	4.14	3
COLLFEE	Collection Agency Fee	874.11	11	0.00	0	(347.10)	1	527.01	12
CONT4	Constable Service Fee Pct #4	4,690.00	45	0.00	0	0.00	0	4,690.00	45
DDF	Deferred Disposition Fee	4.00	4	0.00	0	0.00	0	4.00	4
FNTC1	Child Safety Seat Fine Trauma Center	125.00	1	0.00	0	0.00	0	125.00	1
IDF	Indigent Defense Fee (LGC 133.107)	3.38	2	0.00	0	(2.00)	1	1.38	3
JCTF	Justice Court Technology Fee (CCP 102.0173)	6.76	2	0.00	0	(4.00)	1	2.76	3
JFR	Jury Reimbursement Fee (CCP 102.0045)	6.76	2	0.00	0	(4.00)	1	2.76	3
JTP	Juvenile Truancy Program (CCP 102.0174)	8.45	2	0.00	0	(5.00)	1	3.45	3
JURY	Jury Fee	22.00	1	0.00	0	0.00	0	22.00	1
SB41CDRF	County Dispute Resolution fund - LGC 135.157	650.00	130	0.00	0	0.00	0	650.00	130

Payment Report - Fee Code Summary

Transaction Date: **06/01/2022 - 06/30/2022** Case Categories: **Civil; Criminal**
Locations: **JP4**

Payment Type: **Cash Bond Deposit; Counter Payment; ...**

Fee Code Summary

Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
SB41JCSF	Justice Court Support Fund	3,250.00	130	0.00	0	0.00	0	3,250.00	130
SB41LAF	Language Access Fund - LGC 135.155	390.00	130	0.00	0	0.00	0	390.00	130
SB41SCF	State Consolidated Fee	357.00	17	0.00	0	0.00	0	357.00	17
SFC4	Service/Arrest Fee - Const. 4	0.00	0	0.00	0	(10.00)	1	(10.00)	1
TP	Time Payment Fee	0.00	0	0.00	0	(25.00)	1	(25.00)	1
TPDF	Truancy Prevention and Diversion Fund - JP4 eDoc Conversion	3.38	2	0.00	0	(2.00)	1	1.38	3
TPWF	Texas P&W Fine	29.74	1	0.00	0	0.00	0	29.74	1
TRANS	Transcript	10.00	1	0.00	0	0.00	0	10.00	1
WARC4	Warrant Fee - Constable Pct. 4	0.00	0	0.00	0	(50.00)	1	(50.00)	1
WEXEC	Writ of Execution	10.00	2	0.00	0	0.00	0	10.00	2
WPOSS	Writ of Possession	65.00	13	0.00	0	0.00	0	65.00	13
WSF4	JP4 - Writ Service Fee	2,100.00	14	0.00	0	0.00	0	2,100.00	14

Fee Code Summary Totals	Gross		Positive Adjustments		Negative Adjustments		Net	
	Amount	Number	Amount	Number	Amount	Number	Amount	Number
	29,392.73	925	0.00	0	(1,504.10)	15	27,888.63	940

Justice of the Peace 4
Consolidated Court Cost Calculation Sheet

Deposit Date: 6/01/2022-6/30/2022

	DR	CR	GL Code	GL Description	ALLOCATION %
Local CCC-Class C		$950.39	99-9999-9999-000003	Local CCC-Class C Due to County	
Court Security Fee	$332.64		01.0361.0000.341154	COURTHOUSE SECURITY FEES	35.000000%
Local Truancy Prevention & Diversion Fund Fee	$339.43		01.0369.0000.370000	Local Truancy Prevention & Diversion Fund Fee	35.714300%
Justice Court Technology Fund	$271.54		01.0372.0000.341144	Justice Court Technology Fund	28.571400%
County Jury Fund Fee	$6.78		01.0100.0000.342853	County Jury Fund Fee	0.714300%
Percentage Distribution Total:	$950.39	$950.39			100.000000%
Collected	$950.39				

Commissioners Court - Regular Session **12.**

Meeting Date: 07/19/2022

Ratify Salary Grievance Committee

Submitted By: Becky Pruitt, County Judge

Department: Budget Office

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action approving and ratifying the salary grievance committee members and alternate members, as deliberated under Agenda Item No. 30 of the Williamson County Commissioner Court's June 28, 2022 session.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Salary Committee

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Becky Pruitt	07/13/2022 09:00 AM
Form Started By: Becky Pruitt		Started On: 07/12/2022 10:54 AM
Final Approval Date: 07/13/2022		

Salary Grievance Committee Selection - June 28, 2022
Commissioner's Court - Agenda Item 30

1	Ms.	Kristine	Massey	**1-9 Public Members**		
2	Mr.	Bradley	Schmidt	**10-29 Alternates**		
3	Ms.	Ashleigh	Waldrop			
4	Ms.	Judy	Stepanek			
5	Mr.	Kevin	Johnson			
6	Mr.	Joni	Crowder			
7	Mr.	Brian	Kennedy			
8	Mr.	Don	Walker			
9	Mr.	David	Pair			
10	Ms.	Eunice	Harring			
11	Ms.	Carol	Stafford			
12	Mr.	Gehrig	Rock			
13	Ms.	Nicole	Spates			
14	Ms.	Evelyn	Miller			
15	Mr.	Kevin	Riley			
16	Mr.	Gary	Brock			
17	Mr.	Rick	Huber			
18	Mr.	Daniel	Masters			
19	Ms.	Laura	Gudde			
20	Ms.	Brenda	Haynes			
21	Mr.	Kevin	Cross			
22	Ms.	Marissa	Stewart			
23	Mr.	Jeffrey	Gipson			
24	Ms.	Kristy	Escoto			
25	Ms.	Sheagan	McLean			
26	Ms.	Bobbi	Franke			
27	Mr.	Kiran	Kashyap			
28	Mr.	Kenneth	Sandberg			
29	Mr.	Len	Katz			

Commissioners Court - Regular Session **13.**

Meeting Date: 07/19/2022

Heath Eng Strongin

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

Department: County Judge

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action regarding the engagement of the law firm of Bickerstaff Heath Delgado Acosta LLP to represent Williamson County Judge Bill Gravell, Commissioners Terry Cook, Cynthia Long, Valarie Covey, Ross Boles and Christopher J. Davis, in their official capacities as County Judge, Commissioners, and Elections Administrator of Williamson County, in *Strongin et al v. Scott* et al., No. 4:22-cv-00576-P-BJ, in the United States District Court for the Northern District, Texas, and Williamson County in other legal services assigned or requested, only if the scope of which is confirmed by the Williamson County Commissioners Court or its Office of General Counsel; 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 Tex. Loc. Gov't Code § 262.024(a)(4).

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Heath Engagement - Strongin Case

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	07/13/2022 01:10 PM
Form Started By: Hal Hawes		Started On: 07/13/2022 12:09 PM
Final Approval Date: 07/13/2022		

Bickerstaff Heath Delgado Acosta LLP

3711 S. MoPac Expy., Building 1, Suite 300, Austin, Texas 78746

ENGAGEMENT AGREEMENT

This agreement sets forth the standard terms of our engagement as your attorneys. Unless modified in writing by mutual agreement, these terms will be an integral part of our agreement with you. Therefore, we ask that you review this agreement carefully and contact us promptly if you have any questions. Please retain this agreement in your file.

Identity of Client. We will be representing the interests of Williamson County Judge Bill Gravell, Commissioners Terry Cook, Cynthia Long, Valarie Covey, Ross Boles and Christopher J. Davis, in their official capacities as County Judge, Commissioners, and Elections Administrator of Williamson County.

Attorneys. Bickerstaff Heath Delgado Acosta LLP is engaged by you as your attorneys, and I, C. Robert Heath, will be the partner who will coordinate and supervise the services we perform on your behalf. We routinely delegate selected responsibilities to other persons in our Firm when, because of special expertise, time availability or other reasons, they are in a better position to carry them out. In addition, we will try, where feasible and appropriate, to delegate tasks to persons who can properly perform them at the least cost to you.

The Scope of Our Work. You should have a clear understanding of the legal services we will provide. We will provide services related only to matters as to which we have been specifically engaged. Although in the future we may from time to time be employed on other matters, our present relationship is limited to representing the above-named client in the matters described in Exhibit A. We will at all times act on your behalf to the best of our ability. Any expressions on our part concerning the outcome of your legal matters are expressions of our best professional judgment, but are not guarantees. Such opinions are necessarily limited by our knowledge of the facts and are based on the state of the law at the time they are expressed. We cannot guarantee the success of any given matter, but we will strive to represent your interests professionally and efficiently.

Fees for Legal Services. Our charges for professional services are customarily based on the time devoted to the matter, the novelty and difficulty of the questions presented, the requisite experience, reputation and skill required to deal with those questions, time limitations imposed by the circumstances, and the amount involved and the results obtained. Unless otherwise indicated in writing, our fees for legal services are determined on the basis of the hourly rates of the respective lawyers and other timekeepers who perform the services. These rates vary depending on the expertise and experience of the individual. We adjust these rates annually, increasing them to reflect experience, expertise, and current economic conditions. We will notify you in writing if this fee structure is modified. The initial agreed billing rates for attorneys and other timekeepers engaged on your work are attached as Exhibit B.

Other Charges. All out-of-pocket expenses (such as copying charges, travel expenses, messenger expenses, filing and other court costs, and the like) incurred by us in connection with our representation of you will be billed to you as a separate item on your statement. A description of the most common expenses is included as Exhibit C and agreed to as part of this agreement.

Billing Procedures and Terms of Payment. Our billing period begins on the 16th of the month and ends on the 15th of the following month. We will render periodic invoices to you for legal services and expenses. We usually mail these periodic invoices on or before the last day of the month following the latest date covered in the statement. Each invoice is due upon receipt, must be paid in U.S. Dollars, and is considered delinquent if not paid in full within 30 days of its stated date. Payment must be made to the Firm at 3711 S. MoPac Expressway, Building One, Suite 300, Austin, Texas, 78746. We will include all information reasonably requested by you on all invoices and will reference any purchase order number provided by you. Payment and interest, if any, will comply with the Prompt Payment Act (Texas Government Code Chapter 2251), if applicable, for any final invoices. If you have any question or disagreement about any invoice that we submit to you for payment, please contact me at your earliest convenience so that we can resolve any problems without delay. Typically, such questions or disagreements can be resolved to the satisfaction of both sides with little inconvenience or formality.

Termination of Services. You have the right at any time to terminate our employment upon written notice to us, and if you do we will immediately cease to render additional services. We reserve the right to discontinue work on pending matters or terminate our attorney-client relationship with you at any time that payment of your account becomes delinquent, subject to Court approval if necessary. In the event that you fail to follow our advice and counsel, or otherwise fail to cooperate reasonably with us, we reserve the right to withdraw from representing you upon short notice, regardless of the status of your matter. No termination, whether by you or by us, will relieve you of the obligation to pay fees and expenses incurred prior to such termination.

Retention of Documents. Although we generally attempt to retain for a reasonable time copies of most documents in the possession of this Firm related to the matter(s) described in Exhibit A, we are not obligated to do so indefinitely, and we hereby expressly disclaim any responsibility or liability for failure to do so. We generally attempt to furnish copies of all documents and significant correspondence to you at the time they are created or received, and you agree to retain all originals and copies of documents you desire among your own files for future reference. This document serves as notice to you that we will destroy such materials in accordance with the Firm's record retention policy, which may be amended from time to time and a copy of which will be provided at your request. It is our Firm's policy to destroy all copies, whether in paper or electronic form, of materials in connection with the representation seven (7) years after the completion of our work relating to this engagement or the completion of a particular project under this engagement, unless and to the extent an exception recognized in our document retention policy or other legal requirement applies to some or all of the subject materials and requires retention for a longer period of time. The Firm also reserves the discretion to retain its records of pertinent documents relating to its ongoing representation of a client, e.g. in a general counsel capacity. If you would like to obtain copies of materials in the Firm's possession related to this matter prior to the scheduled destruction of the materials, please notify the Firm. Because you will have been furnished with copies of all relevant materials contained in our files during the course of the active phase of our representation, if you later ask us to retrieve and deliver materials contained in a file that has been closed, you agree that we will be entitled to be paid a reasonable charge for the cost of retrieving the file, and identifying, reproducing, and delivering the requested materials to you.

Fee Estimates. We are often requested to estimate the amount of fees and costs likely to be incurred in connection with a particular matter. Our attorneys do their best to estimate fees and expenses for particular matters when asked to do so. However, an estimate is just that, and the fees and expenses required are ultimately a function of many conditions over which we have little or no control, especially in litigation or negotiation situations where the extent of necessary legal services may depend to a significant degree upon the tactics of the opposition. Unless otherwise agreed in writing with respect to a specific matter, all estimates made by us will be subject to your agreement and understanding that such estimates do not constitute maximum or fixed-fee quotations and that the ultimate cost is frequently more or less than the amount estimated.

Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, United States of America, without giving effect to its choice of laws provisions. Venue of any case or controversy arising under or pursuant to this Agreement will be exclusively in Travis County, Texas, United States of America.

Standards of Professionalism and Attorney Complaint Information. Pursuant to rules promulgated by the Texas Supreme Court and the State Bar of Texas, we hereby advise you that the State Bar of Texas investigates and prosecutes complaints of professional misconduct against attorneys licensed in Texas. Information on the grievance procedures is available from the State Bar of Texas, and any questions you have about the disciplinary process should be addressed to the Office of the General Counsel of the State Bar of Texas, which you may call toll free at 1-800-932-1900.

Questions. If you have any questions from time to time about any aspect of our arrangements, please feel free to raise those questions. We want to proceed in our work for you with your clear and satisfactory understanding about every aspect of our billing and payment policies; and we encourage an open and frank discussion of any or all of the matters addressed in this agreement.

Acceptance of Terms. If this arrangement is acceptable to you, please sign the enclosed duplicate original of this agreement and return it and the required retainer to us at your earliest convenience. We truly appreciate the opportunity to be of service to you and look forward to working with you in a mutually beneficial relationship.

AGREED TO AND ACCEPTED

WILLIAMSON COUNTY

By:_____

_____
[Printed name]

Title:_____

Date:_____

cc: Billing Department

BICKERSTAFF HEATH DELGADO ACOSTA LLP

By:_____
C. Robert Heath

Exhibit A — Scope of Services

Bickerstaff Heath Delgado Acosta LLP

While we agree that in the future we may from time to time be employed on other matters, this agreement provides that our relationship is limited to representing and counseling you in connection with the following:

- Represent Williamson County Judge Bill Gravell, Commissioners Terry Cook, Cynthia Long, Valarie Covey, Ross Boles and Christopher J. Davis, in their official capacities as County Judge, Commissioners, and Elections Administrator of Williamson County, in *Strongin et al v. Scott* et al., No. 4:22-cv-00576-P-BJ, in the United States District Court for the Northern District, Texas.
- Other legal services assigned or requested, only if the scope of which is confirmed by you in writing at the time of assignment

Other legal services not assigned or requested, and confirmed in writing, are specifically not within the scope of our representation.

Exhibit B — Billing Rates

Bickerstaff Heath Delgado Acosta LLP

TIMEKEEPER	BILLING RATE
Albright, Stefanie	$345
Arnold, Philip	$330
Caputo, Cobby	$415
Caroom, Doug	$425
Dugat, Bill	$385
Falk, Syd	$440
Gonzalez, Vanessa	$370
Heath, Bob	$480
Katz, Joshua	$355
Kimbrough, Chuck	$325
Maxwell, Susan	$370
Mendez, David	$425
Mendez, Manuel	$425
Rogers, Emily	$370
Russell, Claudia	$370
Seaquist, Gunnar	$355
Than, Catherine	$370
Weller, Steven	$370
Kelley, Kimberly	$225
Miller, Gregory	$305
Robinson, Lori	$300
Delgado, Hector	$425
Legal Assistants/Specialists	$190
McCall, Sherry	$240

Exhibit C—Client Costs Advanced

Bickerstaff Heath Delgado Acosta LLP

The firm incurs expenses on behalf of clients only when required by the legal needs of the clients. Some cases or matters require extensive use of outside copy facilities, and other cases may not be so paper-intensive. Standard services handled within the firm are not charged, and client specific expenses are billed to the client needing those services. An explanation of the billing structure is as follows:

Not Charged

Secretarial and word processing time, routine postage, file setup, file storage, local or ordinary long distance charges, fax charges, and computerized legal research data charges.

Delivery Services

Outside delivery services are used for pickup and delivery of documents to the client as well as to courts, agencies, and opposing parties. Outside delivery fees are charged to the client at the rate charged to the firm. Overnight delivery services are also charged at the rate charged to the firm. Firm Office Services Department personnel may provide delivery service in urgent situations and charges for such in-house service will not exceed the charge that would be made by an outside service in a similar situation.

Postage

Our postal equipment calculates exact U.S. postage for all sizes and weights of posted material. The rate charged for postage is the same as the amount affixed to the material that is mailed. We will not charge clients for postage on routine correspondence; however, the cost of large-volume mail, certified mail, or other additional mail services will be charged to the client.

Copies and Prints

Our standard rate for black and white copies and prints made by firm personnel is $0.15 per page. Color copies and prints are charged at a standard rate of $0.55 per page. These charges cover paper, equipment costs, and other supplies. If savings can be realized within the required time frame by sending copy jobs to subcontractors, the firm uses only qualified legal services copiers and the cost charged to the client is the same as the amount billed to the firm.

Phone Charges

Only charges for conference calls or international calls are charged, and charges are billed at the same amount billed to the firm by the outside provider.

Travel

Attorney and other timekeeper time spent traveling on behalf of a client is billed to the client. Hotel, meals, local transportation, and similar expenses are charged based on receipts and travel expense forms submitted by the attorney. Documentation is available to the client if requested.

Maps

Maps produced in conjunction with a project will be billed at $50 for each 34 x 44 inch map and $20 for each smaller map, plus cost (time fees) for preparation.

Other Expenses

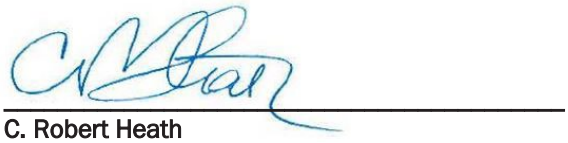
Expenses incurred with outside providers in connection with the client's legal services will be paid by the client directly to the outside provider unless specifically arranged in advance. If the firm agrees to pay outside providers, the cost charged to the client is the same as the amount billed to the firm. Examples of such charges include: court reporter fees, filing fees, newspaper charges for publication notices, expert witness fees, consultants and other similar expenses.

Exhibit D—Verification Required by Texas Government Code Chapter 2270

Bickerstaff Heath Delgado Acosta LLP

By signing below, Bickerstaff Heath Delgado Acosta LLP hereby verifies the following:

1. The Firm does not boycott Israel; and
2. The Firm will not boycott Israel during the term of this Engagement Agreement.

SIGNED BY: 

C. Robert Heath
July 13, 2022

This Verification is incorporated and made a part of the Engagement Agreement between Bickerstaff Heath Delgado Acosta LLP and Williamson County.

Commissioners Court - Regular Session **14.**

Meeting Date: 07/19/2022

Approval of Quick Quote QQ #22RFQ81 Online Language Testing to Alta Language Services, Inc. for the Human Resources Department

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on awarding Quick Quote #22RFQ81 for Online Language Testing to Alta Language Services, Inc, with the not-to-exceed amount of $49,000.00 and authorize the execution of the agreement.

Background

Williamson County Human Resources received quotes for on-demand computer-based language testing (Spanish). Alta Language Services submitted the lowest and best quote (attached.) Initial term of the agreement is October 1, 2022 through September 30, 2023 with additional renewal options agreed upon by both parties. The funding source is 01-0100-0409-004100 and the point of contact is Holly Jung.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Master Service Agreement

Submittal

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	07/14/2022 06:00 AM
County Judge Exec Asst.	Becky Pruitt	07/14/2022 10:19 AM
Form Started By: Johnny Grimaldo		Started On: 07/07/2022 09:22 AM
Final Approval Date: 07/14/2022		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

SERVICES CONTRACT
FOR LANGUAGE TESTING
AND RELATED ITEMS
(Supporting Human Resources Department)

(ALTA Language Services, Inc.)

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

THIS CONTRACT is made and entered into by and between **Williamson County, Texas** (hereinafter "The County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **ALTA Language Services, Inc.** (hereinafter "Service Provider"), with a business address at 3355 Lenox Rd NE, Ste 450, Atlanta, GA 30326 (ph. 404.920.3817). The County agrees to engage Service Provider as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

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

II.

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

A. Williamson County RFQ #22RFQ81; and

B. ALTA Language Services, Inc.'s Response & Price Sheet to Williamson County RFQ #22RFQ81;

C. Any required insurance certificates evidencing required coverages.

The County reserves the right and discretion (pursuant to public policy and Texas Constitutional principles) to determine applicable provisions where there is any conflict between this Contract and any of the above-referenced contract documents/exhibits or incorporated documents.

III.

No Assignment: Service Provider may not assign this contract.

IV.

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

V.

Consideration and Compensation: Service Provider will be compensated based on ALTA Language Services, Inc.'s Response & Price Sheet to Williamson County RFQ #22RFQ81, which are incorporated herein as if copied in full. **This agreement is subject to a total not-to-exceed amount of $49,000.00 for any applicable fiscal year.** Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date The County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by The County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of The County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and

(2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

VI.

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

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

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

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

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

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

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

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

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

VII.

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

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

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

VIII.

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

As described in ALTA Language Services, Inc.'s Response & Price Sheet to Williamson County RFQ #22RFQ81, which are incorporated herein as if copied in full.

IX.

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

X.

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

XI.

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

XII.

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

XIII.

Effective Date and Term: This contract shall be in full force and effect when signed by all parties and shall continue through the end of the current county fiscal year on September 30, 2022. This contract shall renew for one (1) year on October 1, 2022 and shall continue until September 30, 2023, unless terminated earlier pursuant to paragraph XI. After September 30, 2023, this contract **may** be renewed for additional terms in the form of an addendum mutually agreed to and signed by both parties in writing.

XIV.

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

XV.

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

XVI.

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

XVII.

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

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

County:

_____

Date: _____ ___, 20____

Service Provider:
ALTA Language Services, Inc.

Barbara Cozzarini
_____
SignNow e-signature ID: 081903f1f0...
06/27/2022 15:08:08 UTC

Date: June 27th, 2022

Exhibit(s)

ALTA Language Services, Inc.'s Response & Price Sheet
to Williamson County RFQ #22RFQ81

(All incorporated herein as if copied in full)

Document History

SignNow E-Signature Audit Log

All dates expressed in MM/DD/YYYY (US)

Document name: 2022-06-15 - Williamson County TX Services Contract MSA...
Document created: 06/27/2022 15:06:34
Document pages: 8
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Document Status:
Sender: hr@altalang.com
Signers:
CC:

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SignNow Web Application	Uploaded the Document	hr@altalang.com	06/27/2022 15:06:34 pm UTC	06/27/2022 15:06:32 pm UTC	52.255.189.242
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ALTA Language Services, Inc.
Tel: 404-920-3800 Fax: 404-920-3801 www.altalang.com

Request for Proposal

for

Williamson County, Texas

Prepared and Submitted by

ALTA Language Services, Inc.
3355 Lenox Road NE, Suite 510
Atlanta, Georgia 30326
404-920-3800 Main
404-920-3801 Fax
www.altalang.com

ALTA Language Services, Inc.
Tel: 404-920-3800 Fax: 404-920-3801 www.altalang.com

This document is a part of the quotation of ALTA Language Services, Inc. (ALTA) to provide Spanish language testing services to Williamson County, TX.

1. Legal Name of Agency: ALTA Language Services, Inc.
2. Mailing Address: 3355 Lenox Rd NE, Ste 510, Atlanta, GA 30326
3. Phone Number: 404.920.3800
4. Fax Number: 404.920.3801
5. Website Address: www.altalang.com
6. FEIN: 58-2304091
7. DUNS: 03-459-5699
8. CAGE Code: 1wz90
9. Point of Contact: Rachel Maurer / Testing Services
   Address: same as mailing
   Direct Phone: 404.920.3891
   Email: rmaurer@altalang.com

ALTA Language Services, Inc.

Tel: 404-920-3800 Fax: 404-920-3801 www.altalang.com

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I. Introduction

ALTA understands that Williamson County is looking for a qualified and experienced vendor to provide oral and written Spanish language assessment services on demand.

II. Company Profile

ALTA Language Services has been in business since 1980 and has provided language testing services since 1998. Headquartered in Atlanta, GA, ALTA is a recognized language services organization in commercial and government markets. Our focus is providing the highest-quality language services, delivered using modern communications technology with the aim of reducing costs and administrative burdens. ALTA features six distinct departments – Interpretation, Testing, Training, Translation, Sales, and Software – that are overseen by directors, executive directors, COO Hannah Lodge, and CEO Robert Jones. An organizational chart can be provided on request.

ALTA was established in Atlanta in January 1997. We currently have 34 full-time employees and 329 part-time employees (developers, evaluators, and instructors). The average ALTA employee turnover is 5%.

In addition, ALTA stands apart from the competition as the only employee-owned language test provider. Employee ownership provides added benefits to our language testing clients through our level of commitment to providing exceptional customer service. Every employee – from our test developers, psychometrician, and language evaluators to the person answering the phone – has a vested interest in the success of your testing initiative.

Our Translation and Interpretation Quality Management Systems are ISO 9001:2015 certified. ALTA plans to be certified for Testing by the end of 2022.

ALTA has an established quality policy that is communicated and used company-wide:

Listen to customers, internal and external.
Think like owners and make customers happy while looking for ways to continuously improve our processes.
Act on opportunities to delight customers and grow our business.

This quality policy was developed in conjunction with our ISO 9001:2015 Quality Management System, the scope of which currently includes our Translation and Interpretation departments and will include our testing department by the end of 2022. To ensure ALTA's policy is fulfilled, ALTA monitors external and internal issues. We use a number of tools to monitor these issues, including customer surveys, corrective action reports, idea meetings, PEST analyses, and employee reviews. The output of these tools is reviewed and implemented during management review on a twice-yearly basis.

Testing Department

Clients interface with the Operations team (account management, ongoing testing support, scheduling, types of tests, results, concerns and questions, billing) and the development team (job analysis, customization). All customer issues are handled on a case-by-case basis. Standard response times are within 2 to 4 hours during business hours. Any problems reported are directed to the appropriate department and the appropriate actions will be taken to ensure resolution. Unresolved problems may be escalated to management in each relevant area.

ALTA's clients use language testing to make legally defensible, language proficiency-based hiring or pay decisions concerning current or prospective employees. ALTA has provided language testing for a wide

range of commercial and non-profit organizations, as well as for government in the US at the Federal, State, and local levels.

At the Federal level, ALTA is approved by the U.S. Government for providing testing services with scores reported on the Interagency Language Roundtable (ILR) scale. ALTA has tested linguists for the Internal Revenue Service, the Department of Homeland Security, the City of Los Angeles, and the Arizona Department of Economic Security.

In the private sector, ALTA is a certified provider of language testing services for a diverse range of agencies nationwide, including companies such as Humana, United Health Group, American Red Cross, Wells Fargo, Delta Airlines, United Airlines, American Airlines, and healthcare providers such as Kaiser and many others.

Worldwide, ALTA provides testing services with scores reported on the CEFR scale to the International Committee of the Red Cross (ICRC) and the Office of the United Nations High Commissioner for Refugees (UNHCR). Many other corporate and agencies both nationwide and worldwide depend on ALTA to provide objective and reliable languages assessments for their workforce.

In 2021 alone, ALTA averaged a total of 6972 tests per month, including 4164 oral assessments and 994 writing assessments.

III. Types of Tests

A. General Listening and Speaking Assessments

This test is performed over the phone and consists of a series of questions designed to elicit the full range of the target language in order to identify *what* the candidates can do with the language through performance of various tasks (such as giving a description, talking about a hypothetical event, providing an opinion, etc.) as well as *how well* the candidates use and control the language. The candidates simply answer the questions presented, which are general in nature. There is no right or wrong answer to a question except where it pertains to demonstrating comprehension of the topic. The test does not last more than 30 minutes. At the end of the test, the candidates are instructed to hang up. The evaluator scores the performance based on the subcategories of communication, comprehension, grammar, and vocabulary, and an overall score is assigned.

B. General Writing Assessments

This test is performed either on paper or online. When done on paper, the administrator or proctor will download it from the testing portal along with proctoring instructions. The test consists of several requests for a response in the target language. The written test requires the candidates to demonstrate *what* they can do with the language through performance of various tasks (writing a letter, giving an opinion, describing a rule or procedure) as well as *how well* they use and control the language. The candidates simply write their response to each question in the space provided. The test is one hour long. Candidates will receive a warning at 55 minutes. At the end of the test, it is submitted to ALTA for scoring. The evaluator scores the writing based on expression, understanding of the given topics, grammar, vocabulary, and spelling, and an overall score is assigned.

IV. Administration

ALTA's clients are given access to a secure account on the ALTA portal. All administrators and users of the ALTA portal will be able to:

- create candidate profiles (last name, first name, any other information pertinent to Williamson County).
- upload multiple candidates and test assignments at once using Microsoft Excel or another spreadsheet program.
- assign Listening and Speaking tests performed through interactive voice recognition (IVR).
- assign online Writing tests.
- follow the status of the tests (date taken, test in progress).
- see the results, print a copy of the test summary, or email a copy of the test summary.
- create reports according to various needs (per date, per language, per candidate, etc.).

Account administrators also have access to the settings of their account and will be able to:

- add and remove users.
- create test groups; these are sets of individual tests, which allows users to assign multiple tests to a candidate in a single step. For example, if a client typically administers a set of three tests (Listening & Speaking and Writing) in a specific language – or even in multiple languages – to new hires, then the test group will assign all selected tests to a new hire in one step.
- create subaccounts with specific users.
- add and remove results recipients.

Each subaccount has the possibility to be invoiced separately.

Administrators and account users can choose:

- to have candidates take the test immediately on the site (instant test session), or
- to email a notification to candidates to take the test at their convenience. A time limit for the candidates to take their test is set up at the account level according to the client's needs (five days, 10 days, 30 days, etc.). Reminders are sent to candidates accordingly (for example, weekly for tests that expire after 30 days).

Fraud prevention:

- Candidates are required to agree to an honor statement, either over the phone for oral tests or by checking a box for the online tests.
- For additional fees, ALTA offers proctoring services through a third-party service, ProctorU. Using a webcam, a live proctor will monitor the candidates taking the oral IVR test over the phone, or the online writing test. A picture of the candidate is provided on the test summary.

V. Test Taker Experience

A. Listening and Speaking Test (IVR)

The Williamson County administrator will assign the test on ALTA's portal and will be given the choice to either have the test administered immediately on the site or to send a notification email to the candidate. The candidate will then call the phone number provided and will enter a unique code to access the test. They will be given instructions as well as sample/practice questions and answers to get familiar with the system. They will be asked to state their name and agree to an honor statement. The test will then start, with questions prompted automatically. The general Listening and Speaking test has 23 objectives, and each objective has between 10 and 50 questions. The ALTA system will randomly select one question per objective making each test unique to each candidate. Candidates will have some time to think about their response and then will be given an average of 40 seconds to answer. The test does not last more than 30 minutes. The test is available 24 hours per day, seven days per week.

B. Writing

The Williamson County administrator will assign the test on ALTA's portal and will be given the choice to have the test administered on paper or online, immediately on the site, or to send a notification email to the candidate. The candidate will then log into the ALTA portal to take the test. The general writing test has five (5) objectives, and each objective has between 10 and 20 questions. The ALTA system will

randomly select one prompt per objective making each test unique to each candidate. The time allotted for the test is one (1) hour. The test is available 24 hours per day, seven days per week.

VI. Results

A. Scoring

ALTA's evaluators must all first meet the minimum qualification of being native speakers of the target language. For ALTA this means that the evaluator was born, raised, and educated at the university level in the target language culture.

Potential evaluators are first trained on ALTA's scoring criteria and are then required to rate actual evaluations. Scores (subcategory and overall) are reviewed against the original scores and discrepancies are discussed and resolved. The evaluator continues this training until scoring is provided accurately and consistency. Once the evaluators are approved to perform actual evaluations, their evaluations are pulled for score reviews using an independent evaluator to collect inter-rater reliability data and to ensure accuracy. Once accuracy has been established, ALTA moves to its standard quality assurance process. Ongoing training is also offered to ALTA's evaluators. These standardization – or "norming" – sessions are designed to ensure that raters continue to interpret the scoring criteria the same, and that their scoring does not become stricter or more lenient over time.

Evaluators determine the skill level of candidates in each subcategory according to ALTA's language testing protocol.

For listening and speaking, the subcategories are:

- Comprehension (scope, speed, structure)
- Communication (scope, speed, structure, accent)
- Grammar (structure, nouns, verbs)
- Vocabulary (scope)

For writing, the subcategories are:

- Comprehension (scope, structure)
- Expression (scope, structure, vocabulary)
- Mechanics (grammar, spelling, punctuation, diacritical marks)

ALTA's testing protocol follows the descriptors of the ALTA scale, a combination of the ACTFL scale (which, at the time of ALTA's development, focused only on lower levels) and the Interagency Language

Roundtable (ILR) scale (which focused on the upper levels). The ALTA scale was created to cover the entire spectrum of language proficiency from ALTA 1 (total beginner) to ALTA 12, the equivalent of an educated speaker. All three scales have since undergone revision, and the current versions of the scales mirror each other to a great degree. ALTA's scale has been mapped to the current versions of the ILR and ACTFL scales as shown below:

ALTA Scale	Government (ILR) Scale	Academic (ACTFL) Scale	Description
12+	5	Native	Able to function as an educated native speaker.
12	4+	Distinguished	Able to function at near-native proficiency.
11	4	Distinguished	Able to function with sufficient structural accuracy and vocabulary to participate effectively in most formal and informal exchanges.
10	3+	Superior	Able to satisfy most work requirements and show some ability to communicate on concrete topics.
9	3	Superior	Able to satisfy routine social demands and limited work requirements.
8	2+	Advanced Plus	Able to satisfy most survival needs and some limited social demands.
7	2	Advanced	Able to satisfy some survival needs and some limited social demands.
6	1+	Intermediate-High	Able to satisfy basic survival needs and minimum courtesy requirements.
5	1	Intermediate - Low	Able to satisfy immediate needs with learned phrases.

4	0+	Novice - High	Able to operate in only a very limited capacity.
3, 2, 1	0	Novice - Mid, Novice - Low	Unable to function in the spoken language.

ALTA scale from ALTA 1 to ALTA 12+ (13 levels)
ACTFL (American Council for Teaching Foreign Languages) scale from Novice Low to Native (10 levels)
ILR (Federal Government's Interagency Language Roundtable) from ILR 0 to ILR 5 (11 levels).

B. Results

Results are provided in one (1) business day for oral tests and two (2) business days for writing tests.

Results are available on the ALTA portal and are emailed to the list of recipients provided by Williamson County. It is ALTA's policy not to release results to test takers.

The test summary shows an overall score as well as standard comments according to the level reached in each category. These levels may also appear on the results.

Commissioners Court - Regular Session **15.**

Meeting Date: 07/19/2022

Pulsara BAA

Submitted By: Michael Knipstein, EMS

Department: EMS

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving a Business Associate Agreement between Williamson County and CommuniCare Technologty, Inc.

Background

Will provide the Williamson County EMS medical director the ability to utilize verbal and video communication with caregivers in the field and recording of the interaction. The BAA outlines the protections of the protected health information that the provider must perform. There is no cost for the service. The BAA has been reviewed by Williamson County legal.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

BAA

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	07/13/2022 01:09 PM
County Judge Exec Asst.	Becky Pruitt	07/13/2022 01:30 PM
Form Started By: Michael Knipstein		Started On: 07/13/2022 12:54 PM
Final Approval Date: 07/13/2022		

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("**Agreement**") is entered into between Williamson County EMS with offices located at 3189 SE Inner Loop Georgetown, TX 78626 and its subsidiaries ("**Covered Entity**") and CommuniCare Technology, Inc. dba Pulsara ("**Business Associate**"), a Delaware corporation, with an address of 1627 West Main Street, Suite #229, Bozeman, MT 59715 and is effective as of the date of last signature below ("**Effective Date**").

RECITALS

A. Covered Entity possesses Protected Health Information ("PHI") that is protected under HIPAA Rules (as defined below), and wishes to ensure that Business Associate will appropriately safeguard such information; and

B. Business Associate is licensing certain software and related technology to Covered Entity.

Based upon the above recitals and the mutual covenants in this Agreement, Covered Entity and Business Associate agree as follows:

1. Definitions.

The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Disclosure, Health Care Operations, Individual, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured and Use.

a. "*Business Associate*" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this Agreement, shall mean Pulsara.

b. "*Covered Entity*" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the Covered Entity first written above.

c. "*HIPAA Rules*" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

d. "*Part 2*" shall mean the Confidentiality of Alcohol and Drug Abuse Patient Records under 42 CFR Part 2.

2. Permitted Uses and Disclosures

a. *Performance of Services*. Business Associate may use and disclose PHI in connection with the performance of the services as described in the Subscription Agreement ("Services") if such use or disclosure of PHI would not violate HIPAA Rules, or such use or disclosure is expressly permitted hereunder.

b. *Proper Management and Administration*. Business Associate may use PHI for the proper management and administration of Business Associate in connection with the performance of Services described in the Subscription Agreement. Business Associate may disclose PHI for such proper management and administration of Business Associate. Any such disclosure of PHI shall

only be made if the disclosure is required by law or Business Associate obtains reasonable assurances from the person to whom the PHI is disclosed that: (1) the PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person; and (2) Business Associate will be notified by such person of any instances of which it becomes aware in which the confidentiality of the PHI has been breached.

c. *Other Permitted Uses*. Unless otherwise limited herein, the Business Associate may also: (1) perform Data Aggregation for the health care operations of Covered Entity; (2) may use, analyze, and disclose the PHI in its possession for the public health activities and purposes set forth at C.F.R. § 164.512(b); (3) de-identify any and all PHI provided that Business Associate implements de-identification criteria in accord with 45 C.F.R. §164.514(b); and (4) may otherwise use and disclose the PHI as authorized by Covered Entity pursuant to the Subscription Agreement.

d. *Minimum Necessary*. Covered Entity shall provide, and Business Associate shall request, Use and Disclose, only the minimum amount of PHI necessary to accomplish the purpose of the request, Use or Disclosure. The Parties acknowledge that the Secretary may issue guidance with respect to the definition of "minimum necessary" from time to time, and agree to stay informed of any relevant changes to the definition.

3. Nondisclosure

A*s Provided In Agreement*. Business Associate shall not use or further disclose PHI except as permitted or required by this Agreement or as required by law.

4. Safeguards, Reporting, Mitigation and Enforcement

a. *Safeguards*. Business Associate shall use appropriate safeguards to protect PHI, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of PHI not provided for by this Agreement.

b. *Business Associate's Agents*. Business Associate shall ensure that any agents, including subcontractors, to whom it provides PHI agree in writing to be bound by the same restrictions and conditions that apply to Business Associate with respect to such PHI.

c. *Reporting*. Business Associate shall promptly report to Covered Entity any use or disclosure of PHI in violation of this Agreement or applicable law of which it becomes actually aware. Business Associate further agrees to promptly report to Covered Entity any Security Incident of which it becomes actually aware. In addition, Business Associate shall promptly report to Covered Entity any Breach of Unsecured PHI.

d. *Mitigation*. Business Associate shall have procedures in place to mitigate any deleterious effect from any use or disclosure of PHI in violation of this Agreement or applicable law.

e. *Sanctions*. Business Associate shall have and apply appropriate sanctions against any employee, subcontractor or agent who uses or discloses PHI in violation of this Agreement or applicable law.

f. *United States Department of Health and Human Services*. Business Associate shall make its internal practices, books and records relating to the use and disclosure of PHI available to the Secretary for purposes of determining Covered Entity's compliance with the HIPAA Rules; provided, however, that Business Associate shall promptly notify Covered Entity upon receipt by Business Associate of any such request for access by the Secretary, and shall provide Covered

Entity with a copy thereof as well as a copy of all materials disclosed pursuant thereto. The parties' respective rights and obligations under this Section shall survive termination of this Agreement.

5. Obligation to Provide Access, Amendment and Accounting of PHI

a. *Access to PHI*. Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill Covered Entity's obligations to provide access to, and copies of, PHI in accordance with HIPAA Rules.

b. Amendment *of PHI*. Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill Covered Entity's obligations to amend PHI in accordance with HIPAA Rules.

c. *Accounting of Disclosures of PHI*. Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill Covered Entity's obligations to provide an accounting of disclosures with respect to PHI in accordance with HIPAA Rules. Business Associate shall make this information available to Covered Entity upon Covered Entity's request.

d. *Forwarding Requests From Individual*. In the event that any individual requests access to, amendment of, or accounting of PHI directly from Business Associate, Business Associate shall forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or Business Associate to violate HIPAA Rules, Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

6. Responsibilities of Covered Entity

Covered Entity will:

a. provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with 45 C.F.R. § 164.520 as well as any changes to such notice;

b. provide Business Associate with any changes in, or revocation of, permission by Individual to the use and/or disclosure of PHI, if such changes affect Business Associate's permitted or required uses and/or disclosures;

c. notify Business Associate of any restriction to the use and/or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522; and

d. notify Business Associate, in writing, of any amendment(s) to the PHI in the possession of Business Associate that the Business Associate will make to the PHI and inform the Business Associate of the time, form and manner in which such amendment(s) will be made.

7. Limited Liability

Without limiting Covered Entity's remedies under any other provision of this Agreement, in the event of a Breach involving Unsecured PHI maintained, used or disclosed by Business Associate that is the fault of Business Associate, Business Associate shall reimburse Covered Entity for reasonable cost of providing any legally required notice to affected individuals and the cost of credit monitoring for such individuals to the extent deemed necessary by Covered Entity in its reasonable

discretion. Neither Party shall be liable to the other party for any incidental, consequential or punitive damages of any kind or nature, whether such liability is asserted on the basis of contract, tort (including negligence or strict liability), or otherwise, even if the other party has been advised of the possibility of such loss or damages.

8. Material Breach, Enforcement and Termination

a. *Term*. This Agreement shall be effective as of the Effective Date, and shall continue until the earlier of when this Agreement is terminated in accordance with the provisions of this Section or the Subscription Agreement terminates.

b. *Termination*.

1) If Covered Entity determines that Business Associate has breached or violated a material term of this Agreement, Covered Entity may, at its option, pursue any and all of the following remedies:

a) Take any reasonable steps that Covered Entity, in its sole discretion, shall deem necessary to cure such breach or end such violation; and/or

b) Covered Entity may terminate this Agreement in the event of Business Associate's uncured material breach of this Agreement following 30 days' notice and opportunity to cure, if curable.

2) If Business Associate determines that Covered Entity has breached or violated a material term of this Agreement, Business Associate may, at its option, pursue any and all of the following remedies:

a) take any reasonable steps that Business Associate, in its sole discretion, shall deem necessary to cure such breach or end such violation; and/or

b) Business Associate may terminate this Agreement in the event of Covered Entity's uncured material breach of this Agreement following 30 days' notice and opportunity to cure, if curable.

c. *Return or Destruction of Records*. Upon termination of this Agreement for any reason, Business Associate shall return or destroy, as specified by Covered Entity, all PHI that Business Associate still maintains in any media, and shall retain no copies of such PHI. If Covered Entity, in its sole discretion, requires that Business Associate destroy any or all PHI in its possession, Business Associate shall certify to Covered Entity that the PHI has been destroyed. If return or destruction is not feasible, Business Associate shall inform Covered Entity of the reason it is not feasible and shall continue to extend the protections of this Agreement to such information and limit further use and disclosure of such PHI to those purposes that make the return or destruction of such PHI infeasible. The foregoing will not apply, however, to any PHI for which Business Associate has received from the applicable individual (with respect to whom the PHI pertains) authorization in accordance with HIPAA that Business Associate may retain such PHI for the purposes authorized by the individual. Business Associate's obligations with respect to such PHI will become outside the scope of this Agreement and will be governed by HIPAA and the agreement between Business Associate and the individual.

9. Part 2 Responsibilities

a. To the extent that in performing its services for Covered Entity, Business Associate uses, discloses, maintains, or transmits protected health information that is protected by Part 2, Business Associate will rely on Covered Entity to obtain necessary patient consent before Covered Entity transmits patient information subject to Part 2 through Business Associate's Services; acknowledges and agrees that in receiving, storing, processing or otherwise dealing with any such patient records, it must comply with the Part 2 regulations in connection with any requests for access by parties other than those with which Covered Entity communicates through Business Associates Service; and if necessary will resist in judicial proceedings any efforts to obtain access to patient information except as permitted by the Part 2 regulations.

b. Notwithstanding any other language in this Agreement, Business Associate acknowledges and agrees that any patient information it receives from Covered Entity that is protected by Part 2 is subject to protections that prohibit Business Associate from disclosing such information to agents or subcontractors without the specific written consent of the subject individual.

c. Business Associate acknowledges that any unauthorized disclosure of information under this section is a federal criminal offense.

10. General Provisions.

a. State Law. Nothing in this Agreement shall be construed to require Business Associate to use or disclose PHI without a written authorization from an individual who is a subject of the PHI, or written authorization from any other person, where such authorization would be required under state law for such use or disclosure.

b. Amendment. Covered Entity and Business Associate agree that amendment of this Agreement may be required to ensure that Covered Entity and Business Associate comply with changes in state and federal laws and regulations relating to the privacy, security, and confidentiality of PHI, including, but not limited to, changes under the HIPAA Rules. This Agreement may not otherwise be amended except by written agreement between both parties.

c. Governing Law and Venue. This Agreement will be construed in accordance with and governed by the internal law of Covered Entity's state, without regard to the choice or conflicts of law provisions of any jurisdiction. In the event that either party institutes any action or proceeding arising out of or relating to this Agreement, exclusive jurisdiction will be in the state or federal court in the county where Covered Entity is located.

d. Attorney's Fees. The prevailing party in any action or proceeding to enforce any of the provisions of this Agreement shall be entitled to recover reasonable attorneys' fees, costs and expenses incurred in connection with actions or proceedings.

e. Waiver. The failure of either party to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by that party in writing.

f. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect.

g. Assignment. The rights and/or obligations contained in this Agreement may not be assigned, delegated or otherwise transferred by either party (except to a direct or indirect parent or subsidiary) without the prior written approval of the other party, not to be unreasonably withheld, provided, however that either party may assign this agreement in connection with a merger, consolidation or acquisition of a party resulting in a change of control or a transfer or sale of all or substantially all of the assets of either party. No assignment or delegation shall relieve either party of liability for its obligations hereunder.

h. Counterparts. This Agreement may be executed in one or more counterparts, each of which may be deemed an original, but all of which constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

i. Notices. All notices, requests, or consents required or permitted under this Agreement will be in writing (including electronic form) to each party or to such other party and/or address as any of such parties may designate in a written notice served upon the other party in the manner provided for below. Each notice, request, consent, or other communication will be given and will be effective: (1) if delivered by hand, when so delivered; (2) if delivered by nationally recognized overnight courier service or sent by United States Express Mail, upon confirmation of delivery; (3) if delivered by certified or registered mail, on the third following day after deposit with the United States Postal Service.

IN WITNESS WHEREOF the authorized representatives of the parties sign below in acknowledgment of their agreement to the foregoing.

COVERED ENTITY	**BUSINESS ASSOCIATE**
Williamson County EMS	**CommuniCare Technology, Inc. dba Pulsara**
By:_____	By:_____
_____	Anna Larson, Director of Commercial Operations
(Printed Name, Title)	(Printed Name, Title)
Date:_____	Date: July 13, 2022

Commissioners Court - Regular Session **16.**

Meeting Date: 07/19/2022

Authorize Issuing Advertisement for IFB #22IFB137 Medical Supplies for Emergency Medical Services Department

Submitted For: Joy Simonton **Submitted By:** Misty Brooks, 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 Medical Supplies for Emergency Medical Services (EMS) under IFB #22IFB137.

Background

Williamson County is seeking qualified vendors to provide medical supplies to Williamson County EMS. The current contract expires September 30. 2022. The expenditure will be charged to line items 01.0100.0540.003307, 01.0100.0540.003107, and 01.0100.0540.003200 and will be expensed to FY 23 budgeted funds. Department contact is Kirk Becker.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	07/14/2022 06:17 AM
County Judge Exec Asst.	Becky Pruitt	07/14/2022 10:20 AM
Form Started By: Misty Brooks		Started On: 07/12/2022 11:34 AM
Final Approval Date: 07/14/2022		

Commissioners Court - Regular Session **17.**

Meeting Date: 07/19/2022

Approval of Month-to-Month Lease Agreement Extension for Golf Cart Rental for Expo Center with Kleinfield Golf Cars, LLC for the Parks Department

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the month-to-month Lease Agreement extension between Williamson County and Kleinfield Golf Cars, LLC for the rental of a golf cart at a rate of $475.00 per month to support the operations of the Williamson County Expo Center and authorizing execution of the agreement.

Background

This agreement is for a month-to-month lease of one (1) six (6) passenger gas golf cart for the Expo Center. The monthly rental will be at a rate of $475.00 per month plus a one time pickup/delivery fee of $80.00. The mont-to-month lease is temporary while the option to purchase a cart is being researched. Funding source 01.0100.3106.004620. This expense is budgeted for FY22. Department point of contact is Jason Brown.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Quote

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	07/14/2022 06:07 AM
County Judge Exec Asst.	Becky Pruitt	07/14/2022 10:20 AM
Form Started By: Andrew Portillo		Started On: 07/11/2022 09:10 AM
Final Approval Date: 07/14/2022		

Kenfield Golf Cars LLC **Full Service Dealership-Sales-Service-Parts-Batteries**

Fixed Rental-Golf Car Short-Term Lease Agreement

This agreement is by and between Kenfield Golf Cars (herein called Lessor) having its principle place of business at 13357 Pond Springs Road, Austin, TX 78729

and: Williamson County Expo.

In consideration of the undertaking and of the premises herein, the parties covenant agrees as follows:

THE LESSOR AGREES TO THE FOLLOWING:

1. To perform routine maintenance as needed and as indicated in #2 below.

2. To make all repairs and replace all parts required by **NORMAL WEAR AND NORMAL USAGE** incurred by use and normal function of the car.

THE LESSEE AGREES TO THE FOLLOWING:

1. To keep cars furnished by Lessor, secure and sheltered the time between the delivery date and pickup date.

2. To be responsible for and reimburse Lessor for any damages, repairs, and lost rent due to vandalism, theft, accident, negligence of other than the normal function of the car.

3. Lessee is responsible for flats incurred during leasing of the car(s).

4. Not to use the leased car for any purpose other than the normal function of the car.

5. Lessee is responsible for the cleanliness of car(s) upon return or a cleaning fee of $30.00 per cart will be charged.

6. To maintain water (distilled only) level in batteries, and check oil level. (Procedures for at least one week rental)

SPECIAL PROVISIONS:

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

2. Texas Prompt Payment Act Compliance: Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date licensee receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by licensee in accordance

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

3. 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 seven (7) days written notice thereof. In the event of termination, The County will only be liable for its pro rata share of services rendered and goods actually received.

4. The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Contract.

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

TERMS:

1. Rental is a month-to-month term for a 6 passenger gas cart.
Place: Williamson County Expo

2. Rent shall be $475 monthly plus one time pickup/delivery fee of $80.

3. The monthly rental rate of $475 is due and payable on the 20th of every month via Lessee's purchasing card.

By: _____ Dated: _____

Authorized Lessee Representative

By: _____ Dated: 6/23/22

Authorized Kenfield Golf Car Representative

PLEASE READ SIGN AND FAX BACK TO 512-258-8582. THANK YOU.

Commissioners Court - Regular Session **18.**

Meeting Date: 07/19/2022

ILA for BPOC Academy for County Sheriff

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

Department: Sheriff

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the Capital Area Council of Governments (CAPCOG) Interlocal Agreement for conducting a satellite Basic Peace Officer Course at the Deputy A.W. Grimes Training Center to commence on August 29, 2022 and end on June 9, 2023.

Background

This interlocal agreement is entered into between CAPCOG and the Williamson County Sheriff's Office pursuant to Texas Government Code Chapter 791 so that a basic peace office certification course may be offered at a location designated by the Local Government and in accordance with the goals and objectives of the Regional Law Enforcement Academy to ensure well-trained and qualified individuals are working in law enforcement agencies and stakeholder organizations that provide criminal justice related programs in Region 12. The Williamson County Sheriff's Office has hosted this BPOC Academy continuously since 2005 up until the past administration.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

BPOC requirements agreement

CAPCOG ILA

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	07/12/2022 05:20 PM
Sheriff (Originator)	Starla Hall	07/14/2022 03:42 PM
Hal Hawes	Hal Hawes	07/14/2022 05:24 PM
County Judge Exec Asst.	Becky Pruitt	07/15/2022 08:39 AM
Form Started By: Starla Hall		Started On: 07/06/2022 12:23 PM
Final Approval Date: 07/15/2022		

Exhibit A

Satellite Location BPOC Training Requirements

In offering TCOLE licensed Regional Law Enforcement Academy education and training opportunities at a satellite location, the Local Government shall, in accordance with CAPCOG Regional Law Enforcement standards and procedures, as amended, and in the performance of Local Government's governmental functions:

1. Provide the facilities for a Basic Peace Officer Course and provide a qualified training coordinator for onsite management of the BPOC. The onsite training coordinator must be a current employee of the Local Government.
2. Conduct all training using only qualified trainers meeting all TCOLE requirements as stated in TCOLE Rule §215.10 Course Instructor Requirements.
3. Not conduct Distance Education, unless expressly permitted in advance by CAPCOG and in compliance with TCOLE rules.
4. Comply with and conform to all training conducted to all licenses, legal certifications, or inspections required for the services, facilities, equipment, or materials, and all applicable state and federal laws and local ordinances and academy rules. Specifically, the Local Government agrees to become familiar with, and comply with the CAPCOG Regional Law Enforcement Academy's Basic Peace Officer Course Rules.
5. Conduct all classroom instruction in accordance with TCOLE's minimum training standards and in accordance with rules and standards of the CAPCOG RLEA.
6. Identification of all instructors and the portions of the curriculum they are to teach, and scheduling of instructors subject to approval of the CAPCOG RLEA and within the parameters of the Basic Peace Officer Course calendar.
7. Upon execution of the contract, furnish CAPCOG completed RLEA forms per the requirements of TCOLE, which includes instructors' résumés or vitae and copies of relevant certificates as requested by CAPCOG RLEA.
8. Provide CAPCOG a completed and up-to-date copy of the lessor plan and other documents as required by TCOLE for each course being delivered to the CAPCOG RLEA and its customers during the term of this contract. Failure to comply with this requirement shall be treated as a default under the contract.
9. Provide supervision of all instructors while conducting training under this licensing Agreement and ensure instructors' compliance with all requirements.
10. Use only CAPCOG RLEA-approved lesson plans containing learning objectives and student evaluations for each course.
11. Submit all documentation to CAPCOG as required and sufficient for reporting training to TCOLE for each course conducted.
12. Submit to CAPCOG written notice within seven days of: any change in the chief administrator or training coordinator; any failure to meet TCOLE rules and standards by the Local Government or instructors, or failure to meet CAPCOG RLEA rules and standards by the Local Government or instructors; when non-compliance with federal or state requirements is discovered; any change in schedule or anticipated completion of training; or any change in name, physical location, mailing address, electronic mail address, or telephone number.

13. Comply with the chain of command and the disciplinary procedures as set out in the CAPCOG RLEA Basic Peace Officer Course Rules.

14. Ensure that all participants are aware of the process for the submission of any complaints in the conduct of any course provided under this Agreement and shall further inform CAPCOG regarding any complaint made regarding training provided under this Agreement promptly.

CAPCOG, as a licensed law enforcement academy, shall provide the following in compliance with all licenses, legal certifications, or inspections required for the services, facilities, equipment, or materials, and all applicable state and federal laws and local ordinances and TCOLE rules and regulations:

1. Review and approval of all instructors, lesson plans, and any and all media visual training material and coordination of their agreements and payments.

2. All financial management of the course, calculating the revenues and collecting tuition fees and class fees from all participants.

3. Scheduling and maintain registration for the course on the CAPCOG RLEA training website.

4. On-site observation and monitoring of instruction provided under this licensing Agreement to ensure BPOC objectives are being effectively reviewed and taught.

5. Test materials electronically, including topical, major and comprehensive tests. Training of the Local Government's onsite training coordinator in the operation of testing software and equipment, if applicable.

6. Grading and posting all grades and providing copies for classroom and the Local Government.

7. Investigation into any reported failure to meet TCOLE rules and standards by the Local Government or instructors, or failure to meet CAPCOG RLEA rules and standards by the Local Government or instructors.

8. Appropriate determinations for any disciplinary action for any participant in training, in the event an incident is reported which warrants disciplinary action, in compliance with CAPCOG RLEA Basic Peace Officer Course Rules.

9. Reporting of applicable training activities to TCOLE upon submission of competent documentation such as sign-in rosters, learning objectives, lesson plans, instructor bio-sketch, and course evaluations.

10. Maintenance of records of the course and participants as required by law and in accordance with TCOLE rules and standards.

Exhibit B

Capital Area Council of Governments

Regional Law Enforcement Academy

Basic Peace Officer Course Cadet Rules

(Revised 3.22.2022)

Contact Information

David Bertling 512-916-6161 dbertling@capcog.org
Director, Regional Law Enforcement Academy

Sergio Flores 512-916-6164 scflores@capcog.org
Chief Instructor, Regional Law Enforcement Academy

Terri Kroeger 512-916-6160 tkroeger@capcog.org
Office Coordinator, Regional Law Enforcement Academy

Voice mail will be accepted after hours.

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Capital Area Council of Governments
Regional Law Enforcement Academy (RLEA)

Basic Peace Officer Course Rules

Mission Declaration

It is the Mission of the CAPCOG RLEA Basic Peace Officer Course to provide the highest possible quality training to police candidates. It is the intent of the RLEA to provide that training in a climate where maximum training benefits may be attained, discipline may be evaluated, and leadership may be established within each Cadet.

1. Rules

A. General Provisions

1. To ensure the most efficient and practical operation of the Capital Area Council of Governments' Regional Law Enforcement Academy, it is our intent that the fair and equitable treatment of every Cadet, instructor, and staff member be clearly established. To safeguard the fair and equitable application of the disciplinary process for the Cadets, these rules have been formulated to ensure that each Cadet understands and is compelled to adhere to the expectations set forth by the RLEA as the acceptable standards of conduct and appearance.

2. These rules may be modified at the discretion of the Director. Any such changes are effective immediately, and when given in any form (verbal and/or written) to the Cadets.

3. None of these rules or regulations exclude the possibility that because of circumstances, there may be a reasonable and/or justifiable cause for violation of a rule. Therefore, each alleged violation of a rule or regulation will be reviewed on a case-by-case basis. The Director will be the ultimate authority of the rules, and will determine whether any alleged violation is, in fact, a deviation from strict adherence to the rules as they were intended.

4. The Director will have the final ruling on what is the appropriate disciplinary or corrective action to be administered upon clear determination of a rule violation.

B. Application of Rules and Regulations

1. The BPOC rules apply equally to each Cadet enrolled in the BPOC as provided through the RLEA.

2. The rules contained herein are applicable at all times to each Cadet of the RLEA while: on campus, off-campus, en-route to, or attending training at another affiliated training location; and while wearing the Cadet uniform. Some rules apply to the Cadets even when they are not under the above listed circumstances.

C. Exceptions to Rules

The Director has the authority to make exceptions to these rules.

D. Definitions

Academic Records – A Cadet's test or examination score, pass/fail, grade-point average, class standing, final course grade and notation of termination for academic failure

Body Art- permanently affixed visible art made on the human body and includes tattooing, scarification, branding and scalpelling. This does not apply to cosmetic tattooing on the facial area, nor to scarring from injury or accident.

BPOC – Basic Peace Officer Course

Cadet – A person enrolled in the Basic Peace Officer Course. Note: A cadet is not an employee of CAPCOG.

CAPCOG– Capital Area Council of Governments.

Chief Instructor - the Chief Instructor of the RLEA. Supervises all BPOCs and is the first point of contact for all Course Coordinators regarding any BPOC matter. Is responsible for all scheduling and ensuring that CAPCOG RLEA Rules are followed in every aspect.

Class president - elected by the BPOC Cadets in each class and reports directly to the Chief Instructor or Class Coordinator as appropriate. Will distribute information from the Chief Instructor or Class Coordinator to the class. Supervises Sergeant-at-arms and squad leaders.

Course Coordinator - Supervises the BPOC's for off-site locations (satellite classes) and reports directly to the Chief Instructor, and Director. Is responsible for ensuring that CAPCOG RLEA Rules and Regulations are followed in every aspect.

Director – the Director of the Regional Law Enforcement Academy. The director provides guidance and the strategic direction of the RLEA, coordinates law enforcement training with regional and local law enforcement agencies, develops budgetary and audit matters, monitors rules changes by TCOLE, plans, assigns, and supervises work of the RLEA staff.

Duty Rig – duty belt, duty belt keepers, handcuff case, collapsible baton holder, double magazine holder and holster for handgun (these items can be in leather or nylon web).

Full Duty Rig – duty rig along with handcuffs, collapsible baton, two magazines and approved handgun.

Guest Instructor – Anyone contracted or selected to teach one or more topics of the BPOC.

Hosting Agency – A law enforcement agency who is hosting an In-Service or BPOC training.

Law Enforcement Agency – Any public sector agency that employs full-time, paid, licensed peace officers.

LEEC – Law Enforcement Education Committee. The committee that advises the RLEA from representative members of the CAPCOG region.

Magazine – Spring loaded shaft that holds ammunition for a handgun.

May – Creates discretionary authority or grants permission or power.

Name Plate – A tent card created with hard paper stock that displays the CAPCOG logo and the cadet's name.

Negative Conduct – Conduct that is considered by RLEA staff to be insubordinate or disrespectful to cadets, instructors, staff or others; includes conduct that impedes an effective and efficient learning environment.

Off-site BPOC- Any BPOC not being conducted at 6800 Burleson Road, Austin, Texas.

Order – Any oral or written directive or command given by an instructor or other RLEA staff. Anytime an order is given to a cadet to do something, especially pertaining to the completion of a training task, it will be followed. An order must be legal and ethical (role-play scenarios notwithstanding).

PT – Physical training or physical training course.

Registration – Registration for a BPOC begins when a candidate for an ensuing BPOC pays for and completes an entrance exam. Upon successful passing of the entrance exam, the candidate then completes and submits the RLEA BPOC Application. Upon RLEA approval of the application, the candidate then receives instruction for the BPOC screening instruments (Drug test, polygraph exam, and physical medical exam) which must be completed satisfactorily. Upon submission of all completed RLEA required documents of application, and successful passing and completion of all instruments of screening of BPOC candidates, a candidate will be granted a tentative slot on the roster. A cadet will not be considered "registered" until all documents have been properly submitted, all screening passed satisfactorily, and one half of cadet tuition is paid.

RLEA – CAPCOG's Regional Law Enforcement Academy.

Rule – A written order which governs, prohibits, or requires certain conduct by cadets, and stands as an expectation for the duration of the BPOC.

Secretary/Treasurer - Elected by the cadets of the class. Reports directly to the class President. Responsible for planning and collecting funds for the class plaque that is presented to the Director at graduation.

Sergeant-at-Arms – appointed by, and duties assigned from the Chief Instructor or Class Coordinator (as appropriate). Responsible for assembling class for inspections and training,

maintaining order in the classroom and other duties as deemed necessary. Prepares a contact list for all cadets for notifications in case of change of class locations, weather cancellations, etc. Reports directly to the Chief Instructor or Class Coordinator until the election of a class president, at which time he/she will then report directly to the class president. If the Sergeant-at-Arms is elected as class president, the sergeant at arms position will not be refilled.

Shall – Imposes a duty

Sponsoring Agency – A law enforcement agency that employs a cadet who is enrolled in a BPOC, or that provides TCOLE required documentation for admittance to a BPOC with the intent (but not requirement) of hiring the cadet upon successful completion of the BPOC. The sponsoring agency may supply all necessary items for the completion of the BPOC to include an appropriate vehicle for the driving course.

Sponsored Cadet – A cadet who is either an employee of a law enforcement agency or a cadet whose documentation and necessary items for the BPOC registration have been provided by a law enforcement agency.

Squad leader - appointed by the Chief Instructor or Class Coordinator as appropriate and reports directly to the Sergeant at arms. Responsible for each member of the assigned squad. Should gather contact information on each squad member and forward to Sergeant-at-arms.

Staff – Any employee of CAPCOG or anyone employed by the law enforcement agency sponsoring the BPOC course.

Strike-through – Drawing one line, horizontally, through a word or sentence.

Vice-president- Elected by the members of the class. Assumes responsibility of Class president in the case of the class president's absence/termination.

2. Payment of Fees and Reimbursement Policy

2.1 Fees

Full cadet tuition for the BPOC paid by non-agency-sponsored cadets shall be paid on or before "Family Night." Failure to pay tuition for the course in full by family night or deadline will result in termination from the BPOC course, and the loss of all registration fees.

A. Payment of course registration fees

During the process of registration, payment of each successive step in the process must be paid in full before advancing to the next step. Payment for the entrance exam is due prior to taking the exam, and is non-refundable under any circumstances, regardless of the outcome of the exam. Cadet uniform shirts, and PT Uniform must be ordered and paid in full as a part of the cadet registration. Course registration fees are non-refundable.

B. Payment of tuition fees

A cadet is not considered as fully enrolled for a BPOC until the tuition is paid in full. The tuition must be paid in full prior to the first day of class.

2.2 Reimbursement Policy

There will be no tuition reimbursement made after the beginning of the first day of class. Tuition reimbursement if paid for by credit card, will be refunded minus the $150.00 credit card refund charge that applies.

3. BPOC Chain of Command

3.1. BPOC Chain of Command for Day BPOC

A. The BPOC Chain of Command for the Day BPOC is as follows: BPOC Cadets report to the Chief Instructor. The Chief Instructor reports to the Director.

B. In the absence of the Chief Instructor, Cadets will report directly to the Director.

3.2. BPOC Chain of Command for off-site and evening BPOC

A. The BPOC Chain of Command for the off-site and evening BPOC is as follows: BPOC Cadets report to the Course Coordinator. The Course Coordinator reports to the Chief Instructor. The Chief Instructor reports to the Director.

B. In the absence of the Course Coordinator, BPOC Cadets will report to a Co-course Coordinator or current instructor.

C. In case of any exigent circumstance, Cadet shall report to the Chief Instructor or the Director.

4. Disciplinary Action

4.1. Disciplinary Action

A. Cadets who violate one or more of the rules shall be subject to disciplinary action. Disciplinary action is defined below from the lowest to the highest:
   1. Level I disciplinary action consists of a verbal warning. The Cadet will receive a verbal warning; however, the documentation of that warning will be recorded in the Cadet's file.
   2. Level II disciplinary action consists of a written warning along with a work assignment of a five (5) page essay over the current topic. If the Cadet is between course topics at the time of the rule violation or at the time disciplinary action is taken, the selection of the topic will be at the discretion of the person assigning the disciplinary action.
   3. Level III disciplinary action consists of a written warning along with a ten (10) page essay over the current course topic. If the Cadet is between topics at the time of the rule violation

or at the time disciplinary action is taken, the selection of the topic will be at the discretion of the person assigning the disciplinary action.

4. Level IV disciplinary action consists of termination from the Basic Peace Officer Course.

B. Depending on the circumstance of the violation, any of the above four levels of discipline may be chosen and approved by the Director.

4.2. Who May Administer Disciplinary Action

A. Based on any Cadet's conduct, any instructor or guest instructor may recommend that disciplinary action, from Level 1 to Level 4, be taken against the Cadet, through the chain of command, to the Director.

B. The Chief Instructor or Course Coordinator may administer Level I, Level II, and Level III discipline for violations of rules. The Chief Instructor or Course Coordinator may recommend Level IV disciplinary action for violation of any rules or regulations to the Director.

C. Based on any Cadet's conduct, the Director may administer any level of disciplinary action against the Cadet as the Director deems necessary, or essential.

4.3 Cadet Removed from Class Based on Negative Conduct

In order to maintain a safe and effective learning environment, any Cadet may be removed from class by any instructor, guest instructor, staff member, Course Coordinator, Chief Instructor or Director, because of negative conduct.

4.4 Subsequent Disciplinary Action

Cadets, who because of a violation of a rule have received disciplinary action of a certain level, may receive disciplinary action of the next higher level if the same or different rule or regulation is violated.

4.5 Written Essay Assignments

Cadets who receive a written essay assignment shall submit the essay to the Chief Instructor, Course Coordinator or Director as specified.

4.6 Written Essay Format for Excused Absences

Each written essay for an excused absence will be formatted in the same manner as final notes (see 16.3 Final Notes)

4.7 Written Essay Format for Disciplinary Action

Each written essay must be handwritten in black ink using block letters (all capital printed letters), single spaced on white standard wide ruled, three hole punched paper. Writing will be on the front side of the paper only. The Cadet's name and the date the paper was assigned shall be printed at the

top right-hand corner of the first page of the paper. The title of the paper shall be listed on the middle of the top line of the front page of the paper.
The paper shall cover three areas of the selected topic: 1) Overview of the Topic, 2) The Cadet Understands the Topic, and 3) How the topic applies to Law Enforcement.

4.8 References for written Essay Assignments for Disciplinary Action

Cadets who receive a Level II disciplinary essay assignment shall use a minimum of 7 internet references or a minimum of 3 book references. Cadets who receive a Level III disciplinary essay assignment shall use a minimum of 12 internet references or a minimum of 6 book references. For the purposes of this rule, book references will include professional law enforcement or criminal justice periodical publications or journals and/or professional law enforcement or criminal justice textbooks.

4.9 When Essays shall be submitted

All assigned essays shall be submitted on the third day from the date of assignment. Example: If the Cadet was given the assignment sometime during the training day on Monday, the essay must be turned in on Thursday, at the beginning of the training day, prior to the beginning of class.

4.10 Who receives Completed Essays?

Completed essays shall be submitted to the Chief Instructor, Course Coordinator, Director or their designee.

4.11 Grading Criteria for all Essay

A. All essays will be graded.

B. Essays for disciplinary action shall be handwritten on white standard ruled, three hole punched paper. Failure to write this essay on the above-described paper will result in 25 points off of the grade for the essay. Neatness and writing style will be graded. Cadets shall write each essay using all capital block print (each letter will be a capital letter). Failure to submit the essay using capital block print will result in a failing grade for the essay. Each essay will be written in black ink. Failure to write the essay in black ink will result in 20 points off of the grade of the essay. Each essay will be neat and legible. The lack of neat and legible printing will result in 20 points off of the grade of the essay. Each essay will be written in proper form. The Cadet's name and the date the essay was assigned shall be printed at the top right-hand corner of the first page of the essay. The title of the essay shall be listed on the middle of the top line of the front page of the essay. Each form violation will result in 10 points off of the grade of the essay. The essay shall adequately cover three areas of the selected topic: 1) Overview of the Topic, 2) The Cadet Understands the Topic, and 3) How the topic applies to Law Enforcement. Failure to adequately cover all the above-mentioned areas will result in an overall failing grade for the essay. Two "strike through" words will be allowed for five (5) page essays and four (4) "strike through" words will be allowed for ten (10) page essays. There will be five (5) points taken off of the overall grade of the paper for each "strike through" thereafter.

C. There will be five points taken off the overall grade of the essay for each omission of a reference required by section 4.08.

D. A cadet who receives a failing grade for their essay for a Level II Disciplinary Action will receive Level III Disciplinary Action. The topic for the Level III will be determined by the Course Coordinator, Chief Instructor or Director.

E. A cadet who receives a failing grade for a Level II Disciplinary Action and then further receives a failing grade for the subsequently assigned Level III Disciplinary Action will receive a Level IV Disciplinary Action.

F. A cadet, who is initially assigned a Level III Disciplinary Action and receives a failing grade for the essay, will be given Level IV Disciplinary Action.

4.12 Cadet's Responsibility to Makeup Work

Any Cadet who has missed class due to an absence shall immediately copy any makeup notes, from classmates, that were missed during their absence. The make-up notes shall be submitted to the Course Coordinator, Chief Instructor or Director for inspection, along with the essay, within three (3) days from the return from the absence. Example: If the Cadet misses training on Monday and arrives back to class on Tuesday, the Cadet shall submit their make-up notes prior to the beginning of class on Thursday. If the Cadet misses a portion of the day on Monday, the Cadet shall submit the makeup work prior to the beginning of class on Wednesday. Failure to submit the required makeup notes will result in the Cadet receiving Level II disciplinary action. It is the Cadet's responsibility to initiate this activity and submit the make-up notes to staff on time.

5. Reports on Sponsored Cadets

5.1 Sponsoring Agency Notification Policy

The supervisor, identified as the sponsoring agency contact, will receive a username and password to the Cadet training platform.

5.2 Academic Notifications to Sponsoring Agency

Sponsoring agency contact can adjust their own notification settings to suit the needs of their department within the Cadet training platform. Notifications, at the discretion of the user, can be set for Cadet's submission of assignment(s) or completed exams.

5.3 Immediate Report to Sponsoring Agency

The Chief Instructor or Director will immediately contact the supervisor identified as the home agency contact or the Chief of the sponsoring agency if the sponsored Cadet has been injured, fails to show up to class, received any disciplinary action, fails any examination (practical or written) or is terminated from the BPOC.

5.4 Reporting Method

Cadet grades are reported utilizing the Cadet platform. Grades are live and reflect the current GPA and information pertaining to each Cadet. Cadets and the sponsoring agency contact have 24-hour access to online grading, overall Cadet GPA, class standing and a breakdown of each graded topic.

5.5. Termination of Sponsored Cadets

Any sponsored Cadet who has been terminated by their sponsoring agency will be subject to review for consideration of termination by the Director and Chief Instructor of RLEA.

6. Termination from the BPOC or Voluntary Withdrawal

6.1 Termination from the BPOC

Any Cadet attending the BPOC may be terminated from the course for any violation of rules for which termination is a possible penalty. Cadets who are terminated from the BPOC, because of academic failure, may apply for a subsequent BPOC. Cadets who are terminated because of attendance violations may apply for a subsequent BPOC, upon the approval of the Director. Cadets terminated from the BPOC for any other reason may apply for another BPOC, after a two-year period, with the approval of the Director. Any consideration for future enrollment in a BPOC will require a full tuition payment in advance.

6.2 Disciplinary Appeal Process

A. Cadets may appeal disciplinary action, through the chain of command, by submitting a letter of appeal to the Director. A written appeal letter must describe the circumstance surrounding the alleged rule or regulation violation, the reason for the Cadet's actions that caused the disciplinary action and the objective of the appeal by the Cadet. A written appeal must be submitted to the Director within 3 days from the date that the Cadet received the disciplinary action.

B. If the appeal relates to disciplinary action administered by the Chief Instructor or Course Coordinator, the Director will examine the circumstances by either reviewing documentation, interviewing all parties involved, or both. The Director will decide on the appeal no less than 10 days from the day the appeal was received regarding the disciplinary action.

6.3 Voluntary Withdrawal from the BPOC

Cadets who voluntarily withdraw from the BPOC for reasons relating to sickness, injury, military duty, employment opportunities or personal problems may apply to enroll in any future BPOC. Cadets who withdraw in lieu of disciplinary action relating to unethical or unprofessional behavior will be considered on a case-by-case basis, and only permitted to re-enroll with the approval the Director. Any subsequent enrollment following a disciplinary removal of a cadet in the BPOC will require a full tuition payment in advance.

7. Cadet Materials and Personal Equipment

7.1 Cadet Materials

A. The RLEA will furnish each Cadet with the following materials:
1. One Texas Law Book containing required laws and codes
2. One thumb drive containing BPOC handouts

B. Cadets will be responsible for having all supplies on hand during each training day when needed. Failure to have the proper Cadet materials on hand when needed will result in a Level 1 disciplinary action. Multiple violations of this rule may result in disciplinary action up to and including termination from the BPOC.

7.2 Personal Equipment

The Cadet will be responsible for having equipment on hand and ready for use during any topic where and when equipment is required. It is the Cadet's responsibility to obtain the equipment by either purchasing the equipment or borrowing the equipment. It is also the Cadet's responsibility to ensure that the equipment is approved and operational. Failure to have the functioning, approved equipment available when needed will result in disciplinary action up to and including termination from the BPOC. A list of the required equipment for the required topics is as follows:

Topic	Equipment
All Topics	Computer or similar device
Physical Training	PT Shorts, Shirt & Shoes
Fitness and Wellness	PT Shorts, Shirt & Shoes
Mechanics of Arrest	Full Duty Rig & Equipment Without Pistol or Ammo Mouthpiece
Collapsible Baton Course	Full Duty Rig & Equipment Without Pistol or Ammo Collapsible Baton Mouthpiece
Firearms Course	Full Duty Rig & Equipment 1000 Rounds of Pistol Ammo. 15 Rounds of 2 ¾ in. 12 Ga. OO Buck Shot 25 rounds 2 ¾ in. bird shot Pistol with three magazines
Patrol Practical's	Full Duty Rig and Equipment Without Pistol or Ammo.
Emergency Driving Course	BPOC vehicle, sponsoring agency vehicle or a comparable police type vehicle

8. Conduct Unbecoming or Prejudicial to Good Order

8.1 Introduction

A. The following rules have been developed to promote proper conduct of Cadets, promote professional ethics, and to maintain an efficient and comfortable working and learning environment.

B. Any Cadet violating any of these rules will be subject to disciplinary action, including immediate termination from the BPOC.

8.2 Truthfulness; Honesty; Cheating

A. Cadets will be absolutely truthful in all answers to questions posed by any instructor or staff member (In person), or in any written communication to an instructor or staff member, or in any work assignment, questionnaire, quiz or exam, or other writing submitted by the Cadet, or any other assignment as directed to perform.

B. Cadets will be responsible for doing their own work assignments, projects, papers, quizzes and exams, etc. Any Cadet assisting another Cadet on any assignment, project, paper, quiz or exam, etc., without authorization, will be considered to have cheated, and both Cadets will be subject to immediate termination.

C. Any Cadet who receives the help of another Cadet on any assignment, project, paper, quiz or exam, etc., without authorization, will be considered to have cheated and will be subject to immediate termination.

D. Any Cadet utilizing any unauthorized resource material for any assignment, project, paper, quiz or exam, etc., will be considered to have cheated and will be subject to immediate termination.

E. Any Cadet soliciting any CAPCOG cadet graduate for their knowledge of past test content, assignments, projects or papers will be considered as cheating and will be subject to immediate termination. Any CAPCOG graduate that is soliciting to sell, or otherwise offer, distribute, or publicize any BPOC material from previous BPOC courses is unethical, and should be reported to CAPCOG RLEA immediately. Any use of study material that has originated from any source outside of your personal work in your current class at CAPCOG RLEA, is unapproved for cadet use, and will not be permitted.

F. Any Cadet attending the daytime BPOC who solicits a Cadet enrolled in the evening time BPOC for information or knowledge of past (CAPCOG RLEA) test content, study material, assignments, projects or papers will be considered to have cheated and will be subject to immediate termination

G. Any Cadet attending the evening time BPOC who solicits a Cadet enrolled in a daytime BPOC for information or knowledge of past test content, study material, assignments, projects or papers will be considered to have cheated and will be subject to immediate termination.

H. Any Cadet accessing or attempting to access CAPCOG's testing website from a location other than the classroom or without the permission and at the immediate direction of the director, chief

instructor, class coordinator or designated test proctor will be considered to have cheated and will be subject to termination.

I. Any cadet found to be guilty of cheating will be subject to disciplinary action, which may include dismissal or expulsion from the RLEA. Lying in any form is considered unethical conduct and is subject to disciplinary action which may include dismissal or expulsion from the Academy. The intentional submission of a false or misleading document or statement is considered lying. Cheating, actual or attempted, is viewed as unethical conduct. This conduct includes but is not limited to the following:

1. The copying of any BPOC test, or any portion of a BPOC test.
2. Being in possession of an unauthorized copy of any BPOC test or an unauthorized copy of any portion of a BPOC test.
3. The copying, purchase or acceptance of class work and/or answers from another Cadet or outside source, or allowing another Cadet to copy, purchase or receive class work.
4. Viewing the test of another Cadet or allowing the Cadet to view class work associated with a test being administered.
5. Misleading, incomplete or untruthful statements involving incidents which occur during class or outside of class, made to RLEA staff when they question cadets regarding such instances.

8.3 Criticism and Courtesy; Insubordination

A. Cadets will demonstrate courtesy to each other, staff members, instructors, guests, or any other person, at all times. Cadets will address individuals by his/her appropriate title or position. Example: Officer Jones; Sgt. Smith; Ms. Smith; Yes, Sir; No, Sir; Yes, Ma'am; No, Ma'am.

B. No Cadet will openly criticize, nor challenge any staff member, instructor, or guest. Cadets will discuss any criticism he/she has professionally, with courtesy and respect, directly with the Chief Instructor or Course Coordinator or will offer his/her opinion exclusively on class evaluation forms.

C. Class disruptions by cadets will not be tolerated. Cadets will not argue with any staff member, instructor, visitor, or other Cadet. If a Cadet disagrees with someone, the cadet will professionally, and with courtesy and respect, discuss the matter with the person he/she disagrees with during a break from instruction. (When the staff member, instructor, guest, or other Cadet ends the discussion, the conversation is over.)

D. Cadets will respect the opinions of others and, if necessary, will just have to agree to disagree.

E. Every Cadet will obey any command, order, or instruction of a staff member or instructor. Any Cadet failing or to obey any order will be held accountable for acting insubordinate. For the purposes of this rule, a command, order, or instruction may be made directly by the staff member, instructor, or by any one of these persons through another Cadet or person.

F. Cadets will refrain from using profanity while attending any BPOC activity or while on any portion of the RLEA property or alternative training site. Profanity may be used by an instructor,

or cadet during role-play activities (only as instructed) when necessary to enhance a learning point or to evoke a response from other Cadets.

G. Cadets shall cease from talking to one another when it becomes obvious that the instructor or staff is ready to address the class or ready to instruct, or directs the class to cease. Cadets shall not talk to one another while an instructor and/or staff is instructing. For the purposes of this section, it should be obvious that an instructor or staff member is ready to instruct if the instructor or staff member is walking toward the front of the class or standing at the front of the class, or however the class group may be assembled.

8.4 Harassment

A. Cadets will not engage in any harassing conduct. Harassing conduct includes but is not limited to: sexual or racial slurs or epithets, gestures, innuendoes, remarks, utterances, gender or religious-based or racial-based jokes, or any other behavior or communication that is unwanted by the receiving person(s).

B. Public Displays of affection, holding hands, hugging, kissing or sexual conduct of any kind is prohibited between two Cadets.

C. Any Cadet who knows of and fails to report harassing conduct or public displays of affection is subject to discipline as if he or she engaged in the harassing conduct or public displays of affection.

D. Positive Peer pressure, that which is compelled by fellow cadets urging one another to do their best, or to do better, is not considered to be of a harassing manner when it is appropriate to do so.

8.5 Discrimination

A. No Cadet will engage in any conduct that discriminates against another on the basis of race, religion, ethnicity, gender, age, physical or mental disability, veteran status, sexual preference, or lifestyle.

B. No Cadet will engage in any conduct that violates the civil rights of another.

C. Any Cadet knowing of and failing to report an incident of discrimination, or violation of civil rights will be held as liable as though he / she committed, or participated in the act.

8.6 Abuse of Position; Seeking Gratuities / Gifts

A. No Cadet will represent himself or herself as a police officer, at any time. This does not apply to Cadets who have taken and passed the TCOLE licensing examination and is currently working for a law enforcement agency as a sworn peace officer.

B. No Cadet employed by a public safety agency will take independent police action unless authorized by his / her agency to do so. This includes assisting another officer in a traffic stop. Cadets who are not currently licensed, active peace officers shall not involve themselves in any

law enforcement activity at all; but rather will make every conscious effort only to be a good witness.

C. No Cadet will solicit, demand, or receive a gratuity or gift from any vendor or service provider either by representing himself or herself as a peace officer or by any other means.

D. No Cadet will fraternize, or personally socialize with RLEA staff or instructors outside of RLEA-sanctioned class activities.

E. No Cadet will socialize with the law enforcement officers of an agency outside of RLEA-sanctioned class activities if training is held at that agency during the course of that Cadet's BPOC.

8.7 Possession of Firearms

A. Cadets are not permitted to bring any firearms or ammunition onto the RLEA property unless specifically authorized, directed or instructed to do so by staff or instructor.

B. When authorized to bring firearms, Cadets will use the utmost caution when handling them.

1. Weapons will be unloaded and holstered at all times. NO HORSEPLAY OR SHOWING OFF WITH ANY FIREARM will be tolerated. This includes unauthorized use of red or blue training guns and dummy bullets.

2. Magazines will be empty and removed from the pistol.

3. Firearms will not be left unattended.

C. When authorized to remove weapons from holsters or containers, Cadets will remove the magazine, pull back the slide, lock it open, and point the barrel towards the ground.

D. Any Cadet violating a firearms rule may be subject to criminal sanctions in addition to being immediately terminated from the BPOC.

E. Reckless / Negligent behavior

8.8 Possession or Use of Alcoholic Beverages or Drugs on RLEA Property

A. Cadets will not be permitted to possess or use any alcoholic beverage or illegal drug on RLEA property. This does not apply to any medications that are legally and properly prescribed.

B. Cadets will not enter or remain on RLEA property while under any influence of any drugs or alcohol. This includes residual effects / influence from the previous 24-hour period

8.9 Gambling

A. No Cadet will engage in any gambling activity on RLEA property.

B. For the purposes of this rule, gambling is defined in the Texas Penal Code and shall include betting pools on the outcome of a sporting event or similar activity.

8.10 Fit for Class, Sleeping

A. There will be no sleeping on RLEA property.
B. The RLEA staff realizes that there may be times when a cadet, due to circumstances beyond his / her control, does not obtain sufficient rest. In these instances, the Cadet should report his / her condition to the staff or instructor first thing in the morning.

C. Any cadet deemed unfit for class activities, due to lack of sleep, will be dismissed for the day and will receive Level I disciplinary action. Upon the second violation, the cadet will receive Level II disciplinary action and upon the third violation, the cadet will receive Level IV disciplinary action.

D. In order to continue to participate in class, a cadet may be permitted to stand at the back of the classroom.

8.11 Neglect

A. Each cadet will be required to carry out all responsibilities or duties assigned to him / her by staff or instructors.

B. If a cadet is unable to do so, he/she will immediately notify the staff or instructor.

8.12. BPOC Cadet Duties / Squad Duties

Each BPOC class will be broken into squads and will be assigned duties to be completed by each squad throughout the day. Each Cadet shall ensure that their assigned duties are successfully completed correctly and on time. Cadets taking the BPOC at an auxiliary location shall also complete the assigned duties if such duties are directed to the class by the hosting agency. Failure to complete such duties satisfactorily will result in disciplinary action.

8.13 Training Equipment

Training Equipment shall not be used or touched by any Cadet without the consent of the Chief Instructor, Course Coordinator or Director. For the purposes of this section, training equipment means any equipment used to train law enforcement Cadets, including any audio visual or audio equipment.

8.14 Professional Etiquette

A. All cadets shall be prepared each day by having a pencil, pen, notepaper, books, computer and equipment needed for the day's topic(s). It is the cadet's responsibility to keep up with and understand the schedule of training and the equipment needed each day.

B. Cadets shall not sit on, put their feet on, or write on any tables in the break room, classroom or any room at any training environment used for BPOC training.

C. Cadets will be expected to leave every place of their use clean upon the conclusion of their use.

D. All cadets shall have their name plate out and in its proper position at the beginning of each day of class and keep the name plate in its proper position throughout the full day of training, each training day. No alterations to the name plate are permitted.

E. Each cadet shall raise a hand when asking or answering a question and wait to be called upon before speaking, unless told otherwise by a specific instructor for a specific topic, and unless otherwise directed by the instructor.

F. All cadets are encouraged to participate (mentally, verbally, and /or physically, as directed) in each class.

G. It is the expectation of the RLEA that cadets will demonstrate proper manners for eating food when on break or on lunch.

H. There will be no eating in the RLEA classroom except, and unless specifically directed by RLEA staff.

8.15 Utilization of Chain of Command

All cadets shall utilize the chain of command to report, discuss or bring to the attention of RLEA Staff, Chief Instructor or Director, any issue relating to rules, regulations or conduct within the BPOC. (See Chain of Command, Section 3.1.)

8.16 Complaint / Grievance Procedure

A. The first step in the grievance procedure is for the cadet to attempt to resolve the grievance by informal conference with the Chief Instructor or Course Coordinator as applicable. If this informal conference does not result in a resolution of the problem(s) that is satisfactory to the complaining cadet, he or she may file a formal, written grievance. (As an appeal to the response given by the Chief Instructor or Course Coordinator)

B. Formal grievances must be in writing, signed by the cadet, and presented to the Director within 3 days of the alleged grievance occurrence. A statement of the specific remedial action requested by the complaining cadet must be included in the written grievance. The written grievance should also specify the date of the informal grievance conference and describe why it did not result in a satisfactory resolution of the problem. After being presented with a written and signed grievance,

the Director shall (1) notify the Executive Director (2) meet with the cadet and other such persons as may be necessary to gather the facts; (3) attempt to resolve the grievance with the cadet and, if requested by the cadet, with the cadet's representative; and (4) communicate the decision to the complaining cadet in writing within 10 working days after receipt of the grievance, sending a copy of the decision to the executive director. If the complaining cadet or suspected cadet is a sponsored cadet, the chief administrator of the sponsoring agency or agencies shall be notified as to all proceedings under this policy.

8.17 Possession of Cellular Telephones, Pagers or Any Wireless Communication Device

It is prohibited for cadets to possess a cellular telephone/watch, pager, or any wireless communication device while in any classroom, in the CAPCOG building or at any offsite location while the BPOC is in session (except those authorized). Cadets may check their messages and/or use said wireless device prior to class, during class breaks, during lunch breaks or after class is over. A Cadet may bring said wireless device into the classroom or auxiliary training location temporarily, only after receiving explicit permission based on an extreme circumstance, from the Chief Instructor, Course Coordinator, or Director.

8.18 Violation of Criminal Laws

A. Cadets who violate criminal laws shall be subject to immediate termination from the BPOC.

B. Cadets who are arrested for the violation of a criminal law shall be subject to immediate termination from the BPOC. The fact that a case is pending prosecution or disposition notwithstanding, the RLEA is not obligated in any manner to wait, or delay taking the action it deems as appropriate.

8.19 Off-Duty Conduct

A. Cadets who demonstrate conduct which would be considered unbecoming or prejudicial to good order, or which would reflect adversely on the CAPCOG RLEA, the cadet's home agency or the profession of law enforcement, during class or after class, will be subject to disciplinary action up to and including termination from the BPOC. It is the duty of the Cadet(s) involved to notify the Chief Instructor, Course Coordinator, or Director immediately after the conduct occurs. It is the duty of sponsored cadets to contact the coordinator of their sponsoring agency immediately after the conduct occurs. Failure to advise the academy staff of such conduct shall result in disciplinary action up to and including termination from the BPOC.

B. Cadets are responsible for immediately reporting to the Chief Instructor any official contact with an officer or agency. The Officer information, agency and reason for contact shall be obtained by the cadet.

9. Facility Rules

9.1. Smoking, Tobacco Products, Gum

A. The CAPCOG RLEA is a smoke-free, tobacco-free facility. Any Cadet wishing to smoke must go outside to the designated smoking area.

B. Cadets will not be permitted to dip or chew tobacco (or sunflower seeds or gum) inside the RLEA building, or any approved off campus BPOC course. Any Cadet wishing to dip or chew tobacco must go outside and use an appropriate container. Spitting on the ground is prohibited on RLEA property.

9.2 Classroom / Lunch Breaks

A. Cadets will restrict congregation to the break room and the outside areas. Cadets shall not gather in the hallways.

B. Cadets will refrain from making excessive noise during breaks so as not to disturb other classes or staff working in the building.

9.3 Internet Usage

Cadets will be allowed to utilize CAPCOG's internet connection to research criminal justice or law enforcement related topics during class. Before, between and after classes, Cadets may search for and respond to law enforcement or criminal justice job opportunities or check and respond to e-mail. Searching for or opening any sexually oriented web sites is prohibited at any time. BPOC Cadets who meet at an off-site location for BPOC training shall obey all policies regarding internet usage set out by the off-site agency.

9.4 Food and Drinks

A. Food may only be consumed in the break room or outside the building. No food will be taken into the classroom.

B. Cadets will be responsible for washing their plates, cups, and utensils, and for taking these items home at the end of the day. Cadets will also ensure that break room is kept clean at all times: all counters and tables are cleaned after every break, after lunch and at the end of the day. Cadets will make sure the coffee pot is turned off and cleaned at the end of the day.

C. Cadets may not leave any food or drinks in the refrigerator overnight. Any food or drinks left in the refrigerator overnight will be thrown away.

D. Drinks may be allowed in the classroom at the discretion of the Chief Instructor, Course Coordinator or Director.

E. Drinks will be permitted in the break room. Cadets will be responsible for discarding their empty containers.

F. Cadets who spill drinks shall be responsible for the immediate cleaning of the spill.

9.5 Cadet Parking

Cadets may only park in areas as directed by the Chief Instructor, Course Coordinator or Director. Cadets shall not park their vehicle in or at any other location.

9.6 Areas "off limits" to Cadets

Cadets are authorized to enter or use the RLEA training room, the RLEA break room and restrooms only. All other rooms are strictly off limits, unless specifically directed otherwise by RLEA staff. For Cadets who are attending the BPOC at the RLEA campus, the authorized training room is the Mesquite room, and the authorized break room is located across from the training room, with the authorized restrooms being the closest restrooms located down the hall from the RLEA training room. Cadets shall not loiter in the hallways and shall keep their voice levels down so as not to disturb other classes or employees working in the area. Cadets attending an auxiliary training site shall enter only the rooms they are permitted to enter.

9.7 Loitering on RLEA Property

Cadets shall not loiter on CAPCOG property after classes have been dismissed for the day. The exception to this would be verbal authority or permission granted by the Director or Chief Instructor.

10. Safety

10.1 Classroom Safety Requirements

- **All Cadets will adhere to the following classroom safety requirements throughout the course of the BPOC.**

A. Horseplay will not be tolerated.
B. No running unless authorized by the instructor.
C. No practicing defensive tactics, handcuffing or any activity involving physical contact unless authorized by the instructor.
D. No sitting on tables.
E. No firearms are allowed in class or on the grounds of the training location without permission of the instructor.
F. No ammunition is allowed in class or on the grounds of the training location without permission of the instructor.
G. No intermediate defensive weapons are allowed in class or on the grounds of the training location without the permission of the instructor.
H. All Cadets must inform the instructor, Class leader, Chief Instructor of an existing injury or illness prior to class.

I. All Cadets must inform the instructor immediately of any sickness or illness that occurs during class time.

J. Any possible dangerous situation due to equipment damage must be brought to the instructor's attention immediately.

K. All appropriate body protection and mouthpiece must be worn during defensive tactics and baton training.

L. No Cadet will strike another Cadet without permission of the instructor.

10.2 Firearms Range Safety Rules

A. Each Cadet will adhere to all the following safety rules at any firearms range for training.

a) Strict discipline will be maintained at all times on the firing range in order to prevent accidents and injuries. Failure to follow orders will result in disciplinary action up to and including termination from the Class.
b) Treat all firearms as though they were loaded.
c) Always point the muzzle in a safe direction.
d) Always keep finger off trigger and outside of trigger guard until your weapon is on target and you have made the conscious decision to discharge your weapon.
e) Always be sure of your target, your backstop and beyond.
f) No one is allowed on the range that is taking any substances that would impair the ability to correctly respond to audible or visual cues. This includes alcohol or any drug prescription or otherwise.
g) Never assume anything; always ask instructor for clarification.
h) Never anticipate a command.
i) Never permit the muzzle of a firearm to touch the ground.
j) Never go in front of the firing line until it has been cleared and the command is given to go forward.
k) Only RLEA approved firearms and ammunition may be used.
l) All range commands must be obeyed instantly.
m) Eye and ear protection must be used when shooting.
n) Handguns must remain holstered at all times while on the firing range unless commanded otherwise by the firearms instructor.
o) All weapons on the range will be loaded only on command.
p) Firearms will be cleaned in designated cleaning areas only while at the range.
q) You must advise the instructor of any injury or illness immediately.
r) Horseplay will not be tolerated.

B. Violation of any of the above policies will result in disciplinary action up to and including termination from the course.

C. Any damage resulting from Cadet improper use, and discharge of firearms during training due to failure to adhere to rules of safety will be held financially responsible, as well as any other applicable liability.

10.3 Driving Track Safety Rules – The driving instructor will furnish each Cadet with a copy of his/her track safety rules, and the Cadet is required to follow those rules.

10.4 Manifest Safety Hazard

Any Cadet who displays conduct that places themselves or others in jeopardy of serious bodily injury or death shall be subject to immediate termination from the BPOC, as well as any other criminal or civil sanction.

11. Physical Requirements

11.1 Physical Requirements

A. Each Cadet is responsible for making sure that he/she is physically sound and free from any defect which may adversely affect the performance of duty appropriate to the type of license sought.
B. Cadets will be required to participate in any and all physical activities of the RLEA (traffic stops, defensive tactics, practical problems, etc.) as directed.
C. Any Cadet who refuses to participate in any physical activity required by an instructor or RLEA staff will be terminated from the BPOC unless he/she is medically excused in writing by a physician.
D. Any Cadet who has any pre-existing condition, previous injury, ability limitation, or anything else that may impact the performance of assigned physical activities must provide medical statement of such in writing from his/her own physician before the start of the Academy.

12. Dress Code / Personal Appearance and Presentation

12.1 Dress Code

One manner in which a professional police cadet is recognized is by a clean, neat business-like appearance. Cadets must become familiar with the dress and grooming code and shall, by their appearance, justify the public's respect for the professionalism of the law enforcement community and the RLEA. To look professional, all Cadets must adhere to the following dress standards.

12.2 General Requirements

Each Cadet will appear at class, each training day, wearing a clean, pressed uniform consisting of the approved RLEA polo type shirt (displaying the approved CAPCOG logo), (an approved under shirt), black leather garrison belt with a silver buckle, approved pants and black tactical boots capable of having the toe and heel shined. (Any footwear that is of a nature of a high glossy shine in its pre-purchased state will not be permitted) One of the cadet duties is to physically maintain the shine of his/her footwear. During physical training, cadets will appear in a clean approved BPOC physical training uniform consists of a gray shirt and blue shorts (both displaying the approved CAPCOG logo), white socks and running shoes. The Director, Chief Instructor or Course Coordinator may give permission for alternate apparel to be worn based on the physical condition of the Cadet due to injury, unsatisfactory weather conditions for outside training or unique training conditions.

12.3. Daily Uniform

Each Cadet, unless otherwise instructed by the Director, Chief Instructor or Course Coordinator, will report to class each day wearing a clean, non-wrinkled, approved, polo type shirt displaying the approved CAPCOG logo, a shined 1 ¾ inch wide black leather garrison belt with a silver buckle, pressed approved pants and a pair of highly shined black round toe tactical police high top boots. The shirt will be tucked inside the pants and the pant legs will be worn outside of the upper portions of the boots. The belt will be inserted into the belt loops starting to the left and ending to the left. Unless otherwise instructed by the Director, Chief Instructor or Course Coordinator, this will be the uniform of the day. It will be the Cadet's responsibility to keep their uniform clean and neat, and their shoes shined throughout each day.

Note: Things which are unacceptable in a cadet uniform for presentation for example are: Stains on shirt or pants, scuffed and un-shined boots, clothing items which emit an unpleasant (body odor), unclean or over-compensated odor (perfume or cologne) clothing item. Anything which presents as unclean or unkempt, will not be approved upon inspection.

12.4 Physical Training Uniform for Day BPOC Cadets Only

Each Cadet, unless otherwise instructed by the Director or Chief Instructor, will report to physical training each day wearing a clean, approved, "T" shirt displaying the approved CAPCOG BPOC logo, approved shorts displaying the approved CAPCOG BPOC logo, white crew socks and running shoes.

12.5 Footwear

Cadets will be required to wear black, round toe, police tactical boots capable of being shined. The boots must be high tops. No shoes or low tops will be allowed. No western boots, boots with decorative stitching, cor-frame, or patent leather style boots will be allowed. The boots may be tightened around the leg and top of the foot by either laces or zipper. No plastic electrical ties are allowed to be used in the place of laces. The Cadet's boots will be kept highly shined.

12.6 Jackets, Coats or Sweaters

Black or blue jackets, coats or sweaters will be allowed to be worn during outside activities only. Jackets, coats or sweaters displaying logos will have to be approved by the Director, Chief Instructor or Course Coordinator. Continuously wearing jackets, coats or sweaters in the classroom that is climate controlled will not be allowed. Hoodies are not permitted to be worn.

12.7 Hats or Caps

Except for use while in firearms training, no hats or caps are allowed to be worn during any training day while wearing the BPOC uniform. It is mandatory for Cadets to wear a baseball type cap during the firearms portion of the BPOC, however, the baseball cap must be blue or black in color and shall not display any logo advertising any beer, liquor or other business or thing that would reflect negatively upon the RLEA. Only a CAPCOG RLEA approved cap.

12.8. Undershirts

Undershirts will be allowed to be worn by Cadets as long as the undershirt is a wicking type dry fit black crew neck tee shirt. No long sleeve undershirts of any type will be allowed to be worn in a climate-controlled classroom. Long sleeve undershirts may only be worn during training events that are conducted outside of a climate-controlled environment (such as during outside PT training) and only with the permission of the Director, Chief Instructor or Course Coordinator.

12.9. Jewelry

All jewelry must conform to the guidelines set in the rules. Jewelry that presents a "gaudy, rude, or unprofessional appearance" is not acceptable. For clarification purposes, those terms may be more clearly defined and articulated at the discretion of the Chief Instructor, Class Coordinator, or Director.

- Wristwatches or (medical) identification bracelets are allowed. No bangles or charm bracelets.
- Rings are permitted, but are limited to no more than one ring per hand at one time (examples: Class rings, wedding rings. A wedding "set" is considered to be one ring.)
- Earrings, body piercings, and necklaces will not be permitted during the training portion of the day. (What a cadet wears outside of the CAPCOG building, or CAPCOG-affiliated training site is their own business).
- Absolutely NO jewelry of any type will be worn during practical, physical training and exercises. This includes wedding rings, wristwatches, and medical bracelets.

12.10. Body Art and Tattoos

Any permanently affixed visible body art, brandings, or tattoos that are vulgar, sexually explicit or implicit, profane or otherwise offensive (as perceived and/or defined by the Director, or Chief Instructor on a case-by-case basis), must be covered while in the CAPCOG RLEA uniform. Cadets with visible tattoos on the arms that will not be covered by the short sleeve shirt must wear the long-sleeve RLEA polo shirt. Tattoos which are easily visible on the neck and / or hands must be covered by a flesh-colored bandage to match the skin of the wearer as close as possible. Anything in body art depicting the occult, sexual activity, vulgar language, words considered as inappropriate or profane, or in any other manner deemed as offensive (as defined by the Director, and / or Chief Instructor), will be covered and hidden from view while in the BPOC uniform.

12.11. Grooming Requirement Specifics for Male Cadets

- Hair - The hair must be clean and combed for a neat appearance that must be maintained under all but the most adverse conditions. The hair must represent a tapered appearance on the sides and back of the head. The length and/or bulk of the hair will not present a ragged, un-kept or extreme appearance. The hair must be cut or styled so that when the cadet is standing, looking straight forward, the hair will not extend below the middle of the ear on the sides or below the top of the collar on the back. Depth (thickness) of hair may not exceed two inches at any point. No "statement" haircuts, or random odd, and unnatural colors will be permitted. Colored highlights are permitted within reason, but no pink, green, blue, purple or other unnatural

occurring red coloring is permitted. Natural colors are black, brown, blonde, brunette, natural red.

- Sideburns must be neatly trimmed and straight and must not extend below the middle of the ear. The back of the neck is to be neatly trimmed, or shaven to give a clean presentation.
- Moustaches must be neatly trimmed, not to exceed ¼" in length, and the sides may not extend below the sides of the mouth. No "handlebar" moustaches, and no moustache waxing will be permitted.
- No beards or goatees will be permitted.
- No mohawks, dreadlocks, random braiding, or partial-shaven heads will be permitted.
- No facial make-up will be permitted.
- Fingernails (and thumbnails) length may not be more than 1/4" beyond the tip of the finger or thumb but may be polished with clear polish or buffed. No fake or artificial nails will be permitted.
- On average, a male cadet should be getting a "routine" hair cut once every two to three weeks to maintain the accepted standard.

12.12. Grooming Requirements Specifics for Female Cadets

- Hair - The hair must be clean and neatly combed or brushed for a neat appearance that must be maintained under all but the most adverse conditions. The length and / or bulk of the hair will not represent a ragged, unkempt or extreme appearance. The hair must be cut or styled so that when the cadet is standing, looking straight forward, the person's hair will not touch below the top of the collar, or down the back. A single ponytail or braid is permitted but must not interfere with the proper wearing of headgear, if worn. Hair shall not be coiled up on the top of the head in an attempt to conceal a large mass. Items used by female cadets to hold the hair in place will be concealed as much as possible and shall be of a color and style that blends naturally with the color of the hair. Decorative items such as ribbons or bows will not be worn in the hair. No "statement" haircuts, or random odd, and unnatural colors will be permitted. Colored highlights are permitted within reason, but no pink, green, blue, purple or unnatural red coloring is permitted. Natural colors are Black, brown, blonde, brunette, natural red.
- Minimal facial make-up is recommended as cadets will be doing daily PT.
- Fingernails (and thumbnails) length may not be more than 1/4" beyond the tip of the finger or thumb and may be buffed or polished with clear polish only. No nail colorings, fake or artificial nails will be permitted.

12.13 Daily Expected Personal Hygiene

Each cadet will be required to shower daily with deodorizing soap, and to shampoo the hair effectively to control dandruff, odor or any conditions of the skin caused by inadequate hygiene. Each cadet will wear the deodorant necessary to control personal body odor. No perfume, or cologne will be permitted. Perfumed hair oils, sprays, or other odor emitting hair treatment must be kept as minimal as possible and to avoid allergy sensitive reaction by others.

12.14 Wearing the CAPCOG BPOC Cadet Uniform

The BPOC Cadet uniform represents not only the RLEA, but every law enforcement agency within the CAPCOG ten-county area. Discredit to, or improper use of the BPOC Cadet uniform

will not be tolerated. Cadets may wear the BPOC Cadet uniform to and from the scheduled training site, into a bank, convenience store, fast food drive through or grocery store only if the stop happens while the Cadet is going to or coming from BPOC training. A violation of this policy will result in disciplinary action up to and including termination from the Basic Peace Officer Course. Cadets who wear their uniform into a bar or other business that receives more that 50% of its income by selling alcoholic beverages or into any "Adult" oriented business will be terminated immediately from the BPOC. Any Cadet observed purchasing an alcoholic beverage or consuming an alcoholic beverage while in uniform will be terminated immediately from the BPOC.

12.15. Training Gear Requirements

All training gear and supplies identified in the application orientation process, i.e., duty belt, belt keepers, holster, firearm, handcuffs, handcuff case, expandable baton, expandable baton holder, OC spray holder, 3 magazines, magazine holder, hearing protection, eye protection, mouthpiece, 1000 rounds of duty ammunition, 15 rounds of OO or OOO 12-gauge ammunition, etc. must be obtained and ready to train with at the time the courses that require the supplies are presented. Failure to obtain the needed supplies in time to use the required items for the specific courses is subject to disciplinary action up to and including termination from the BPOC. Note: Cadets do not have to own the required gear and supplies for use in training, as long as the supplies are available for training at the time of training.

12.16. Adherence to Uniform Policy

It is the cadet's responsibility to adhere daily to all uniform and grooming / hygiene policies. Violation(s) of uniform policy is (are) subject to disciplinary action up to and including termination from the BPOC.

12.17 Leather and Web Gear

All leather/web gear will be black and kept clean and in good condition. The duty belt is worn with the right edge of the buckle in line with the right edge of the trouser zipper flap. No items or equipment may be worn on the duty belt that is not authorized by the RLEA.

13. Attendance Standards

13.1 Attendance

Each Cadet is required to attend all training days of the BPOC. Each Cadet must satisfactorily complete the entire course, including all makeup work, before being allowed to take the Texas Commission on Law Enforcement Officer (TCOLE) licensing exam.

13.2 Excused Absences

Excused absences consist of death within the immediate family, illness, injury, jury duty, vehicle accident and other special situations as approved by the Director, Chief Instructor or Course Coordinator. Each cadet who is absent for more than 15 minutes will submit a four (4) page essay

which covers the missed topic of instruction. Each cadet absent for more than 4 hours will submit an eight (8) page essay covering the missed topic of instruction (See sections 04.12 Cadet's Responsibility for Makeup Work). (See section 04.10 Who Receives Completed Essays.) Essays assigned due to absenteeism shall be turned in by the beginning of class on the third day that the cadet returns to class, Example: if the cadet misses Monday and comes back to class on Tuesday, the Essay will be due prior to the beginning of class on Thursday. Failure to submit the essay on time and/or failure to submit the make-up work on time will result in the cadet receiving level II disciplinary action. Failure to submit the Level II disciplinary action essay on time will result in termination from the BPOC.

13.3 Unexcused Absences

Unexcused absences include any absences not considered a medical or serious emergency or absences not deemed excused by the Director, Chief Instructor or Course Coordinator. Unexcused absences also include calling after class starts, returning from break or lunch after class starts, or leaving class without the permission of the Director, Chief Instructor or Course Coordinator. Cadets who are less than 15 minutes late for class will receive level I disciplinary action. Cadets who miss over 15 minutes of class, but less than eight (8) hours shall receive level II disciplinary action. Failure to turn in the completed essay on time will result in the Cadet receiving Level III disciplinary action. Failure to turn in the Level III assignment on time will result in the Cadet's termination from the BPOC.

13.4 Absence Due to Illness or Injury

Cadets who are absent due to illness or injury for more than two days must submit a note from a licensed physician stating that they were away from class due to illness or injury, as well as a date that the licensed physician released them to come back to class.

13.5 Notification of Absence

A. If a cadet is unable to come to class for any portion of a day or the full day, the cadet must contact the Instructor, Chief Instructor or Course Coordinator prior to the beginning of class, informing the Instructor, Chief Instructor or Course Coordinator of their status.

B. If a cadet is unable to come back from lunch break, the cadet must inform the Instructor, Chief Instructor or Course Coordinator of his/her status prior to the time class is due to begin. Leaving a message on the Instructor's, Course Coordinator's or Chief Instructor's telephone "voice mail" will constitute notification. Cadets who are physically unable to provide notice to staff of their absence shall make every effort to have a friend or family member provide the notice for them.

13.6 Failure to Notify of Absence

Cadets who fail to report to class at all during a training day and also fail to notify the Chief Instructor or Course Coordinator of their absence during the missed training day will be terminated from the Basic Peace Officer Course. This does not apply to cadets who are physically unable to contact the academy.

13.7 Disciplinary Action regarding Absences

Failing to contact the Chief Instructor or Course Coordinator regarding any absence prior to class is subject to disciplinary action up to and including termination from the BPOC. Failing to contact the Chief Instructor or Course Coordinator regarding any absence within the first hour of the portion of class that is missed is subject to disciplinary action up to and including termination from the BPOC.

13.8 Unforeseen Mass Illness Pandemic or other events

Any massive illness impacting the ability of the BPOC class to continue, other than that impacting two or less cadets, will be dealt with on a case-by-case basis. The RLEA will determine what course of action is necessary based on best practices and readily known information available at the time of such occurrence.

14. Injuries

14.1 Report of Injury; Release from Physician

A. Any cadet who is injured during the course of the BPOC class must immediately report the injury to the Chief Instructor, Course Coordinator or Director and his/her agency if sponsored. In the event the cadet cannot report the injury to his/her agency, the RLEA staff will do so as soon as possible.

B. The injured cadet will not be permitted to engage in any physical activity until He/she has obtained a medical release from a physician and presents the medical release to the Chief Instructor, Course Coordinator or the Director and the RLEA receives a letter from the cadet's agency (if sponsored) releasing the cadet to engage in physical activity.

C. Physical activity includes defensive tactics, physical fitness, PT, or any other activity requiring physical strength or exertion, or which could result in further injury.

D. In order to prevent injuries and to maintain a professional setting, horseplay of any kind is prohibited.

E. Injured cadets will be evaluated on a case-by-case basis to determine their status and to take appropriate action that will be beneficial to the injured cadet.

F. It is the policy of the RLEA to encourage cadets to have hospitalization insurance in effect while the cadet attends the CAPCOG RLEA.

15. Curriculum

15.1 Curriculum

The RLEA provides all updated curriculum materials mandated by TCOLE, as well as any other areas of instruction recommended by the Law Enforcement Education Committee (LEEC). All cadets are expected to study and successfully pass each topic as presented and taught by the RLEA.

16. Cadet Notebook

16.1 Cadet Notebook

Each cadet shall keep and constantly maintain a cadet notebook. This notebook shall contain rough notes and handout material over each topic in the BPOC except Spanish. The cadet notebook will be graded by the Chief Instructor or Course Coordinator throughout the BPOC. Receiving a failing grade on the notebook will result in termination from the BPOC.

16.2 Rough Notes

Each cadet shall take rough notes each day of lecture on each topic that provided a lecture except the Spanish topic. Each cadet must take a minimum of one half (1/2) page of notes for every hour of lecture (including films). Rough notes shall not be written on the course handouts. For clarification, cadets may write in their handouts, but the writing in the handout will not be counted as rough notes. Rough notes shall cover the lecture on the topic and provide information on how the cadet can better understand the lecture material or what the cadet learned from the topic or film. Rough notes shall be written on standard rule, white, three (3) hole punched paper, single spaced. The front and back of the page can be utilized if desired. Pencil or pen may be used. You may use printing and/or cursive writing: either or both are acceptable. Rough notes must be legible.

16.3 Final Notes

Each Cadet shall provide the Chief Instructor or Course Coordinator final notes for each topic except Spanish. Each cadet must supply a minimum of one half (1/2) page of final notes for every hour of lecture (including films). Final notes shall be written on your computer or similar device and brought with you each day to class. Final notes shall contain notes from the lecture and paraphrased information from the handouts. For the purposes of this section, paraphrased information from the handouts means reworded information in a way that may make it easier for you to understand the information. Final notes are considered part of your notebook.

Format for Final Notes: Each topic will be a separate document. Use one-inch margins, Times New Roman 12 font, double spaced. Pages will be numbered sequentially on the bottom right corner and will restart at "1" for each topic. Header will be centered containing cadet's last name, first name: (colon) and the title of the topic in all capital letters, ie:

Murphy, Audie: PENAL CODE FINAL NOTES

16.4 Handout Material

Cadets shall maintain all handout material received throughout the BPOC. Handout material is any material received from instructors that relates to the topics of instruction within the BPOC.

16.5 Proper Form of Notebook

Cadets shall keep their notebook in proper form at all times. The front sheet of each notebook shall contain the cadet's name and cadet number. Directly behind this will be your first divider. The tab on each divider shall indicate the topic. Each topic shall be separated by a divider. Notebook pages shall be maintained in the chronological order of topics as indicated in the BPOC schedule. The contents between each topic divider shall be the cadet's rough notes and the handouts for the topic, in that order.

16.6 Notebook Grading

Each notebook shall be graded throughout the BPOC. The grade for the notebook will be pass or fail. In order to pass the notebook inspection, each cadet shall have their notebook in proper form with proper rough notes and handouts as set out in section 16.5. and final notes complete and, in the form, as set out in section 16.3. Notebooks may be graded at any time. A notebook graded "Fail" at any time will result in termination from the BPOC.

17. Cadet BPOC Examinations and Grade Point Averages

17.1 Pop Quizzes

Cadets may be given pop quizzes over individual topics or numerous topics combined. Pop quizzes will be given at the discretion of the Chief Instructor, Course Coordinator or the Director.

17.2 Topical Examinations

Cadets will be given a topical examination over each topic taught in the RLEA. Dates for the topical examinations will be at the discretion of the Chief Instructor, Course Coordinator or Director.

17.3 Practical Examination

Cadets must take and pass a performance test/practical exam over each skills-based topic.

17.4 Major Examinations

Cadets will be given four (4) Major Examinations during the BPOC. The 4 Major Examinations will be over the following topics: Penal Code, Code of Criminal Procedures, Traffic Law, and Arrest, Search and Seizure.

17.5 Comprehensive Examinations

Cadets will be given three (3) Comprehensive Examinations. The first Comprehensive Examination will be given after the first 1/3rd of the BPOC is completed. The Second Comprehensive Examination will be given upon completion of 2/3rd of the BPOC. The last Comprehensive Examination will be the Final Examination. Each of these examinations is both cumulative and comprehensive and each will cover each topic, including the very first topic.

17.6 Examination Content

All written examinations will be made up of questions derived from handouts. The particular handouts from which the test questions will derive will have "CAPCOG Cadet BPOC Handout" on the bottom of each sheet.

17.7 Minimum Standard for Written Examinations

Each cadet must achieve a minimum grade of 75% on all quizzes, topical examinations, major examinations and comprehensive examinations throughout the BPOC. A score of less than 75% on any topic will be considered a failure for that topic.

17.8 Minimum Standards for Practical Examinations

All performance tests/practical examinations are graded on a pass/fail basis. A Cadet must pass all such performance tests/practical exams to satisfactorily complete the BPOC. The determination of pass/fail rests with the Instructor, Course Coordinator or Chief Instructor, and all cadets must successfully pass each performance test/practical examination with final dismissal being approved by the Director. Without reason or excuse, all cadets must successfully complete each performance tests/practical exams. Failure to pass any performance test/practical exams will result in termination from the PBOC. Unexcused absences that take place during performance tests/practical examinations may result in termination from the RLEA if the practical examination cannot be made up. The RLEA will not finance make-up instruction or make-up testing because of absences that take place during the BPOC.

17.9 Minimum Acceptable Grade Point Average

Cadets must maintain a 75% overall grade point average throughout the BPOC. Failure to maintain a minimum of 75% at any time during this course will result in termination from the class.

17.10 Definition of Grade Point Average

A grade point average is the sum gained by averaging three (3) or more grades. Example: If a Cadet receives a score of 70% on their first "topical" examination, the score of 70% may not be considered a grade point average; if they make 70% on the next test, the 140 total points will still not be their average; however, the Cadet must receive a grade of at least 85% on their next "topical" examination (now we have at least three to average) in order to receive a grade point average of 75%. (70+70+85=225 225/3=75)

17.11 The Three "Written Examination" Failure Rule

A. Cadets will be allowed to fail three (3) primary examinations (in any combination consisting of pop quizzes, topical examinations, major examinations or the 1st or 2nd comprehensive examination) during the term of the BPOC, but the cadet must retake and pass each failed primary examination by passing a makeup written examination with at least a 75% passing grade.

B. Cadets who fail the second attempt test over the failed topic will be terminated from the BPOC for academic failure.

C. Cadets who pass the second examination over the failed subject will be able to remain a cadet in the BPOC as long at their grade point average does not fall below 75%.

D. The primary failing grade (or first attempt at the subject) is the cadet's grade of record. The grade for the second attempt examination over the failed subject will be scored to ensure that the cadet made at least 75% on the examination, but will not be documented in the cadet's grade point average. Passing the second attempt examination over the failed subject only allows the cadet to remain in the BPOC.

E. Cadets may only fail a total of three (3) primary examinations, having the opportunity to pass the second attempt at the failed topic. Once the cadet fails the fourth primary examination, the cadet will be terminated from the BPOC.

17.12 Final Examination

A. After the last topic of the Basic Peace Officer's Course has concluded, the cadets will be administered the final examination. All cadets will take a final examination. The Final Examination is comprehensive and covers each topic in the BPOC curriculum. The "Three Primary Examination Failure Rule" does not apply to the Final Examination. Any cadet who fails this examination with a score of less than 75% will be terminated from the BPOC.
B. Cadets who score an 85% or greater on the final examination will be eligible to take the TCOLE licensing examination. Cadets who pass this examination by making 75% or higher, but make under an 85% on this examination will be graduated from the BPOC but will go into remedial training and be given a remedial test covering the same topics as the primary final examination. This remedial process will be repeated up to three times. If a cadet fails to score at least 85% on one of the four remedial examinations, the Director will assess the cadet's performance and decide the proper course of action. *Note*: No instruction for testing, studying and/or preparation for any testing following the official TCOLE testing day will occur at the COG.

17.13 Composition of Official Grade Point Average

The BPOC grade point average is computed as follows:

A. Comprehensive Examinations make up one-half (1/2) of the cadet's grade point average.
B. Major Examinations make up one-fourth (1/4) of the cadet's grade point average.
C. Pop Quizzes and Topical Exams make up a quarter (1/4) of the cadet's grade point average.

17.14 Testing

A. Pop quizzes, topical examinations, major examinations, comprehensive examinations and any testing done that requires a question-and-answer type test, may be done on a computer-based system or on paper.
B. No unauthorized copying of any of the material used during the testing process is allowed at any time.
C. When a computer-based test is given, no "screen-shot" actions will be allowed, nor will any attempt to recreate the test in part or entirety be allowed.
D. When a review of the tested material is allowed, no copying of the material used during the review is allowed.
E. When a computer-based test is given, all browsers and windows must be closed at the termination of the testing and review period, and no information may be allowed to be "screen-shot" or otherwise copied or recreated in part or entirety. Any violation of this procedure will result in immediate termination from the academy.
F. Any cadet found to be in possession of, or copying, attempting to copy, "screen-shooting," photographing, re-creating in any way or sharing a copy of a BPOC test or any part or all of a BPOC test will be immediately terminated.
G. When a computer-based testing system is used, cadets will only utilize the system for testing and uploading final notes, assignments and evaluations. Navigation to any other part of the computer system, hacking or attempting to access any unauthorized websites, portals, or sections of the BPOC testing site or any unauthorized logging onto the system is strictly prohibited. Any violation of this rule will lead to immediate termination.
H. Person(s) caught cheating will be barred from re-entry to CAPCOG.

17.15 Academic Failure

A. Cadets will be terminated from the BPOC course for Academic Failure for the following reasons:
    a. Any cadet who fails to successfully complete any practical examination.
    b. Any cadet whose grade point average falls below 75 percent.
    c. Any cadet who fails any make-up examination.
    d. Any cadet who fails more than three, first attempt, examinations, exclusive of the final examination (see The Three Examination Failure Rule).
    e. Any cadet who fails the final examination.
    f. Any cadet who turns in an incomplete essay or assignment.
    g. Any cadet who fails to turn in an essay, make-up assignment or homework assignment on time.

17.16 Confidentiality of Academic Records

A. Academic records are confidential and shall not be disclosed except:
    a. To or by the cadet whose record it is or the cadet's parent, legal guardian, or spouse.
    b. To or by the Director, Chief Instructor or Course Coordinator.
    c. To or by a staff member with a legitimate need to know the content of the records; or
    d. To or by a person conducting a child abuse investigation required by Chapter 261, Subchapter D, Texas Family Code.

B. Disclosure of all or part of the contents of academic records in violation of Subsection A is a crime under the Texas Public Information Act, and a Cadet who violates Subsection A is subject to immediate termination from the RTA.

18. BPOC Course Schedules

18.1 Day Classes normally begin at 0645 hours and end at 1700 hours. Due to extenuating circumstances, these hours may be modified at any time by the Director. Class is normally held Monday through Thursday but will include, on occasions, Fridays, Saturdays and Sundays.

18.2 Evening Class normally begins at 1800 hours and ends at 2200 hours Monday through Thursday and most Saturdays from 0800 hours to 1700 hours. Occasionally a Friday and/or Sunday class is necessary. Due to extenuating circumstances, these hours may be modified.

18.3 Each class will have a Sergeant at Arms appointed by the Chief Instructor or Class Coordinator (as appropriate). Approximately five weeks into the class, the class will elect a class president, class vice-president and class secretary/treasurer.

18.4 Daily Activities
These activities are carefully planned and scheduled to maximize the use of training, instruction and / or practical application time for each course of study. Strict adherence to scheduling will be required. (These may be modified slightly with the Director's permission as need is presented).

On Campus Day BPOC	Satellite Night BPOC
Chief Instructor will verify attendance and inspect cadets prior to beginning class.	Class Coordinator will verify attendance and inspect cadets prior to beginning class.
Pledge(s) of allegiance (US and TX)	Pledge(s) of allegiance (US and TX)
Uploading of notes and evaluations	Uploading of notes and evaluations
Testing	Testing
Training	Training
Lunch	
Training	
Physical Training	

REGIONAL LAW ENFORCEMENT ACADEMY
Standard Operating Procedure

Exhibit C

Executive Summary

The Regional Law Enforcement Academy (RLEA) was created within the Capital Area Council of Governments (CAPCOG), State Planning Region 12, to establish a central, managed method of delivering professional law enforcement training within the ten-county region. Since its inception, the RLEA has played a critical role in providing entry level (pre-service) training, continuing education (in-service) training, and sponsored training services to law enforcement and criminal justice personnel within Region 12.

The Basic Peace Officer's Course (BPOC) is designed to address the region's need for trained law enforcement applicants by providing students with the essential knowledge needed to take the State Peace Officer Licensing Examination, and to begin a law enforcement career. The RLEA provides a minimum of five BPOC classes per two-year cycle.

In-service training courses are designed to correspond with all mandated learning objectives as they have been set out by the Texas Commission on Law Enforcement (TCOLE), as well to as address the training needs of law enforcement personnel throughout our region. Regional training needs are assessed through the use of a bi-annual "Training Needs Survey", input from the Regional Law Enforcement Academy's Law Enforcement Education Committee (LEEC) and area chiefs and training coordinators, and through input from the community planning process. A key RLEA strategy is to provide in-service training courses within close proximity to the agencies needing the training.

The RLEA also provides an administrative service to regional law enforcement agencies in the form of sponsoring those agencies' in-service training courses that are taught by their own personnel to members of their own department. RLEA staff approve the instructor's qualifications and the instruction content, report TCOLE credit and maintain all essential record keeping for each course sponsored by the RLEA.

RLEA Mission

The Capital Area Council of Governments' Regional Law Enforcement Academy is committed to providing the most effective, up-to-date, and professional training to law enforcement and criminal justice personnel. The Regional Law Enforcement Academy will work to provide entry level training to ensure the availability of qualified police

candidates to area agencies and assess regional training needs to produce courses designed to enhance the quality, productivity and meet the training needs of law enforcement agencies within the COG's State Planning Region 12.

Basic Peace Officer Course (BPOC)

The RLEA provides entry level law enforcement training through the Basic Peace Officer Course (BPOC). The BPOC is an extensive course designed to provide the student with the well-rounded knowledge base necessary to begin a law enforcement career. Currently, daytime and evening BPOCs are offered through the RLEA on our campus and at satellite locations.

Definitions

BPOC – Basic Peace Officer Course

Cadet – A student enrolled in the Basic Peace Officer Course.

CAPCOG – Capital Area Council of Governments.

Director – The Director of Regional Law Enforcement Academy of the Capital Area Council of Governments. The Director provides guidance and strategic direction of the RLEA, coordinates law enforcement training with regional and local law enforcement agencies, develops budgetary and audit issues, monitors rule changes by TCOLE, plans, assigns, and supervises work of the RLEA staff. The Director may at any time of his/her choosing, perform any of the duties of the Chief Instructor or Class Coordinator of a BPOC.

Chief Instructor – The Chief Instructor of the Regional Law Enforcement academy. The Chief Instructor supervises all BPOCs and is the first point of contact for all Course Coordinators regarding any BPOC matter. Acts as Director in the Director's absence, and/or at his/her direction, or the direction of the CAPCOG Executive Director. Is responsible for all scheduling and ensuring that CAPCOG RLEA Rules and Regulations are followed in all aspects.

For on-campus BPOC's: ensures instructors are assigned and present; cadets are present and prepared for training; monitors classes to ensure training is taking place professionally and safely; administers and monitors testing; provides tutoring as necessary; reviews and grades rough and final notes; and handles BPOC disciplinary issues up to Level III.

Course Coordinator – The Course Coordinator supervises the satellite BPOCs and reports directly to the Chief Instructor, and / or Director. The Course Coordinator is responsible for ensuring that CAPCOG RLEA Rules and Regulations are followed in all aspects. Ensures instructors are assigned and present as scheduled, and cadets are present and prepared for training. Monitors classes to ensure training is taking place professionally and safely. Administers and monitors testing. Provides tutoring as necessary. Reviews and grades rough and final notes. Handles BPOC disciplinary issues up to Level III and keeps the Chief Instructor up to date on all matters regarding the BPOC, to include but not limited to attendance, discipline, moral issues, and injuries.

Guest Instructor – Anyone contracted or selected to teach a portion of or one or more topics of the BPOC.

Hosting Agency – A law enforcement agency who is hosting a BPOC or BPOC related training.

Law Enforcement Agency – Any public sector agency that employs full-time, paid, licensed peace officers.

LEEC – Law Enforcement Education Committee – The committee that advises on the operations of the CAPCOG RLEA.

On-Campus BPOC – Day or evening classes held at the RLEA campus. Coordinated and directly monitored by the Chief Instructor. Instruction provided by both staff and contracted guest instructors.

RLEA – Capital Area Council of Governments Regional Law Enforcement Academy.

Satellite BPOC – Day or evening off-campus location within Region 12 based on the requests of participating law enforcement agencies and recommendations of the LEEC. Classes are coordinated and directly monitored by the Course Coordinator who is a member of the sponsoring department. Course coordinator reports directly to the Chief Instructor. Classes are instructed by the satellite agency.

Sponsoring Agency – A law enforcement agency that employs a cadet who is enrolled in a BPOC. The sponsoring agency must supply all necessary items for the completion of the BPOC to include an appropriate vehicle for the driving course, firearms ammunition, uniforms, and miscellaneous equipment items needed for physical and classroom training.

Sponsored Student – A student who is an employee of a law enforcement agency.

Staff – Any employee of CAPCOG or anyone employed by the law enforcement agency sponsoring the BPOC course.

Student – Any person enrolled as a cadet in the BPOC. *A student is not an employee of CAPCOG.*

BPOC Curriculum

The BPOC is made up of topics uniquely designed to provide the students with a comprehensive training experience that recognizes all areas associated with police work. The base of the curriculum is designed and mandated by TCOLE. Some topics are lengthened to enhance the delivery of the lesson and some topics are added to fulfill the needs of our regional law enforcement agencies. Often the RLEA provides more hours of training (on several topics) than the required minimum by TCOLE. The curriculum and schedule will be provided by the Chief Instructor.

Delivery of Training
The BPOC is designed to be taught primarily through a lecture, class interaction, practical exercise, and scenario format. Instructors are encouraged to use the most effective training method to accomplish their objective.

Cadet Application Criteria
All cadets must meet the minimum eligibility requirements as set out by TCOLE and adopted by the RLEA, prior to being accepted into a BPOC. These requirements relate to the applicants age, medical condition, psychological condition, drug use, education, military discharge, and criminal record.

Cadet Selection Priority
Cadet Priority is an RLEA policy established for cadet admittance to the BPOC in the event that a maximum attendance number is placed on a BPOC class. This policy assigns the highest priority to sponsored applicants. Second in priority are applicants who are not agency sponsored, and who are paying their own way to attend a BPOC to enhance their ability to compete for law enforcement positions in our area.

BPOC Instructor Selection / Qualification
All instructors who instruct in the BPOC are selected based on the following criteria:

- A demonstrated ability to teach.
- The number of years' experience in related field.
- Advanced training in related subject.
- Certified TCOLE instructor, -OR-
- A Subject Matter Expert as so recognized by the RLEA Training Coordinator.

Instructor Duties
The instructors chosen to instruct topics in the BPOC are required to abide by TCOLE Rule 215.10.
"215.10 Course Instructor Requirements:
(a) An instructor teaching a course must:
(1) hold a valid instructor license;
(2) certificate; or
(3) be designated, in writing, as a subject matter expert in the course by the training coordinator.
(b) The instructor is responsible for:
(1) ensuring compliance with commission rules and guidelines;
(2) preparing, maintaining, and submitting the reports of training within the time frame specified by the Training Coordinator;
(3) the administration and conduct of each course taught;
(4) at a minimum, providing a complete lesson plan, clear learning objectives, instructor biography, approved class roster and original sign-in sheet, and course evaluation to the training coordinator for the training file;
(5) enforcing all attendance and other standards set by the commission or the training advisory board;
(6) maintaining the discipline and demeanor of each student during class;
(7) distributing or presenting learning objectives to all students at the beginning of each course;

(8) ensuring that all learning objectives are taught; and
(9) ensuring examinations are proctored or supervised to have fair, honest results."

Instructors must cover the stated learning objectives that are set out in the TCOLE curriculum. All instructors are encouraged to deliver the lessons in the manner most conducive to effective learning.

Hands-On Training
For all hands-on and physical training (such as mechanics of arrest, firearms, Police driving, patrol practicals, OC spray, Rapid Response Training, CPR) instructors must: adhere to the certifying company's training protocols, maintain a safe training environment, and submit a copy of the instructors' certificate(s) showing they are current for instructing that skill.

Detailed lesson plans will be submitted to the RLEA Director describing how the topic is being taught to include any physical skills exercises, scenarios, videos, and skill tests that will be administered. These lesson plans will be reviewed and possibly edited by the Director or his/her Chief Instructor and must be approved by the Director prior to that class being presented to the BPOC cadets. The approval period required is 30 days prior to instruction.

Any time that a cadet complains of an injury, is injured, loses consciousness or should require any medical attention during a training exercise, a member of the RLEA staff (Director, Chief Instructor or administrative assistant) will be notified as soon as possible after seeking treatment for the cadet. A report explaining the circumstances of the injury will be prepared and submitted to a member of the RLEA staff no later than 24 hours following the incident. The report will include the location the incident occurred, the names of all instructors present at the time of the incident, the names of the cadets that were on scene at the time of the incident, what topic was being taught, what technique was being taught, what safety measures were in effect at the time, the action or inaction that caused the injury and the care given following the incident. This report shall be submitted to the RLEA Director no later than three (3) class days following the incident.

Instructor Evaluation
Instructors who instruct in the RLEA courses are evaluated by the following methods:

- Periodically monitored / audited by RLEA staff
- Written evaluations from students
- In-Service Participant's Test Grades
- Cadet's classroom Test Grades
- Cadet's TCOLE test results analysis

RLEA staff contributes all administrative support to include documentation archiving, producing handout material, providing certifications through vendor companies, etc. Chief Instructor, course coordinators and instructors will abide by the RLEA Standard Operating Procedures and BPOC Rules and Regulations.

In-Service Training
The RLEA provides progressive continuing education (in-service) training to law enforcement and criminal justice personnel throughout Region 12. The RLEA strives to

not only provide the needed training, but to deliver the training to the geographical area where it is requested. Training offered by the RLEA includes legislatively mandated courses, Licensure Courses, Intermediate Certification Courses, and Advanced Certification training courses.

RLEA In-Service Instructor Selection / Qualification
All instructors who instruct in the RLEA In-Service courses are selected based on the following criteria:

- A demonstrated ability to teach.
- The number of years' experience in related field.
- Advanced training in related subject.
- Certified TCOLE instructor, -OR-
- A Subject Matter Expert as so recognized by the RLEA Training Coordinator.

Reporting In-Service Training for Law Enforcement Agencies
If a law enforcement agency requests the RLEA to report in-service training that the agency is unable to report to TCOLE, the law enforcement agency must submit, prior to the class being conducted, lesson plans with learning objectives, a copy of the test that will be administered and instructor bios. This material must be submitted in digital format. **Note:** The instructor must gain verbal approval from the Director or Chief Instructor no less than 30 days prior to the beginning of class that the lesson plan meets approval.

After the class has been conducted, the law enforcement agency must submit:
Final Lesson Plan (With Lesson Objectives)
Blank test and key
Tests taken by students and/or answer sheets completed by students (original)
Copies of any and all handouts given to students
Instructor Bio
Class Roster
Instructor Critiques / Evaluations
Student Registration Forms

All post-lesson submission material should be submitted to the RLEA as soon as possible but must be received no later than 3 days from the last day of class. All information may be scanned and submitted in digital format if desired.

Requirements for class material:
Lesson Plans
A lesson plan is not TCOLE's curriculum, TCOLE's curriculum with a cover sheet on top nor a power point presentation. A lesson plan must contain the following:
Topic title
Instructor's Name and Telephone Number
Class Location
Time allotted for class
Instructional aids required
Prerequisite of Students
Course Goals
Date Prepared and Name of Person who prepared it

Date Updated and Name of Person who updated it
Lesson Objectives
Key Points and Elaboration of Key Points (the presentation)
Evaluation (List what type of evaluation the students will receive)
References (Where the information for the lesson came from)

Lesson Objectives must be clearly stated, measurable and observable. All lesson objectives must begin with "The students will be able to..." words like LIST, IDENTIFY, MATCH, DEMONSTRATE, etc. may follow. The lesson plan may contain as many lesson objectives as needed to accomplish the goal of the course. The lesson objectives must be distributed to all students at the beginning of the course.

The Presentation or Key Points and Elaboration on Key Points section must contain enough information so that someone (who did not attend the class) can clearly tell what was taught.

The Evaluation may be a written test i.e., fill in the blank, multiple choice, true and false or a performance examination. All test questions or performance requirements must come from the confines of the stated lesson objectives. If your evaluation is a performance requirement, the acceptable level to satisfactorily complete the requirement must be clearly stated, along with a list of student names with an indication of pass or fail.

Instructor Bio
The instructor bio may be in a simple paragraph form. This document is intended to tell a brief synopsis about the instructor. This is NOT a resume. The instructor bio must contain enough information to indicate that the instructor is qualified to teach the subject. References as to the instructor researching the topic, prior training in the topic and / or prior experience in the topic may be used. Depending on the number of different courses taught by a single instructor, it is not uncommon for that instructor to have numerous "Instructor Bios" in our academy file.

Exhibit D

Assigned Responsibilities for Williamson County Satellite BPOC
08/29/2022

Dates of BPOC – 08/29/22 through 06/30/2023

	CAPCOG	Williamson County
Registration	• Post class to website	• Designate training coordinator *
	• Process registration of all cadets	• Publicize the BPOC to CAPCOG region
	• Process all cadet forms	• Training coordinator availability to cadets either telephone or e-mail
	• Make available all BPOC forms	
	• Collect all payments for BPOC	
	• Provide financial management for the class - payments, purchases, contracts, cancellations are sole responsibility of CAPCOG	
	CAPCOG will provide 5 slots with a registration fee for Williamson County.	
	• Conduct family orientation	

Instructors	• Approve all instructors	• Assist in instructor selection & recruitment, if needed
	• Set class schedule, supply training agreements	• Ensure each instructor submits bio, training agreement and w-9 before start of instruction.
		• Forward all instructor information to CAPCOG
	• Pay all instructors	• Ensure all instructors on-site submit time sheet promptly

Classroom Preparation	• Provide rules and regulations manual	• Coordinator to ensure instructors are on time and have RLEA approved lesson plans.
	• Provide all BPOC handouts, law books, and initial start cadet supplies	• Provide additional handouts if needed

	CAPCOG	Williamson County
	• Provide all instructors with approved lesson plans	• Coordinator to ensure attendance log is maintained and that training facility is kept clean by cadets.
	• Provide test materials electronically, including topical, major and comprehensive tests.	• Monitor classes and progress of cadets. • Notifies Chief Instructor of any testing problem issues.
	• Post all grades and provide copies for classroom and Williamson County.	• Maintain security of test

Discipline	• Provide rules and regulations manual	• Report all academic and disciplinary problems to CAPCOG RLEA immediately
	• Investigates and determines disciplinary action	• Coordinator able to address cadet terminations from BPOC and refer to CAPCOG RLEA Director
	• Administers all disciplinary action	

Graduation	• Maintain grade records and provide to Williamson County	• Work with CAPCOG RLEA on graduation program, speaker
	• Work with Williamson County on graduation program, speaker	
	• Provide graduation invitations	
	• Provide all graduation certificates	

Other	• Report training to TCOLE	• Ensure all equipment is working.
	• Maintain student training records	
	• Provide concluding financial reconciliation	• Grants use of Driving Course and Firearms Range for BPOC #97

** The Training Coordinator is expected to be a representative of Williamson County Sheriff's Office and on-site for the duration of the BPOC.*

CERTIFICATION

REGARDING AHDERENCE TO CURRICULUM REQUIREMENTS AND HOSTING RESPONSIBILITIES FOR CAPITAL AREA COUNCIL OF GOVERNMENTS LAW ENFORCEMENT TRAINING

The Capital Area Council of Governments' Regional Law Enforcement Academy (RLEA) provides and sponsors basic peace officer training and in-service training for local law enforcement agencies of State Planning Region 12. This programming is made possible by a grant of state funds through the Office of the Governor, Criminal Justice Division (CJD), and by licensing from the Texas Commission on Law Enforcement (TCOLE). The programs of the RLEA are guided by the CAPCOG Law Enforcement Education Committee and authorized by the CAPCOG Executive Committee.

This certification is an addendum to the Cooperative Working Agreement with CAPCOG, as signed by Williamson County to indicate its support and partnership in the objectives of the regional law enforcement academy and the state grant which governs its operation.

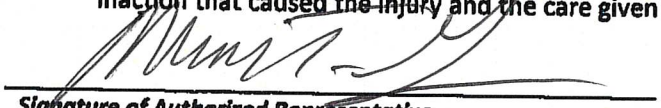
By signing and submitting this certification, Williamson County accepts the following terms:

1. In hosting the Basic Peace Officer Course, we agree to present all training in a safe and professional manner, utilizing only instructors who are certified by TCOLE and/or who are subject matter experts, adhering to TCOLE's learning objectives and course content as provided to us by the RLEA director.

2. For all hands-on training (such as mechanics of arrest, firearms, driving, patrol practicals, OC spray, Taser, Rapid Response Training, CPR) we agree to adhere to the certifying companies' training protocols, will maintain a safe training environment and will submit a copy of the instructors' certificate(s) showing they are current for instructing that skill.

3. We agree to submit detailed lesson plans to the RLEA director describing the topic that is being taught to include any physical skills exercises and skills tests that will be administered. These lesson plans will be reviewed and possibly edited by the RLEA director or his Chief Instructor and must be approved by the RLEA director prior to that class being presented.

4. Any time that a training participant complains of an injury, is injured, loses consciousness or should require medical attention during a training exercise, a member of the RLEA staff at CAPCOG (director, chief instructor or administrative assistant) must be notified as soon as possible after seeking treatment for the participant. A written report explaining the circumstances of the injury should be prepared and submitted to the CAPCOG RLEA Director no later than 24 hours following the incident. The report should include the location the incident occurred, the names of all instructors present at the time of the incident, the names of the cadets that were on scene at the time of the incident, what topic was being taught, what technique was being taught, what safety measures were in effect at the time, the action or inaction that caused the injury and the care given following the incident.



Signature of Authorized Representative

Michael T. Gleason

Printed/Typed Name of Authorized Representative

7-6-2022

Date

Sheriff, Williamson County

Title of Authorized Representative

THIS CERTIFICATION IS FOR THE PERIOD BEGINNING 8-29-22 and ENDING 6-9-23.

CAPITAL AREA COUNCIL OF GOVERNMENTS

INTERLOCAL AGREEMENT FOR CONDUCTING A SATELLITE BASIC PEACE OFFICER COURSE

Section 1. Parties and Purpose

1.1. The Capital Area Council of Governments ("CAPCOG") is a regional planning commission and political subdivision of the State of Texas organized and operating under the Texas Regional Planning Act of 1965, as amended, chapter 391 of the Public Agency Code.

1.2. Williamson County, Texas ("County") is a political Subdivision of the State of Texas and is governed by the Williamson County Commissioners Court.

1.3. The Williamson County Sheriff's Office (sometimes referred to herein as the "Hosting Agency", or "Public Agency") is a Texas law enforcement agency within State Planning Region 12, seeking to provide the TCOLE Basic Peace Officer Certification Course for candidates. The use of the term "Local Government" in Exhibit "A" shall mean the Williamson County Sheriff's Office.

1.4. CAPCOG is licensed by the Texas Commission on Law Enforcement as a regional academy, authorized to conduct law enforcement training programs that meet the requirements of the Texas Commission on Law Enforcement (TCOLE) rules §215.1, §215.3, §215.7 and §215.9.

1.5. This Interlocal contract is entered into between CAPCOG, the County and the Public Agency pursuant to Texas Government Code chapter 791 so that a basic peace officer certification course may be offered at a location designated by the Public Agency and in accordance with the goals and objectives of the Regional Law Enforcement Academy to ensure well-trained and qualified individuals are working in law enforcement agencies and stakeholder organizations that provide criminal justice related programs in Region 12. For purposes of carrying out CAPCOG's duties and obligations under this agreement the parties understand and agree that references to CAPCOG includes its employees, officers, directors, volunteers, agents and their representatives, individually, officially, and collectively.

Section 2. Duties of the Parties

2.1. Pursuant to this Agreement, CAPCOG shall aid, assist and offer TCOLE licensed Regional Law Enforcement Academy education and training opportunities, to be conducted at a location designated by Public Agency, who shall conduct the training in accordance with CAPCOG Regional Law Enforcement standards and procedures amended, in the performance of this agreement. CAPCOG shall also provide registration, reporting, and testing as required.

2.2. Pursuant to this Agreement, Public Agency shall designate locations within its jurisdictional boundaries for training programs to be held; provide and assign a training coordinator to be available (subject to CAPCOG's consent and removal) in identifying qualified, state certified law enforcement instructors and other personnel as necessary to perform the training in accordance with CAPCOG Regional Law Enforcement standards and procedures, as amended; ensure that all

training conducted by Public Agency's instructors is in accordance with CAPCOG Regional Law Enforcement Academy Standards; allocate facilities and resources as necessary to conduct law enforcement training at designated locations as approved by CAPCOG, including a driving track and shooting range; and ensure sufficient facilities will be available for the entire term of the training.

2.3. CAPCOG shall, in its sole discretion, determine whether the number of registrations are sufficient to proceed with the BPOC.

2.4. The Parties to this agreement have no authority to act on behalf of or represent each other by entering into this agreement.

2.5. The Parties shall not exclude anyone from participating in any training or education opportunity provided pursuant to this contract, deny anyone benefits under this contract, or otherwise unlawfully discriminate against anyone in carrying out this contract because of race, color, religion, sex, age, disability, handicap, veteran status, national origin or any other state or federally recognized protected class or basis.

2.6. The Public Agency represents that it is in compliance, and shall continue to comply, with all requirements incorporated into this contract.

2.7. CAPCOG represents that it is a licensed law enforcement academy and is in compliance with all licenses, legal certifications, or inspections required for the services, facilities, equipment, or materials, and all applicable state and federal laws applicable local ordinances and TCOLE rules and regulations.

Section 3. Effective Date and Term of Agreement

3.1. This Agreement takes effect on the date it is signed on behalf of CAPCOG and ends, unless sooner terminated under Section 8, by June 30, 2023.

Section 4. Independence

4.1. CAPCOG, the County and the Public Agency are independent entities and are not and shall not be construed as joint venturers, partners, employer/employee, or agents of the other, and neither shall have the power to bind or obligate the other, except as set forth in this Agreement. The parties covenant and agree that each shall perform under this agreement independently and not as an officer, agent, servant or employee of each other; that each shall have exclusive control of and exclusive right to control over the their respective duties pursuant to this agreement, including all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants; that the doctrine of respondent superior shall not apply as between the Parties, their officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating the relationship of employer-employee, principal-agent, partners or joint venturers between the Parties. The Parties hereto understand and agree that CAPCOG shall not be liable for any claims which may be asserted by any third party occurring in connection with the performance of the

training and education conducted by the Public Agency in the performance of this Agreement, and that the Parties shall have no authority to bind each other.

Section 5. Duty to Defend and Designate as Additional Insured

5.1. To the extent allowed by Texas law, County agrees to hold a DUTY TO DEFEND CAPCOG and the elected officials, employees, officers, directors, volunteers and representatives, individually, officially and collectively, from and against any and all claims, liens, proceedings, actions or causes of action, other than claims based wholly on the negligence of, fault of, or breach of contract by CAPCOG, its agents, its employees, officials or representatives and shall name CAPCOG and those representatives listed above as additional insured under the Local Government's general liability insurance policy or membership agreement in any governmental risk pool or other similar entity with a duty to provide a defense, and which is provided by policy or membership agreement so that CAPCOG may seek coverage upon demand by CAPCOG in the event of a covered claim.

5.2. If the County or Public Agency is served with process in a suit or proceeding described in Section 5.1, the County and Public Agency agree promptly to furnish CAPCOG with a copy of all legal process upon receipt.

5.3. The County and Public Agency agree that its obligations under Secs. 5.1 and 5.2 apply to causes of action accruing during the term of this Agreement, and that for this purpose the obligations will survive the ending or early termination of this Agreement.

Section 6. Records and Inspections

6.1. The Public Agency agrees to maintain records adequate to document its performance, costs, and receipts under this Agreement. The Public Agency agrees to maintain these records at the Public Agency's offices.

6.2. Subject to the additional requirement of Section 6.3, the Public Agency agrees to preserve the records for four years after conclusion of the BPOC conducted under this Agreement.

6.3. If an audit of or information in the records is disputed or the subject of litigation, the Public Agency agrees to preserve the records until the dispute or litigation is finally concluded, regardless of the ending or early termination of this Agreement.

6.4. CAPCOG is entitled to inspect and copy, during normal business hours at the Public Agency 's offices where they are maintained, the records maintained under this Agreement for as long as they are preserved.

6.5. CAPCOG is also entitled to visit the Public Agency's offices and talk to its personnel during normal business hours to assist in evaluating its performance under this Agreement.

6.6. The Office of the Governor, Public Safety Office, has the same inspection, copying, and visitation rights as CAPCOG.

Section 7. Nondiscrimination and Equal Opportunity

7.1. CAPCOG, the County and the Public Agency shall not exclude anyone from participating under this Agreement, deny anyone benefits under this Agreement, or otherwise unlawfully discriminate against anyone in carrying out this Agreement because of race, color, religion, national origin, sex, age, disability, handicap, veteran status, national origin, sexual orientation, or gender identity.

Section 8. Termination, Cancellation and Suspension.

8.1. Termination is effective upon completion of any active training being conducted under this agreement; however, CAPCOG may immediately suspend this Agreement for the Public Agency 's noncompliance with the terms of this agreement or any TCOLE rule or law. Operation of the contract may be suspended for a period of time, including a period pending outcome of an investigation or until remedial compliance with applicable standards has been met. The suspension is considered effective when the Public Agency's contact is notified in writing.

8.2 CAPCOG may also terminate this Agreement if the Public Agency intentionally or knowingly submits, or causes the submission of, a falsified document or a false written statement or representation to CAPCOG in the reporting or required documentation of the BPOC course; or, the Public Agency to comply with any term of a contract or violation of a TCOLE rule or law.

8.3. The County and Public Agency acknowledge that CAPCOG is a governmental entity without taxing power and agrees that CAPCOG may terminate this contract in whole or part if CAPCOG learns that funds to pay for the training will not be available at the time of delivery or performance.

8.4. CAPCOG terminates this contract for unavailability of funds by giving the County and Public Agency notice of the termination, as soon as it learns of the funding unavailability, and specifying the termination date, which may not be less than 15 calendar days from the notice date. The contract terminates on the specified termination date.

Section 9. Dispute Resolution

9.1. The parties desire to resolve disputes arising under this Agreement without litigation. Accordingly, if a dispute arises, the parties agree to attempt in good faith to resolve the dispute between themselves. To this end, the parties agree not to sue one another, except to enforce compliance with this section, toll the statute of limitations, or seek an injunction, until they have exhausted the procedures set out in this section.

9.2. At the written request of any party, each party shall appoint one non-lawyer representative to negotiate informally and in good faith to resolve any dispute arising under this Agreement. The representatives appointed shall determine the location, format, frequency, and duration of the negotiations.

9.3. If the representatives cannot resolve the dispute within 30 calendar days after the first negotiation meeting, the parties agree to refer the dispute to the Dispute Resolution Center of

Austin for mediation in accordance with the Center's mediation procedures by a single mediator assigned by the Center. Each party shall pay half the cost of the Center's mediation services.

9.4. The parties agree to continue performing their duties under this Agreement, which are unaffected by the dispute, during the negotiation and mediation process.

Section 10. Notice to Parties

10.1. Notice to be effective under this Agreement must be in writing and received by the party against whom it is to operate. Notice is received by a party: (I) when it is delivered to the party personally; (2) on the date shown on the return receipt if mailed by registered or certified mail, return receipt requested, to the party's address specified in Section 10.2 and signed on behalf of the party; or (3) three business days after its deposit in the United States mail, with first-class postage affixed, addressed to the party's address specified in Section 10.2.

10.2. CAPCOG's address is 6800 Burleson Road, Building 310, Suite 165, Austin, TX 78744, Attention: Betty Voights, Executive Director. The Public Agency's address is: 508 S. Rock St. Georgetown, TX 78626, Attention: Sheriff Mike Gleason, Williamson County Sheriff. The County's address is: 710 Main Street, Suite 101, Georgetown, Texas, Attention: County Judge.

10.3. A party may change its address by providing notice of the change in accordance with Section 10.1.

Section 11. Miscellaneous

11.1. This Agreement is made in part under the authority conferred in Chapter 791, Texas Government Code. Each Party representative executing this contract on behalf of the County and Public Agency participating, represent and warrant that this agreement was approved by the governing body at a meeting held in compliance with the Texas Open Meetings Act and any other law or regulation applicable to the meeting; that the governing body approved this agreement as required by law; and, that the Party representative has the authority to bind the governing body to this agreement by executing the agreement on its behalf and that the party is legally authorized to perform the obligations undertaken.

11.2. This Agreement states the entire agreement of the parties. Except as otherwise expressly provided herein, this Agreement contains the entire agreement of the Parties regarding the subject matters addressed herein, and supersedes all prior or contemporaneous understandings or representations, whether oral or written, regarding the subject matter.

11.3. Each individual signing this agreement on behalf of a party warrants that he or she is legally authorized to do so and that the party is legally authorized to perform the obligations undertaken. The undersigned warrants that he or she:

A. Has actual authority to execute this agreement on behalf of the governing body identified as the County in this agreement and;

B. Verifies the governing body of the County, by either minute order, resolution or ordinance approved this agreement as required by Texas Government Code section 791, as amended and;

C. The sheriff signing below has actual authority to execute this agreement on behalf of the law enforcement agency identified as the Public Agency in this agreement.

11.4. Should any Party pay a direct expense for the performance of governmental functions or services provided to carry out this agreement it must make those payments, if any, from current revenues available to that Party. *See* Texas Government Code § 791.011(d)(3). The consideration as contemplated, described and provided by this section fairly compensates the Parties for the duties performed hereunder.

11.5. This Interlocal agreement shall be construed and interpreted in accordance with the laws of the State of Texas. Venue for all disputes hereunder shall be solely in Travis County.

11.6. This agreement states the entire agreement of the parties and may be amended only by a written amendment executed by both parties, except that any alterations, additions, or deletions to the terms of this agreement which are required by changes in Federal and State law or regulations are automatically incorporated into this agreement without written amendment hereto and shall become effective on the date designated by such law or regulation.

11.7. This agreement is binding on and inures to the benefit of the parties' successors in interest and may not be assigned without the express written permission of CAPCOG.

11.8. This agreement is executed in duplicate originals.

11.9. Any provision of the Agreement that may be interpreted to waive the immunity from suit and/or immunity from liability of either party is void unless agreed to by specific acknowledgement of the provision within the Agreement.

Section 12. Exhibits

12.1. The following Exhibits, as amended, are a part of this Agreement:

Exhibit A. Satellite Location BPOC Training Requirements
Exhibit B. Basic Peace Officer Course Rules
Exhibit C. Regional Law Enforcement Academy Standard Operating Procedure
Exhibit D. Assigned responsibilities for Williamson County Satellite BPOC

WILLIAMSON COUNTY, TEXAS (County)

By: _____
Bill Gravell, Jr.,
Williamson County Judge

Date: _____ ___, 20___

CAPITAL AREA COUNCIL OF GOVERNMENTS

By: Betty Voights
Betty Voights,
Executive Director

Date: July 13, 2022

WILLIAMSON COUNTY SHERIFF'S OFFICE (Public Agency)

By: Michael T. Gleason
Mike Gleason, Sheriff

Date: July 13, 2022

Commissioners Court - Regular Session **19.**

Meeting Date: 07/19/2022

CTTC Winter Storm Repairs (P565) - The Roof Co - CO 3

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 accepting a report from The Roof Co Waco, LLC, Change Order No. 3 for the Williamson County CTTC Winter Storm Repairs (P565). This is a no-cost change order, requesting additional time to September 25, 2022.

Background

This change order is for a time extension to September 25, 2022 (P515). There are no additional costs added. Department point of contact is -Trent Jacobs. On March 22, 2022, the Williamson County Commissioners Court approved Williamson County Architect, Trenton Jacobs, with authority to approve change orders under Local Government Code Sec. 262.031, in relation to Williamson County construction and facilities projects. This report is being provided for purposes of notifying the court of such change order and to place it in the minutes of the Commissioners Court. Funding for this project will be P565.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CTTC CO 3

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	07/13/2022 01:10 PM
Form Started By: Wendy Danzoy		Started On: 07/13/2022 11:16 AM
Final Approval Date: 07/13/2022		

Change Order

No. 3

Date of Issuance: 6/30/2022

Project: Wilco CTTC - Repairs (Freeze) Owner: **Williamson County**	Contract Name: Contract # 0509-20-1042-0409-4987
	Date of Contract: 6/2/2021
Contractor: The Roof Co. Waco LLC.	Project No.: Wilco CTTC Repairs

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

Time Extension

Attachments (list documents supporting change):

CHANGE IN CONTRACT PRICE:	**CHANGE IN CONTRACT TIMES:**
Original Contract Price: $ 776,103.37	Original Contract Times: June 2nd, 2021 Substantial completion (days or date): _____ Final Completion (days or date): _____
Contract Price prior to this Change Order: $ 1,585,000.00	Contract Times prior to this Change Order: March 29, 2022 Substantial completion (days or date): September 25, 2022 Final Completion (days or date): October 25th, 2022
Increase/Decrease of Contract Price under this Change Order: $ 0	**Increase/Decrease** of days under this Change Order: ___ Substantial completion (days or date): January 27th, 2023 Final Completion (days or date): February 26th, 2023
Contract Price incorporating this Change Order: $ 1,585,000.00	Contract Times with all approved Change Orders: Substantial completion (days or date): January 27th, 2023 Final Completion (days or date): Februrary 26th, 2023

NOT EFFECTIVE UNTIL SIGNED BY PROJECT ARCHITECT/ENGINEER, CONTRACTOR AND OWNER. BECOMES EFFECTIVE UPON THE DATE OF THE LAST PARTY'S EXECUTION.

Recommended:

Project Architect/Engineer
By: Trenton Jacobs
Signature: [signature]
Date: 7/13/22, 2022

Accepted:

Contactor
By: Austin Montgomery
Signature: Austin Montgomery
Date: June 30, 2022

Accepted:

Owner:
By: Trenton Jacobs
Signature: [signature]
Date: 7/13, 2022

Commissioners Court - Regular Session **20.**

Meeting Date: 07/19/2022

Children's Advocacy Center Addition (P530) – PSA1-AR1-A1 – BLGY Architecture

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 Contract Amendment 1 to Williamson County First Amended and Restated Agreement for Engineering Services between Williamson County and BLGY Architecture relating to the Children's Advocacy Center Addition Project (P530).

Background

This amendment is to modify the language relating to Basic Services and Charges and Time of Payment. Project funding source is P530 and point of contact is Angel Nunez, Project Manager for Facilities Building Management.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CAC PSA1-AR1-A1

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	07/13/2022 03:54 PM
County Judge Exec Asst.	Becky Pruitt	07/13/2022 04:21 PM
Form Started By: Wendy Danzoy		Started On: 07/13/2022 03:31 PM
Final Approval Date: 07/13/2022		

AMENDMENT NO. 1
TO
FIRST AMENDED AND RESTATED AGREEMENT FOR DESIGN & ENGINEERING SERVICES

PROJECT: **Children's Advocacy Center Addition** ("Project")

ARCHITECT/ ENGINEER: **BLGY Architecture** ("A/E")
Sita Lakshminarayan, AIA, ALEP, LEED AP, Vice President
8001 Centre Park Dr., Suite 150
Austin, Texas 78754

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

This Amendment No. **1** to **First Amended and Restated Agreement for Design and Engineering Services** 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 **First Amended and Restated Agreement for Design and Engineering Services** ("Agreement") being dated effective **August 4, 2021,** 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 **Basic Services and Charges** under **Article 7** of the Agreement**;** and,

WHEREAS, the parties wish to amend the language relating to **Time of Payment; Payment and Interest; and Right to Audit** under **Article 8** 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. Amendment to Article 7 – Additional Services and Charges

Article 7 – *Additional Services and Charges* shall be amended and supplanted 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. Amendment to Article 8.1 – Time of Payment

Article 8.1 – *Time of Payment* shall be amended and supplanted 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 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.

III. Terms of Agreement Control and Extent of Amendment No. 1

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. 1, in duplicate, to be effective as of the date of the last party's execution below.

A/E:	**COUNTY**:
BLGY Architecture	Williamson County, Texas
By: _____ Signature	By: _____
SITA LAKSHMINARAYAN	
Printed Name	Printed Name
VICE PRESIDENT	
Title	Title
Date Signed: 07/13/2022	Date Signed: _____

Commissioners Court - Regular Session **21.**

Meeting Date: 07/19/2022

Children's Advocacy Center Addition (P530) – PSA1-AR1-SA2 – BLGY Architecture

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. 2 to First Amended and Restated Agreement for Design & Engineering Services, as Amended, with BLGY, Inc., for the Children's Advocacy Center Addition Project (P530).

Background

This supplemental agreement is for additional scope requested by County for changes to the Forensic Interview Observation Rooms for $8,500. Funding source is P530 and point of contact is Angel Gomez, Senior Project Manager for Facilities Building Management.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CAC PSA1-AR1-SA2

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	07/13/2022 03:54 PM
Facilities Management (Originator)	Wendy Danzoy	07/14/2022 07:36 AM
Hal Hawes	Hal Hawes	07/14/2022 08:42 AM
County Judge Exec Asst.	Becky Pruitt	07/14/2022 10:25 AM
Form Started By: Wendy Danzoy		Started On: 07/13/2022 03:33 PM
Final Approval Date: 07/14/2022		

SUPPLEMENTAL AGREEMENT NO. 2
TO
AMENDED AND RESTATED AGREEMENT FOR DESIGN & ENGINEERING SERVICES

PROJECT: **Children's Advocacy Center Addition** ("Project")

ARCHITECT/
ENGINEER: **BLGY Architecture** ("A/E")
Sita Lakshminarayan, AIA, ALEP, LEED AP, Vice President
8001 Centre Park Dr., Suite 150
Austin, Texas 78754

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

THIS SUPPLEMENTAL AGREEMENT NO. 2 to **Amended and Restated 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 **Amended and Restated Agreement for Design and Engineering Services, as Amended** being dated effective **July 19, 2022** ("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 **subdivide the Forensic Interview Observation Rooms into individual spaces,** 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:

- Observation Areas adjoining the Interview Rooms are to be subdivided with new sound control walls to create paired Interview/Observation Rooms with One Way Mirror Windows in the Interview Rooms for watching an interview in progress.
- The new design will require reworking floor plans. ceiling plans, lighting layouts and lighting specifications, door and window schedules, interior elevations and interior finish schedule and adding one-way mirror window specification.
- Corresponding MEP changes needed will be reworked.
- Submittals that will need to be resubmitted and reviewed by the design team includes doors, lighting, and fire alarm.
- Sprinkler coordination is anticipated.
- Permit resubmission will be required.

(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 **Eight Thousand, Five Hundred Dollars ($ 8,500)**

ARTICLE 3
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:
BLGY Architecture

By: _____
Signature

SITA LAKSHMINARAYAN
Printed Name

VICE PRESIDENT
Title

Date Signed: 07/13/2022

COUNTY:
Williamson County, Texas

By: _____
Signature

_____
Printed Name

_____
Title

Date Signed: _____

8001 Centre Park Drive
Suite 150
Austin, TX 78754
512.977.0390 t
512.977.0838 f
www.blgy.com

April 9th, 2022

Mr. Trenton H. Jacobs, AIA
County Architect,
Williamson County Facilities
3101 SE Inner Loop,
Georgetown, Texas – 78626

RE: **WILCO CAC - Change Proposal for Interview Area Design Modifications**
BLGY PROJECT: 22002

Dear Trent:

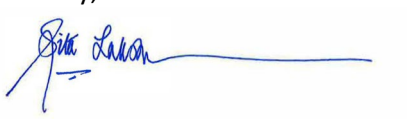
Pursuant to our meeting discussion on April 8, 2022, and the County's direction for alignment with end-user request for Interview Area Design Modifications, BLGY is submitting this change proposal for the County's consideration.

Scope of Services:
Observation Areas adjoining the Interview Rooms are to be subdivided with new sound control walls to create paired Interview/Observation Rooms with One Way Mirror Windows in the Interview Rooms for watching an interview in progress. The new design will require reworking floor plans. ceiling plans, lighting layouts and lighting specifications, door and window schedules, interior elevations and interior finish schedule and adding one-way mirror window specification. Corresponding MEP changes needed will be reworked by HCE. Submittals that will need to be resubmitted and reviewed by the design team includes doors, lighting, and fire alarm. Sprinkler coordination is anticipated. Permit resubmission will be required.

Fees and Payment:
Our total fee for this change proposal including BLGY and HCE's fees is **$8,500** (Eight Thousand Five Hundred Dollars Only).
BLGY's fee for the architectural portion of work scope described above is **$5,000** (Five Thousand Dollars Only).
HCE's fee for the MEP portion of work scope is **$3,500** (Three Thousand Five Hundred Dollars Only).
Invoicing:
We will invoice monthly for the percentage of the work completed for that period.

Given that construction is ongoing, we look forward to working expeditiously to complete these changes in a timely manner.

Sincerely,



Sita Lakshminarayan, AIA. ALEP, LEED AP
Vice President

MEP/ENERGY CONSULTANTS

HENDRIX CONSULTING ENGINEERS

COMMISSIONING • FIELD INVESTIGATIONS

115 East Main Street **Round Rock, Texas 78664**

PH: (512) 218-0060 **FAX: (512) 218-0077**

April 8, 2022

BLGY Architecture
8001 Centre Park Drive
Suite 150
Austin, Texas 78754

ATTN: Sita Lakshminarayan

RE: Wilco Child Advocacy Center – Interview/Observation add service

This letter of proposal is for Professional MEP Engineering services for the referenced project. The fee will be based on scope description. This agreement is between HCE, herein known as the Engineer and BLGY Architecture, herein known as the Architect.

SCOPE:
Rework MEP plans for changing interview/observation area to individual rooms.

See original proposal for additional information and exclusions.

For these services we propose lump sum fee of **$3,500**

Payments are due 30 days from invoice date, or payments are due when Architect gets paid from owner per Master Service Agreement. Late payments will bear interest at the rate of 1-1/2% per month, compounded monthly or the highest allowed by law.

The terms of this proposal are subject to change if not accepted within 30 days.

If this proposal is acceptable with you, we ask you to help us in complying with our Professional Liability Company's request to have signed contracts on all projects by signing and returning this proposal to us in a prompt manner. We will then execute the agreement and send you a signed copy.

Your business is appreciated.

BLGY Architecture HCE

BY: _____ BY: _____

DATE: _____ DATE: _____
BJH/km

Commissioners Court - Regular Session **22.**

Meeting Date: 07/19/2022

Cobb Fendley 1811-273 WA3 SA2 On Call Utility Coordination

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

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Supplemental Work Authorization No 2 to Work Authorization No 3 under Williamson County Contract between Cobb Fendley & Associates Inc. and Williamson County dated July 16, 2019 for On Call Utility Coordination and Relocation for All Williamson County Road and Bridge Non-Capital Improvement Projects. This supplemental is to increase the maximum amount payable to $70,000.00. Funding source: 01.0200.0210.004100.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Cobb Fendley 1811-273 WA3 SA2 On Call Utility Coordination

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	07/13/2022 03:45 PM
County Judge Exec Asst.	Becky Pruitt	07/13/2022 03:47 PM
Form Started By: Vicky Edwards		Started On: 07/13/2022 01:46 PM
Final Approval Date: 07/13/2022		

SUPPLEMENTAL WORK AUTHORIZATION NO. _2__
TO
WORK AUTHORIZATION NO. __3__

WILLIAMSON COUNTY ROAD AND BRIDGE PROJECT:
On Call Utility Coordination and Relocation for All Williamson County Road and Bridge Non-Capital Improvement Projects

This Supplemental Work Authorization No. __2_ to Work Authorization No. __3__ is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated **July 16, 2019** ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Cobb Fendley & Associates, Inc.** (the "Firm").

WHEREAS, the County and the Firm executed Work Authorization No. __3__ dated effective **November 3, 2021** (the "Work Authorization");

WHEREAS, pursuant to the Contract, amendments, changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization; and

WHEREAS, it has become necessary to amend, change and modify the Work Authorization.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Firm agree that the Work Authorization shall be amended, changed and modified as follows:

I. The maximum amount payable for services under the Work Authorization is hereby increased from **$40,000.00** to **$70,000.00**. The revised Work Schedule is attached hereto as Attachment "C" (must be attached).

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

Except as otherwise amended by prior or future Supplemental Work Authorizations, all other terms of the Work Authorization are unchanged and will remain in full force and effect.

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

IN WITNESS WHEREOF, the County and the Firm have executed this Supplemental Work Authorization, in duplicate, to be effective as of the date of the last party's execution below.

FIRM: Sandra G Khoury skhoury@cobbfendley.com 2022.07.13 13:04:16-05'00'	**COUNTY:**
By: _____	By: _____
Signature	Signature
Sandra G. Khoury, P.E.	Bill Gravell, Jr.
Printed Name	Printed Name
Senior Vice President	County Judge
Title	Title
_____	_____
Date	Date

Attachment C - Work Schedule

Cobb Fendley & Associates, Inc. will provide a work schedule for the assigned tasks.

Commissioners Court - Regular Session **23.**

Meeting Date: 07/19/2022

Authorize Issuing IFB #22IFB138 County Road 366 for HNTB

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 County Road 366, under IFB #22IFB138. Funding Source is P296.

Background

Williamson County is seeking qualified contractors to construct improvements and widening to CR 366, FM 397, and Chandler Road with realignment of the CR 366 and FM 397 intersection. Improvements include reconstruction of the existing roadway, construction of a new bridge, grading, drainage improvements, flex base, HMACP, CRCP, striping, pavement markings, signals, driveways, and water line improvements. Budgeted amount: $19,100,000.00. Funding source: P296. The point of contact is Danette Chamberlin.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	07/13/2022 09:47 PM
County Judge Exec Asst.	Becky Pruitt	07/14/2022 10:24 AM
Form Started By: Gretchen Glenn		Started On: 07/13/2022 11:18 AM
Final Approval Date: 07/14/2022		

Commissioners Court - Regular Session **24.**

Meeting Date: 07/19/2022

Authorize Issuing IFB #22IFB139 FM 3349 at US 79 for HNTB

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 FM 3349 at US 79, under IFB #22IFB139. Funding Source is P332.

Background

Williamson County is seeking qualified contractors for the construction of a four-lane divided roadway consisting of grading, flex base, asphalt pavement, retaining walls, bridge structures, storm sewers, culverts, erosion control, signalization, illumination, signing, pavement markings, and Union Pacific Rail Road structure replacement. Budgeted amount: $70,000,000.00. Funding source: P332. The point of contact is Danette Chamberlin.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	07/13/2022 09:55 PM
County Judge Exec Asst.	Becky Pruitt	07/14/2022 10:24 AM
Form Started By: Gretchen Glenn		Started On: 07/13/2022 11:51 AM
Final Approval Date: 07/14/2022		

Commissioners Court - Regular Session **25.**

Meeting Date: 07/19/2022

Final plat for the Williams 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 Williams subdivision – Precinct 4.

Background

This subdivision consists of 2 lots and no new public roads. It meets the requirements of a minor plat as defined in the subdivision regulations.

Timeline

2022-04-15 – initial submittal of the final plat
2022-05-13 – 1st review complete with comments
2022-05-13 – 2nd submittal of final plat
2022-05-25 – 2nd review complete with comments
2022-05-27 – 3rd submittal of final plat
2022-06-02 – 3rd review complete with comments
2022-06-07 – 4th submittal of final plat
2022-06-22 – 4th review complete with comments clear
2022-07-07 – receipt of final plat with signatures
2022-07-14 – final plat placed on July 19, 2022 Commissioners Court agenda for consideration

---

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

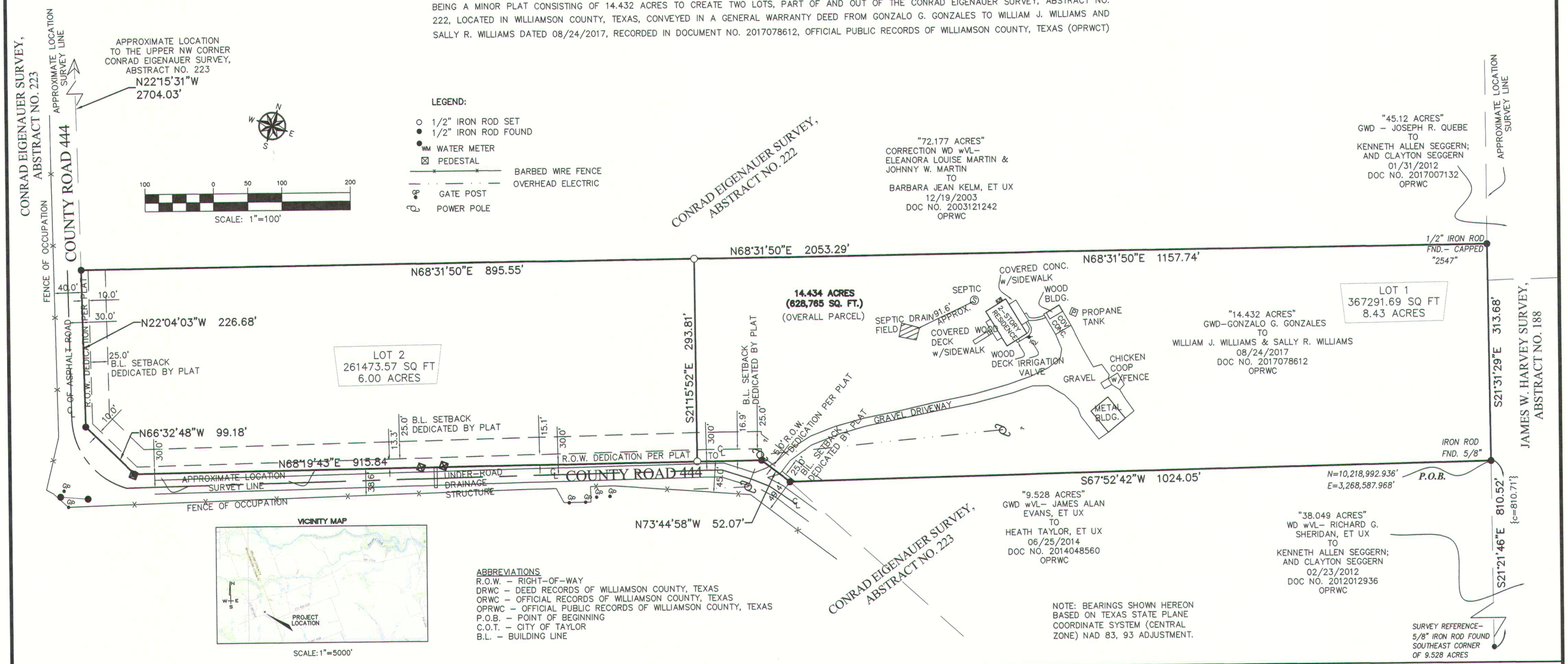
final plat - Williams

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	07/14/2022 11:53 AM
Form Started By: Adam Boatright		Started On: 07/14/2022 11:47 AM
Final Approval Date: 07/14/2022		

WILLIAMS MINOR PLAT

BEING A MINOR PLAT CONSISTING OF 14.432 ACRES TO CREATE TWO LOTS, PART OF AND OUT OF THE CONRAD EIGENAUER SURVEY, ABSTRACT NO. 222, LOCATED IN WILLIAMSON COUNTY, TEXAS, CONVEYED IN A GENERAL WARRANTY DEED FROM GONZALO G. GONZALES TO WILLIAM J. WILLIAMS AND SALLY R. WILLIAMS DATED 08/24/2017, RECORDED IN DOCUMENT NO. 2017078612, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (OPRWCT)



ABBREVIATIONS
R.O.W. – RIGHT–OF–WAY
DRWC – DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
ORWC – OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
OPRWC – OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
P.O.B. – POINT OF BEGINNING
C.O.T. – CITY OF TAYLOR
B.L. – BUILDING LINE

NOTE: BEARINGS SHOWN HEREON BASED ON TEXAS STATE PLANE COORDINATE SYSTEM (CENTRAL ZONE) NAD 83, 93 ADJUSTMENT.

GENERAL NOTES

1. IMPROVEMENTS WITHIN THE COUNTY ROAD RIGHT–OF–WAY INCLUDING, BUT NOT LIMITED TO, LANDSCAPING, IRRIGATION LIGHTING, CUSTOM SIGNS, IS PROHIBITED WITHOUT FIRST OBTAINING AN EXECUTED LICENSE AGREEMENT WITH WILLIAMSON COUNTY.
2. WATER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY SOUTHWEST MILAM SUPPLY CORPORATION.
3. SEWER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY ON–SITE SEWAGE FACILITIES
4. RIGHT–OF–WAY EASEMENTS FOR WIDENING ROADWAYS OR IMPROVING DRAINAGE SHALL BE MAINTAINED BY THE LANDOWNER UNTIL ROAD OR DRAINAGE IMPROVEMENTS ARE ACTUALLY CONSTRUCTED ON THE PROPERTY. THE COUNTY HAS THE RIGHT AT ANY TIME TO TAKE POSSESSION OF ANY ROAD WIDENING EASEMENT FOR THE CONSTRUCTION, IMPROVEMENT OR MAINTENANCE OF THE ADJACENT ROAD.
5. THE LANDOWNER ASSUMES ALL RISKS ASSOCIATED WITH IMPROVEMENTS LOCATED IN THE RIGHT–OF–WAY OR ROAD WIDENING EASEMENTS. BY PLACING ANYTHING IN THE RIGHT–OF–WAY OR ROAD WIDENING EASEMENTS, THE LANDOWNER INDEMNIFIES AND HOLDS THE COUNTY, ITS OFFICERS, AND EMPLOYEES HARMLESS FROM ANY LIABILITY OWING TO PROPERTY DEFECTS OR NEGLIGENCE NOT ATTRIBUTABLE TO THEM AND ACKNOWLEDGES THAT THE IMPROVEMENTS MAY BE REMOVED BY THE COUNTY AND THAT THE OWNER OF THE IMPROVEMENT SHALL BE RESPONSIBLE FOR THE RELOCATION AND/OR REPLACEMENT OF THE IMPROVEMENT.
6. ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS.
7. RURAL MAILBOXES SHALL BE SET THREE FEET FROM THE EDGE OF THE PAVEMENT OR BEHIND CURBS, WHEN USED. ALL MAILBOXES WITHIN COUNTY ARTERIAL RIGHT–OF–WAY SHALL MEET THE CURRENT TXDOT STANDARDS. ANY MAILBOX THAT DOES NOT MEET THIS REQUIREMENT MAY BE REMOVED BY WILLIAMSON COUNTY.
8. 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.
9. MAINTENANCE RESPONSIBILITY FOR DRAINAGE WILL NOT BE ACCEPTED BY THE COUNTY OTHER THAN THAT ACCEPTED IN CONNECTION WITH DRAINING OR PROTECTING THE ROAD SYSTEM. MAINTENANCE RESPONSIBILITY FOR STORM WATER MANAGEMENT CONTROLS WILL REMAIN WITH THE OWNER.
10. EXCEPT IN AREAS REQUIRED TO MEET LEGAL ACCESSIBILITY REQUIREMENTS, THE MINIMUM FINISHED FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN FIVE FEET OUTSIDE THE PERIMETER OF THE BUILDING, OR AT LEAST ONE FOOT ABOVE THE BFE, WHICHEVER IS HIGHER.
11. A CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION. THIS CERTIFICATE OF COMPLIANCE IS VALID UNTIL SUCH TIME AS FEMA OR THE COUNTY REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS VICINITY.
12. THIS DEVELOPMENT IS CONSIDERED EXEMPT FROM ON–SITE STORMWATER DETENTION CONTROLS BASED ON WILLIAMSON COUNTY SUBDIVISION REGULATION B11.1.2, WHICH STATES THAT A PROPOSED DEVELOPMENT MAY BE CONSIDERED EXEMPT FROM PROVIDING ON–SITE STORMWATER DETENTION IF THE PLAT HAS THREE OR LESS LOTS FOR SINGLE FAMILY RESIDENTIAL USE, WITH LESS THAN 20% IMPERVIOUS COVER PER LOT.
13. ALL SIDEWALKS SHALL BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.
14. DRIVEWAY MAINTENANCE WILL BE THE RESPONSIBILITY OF THE PROPERTY OWNER. IF OBSTRUCTIONS OCCUR WITHIN THE DRIVEWAY CULVERT, THE COUNTY RESERVES THE RIGHT TO CLEAR OBSTRUCTIONS THAT ARE CAUSING ADVERSE IMPACTS TO THE ROADWAY.

FLOOD NOTE:

THE PROPERTY DEPICTED HEREON IS NOT WITHIN A SPECIAL FLOOD HAZARD AREA AS DETERMINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY; THE FLOOD AREA BEING IDENTIFIED ON F.I.R.M. PANEL NO. 48491C0400F, EFFECTIVE DATE DECEMBER 20, 2019, LOCATED IN ZONE "X" (UNSHADED).

BOUNDARY SURVEY NOTES
14.434 Acres

THESE NOTES DESCRIBE THAT CERTAIN TRACT OF LAND LOCATED IN THE CONRAD EIGENAUER SURVEY, A–222, SITUATED IN WILLIAMSON COUNTY, TEXAS; BEING OUT OF AND PART OF A CALLED "14.432 ACRES", CONVEYED IN A GENERAL WARRANTY DEED FROM GONZALO G. GONZALES TO WILLIAM J. WILLIAMS AND SALLY R. WILLIAMS, DATED 08–24–2017 AND RECORDED IN DOCUMENT NO. 2017078612, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (OPRWCT), BEING SURVEYED ON THE GROUND UNDER THE DIRECT SUPERVISION OF BRUCE LANE BRYAN, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4249, IN THE MONTH OF SEPTEMBER, 2021, AND BEING MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND 5/8" IRON ROD (N=10,218,992.936 FEET; E=3,268,587.968 FEET) BEING THE NORTHEAST CORNER OF A CALLED "9.528 ACRES" CONVEYED IN A GENERAL WARRANTY DEED WITH VENDOR'S LIEN FROM JAMES ALAN EVANS, ET UX TO HEATH TAYLOR, ET UX, DATED 06/25/2014 AND RECORDED IN DOCUMENT NO. 2014048560, OPRWCT, SAME BEING AN ANGLE CORNER IN THE WEST LINE OF A CALLED "38.049 ACRES" CONVEYED IN A GENERAL WARRANTY DEED WITH VENDOR'S LIEN FROM RICHARD G. SHERIDAN, ET UX TO KENNETH ALLEN SEGGERN; AND CLAYTON SEGGERN DATED 02/23/2012 AND RECORDED IN DOCUMENT NO. 2012012936, OPRWCT, ALSO BEING THE SOUTHEAST CORNER OF HEREIN DESCRIBED TRACT; FOR REFERENCE, A 5/8" IRON ROD FOUND BEING THE SOUTHEAST CORNER OF AFORESAID "9.528 ACRES" BEARS SOUTH 21° 21' 46" EAST, A DISTANCE OF 810.52 FEET;

THENCE SOUTH 67° 52' 42" WEST WITH THE NORTH LINE OF AFOREMENTIONED "9.528 ACRES" SAME BEING THE SOUTH LINE OF HEREIN DESCRIBED TRACT A DISTANCE OF 1,024.05 FEET TO A 1/2" IRON ROD FOUND BEING THE NORTHWEST CORNER OF AFORESAID "9.528 ACRES" ALSO BEING IN THE NORTH LINE OF COUNTY ROAD 444, SAME BEING A SOUTHERN ANGLE CORNER OF HEREIN DESCRIBED TRACT;

THENCE WITH THE AFOREMENTIONED NORTH LINE OF COUNTY ROAD 444 AND SAID SOUTH LINE OF HEREIN DESCRIBED TRACT, TO 1/2" IRON RODS FOUND, THE FOLLOWING CALLS:
- NORTH 73° 44' 58" WEST A DISTANCE OF 52.07 FEET;
- NORTH 68° 19' 43" EAST A DISTANCE OF 915.84 FEET BEING THE SOUTHWEST CORNER OF HEREIN DESCRIBED TRACT;

THENCE WITH THE EAST LINE OF AFOREMENTIONED COUNTY ROAD 444 SAME BEING THE WEST LINE OF HEREIN DESCRIBED TRACT, TO 1/2" IRON RODS FOUND, THE FOLLOWING CALLS:
- NORTH 66° 32' 48" WEST A DISTANCE OF 99.18 FEET;
- NORTH 22° 04' 03" WEST A DISTANCE OF 226.68 FEET, BEING THE SOUTHWEST CORNER OF A CALLED "72.177 ACRES" CONVEYED IN A CORRECTION WARRANTY DEED WITH VENDOR'S LIEN FROM ELEANORA LOUISE MARTIN & JOHNNY W. MARTIN TO BARBARA JEAN KELM, ET UX DATED 12/19/2003 AND RECORDED IN DOCUMENT NO. 2003121242, OPRWC, SAME BEING THE NORTHWEST CORNER OF HEREIN DESCRIBED TRACT;

THENCE NORTH 68° 31' 50" EAST WITH THE COMMON LINE OF A SAID "72.177 ACRES" AND HEREIN DESCRIBED TRACT, A DISTANCE OF 2,053.29 FEET TO A 1/2" IRON ROD FOUND CAPPED "2547" BEING THE SOUTHEAST CORNER OF AFORESAID "72.177 ACRES" SAME BEING AN APPARANT ANGLE CORNER OF A CALLED "45.12 ACRES" CONVEYED IN A GENERAL WARRANTY DEED FROM JOSEPH R. QUEBE TO KENNETH ALLEN SEGGERN AND CLAYTON SEGGERN DATED 01/31/2012 AND RECORDED IN DOCUMENT NO. 2017007132, OPRWC, ALSO BEING THE NORTHEAST CORNER OF HEREIN DESCRIBED TRACT;

THENCE SOUTH 21° 31' 29" EAST WITH THE COMMON WEST LINES OF AFORESAID "45.12 ACRES" AND AFOREMENTIONED "38.049 ACRES", ALSO BEING THE COMMON SURVEY LINE OF THE JAMES W. HARVEY SURVEY, ABSTRACT NO. 188 AND AFORESAID CONRAD EIGENAUER SURVEY, ABSTRACT NO. 222, SAME BEING THE EAST LINE OF HEREIN DESCRIBED TRACT, A DISTANCE OF 313.68 FEET TO THE PLACE OF BEGINNING, CONTAINING ACCORDING TO THE DIMENSIONS HEREIN STATED, AN AREA OF 14.434 ACRES (628,765 SQUARE FEET).

CURRENT OWNER: WILLIAM J. WILLIAMS AND SALLY R. WILLIAMS
SURVEYOR – BRUCE L. BRYAN, BRYAN TECHNICAL SERVICES, INC.
ENGINEER – BELTON ENGINEERING INC
TOTAL AREA OF SITE: 14.434 ACRES
LINEAR FEET OF NEW STREETS: NONE
NUMBER OF LOTS : 2

NO.	DATE	REVISIONS	BY
5	6/07/22	CORRECT PER 3rd WILCO ENG. REVIEW	TLR
4	5/27/22	CORRECT PER 1ST WILCO ENG. REVIEW	TLR
3	5/13/22	CORRECT PER FLOODPLAIN REVIEW	TLR
2	4/11/22	ADD SEPTIC DRAIN FIELD	TLR
1	3/31/22	ADDRESS INCOMPLETE APPLICATION NOTES	TLR

BRYAN TECHNICAL SERVICES, INC.
911 NORTH MAIN
TAYLOR, TX 76574
PHONE: (512) 352-9090
FIRM No. 10128500
www.bryantechnicalservices.com

DRAWN BY: TLR	CHECKED BY: BLB
SCALE: 1" = 100'	APPROVED BY: BLB
PROJECT NO. 21–774	DATE: FEBRUARY 14, 2022

WILLIAMS MINOR PLAT

BEING A MINOR PLAT CONSISTING OF 14.432 ACRES TO CREATE TWO LOTS, PART OF AND OUT OF THE CONRAD EIGENAUER SURVEY, ABSTRACT NO. 222, LOCATED IN WILLIAMSON COUNTY, TEXAS, CONVEYED IN A GENERAL WARRANTY DEED FROM GONZALO G. GONZALES TO WILLIAM J. WILLIAMS AND SALLY R. WILLIAMS DATED 08/24/2017, RECORDED IN DOCUMENT NO. 2017078612, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (OPRWCT)

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

I, WILLIAM J. WILLIAMS, CO-OWNER OF THE CERTAIN 14.432 ACRE TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2006073450 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DO HEREBY SUBDIVIDE SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE, AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS. THIS SUBDIVISION IS TO BE KNOWN AS WILLIAMS

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 24th DAY OF JUNE, 2022

William J. Williams
(SIGNATURE)
WILLIAM J. WILLIAMS
545 COUNTY ROAD 444
THORNDALE TEXAS 76577

William J. Williams
(PRINT)

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

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR WILLIAMSON COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED JEFF BERGER, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 24 DAY OF JUNE, 2022

MARILYN GAYDOS
PRINTED NAME

Marilyn Gaydos
SIGNATURE

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES ON: 01-14-2026

MARILYN GAYDOS
NOTARY PUBLIC
STATE OF TEXAS
ID # 12539491-0
My Comm. Expires 01-14-2026

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

I, SALLY R. WILLIAMS, CO-OWNER OF THE CERTAIN 14.432 ACRE TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2006073450 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DO HEREBY SUBDIVIDE SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE, AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS. THIS SUBDIVISION IS TO BE KNOWN AS WILLIAMS

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 24th DAY OF JUNE, 2022

Sally R. Williams
(SIGNATURE)
SALLY R. WILLIAMS
545 COUNTY ROAD 444
THORNDALE TEXAS 76577

Sally R. Williams
(PRINT)

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

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR WILLIAMSON COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED JEFF BERGER, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 24 DAY OF JUNE, 2022

MARILYN GAYDOS
PRINTED NAME

Marilyn Gaydos
SIGNATURE

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES ON: 01-14-2026

MARILYN GAYDOS
NOTARY PUBLIC
STATE OF TEXAS
ID # 12539491-0
My Comm. Expires 01-14-2026

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

I, JONATHAN KAMENICKY, LIEN HOLDER OF THE CERTAIN 14.432 ACRE TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2006073450 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DO HEREBY SUBDIVIDE SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE, AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS. THIS SUBDIVISION IS TO BE KNOWN AS WILLIAMS

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 24th DAY OF June, 2022

(SIGNATURE)
JONATHAN KAMENICKY – CITIZENS NATIONAL BANK
PRESIDENT
601 FM 685
PFLUGERVILLE TEXAS 78660

Jonathan Kamenicky
(PRINT)

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

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR WILLIAMSON COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED JEFF BERGER, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 24th DAY OF June, 2022

LISA Ellisor
PRINTED NAME

SIGNATURE

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES ON: 3-11-2026

Lisa Ellisor
NOTARY PUBLIC - STATE OF TEXAS
ID# 12561482-4
COMM. EXP. 03-11-2026

SURVEYOR'S CERTIFICATION

I, BRUCE LANE BRYAN, REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS A TRUE AND CORRECTLY MADE FROM AN ACTUAL SURVEY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON, AND THAT THERE ARE NO APPARENT DISCREPANCIES, CONFLICTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS PLACED, EXCEPT AS SHOWN ON THE ACCOMPANYING PLAT, AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF WILLIAMSON COUNTY, TEXAS.
TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT TAYLOR, WILLIAMSON COUNTY, TEXAS, THIS 22ND DAY OF JUNE, 2022

"THIS TRACT IS NOT LOCATED IN THE EDWARD AQUIFER RECHARGE ZONE"

BRUCE LANE BRYAN
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 4249 STATE OF TEXAS

STATE OF TEXAS
REGISTERED
BRUCE LANE BRYAN
4249
PROFESSIONAL
LAND SURVEYOR

ENGINEER'S CERTIFICATION

I, LINA CHTAY, REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS SUBDIVISION, PARCELS ARE NOT ENCROACHED BY A 100 YEAR STORM EVENT, AS DENOTED HEREIN, AND AS DEFINED BY FEDERAL EMERGENCY MANAGEMENT ADMINISTRATION FLOOD HAZARD BOUNDARY MAP, COMMUNITY PANEL NUMBER 48491C0400F, EFFECTIVE DATE 12/20/2019 AND THAT EACH LOT CONFORMS TO THE WILLIAMSON COUNTY SUBDIVISION REGULATIONS. TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT, BELTON, BELL COUNTY, TEXAS, THIS 27th DAY OF June 2022

LINA CHTAY
REGISTERED PROFESSIONAL ENGINEER
NO. 107211 STATE OF TEXAS
TBPE FIRM NO. 13392

STATE OF TEXAS
LINA CHTAY
107211
LICENSED
PROFESSIONAL ENGINEER

WILLIAMSON COUNTY – ON-SITE SEWAGE FACILITIES

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

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

Adam D. Boatright
FOR J. TERRON EVERTSON, PE, DR, CFM
COUNTY ENGINEER (PRINTED)

Adam D. Boatright
J. TERRON EVERTSON, PE, DR, CFM
COUNTY ENGINEER (SIGNATURE)

07/14/2022
DATE

ROAD NAME AND 911 ADDRESSING APPROVAL

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE 29 DAY OF June, 2022 A.D.

Teresa Baker
WILLIAMSON COUNTY ADDRESSING COORDINATOR

WILLIAMSON COUNTY JUDGE

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

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

BILL GRAVELL JR., COUNTY JUDGE
WILLIAMSON COUNTY, TEXAS

DATE

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

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

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

NANCY RISTER, CLERK COUNTY COURT
OF WILLIAMSON COUNTY, TEXAS BY:

BY:_____ DEPUTY

SHEET 2 OF 2

NO.	DATE	REVISIONS	BY
5	6/07/22	CORRECT PER 3rd WILCO ENG. REVIEW	TLR
4	5/27/22	CORRECT PER 1ST WILCO ENG. REVIEW	TLR
3	5/13/22	CORRECT PER FLOODPLAIN REVIEW	TLR
2	4/11/22	ADD SEPTIC DRAIN FIELD	TLR
1	3/31/22	ADDRESS INCOMPLETE APPLICATION NOTES	TLR

BRYAN TECHNICAL SERVICES, INC.
911 NORTH MAIN
TAYLOR, TX 76574
PHONE: (512) 352-9090
FIRM No. 10128500
www.bryantechnicalservices.com

DRAWN BY: TLR	CHECKED BY: BLB
SCALE: N/A	APPROVED BY: BLB
PROJECT NO. 21-774	DATE: FEBRUARY 14, 2022

Commissioners Court - Regular Session **26.**

Meeting Date: 07/19/2022

Pretrial, Probation, and Parole Supervision Week Resolution

Submitted By: Connie Odom, Public Information Office

Department: Public Information Office

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a resolution designating July 17 to 23, 2022, as Pretrial, Probation, and Parole Supervision Week in Williamson County, Texas.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Resolution

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	07/14/2022 12:00 PM
Form Started By: Connie Odom		Started On: 07/14/2022 09:40 AM
Final Approval Date: 07/14/2022		

State of Texas

County of Williamson

Know all men by these presents:

THAT ON THIS, the 19th day of July 2022, the Commissioners Court of Williamson County, Texas, met in duly called session at the Courthouse in Georgetown, with the following members present;

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

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

RESOLUTION

WHEREAS: Williamson County continues to be one of the fastest growing counties in the United States and is the third fastest growing county in Texas; and

WHEREAS: Williamson County is committed to ensuring our communities remain safe, secure, and strong; and

WHEREAS: Williamson County recognizes the many skilled professionals that serve our county to protect the public and manage the needs of offenders; and

WHEREAS: Williamson County's Pretrial Services serves an important role at every juncture of the Criminal Justice stage from pretrial supervision of felony defendants and management of indigent defense appointments to alcohol monitoring and administrative support to the Magistrate Court; and

WHEREAS: Williamson County Community Supervision and Corrections Department (CSCD) is committed to reducing recidivism by providing supervision services, in addition to supportive inpatient and outpatient treatment services for criminal offenders; and

WHEREAS: The Governor of the State of Texas has historically acknowledged the third full week of July as Pretrial, Probation, and Parole Supervision Week with this year's theme being *Restoring Trust, Creating Hope.*

NOW THEREFORE BE IT RESOLVED: That the Commissioners Court of Williamson County does hereby declare the week of July 17-23, 2022, as Pretrial, Probation, and Parole Supervision Week in Williamson County.

RESOLVED THIS 19th DAY OF JULY, 2022

_____

Bill Gravell, Jr.
Williamson County Judge

Commissioners Court - Regular Session **27.**

Meeting Date: 07/19/2022

Williamson County Economic Development Partnership Update

Submitted By: Connie Odom, Public Information Office

Department: Public Information Office

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on the presentation/funding commitment to the Williamson County Economic Development Partnership for FY23 from WilCo EDP President Ben White.

Background

The Williamson County Economic Development Partnership (WilCo EDP) is a joint effort between Williamson County and its encompassing communities to create a voice for the county in bringing new business development to our partner communities. WilCo EDP members are: Williamson County, Cedar Park, Georgetown, Jarrell, Round Rock, Leander, Liberty Hill, and Taylor.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	07/14/2022 10:18 AM
Form Started By: Connie Odom		Started On: 06/30/2022 10:35 AM
Final Approval Date: 07/14/2022		

Commissioners Court - Regular Session **28.**

Meeting Date: 07/19/2022

Local Provider Participation Fund

Submitted By: Julie Kiley, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on setting a Public Hearing for August 2, 2022 at 9:30 a.m. regarding the setting of an amended rate associated with mandatory provider participation payments that Williamson County may require of all local hospitals for Fiscal Year (FY) 2022 in relation to the Williamson County Health Care Participation Program and establish how the revenue derived from those payments may be spent in accordance with Chapter 292B of the Texas Health and Safety Code and the Williamson County Health Care Provider Participation Program Rules and Procedures.

Background

HHSC is expected to call for an additional CHIRP Year 1 IGT sometime in August (similar to the additional IGT called for UHRIP Year 4 last August). The providers participating within the Williamson County LPPF would like to request that the County amend the current FY22 rate to ensure sufficient funds are available for this CHIRP IGT in August as well as the UC DY11 Final IGT in September.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	07/14/2022 12:03 PM
Form Started By: Julie Kiley		Started On: 07/14/2022 11:09 AM
Final Approval Date: 07/14/2022		

Commissioners Court - Regular Session **29.**

Meeting Date: 07/19/2022

FY 2022/2023 Proposed Budget Order

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

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on the FY 2022/2023 Budget Order.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

FY 2022/2023 Proposed Budget Order

FY 2022/2023 Proposed Budget Order - Show Tracked Changes

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Becky Pruitt	07/14/2022 11:07 AM
Form Started By: Andrea Schiele		Started On: 07/14/2022 10:17 AM
Final Approval Date: 07/14/2022		

STATE OF TEXAS
COUNTY OF WILLIAMSON
AN ORDER ADOPTING THE 2022/2023 COUNTY BUDGET

WHEREAS, the Williamson County Commissioners Court is authorized and required to adopt an annual budget for all Williamson County officials and their departments after due consideration;

WHEREAS, the Williamson County Commissioners Court did invite and encourage public participation from county officers, precinct officers, department heads, and the general public, as to the various needs of the citizens of Williamson County for the fiscal year 2022/2023;

WHEREAS, the Williamson County Commissioners Court, after a full discussion of the needs, did make changes in the proposed budget filed by the County Judge in accordance with law; NOW

THEREFORE, BE IT ORDERED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT that the proposed budget filed by the County Budget Officer and amended by the Commissioners Court be adopted with the following provisions:

POLICIES RELATED TO COMPENSATION AND BENEFITS

I. SALARIES

1. Salaries for County and Precinct Officials are set as follows:

a)	Judge of the County Court	136,276.40 per year
b)	Judge of the County Court at Law #1	156,999.96 per year
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k)	County Treasurer	108,609.28 per year
l)	Each County Commissioner	110,967.48 per year
m)	Each Justice of the Peace	98,785.96 per year
n)	Each Constable	98,785.96 per year

2. The number of employee positions established and authorized for each official and/or department, the maximum allowable salary for each position, and the job titles are reflected in the annual approved county budget filed with the County Clerk.

II. HOLIDAYS

The established holiday schedule for paid holidays for the 2022/2023 budget year is as follows:

Veterans Day	Friday	November 11, 2022
Thanksgiving Holiday	Thursday Friday	November 24, 2022 November 25, 2022
Christmas Holiday	Friday Monday	December 23, 2022 December 26, 2022
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Independence Holiday	Tuesday	July 4, 2023
Labor Day	Monday	September 4, 2023

See Addendum: The Williamson County Employee Policy Manual (December 15, 2020). Contains the policies for employee usage of paid holiday time as well as other policies affecting payroll related matters.

III. SUPPLEMENTAL PAY

Williamson County recognizes the following supplemental pay additives. The departments/offices are responsible for ensuring that the employees selected meet all of the requirements established by their offices. In the event an employee separates from Williamson County's employment, any supplemental pay will be calculated through the last day worked. Please note that total amounts may not be exact due to the rounding within our systems.

1. Field Training Officer Pay (FTO) –Designated positions listed below will be paid per month:

Sheriff's Office – Maximum of 19 positions, including two CID, $150
Corrections – Maximum of 32 positions, $150
Emergency Medical Services – Maximum of 20 positions, $175

2. Supplemental Pay - Designated positions will be paid amount listed per month.

Sheriff's Office – Maximum of 10 positions for CIT at $250 per month
- Maximum of 32 positions for Detectives at $350 per month

Corrections – Maximum of 20 positions for Bailiff at $250 per month
Maximum of 2 positions for Detective at $350 per month.
Maximum of 4 positions for Lead Control Room Officer at $250 per month
Maximum of 1 position for Paramedic at $700 per month

3. Training Specialist Supplemental Pay - Designated positions will be paid $100 per pay period.

Emergency Communications – Maximum of 16 positions

4. On-Call Pay – Specific positions listed below are classified as eligible for on-call pay due to the demand for after hour services.

District Attorney's Office – Maximum of 1 Asst. District Attorney, $600 per week
Facilities Maintenance – Maximum of 2 non-exempt positions, $100 per week
Technology Services – Maximum of 1 position, $200 per week
Emergency Management – Maximum of 1 non-exempt position, $100 per week
Sheriff's Office – Maximum of 2 Detectives, $100 per week
Maximum of 1 Sergeant, $100 per week
Maximum of 1 Crime Scene, $100 per week
Maximum of 1 Animal Control Officer, $100 per week
Maximum of 1 Livestock Deputy, $100 per week
Maximum of 1 Victims Assistance, $100 per week
Corrections - Maximum of 4 Commissioned Corrections Officers, $100 per week

5. Board Certification by the Texas Board of Legal Specialization Supplemental Pay - This supplement is paid by the office listed below to all attorneys who maintain certification by the Texas Board of Legal Specialization.

District Attorney – Maximum of 18 positions, $5,000 per employee to be paid equally over 26 pay periods

6. Board Supplements – Designated positions will be paid for serving on a specific board(s).

Juvenile Board – County Judge and District Judges (6), $400 per month.

7. County Supplements – Williamson County portion of elected state positions.

District Attorney – 1 position, $18,000, paid equally over 26 pay periods
District Judges – 6 positions, $13,200 per year, paid equally over 26 pay periods.

8. Court Admin Supplement – Paid to the Court Admin of the presiding District Judge, for additional duties. 1 position, $5,500 per year, paid equally over 26 pay periods.

IV. CATASTROPHIC EVENT PAY

PURPOSE

Establish a policy for Williamson County setting forth the compensation of exempt and non-exempt employees for an activation of the Williamson County Emergency Operation Plan during a declared disaster, catastrophic event, or qualifying event. Nothing in this policy shall be construed as changing the "at will" status of any person employed by Williamson County.

BACKGROUND

Williamson County will compensate those essential employees who are required to work outside of their normal work schedule when assisting in the management of a local qualifying event, or when necessary to assist other agencies in managing events outside of the local jurisdiction. Examples of qualifying events include, but are not limited to, the following:

A. Certain catastrophic local events including, but not limited to: floods, hurricanes, tornados, and other Acts of God, nuclear, chemical, and biological emergencies, terrorist attack(s), or any other emergency declared by a federal, state or local authority.

B. When assigned to support an event, internal or external, to the County's jurisdiction; For personnel assigned and deployed to select teams, including, but not limited to: Williamson County Emergency Operations Center and Local, Regional, State and Federal Deployments.

POLICY

1. **Non-exempt Compensation**

Any non-exempt employee who is recalled to duty during a catastrophic event, who works in- excess of forty (40) hours in a work week, or 86-hours in the pay period for those on the law enforcement pay plan, will be paid overtime for additional hours worked. Note that the general rules of compensable time apply to work performed under the circumstances covered by this policy. Refer to the Williamson County Handbook or contact Human Resources if you have questions about what is considered compensable time.

2. **Exempt Compensation**

At the Commissioners Court discretion, any salaried exempt employee who is required to work hours in-excess of their normal work schedule (eighty hours in a pay period) during a declared disaster, Catastrophic Event, or qualifying event as outlined in this procedure may be compensated during the declaration period at a

determined hourly rate. Only pay periods with hours worked that equal or exceed 88 hours and at least 8 hours for the event, should be submitted for possible compensation.

V. FINANCIAL POLICIES

1. **Fund Balance Policy:** Williamson County recognizes the financial importance of maintaining an appropriate level of Unassigned Fund Balance. A formalized Fund Balance Policy demonstrates to the taxpayer fiscal prudence and the ability to meet its obligations in a timely manner. Independent financial analysts rate the county's financial stability. The county's credit strength and strong management control reported by these analysts is, in part, a result of this Fund Balance Policy.

> Williamson County will maintain reservations of Fund Balance, in accordance with Governmental Accounting and Financial Standards Board Statement No. 54, Fund Balance Reporting and Governmental Fund Type Definitions. This Policy shall only apply to the County's governmental funds. Fund Balance shall be composed of non-spendable, restricted, committed, assigned and unassigned amounts.

2. **General Fund:** Unassigned Fund Balance represents the difference between assets and liabilities that is available for appropriation.

Williamson County will maintain an appropriate level of Unassigned Fund Balance in the General Fund to protect against a reduction of services due to temporary revenue shortfalls or unexpected one-time expenditures. It also helps to ensure stable tax rates. The level of Unassigned Fund Balance for the General Fund shall not be less than 35% of total General Fund budgeted expenditures.

The goal of each year's budget process will be to adopt a budget that maintains compliance with the General Fund Unassigned Fund Balance Policy. If it is determined there is a surplus (an amount exceeding the target limit), the funds may be designated or appropriated for the following, including, but not limited to:

- Tax rate stabilization.
- Only one-time, non-recurring expenditures, such as capital improvement needs.
- Address any shortfall in related funds, i.e. Road and Bridge Fund.
- Reduction of debt; to include capital leases.

If it is determined there is a deficit (an amount below the lower limit), the County must develop a plan to rebuild the Unassigned Fund Balance to 35%.

3. **Tobacco Fund:** The initial distribution of Williamson County's share of the settlement established the fund in 1999. Revenues to the fund consist of interest income and the annual distribution by the state of the state trust earnings. To ensure continuation of the fund, the Williamson County Commissioners Court has designated the portion of fund balance representing the amount of the original settlement ($2.5M). Designation means that this amount, or "principal" balance, cannot be expended. In addition to the original settlement amount, each year, 20% of the revenues from both interest income and the annual distribution from the state will be added to the designated fund balance in order to allow the fund to grow over time. Only 80% of revenues earned from interest and the earnings distributed annually by the state will be

budgeted and expended. When determining the next year's budget, the amount available to expend will be calculated using actual revenue and interest revenue amounts from May 1st of the previous year to April 30th of the current year. Any unspent funds at the end of the fiscal year will be available to budget in the next year. If Tobacco Fund expenditures are budgeted to offset expenditures in other funds, the actual program cost to the other Funds will be determined prior to transferring in any dollars from the Tobacco Fund. This available balance will be tracked annually by the County Auditor's office.

4. **Self-Insured Health Plan Fund Policy**: Unassigned Fund Balance represents the difference between assets and liabilities that is available for appropriation. Williamson County will maintain an appropriate level of Unassigned Fund Balance in the Benefits Fund to protect against an inability to pay for claims and administration associated with the self- insured health plan due to temporary revenue shortfalls. It also helps to ensure stable employer and employee contribution rates.

The Self-Funded Health Plan Fund currently has a "goal of reaching and maintaining 25% of expected claims". The goal of each year's budget process will be to endeavor to adopt a budget that maintains compliance with the Benefits Fund Unassigned Fund Balance Policy.

If it is determined there is a surplus (an amount exceeding the target limit), the funds may be designated or appropriated for contribution rate stabilization.

If it is determined there is a deficit (an amount below the lower limit), the County may develop a plan to rebuild the Unassigned Fund Balance to 25% of expected claims.

5. **Radio Communication Systems (RCS) Fund Policy:** Unassigned Fund Balance represents the difference between assets and liabilities that is available for appropriation. Williamson County will maintain an appropriate level of Unassigned Fund Balance in the Radio Communications Systems Fund to protect against unforeseen operating issues. These unforeseen issues can result from environmental or project related items. It also helps to ensure stable radio user fees for the user community.

The Radio Communication Systems Fund has a "goal of reaching and maintaining 30% of total Radio Communication Systems expenditure budget.

If it is determined there is a surplus (an amount exceeding the target limit), the funds may be designated or appropriated for:

- Only one-time, non-recurring expenditures, such as tower improvements
- Fee stabilization

If it is determined there is a deficit, the Radio Communication Systems Board will develop and recommend a plan to the County to rebuild the Unassigned Fund Balance to 30%.

Use and Distribution of Specific Special Revenue Funds and Accounts

6. **Child Safety Fund:** – This fund is used to deposit a $1.50 fee collected on each vehicle registration and court costs collected by justice, county, or district courts for violations that occur within a school-crossing zone of $25 per violation. This fund is used

to provide a school crossing guard program and/or programs designed to enhance child safety, health, or nutrition. The Commissioners Court, by an order adopted in October 2010, has directed these funds to be distributed in the following manner: 10% of Total Collections less an administrative fee shall be distributed to the Williamson County's Children's Advocacy Center. The remainder shall be distributed to the school districts on a pro rata basis based on attendance. These funds will be distributed annually after the close of the prior fiscal year.

7. **School Fund:** Williamson County maintains a working interest ownership in two natural gas producing properties located on what was formerly county-owned property. The mineral rights that have been retained are designated to be distributed to school districts within the county based on the number of students who reside in the county. This distribution will occur annually at the close of each fiscal year and will coincide with the distribution of the Child Safety Fund proceeds.

8. **Employee Fund**: The Employee fund is used to deposit ~~pro~~ceeds collected from Williamson County's vending machine contract. Use of these funds must be **pre-approved** by the County Judge.

These funds may be used for the following purposes:

a) To offset the cost of county employee events
b) Flowers for the death of a county employee only
c) An award or plaque upon retirement for employee recognition. All purchases must display (i.e. engraving) information regarding the purpose of the employee recognition. (Purchasing guidelines must be adhered to):
    i. The employee must be vested (8 years of service)
    ii. $60.00 allowed for employees with up to 15 years of service
    iii. $120.00 allowed for employees with over 15 years of service
d) Employee recognition events and programs
e) Maximum of $300.00 allowed towards a reception/light refreshments for the retirement or departure of an:
    i. Elected Official serving in his/her capacity for at least 1 term
    ii. Department Head who must be vested (8 years of service)
    iii. Employee with 20 years of service or more

No reimbursement of sales tax will be allowed.
The amount allowed for use may never exceed the actual balance in the fund.

9. **WM-City of Hutto and Hutto ISD Fund**: The WM-City of Hutto and Hutto ISD Fund consists of proceeds paid by Waste Management annually. Per the agreement, these funds represent 2% of the Tip Fee and are to be expended for the benefit of the City of Hutto and Hutto ISD. The expenditures are at the County's sole option. The annual distribution will be allocated 50% to the City of Hutto and 50% to Hutto ISD. Each entity is required to request any disbursements from the fund.

10. **Williamson County Community Facility Fund:** This fund consists of fees collected through the Williamson County Landfill. Community organizations, groups, and individuals may submit a funding request to the Williamson County Commissioners Court

for the construction, improvement, or remodel of community facilities located in Williamson County that serve a public purpose.

12. **Financial – General Procedures**

a) Any mailings sent by a county department or official using county funds must be in furtherance of legitimate county business and must comply with all state ethics rules and other laws and regulations.

b) All county meetings should be held in county facilities whenever feasible and such facilities are available. If the county meeting space is not available, other publicly owned facilities, such as those owned by cities, utility districts, or school districts, should be utilized as the rental of these facilities is often at little or no cost.

    i) +

c) All recruitment items purchased must comply with Article III, section 52 of the Texas Constitution. Thus, the predominant purpose of any expenditures on recruitment materials must be to accomplish a "direct" public purpose and be in compliance with the provisions of this policy in order to ensure that Williamson County receives a return of public benefit from said expenditures. Williamson County recognizes the need to identify, recruit and hire qualified employees.

    i) Funds for recruitment items must be approved during the annual budget process.
    ii) Items must not state the name of any individual, but instead the name of the county and/or department or office.
    iii) "Give way" items such as pens, pencils, etc. should not exceed $2.00 per item.

    All purchases must follow procurement guidelines.

VI. PURCHASING – GENERAL PROCEDURES

1. Williamson County adheres to Texas Local Government Code and Williamson County Purchasing Policy. Williamson County Purchasing and Procurement Card (P-Card) policies are intended to provide consistent procedures for the acquisition of materials, supplies, and services required by Williamson County. The responsibility to adhere to all Purchasing and P-Card policies rests with the employee, supervisor, department head, or elected officials who certifies conformance to them.

2. The Williamson County Purchasing Manual, P-Card Manual, as well as other more detailed information directing specific purchasing procedures and processes, can be located on the SharePoint Purchasing Portal at: *https://wilco365.sharepoint.com/purchasingportal*.

This site provides county departments access to:

a. Policies, Procedures and Manuals
b. Training Materials
c. Forms
d. Guides and other tools to assist in the purchasing process

3. The County Auditor's Office will audit P-Card Expense Reports monthly. Cardholder infractions will be addressed and may result in disciplinary action as recommended by the Purchasing Department and the County Auditor's Office. Actions may include:

a. Retraining
b. Reduction of credit limits
c. Suspension of account

Theft, fraud or intentional policy violations may result in permanent closure of account or termination of employment, based on severity of violation.

4. Any questions related to compliance with intent of county Purchasing Policies should be directed to the Purchasing Department prior to making a purchase.

http://www.wilco.org/CountyDepartments/Purchasing

VII. COUNTY VEHICLES

1. It is prohibited by law to utilize county owned vehicles for personal use. Any county employee that resides outside the county and utilizes a county owned vehicle during their workday, is required to return that vehicle to their primary work location following their assigned work shift. Elected Officials or Senior Directors may grant an employee the ability to take a County vehicle home for a specific occasion or an event, if it is in the business interest of the County to do so.

The following is an all-inclusive list of positions that may be required to respond to emergencies outside of their normal work assignments, and may, with the concurrence of their department head or elected official, take a county vehicle to their residence, within Williamson County, at the end of their shift to allow them to respond as required.

a) The Sheriff and paid law enforcement as follows: Sheriff's Patrol Deputies, Sheriff's Detectives, on call Crime Scene Technician, on call Animal Control Officers, Sergeants, Lieutenants, Commander and Chiefs
b) Each Constable and Deputy Constables
c) Investigators in the District Attorney and County Attorneys offices
d) Two on call maintenance employees designated by the Maintenance Division Director
e) Division Commanders, and Operation Commander(s) approved by EMS Director
f) The Fire Marshal Special Operations Chief, Asst. Fire Marshal, Special Operations Asst. Chief, and On Call Hazmat Special Operations Captain, when on call
g) The Assistant County Engineer for Maintenance Operations, the Director of Field Operations, (9) Senior Foremen and Foreman
h) The Director of Emergency Management and the Deputy Director of Emergency Management
i) The Wireless Communications Tower Technician

The Senior Director of Emergency Services and the Sheriff have the discretion to assign a vehicle to an appropriate member of their department to facilitate a specific response to emergency scenes or events, on a case by case basis, where the resources are requested and needed. This shall only be done in times of high risk, high probability events, or during scheduled special "large scale" events where response is likely. This assignment shall be tracked and reported to the Commissioners Court.

The following list has been grandfathered by the court, will not be expanded, unless approved by the Commissioners Court, and shall show significant decreases in each budget year until phased out.

Sheriff's Office
S. Zion
D. Garrett

Constable Office Pct. 2
S. Holt

Emergency Services
T. Huntley

The following list has been exempted from the out of county policy for take home vehicles by the court.

Sheriff's Office
W. Steffen
J. Sapien
J. Helm
J. Guinn
J. Foster

County vehicles assigned to departments or individuals that are not take-home vehicles, shall be returned and parked at the end of each workday at the facility where the primary office is located. It is expressly forbidden under this order for any county vehicle to be used for personal use at any time.

2. A County Fleet Committee will review fleet policies and purchase requests and make recommendations for budgeting purposes. This committee will consist of one representative from each Constable's Office, the Budget Office, Emergency Services, Fleet Department, Human Resources, Infrastructure, Purchasing, and the Sheriff's Office. The Auditor's Office is a non-voting member. The Purchasing Department shall coordinate the annual vehicle solicitation each summer with the goal of issuing all vehicle purchase orders for the upcoming fiscal year in the first week of October to expedite delivery. Only those vehicles approved during the budget process shall be purchased.

All accidents involving County vehicles and equipment must be reported to the Risk and Safety Coordinator in Human Resources to ensure appropriate claims processing, including any corrective action taken. Vehicles removed from service are reported on the Court agenda and accident reports are sent to the court when applicable. Also, new vehicles, equipment, and

buildings must be reported to the Risk and Safety Coordinator immediately in order to ensure that proper insurance coverage is in place.

VIII. CELL PHONE POLICY

Williamson County may purchase/lease cell phones for departments in the county that deal with sensitive data or for security reasons, example law enforcement, and provide cell phone service for individual use. The departments should have this money approved and budgeted in line item 004209. For the majority of County employees, a Stipend Policy has been implemented and is laid out below. These dollars are approved and budgeted in line item 001109.

Procedures for the Stipend Policy

1. Each department head or elected official will identify who they require to maintain a cell phone account in order to conduct official county business. Only regular full-time employees and department heads will be allowed a stipend. The funds for cell phone stipends must be submitted and approved as part of each department's annual budget process.

2. Seven levels of cell phone stipends will be established:

$10.00 Per Month – ($5.00 per pmt)
$15.00 Per Month - ($7.50 per pmt)
$20.00 Per Month – ($10.00 per pmt)
$25.00 Per Month – ($12.50 per pmt)
$30.00 Per Month – ($15.00 per pmt)
$35.00 Per Month – ($17.50 per pmt)
$40.00 Per Month – ($20.00 per pmt)

3. Stipends will be paid semi-monthly for each approved employee or department head (will not be included on the third paycheck that is received twice each year). The cell phone stipend shall be removed by the department whenever an employee is on Administrative Leave with pay.

4. The cell phone stipend is considered supplemental income subject to IRS taxes and reporting requirements and will be processed through Payroll and will be included in the employee's gross income. Retirement contributions will also be deducted and matched in accordance with TCDRS.

5. Expenditures over the allowed stipend will not be reimbursed.

6. An approved cell phone stipend will not follow an employee if the employee changes positions.

7. Each department head or elected official is responsible for verifying and monitoring that their employees receiving a cell phone stipend have obtained the required service. Disciplinary action up to and including termination may result in an employee who receives a stipend and does not provide their department head or elected official with the proper documentation of cell phone service, if requested. Each department will maintain a list of cell phone numbers for those individuals with stipends for audit purposes.

8. To minimize the risk of incurring unpaid time worked, Offices and Departments should carefully monitor phone and e-mail access outside of scheduled time worked for non-exempt employees. Failure to comply with this policy may result in termination.

IX. COMMISSIONERS COURT

This order designates the Commissioners Court will meet on Tuesdays each month.

WHEREUPON MOTION MADE AND SECONDED, the ORDER ADOPTING THE AMENDED WILLIAMSON COUNTY BUDGET ORDER was passed on a vote of 5 for, and 0 against on the ____ of July 2022.

This ORDER being adopted, the County Judge is authorized to sign the ORDER and the County Clerk is instructed to record the ORDER and the Budget in the official minutes of the Commissioners Court.

Attest:

_____	_____
Bill Gravell, County Judge	Nancy E. Rister, County Clerk

STATE OF TEXAS
COUNTY OF WILLIAMSON
AN ORDER ADOPTING THE 2022/2023 COUNTY BUDGET

WHEREAS, the Williamson County Commissioners Court is authorized and required to adopt an annual budget for all Williamson County officials and their departments after due consideration;

WHEREAS, the Williamson County Commissioners Court did invite and encourage public participation from county officers, precinct officers, department heads, and the general public, as to the various needs of the citizens of Williamson County for the fiscal year 2022/2023;

WHEREAS, the Williamson County Commissioners Court, after a full discussion of the needs, did make changes in the proposed budget filed by the County Judge in accordance with law; NOW

THEREFORE, BE IT ORDERED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT that the proposed budget filed by the County Budget Officer and amended by the Commissioners Court be adopted with the following provisions:

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2. The number of employee positions established and authorized for each official and/or department, the maximum allowable salary for each position, and the job titles are reflected in the annual approved county budget filed with the County Clerk.

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The established holiday schedule for paid holidays for the 2022/2023 budget year is as follows:

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President's Day	Monday	February 20, 2023
Good Friday	Friday	April 7, 2023
Memorial Day	Monday	May 29, 2023
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Independence Holiday July 4, 2023	~~Monday~~	~~July 3, 2023~~Tuesday
Labor Day	Monday	September 4, 2023

See Addendum: The Williamson County Employee Policy Manual (December 15, 2020). Contains the policies for employee usage of paid holiday time as well as other policies affecting payroll related matters.

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Williamson County recognizes the following supplemental pay additives. The departments/offices are responsible for ensuring that the employees selected meet all of the requirements established by their offices. In the event an employee separates from Williamson County's employment, any supplemental pay will be calculated through the last day worked. Please note that total amounts may not be exact due to the rounding within our systems.

1. Field Training Officer Pay (FTO) –Designated positions listed below will be paid ~~$150~~ per month:~~.~~

Sheriff's Office – Maximum of 19 positions, including two CID, $150
Corrections – Maximum of 3224 positions, $150
Emergency Medical Services – Maximum of 20 positions, $175
~~**Mobile Outreach Team** – Maximum of 2 positions~~

Commented [AS1]: Per Commissioners Court vote on 7-12-22

Commented [AS2]: Per Audit and Budget, this language is needed to clarify how monthly and weekly payments are paid out upon separation with Williamson County.

Commented [AS3]: Per Chief Pokluda, due to the number of vacancies and applicants, there are not enough FTOs to provide proper training. Per Rebecca Clemons, these 8 additional FTOs will only be recommended through FY23.

Commented [AS4]: Mike Knipstein is requesting an increase to $175. The last increase was in 2014 and this increase would bring Williamson County EMS in line with the Austin/Travis County EMS FTO stipend. Over the years more responsibility has been placed on the FTO position related to increased number of new hires.

~~Maximum of 1 position to train medical students for 6 months~~

Commented [AS5]: Removed per Rebecca Clemons due to termination of this department.

2. Supplemental Pay - Designated positions will be paid amount listed per month.

Sheriff's Office – Maximum of 10 positions for CIT at $250 per month
- Maximum of 32 positions for Detectives at $350 per month

Corrections – Maximum of ~~16~~ 20 positions for Bailiff at $250 per month
Maximum of 2 positions for Detective at $350 per month.
Maximum of 4 positions for Lead Control Room Officer at $250 per month
Maximum of 1 position for Paramedic at $700 per month

Commented [AS6]: Per Ashlie Holladay, due to the addition of the new courts, the SO requested 6 new bailiff positions but, the Budget Office is recommending 4 new bailiff positions..

3. Training Specialist Supplemental Pay - Designated positions will be paid $100 per pay period.

Emergency Communications – Maximum of 16 positions

4. On-Call Pay – Specific positions listed below are classified as eligible for on-call pay due to the demand for after hour services. ~~All District Attorney positions are to be paid by the District Attorney's Asset Forfeiture Funds.~~

Commented [AS7]: The DA's Office is asking that the on-call pay be paid out of the General Fund due to lack of funds in the DA Asset Forfeiture Funds. (Per Ronnie Simek, Office Administrator)

Commented [AS8R7]:

District Attorney's Office – Maximum of 1 Asst. District Attorney, $600 per week
Facilities Maintenance – Maximum of 2 non-exempt positions, $100 per week
Technology Services – Maximum of 1 position, $200 per week
Emergency Management – Maximum of 1 non-exempt position, $100 per week
Sheriff's Office – Maximum of 2 Detectives, $100 per week
Maximum of 1 Sergeant, $100 per week
Maximum of 1 Crime Scene, $100 per week
Maximum of 1 Animal Control Officer, $100 per week
Maximum of 1 Livestock Deputy, $100 per week
Maximum of 1 Victims Assistance, $100 per week
Corrections - Maximum of 4 Commissioned Corrections Officers, $100 per week

5. Board Certification by the Texas Board of Legal Specialization Supplemental Pay - This supplement is paid by the office listed below to all attorneys who maintain certification by the Texas Board of Legal Specialization.

District Attorney – Maximum of 18 positions, $5,000 per employee to be paid equally over 26 pay periods ~~out of the District Attorney Asset Forfeiture Fund~~

Commented [AS9]: The DA's Office is asking that the board certification pay be paid out of the General Fund due to lack of funds in the DA Asset Forfeiture Funds. (Per Ronnie Simek, Office Administrator)

6. Board Supplements – Designated positions will be paid for serving on a specific board(s).

Juvenile Board – County Judge and District Judges (~~5~~6), $400 per month.
~~**Judicial Board** – Maximum of 1 position in the Magistrate Office, $2500 per year, paid equally over 26 pay periods.~~

Commented [AS10]: Due to addition of new District Court (Ashlie Holladay)

Commented [AS11]: Removed per Ashlie Holladay and Julie Kiley due to adjustment to pay in lieu of stipend or supplement.

7. County Supplements – Williamson County portion of elected state positions.

District Attorney – 1 position, $18,000, paid equally over 26 pay periods
District Judges – ~~6~~5 positions, $13,200 per year, paid equally over 26 pay periods.

Commented [AS12]: Due to addition of new District Court (Ashlie Holladay)

8. Court Admin Supplement – Paid to the Court Admin of the presiding District Judge, for additional duties. 1 position, $5,500 per year, paid equally over 26 pay periods.

~~9. Senior Associate Judge Stipend – A Judge, designated by the District and County Court at Law Judges, who oversees Pre-Trial Services shall receive a stipend of $2,500, paid equally over 26 pay periods.~~

Commented [AS13]: Removed per Ashlie Holladay and Julie Kiley due to adjustment to pay in lieu of stipend or supplement.

IV. CATASTROPHIC EVENT PAY

PURPOSE

Establish a policy for Williamson County setting forth the compensation of exempt and non-exempt employees for an activation of the Williamson County Emergency Operation Plan during a declared disaster, catastrophic event, or qualifying event. Nothing in this policy shall be construed as changing the "at will" status of any person employed by Williamson County.

BACKGROUND

Williamson County will compensate those essential employees who are required to work outside of their normal work schedule when assisting in the management of a local qualifying event, or when necessary to assist other agencies in managing events outside of the local jurisdiction. Examples of qualifying events include, but are not limited to, the following:

A. Certain catastrophic local events including, but not limited to: floods, hurricanes, tornados, and other Acts of God, nuclear, chemical, and biological emergencies, terrorist attack(s), or any other emergency declared by a federal, state or local authority.

B. When assigned to support an event, internal or external, to the County's jurisdiction; For personnel assigned and deployed to select teams, including, but not limited to: Williamson County Emergency Operations Center and Local, Regional, State and Federal Deployments.

POLICY

1. **Non-exempt Compensation**

Any non-exempt employee who is recalled to duty during a catastrophic event, who works in- excess of forty (40) hours in a work week, or 86-hours in the pay period for those on the law enforcement pay plan, will be paid overtime for additional hours worked. Note that the general rules of compensable time apply to work performed

under the circumstances covered by this policy. Refer to the Williamson County Handbook or contact Human Resources if you have questions about what is considered compensable time.

2. **Exempt Compensation**
At the Commissioners Court discretion, any salaried exempt employee who is required to work hours in-excess of their normal work schedule (eighty hours in a pay period) during a declared disaster, Catastrophic Event, or qualifying event as outlined in this procedure may be compensated during the declaration period at a determined hourly rate. Only pay periods with hours worked that equal or exceed 88 hours and at least 8 hours for the event, should be submitted for possible compensation.

V. FINANCIAL POLICIES

1. **Fund Balance Policy:** Williamson County recognizes the financial importance of maintaining an appropriate level of Unassigned Fund Balance. A formalized Fund Balance Policy demonstrates to the taxpayer fiscal prudence and the ability to meet its obligations in a timely manner. Independent financial analysts rate the county's financial stability. The county's credit strength and strong management control reported by these analysts is, in part, a result of this Fund Balance Policy.

Williamson County will maintain reservations of Fund Balance, in accordance with Governmental Accounting and Financial Standards Board Statement No. 54, Fund Balance Reporting and Governmental Fund Type Definitions. This Policy shall only apply to the County's governmental funds. Fund Balance shall be composed of non-spendable, restricted, committed, assigned and unassigned amounts.

2. **General Fund:** Unassigned Fund Balance represents the difference between assets and liabilities that is available for appropriation.

Williamson County will maintain an appropriate level of Unassigned Fund Balance in the General Fund to protect against a reduction of services due to temporary revenue shortfalls or unexpected one-time expenditures. It also helps to ensure stable tax rates. The level of Unassigned Fund Balance for the General Fund shall not be less than 35% of total General Fund budgeted expenditures.

The goal of each year's budget process will be to adopt a budget that maintains compliance with the General Fund Unassigned Fund Balance Policy. If it is determined there is a surplus (an amount exceeding the target limit), the funds may be designated or appropriated for the following, including, but not limited to:

- Tax rate stabilization.
- Only one-time, non-recurring expenditures, such as capital improvement needs.
- Address any shortfall in related funds, i.e. Road and Bridge Fund.
- Reduction of debt; to include capital leases.

If it is determined there is a deficit (an amount below the lower limit), the County must develop a plan to rebuild the Unassigned Fund Balance to 35%.

3. **Tobacco Fund:** The initial distribution of Williamson County's share of the settlement established the fund in 1999. Revenues to the fund consist of interest income and the annual distribution by the state of the state trust earnings. To ensure continuation of the fund, the Williamson County Commissioners Court has designated the portion of fund balance representing the amount of the original settlement ($2.5M). Designation means that this amount, or "principal" balance, cannot be expended. In addition to the original settlement amount, each year, 20% of the revenues from both interest income and the annual distribution from the state will be added to the designated fund balance in order to allow the fund to grow over time. Only 80% of revenues earned from interest and the earnings distributed annually by the state will be budgeted and expended. When determining the next year's budget, the amount available to expend will be calculated using actual revenue and interest revenue amounts from May 1st of the previous year to April 30th of the current year. Any unspent funds at the end of the fiscal year will be available to budget in the next year. If Tobacco Fund expenditures are budgeted to offset expenditures in other funds, the actual program cost to the other Funds will be determined prior to transferring in any dollars from the Tobacco Fund. This available balance will be tracked annually by the County Auditor's office.

4. **Self-Insured Health Plan Fund Policy**: Unassigned Fund Balance represents the difference between assets and liabilities that is available for appropriation. Williamson County will maintain an appropriate level of Unassigned Fund Balance in the Benefits Fund to protect against an inability to pay for claims and administration associated with the self- insured health plan due to temporary revenue shortfalls. It also helps to ensure stable employer and employee contribution rates.

The Self-Funded Health Plan Fund currently has a "goal of reaching and maintaining 25% of expected claims". The goal of each year's budget process will be to endeavor to adopt a budget that maintains compliance with the Benefits Fund Unassigned Fund Balance Policy.

If it is determined there is a surplus (an amount exceeding the target limit), the funds may be designated or appropriated for contribution rate stabilization.

If it is determined there is a deficit (an amount below the lower limit), the County may develop a plan to rebuild the Unassigned Fund Balance to 25% of expected claims.

5. **Radio Communication Systems (RCS) Fund Policy:** Unassigned Fund Balance represents the difference between assets and liabilities that is available for appropriation. Williamson County will maintain an appropriate level of Unassigned Fund Balance in the Radio Communications Systems Fund to protect against unforeseen operating issues. These unforeseen issues can result from environmental or project related items. It also helps to ensure stable radio user fees for the user community.

The Radio Communication Systems Fund has a "goal of reaching and maintaining 30% of total Radio Communication Systems expenditure budget.

If it is determined there is a surplus (an amount exceeding the target limit), the funds may be designated or appropriated for:

- Only one-time, non-recurring expenditures, such as tower improvements
- Fee stabilization

If it is determined there is a deficit, the Radio Communication Systems Board will develop and recommend a plan to the County to rebuild the Unassigned Fund Balance to 30%.

Use and Distribution of Specific Special Revenue Funds and Accounts

6. **Child Safety Fund:** – This fund is used to deposit a $1.50 fee collected on each vehicle registration and court costs collected by justice, county, or district courts for violations that occur within a school-crossing zone of $25 per violation. This fund is used to provide a school crossing guard program and/or programs designed to enhance child safety, health, or nutrition. The Commissioners Court, by an order adopted in October 2010, has directed these funds to be distributed in the following manner: 10% of Total Collections less an administrative fee shall be distributed to the Williamson County's Children's Advocacy Center. The remainder shall be distributed to the school districts on a pro rata basis based on attendance. These funds will be distributed annually after the close of the prior fiscal year.

7. **School Fund:** Williamson County maintains a working interest ownership in two natural gas producing properties located on what was formerly county-owned property. The mineral rights that have been retained are designated to be distributed to school districts within the county based on the number of students who reside in the county. This distribution will occur annually at the close of each fiscal year and will coincide with the distribution of the Child Safety Fund proceeds.

8. **Employee Fund**: The Employee fund is used to deposit ~~created with~~ proceeds collected from Williamson County's vending machine contract. Use of these funds must be **pre-approved** by the County Judge.

Commented [AS14]: Grammar suggestion by Joy Simonton

Commented [AS15]: Language "used to deposit" suggested by Julie Kiley

These funds may be used for the following purposes:

a) To offset the cost of county employee events
b) Flowers for the death of a county employee only
c) An award or plaque upon retirement for employee recognition. All purchases must display (i.e. engraving) information regarding the purpose of the employee recognition. (Purchasing guidelines must be adhered to):
    i. The employee must be vested (8 years of service)
    ii. $60.00 allowed for employees with up to 15 years of service
    iii. $120.00 allowed for employees with over 15 years of service
d) Employee recognition events and programs
e) Maximum of $300.00 allowed towards a reception/light refreshments for the retirement or departure of an:
    i. Elected Official serving in his/her capacity for at least 1 term
    ii. Department Head who must be vested (8 years of service)
    iii. Employee with 20 years of service or more

No reimbursement of sales tax will be allowed.
The amount allowed for use may never exceed the actual balance in the fund.

9. **WM-City of Hutto and Hutto ISD Fund**: The WM-City of Hutto and Hutto ISD Fund consists of proceeds paid by Waste Management annually. Per the agreement, these funds represent 2% of the Tip Fee and are to be expended for the benefit of the City of Hutto and Hutto ISD. The expenditures are at the County's sole option. The annual distribution will be allocated 50% to the City of Hutto and 50% to Hutto ISD. Each entity is required to request any disbursements from the fund.

10. **Williamson County Community Facility Fund:** This fund consists of fees collected through the Williamson County Landfill. Community organizations, groups, and individuals may submit a funding request to the Williamson County Commissioners Court for the construction, improvement, or remodel of community facilities located in Williamson County that serve a public purpose.

~~11. **Use of Flex Funding Account for Mental Health Mobile Outreach Team:** In order to mitigate the incidence of public mental health crisis and save the taxpayers from spending additional funds on costs that could otherwise be limited for *public* health-related services, the Williamson County Commissioners Court finds there is compelling need to establish and authorize the use of a mental health Flex Funding Account by the Mobile Outreach Team.~~

~~Therefore, pursuant to the Texas Local Government Code, § 111.068(b) (citing the "interest of the tax payers" in budget matters), the Texas Health and Safety Code, § 121.003(a) (authorizing commissioners court to "enforce any law that is reasonably necessary to protect the public health."), and the common law granting the County authority to regulate the public health and safety, the Williamson County Commissioners Court approves the Mental Health Mobile Outreach Team Flex Funding Account. Typical Flex Funding expenditures may include, but are not limited to transportation vouchers, payment for medical appointments, medication/pharmacy vouchers/payments, payment for therapy sessions (short to mid-term), food and motel vouchers, payment toward utility or other essential household bills. The Mobile Outreach Team has Policies and Procedures to ensure compliance with this policy. The fund is subject to further oversight, including, but not limited to, auditing by the Williamson County Auditor's Office.~~

Commented [AS16]: The last remaining MOT employee may have need for Flex Funding and, therefore, this section requires further discussion by the Court.

12. **Financial – General Procedures**

a) Any mailings sent by a county department or official using county funds must be in furtherance of legitimate county business and must comply with all state ethics rules and other laws and regulations.

b) All county meetings should be held in county facilities whenever feasible and such facilities are available. If the county meeting space is not available, other publicly owned facilities, such as those owned by cities, utility districts, or school districts, should be utilized as the rental of these facilities is often at little or no cost.

~~b) Transfer of funds **out** of the following line items will not be allowed:~~

~~i) Training~~
~~ii) Gasoline~~
~~iii) Cell Phones~~

~~iv) RCS Radio Fees~~

~~f) Transfer of funds **into** any of the above line items may be allowed.~~
~~g) Transfer of funds out of, within, or to the following line items will not be allowed, with the exception of line item 1107/Temp Seasonal:~~

~~ix) Salaries- This pertains to salary line items that are budgeted based on position control. This includes object codes 1100, 1101, and 1105. Line item transfers between 8000 accounts and salary lines for the purpose of merit money +allocation/re-allocation are permissible and will be placed on the agenda for Commissioners Court approval/review.~~
~~x)~~i) ~~Fringe Benefits.~~

Commented [AS17]: Moved to Budget Policy per Ashlie Holladay

c) All recruitment items purchased must comply with Article III, section 52 of the Texas Constitution. Thus, the predominant purpose of any expenditures on recruitment materials must be to accomplish a "direct" public purpose and be in compliance with the provisions of this policy in order to ensure that Williamson County receives a return of public benefit from said expenditures. Williamson County recognizes the need to identify, recruit and hire qualified employees.

i) Funds for recruitment items must be approved during the annual budget process.
ii) Items must not state the name of any individual, but instead the name of the county and/or department or office.
iii) "Give way" items such as pens, pencils, etc. should not exceed $2.00 per item.

All purchases must follow procurement guidelines.

VI. PURCHASING – GENERAL PROCEDURES

1. Williamson County adheres to Texas Local Government Code and Williamson County Purchasing Policy. Williamson County Purchasing and Procurement Card (P-Card) policies are intended to provide consistent procedures for the acquisition of materials, supplies, and services required by Williamson County. The responsibility to adhere to all Purchasing and P-Card policies rests with the employee, supervisor, department head, or elected officials who certifies conformance to them.

Commented [AS18]: Clarifying sentence added by Joy Simonton

2. The Williamson County Purchasing Manual, P-Card Manual, as well as other more detailed information directing specific purchasing procedures and processes, can be located on the SharePoint Purchasing Portal at: *https://wilco365.sharepoint.com/purchasingportal.*

Commented [AS19]: Addition by Joy Simonton

This site provides county departments access to:

a. Policies, Procedures and Manuals
b. Training Materials
c. Forms
d. Guides and other tools to assist in the purchasing process

3. The County Auditor's Office will audit P-Card Expense Reports monthly. Cardholder infractions will be addressed and may result in disciplinary action as recommended by the Purchasing Department and the County Auditor's Office. Actions may include:

Commented [AS20]: Language added by Joy Simonton

a. Retraining
b. Reduction of credit limits
c. Suspension of account

Theft, fraud or intentional policy violations may result in permanent closure of account or termination of employment, based on severity of violation.

4. Any questions related to compliance with intent of county Purchasing Policies should be directed to the Purchasing Department prior to making a purchase.

http://www.wilco.org/CountyDepartments/Purchasing

VII. COUNTY VEHICLES

1. It is prohibited by law to utilize county owned vehicles for personal use. Any county employee that resides outside the county and utilizes a county owned vehicle during their workday, is required to return that vehicle to their primary work location following their assigned work shift. Elected Officials or Senior Directors may grant an employee the ability to take a County vehicle home for a specific occasion or an event, if it is in the business interest of the County to do so.

The following is an all-inclusive list of positions that may be required to respond to emergencies outside of their normal work assignments, and may, with the concurrence of their department head or elected official, take a county vehicle to their residence, within Williamson County, at the end of their shift to allow them to respond as required.

a) The Sheriff and paid law enforcement as follows: Sheriff's Patrol Deputies, Sheriff's Detectives, on call Crime Scene Technician, on call Animal Control Officers, Sergeants, Lieutenants, Commander and Chiefs
b) Each Constable and Deputy Constables
c) Investigators in the District Attorney and County Attorneys offices
d) Two on call maintenance employees designated by the Maintenance Division Director
e) Division Commanders, and Operation Commander(s) approved by EMS Director
f) The Fire Marshal Special Operations Chief, Asst. Fire Marshal, Special Operations Asst. Chief, and On Call Hazmat Special Operations Captain, when on call
g) The Assistant County Engineer for Maintenance Operations, the Director of Field Operations, (9) Senior Foremen and Foreman
h) The Director of Emergency Management and the Deputy Director of Emergency Management
i) The Wireless Communications Tower Technician

The Senior Director of Emergency Services and the Sheriff have the discretion to assign a vehicle to an appropriate member of their department to facilitate a specific response to emergency scenes or events, on a case by case basis, where the resources are requested and needed. This shall only be done in times of high risk, high probability events, or during scheduled special "large scale" events where response is likely. This assignment shall be tracked and reported to the Commissioners Court.

The following list has been grandfathered by the court, will not be expanded, unless approved by the Commissioners Court, and shall show significant decreases in each budget year until phased out.

Sheriff's Office
S. Zion
D. Garrett

Constable Office Pct. 2
S. Holt

Emergency Services
~~R. Williams~~
~~M. Reyna~~
~~H. Clark~~
T. ~~Allen~~Huntley
~~I. Oyedokun~~

Commented [AS21]: Per Julie Kiley, deleted individuals no longer work with the County; T. Allen has a name change to Huntley. This employee is the last remaining MOT employee. She is being supervised by the Sheriff's Office but paid out of the Tobacco Fund. Need Commissioners Court guidance on where to put this position.

The following list has been exempted from the out of county policy for take home vehicles by the court.

Sheriff's Office
W. Steffen
J. Sapien
J. Helm
J. Guinn
J. Foster

County vehicles assigned to departments or individuals that are not take-home vehicles, shall be returned and parked at the end of each workday at the facility where the primary office is located. It is expressly forbidden under this order for any county vehicle to be used for personal use at any time.

2. A County Fleet Committee will review fleet policies and purchase~~s~~ requests and make recommendations for budgeting purposes. This committee will consist of one representative from each Constable's Office, the Budget Office, Emergency Services, Fleet Department, Human Resources, Infrastructure, Purchasing, and the Sheriff's Office. The Auditor's Office is a non-voting member. The Purchasing Department shall coordinate the annual vehicle solicitation each summer with the goal of issuing all vehicle purchase orders for the upcoming fiscal year in the first week of October to expedite delivery. Only those vehicles approved during the budget process shall be purchased.

Commented [AS22]: Additional language recommended by Joy Simonton

All accidents involving County vehicles and equipment must be reported to the Risk and Safety Coordinator in Human Resources to ensure appropriate claims processing, including any corrective action taken. Vehicles removed from service are reported on the Court agenda and accident reports are sent to the court when applicable. Also, new vehicles, equipment, and buildings must be reported to the Risk and Safety Coordinator immediately in order to ensure that proper insurance coverage is in place.

VIII. CELL PHONE POLICY

Williamson County may purchase/lease cell phones for departments in the county that deal with sensitive data or for security reasons, example law enforcement, and provide cell phone service for individual use. The departments should have this money approved and budgeted in line item 004209. For the majority of County employees, a Stipend Policy has been implemented and is laid out below. These dollars are approved and budgeted in line item 001109.

Procedures for the Stipend Policy

1. Each department head or elected official will identify who they require to maintain a cell phone account in order to conduct official county business. Only regular full-time employees and department heads will be allowed a stipend. The funds for cell phone stipends must be submitted and approved as part of each department's annual budget process.

2. Seven levels of cell phone stipends will be established:

$10.00 Per Month – ($5.00 per pmt)
$15.00 Per Month - ($7.50 per pmt)
$20.00 Per Month – ($10.00 per pmt)
$25.00 Per Month – ($12.50 per pmt)
$30.00 Per Month – ($15.00 per pmt)
$35.00 Per Month – ($17.50 per pmt)
$40.00 Per Month – ($20.00 per pmt)

3. Stipends will be paid semi-monthly for each approved employee or department head (will not be included on the third paycheck that is received twice each year). The cell phone stipend shall be removed by the department whenever an employee is on Administrative Leave with pay.

4. The cell phone stipend is considered supplemental income subject to IRS taxes and reporting requirements and will be processed through Payroll and will be included in the employee's gross income. Retirement contributions will also be deducted and matched in accordance with TCDRS.

5. Expenditures over the allowed stipend will not be reimbursed.

6. An approved cell phone stipend will not follow an employee if the employee changes positions.

7. Each department head or elected official is responsible for verifying and monitoring that their employees receiving a cell phone stipend have obtained the required service. Disciplinary action up to and including termination may result in an employee who receives a stipend and

does not provide their department head or elected official with the proper documentation of cell phone service, if requested. Each department will maintain a list of cell phone numbers for those individuals with stipends for audit purposes.

8. To minimize the risk of incurring unpaid time worked, Offices and Departments should carefully monitor phone and e-mail access outside of scheduled time worked for non-exempt employees. Failure to comply with this policy may result in termination.

IX. COMMISSIONERS COURT

This order designates the Commissioners Court will meet on Tuesdays each month.

WHEREUPON MOTION MADE AND SECONDED, the ORDER ADOPTING THE AMENDED WILLIAMSON COUNTY BUDGET ORDER was passed on a vote of 5 for, and 0 against on the ____ of July 2022.

This ORDER being adopted, the County Judge is authorized to sign the ORDER and the County Clerk is instructed to record the ORDER and the Budget in the official minutes of the Commissioners Court.

Attest:

_____	_____
Bill Gravell, County Judge	Nancy E. Rister, County Clerk

Commissioners Court - Regular Session **30.**

Meeting Date: 07/19/2022

salary study 5b

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 approving the position classifications for Salary Study 5b.

Background

This is the list of position classifications to be reviewed in Fall/Winter 2022.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

5bdraft

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	07/13/2022 08:59 AM
Form Started By: Rebecca Clemons		Started On: 07/12/2022 10:16 AM
Final Approval Date: 07/13/2022		

PROPOSED POSITION CLASSIFICATIONS
SALARY STUDY 5B | Williamson County Human Resources

Total Departments - 7

Total Position Classifications - 55

Total Positions - 96

All District Courts & Wilco Pretrial Services

Position	Grade	Min	Max	Number of Positions
Pretrial Court Svc Director	B.38	$93,528.96	$140,293.45	1
Dir of District Court Admin	B.40	$103,187.76	$154,781.64	1

Commissioners Court

Position	Grade	Min	Max	Number of Positions
Asst to General Counsel	B.38	$93,528.96	$140,293.45	2
Economic & General Counsel	B.43	$119,452.60	$179,178.91	1

Corrections

Position	Grade	Min	Max	Number of Positions
Educational Coordinator	B.28	$57,073.26	$85,609.89	1

County Attorney

Position	Grade	Min	Max	Number of Positions
CA Legal Asst I	B.18	$34,785.30	$52,177.95	5
Sr Administrative Spec	B.18	$34,785.30	$52,177.95	1
CA Legal Assistant II	B.20	$38,393.71	$57,590.57	1
CA Legal Assistant	B.20	$38,393.71	$57,590.57	2
CA Legal Asst II	B.20	$38,393.71	$57,590.57	4
CA Legal Asst	B.20	$38,393.71	$57,590.57	1
CA Victim Advocate	B.20	$38,393.71	$57,590.57	3
Legal Specialist	B.20	$38,393.71	$57,590.57	1
CA Chief Legal Assistant	B.23	$44,542.11	$66,813.16	1
CA Evidence Tech	B.23	$44,542.11	$66,813.16	2
Chf Victim Advocate Coord	B.23	$44,542.11	$66,813.16	1
CA Evidence Tech II	B.24	$46,781.24	$70,171.86	1
CA Chief Office Admin	B.27	$54,299.76	$81,449.65	1
CA Civil Div Office Admin	B.27	$54,299.76	$81,449.65	1
CA Evidence Director	B.30	$63,021.37	$94,532.06	1
CA Intake Prosecutor	B.30	$63,021.37	$94,532.06	2
CA Criminal Prosecutor II	B.32	$69,570.60	$104,355.91	4
CA 1st Chair Prosecutor	B.35	$80,664.58	$120,996.88	2
CA Chief Intake Attorney	B.35	$80,664.58	$120,996.88	1
CA Investigator Chief	B.35	$80,664.58	$120,996.88	1
CA Lead Criminal Prosecutor	B.35	$80,664.58	$120,996.88	1
CA Civil Attorney	B.36	$84,741.16	$127,111.75	1
CA Fam Justice Atty III	B.36	$84,741.16	$127,111.75	3
CA Juv Prosecutor	B.36	$84,741.16	$127,111.75	1
CA Criminal Director	B.37	$89,018.31	$133,527.46	3
CA Chief Fam Atty	B.38	$93,528.96	$140,293.45	1
CA Chief Juv Prosecutor	B.38	$93,528.96	$140,293.45	1
CA Chief Civil Attorney	B.39	$98,274.27	$147,411.41	1
CA Criminal Court Chief	B.39	$98,274.27	$147,411.41	1
CA First Asst	B.42	$113,764.14	$170,646.21	1

District Attorney

Position	Grade	Min	Max	Number of Positions
Legal Specialist	B.19	$36,556.27	$54,834.41	1
DA Legal Assistant II	B.22	$42,370.30	$63,555.45	3
DA Victim Asst Coord	B.22	$42,370.30	$63,555.45	2
DA Legal Assistant III	B.23	$44,542.11	$66,813.16	3
DA Lead Victim Asst Coord	B.24	$46,781.24	$70,171.86	1
DA Legal Assistant IV	B.25	$49,153.90	$73,730.85	4
DA Office Admin	B.27	$54,299.76	$81,449.65	1
DA Chief Office Admin	B.29	$59,980.56	$89,970.83	1
DA Evidence Coordinator	B.30	$63,021.37	$94,532.06	1
DA Felony Prosecutor I	B.36	$84,741.16	$127,111.75	5
DA Chief Investigator	B.37	$89,018.31	$133,527.46	1
DA Felony Prosecutor II	B.37	$89,018.31	$133,527.46	6
DA Felony Prosecutor III	B.39	$98,274.27	$147,411.41	4
DA Appellate Div Chief	B.43	$119,452.60	$179,178.91	1
DA Civil Division Chief	B.43	$119,452.60	$179,178.91	1
DA Intake Div Chief	B.43	$119,452.60	$179,178.91	1
DA Trial Division Chief	B.43	$119,452.60	$179,178.91	1
DA First Assistant	B.45	$131,696.55	$197,544.82	1

Emergency Services

Position	Grade	Min	Max	Number of Positions
Project Manager	B.31	$66,195.42	$99,293.13	1

Facilities Management

Position	Grade	Min	Max	Number of Positions
County Architect	B.38	$93,528.96	$140,293.45	1

Commissioners Court - Regular Session **31.**

Meeting Date: 07/19/2022

Bluebonnet Trails ILA

Submitted For: Cynthia Long **Submitted By:** Kathy Pierce, Commissioner Pct. #2

Department: Commissioner Pct. #2

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a First Amended and Restated Agreement for Crisis Services by and between Williamson County and Bluebonnet Trails Community MHMR Center D/B/A Bluebonnet Trails Community Services to address coordination of crisis services in Williamson County, Texas.

Background

The update to the Interlocal agreement with Bluebonnet Trails will allow Williamson County EMS - Community Health Paramedicine program to coordinate with Bluebonnet Trails to provide services and assistance to individuals with substance use issues. There is no cost for Bluebonnet to provide this service. A signed copy of the agreement is attached. Hal Hawes has reviewed the agreement and provided the agenda language.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Signed Interlocal Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	07/14/2022 10:30 AM
Form Started By: Kathy Pierce		Started On: 07/14/2022 09:25 AM
Final Approval Date: 07/14/2022		

FIRST AMENDED
AND RESTATED
WILLIAMSON COUNTY
CRISIS SERVICES
INTERLOCAL AGREEMENT

THIS FIRST AMENDED AND RESTATED WILLIAMSON COUNTY CRISIS SERVICES INTERLOCAL AGREEMENT (Agreement) for Crisis Services is made and entered into by and between WILLIAMSON COUNTY, TEXAS (County) and BLUEBONNET TRAILS COMMUNITY MHMR CENTER d/b/a BLUEBONNET TRAILS COMMUNITY SERVICES (BTCS) which are political subdivisions of the State of Texas ("the Parties").

WITNESSETH:

WHEREAS, Texas Government Code, Chapter 791, the Interlocal Cooperation Act provides that any one or more public agencies may contract with each other for the performance of governmental functions and for the joint use of facilities or services for the promotion and protection of the health and welfare of the inhabitants of this State and the mutual benefit of the Parties; and,

WHEREAS, the State of Texas has contracted with Local Mental Health Authorities to ensure provision of emergency mental health services throughout the 254 counties in Texas; and,

WHEREAS, BTCS is the Local Mental Health Authority for Williamson County and is responsible for ensuring access to needed behavioral health services for the citizens of Williamson County under contract for specific services with the state; and,

WHEREAS, the County, under the direction of Williamson County Emergency Services, provides assistance through 911 Dispatch addressing the emergent and urgent needs of callers through a collaborative response; and

WHEREAS, BTCS, as the Local Mental Health Authority for Williamson County provides behavioral health crisis services 24 hours a day in Williamson County; and,

WHEREAS, collaboration between Williamson County Emergency Services, Williamson County Sheriff's Office Crisis Intervention Team (CIT) and BTCS will support the needs of persons accessing 911 Dispatch and law enforcement triage in order to resolve a mental health crisis and ensure continuity of care; and

WHEREAS, the purpose for this agreement is to address coordination of crisis services in the community and conforms to The Health Insurance Portability and Accountability Act of 1996 (HIPAA) to do so; and,

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties agree as follows:

1. TERM OF AGREEMENT

This Agreement shall be effective as of the latest date of the Parties' execution below and

shall continue thereafter in force until December 31, 2022, unless terminated prior to such time in accordance with the termination provision set out herein (the "Initial Term"). Following the Initial Term, this Agreement shall automatically renew for additional terms of One (1) Year each ("Renewal Terms") beginning on October 1st of each year, unless either party terminates this Agreement prior to the expiration of the then existing Initial Term or Renewal Term in accordance with the terms hereof.

2. RESPONSIBILITIES, AGREEMENTS AND OBLIGATIONS OF THE PARTIES

The responsibilities, agreements and obligations of the Parties are outlined in Attachments A, B, C, and D, which are incorporated herein as if copied in full and made a part of this Agreement.

3. CONSIDERATION

The Parties agrees this Agreement is supported by adequate and valuable consideration; to wit: the mutual benefits received by the Parties from cooperating with one another and providing 24-hour mobile behavioral health services in Williamson County in the interest of the public health and safety of local communities.

4. TERMINATION

A Party to this Agreement has the right to terminate this Agreement by providing written notice to the other Party no less than ninety (90) days prior to the effective date of termination, after satisfying any liabilities (if any) of the withdrawing Party as stated herein.

5. EFFECT ON PRIOR AGREEMENTS

The Parties hereby agree that, upon the commencement of this Agreement, the current and existing Williamson County Mobile Crisis Services Interlocal Agreement between the Parties, being dated effective December 15, 2021 (the "Current Agreement") and any amendments thereto, shall be amended and restated by this Agreement.

6. MISCELLANEOUS

A. SEVERABILITY. The Parties agree that in the event any provision of this Agreement is held by a court of competent jurisdiction to be in contradiction of any laws of the State of Texas, the Parties will immediately rectify the offending portions of this Agreement. The remainder of the Agreement shall be in full force and effect.

B. CONFIDENTIALITY OF INFORMATION. Williamson County and BTCS will maintain the confidentiality of information received pursuant to the performance of this Agreement, including medical records, and information, which discloses information about the identity of any person served, in accordance with applicable federal and state law.

C. BUSINESS ASSOCIATE PROVISIONS. If Williamson County or BTCS receives any individually identifiable health information ("Protected Health Information" or "PHI"), from the other's agents, authorized personnel, employees, representatives and/or staff members of each party, or creates or receives any PHI on behalf of either Party, each Party shall maintain the security and confidentiality of such PHI as required of each Party by applicable laws and regulations, including the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the regulations promulgated thereunder. Without limiting the foregoing:

- Use of PHI. Both Parties shall not use PHI otherwise than as expressly permitted by this agreement, or as required by law. However, both Parties may use PHI for purposes of

managing its internal business processes relating to its functions under this agreement.

- Disclosure of PHI. Both Parties shall not disclose PHI to any other person (other than Williamson County workforce under the supervision of Williamson County's Crisis Intervention Team (CIT), Williamson County Emergency Operations workforce or BTCS workforce), except as approved by each Party in writing. Any such disclosure shall be made only upon written agreement between Williamson County and BTCS, stating that both Parties are bound by the provisions of this section. Both Parties shall not disclose PHI to any member outside of its workforce unless they have advised such person of the Parties obligations under this section, and of the consequences for such person and for the party violating them. Either Party shall take appropriate disciplinary action against any member of its workforce who uses or discloses PHI in contravention of its agreement.
- Safeguards. Both Parties shall use appropriate safeguards to prevent use or disclosure of PHI otherwise than permitted by this agreement. Both Parties shall provide the other with such information concerning such safeguards as either Party may from time to time request, and shall, upon reasonable request, give either Party access for inspection and copying to either Parties' facilities used for the maintenance or processing of PHI, and to its books, records, practices, policies and procedures concerning the use and disclosure of PHI, for the purpose of determining either Parties' compliance with this agreement.
- Accounting/Reporting of Disclosures. Both Parties shall maintain a record of all disclosures of PHI made otherwise than the purposes of this agreement, including the date of the disclosure, the name and, if known, the address of the recipient of the PHI, a brief description of the PHI disclosed, and the purpose of the disclosure. Either Party shall make such record available to the other Party on request. Both Parties shall report to the other Party any unauthorized use or disclosure of PHI by the Party or its workforce, and the remedial action taken or purposed to be taken with respect to such use or disclosure.
- Disclosure to U.S. Department of Health and Human Services. If either Party is required by law to obtain the following undertaking from the other Party, that Party shall make its internal practices, books, and records relating to the use and disclosure of health information received from either Party available to the Subscriber and to the Secretary of the United States Department of Health and Human Services, for the purposes of determining the Covered Entity's compliance with HIPAA.
- Amendment. Upon the enactment of any law or regulation affecting the use or disclosure of PHI, or the publication of any decision of a court of the United States or of this state relating to any such law, or the publication of any interpretive policy or opinion of any governmental agency charged with the enforcement of any such law or regulation, either Party may, by written notice to the other Party, amend this agreement in such manner as either Party determines necessary to comply with such law or regulation. If either Party disagrees with any such amendment, it shall so notify the other Party in writing within thirty (30) days of notice. If the parties are unable to agree on an amendment within thirty (30) days thereafter, either of them may terminate this agreement on written notice to the other.
- Breach, If either Party breaches its obligations under this section, the other Party may, at its option, exercise any of its rights of access and inspection under the above paragraph in this section regarding "Safeguards"; require either Party to submit to a plan of monitoring and reporting, as either Party may determine necessary to maintain compliance with this agreement, and such a plan shall become part of this agreement; terminate this agreement, with or without an opportunity to cure the breach. When appropriate, notification to the

applicable licensure board will be made.

- Procedure upon Termination. Upon termination of this agreement both Parties shall return or destroy all PHI that it maintains in any form, and shall retain no copies of such information or, if the parties agree that return or destruction is not feasible, it shall continue to extend the protections of this agreement to such information, and limit further use of the information to those purposes that make the return or destruction of the information infeasible.

D. INSURANCE. Each Party will be responsible for insuring or self-insuring its own officers and employees.

E. CHOICE OF LAW. This Agreement shall be performable in Williamson County, Texas.

F. AMENDMENT. This Agreement may be amended if agreed upon by the Parties and approved by the governing body of each Party. The Parties agree to review this Agreement at least annually and before each annual budget period.

G. ASSIGNMENT. Except as otherwise provided in this Agreement, the rights and duties of the Parties may not be assigned or delegated without the written consent of all Parties to this Agreement. Any attempt to assign or delegate such rights or duties shall be consistent with the terms of any contracts, resolutions, indemnities, and other obligations of this Agreement. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the Parties. All other existing arrangements between County and BTCS will be honored under this Agreement.

H. NO PERSONAL BENEFIT. No Party intends to benefit any person who is not named as a Party to this Agreement, to assume any special duty to supervise the operations of another Party, to provide for the safety of any specific person or to assume any other duty other than that imposed by general law.

I. NOTICE. Any notice given hereunder shall be in writing, and may be affected by personal delivery, or by registered or certified mail, return receipt requested, at the address of the respective Parties indicated below:

WILLIAMSON COUNTY:
c/o COUNTY JUDGE
710 MAIN STREET
GEORGETOWN, TX 78626

BLUEBONNET TRAILS COMMUNITY SERVICES:
c/o EXECUTIVE DIRECTOR
1009 NORTH GEORGETOWN STREET
ROUND ROCK, TX 78664

Address for notice may be changed at any time by delivering written notice of change to the other Party in accordance with the notice requirements of this section.

J. PARAGRAPH HEADINGS. The various paragraph headings are inserted for convenience of reference only and shall not affect the meaning or interpretation of this Agreement or any section thereof.

K. GOVERNMENTAL IMMUNITY. The Parties do not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity. Each Party shall be responsible for its own employees and the acts of its own employees.

L. COMPLIANCE WITH APPLICABLE LAWS. The Parties hereby agree to comply with all applicable ordinances, laws, rules, regulations and lawful orders of any public authority with jurisdiction.

M. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Parties hereto, and supersedes all their oral and written negotiations, agreements and understandings of every kind. The Parties understand, agree, and declare that no promise, warranty, statement, or representation of any kind whatsoever, which is not expressly stated in this Agreement, has been made by any Party hereto or its officer, employees, or other agents to induce execution of this Agreement.

IN WITNESS WHEREOF, the parties have duly executed and delivered this Agreement effective as of the last party's execution below.

WILLIAMSON COUNTY, TEXAS

By: _____

Printed Name: _____

Title: _____

Date: _____, 20____

BLUEBONNET TRAILS COMMUNITY SERVICES

By: _____

Printed Name: Andrea Richardson

Title: Executive Director

Date: July 12, 2022

Attachment A

CRISIS SERVICES:

RESPONSIBILITIES, AGREEMENTS AND OBLIGATIONS OF THE PARTIES

SCOPE OF SERVICES

1. County 9-1-1 Dispatch and BTCS Crisis Hotline will deploy a BTCS mobile crisis outreach team (MCOT) to provide mobile crisis services 24 hours per day throughout the County; provided, however, the Parties may, by separate agreement, modify or exclude this responsibility based on a separate agreement for mobile crisis outreach services within a specific jurisdiction.

2. Continuity of care following a crisis event will be provided by BTCS to persons enrolled in BTCS outpatient, residential or inpatient services; or, upon consent of the individual, with any identified provider of psychiatric or medical health care for the individual.

3. BTCS will be contacted by first responders, at the discretion of the first responder agency, through the 24-hour crisis hotline at 800-841-1255; through the BTCS mobile crisis Red Phone (512) 701-1982; or through 911 Dispatch. [Refer to Attachment B]

4. BTCS will provide:
   a. behavioral health services at the County's Jail through jail-based coordinators;
   b. coordination of services for justice-involved individuals in Williamson County courts through a court-based coordinator;
   c. mobile crisis outreach services when activated by Williamson County Independent School District personnel; and
   d. crisis behavioral health services in Williamson County hospitals 24 hours per day.

5. BTCS supports the medical practice within the Williamson County Jail with payment of the salary of a Physician Assistant (PA) through a time-limited grant. Specifically, BTCS shall provide $80,000 of the PA's salary and benefits through a Substance Abuse and Mental Health Services Administration (SAMHSA) grant and the delta needed to fund the remainder of the position will be funded by County through ARPA funding.

6. BTCS is responsible for data collection for their hours of crisis service, necessary for behavioral health system operations and improvements. The purpose of the data collection is to inform the practice as well as Commissioners Court and respective leadership of progress and trends related to crisis service delivery in Williamson County.

7. BTCS agrees to participate in scheduled discussions with Williamson County representatives of departments and agencies involved in the crisis services system to review the status and report performance metrics captured as a result of this Agreement in order to ultimately achieve the intent and spirit set out herein. The performance metrics will be defined by agreement with BTCS and County.

8. As defined in their state contract, BTCS will continue to make available to all persons in the community a crisis hotline (800-841-1255) for 24-hour assistance.

9. A key component to the success of meeting performance goals is to educate law enforcement and other stakeholders of the responsibilities identified within Paragraphs 1-5, above. BTCS will work collaboratively with the Williamson County Sheriff's Office and law enforcement on this educational effort.

PAYMENT FOR SERVICES

BTCS is accountable for the ongoing staffing costs of these services as described above. Services requested beyond the scope of this Attachment will be negotiated by County and BTCS and set forth in a written amendment to this Agreement.

Service	Rate
24-Hour Mobile Crisis Services in Community and 24-Hour Crisis Hotline Operation	At no cost to County: Ongoing through BTCS
Non-Crisis-related Services considered to be Welfare Checks on Individuals in Community	At cost to be negotiated by BTCS and County and set forth in a written amendment to this Agreement.
Physician Assistant (PA) employed by Williamson County Jail	A salary amount not to exceed $120,000 per year paid as set out in this Attachment A.
Jail-based care coordination by qualified mental health professionals serving in Williamson County Jail	At no cost to County; Ongoing through BTCS
Court-based services coordination by qualified mental health professional serving in Williamson County Courts	At no cost to County; funded through time-limited federal grant awarded to BTCS ending 09-30-2023

Attachment B

911 DISPATCH – CRISIS CALL DIVERSION: RESPONSIBILITIES, AGREEMENTS AND OBLIGATIONS OF THE PARTIES

SCOPE OF SERVICES

In an effort to de-escalate mental health-related calls to Williamson County 911 Dispatch for the purpose of a timely response; meaningful diversion from deployment of law enforcement and other emergency services; and connection/referral to appropriate care:

1. Williamson County Emergency Services, Williamson County Sheriff's Office and BTCS will design a workflow allowing for 911 Dispatch to access a dedicated BTCS qualified mental health professional (QMHP) to respond to callers indicating a mental health need.

2. Williamson County Sheriff's Office will conduct background checks with fingerprints on potential QMHP applicants to determine if they meet criteria for unescorted badge access into the Williamson County Emergency Operations Center (EOC). The QMHP applicant selected will not be able to access systems or access information derived from Criminal Justice Information Services (CJIS) for their use. QMHP will sign an FBI Security Addendum and take the CJIS Security Awareness Training.

3. BTCS will provide an employee maintaining the credentials as a licensed professional of the healing arts (LPHA) to this partnership with Williamson County Emergency Services at Dispatch for consultation and clinical support to the QMHP.

4. Williamson County Emergency Services and BTCS will:
   a. Develop qualifying questions prompting transfer of a call from 911 Dispatch to the BTCS QMHP.
   b. Identify, collect and report outcome data to understand the impact of the BTCS QMHP at 911 Dispatch as well assess opportunities to fine-tune the workflow and outcome measurement over time.
   c. Partner on training for 911 Dispatch and BTCS staff.
   d. Seek to continually improve the process through collaboration and modification.
   e. Adhere to respective standards, rules and guidelines under which Williamson County Emergency Services and BTCS are individually and collectively obliged.

PAYMENT FOR SERVICES

BTCS is accountable for the ongoing staffing costs of the mental health professionals responding to 911 Dispatch calls. The County assumes the ongoing costs for utilities and maintenance of the space dedicated to the Williamson County Emergency Operations Center:

Service	Rate
Utilities and Maintenance of Emergency Operations Center	At no cost to BTCS: Ongoing through the County
Staffing of BTCS Mental Health Professionals Assigned to 911 Dispatch	At no cost to County: Ongoing through BTCS

Attachment C

RESPONSIBILITIES, AGREEMENTS AND OBLIGATIONS OF THE PARTIES:
23-HOUR OBSERVATION AND LAW ENFORCEMENT TRIAGE PROGRAM

This Attachment C of the Agreement is to establish a secure therapeutic acute care program within an existing facility owned by Williamson County in Georgetown, Texas. The program demonstrates a local partnership between the Williamson County Sheriff's Office, BTCS and partnering Williamson County law enforcement agencies. The purpose of this program, available 24/7 to law enforcement, is to divert persons from unnecessary stays in local emergency rooms while BTCS coordinates an appropriate level of care for adults experiencing acute psychiatric crises thereby allowing law enforcement to expeditiously return to duty in the community. Williamson County supports this effort by co-locating Williamson County Crisis Intervention Team in the building housing the program.

SCOPE OF SERVICES

A. BTCS will establish the 23-Hour Observation and Triage Program in the Lott Building within 3,000 square feet of the Williamson County-owned facility located at 107 Holly Street, Georgetown, Texas 78626. The renovation accommodating the 23-Hour Observation and Triage Center supporting law enforcement officers is made possible through Williamson County CARES Act funding.
B. BTCS will collaborate with the Williamson County Sheriff's Office in designing the admission criteria and curricula serving the needs of the designated population including therapies, medications and education and discharge planning ensuring a seamlessepisode of care, maximizing the use of available resources and plan for the successful return of the individual to their home community and school or transfer to other appropriate care setting.
C. BTCS will coordinate planning with all Williamson County Law Enforcement Agencies accessing the facility, as defined by the admission criteria, in I.B.
D. BTCS will uphold the intent of the Emergency Order GA-8 to isolate and contain the COVID-19 virus in all counties in Texas by using appropriate precautions including, but not limited to, wearingpersonal protective equipment to safely serve during the pandemic.
E. BTCS will provide written reports to the County accounting for the beds supporting admissions, by law enforcement agency. These reports will be provided at a frequency requested by the County and participating law enforcement agencies. Operational procedures and outcomes demonstrated through this program will be shared during the Williamson County Law Enforcement Committee discussions.
F. If requested by County,
    1. BTCS will ensure access to psychiatric services and medications; either in house, or by contractual relationship.
    2. Services will be provided in person and/or via tele-video by BTCS providers.
    3. BTCS will maintain, provide a copy of, and inform the County within five (5) business days ofany changes to all certifications, licensure, or registrations required by law.
    4. BTCS will maintain general and professional liability insurance in the minimum amount of onemillion dollars ($1,000,000) for each occurrence.

PAYMENT FOR SERVICES

BTCS is accountable for the ongoing staffing costs for operation of this program. The County will assume the

ongoing costs for utilities and maintenance of the space dedicated to the 23-Hour Observation and Law Enforcement Triage Program:

Service	Rate
Utilities and Maintenance of 23-Hour Observation and Triage Program Space	At no cost to BTCS: Ongoing through the County
Staffing and Operation of 23-Hour Observation and Triage Program	At no cost to County: Ongoing through BTCS

Attachment D

RESPONSIBILITIES, AGREEMENTS AND OBLIGATIONS OF THE PARTIES:

Williamson County EMS Community Health Paramedicine (WCEMS CHP) and Bluebonnet Trails Community Services (BTCS) Outreach Screening Assessment and Referral (OSAR) and Substance Use Treatment Programs

Task 1: Electronic Health Record (EHR) Review

1. WCEMS CHP will review a naloxone administration report within WCEMS ESO database for the previous day on Monday through Friday (Monday will contain Saturday and Sunday).
2. WCEMS CHP will review each chart from the previous day and submit a list of clients suited for potential intervention via secured shared spreadsheet to BTCS.
3. WCEMS CHP will provide the following information to BTCS:
   a) Client name
   b) Client date of birth
   c) Client address
   d) Client phone number
   e) Address of incident if different from client address
   f) Alternate contact (in the case of a minor or individual with a caretaker or guardian, if obtained in the EHR)
   g) Additional pertinent details regarding the response by EMS that will assist the individual in providing intervention or connecting with the client
   h) Destination hospital
4. The following will be eliminated from referral to BTCS at the discretion of the CHP paramedic reviewing the chart:
   a) Any EHR whose final disposition was “Termination of Resuscitation”;
   b) Any client who after review of chart appeared to have an accidental overdose of a prescribed medication; and
   c) Any client who was given naloxone as part of a treatment protocol, but did not respond to naloxone, indicating that the primary complaint was not due to narcotic ingestion.

Task 2: Referral/Intervention Staffing and Follow-Up Care

1. BTCS will review the list and staff the referrals according to BTCS internal procedures.
2. BTCS may request the assistance of CHP related to chronic medical conditions.
3. BTCS will assess referrals received from CHP for eligibility for any BTCS services; or refer to services provided by other agencies.
4. BTCS may provide brief interventions, education, and naloxone kits as appropriate.
5. BTCS may contact CHP for further information as needed on client referrals.
6. Should the client be referred to an alternate provider and be declined enrollment due to any reason, this client will then be served by BTCS.

Task 3: Accountability and Reporting

1. The following will be gathered for reporting purposes informing the Williamson County Crisis Response Meetings:

a) Number of clients referred by WCEMS CHP;
b) Number of successful contacts by BTCS; and
c) Description of intervention provided by BTCS.

2. Interventions are described as:
   a) Contact made with client
   b) Education provided on overdose protection
   c) Naloxone kit provided
   d) Additional enrollment in BTCS services
   e) Referral to outside intervention services
   f) Medication assisted treatment provided
3. Monthly, the secured shared report will be reviewed by designee from both agencies to address any discrepancies and report to stakeholder members of the Crisis Response Meeting.

Commissioners Court - Regular Session **32.**

Meeting Date: 07/19/2022

ESO Data Use Agreement

Submitted By: Michael Knipstein, EMS

Department: EMS

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving a data use agreement between Williamson County and ESO, Inc.

Background

Williamson County EMS is participating in the Patient Outcome Reporting Tool for emergency medical services (PORTAL) research project. This project aims to understand barriers to evidence-based care for acute coronary syndrome and conduct user-centered design to develop a feedback tool for EMS clinicians. If approved ESO, Inc. would provide de-identified Williamson County EMS data to Vanderbilt University Medical Center as part of the project. There is no cost associated with this agreement and Williamson County feels it is in the public interest to assist with research to improve outcomes. The agreement has been reviewed by Williamson County legal.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	07/12/2022 05:22 PM
County Judge Exec Asst.	Becky Pruitt	07/13/2022 09:02 AM
Form Started By: Michael Knipstein		Started On: 07/12/2022 02:32 PM
Final Approval Date: 07/13/2022		

ESO Research Data Use Agreement

Project Title:	**PORTAL**
Requestor (Investigator):	**Michael Ward, MD**
Requestor Institution:	**Vanderbilt University Medical Center**

The Patient Outcome Reporting Tool for emergency medicAL services (PORTAL) project aims to understand barriers to evidence-based care for acute coronary syndrome and conduct user-centered design to develop a feedback tool for EMS clinicians. This project is funded through an R34 grant by the National Institutes for Health.

As part of this work, the investigators are requesting data from agencies that are participating in the pilot project to create baseline benchmarks and monitor progress throughout the project related to performance for patients with suspected acute coronary syndrome.

In consideration of the access to the Agency's Data Set, the potential public benefits of the PORTAL Project, and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), Agency and ESO agree as follows:

1) Agency hereby grants ESO permission to share a de-identified data set of the Agency's data (Agency Data Set) with the Requestor for the purposes of research and benchmarking with regards to EMS clinical performance for patients with suspected acute coronary syndrome.

2) Neither ESO nor Requestor shall (i) disclose, release, distribute, or deliver the Agency Data Set, or any portion thereof, to any third party, (ii) copy, modify, or create derivative works of the Agency Data Set (except to the extent necessary for the PORTAL Project), (iii) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Agency Data Set, or (iv) use the Agency Data Set in any manner or for any purpose that infringes or otherwise violates any proprietary right of a person, or that violates applicable law.

3) Requestor and Sponsor acknowledge that the Agency Data Set is to be composed of records which have been de-identified in accordance with 45 CFR 164.502(d), and 164.514(a)-(c) of the HIPAA Privacy Rule. Requestor agrees to only accept de-identified data and not attempt to re-identify the data subjects.

4) In the event the Agency Data Set contains one or more narrative fields, Requestor agrees to (i) eliminate proper names and localizing information during the process of removing "extremely infrequent words of word pairs", (ii) remove identifying information from the narrative in any qualitative quotes included in the research analysis or write-up, (iii) redact such fields if they are part of qualitative text that is quoted, and (iv) diligently refrain from divulging any stray identifying information to any third party.

5) Prior to submission of any abstract or manuscript for presentation or publication, Requestor will provide the work to ESO for concurrent review.

6) Termination for Convenience: This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving thirty (30) days written notice thereof.

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

AGENCY:_____
[*printed name of Agency*]

By:_____
[*authorized signature of Agency*]

Name:_____
[*name of person signing for Agency*]

Title:_____
[*title of person signing for Agency*]

Date:_____

ESO SOLUTIONS, INC.

By:_____

Name: J Brent Myers, MD MPH

Title: Chief Medical Officer

Date: July 12, 2022

Commissioners Court - Regular Session **33.**

Meeting Date: 07/19/2022

Award of RFP #22RFSQ55 Strategic Plan Consulting to SBrand Solutions, LLC, County Departments

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 awarding #22RFSQ55 Strategic Plan Consulting to the overall best qualifying firm, SBrand Solutions, LLC, and authorizing execution of the agreement.

Background

The Purchasing Department solicited vendor qualifications for Strategic Plan Consulting Services. Purchasing released over seventy five hundred (7,500) vendor invites for this RFQ. Of those that were notified, four hundred thirteen (413) downloaded documents and eleven (11) submitted their qualifications. Three vendors were shortlisted and interviewed. After considering all pertinent information the committee has concluded that SBrand Solutions, LLC is the most qualified firm to perform the scope of work. IT was included in discussions regarding IT components that may be utilized in the creation and tracking of the strategic plan. Legal and contract audit have reviewed the Professional Services Agreement (PSA). The PSA includes exhibits outlining the Scope of Services, Rate Schedule & Calendar, and the County's Vendor Reimbursement Policy. The maximum amount payable under this agreement is $150,000. This expenditure will be charged to FY22 01.0100.0409.004100. Point of contact is Purchasing Agent, Joy Simonton.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Professional Services Agreement
Exhibit A
Exhibit B
22RFSQ55 Score Sheet
Recommendation Memo
1-SBrand Proposal

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	07/13/2022 01:39 PM
County Judge Exec Asst.	Becky Pruitt	07/13/2022 01:41 PM
Form Started By: Erica Smith		Started On: 07/12/2022 02:02 PM
Final Approval Date: 07/13/2022		

PROFESSIONAL SERVICE AGREEMENT FOR STRATEGIC VISION AND PLAN FOR THE WILLIAMSON COUNTY (RFQ #22RFQ55)

This Professional Services Agreement for Strategic Vision and Plan for the Williamson County ("Agreement") is entered into between Williamson County, Texas, hereinafter referred to as COUNTY, and SBrand Solutions a Limited Liability Company, hereinafter referred to as PROVIDER, for the purpose of providing professional services in the form of strategic vision and plan consulting and preparation for Williamson County, which the Commissioners Court finds serves a public purpose and serves the public welfare of the citizens of Williamson County.

I.
SCOPE OF SERVICES

PROVIDER shall provide, upon request by Williamson County, the strategic vision and plan consulting and preparation services set forth in the Scope of Services attached hereto as **Exhibit "A"**. All services provided by PROVIDER shall be performed in good faith and according to the regularly accepted standards of a consultant that provides such services in the State of Texas.

PROVIDER shall have a duty to immediately notify Williamson County of any complaint, investigation, or adverse action taken against PROVIDER concerning his/her ability to practice in the State of Texas. PROVIDER will be under no obligation to provide services which are beyond PROVIDER's expertise.

II.
TERM

This Agreement shall become effective as of the date of the last party's execution below and continue until December 31, 2023 (the "initial term"), unless terminated sooner as authorized herein. Following the initial term, this Agreement may be extended upon mutual agreement in writing, subject to annual appropriation.

III.
COST AND PAYMENT

The basis of compensation for the services of PROVIDER shall be based on the Rate Schedule set forth in the attached **Exhibit "B"**. The maximum amount payable under this Agreement, without modification, during the initial term and during any renewal term shall be **One Hundred Fifty Thousand Dollars ($150,000.00)** (the "Compensation Cap"), provided that any amounts paid or payable shall be solely pursuant to services rendered and goods received upon receipt of a properly itemized invoice. In no event may the aggregate amount of compensation during any term of this Agreement exceed the Compensation Cap. The Compensation Cap shall be revised equitably only by written amendments executed by both parties in the event of a change to the overall Scope Services set forth in **Exhibit "A"**.

PROVIDER shall be reimbursed for actual non-labor costs, including travel, incurred in the performance of the services under this Agreement in accordance with the Williamson County Vendor Reimbursement Policy set forth under **Exhibit "C"**. Invoices requesting reimbursement for costs and expenditures (reimbursables) must be accompanied by copies of the PROVIDER's invoice and comply with the Williamson County Vendor Reimbursement Policy. The copies of the PROVIDER's invoice must evidence the actual costs billed to PROVIDER without mark-up.

Should the actual costs of all fees and non-labor costs (reimbursables) rendered under this Agreement be less than the above stated Compensation Cap during the initial term or any renewal term thereafter, then PROVIDER shall receive compensation for only actual fees and non-labor costs (reimbursables) actually rendered and incurred, which may be less than the above stated Compensation Cap.

COUNTY's payment for services shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by COUNTY within thirty (30) days from the date of the Williamson County Auditor's receipt of an invoice. Interest charges for any late payments shall be paid by COUNTY in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of COUNTY's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. In the event that a discrepancy arises in relation to an invoice, such as an incorrect amount on an invoice or a lack of documentation that is required to be attached to an invoice to evidence the amount claimed to be due, COUNTY shall notify PROVIDER of the discrepancy. Following COUNTY's notification of any discrepancy as to an invoice, PROVIDER must resolve the discrepancy and resubmit a corrected or revised invoice, which includes all required support documentation, to Williamson County. COUNTY shall pay the invoice within thirty (30) days from the date of Williamson County's receipt of the corrected or revised invoice. COUNTY's payment of an invoice that contains a discrepancy shall not be considered late, nor shall any interest begin to accrue until the thirty-first (31st) day following Williamson County's receipt of the corrected or revised invoice.

Any violation of the provisions of this Agreement by PROVIDER shall be grounds for withholding payment by the COUNTY until the violation is resolved to the satisfaction of the COUNTY.

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. 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 its pro rata share of services rendered and goods actually received.

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
Hon. Bill Gravell (or successor)
710 Main Street, Ste. 101
Georgetown, Texas 78626

with copy to: Williamson County General Counsel
Hal Hawes
710 Main Street, Ste. 201
Georgetown, Texas 78626

PROVIDER: SBrand Solutions
Attn: Sheryl Trent
2142 Coral Point Drive
Cape Coral, Florida 33990

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 work space 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

_____
Hon. Bill Gravell
Williamson County Judge

Date: _____ _____, 20____

SBRAND SOLUTIONS

Sheryl Trent

Date: July 12, 2022

EXHIBIT "A"

SCOPE OF SERVICES

EXHIBIT "B"

RATE SCHEDULE & CALENDAR
(Phases, Tasks, Deliverables and Pricing)

Williamson County
Vendor Reimbursement Policy

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

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

1. Invoices and Affidavits

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

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

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

2. Travel Reimbursement

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

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

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

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

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

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

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

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

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

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

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

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

3. Meals

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

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

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

3.4 County will not reimburse for alcoholic beverages.

3.5 Tips are reimbursable but must be reasonable to limitation of meal allowance
3.6 No meals purchased for entertainment purposes will be allowed.
3.7 Meal reimbursement must be substantiated with a hotel receipt.

4. Lodging

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

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

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

5. Airfare

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

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

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

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

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

6. Car Rental

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

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

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

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

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

6.6 Insurance purchased when renting vehicle may also be reimbursed.

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

7. Personal Car Usage

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

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

7.2.1.1 Date
7.2.1.2 Destination
7.2.1.3 Purpose
7.2.1.4 Name of traveler(s)
7.2.1.5 Correspondence that verifies business purpose of the expense

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

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

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

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

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

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

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

7.10 Parking fees, if reasonable are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.

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

8. Other Expenses

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

9. Repayment of Nonreimbursable Expense.

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

10. Non-Reimbursable Expenses

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

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

Please note where Williamson County staff time or assistance is needed, that information is in red so that you can see the commitment that may be needed to ensure the best possible outcome for the process.

Exhibit A
Scope of Work
Updated 7.12.22 V4

{Overview of the Process}

We understand that the County wishes to have a full and robust engagement process with the community, in particular your key partners and stakeholders. Additionally, every elected official and appointed Department Director should be offered the opportunity to engage in a way that makes the most sense to them, whether that is at a focus group, attending a meeting, or taking a survey.

The process is designed to take **approximately five (5) months**: from mid-August/first of September, 2022 through January, 2023 and has **four main phases:**

- **Phase 1**: Process Design, Engagement Plan, Project Plan, Foundational Work: Launch the project based on collaboratively designing a customized process including a Community and County Engagement Plan, a Project Plan, and a detailed timeline with specific dates and participants. A meeting with the Commissioners to approve the process is included here. A weekly update meeting via Zoom will be established with the County Core Team to continue to share information and make decisions.
- **Phase 2**: Document Review and Engagement and Outreach: Research and review documents; and engage your partners and stakeholders (internal and external) through data gathering via online surveys, personal interviews, focus groups, and information sharing.
  Visit 1: SBrand staff will be on the ground for one full week (arriving no later than Monday, leaving no later than Friday) during this process with three team members.
- **Phase 3**: Strategic Plan and Implementation Plan Meetings: Facilitate a strategic planning retreat and implementation team meetings; conduct meetings with internal and external stakeholders to review the draft documents; conduct meeting with Commissioners for review and approval of the initial draft documents.
  Visits 2 and 3: SBrand staff will be on site twice during this process.
- **Phase 4**: Creation and Approval of Strategic Documents and Templates: Create your strategic planning and implementation documents with

actionable, realistic, and measurable long-term results. The documents will include a reporting and tracking process with templates for ongoing work. Two public meetings are planned with the Commissioners for a work session and formal adoption of the Plan.
Visit 4: SBrand staff will be on site for the adoption process

We are planning for a total of four (4) site visits:
Phase 2 for the focus groups and interviews, with a combination of team members (1 trip)
Phase 3 for the retreat and the implementation team meetings, with a combination of team members (2 trips)
Phase 4 for the adoption process, with a one team member (1 trips)

Invoices will be sent monthly to the contact specified by the County. Invoices will be sent monthly, at the end of the month, for services rendered during that month.

Travel is estimated only, not to exceed $14,000.00. Because the County wishes to limit travel costs, once meeting dates have been confirmed by the County in writing, the travel expenses will be incurred to include flights, hotels, rental cars, and other transportation needs. Since it is impossible to know the travel costs prior to purchasing, SBrand will inform Williamson County of the travel costs at that time – prior to purchase – and request approval in writing within 1 business day so that the purchase can be made in a timely manner. The County will be invoiced for all travel costs in the month that travel occurs. If the County reschedules/changes the date or location of the meeting, that may incur additional travel costs which will be invoiced to the County. If the County cancels a meeting and does not reschedule that meeting within four business days, any travel costs that have been incurred by SBrand will be invoiced at cost. If SBrand reschedules/changes the date of the meeting, that may incur additional travel costs which will the responsibility of SBrand. If SBrand cancels a meeting and does not facilitate that meeting, those travel costs will not be invoiced to the County.

Here are the highlights of the process

- 10 Internal Focus Groups to gain insight and feedback from elected officials and department directors
- 4 Focus Group meetings for external stakeholders to gather feedback
- 4 Commissioner meetings to approve the process, give feedback, review the draft, and approve the final documents
- 5 personal interviews with the Commissioners
- Internal survey (3 versions: elected officials, department directors, and staff)
- External survey
- 1-day retreat to craft the content of the Strategic Plan

+ 5 meetings focused on the Implementation Plan

Timeliness. County understands and agrees that information is needed (photos, language, documentation, graphics) for the creation of documents, and if that information is not provided in a timely manner than SBrand cannot fulfill the timeline in Exhibit B. Any additional costs due to Client delay will be shared with Client prior to incurring those costs, and upon approval in writing will be billed to the client, which may include graphic design costs.

Phase 1 Details

The **first 30 days** will be focused on thoughtful and deliberate details and design of the project, including:

- The people to involve
- The questions to ask
- Dates, times, and locations of the meetings
- Gathering background data and information to inform the plan and process
- The timing of the people and the questions in relationship to meetings

Kickoff Meeting

The kickoff meeting to cover logistics, and our weekly updates, phone calls, and emails will guide the overall project and show us where we need to make changes and adjustments in our planning. We will cover and determine all the details about the schedule, process, and deliverables. We will discuss the specifics of data gathering, interviews, community engagement and outreach process, workshops, document review, dates, and other coordination. This is also where we work with you to establish that we have the right people involved from the beginning.

We will first affirm the general schedule and some specific dates to allow the Commissioners to set time on their calendars for meetings. We will create emails, documents and if needed, videos to share with the Williamson County elected officials, department heads and staff to discuss the strategic plan, the process of updating your plan, and the timeline and schedule.

Williamson County Commitment for the kickoff meeting (2 - 4 hours):
Public Communications/Affairs Manager
Person assigned to administrative support
The Core Team

Williamson County Commitment for the weekly meetings (1 hour per week):
Person assigned to administrative support
The Core Team

The most important work during the kickoff is determining who to involve in the process and how to involve them. Our general approach when it comes to including people is "yes." We strongly feel that "None of us is as smart as all of us"[1] and we value the various perspectives and ideas that different team members can offer during the process.

Deliverables for Phase 1

- ✓ Engagement and Outreach Plan (for internal and external stakeholders)
- ✓ List of Participants with contact information
- ✓ Project Management Plan with Specific Dates and Participants
- ✓ Weekly one-hour meetings by Zoom
- ✓ Create and maintain a shared Google Drive for documents, graphics, photos, and other important information through the life of the project.
- ✓ 1 Commissioner Meeting
- ✓ Emails and phone calls as needed
- ✓ Updates as needed (by email, staff report, or Zoom meeting) with the County Commissioners on progress and outcomes. Note: we have planned three (3) in person facilitated update meetings with the Commissioners during the process.

Phase 2 Details

The second major phase, which will last between **30 – 45 days**, is of the process is the data gathering, engagement and outreach, and research phase. Part of the kickoff meeting is a discussion about the documents that are available (budget, department strategic plans, past strategic plans, master plans, demographic information, important Commissioner decisions, and so on), and what other sources we recommend for data gathering.

Williamson County staffing commitment:

We will need your assistance in locating files or links to data and information, and either sending us an email or placing that information into Google Drive. Anticipate 4 hours of work.

We will need attendance at the internal meetings

We will need help internally encouraging staff to take the survey and come to the meetings.

This phase will include the creation, design, and release of internal and external surveys, the interviews, and focus groups internally and externally. The SBrand team will have two - three members on site for a full week (arriving no later than Monday and leaving no earlier than Friday) as a part of this process, as well as online engagement through Survey Monkey and social media.

There will be six key components to our engagement process:

[1] Ken Blanchard

1. Internal and External Surveys
   The process anticipates two (2) surveys: one internally and one for the community. We engage with elected officials, County stakeholders and partners, staff, and your chosen partners using an online survey tool. We will create marketing materials such as a flyer and emails for both internal and external engagement. We will craft draft questions for both surveys and upon approval of those final questions, we create the survey tool. We monitor the survey during the release period and give regular updates to the Core Team.

2. Confidential Interviews
   Confidential interviews – we have recommended five for the Commissioners – are a significant part of the engagement process.

3. Marketing Tools
   We will create information (as requested by the County) to promote the survey and the strategic planning process. The materials which will be in the form of emails, press releases, flyers, and social media posts are engaging, visual and tell the story of the process of your strategic plan, encourage people to engage in the feedback opportunities, and convey the message of the plan once completed. Any comments will become a part of the outreach and engagement report data. We can also design graphics and content for newsletters, the website, and other forms of communication already in use by the County. SBrand may publicly state that it performs the Services for the County and may also use images and content from the process, products and deliverables to post on social media and share with other potential clients.

4. Commissioner Meetings
   We will hold three meetings with the Commissioners:
   a. First to approve the process
   b. Second to get specific feedback once an initial draft has been created to ensure the priorities and content are correct
   c. Third to present the final plan for approval

5. Office/Department Focus Groups
   In order to gain the most engagement and feedback from your internal stakeholders, we have ten (10) focus groups, which will be up to 2 hours each. The intent is to accomplish three things:
   - Inform about the strategic plan process and timeline
   - Gain insight and feedback based on specific questions
   - Create understanding, engagement and buy in for the strategic plan

6. Focus Groups for Community Stakeholders
   We will facilitate four (4) meetings up to 2 hours each with key stakeholders in your community to offer focused conversations about the priorities and goals

associated with their areas of expertise that would result in how you can best serve the community over the next decade.

Meeting Cancellations. Should a scheduled meeting as noted on **Exhibit B** be cancelled by the County and not rescheduled within 4 business days, the Client will be billed for that meeting cost in accordance with Exhibit B.

Deliverables for Phase 2

- ✓ Survey questions and online survey
- ✓ Interview questions and 5 interviews
- ✓ 10 Internal Focus Group Meetings
- ✓ 4 Partner Focus Group Meetings
- ✓ Engagement and Outreach Report
    - Raw data
    - Executive summary report

Phase 3 Details

The third major phase which will take **approximately 14 days** will be the actual facilitated meetings to craft the content and information in the strategic plan. The SBrand team will be in Williamson County twice during this time period.

Williamson County Commitment:
We will need administrative staff assistance with room selection and AV setup.
We will need Williamson County to provide food and refreshments for the meetings.
We will need attendance at the meetings.
We have seen clients staff the meetings with a note taker, but that is not necessary for us, we will take all the notes.

One Day Strategic Plan Retreat
Generally, the concept of the Strategic Plan retreat meeting is this:

First part of agenda: Commissioners meet to discuss the most important areas of the plan: Vision, Mission, Values and Key Focus Areas as well as any important issues that the Commissioners need to discuss as a team.
Second part of the agenda: The Commissioners meet with the full team (elected and department heads) to continue to craft the Key Focus Areas as well as Strategic Goals and SMART Objectives. We recommend inviting other elected officials and appointed department heads to build understanding, share information, and craft a strategic plan that is understood and supported.

As a part of the facilitated meetings, we create an agenda with unique engagement techniques the promote critical thinking, open and honest conversations, and creative

solutions to opportunities and barriers. We cover all of the components of a great strategic plan in addition to the specific issues that the community and your stakeholders may have identified during the engagement process. We work from the big picture (Vision) to the specific tactics and operational details (metrics and action steps) to ensure nothing is missed.

Internal Implementation Meetings
The Strategic Plan retreat is followed in about seven calendar days with Implementation Plan meetings to craft the additional tactical details. The Implementation Plan creation will be based on the Key Focus Areas created in the retreat. We have anticipated five Key Focus Areas and will hold five (5) Implementation Plan meetings which will take up to four hours each to initially craft a thoughtful and strategic approach to the tactics and operational approach for implementing the Goals in the Strategic Plan. These meetings are internal and involve cross functional teams from every area of the County.

Deliverables for Phase 3

- ✓ All agendas, Power Points, and handouts
- ✓ 1 Day Facilitated Retreat (6 - 8 hours)
- ✓ Implementation Plan Meetings, 5 meetings, up to 4 hours each
- ✓ The draft language and content for the Strategic Plan and Implementation Plan

Phase 4 Details
The final major phase will take **about 30 days** and includes the creation of the actual documents to include the Strategic Plan, the Implementation Plan, a reporting out tool, and the executive summary and recommendations document. This is also the phase where the community and internal stakeholders have an opportunity to comment on the draft documents.

Once the plan has been through review and redrafting, a final document will be ready for the adoption process. Most of our clients hold a work session style meeting to discuss the document to make and final revisions, then hold the adoption public meeting after that. This often takes **14 – 30 days**.

Williamson County Commitment:
We will need administrative staff assistance for any room reservations.
We will need staff attendance at the meetings.
We will need timely review of the document to keep on track with our final deliverable.

Commissioner Meetings
The Commissioners are the owners of this plan, so it will be particularly important to have that feedback on the draft documents before the staff spends significant time. There is a specific Commissioner meeting with the initial draft (before releasing internally or externally) to get that insight, we can finalize an initial draft that will be reflective of your priorities and goals for the future. We anticipate two meetings for

adoption – one in a work session format (in person) and one in a formal public hearing format (virtual).

Internal Stakeholder Meetings
Small group meetings with staff are designed with two goals: to continue to involve your elected officials, appointed department heads, and full staff in the final product and to get feedback on the draft strategic plan document. These meetings take place once the first draft of the plan is written. Note: SBrand will provide guidance, templates, and training for these meetings, but they are designed to be conducted by elected officials and department directors.

Deliverables for Phase 4

A **Strategic Plan** document that is easy to read, communicates the story of Williamson County, and reflects the priorities and goals of the Commissioners. The plan will be delivered in four versions:

1) Fifty hard copies, full color, two sided, bound with coil binding and plastic cover
2) Native files (for all versions) in either .ai or .eps
3) Web ready version in single page PDF format
4) Flipbook ready version in PDF format

This plan will be between 18 – 36 pages, full color and will include at a minimum:

+ Cover Page
+ Table of Contents
+ Letter from the Commissioners
+ History of Williamson County
+ Williamson County Today
+ Strategic Planning Process
+ Framework of the Strategic Plan
+ Vision, Mission, and Values
+ Key Focus Areas
+ Strategic Goals
+ Outcomes
+ Adaptive Strategies
+ Advantages and Challenges
+ The Path Forward
+ Acknowledgements
+ Definitions
+ Appendices Page
+ Back Page

There may be other attachments to this strategic plan that exist (the department and office strategic plans, for example).

There will be a separate spreadsheet in Xcel format for the **Implementation Plan** that enumerates the details to include specific SMART Objectives, Action Steps, Due Dates, Owner and Leader, Resources, Key Performance Indicators, and Status. Note: we recommend the County use or invest in a project management software such as Monday.com, Asana, Trello, or Power BI. If that is the case, we can assist in the design of the layout and upload of information for the Implementation Plan.

After our Scope of Work is complete, we do offer changes, updates, and revisions to the Strategic Plan for one full year at no charge. These changes, updates and revisions will include all text changes (corrections, additions and font type and size), photo changes (replacing one photo with another photo) and minor layout changes (margins, location of graphics). Any changes in graphics that would require additional design will be priced at $100 per hour for a minimum of one hour.

We are also happy to help with guidance on our templates for conducting internal update meetings and questions to ask to get great feedback on improving the plan. Just let us know how we can help!

Exhibit B

Williamson County Strategic Plan

Phases, Tasks, Deliverables and Pricing

Revised 7.6.22

Phases and Tasks		Deliverable	Proposed Dates (To be finalized)		Cost
Phase 1 -Process Design, Foundational Work, Process Approval					
Task 1.1	Kickoff and Logistics Meeting (Zoom) - 2 hour meeting	Logistics meeting to review framework, process, milestones and deliverables	Week of August 22	$	1,500.00
Task 1.2	Weekly planning meetings (Zoom) and emails throughout the project	For updates, feedback, course correction	August 29 - January 31	$	5,000.00
Task 1.3	Creation of Engagement and Outreach Plan with Williamson County Core Team	Engagement and Outreach Plan (internal and external)	September 23, 2022	$	500.00
Task 1.4	Commissioner Meeting #1 (Zoom)	Virtual meeting, to review and approve process	Week of September 26, 2022	$	750.00
Task 1.5	Project Management Plan Created and Approved	Project Management Plan	September 23, 2022	$	500.00
			TOTAL PHASE 1	**$**	**8,250.00**
Phase 1 Deliverable: Approved engagement process and plan and project management plan					
Phase 2 -Document Review, Engagement and Outreach					
Task 2.1	Review documents from County	County coordinates all relevant documents for review (budget, plans, information)	September 16, 2022	$	1,000.00
Task 2.2	Recommended partners for engagement	County provides a list of organizations and contacts provided for outreach	September 19, 2022		

Task 2.3	Recommended list of interviewees (15)	County provides names, titles, emails and phone numbers of internal stakeholders to engage	September 19, 2022		
Task 2.4	Create draft and final interview questions	Internal and external interview questions	August 29 - September 16	$	1,500.00
Task 2.5	Internal Survey: Create draft staff and final internal survey questions for approval, release and monitor survey	Internal elected official, department head and staff survey questions (3 separate surveys)	August 29 - September 16	$	3,000.00
Task 2.6	External Survey: Create draft and final community/partner survey questions for approval, release and monitor survey	Community, partners and stakeholders (1 survey)	August 29 - September 16	$	1,000.00
	Note: survey and interviews will take place AFTER full approval on September 16	Survey commences and interviews start, ongoing through end date	September 17 - October 21		Information
Task 2.7	Personal interviews (in person, Zoom or email)	Gather input from all 5 Commissioners on priorities in up to one hour interviews. Billing includes all emails and outreach necessary to schedule, scheduling software, and administrative support which will be billed regardless of interview taking place.	October 3 - November 4	$	1,000.00
Task 2.8	Specific Department/Office Focus Group Engagement (in pe	10 focus groups up to 2 hours each: 15 in attendance each time (for elected official and department directors)	October 10 - 14	$	15,000.00
Task 2.9	External Stakeholder Focus Groups (in person)	4 focus groups up to 2 hours each for managers, mayors and/or other stakeholders, 15 in attendance each time	October 10 - 14	$	6,000.00
Task 2.10	Full report of engagement data: interviews and surveys	Engagement Report with themes, priorities, and areas of concern	October 31, 2022	$	2,000.00
			TOTAL PHASE 2	**$**	**30,500.00**
Phase 2 Deliverable: Community engagement materials, Engagement Report, survey results and documentation, open houses, focus groups					
Phase 3 - Facilitated Strategic Plan and Implementation Plan Meetings					
Task 3.1	One day retreat to complete all the details of the Strategic Plan (in person)	1 full day meeting (Between 6 - 8 hours total)	Week of November 14, 2022	$	14,500.00

Task 3.2	Key Focus Area team meetings to craft the Implementation Plan details (in person)	5 meetings, up to 4 hours each	Week of November 28, 2022	$	18,000.00
			TOTAL PHASE 3	**$**	**32,500.00**
Phase 3 Deliverable: Facilitated meetings for Strategic Plan and Implementation Matrix					
Phase 4 - Create and Review Documents					
Task 4.1	Strategic Plan Framework Draft	Draft document	December 5, 2022	$	3,000.00
Task 4.2	Commissioner Meeting #2 to Review Draft Plan (Zoom)	Virtual meeting, up to 2 hours	Week of December 12, 2022	$	750.00
Task 4.3	Internal staff review and meetings for feedback	SBrand provides template, agenda and information for elected officials and department heads to hold internal meetings	Week of January 2, 2023, feedback due by January 6, 2023	$	500.00
Task 4.4	Strategic Plan Revision #1	Revisions based on Williamson County feedback. All feedback to be email to SBrand on form provided, in one email with one attachment.	December 19, 2023	$	1,500.00
Task 4.5	Strategic Plan Revision #2	Revisions based on Williamson County feedback. All feedback to be email to SBrand on form provided, in one email with one attachment.	January 13, 2023	$	750.00
Task 4.6	Strategic Plan final and printing	Hard copy final strategic plan in color with graphics - 50 copies full color, spiral bound, assumes 30 pages. Pricing is proposed at actual printing cost plus staffing time	January 20, 2023	$	3,000.00
Task 4.7	Implementation Matrix and Plan	Final Xcel spreadsheet matrix with Key Focus Areas, Strategic Goals, SMART Objectives, Owner. May have Action Steps, may have KPI's depending on work done by County.	January 20, 2023	$	3,000.00

Task 4.8	Executive Summary with Recommendations	Report: Executive Summary of Strategic Plan			Included
Task 4.9	Commissioner Meetings #3 and #4 (one Zoom, one in person)	2 public hearings, up to 2 hours each, with formal presentation of strategic plan (1 virtual, 1 in person)	January 13 - 27, 2023	$	1,500.00
			TOTAL PHASE 4	**$**	**14,000.00**
Phase 4 Deliverable: Draft, Final with Native Files Strategic Plan with Implementation Documents					
	Total			**$**	**85,250.00**

Total Not to Exceed Cost for Project (does not include travel)		**$**	**85,250.00**
Travel Costs	4 separate trips: October 10 - 14 (3 facilitators), November 14 - 18 (2 facilitators), November 28 - December 2 (2 facilitators), January presentation (1 facilitator) Meetings are categorized as either all in person or all virtual (all participants and facilitators are 100% in person, or all participants and facilitators are 100% virtual) If the client changes any in person meetings to hybrid (participants are BOTH in person and virtual), additional cost will be invoiced at $100 per hour for hybrid facilitator and support		**At cost, estimated at $14,000 maximum**

Optional Ongoing Support and Implementation	Does not include travel, does include supplies	
Monthly conference calls, customized templates	Monthly video conference, written templates, all emails and phone calls, individual and team support	Included

Quarterly Review and Update Meeting	5 (1 per KFA) 3 hour meetings to update the Implementation Plan	$	11,250.00
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Updates to Strategic Plan and Implementation Plan as Needed	Done by graphic designer, presented in a public meeting for consideration	$	1,500.00
	Deliverable: Full Year of Ongoing Support and Implementation Meetings	**$**	**46,500.00**

Title	Description	Hourly Rate
Certified Master Facilitator	Holds a Certified Master Facilitator and at least 10 years of facilitation experience	$ 350.00
Certified Facilitator	Holds a certification in facilitation and at least 10 years of facilitation experience	$ 250.00
Lead Facilitator	Has at least 10 years of facilitation experience	$ 150.00
Certified Virtual Facilitator	Holds a Certified Virtual Facilitator, will assist in virtual or hybrid meetings	$ 75.00
Administrative Support	Any and all administrative support	$ 50.00
Graphic Design Support	Original graphic design for documents, social media	$ 75.00
Communications Support	other communications (press releases, internal or external emails)	$ 75.00

Note: hourly rates include all overhead, software and technical support, and all costs.

RFQ #22RFQ55 Strategic Plan Consulting Services Score Sheet Opening Date: 2/11/22 3:00 PM	COMMITTEE CONSENSUS SCORING											
		JK Squared, LLC	The Research Associates	Willdan Financial Services	Brown Reynolds Watford Architects	SBrand Solutions LLC	Verdunity	Harris Energy Solutions LLC	Management Partners	Public Information Associates	Baker Tilly US, LLP	Measurement Resources Company
Evaluation Criteria	**Maximum Weighted Points**											
Project Team Qualifications	40	20	35	35	30	38	32	20	40	38	32	28
Demonstrated understanding of Williamson County	10	10	5	10	7	10	8	5	8	8	6	8
Proposed approach and methodology	20	15	18	15	12	19	18	10	18	20	18	12
Timeline	10	10	10	6	10	10	10	10	10	8	8	8
Work samples	20	8	10	18	10	18	15	10	15	18	16	15
References	Acceptable/Unacceptable											
Total Points	**100**	63	78	84	69	95	83	55	91	92	80	71
						FINALIST			**FINALIST**	**FINALIST**		
						2nd INTERVIEW			**1st INTERVIEW**	**2nd INTERVIEW**		
						Second interview conducted 5/23/22. Firm demonstrated superior qualifications for project through actual experience working in local government, successful delivery of strategic plans of like size and scope, excellent communication skills, energy from the team and enthusiasm for the project.			Firm demonstrated adequate qualifications but will not progress to second interview.	Second interview conducted 5/23/22. Although firm has demonstrated excellent qualifications, the second team interview lacked energy and enthusiasm for the project. Buy in from all departments and elected officials is critical to the success if the project. The competing firm seems a better cultural fit for Williamson County.		
						AWARD						

DATE: **July 13, 2022**

TO: **Judge Bill Gravell Jr.**
Commissioner Cook, Pct 1
Commissioner Long, Pct 2
Commissioner Covey, Pct 3
Commissioner Boles, Pct 4

FROM: **Joy Simonton, Purchasing Agent**

RE: **Recommendation for RFQ# 22RFQ55 Strategic Plan Consulting Services**

A selection committee has reviewed and evaluated eleven (11) responses to the Strategic Plan Consulting Services solicitation. Three (3) finalists were interviewed. After considering all pertinent information the committee has concluded that SBrand Solutions, LLC is the most qualified firm to perform the scope of work.

A Professional Services Agreement has been negotiated with Sbrand Solutions, LLC within the approved budgeted amount.

Please reach out to me directly with any questions.

SBRAND SOLUTIONS

PROPOSAL FOR WILLIAMSON COUNTY

STRATEGIC PLAN SERVICES

Strategic. Sustainable. Success.

2874 Blue Leaf Drive, Fort Collins, Colorado 80526
www.sbrandsolutions.com @sbrandsolutions.com
I (970) 208-6633
www.facebook.com/SBrandSolutions w
www.linkedin.com/company/sbrand-consulting

{SBrand}
HELPING YOU FILL IN THE BLANKS

February 11, 2022

Dear Ms. Smith:

SBrand Solutions is pleased to present our qualifications to be a consultant for the update and development of Williamson County's 10-year strategic plan. SBrand is uniquely qualified for this project based on our experience, background, and passion. We are professional facilitators specializing in working with communities to build capacity, long range planning, and strategic planning with a focus on sustainable and actionable strategic plans. The team associated with this project has vast experience working with a wide variety of clients, including diverse communities and governmental agencies nationwide. I will personally lead the process and have over 28 years of strategic planning management for local governments. As one of fewer than forty Certified Master Facilitators™ in the world, my team and I will utilize our expert skills in strategic planning and facilitation to guide the creation of the framework for your future.

We also wanted to highlight our expertise in virtual facilitation – I am a Certified Virtual Facilitator™ (as is everyone on my staff). I am also certified by Cornell University in Diversity and Inclusion and bring that background and approach to our work.

We recently completed strategic planning and engagement work for communities similar to Williamson County. For example, our work with Vision 2030 Coconut Creek, Florida resulted in a 10-year strategic plan and included engagement with more than 700 people.

Williamson County has laid out a clear and achievable process for the next iteration of its strategic plan. We recognize how complex your organization is and the significance of articulating your mission and vision moving forward while also setting achievable and measurable goals. Our process results in a plan that is adaptable to changing circumstances. We understand that with fast growing communities you need to be nimble and proactive to address your goals.

We are committed and ready to deliver your strategic plan with robust engagement with your team and community to ensure we are aligned and consistently delivering excellence.

Thank you for your consideration. I look forward to hearing from you as we are very excited about the prospect of working with you and your team!

Sheryl Trent

Owner, Certified Virtual Facilitator™ and Certified Master Facilitator™
2874 Blue Leaf Drive Fort Collins, Colorado 80526
(970) 208-6633
Sheryl@SBrandsolutions.com
www.sbrandsolutions.com

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Available Resources and Consultant Location

{Overview of SBrand Solutions}

Established in January of 2011 by Sheryl Trent, SBrand Solutions is a woman owned Colorado-based firm with unique expertise in working with local government clients to solve problems and "fill in the blanks". As a professional facilitation firm, we partner with your team through solutions and implementation. We have five areas of expertise:

- ✓ **Consensus Focused Facilitation**
- ✓ **Results Based Strategic Planning**
- ✓ **Systematic Organizational Assessments**
- ✓ **Collaborative Team Development**
- ✓ **Inclusive Community Engagement**

This is what makes us different: We have a unique perspective on creating strategic plans, and an innovative (and proven) method of stakeholder and community engagement. Driven by our expert professional facilitation, the information and feedback we gather will create a strategy for the successful future of the organization. We always use a strategic framework and proven methodology that not just encourages but requires diversity, equity, and inclusivity to get the best result. Our philosophy is that "none of us is as smart as all of us" and that lens is applied to all facets of our approach.

We know how to ask the right questions, framed in the right way, with the right people in the room (the R3 principle). The SBrand team is a diverse group of professionals with expertise in a wide range of areas including government finance, economic development, community development, parks and recreation, public works, community safety, communications, civic engagement, team assessments, board training, and much more. We purposefully limit our clients to provide the exceptional service that is our hallmark and can customize our results and interaction to meet each client's specific needs. Our team is a mix of employees and specialized sub-contractors. We have redundancy built into our company staff roster so that if an unforeseen emergency impacted a staff member, we've got your project covered with other staff members with the same skills, training, and expertise.

In the last year alone, SBrand has completed strategic planning processes, including robust community engagement, for more than 20 clients, a majority of whom are counties, cities, and state or federal agencies. We have an impeccable record of meeting all deadlines, attending all scheduled meetings, and delivering exceptional products on time and on budget. Nearly all of our decade plus consulting work has been with government entities (in addition to our experience working for local governments ourselves), which offers Williamson County the security of knowing we are not simply planning consultants but **government planning experts**. We understand the specific and nuanced challenges that local governments face and we use that knowledge to ask the right questions and execute the most successful process.

Project Team Experience and Qualifications

{Key Personnel}

Sheryl Trent

Sheryl will serve as the project manager. As well as 28 years of local government experience working in executive level positions for cities and counties, she is one of fewer than 45 Certified Master Facilitators™ in the world and is a Certified Virtual Facilitator™. She also holds a certification from Cornell University in Diversity, Equity, and Inclusion. Her real-life experience includes managing strategic plans, comprehensive plans, multimillion-dollar capital projects, economic development agencies, and Urban Renewal Authorities; and in combination with her nonprofit board service her experience gives her a unique understanding of the needs of her clients.

She designed SBrand Solutions to "help fill in the blanks" for her clients: local governments, special districts, nonprofits, and other agencies. She and her team of experts travel across the country guiding a customized process grounded in proven methodologies to create strategic, sustainable success. Sheryl is also recognized by her work with elected Boards in the areas of team building, board development and board training. She is a preferred consultant in these areas for the State of Colorado and has worked with hundreds of clients in board retreats.

She serves on the board of the International Institute for Facilitation, the world's leading institution for facilitation research and innovative learning. She is a member of the Association for Strategic Planning, the National Center for Deliberative Debate, the Colorado Municipal League, the Colorado City/County Manager's Association, and a regular speaker and contributor to various platforms on facilitation and inclusion.

Mitzi Rapkin

Mitzi will serve as your head facilitator and is a Certified Structured Facilitator, Certified Virtual Facilitator™, and is certified in Foundations in Public Participation by the International Association for Public Participation. She recently worked with Colorado Mountain College in Aspen helping the leadership define success factors for the campus. She also recently worked with Alpine Legal Services in Aspen, Colorado to help the organization establish its values and guiding principles and the City of Grand Junction facilitating its strategic plan. Her portfolio includes work helping nonprofits, educational institutions, volunteer boards, and governments articulate and achieve their goals. She has worked in communications and public engagement for more than 13 years and has 30 years of experience as a journalist, interviewer, and writer.

Mitzi's passion is helping individuals and groups reach and achieve their potential and distilling big, complicated, abstract ideas into concise and digestible language. She is a creative thinker and inspires groups to approach themselves and problems in new ways.

She holds an MS in Journalism from the Medill School of Journalism at Northwestern University, an MFA in Creative Writing from Warren Wilson College, and a BA in English and Religion from Indiana University.

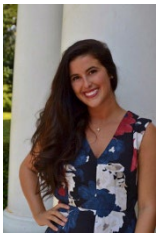
N. Zach Ratkai

Zach will serve as a second facilitator for the project and assist where needed. Zach will be the only sub-contractor on this project. He is a government collaborator and champion of the public sector with over 16 years of experience working in and with municipalities throughout Colorado and Washington. He is currently the Administrative and Community Services Director for the City of Pasco, Washington and Principal of Sageland Strategic, an independent consultant firm working with communities, businesses, and non-profits to create functional and collaborative cultures to serve their missions.

A graduate of the University of Colorado's School of Public Affairs, Zach holds a master's degree in Public Administration and a Certificate in Public Management. He also holds a bachelor's degree in Applied Geography from the University of Northern Colorado. Zach's local government experience includes government administration, economic development, urban and regional planning, and disaster recovery management and resiliency building, – a journey that has taken him to the Colorado and Washington State Capitols, the US Capitol, and the White House.

Zach is a sub-contractor.

Shelby Whitson



Shelby is the strategic marketing, communications, and engagement expert at SBrand. She is a multi-talented graduate of Texas Christian University with a dual degree in Political Science and Communication. She has managed successful reelection campaigns for state senators, created digital content for corporate and nonprofit clients, and directed all the communications for various political organizations. She will support the community engagement and outreach phase of the project.

Kristine Hutchinson

Kristine is a Certified Virtual Facilitator™ and the development and quality manager of SBrand. She has over 10 years of administrative experience, as well as an extensive customer service background. She holds a degree in Business Management from Johnson and Wales University Denver and is also a United States Navy veteran. She will provide administrative support.

Please see all resumes in Attachment section of document.

Similar Projects Worked on by SBrand Team and All SBrand Strategic Plans Adopted in Last 5 Years Include:

California Rangeland Trust
City of Grand Junction
City of Coconut Creek
Colorado Department of Fish and Wildlife Commission
Community Transportation Association of America
Eagle County Sheriff's Office
Lee County
Town of Frederick
Custer County
Colorado Department of Local Affairs
Gilpin County
Town of Platteville
Alaska Region Urban Wildlife Conservation
Weld Trust
Windsor Colorado Department of Public Works
City of Wellington
Town of Silver Cliff
Clearview Library
Woodland Park
Westcliff
Delaware County Libraries
City of Mequon

References

Josh Rydell, City Commissioner
City of Coconut Creek
4800 West Copans Road
Coconut Creek, Florida
jrydell@coconutcreek.net
(954) 973-6760
Project: 2021 Updating Vision 2020 to Vision 2030
Process: Significant and extensive community engagement process utilizing surveys, interviews, social media, website creation, white boards, sticky notes, Advisory Group meetings, community meetings, Department Head meetings, graphic recorder, presentation to community stakeholders, event attendance and public meetings.
Total Fee: $52,000

Dr. John Crumpton
County Manager
Lee County Government
408 Summit Drive
Sanford, NC 27330
jcrumpton@leecountync.gov
919.718.4605 option 1
Project: 2021 Strategic Plan for Lee County (the inaugural plan) with outreach to partners and stakeholders within the County. Ongoing work on the strategic plan.
Process: In person and virtual facilitated meetings with the County Commissioners (to create a Vision), the County Department Heads (to create understanding), an internal Advisory Group (to create the framework for the plan) and ongoing updates for the full staff.
Outcomes: Clear vision from the Commissioners, understanding and buy in from the Department Heads, ongoing implementation work through the action plan.
Total Fee: $58,750

Jay Prinz, Former Custer County Commissioner
PO Box 150
Westcliffe, Colorado
(719) 371-7979
jdp@jdprintz.com
Project: 2019 inaugural and 2020 update to Custer County Economic Development Strategic Plan.
Process: Community Vision with graphic recorder, Advisory Panel of community stakeholders and partners, County Commissioner meetings, in person and phone interviews, and surveys.
Outcomes: Clear understanding of partner and County roles and responsibilities, stronger communication across the County, deeper support for County roles. Both cities within the County contracted with SBrand to create strategic plans that aligned with the County Plan.
Total Fee: $48,000

Demonstrated Understanding of Williamson County

Having worked with many counties that cover large geographic territories with diverse constituents and elected officials, we understand the challenges Williamson County faces with the pressures of growth, change, infrastructure needs, and fiscal conservatism while also staying current with stakeholder needs, community engagement, the delivery of exceptional public service, and technological and environmental changes that can often be in flux.

We understand that there are a lot of elected officials and residents with passionate viewpoints that may be in opposition to one another or where priorities may be similar but perspectives on the order in which to achieve them are not shared.

Our services are designed to be based around your organizations values in order to find common ground. We understand that issues like fast growth can stress your infrastructure delivery and capacity, that wildfire threats can challenge budgetary planning, attracting businesses and providing opportunities for your workforce requires meaningful dialogue, and traffic congestion and can be one of the most contentious issues among your residents. Particularly during Covid, we have seen residents grapple with more mental health issues and rely more heavily on government services.

We also understand the complexity of having so many internal services and departments and the challenges of aligning your teams in order to present clarity about your mission and vision to your customers, residents, and guests. Our strategic planning process helps engage your internal stakeholders to help craft a final product with buy-in and that addresses the various complexities your departments face every day.

Since your last strategic plan was completed a decade ago, we are keenly aware that our world has changed with technological advances, a diversity of work options, a global pandemic, and growth at your local level. Our planning process will take these changes into account as we engage your stakeholders to identify what the most pressing issues of today are and how your strategic plan can address them. In addition, we create a document that can be adjusted if your needs change and evolve over the next decade.

Methodology and Approach

{Overview of the Process}

SBrand's advantage is that we have a unique perspective on creating your strategic plan, a deep understanding of the needs of local government, and a proven ability to design facilitated meetings that drive outcomes. Coupled with our expertise in facilitation, we bring unparalleled finesse to our work. Our process and final product are not created by us, sitting in our offices in a vacuum – we work in a collaborative partnership with your team. This is our strength and distinguishes us as truly special among our peers.

In short, here is our methodology: **through a customized facilitated process, we engage with employees, community partners and County leadership that have diverse backgrounds, unique perspectives, cultural differences, and divergent views of the future to create alignment using shared values and consensus on the vision for the future.** That input drives the development of an actionable, realistic strategic plan that has measurable outcomes.

Our recommended process includes a kickoff meeting and **four main phases:**

- **Phase 1**: Kickoff: Launch the project based on collaboratively designing a customized process including a Community Engagement Plan.
- **Phase 2**: Environmental Scan and Community Engagement: Research and review documents; and engage your constituency and stakeholders (internal and external)
- through data gathering via online surveys, personal interviews, social media, and facilitated meetings.
- **Phase 3**: Facilitated Meetings: Facilitate strategic planning sessions and implementation meetings.
- **Phase 4**: Strategic Documents: Create your strategic planning and implementation documents with actionable, realistic, and measurable long-term results. The documents will include a reporting and tracking process.

{Noteworthy Qualifications}

We have led the work for hundreds of strategic plans utilizing the same methodology outlined above. In just the past three years, we have completed strategic plans for:

- States, Cities and Counties across the United States
- Federal Government Agencies
- Non-profits (Community Foundations, Partnerships, Museums, Educational, Human Rights)

- Quasi-Governmental Organizations and Special Districts
- Public Works, Human Services, Housing and Human Resources Departments
- Economic Development Organizations and Main Streets

Because of our years of experience working as employees of cities and counties (and years of experience as consultants for cities and counties) we have incredible expertise at knowing how best to engage at ALL levels of the organization, from employee working in the field to your elected officials in a formal setting. We have conducted hundreds of surveys around strategic planning for employees, community partners, elected officials, senior management and other segments of the community that need more customized options. We have created unique and effective community engagement tools such as printed postcards, contests, sticky note surveys, white board surveys, and pop-up questionnaires.

Our process includes taking the results of our engagement and outreach and creating specific reports for each type of feedback, then collating that data into one report. That report is then used as a discussion tool in meetings to draft the content of the plan and provide context to the decisions and language. As certified, professional facilitators, we have the experience and expertise to make meetings effective, fun, engaging, focused and most of all, outcome oriented and results driven.

{Big Picture Overview}

A strategic plan answers three foundational questions:
Where are we now?
Where are we going?
How will we get there?

And the often overlooked fourth question:
How will we know if we are successful?

Our process, outlined below, is specifically designed to create a strategic plan for you that is based on data and community engagement and is comprehensive, measurable, and aligned with your budget and resources.

Phase One: Project Launch

Kickoff Meetings and Calls
The kickoff meeting to cover logistics, and our weekly updates, phone calls, and emails will guide the overall project and show us where we need to make changes and adjustments in our planning. We will cover and determine all the details about the schedule, process, and deliverables. We will discuss the specifics of data gathering, interviews, community engagement and outreach

process, workshops, document review, dates, and other logistics. This is also where we work with you to establish that we have the right people involved from the beginning.

The most important work during the kickoff is determining who to involve in the process and how to involve them.

This is also the phase where we establish our relationship and process of communications with your core project team. Because we have weekly update meetings and consistent email contact, we are always in communication with your team. We foster and rely on this relationship throughout the project to get you the best product possible. In addition, we are available as needed as once we start the project and because we limit the number of jobs we do at one time, we are distinctly dedicated to your planning process and your team's needs.

Phase Two: Outreach, and Engagement

This phase is our engagement and outreach with staff, elected officials, leadership, and the community. We will hold specific meetings to engage participants for feedback and ideas. This is also when we conduct all our document review and research and gain a deeper understanding of the culture and needs of the organization and community. Outreach needs to be thoughtful and deliberate in order to be equitable and get the most diverse opinions and feedback possible.

We work with your team to provide input or offer templates (depending on needs of your team) to provide marketing and outreach materials to let your staff and community know of engagement opportunities. This can be via flyers, social media, utility bills, public events, county meetings, stakeholder groups, and your website to name a few. You can see examples of our communications and engagement materials is our attachments at the end of this document.

There will be five key components to our engagement process:

1. Survey Process (Online and Paper)
   The survey process can be used across a variety of platforms. We engage with stakeholders, staff, partners, and the community using online survey tools such as Survey Monkey. We recommend reaching out to groups and individuals who may not participate in an online survey through printed materials, which could include a postcard version of the survey as well as sticky notes or white boards at strategic locations throughout the county.

2. Confidential Interviews with Stakeholders
   Confidential interviews – we have recommended 30 – are a significant part of the engagement process. Selecting important partners, staff, key community leaders, outspoken individuals, and others to participate in a confidential survey process can give insight and feedback that creates the foundation for important parts of the long-range plan and vision and adds to the data used to help analyze current challenges and opportunities. In addition, it can help inform people and create support for the strategic plan.

3. Social Media

If you are interested, we can create posts that are engaging, visual and tell the story of the process of your strategic plan, encourage people to engage in the feedback opportunities, and convey the message of the plan once completed. We can monitor and respond to comments.

4. Community Meetings
   There will be many opportunities for your community to participate, including community meetings, which can be in-person, virtual, or both. More and more people are familiar and even comfortable with participating in meetings virtually, which will also engage with a broader audience. We recommend at least two meetings during the feedback process and one meeting to review the draft strategic plan document before final approval.

5. Focus Groups
   We facilitate meetings with key stakeholders in your community to offer focused conversations about the priorities and goals associated with their areas of expertise that would result in how you can best serve the community over the next decade.

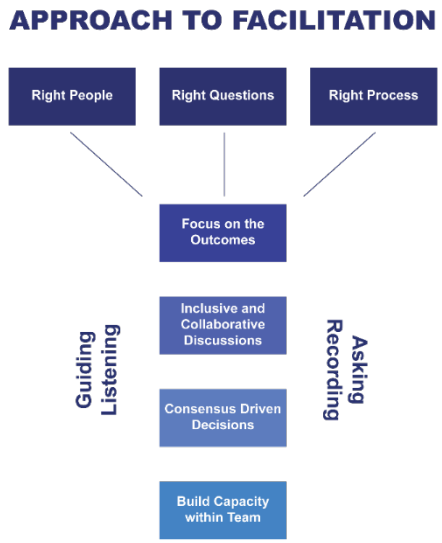
About Virtual Meetings

We do prefer to meet with you and your community in person, but absolutely understand health and budgetary concerns may require virtual facilitation. As professional facilitators, we know how to create a great facilitated meeting, whether in person or virtual. We staff ALL our virtual meetings with a minimum of two certified facilitators as a best practice. We offer the latest in collaborative online technology that offers participants engaging content that is active and participatory and not only substitutes for in person collaboration but matches it. We also mail a packet to all participants for a virtual meeting that is designed to be engaging, practical and fun.

Phase Three: Facilitate Strategic Planning Sessions

The facilitated meetings are the heart of our process and will be the foundation for the components of your strategic plan. The meetings are designed to build understanding, create support for the goals and priorities, and engage the stakeholders in the implementation and final decisions. We work with you to get the right people in the room, which typically includes commissioners, elected officials, and leadership team members.

This is where our background shines! As Certified Master Facilitators® and Certified Virtual Facilitators™, we specialize in creating a meeting framework that is engaging, effective, and creates the specific desired outcomes. Our team handles it all: preparing meeting agendas, designing PowerPoints, creating meaningful group discussions, and drafting meeting minutes, reports, and recommendations.



As a part of the facilitated meetings, we create an agenda with unique engagement techniques the promote critical thinking, open and honest conversations, and creative solutions to opportunities and barriers. We cover all of the components of a great strategic plan in addition to the specific issues that the community and your stakeholders may have identified during the engagement process. We work from the big picture (Vision) to the specific tactics and operational details (metrics and action steps) to ensure nothing is missed.

Reports and Information
The reports, photos, and documents created during the process are an often-overlooked part of the transparency we use in creating your Plan. The reports – both written and video based – can be posted online, emailed, or given to the Council, leadership team, and staff for updates. Anyone who could not attend a meeting can stay up to date on the plan and the process.

Strategic Plan Retreat
We are recommending a two-day retreat as a best practice. Having two days will create more time to have robust and deliberative conversations, fully understand context, discuss unanticipated consequences, and have a better picture of how to achieve the Vision for the future. Additionally, a two-day meeting will allow teamwork and communication to increase. The retreat will be fun, engaging, and effective!

To create an agenda with unique engagement techniques the promote critical thinking, open and honest conversations, and creative solutions to opportunities and barriers, we start with the data, information, feedback, and the analysis from Phase 2. We craft the agenda to reflect the common themes, ideas, and concepts as well as best practices for the county. We craft specific questions and exercises into the agenda that were based on document research, conversations, survey and interviews.

Internal Implementation Meetings
We recommend a full day internal staff and leadership meeting to work on the implementation of the plan. Not only will that help to add context to the strategic plan, but it will result in an actionable matrix with specific details about steps, accountability, resources, and measurements.

Employee Small Group Meetings
Small group meetings with staff are designed with two goals: to continue to involve your employees in the final product and to get feedback on the draft strategic plan document. These meetings take place once the first draft of the plan is written.

Open House and/or Virtual Community Meetings
These meetings would be designed to showcase the draft strategic plan prior to finalization and approval. We have found that this is best done informally with an open mind and the ability to have discussions about the "why" of the plan – the context and the reasoning behind the ideas captured in the document. The open house will be very visual (whether in person or a hybrid virtual event) so that various learning styles can fully participate.

Phase Four: Create Strategic Plan Documents

The overall *strategic plan* is the guiding document created from all our work. This is your framework, your road map, your guide to the future of the organization, and the key to measuring your successes. Our plans are customized to our clients but there are components to any Strategic Plan that are critical to long term success. While the language is often slightly different for each plan, the most important components include:

- ✓ Vision
- ✓ Mission
- ✓ Core Values (your Core Behaviors)
- ✓ Guiding Principles (your Strategic Lenses)
- ✓ Priorities/Pillars/Key Areas of Focus
- ✓ Goals, Projects/Objectives and Strategies (GPS) with Outcomes
- ✓ Tactics
- ✓ SWOT (Strengths, Weaknesses, Opportunities and Threats)
- ✓ Specific Action Steps in an Action Plan that are realistic and achievable
- ✓ Roles and Responsibilities
- ✓ Measurables and Performance Metrics

You can view some examples of the plans we create on our website. There you will see that they all reflect the unique culture of each client; are clear, understandable, and easy to read; and used as a communication tool, not just a detailed document. We also understand and have experienced firsthand that the engagement process can create many other "products".

We have included an approach in our proposal that includes quarterly meetings to celebrate successes, talk about lessons learned, set Action Steps for the next quarter, and annually review the GPS. We will support you in that work with a series of templates, videos, workbooks, and tools that will create capacity within your internal team to continue to build on strategic success and have a sustainable approach to implementation.

{Deliverables}

- ✓ Project Plan with Milestones
- ✓ Community Engagement Report
- ✓ Survey Results
- ✓ Comprehensive Strategic Plan
- ✓ An Implementation Matrix

- Specific Action Steps
- Metrics and Measurements and Benchmarks
- Time Frames
- Resources Needed

✓ Reports and documentation from all facilitated meetings, surveys, and assessments
✓ All raw data
✓ All PowerPoint presentations and photos from meetings
✓ Original graphic files for all work
✓ 50 hard bound copies of Strategic Plan
✓ 1 Electronic version of Strategic Plan

{Approach to Project}

Our team is available and ready to work on your project – our Guiding Principles require us to commit to the highest level of customer service and to being flexible and adaptable to meet changing needs. It is our belief that we are partnering to create YOUR strategic plan, and that allows us to approach our relationship with the intent to listen, to learn, and to make customized changes to our approach as needed. We have a depth of staff that allows us to ensure your project will never be delayed or affected if the unexpected happens on our end.

You will see in our attached timeline a breakdown of all activities and costs. Each phase represents a milestone toward moving closer to your finished strategic plan. Along the way, because of our unique structure of meeting with your core team on a regular basis, we are getting your feedback on our performance and our products, and we are making adjustments as needed.

{Summary}

Thank you for your consideration of our services! We appreciate the time it takes to have a process to select the right consultant as your partner, and we are happy to provide any information or resources that might be helpful to you. With our real-life experience working for (as employees and consultants) and with (as advisors, consultants, and partners) to local government organizations, we are confident that we can partner with you to create a process that engages your unique community and creates the comprehensive approach needed for your

{Project Fee}

See the full breakdown of timeline, costs, deliverables, and services on the attached spreadsheets.

- Phase 1: Design Customized Process

  $6,250

- Phase 2: Environmental Scan and Engagement

  $45,500

- Phase 3: Facilitate Strategic Planning Workshop and Implementation Workshop.

  $2,500

- Phase 4: Create Documents

  $9,750

- Total: All phases including travel and materials

  $99,000

We've added an option for ongoing support for one year, including adjustments to the strategic plan for an additional $18,750 if you so choose.

Attachments

{Additional Information}

Timeline and Cost Proposal
Sheryl Trent Resume
Mitzi Rapkin Resume
Zach Ratkai
Shelby Whitson Resume
Kristine Hutchinson Resume
Community Engagement Examples
Strategic Plan Examples
Implementation Plan Example

Williamson County Strategic Plan
Phases, Tasks, and Pricing

Phases and Tasks		Deliverable	Proposed Dates (To be determined by client)		Proposed Cost
Phase 1 - Background, Vision and Planning					
Task 1.1	Kickoff and Logistics Meeting (virtual) - 2 hour meeting	Logistics meeting to review framework, process, milestones and deliverables	March 30, 2022	$	1,500.00
Task 1.2	Weekly planning meetings (Zoom) and emails throughout the project	For updates, feedback, course correction	April 1 - October 1, 2022	$	3,000.00
Task 1.3	Creation of Staff Engagement Plan with Williamson County leadership approval	Engagement Plan	April 30,2022	$	1,250.00
Task 1.4	Project Management Plan Created and Approved	Project Management Plan	April 30, 2022	$	500.00
			TOTAL PHASE 1	**$**	**6,250.00**
Phase 1 Deliverable: Approved engagement process and plan and project management plan					
Phase 2 -Document Review and Staff Engagement					
Task 2.1	Receive documents for review	All releveant documents for review for situational awareness and creation of engagement materials	April 15, 2022	$	1,000.00
Task 2.2	Recommended partners for engagement	A list of organizations and contacts for outreach	April 30, 2022		Included
Task 2.3	Recommended list of interviewees (30)	Names of stakeholders to interview	April 30, 2022		Included
Task 2.4	Create draft community interview questions and survey questions for approval and final questions	Stakeholder, and community partner questions	April 30 - May 15, 2022	$	2,500.00
Task 2.5	Create draft staff survey questions for approval and final questions, release and monitor survey	Staff survey questions	April 30 - May 15, 2022	$	3,000.00
Task 2.6	Identify other unique engagement tools: postcards, popup white boards, social media strategy	Determine additional means of engagement	April 30 - May 15, 2022		Included
Task 2.7	Personal interviews	Gather input from key stakeholders on priorities in 30 one hour interviews	May 15 - June 15, 2022	$	6,000.00
Task 2.8	Community Engagement Open House	Five 2 hour open houses around community	May 15 - June 15, 2022	$	10,000.00
Task 2.9	Staff Open House	Three 2 hour open houses for staff	May 15-June 15, 2022	$	6,000.00
Task 2.10	Focus Groups	Four 2 hour focus groups with expert stakeholders	May 15 - June 15, 2022	$	8,000.00
Task 2.11	Full report of engagement data: interviews and surveys	Engagement Report with themes, priorities, and areas of concern	June 22, 2022	$	2,000.00
Task 2.12	Community Open Houses for Feedback on Draft Strategic Plan	Four 1 hour open houses to gather input from community on draft plan	August 8,2022	$	4,000.00
Task 2.13	Staff Open Houses for Feedback on Draft Strategic Plan	Three 1 hour open houses for staff	August 9 - 10	$	3,000.00
			TOTAL PHASE 2	**$**	**45,500.00**
Phase 2 Deliverable: Community engagement materials, Engagement Report, survey results and documentation, open houses, focus groups					
Phase 3 - Facilitate the strategic planning process					
Task 2.11	Two day retreat to complete all the details of the Strategic Plan	2 full day meetings	July 6-7, 2022	$	18,000.00
Task 3.2	One day retreat to complete the Implementation Matrix	1 day meeting	July 8, 2022	$	8,000.00
Task 3.3	Attend public hearings	2 public hearings with formal presentation of strategic plan	September 9-30, 2022	$	1,500.00
			TOTAL PHASE 3	**$**	**27,500.00**
Phase 3 Deliverable: Facilitated SWOT meetings, Strategic Plan and Implementation Matrix process and staff feedback meeting and meeting notes					

Phase 4 - Create Documents					
Task 4.1	Strategic Plan Framework Draft	Draft document	July 29,2022	$	3,000.00
Task 4.2	Executive Summary with Recommendations	Executive Summary of Strategic Plan	September 8, 2022		Included
Task 4.3	Strategic Plan Revision #1	Revisions based on Williamson County feedback	August 15, 2022	$	750.00
Task 4.4	Strategic Plan Revision #2	Revisions based on Williamson County feedback	August 29, 2022	$	500.00
Task 4.5	Strategic Plan final and printing	Final strategic plan in color with graphics	September 8, 2022	$	2,500.00
Task 4.6	Implementation Matrix and Plan	Final matrix with roles and responsiblities and milestones	August 29, 2022	$	3,000.00
			TOTAL PHASE 4	**$**	**9,750.00**
		Phase 4 Deliverable: Draft Final Strategic Plan with Implementation and Evaluation Documents			
		Total		**$**	**89,000.00**
		Note: client will provide all materials for meetings			
		Travel Costs 5 trips for Sbrand Staff		**$**	**10,000.00**
		Total Not to Exceed Cost		**$**	**99,000.00**
Optional Ongoing Support and Implementation					
Monthly conference calls, customized templates		Monthly video conference, written templates, responses to emails and phone calls			Included
Quarterly Review and Update Meeting		4 hour meeting to update the Implementation Plan		$	4,500.00
Quarterly Review and Update Meeting		4 hour meeting to update the Implementation Plan		$	4,500.00
Quarterly Review and Update Meeting		4 hour meeting to update the Implementation Plan		$	4,500.00
Updates to Plan as Needed		In a meeting for consideration		$	750.00
		Deliverable: Full Year of Ongoing Support and Implementation Meetings		**$**	**18,750.00**

Sheryl Trent

(970) 208-6633
sheryl@sbrandsolutions.com
2874 Blue Leaf Drive, Fort Collins, Colorado 80526
www.sbrandsolutions.com

summary of qualifications

- 25+ years of experience in public and non profit sector leadership and management
- A Certified Master Facilitator®, one of fewer than 40 in the world
- Expert at facilitating complex and confrontational topics in a manner that makes them easy to understand and allows consensus to be built
- Customized process and product for each client that builds capacity and enhances shared values
- Proven success and long term results in facilitating strategic planning & team building for clients
- Unique community engagement design and tools
- Experienced virtual facilitator for large and small meetings

professional management and leadership experience

current

OWNER, SBrand Solutions, LLC

prior

COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR
City of Evans, Colorado

EXECUTIVE DIRECTOR
Evans Redevelopment Agency

TOWN ADMINISTRATOR
Town of Milliken, Colorado

COMMUNITY DEVELOPMENT DIRECTOR (ACTING)/ ECONOMIC DEVELOPMENT MANAGER
City of Grand Junction, Colorado

INVESTMENT REPRESENTATIVE
Edward Jones Investments, Yreka, California

COUNTY ADMINISTRATOR (ACTING)/ASSISTANT COUNTY ADMINISTRATOR
County of Siskiyou, Yreka, California

ASSISTANT TO THE CITY ADMINISTRATOR
City of Santa Paula, Santa Paula, California

ASSISTANT TO THE CITY MANAGER/INTERN
City of Federal Way, Federal Way, Washington

past and present

education

- BA Political Science, University of Washington
- MPA Public Administration, University of Washington
- Certified Master Facilitator®
- Certified Virtual Facilitator™
- Rocky Mountain Leadership Program
- Grand Junction Area Chamber of Commerce Leadership Program
- Credentialed Manager with ICMA
- Certified Life Coach
- Consistent ongoing training and coursework

professional affiliations

- ICMA Member, Credentialed Manager
- CCCMA Member
- INIFAC Board Member
- ICSC Member, Government Relations
- IEDCC Member
- Downtown Colorado Member
- Strategic Planning Member Association
- Small Business Development Center Board Member
- Leadership Council, Upstate Colorado
- Adjunct Faculty, Front Range Community College
- Strategic Planning Member Association and National Coalition for Dialogue and Deliberation Member

Sheryl Trent

(970) 208-6633
sheryl@sbrandsolutions.com
2874 Blue Leaf Drive, Fort Collins, Colorado 80526
www.sbrandsolutions.com

highlights

- Facilitates the creation of customized strategic plans for public and non profit clients that build capacity, inspire action, ensure accountability, and focus on results.
- Creates fun and engaging team building retreats that increase communication and results in forward momentum and alignment.
- Cultivates curiosity that drives learning and listening through shared values.
- Designs specialized training (in person, manuals and videos) for facilitation skills, strategic planning, Board development and team building.
- Negotiates and administers contracts and agreements with public and private partners that have resulted in multi million dollar capital projects, grants for both capital and planning projects, and agreements for development and sharing of new revenue.
- Leads multi-functional teams to develop new strategies, adopt controversial plans with support and consensus, create new investments and capital projects, and involve a wide range of affected parties.
- Establishes working groups of stakeholders that successfully collaborate to drive implementation, forward momentum and accountability.
- Speaks at keynote engagements on how to effectively facilitate meetings and implement strategic plans.
- Offers sought after on line training for strategic planning and board development at www.sbrand.teachable.com.

Learn more at www.sbrandsolutions.com

Strategic. Sustainable. Success.

{SBrand}
HELPING YOU FILL IN THE BLANKS

Sheryl Trent

With over 30 years of local government and nonprofit experience, Sheryl Trent is one of fewer than 45 Certified Master Facilitators in the world, is a Certified Virtual Facilitator, and holds a certification from Cornell University in Diversity, Equity and Inclusion. She brings real world experience to her work including managing strategic plans, comprehensive plans, massive capital projects, and economic development agencies. She has served on foundation boards, non profit boards and community service boards, and that combined experience gives her a unique understanding of the needs of her clients. SBrand Solutions was formed to “help fill in the blanks” for local governments, special districts, nonprofits, foundations and other agencies. She and her team of experts travel across the country designing a customized process grounded in proven methodologies to create strategic, sustainable success.

Education

- BA Political Science, University of Washington
- MPA Public Administration, University of Washington
- Rocky Mountain Leadership Program
- Certified Master Facilitator (tenured)
- Certified Virtual Facilitator
- Certified Life Coach
- Certified by Cornell University in DEI

Professional Affiliations

PAST AND PRESENT

- ICMA Member, Credentialed Manager
- CCCMA Member, Conference Planning
- ICSC Member, Government Relations
- IEDCC Member
- INIFAC Board Member
- Chamber of Commerce Board Member
- Small Business Development Center Board Member
- Leadership Councils
- Rotary President
- Adjunct Faculty, Front Range Community College

Clients

- State Agencies
- Cities and Towns
- Counties
- Special Districts
- Nonprofit Organizations
- Chambers of Commerce
- Economic Development Organizations
- Private Corporations
- Partnership/Membership Organizaitons
- Foundations

Client Results

- Consensus Driven Facilitation
- Results Based Strategic Planning
- **Systematic Organizational Assessments**
- Board and Team Development
- Community/Stakeholder Engagement

Each of our clients is unique and we customize a facilitated process based on confidential conversations, surveys, outreach, research, and best practices. Whether in person or virtual, all of our meetings are engaging, effective and efficient with results that include stronger relationships, better communication, deeper understanding of the issues, strong support for the decisions, and a clear path to success.

Strategic. Sustainable. Success.

{SBrand}

HELPING YOU FILL IN THE BLANKS

2874 Blue Leaf Drive, Fort Collins, Colorado 80526 I www.sbrandsolutions.com sheryl@sbrandsolutions.com I (970) 208-6633

Mitzi-Jill Rapkin

STRATEGIC COMMUNICATIONS & FACILITATION PROFESSIONAL

MY PHILOSOPHY

- Strategic planning aligns with organizational values & mission
- Daily work supports long-term organizational goals
- Employees are stakeholders in organization's success
- Internal & external partnerships strengthen organization & outcomes
- Creative thinking pushes innovation & leads to better solutions
- Visionary leadership inspires stakeholder participation
- Communications is transparent and customer service focused
- Collaboration is the foundation of success

EXECUTIVE PROFILE

- Communications professional with proven track record in developing strategic & tactical plans
- Professionally trained and MG Rush Certified Structured Facilitator
- Proactively identifies potential problems & provides solutions
- Consistently provide creative ideas to push the communications agenda toward further success
- Deliver customer service and client focused solutions
- Unflinchingly loyal to mission of serving customers with transparent, effective communications
- Persistently evaluating status quo to develop better solutions & more successful outcomes
- Impeccable follow-through
- Strong collaborator with a knack for building partnerships & alliances
- Proponent of continued growth & self-evaluation in order to access excel
- Rise to challenges & produce under pressure
- Highly adaptive & quickly integrates new knowledge to further personal & organizatonal goals
- Strong balance of left brain critical thinking, logic, & reasoning paired with right brain creativity & imagination

CAREER HIGHLIGHTS

- Facilitated visioning process for new leadership team at Colorado Mountain College, Aspen & Carbondale
- COVID-19 crisis communication plan & collateral implemented by cities across USA
- Grew City of Aspen social media, website, & community engagement by quadruple digits during COVID
- Spearheaded partnership during COVID-19 to create valleywide messaging cohesion that is still operating today
- Led rebranding effort for City of Aspen
- Host and produce literary podcast for international audience with 330+ episodes

MITZI-JILL RAPKIN

LEADERSHIP & COMMUNICATIONS

Communications Manager

City of Aspen | 2005-2007 & 2011 - present

Strategic Thinking

- Design and implement City of Aspen's strategic & tactical communications efforts
- Advise city leadership on alignment between policy & communications
- Develop and write communication plans for regular workplan, special projects, & crisis situations
- Communicate organizational vision & policies to community via multi-media outlets
- Create & execute media strategies
- Design & lead citywide training on writing, storytelling, media relations, & engagement strategies

Fostering Community

- Partner with leadership team to develop & carry-out vision of organization
- Build & cultivate stakeholder relationships within organization & with external partners & community
- Identify & understand the needs of key stakeholders to achieve shared goals
- Facilitate difficult conversations among groups with competing interests
- Design & implement community engagement strategies

Execution

- Execute communications projects with focus on successful outcomes & quality product
- Write & edit external & internal collateral such as press releases, marketing materials, & election information
- Compose talking points for City leadership
- Manage & create organization's social media content
- Led project to rebrand City of Aspen, including overseeing project budget

Accountability

- Track analytics across multiple platforms to assist with data-driven decisions
- Initiate adoption of new technologies to provide accountability & better organize communications
- Hire & oversee contract communicators, graphic designers, & photographers
- Track budgetary spending

Host & Producer

First Draft: A Dialogue on Writing | 2013 - present

- Founded literary podcast with 300 + episodes with prize winning authors from around the world
- Host and produce weekly episodes in partnership with prestigious literary organization called Literary Hub
- Read one book a week and interview author
- Edit and produce 50 episodes a year
- Focus on fiction, non-fiction, poetry, and essays

Reporter / News Director

Aspen Public Radio | 2004-2005 & 2007-2011

- Developed & implemented strategic vision of local news programming
- Hired, supervised, & evaluated three employees
- Managed News Department budget
- Oversaw production of three daily newscasts & special programming
- Developed community partnerships
- Reported breaking, daily, & feature news & hosted talk & morning shows
- Edited reporters & freelance writers
- Maintained records for federal government filings
- Managed news webpages & social media
- Wrote & delivered monthly reports for board of directors

MITZI-JILL RAPKIN

OTHER PROFESSIONAL EXPERIENCE

Filmmaker
Fleisher Films | 2003-2004
- Associate produced film for Animal Planet & Discovery Channel on orphaned black bears in New Hampshire

National Geographic Television | 2001-2003
- Wrote, produced, & edited educational videos on environmental & wildlife topics

Guide, Educator, Naturalist
Backroads | 1994-2000
- Led bicycling & hiking trips nationally & internationally

Visions | 1996
- Led service trips for teenagers to build trails, playgrounds, & daycare centers in Native Alaskan Villages

Alaska Wildland Adventures | 1997
- Guided whitewater rafting & hiking trips & worked as naturalist in Denali National Park & Kenai Peninsula

San Joaquin School District | 1992-1993
- Taught environmental education to sixth grade students Monday through Friday at live-in facility

Aspen Center for Environmental Studies | 1992
- Summer internship focusing on outdoor education, naturalist work, & wildlife rehabilitation

Houston Independent School District | 1991-1992
- Taught environmental education to fifth grade students Monday through Friday at live-in facility

SKILLS / ACCOMPLISHMENTS

- IAP2 Trained Public Engagement Specialist
- MG Rush Trained Structured Facilitator
- Strong public speaker & excellent communicator
- Basic film & sound editing
- Fundraised $28K+ for personal projects
- Grant writing experience
- Spanish communication (college level)
- Roaring Fork Leadership graduate
- Emerge Colorado graduate

EDUCATION

MFA Creative Writing | 2016
Warren Wilson College

MS Journalism | 2001
Northwestern University - Medill School of Journalism

BA English & Religion | 1990
Indiana University

N. ZACH RATKAI

1876 Nova Lane Richland, WA | 303.594.9569 | Zach@sagelandstrategic.com

Zach Ratkai is a government collaborator and champion of the public sector with over 16 years of experience working in and with municipalities throughout Colorado and Washington. He is currently the Administrative and Community Services Director for the City of Pasco, Washington and Principal of Sageland Strategic, an independent consultant firm working with communities, businesses, and non-profits to create functional and collaborative cultures to serve their missions.

A graduate of the University of Colorado's School of Public Affairs, Zach holds a master's degree in Public Administration and a Certificate in Public Management. He also holds a bachelor's degree in Applied Geography from the University of Northern Colorado. Zach's local government work experience includes government administration, economic development, urban and regional planning, and disaster recovery management and resiliency building, – a journey that has taken him to the Colorado and Washington State Capitols, the US Capitol, and the White House to advocate for the interests of local communities.

His passion for local government is rooted in fostering intergenerational collaboration and goals, culture change, personnel management, and strategic planning. He is a champion for the public sector and has worked with local governments, city managers' associations, young professionals' groups, and economic development groups to collaborate on projects and missions of high importance.

When not working to change the paradigm in the public sector, he can be found on the lakes of northern Idaho with his family, skiing in the Blue Mountains, or at the local hockey rink. He and his family make their home in Richland, Washington.

EDUCATION

Master of Arts in Public Administration
(2014) University of Colorado

Graduate Certificate in Public Management
(2012) University of Colorado

Bachelor of Arts in Applied Geography
(2004) University of Northern Colorado

WORK EXPERIENCE

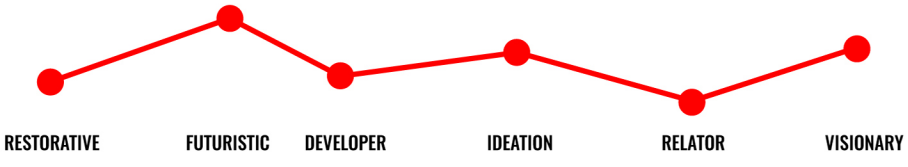
Sageland Strategic LLC
Principal
Strategic planning, facilitation, retreat moderation, and general champions for organizational optimisization and advancement.

City of Richland, WA
Economic Development Manager
In charge of real estate, marketing, business retention, and recruitment.

City of Pasco, WA
Admin & Comm Services Director
General administration for IT, Clerk, Recreations, Parks, Facilities, and Indigent Defense for the City.

City of Evans, CO
Com Dev/Recovery Manager
Managed disaster recovery effort, in addition to community development, building, and code administration.

SKILLS



SHELBY R. WHITSON

(970) 314-8999

shelbyrosewhitson@gmail.com

SOCIAL MEDIA MASTERY CERTIFIED

SPECIAL ACHIEVEMENTS

- **Dean's Honor List,** for obtaining a GPA between a 3.7 and 4.0
- **Pi Sigma Delta Honor Society,** for exceptional performance in political science courses
- **Lambda Pi Eta Honor Society,** for exceptional performance in communication courses
- Obtained undergraduate degree in three years
- 3rd Place Award for Best Multimedia Package, Texas Intercollegiate Press Association

EDUCATION

May 2016

Texas Christian University, Bachelor of Science, Political Science, AddRan College of Liberal Arts, Minor, Journalism, Bob Schieffer College of Communication

SELECTED WORK EXPERIENCE

Representative Morgan Meyer, *Campaign Director*
Jan. 2017- Present

- Managed successful re-election campaigns in the heart of Dallas with a multi-million dollar budget
- Led the development of all messaging to the district of 150,000 people
- Created content for and managed all digital presence and social media forthe campaign

SBrand Solutions, *Consultant*
June 2020 - Present

- Contracted with clients to develop and execute strategic marketing and media plans
- Assisted in the planning and execution of the Nurse Educator's Conference in the Rockies

Ergeon, *Copywriter*
May 2020 - Present

- Created digital content for the tech startup, including blog posts, web content, social media
- Worked on increasing SEO for Ergeon, contributed to a 30% lead increase in Q2

Dallas County Republican Party, *Communications Director*
Aug. 2016- Jan. 2017

- Composed all press releases, educational materials, social media posts, emails, and other digital communications

The109 Fort Worth, *Politics & Public Affairs Editor*
Aug. 2015- May 2016

- Filmed, wrote, and edited stories about local government, public safety and the local economy weekly
- Ran the social media account for the news outlet and enhanced social media presence for news stories

The Rutledge Foundation, *Grant writer*
May 2015- Sept.2015

- Researched and wrote grant proposals to obtain funding for the cancer foundation
- Secured funding to cover the operating expenses of the 2016 fiscal year

PROFESSIONAL DEVELOPMENT

Texas Public Policy Foundation, *Liberty Leadership Council*
August 2017- August 2019

- Helped plan events to engage the community with the mission and vision of TPPF

Dallas County Council of Republican Women, *Publicity Director*
December 2018- August 2019

- Advocated on behalf of the DCCRW to legislators, community members and press
- Highlighted the initiatives of the DCCRW through social media and other outlets

TCU Speech &b Debate Team, *Vice President*
August 2013- May 2016

- Awarded third place speaker at the 2013 Pi Kappa Delta national tournament
- Competed with success in the events of extemporaneous speaking, persuasive speaking and parliamentary debate

TCU Young Americans for Freedom, *Communication Executive*
August 2014- May 2016

- Created all marketing materials for TCU YAF, including social media posts, emails, event flyers and more

FM 88.7 The Choice, *Associate News Producer*
January 2015-May 2016

- Wrote daily news casts on current events in local and international news and reported them live on 88.7 The Choice

Pi Beta Phi Fraternity for Women, *Communication and Publication Chair*
December 2013- May 2016

- Wrote monthly articles to Pi Beta Phi's national magazine, The Arrow, and coordinated social media outreach

KRISTINE HUTCHINSON

WWW.KRISTINEHUTCHINSON.COM

KRISTINEHUTCHINSON@GMAIL.COM

303-188-6818

PERSONAL OBJECTIVE

Punctual professional with keen multitasking abilities, time management skills, and an accurate record of meeting deadlines. A highly motivated and positive individual with exceptional verbal and written communication skills and attention to detail. Strong organizational skills and ability to think strategically with quick response time and handle multiple projects at once.

WORK EXPERIENCE

DEVELOPMENT & QUALITY MANAGER, SBRAND SOLUTIONS, JUNE 2051-PRESENT

Administrative assistant in all areas of the business. Assists in building and maintaining client relationships. Assists with project management deadlines. Drafts and finalizes RFP proposals. Creates survey and analyzes results into reports. Manges Standard Operating Procedures. In-depth file management. Graphic design experience. Website design\maintenance experience. Marketing experience.

CAREGIVER, CHOICE HOME CARE, JANUARY 2018-PRESENT

Provides nursing personal care and allowable health maintenance activities for clients in their home or community setting in compliance with a service plan. Provides assistance with completing activities such as grooming and doctor's appointments outside of the home. Provides assistance with activities of daily living, personal care, and other tasks as specified in the care plan.

OWNER\EDITOR, KH EDITING & WRITING SERVICES, JUNE 2018-PRESENT

Edits, proofreads, and evaluates final copies of manuscripts to verify content aligned with established guidelines. Provides concise and constructive editorial feedback to authors by delivering constant and open communication. Builds client relationships by responding to inquiries, identifying and assessing clients' needs, resolving problems, and following up with potential and existing clients to ensure satisfaction. Ensures work is aligned with service levels as agreed upon and client requirements as specified in client agreement.

CLAIMS MANAGER, BELLATOR CLAIMS RESOLUTION, MARCH 2051-MAY 2051

Coordinated and managed\updated electronic claims files for more than 20 clients, both residential and commercial properties. Maintained client and company confidentiality as required by law and company policy. Defined data entry required into Claims Force system. Drafted and sent contracts to appropriate parties involved. Reviewed contractor estimates for negotiation purposes with insurance companies. Reviewed insurance policies for coverage. Created necessary reports\documentation on behalf of clients.

MAINTENANCE PLANNER\SCHEDULER, HUNTER DOUGLAS, JUNE 2012-JANUARY 2018

Coordinated and managed all work schedules, work orders, and projects for maintenance technicians within the assigned functional areas for the organization. Managed all work-in-process orders, verified for accuracy, and ensured that all scheduled and productivity goals were met. Deployed resources to coordinate project responsibilities to meet project completion time frames. Ensured the completion of work orders was documented in the system of record based on established policy and procedure. Collaborated with department heads to coordinate maintenance tasks, operations and engineering projects. Analyzed, developed, and implemented department policies and procedures and continuously identified ways to streamline and improve increased production. Followed all safety and clean work environment protocols within the workplace.

INSPECTION COORDINATOR, HUNTER DOUGLAS, JUNE 2012-MAY 2018

Directly supervised the day-to-day production and flow of approximately ten team members within the department. Focused on the inspection of various window fashion products to ensure all quality standards were met. Reviewed daily production schedules and continuously exceeded set production goals. Provided coaching, mentoring, performance reviews, and training to new and established employees. Reviewed safety protocols, clean workplace environment procedures, and provided feedback to employees regarding best practices.

KRISTINE HUTCHINSON

WWW.KRISTINEHUTCHINSON.COM

KRISTINEHUTCHINSON@GMAIL.COM

303-188-6616

PERSONAL OBJECTIVE

Functional professional with keen multitasking abilities, time management skills, and an accurate record of meeting deadlines. A highly motivated and positive individual with exceptional verbal and written communication skills and attention to detail. Strong organizational skills and ability to think strategically with quick response time and handle multiple projects at once.

WORK EXPERIENCE

SALES ASSOCIATE, COSTCO WHOLESALE, JUNE 2015-JANUARY 2018

Provided the highest level of customer service to all club members by assisting with product information, membership inquiries, sales, returns, inventory, food court, transactions, and issue resolution. Assisted management with several administrative functions and participated in the completion of special projects as needed. Developed training materials and cross-trained staff on store operations, administration, and policies and procedures.

PLANT MANAGER, DISCOVER BOOKS, APRIL 2011-JUNE 2015

Responsible for the direct day-to-day supervision of approximately 12 employees within the production operations division of the organization. Monitored and performed analysis on the Profit\Loss statement and reviewed expenses for cost reduction opportunities. Managed inventory, ensured all systems were updated\maintained, coordinated driver routing, and all incoming\outgoing shipments for the plant. Provided training to employees on policies and procedures and communicated organizational updates to the team.

PETTY OFFICER SECOND CLASS, UNITED STATES NAVY, JULY 2006-JULY 2010

Performed mechanical, technical managerial, and administrative duties required by the Naval Aviation Maintenance Program. Prepared aircraft and maintenance-related correspondence and managed government files regarding manning, personnel. Temporary Alternate Duty, training requirements, and transfers. Supervised the coordination of organizational reporting requirements and identify areas for improvement within maintenance policies and procedures that would streamline workflow. Organized, maintained, and operated the Navy Aeronautical Technical Applications Tiptary while providing training to 3 tipratiane. Acted as the data analyst for the Naval Aviation Logistics Command Management Information System (NALCOMIS) and validated data pertaining to the history, operation, maintenance, configuration, receipt, and transfer of naval aircraft, related aeronautical equipment, and components installed in related equipment

EDUCATION & AWARDS

BACHELOR OF SCIENCE: BUSINESS MANAGEMENT

Johnson & Wales University
Denver, Colorado, September 2011 to May 2013

HIGH SCHOOL DIPLOMA

Horizon High School
Thornton, Colorado, 2005-2009

ADDITIONAL SKILLS & EXPERTISE

- Published Author
- Blog - The Life of a Caregiver
- Guest Appearance on PatientsRising Podcast
- Published Articles on PatientsRising.org
- Owner of KH Editing & Writing Services (June 2018 to Present)
- Toynter ACES Certificate in Editing
- Editor of several works including Adult Fiction, Nonfiction, Children's Books, Poetry, and Screenplays

KRISTINE HUTCHINSON

303-188-6616

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WWW.KRISTINEHUTCHINSON.COM

PERSONAL OBJECTIVE

Punctual professional with keen multitasking abilities, time management skills, and an accurate record of meeting deadlines. A highly motivated and positive individual with exceptional verbal and written communication skills and attention to detail. Strong organizational skills and ability to think strategically with quick response time and handle multiple projects at once.

REFERENCES

DIANA FRANKLIN

Maintenance Supervisor, United States Navy
hello@reallygreatsite.com
508-820-8330

SHERRY TRENT

Owner\Consultant, ZBand Solutions
sherri@sbrandsolutions.com
970-209-8833

OTIS COOPER

Administrator, Food & Drug Administration
otis.cooper@fda.hhs.gov
302-367-3110

TENNA (TEE-NAH) BRIDGERS

Supply Manager, United States Navy
otbrid@aol.com
213-837-0861

STEPHANIE GRAY

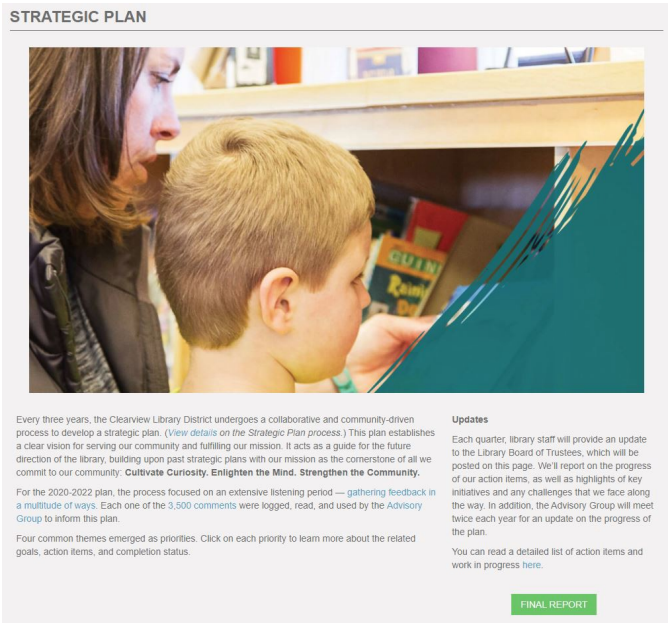
Owner\Author, Porter Co. Booke Shoppe
portermarketingco@gmail.com
910-388-8478

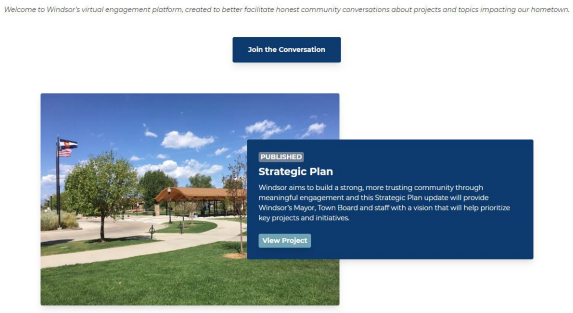
Community Engagement Process

Examples

Website Engagement

The website is a great place to create a page specific to the process, and to post information, have engagement, link to surveys, and share reports and photos.





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Social Media Engagement

Whatever social media is used (Facebook, Twitter, TikTok, Instagram) a social media post with a question, information, or a call to action is a great way to engage with a wide range of people in your community!

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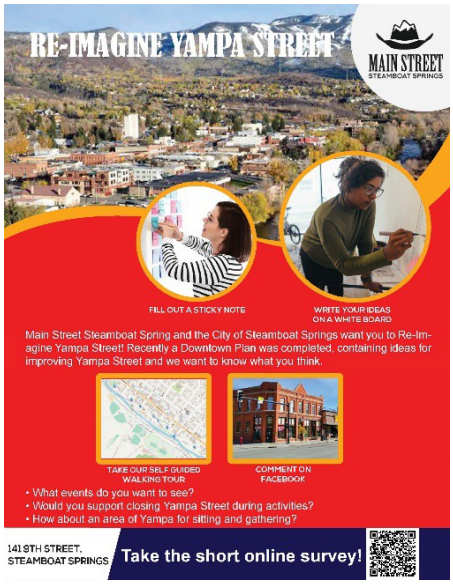
Printed Engagement Materials

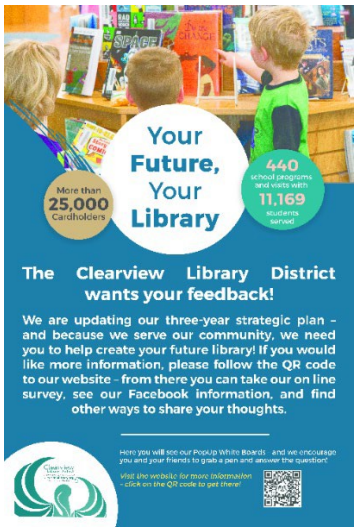
Flyers

Informational flyers can share details, contain links, be posted online, and be mailed.



Posters

Designed to go with the white boards, placed at event tables, and hung on display, the posters inform people about the process and allow for engagement through information and a call to action.



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Postcards

Postcards can be handed out, mailed directly to participants, or left with businesses. People who might not have time to fill out an online survey, and who might prefer to write find this method of engagement easy to use.

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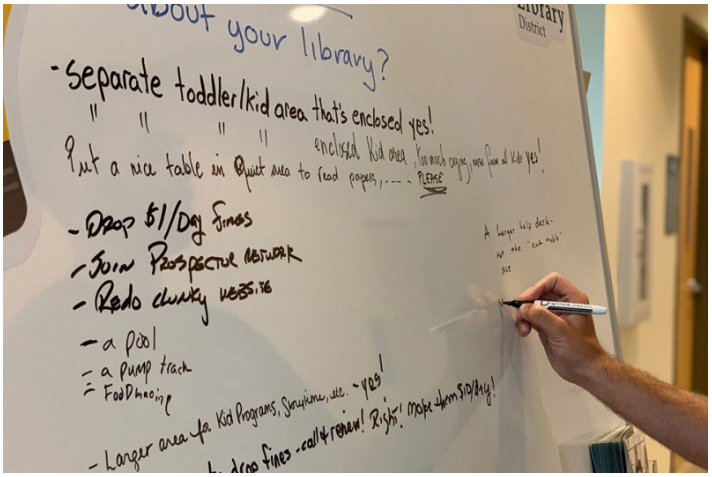
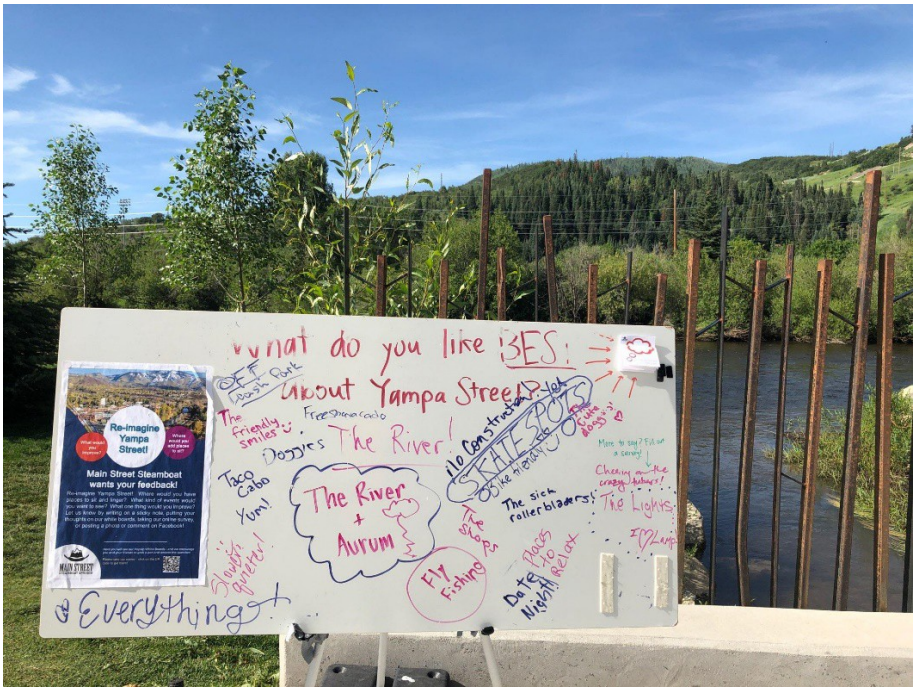
White Boards

White boards are use with pens, sticky notes, posters, brochures, and flyers to engage the public in a fun, quick and informal manner. Placed at key locations throughout the community (businesses, gyms, coffee shops, recreations centers, faith-based locations, libraries, and public buildings) they offer a way for all ages to interact with ideas.





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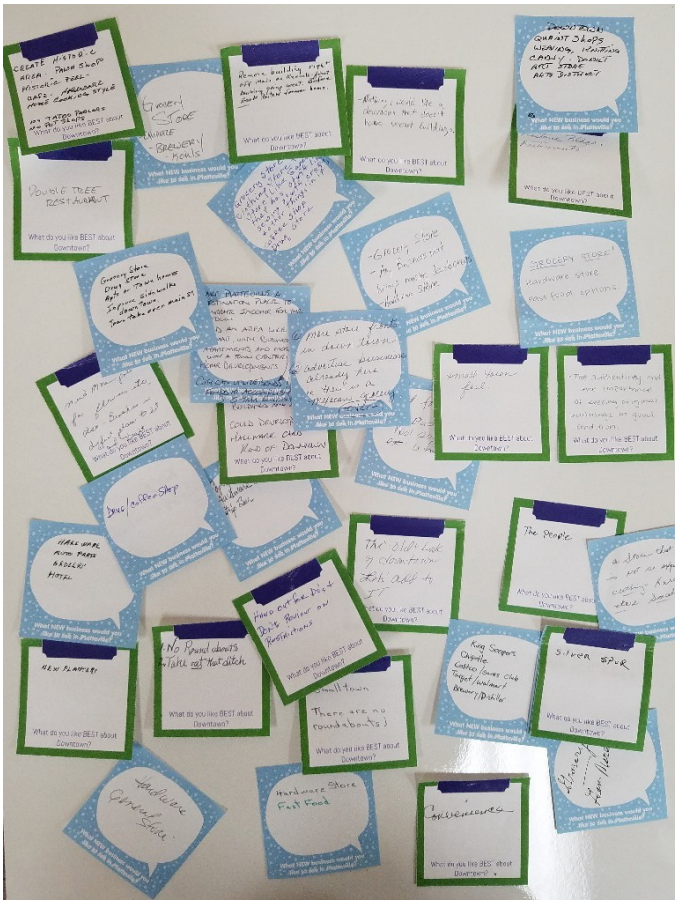
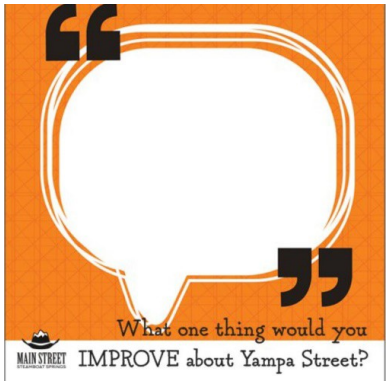
Sticky Notes

The least formal (most fun) way to engage, and a great way to reach youth. Perfect for events where the community might have limited time, and easy to read and fill out.





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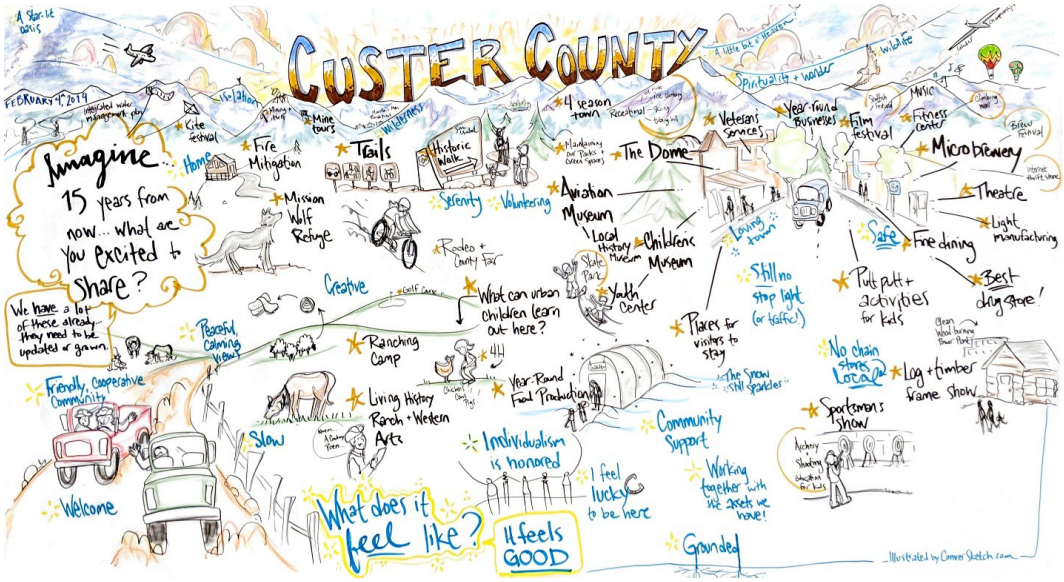
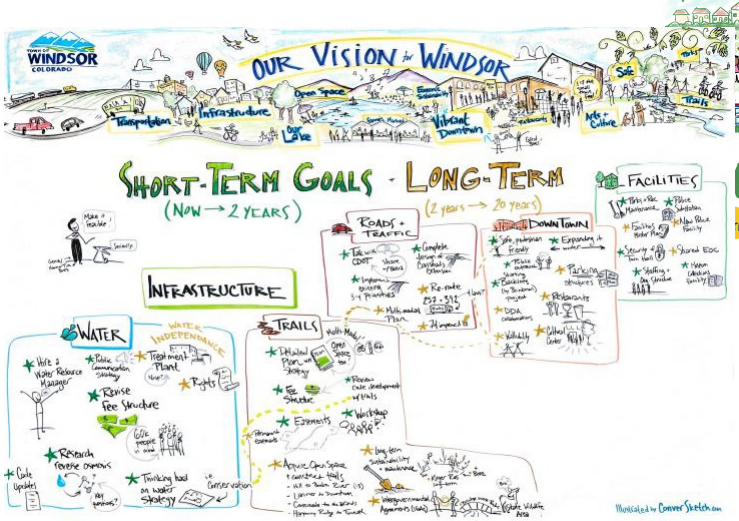
Graphic Recording

Having a graphic recorder sketch live while a conversation about the future is facilitated is an amazing way to engage the community. There is true interest as well as a buy in to the ideas expressed and then drawn on the boards.





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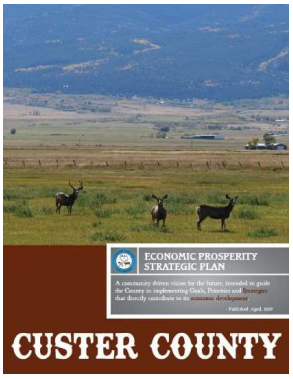
Representative Projects for County Government Clients

Napa County Health and Human Services Strategic Plan (2019)

The team at Napa County Health and Human Services needed to create team implementation and action plans based on the overall County of Napa Strategic Plan. Through a series of facilitated meetings, we created 10 team implementation plans with specific action steps, due dates, and accountability leads as well as measurements. The creation of a Vision and Mission was also an outcome of our meetings.

Custer County Economic Prosperity Strategic Plan (2019)

The Board of County Commissioners selected Sheryl to conduct a intensive series of community meetings, grounded by a community survey and specific stakeholder interviews to drive the Strategic Plan. The focus of the Plan was on economic prosperity, and over the course of 5 public meetings, over 600 surveys, 30 individual interviews, and multiple Task Force meetings, Sheryl was able to create a consensus-based document in a community that has often been characterized by dissent and political differences.



Eagle County, Colorado Strategic Plan (2016 – present)

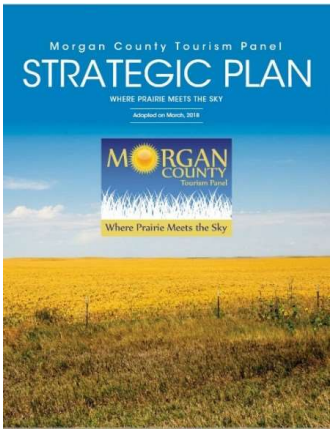
SBrand Solutions was hired by Eagle County to **review and update their Strategic Plan**. Two full retreat days with the leadership staff and Board of County Commissioners resulted in a renewed Vision and Mission, updated and revised Goals, Priorities and Strategies (GPS), and a completely revamped Action Plan. The team subsequently brought SBrand back to continue teambuilding and set additional Goals moving forward and have asked Sheryl to return in early 2019 to assist with the ongoing process. Subsequently the Eagle County Sheriff's Office requested that Sheryl facilitate their Strategic Plan, which required over 40 hours of meetings with 80 employees.

Lee County, North Carolina Strategic Plan (2020)

For their first strategic plan in the history of Lee County, SBrand was selected to conduct an inclusive community engagement and outreach plan and facilitate a series of community and staff meetings to create their Strategic plan. With ongoing implementation meetings scheduled in the coming years, Lee County has a strong foundation of community support and understanding for their vision and goals.

Morgan County Tourism Board (2018)

The Morgan County Tourism Board brought in Sheryl to facilitate a series of meetings designed to focus the efforts of the Board on specific Goals, Priorities and Strategies.
The resulting Plan was based on state data and local economic information and has been a great success in creating accountability, common understanding and alignment, and follow through.



COLORADO
Department of Local Affairs

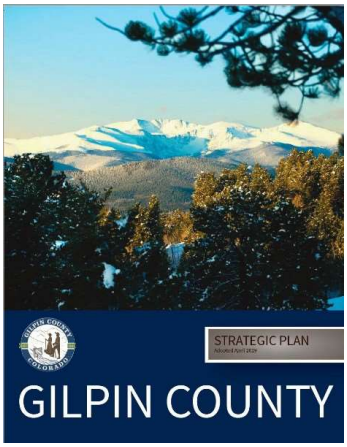
State of Colorado, Department of Local Affairs, Main Street Program (2015 – present)

The State of Colorado has selected SBrand Consulting as one of the preferred contractors to design and conduct facilitated Strategic Plans across the state for Main Street Communities. All Main Street organizations are slightly different: some are nonprofit boards, some are combined with a Chamber, some are part of the Downtown Development Authority and some are committees appointed by the Towns. In that capacity, we have facilitated the creation of over 30 strategic plans.

Gilpin County Strategic Plan (2019 - present)

The County Board and Manager requested that SBrand Solutions **facilitate a series of teambuilding meetings** (based on Strengthsfinder) **and strategic planning retreats** with stakeholders, partners, staff and elected officials of the County to set a new Vision and Goals for the future of Gilpin County. During the two day retreat a commitment to the Vision and Mission reenergized the team, and Goals, Priorities and Strategies (GPS) were set, with specific Action Steps that created accountability and focus moving forward. Partners and stakeholders came to the table to collaboratively create solutions to long term issues faced by the County.

More examples of our Strategic Plans and complete copies of these examples can be found on the website at www.sbrandsolutions.com.



LEE COUNTY GOVERNMENT

STRATEGIC PLAN 2022 - 2027

Adopted September 21, 2020

LETTER FROM COMMISSIONERS

It is our pleasure to present the Lee County Government Strategic Plan for 2022 - 2027. This plan reflects the input of engaged community and business partners, the appointed and elected staff in Lee County, and the Lee County Commissioners. This effort represents an update to our original plan founded in 2020, and is a County-wide issues based strategic plan.

The community Vision, Mission and Values provide the foundation for the plan's Key Areas of Focus: Arts and Culture, Community Safety, Economic Development, Education, Health and Well Being, and Partnerships. The team developed the strategic Goals and Objectives in each Key Area of Focus through an extensive series of feedback and meetings, local and national trends, and information provided by experts. Our strong commitment to protect and support our lifestyle underlies every strategic Objective. These Objectives will guide the work we do to create prosperity in Lee County.

The Strategic Plan is a tool that clearly captures the most important priorities and will direct the development of our budget and resource allocation. We are confident that this year's planning process will lead to a comprehensive and responsive budget that balances the diverse needs of our community through its emphasis on accountability, partnership, innovation, and efficiency.

We want to convey our appreciation to the residents who provided their time and input to the process, to the Senior Leadership Team for their commitment, and to the partners and agencies throughout Lee County who will continue to work on this Plan. As a living document, it is our commitment to update the strategic plan on a regular basis so that we can measure our success in coming years.

Sincerely,

Lee County Commissioners

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LEE COUNTY GOVERNMENT STRATEGIC PLAN

VISION | Lee County Government is a celebrated community at the center of economic achievement and diverse cultural heritage, connected to all people.

MISSION | Lee County Government cultivates a community of collaboration and innovation through visionary leadership and dedicated service.

Key Areas of Focus

Partnerships

Foster and grow long-established foundational partnerships within all sectors for the community.

Expand partnerships in the region.

Arts and Culture

Create intentional opportunities and grow spaces for affordable entertainment to be known throughout North Carolina.

Increase awareness of cultural activities throughout the community.

Health and Well Being

Lee County Government's community health programs and services will be well-marketed.

Create an environment that promotes physical and mental health and well-being in the community.

Community Safety

Increase opportunities and activities for youth of all ages.

Increase opportunities to grow public trust.

Ensure Lee County remains a safe environment for community interactions.

Education

Lee County Government will have an established role in the provision of life long learning for the community and region.

Lee County Government will have solid, clear, and mutually beneficial relationships with all sectors of education in the region.

Economic Development

Become a world-class center for the biotech industry.

Create the environment for community based Economic Development.

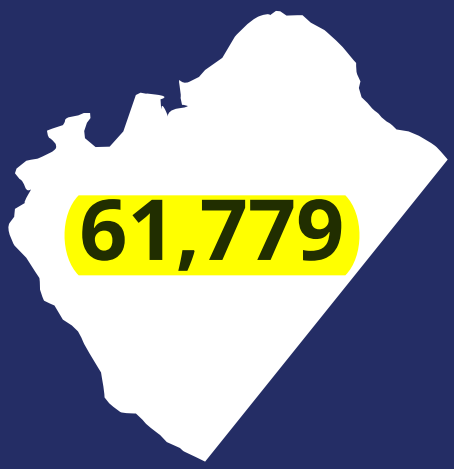
Increase tangible opportunities for economic growth.

SUNRISE OVER LEE COUNTY

ABOUT LEE COUNTY

Lee County is nestled in the heart of North Carolina. Established in 1907, the community is rooted in rural history and agricultural heritage that also embraces transformative growth bringing new industry and advancement opportunities to the local community and surrounding region.

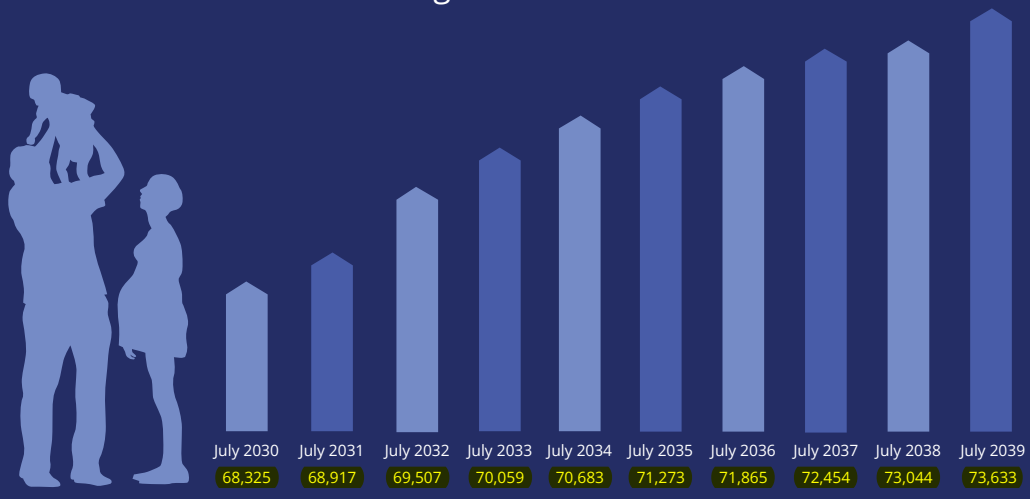
POPULATION



Lee County is situated near the geographical center of the state in the Piedmont region. County residents have the benefit of being a within an hour drive to the Raleigh-Durham Metro Area to the northeast, Fort Bragg to the southeast, Southern Pines-Pinehurst to the southwest, and the Greensboro-Winston-Salem Metro Area to the northwest. The county is also within a three-hour drive to both the North Carolina mountains in the west and beaches in the east.

Lee County has two municipalities - the City of Sanford and Town of Broadway, which along with our unincorporated areas offer distinct charm and personality creating a unique community character that is welcoming to all!

OVERALL POPULATION GROWTH PROJECTIONS



THE INFORMATION CAME FROM THE NORTH CAROLINA OFFICE OF STATE BUDGET AND MANAGEMENT

MEDIAN HOUSEHOLD INCOME

THIS INFORMATION COMES FROM THE US CENSUS.

Median household income
(in 2018 dollars), 2014-2018

$48,873

MAJOR INDUSTRIES

Agri-Business and Tourism
Bio-Tech and Science
Education and Health Services
Employment Services
Manufacturing

LARGEST EMPLOYERS

LISTED IN ORDER OF SIZE.

LEE COUNTY SCHOOLS
CATERPILLAR INC
PILGRIMS PRIDE CORPORATION
PENTAIR WATER POOL & SPA INC
CENTRAL CAROLINA COMMUNITY COLLEGE
COTY LLC
CENTRAL CAROLINA HOSPITAL
BELFLEX STAFFING SERVICES
COUNTY OF LEE
FRONTIER SPINNING MILLS INC
TYSON MEXICAN ORIGINAL INC
MAGNETI MARELLI USA INC
LIBERTY HEALTHCARE GROUP LLC
WAL-MART ASSOCIATES INC.
CITY OF SANFORD
MOEN INCORPORATED
GKN DRIVELINE, INC.
KELLY SERVICES INC
CORE-MARK
QUALITY BUSINESS SOLUTIONS INC
STATIC CONTROL COMPONENTS INC
FOOD LION
SANFORD CONTRACTORS INC
CIRCLE K STORES INC
BEAR CREEK ARSENAL

THIS INFORMATION PROVIDED BY SAGA

HIGHER EDUCATION IN THE AREA

Campbell University
Central Carolina Community College
Duke University
Fayetteville State University
Meredith College
Methodist University
NC Central University
NC State University
Saint Augustine's University
Sandhills Community College
Shaw University
UNC Chapel Hill
Wake Technical Community
William Peace University

COMMUNITY VISION

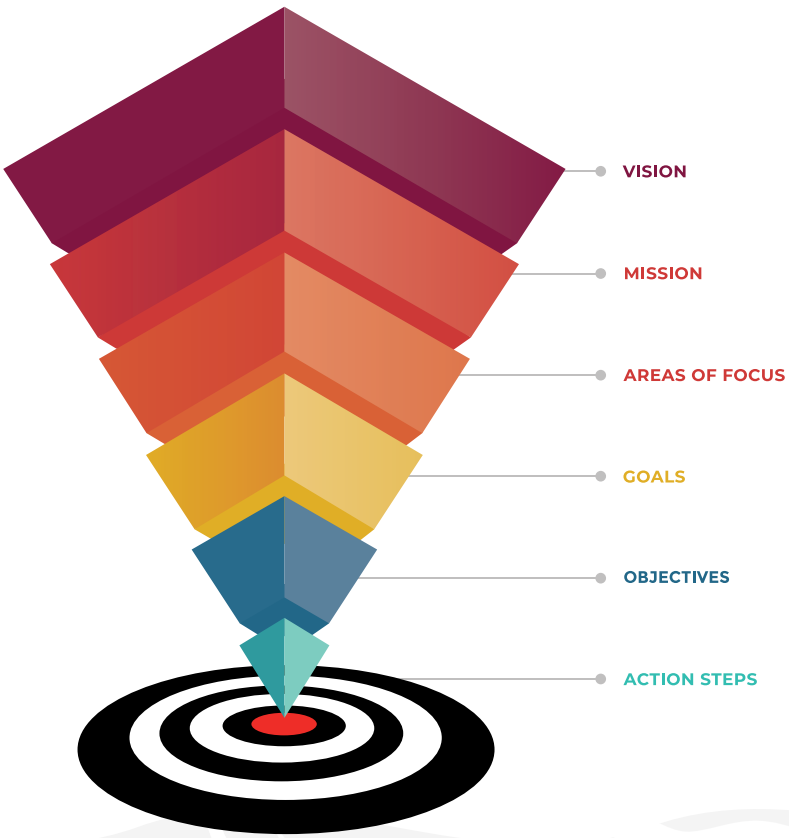
The community was asked what their Vision for the future of Lee County would be like, described in just one word. The results shown below indicate the importance of what Lee County is today and what it will continue to be moving into the future.

THE STRATEGIC PLAN PROCESS

Lee County Government has a solid foundation of strategic planning through wise allocation of resources, staffing and services to the residents, businesses and visitors. This formal strategic plan was the result of an eight month process that involved the community, the Commissioners and the staff in creating each component of the plan.

The Commissioners met for a visioning session to start the process, which continued with a community wide survey with over 200 responses. Those responses guided the formation of the Key Areas of Focus, the Objectives and the Outcomes. Staff refined those Objectives and Outcomes in a series of meetings focused on implementing the Strategic Plan.

The community was also involved through a series of virtual meetings, social media outreach, and various engagement efforts that focused on the health and safety aspects. The result is a long range plan for the future of Lee County that is aspirational, realistic and achievable!



VISION, MISSION AND VALUES

MISSION

Lee County Government cultivates a community of collaboration and innovation through visionary leadership and dedicated service.

VISION

Lee County Government is a celebrated community at the center of economic achievement and diverse cultural heritage, connected to all people.

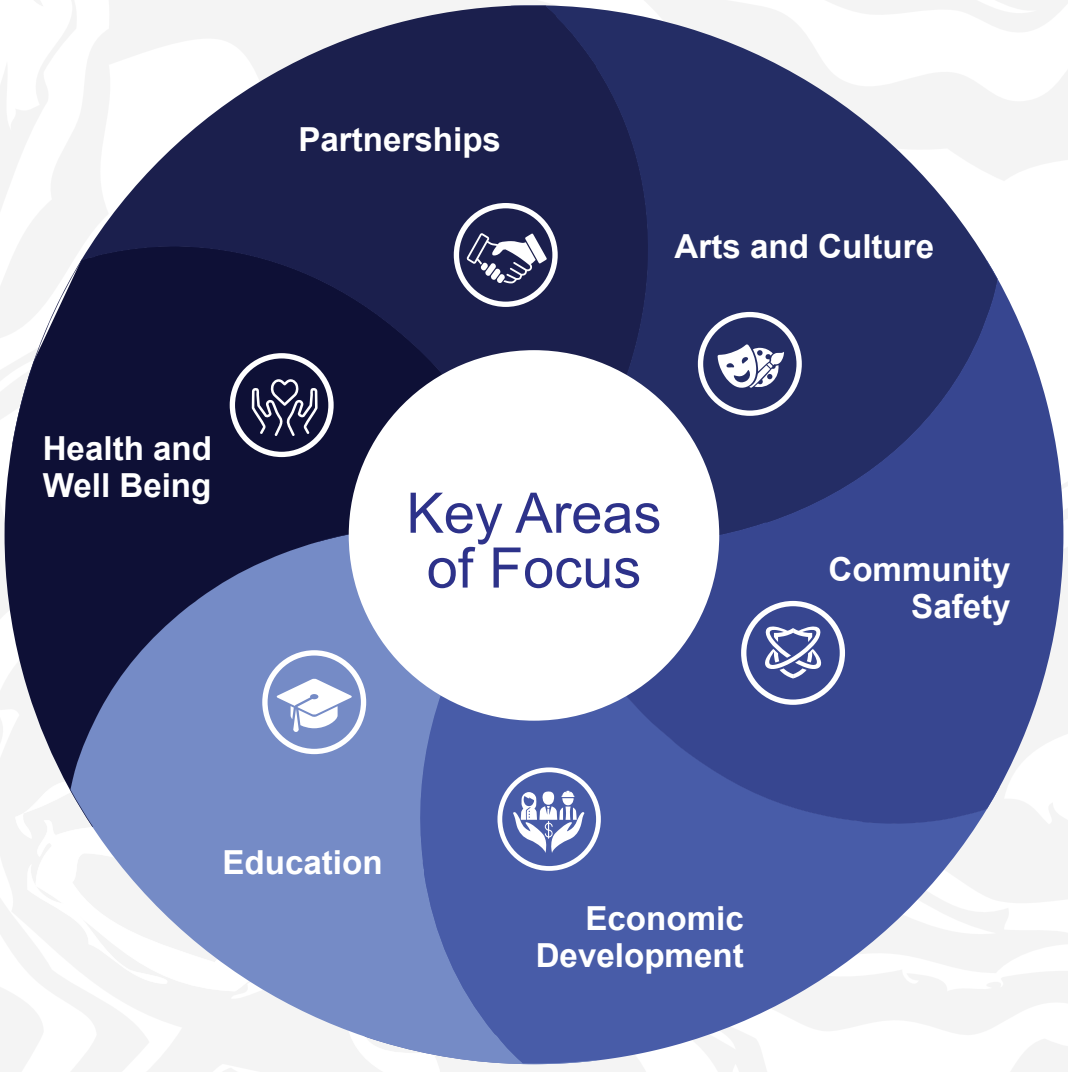
CORE VALUES

- Accountable
- Competent
- Inclusive
- Integrity
- Visionary
- Welcoming

KEY AREAS OF FOCUS
MAJOR GOALS AND OBJECTIVES

Key Areas of Focus were developed for Lee County Government that align with the Vision and Mission. Each Key Area of Focus has specific Goals and each Goal has specific Objectives to accomplish as a part of this Strategic Plan. The Key Areas of Focus represent the most important issues that Lee County Government will work on over the coming years - assuring that resources, budgets, and planning are allocated to these areas as needed.

The Major Goals and Objecives on the following pages all align with the Key Areas of Focus to ensure that the Mission is completed and the Vision is realized.



FARM-CITY WEEK STUDENT ART

Arts and Culture: Continue to create and support a vibrant and diverse cultural community in Lee County through support of facilities, programs, and regional partnerships.

Goal: Create intentional opportunities and grow spaces for affordable entertainment to be known throughout North Carolina.

Objective: Establish an Arts and Culture Commission.

Objective: Within 5 years, Lee County Government will build, either on its own or through community partnerships, an artists' incubator building/space to cultivate local growth to artists and makers.

Goal: Increase awareness of cultural activities throughout the community.

Objective: ID and collaborate with local artists to highlight and integrate their works into county facilities and programming.

Objective: Facilitate/Grow an integrative learning mentorship experience (visual, teaching) between artists and Lee County Community.

Community Safety: Support a safe community through programs, partnerships and trust.

Goal: Increase opportunities and activities for youth of all ages.

- **Objective:** Increase and encourage law enforcement participation in partnership with local events.
- **Objective:** Identify community volunteer groups serving youth and market their presence/mission in a single place.
- **Objective:** Host a volunteer/youth group summit where groups can connect with youth.

Increase opportunities to grow public trust.

- **Objective:** Begin a "community conversations" series where the community can meet staff and learn about programs and services.
- **Objective:** Actively seek feedback from the community on events.
- **Objective:** Foster events with direct involvement from community leaders with the intent of building connections.

Goal: Ensure Lee County is a safe environment for community interactions.

- **Objective:** Create safe spaces for the interaction of youth and the community to serve all areas of interest.
- **Objective:** Incorporate safety of users in the design of all new buildings and public places.
- **Objective:** Train all staff on situational awareness and public safety techniques to create an atmosphere of trust, safety, and accountability.

GROUNDBREAKING FOR SPEC BUILDING

Economic Development: Continue the upward trend of industrial recruitment, small business support, and workforce development through education partnerships.

Goal: Become a world-class center for the biotech industry.

Objective: Establish partnerships with a minimum of two universities in the region with Biotech specialties (NC State, UNC).

Objective: Work with CCCC to develop degree program in biotech.

Goal: Create the environment for community based economic and workforce development.

Objective: Grow and support a thriving ecosystem of support for economic development at all levels (large-scale recruitment-small business connections, workforce development).

Objective: Work with current large employers to enhance workforce development programs for all ages, from children's education programs to retraining for furloughed workforce.

Goal: Increase sustainable opportunities for economic growth.

Objective: Expand shovel ready industrial land availability by 2,000 acres.

Objective: Improve connections for agribusiness by catalyzing partnerships and connections between NC State and local farming community.

Objective: Grow non-industrial business opportunities in the community.

STORY TIME AT LEE COUNTY LIBRARIES – MAIN BRANCH

Education: Focus on supporting all levels and aspects of education to contribute to the knowledge base of the entire community.

Goal: Lee County Government will define the role and intention of County government as it relates to community education and knowledge base.

Objective: Lee County Government will define its role, identify opportunities, and allocate resources toward community education.

Objective: County staff must identify and aggressively market current educational programs to the community.

Goal: Lee County Government will have solid, clear, and mutually beneficial relationships with all sectors of education in the region.

Objective: Identify priorities for areas of new programs and target specific community members.

Objective: Cultivate programming and services that complement and support the work of K-12 public education in Lee County.

Goal: Increase public education regarding local government resources and services.

Objective: Analyze data to determine location of new elementary/middle/high schoo.l

Objective: Develop information hub via new County website with events, services, resources.

Health and Well-being: Promote and maintain the health and well-being of Lee County through parks, recreation, activities, and programs that improve quality of life for our community members.

Goal: Lee County Government's community health programs and services will be well known and accessible.

- **Objective:** Identify community needs through the results of the annual Community Health Assessment.
- **Objective:** Use results and data from the Community Health Assessment to drive marketing, resource and personnel allocation, and funding.
- **Objective:** Compile mental health resources and post said resources on the County website and at relevant County facilities and local businesses and organizations.

Goal: Create opportunities that promote physical and mental well-being in the community.

- **Objective:** Develop a marketing plan to target uninformed sectors of the community, as well as sectors that may require preemptive education.
- **Objective:** Identify partners within Lee County Government as well as within the community at large to market programs to promote a healthy and active community.

Partnerships: Maintain partnerships within and beyond Lee County in business, education, community and partner governments.

Goal: Foster and grow long-established foundational partnerships within all sectors for the community.

- **Objective:** Assess community need to find missing partnerships and new areas for involvement.
- **Objective:** Reduce redundancies of mission and duplicate service providers among partners in order to identify areas for great focus.
- **Objective:** Tell the story better: develop a plan to market and identify partnerships between LCG and various communities entities and explain the roles of each.

Goal: Expand partnerships in the region.

- **Objective:** Identify and grow new partnerships with groups offering established community benefits.
- **Objective:** Create new opportunities to make community collaboration more accessible.
- **Objective:** Reach out to surrounding communities/counties to see what has worked for them to determine if their initiative would work in Lee County.

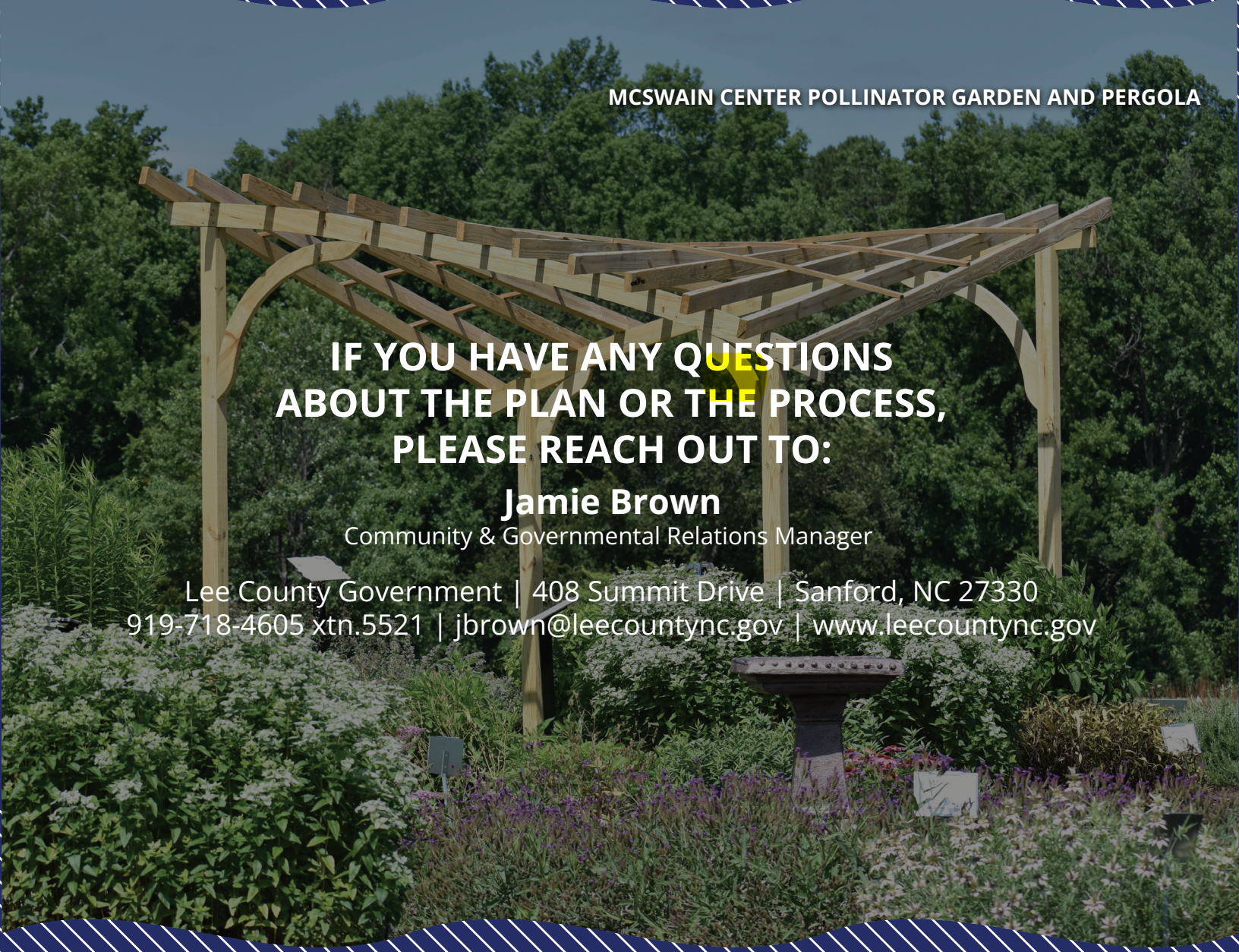
POND AND PADDLE BOATS AT SANLEE PARK

THE PATH FORWARD

A strategic plan should never collect dust or sit on a shelf – it is a living document. The plan may need to be adjusted due to unforeseen circumstances and was designed to be flexible and adaptable to changing needs of the community, the economy, and many other factors.

The Commissioners will use the information and lessons learned from this plan to make decisions about policies, programs and services. Through various paths such as the budget, policy decisions by the Commissioners, and daily activities of the staff, this plan will come to life and be continuously updated and improved. A key part of that will be the implementation plan created by the staff, as well as a regular reporting process to the Commissioners and community.

Thank you to our community for your support and feedback during the creation of this plan for our future. We appreciate your effort and as we move into the future with this this living document, we look forward to realizing our vision of Lee County Government as a celebrated community which is the center of economic advancement and cultural heritage, connected to the people.



MCSWAIN CENTER POLLINATOR GARDEN AND PERGOLA

IF YOU HAVE ANY QUESTIONS ABOUT THE PLAN OR THE PROCESS, PLEASE REACH OUT TO:

Jamie Brown

Community & Governmental Relations Manager

Lee County Government | 408 Summit Drive | Sanford, NC 27330

919-718-4605 xtn.5521 | jbrown@leecountync.gov | www.leecountync.gov

2040 PLAN IMPLEMENTATION MATRIX

FINAL DRAFT

July 12, 2012

Northwestern Indiana Regional Planning Commission

PATHWAY TO 2040 IMPLEMENTATION MATRIX

Growth & Conservation

Goal G&C-1: Livable urban, suburban and rural centers

Objective 1-A: Encourage the compact mixing of uses

Action Step	Term (S/M/L)	Responsible Party	Funding	Successes/Best Practices
Create Livable Centers.	S / M / L	**NIRPC** will provide critical technical assistance to local communities as they plan for and implement improvements to support Livable centers. NIRPC will encourage and support the preparation of local plans specifically addressing Livable Centers. It will provide model ordinance language and advising communities on achieving desirable regional outcomes through their planning initiatives as local policies are developed. - Develop "model" code and regulatory guidance to address the following: • Promoting housing choice and affordability in livable centers • Promoting transit-oriented development in livable centers • Promoting complete streets policies in livable centers • Sustainable and "green" development practices in urbanized areas • Conservation development standards **Local:** local communities as they plan for and implement improvements to support Livable Centers, and reflect a preference for investment in Livable Centers in funding allocation decisions.	NIRPC will establish a funding mechanism called Creating Livable Communities (CLC) program proposed by NIRPC to help implementing variety of transportation related land use projects. Current NIRPC transportation formula funds [STP, CMAQ, Transportation Enhancement (TE), etc.], with the corresponding local share will be used for funding planning and implementing capital projects such as: • Access management - A model transit oriented development (TOD) ordinance, or • Redevelopment of urban livable centers to support transit facilities, and transit corridor plans.	1- Transportation for Livable Communities program by: Metropolitan Transportation Commission (MTC) www.mtc.ca.gov 2- Transit-Oriented Development Program by: Metro in Oregon www.oregonmetro.gov/tod 3- Livable Centers Initiative by Atlanta Regional Commission
Promote adaptive reuse of existing buildings and facilities and infill development will help to minimize the occurrence of single-use types.	S/M	**Local:** Develop conventional rezoning to allow higher densities and mixed-uses or different scales, such as smaller setback requirements, is helpful.	Land Banks; Tax Increment Financing;Tax Abatement; Community Development Block Grant (CDBG) New Market Tax Credit Program; Community Revitalization Enhancement District; Renewal Communities (RCs), Empowerment Zones (EZs) and Enterprise Communities (ECs)	1- University Park Neighborhood, Gary, IN 2-Fall Creek Place, Indianapolis, IN. 3- Horace Mann Hope VI neighborhood, Gary, IN 4- Small Farms, Gary, IN
Where possible create small mixed-use areas in existing single-use neighborhoods.		**Local:** Identify possible sites to accommodate mixed-use development and compatible with local zoning ordinances.	Tax Increment Financing; Tax Abatement; CDBG New Market Tax Credit Program; Community Revitalization Enhancement District; Community Development Block Grant	1- Courtesy of Planning with Power Project, Purdue University, West Lafayette, Indiana 2- Zona Rosa, Kansas City, Missouri. 3- Aberdeen, Valparaiso, IN
Objective 1-B: Encourage a diverse mix of housing types and affordability levels near job centers and transit routes				
Coordination between local governments and prioritization of investment in centers will further improve development opportunities and facilitate mixed-use centers.	S	**Local:** Facilitating the rehabilitation of neighborhoods and the maintenance of high-quality and affordable housing will help to stabilize neighborhoods. Additional efforts, such as inclusionary housing policies, must be undertaken now to preserve the affordability of the region's housing stock before market conditions change (e.g. interest rates increase) and as the region is revitalized.	CLC Program; Tax Increment Financing; Tax Abatement; BID New Market Tax Credit Program (NWTCP); CDBG; Renewal Communities (RCs), Empowerment Zones (EZs) and Enterprise Communities (ECs)	1- Gary, Downtown redevelopment; 2- lakefront redevelopment, Gary, Portage, IN
Consider making strategic land use decisions and providing for transit and complete streets, the region can ensure that all residents have access to good schools, grocery stores, community centers, medical facilities, reliable transportation and job opportunities.	S/M	**Local:** Provide incentives for developers to integrate features of traditional neighborhoods and walkable communities.	CLC Program	1- livable centers by Houston-Galveston Area Council www.h-gac.com/community/livablecenters/default.aspx 2- Livable Centers Initiative by Atlanta Regional Commission 3-The San Francisco Bay Area Metropolitan Transportation Commission's Transportation for Livable Communities Program 4-Contra Costa Centre Transit Village, California www.contracostacentre.com/

Action Step	Term (S/M/L)	Responsible Party	Funding	Successes/Best Practices
Objective 1-C: Facilitate the remediation and redevelopment of abandoned and underutilized land, including brownfields and greyfields.				
Promote infill and adaptive reuse	S/M	**NIRPC** can offer technical assistance and facilitate sharing of information between communities. **Local:** To encourage and incent it as a preferred choice of development over the option of developing previously undeveloped lands. Infill and adaptive reuse are most successful where there is some degree of regulatory flexibility. - Conventional rezoning to allow higher densities and mixed-uses or different scales, such as smaller setback requirements, is helpful. This allows adaptive reuse without requiring special approvals and streamlines the development process.	Tax Increment Financing; Tax Abatement; Industry Development Grant Fund (IDGF); CDBG New Market Tax Credit Program; Business Improvement District; Brownfield Tax Incentives; Land Banks; Renewal Communities (RCs), Empowerment Zones (EZs) and Enterprise Communities (ECs)	1- Near West Side Residential/Retail Development,City of Chicago, IL. 2- Fall Creek Place, Indianapolis, IN. 3- Portage Lakefront. 4-Horace Mann Hope VI neighborhood, Gary, IN
Prioritize Transportation Funding to Support Centers, Revitalization Areas and Infill & Growth Areas	S	**NIRPC** will incorporate policies and strategies in transportation funding to support Centers, Revitalization Areas and Infill & Growth Areas **Fed/State:** Support NIRPC's strategies and develop similar policies /strategies within their agencies.	CLC Program	1- Thomas Jefferson Planning District Commission (TJPDC) for Jefferson Area Eastern Planning Initiative - Building Livable Communities 2-San Diego Area Council of Governments Transportation Enhancement Activities (TEA) Program 3-The San Francisco Bay Area Metropolitan Transportation Commission's (MTC) Transportation for Livable Communities Program (TLC) 4-City/County Association of Governments of San Mateo County Transit Oriented Development (TOD) Incentive Program 5-The Sacramento Area Council of Government's Metropolitan Transportation Plan for 2035
Objective 1-D: Promote community green infrastructure and access to public open space.				
Concentrating new growth around infrastructure will allow preservation of environmental assets.	S/M/L	**NIRPC:** Use NIRPC funds more efficiently to create livable, pedestrian-friendly communities that offer a high quality of life for all residents.	CLC Program; Tax Increment Financing; Tax Abatement New Market Tax Credit Program (NWTCP); CDBG;	1- Near West Side Residential/Retail Development,City of Chicago, IL. 2- West Pullman Industrial Park,City of Chicago, IL. 3- Small Farms, Gary, IN. 4-Siena at Renaissance Park, Atlanta, Georgia.
Objective 1-E: Promote the preservation of historic and cultural resources.				
Identifying the purpose and function of the necessity and benefit of having the historic districts.			Indiana Landmarks; Historic Preservation Fund Program	1- Burlingame Historic District, San Diego, California 2- SurveyLA (Los Angeles) Public Participation Program is to identify, inventory, and document historic resources in the city.
Identifying the difference between National Register and local districts.		**NIRPC:** Mapping historic preservation districts and sites.	PL	Lafayette Historic Preservation Commission and Local Historic Districts http://www.lafayette.in.gov/egov/docs/1337275547814.htm
Objective 1-F: Promote the integration of Context Sensitive Solutions into transportation planning projects.				
See Transportation matrix				

Goal G & C-2: Revitalized urban core

Objective 2-A: Foster the development of livable, mixed-use downtowns

Action Step	Term (S/M/L)	Responsible Party	Funding	Successes/Best Practices

Action Step	Term (S/M/L)	Responsible Party	Funding	Successes/Best Practices
Reuse historic buildings	S/M	**Local:** Provide incentives for Downtown investment. **Other Entity:** Work with Historic Preservation entities	Historic Rehabilitation Tax Credits; Low-Income Historic Tax Credits; TIF; Land Banks;	1- Brentwood Apartments, 4130-4140 Parkside Avenue, Philadelphia, Pennsylvania 2- Denny Row Housing Development, Pittsburgh, Pennsylvania 3-Freese Building Rehabilitation Project Bangor, Maine 4- The Broad Street Historic District Preservation
Reclaim Downtown to anchor and enhance City	S/M	**Local:** Update zoning and approvals process to expedite Downtown infill.	CLC Program; TIF; CDBG; Downtown Development Authority (DDA) Business Improvement District; Renewal Communities (RCs), Empowerment Zones (EZs) and Enterprise Communities (ECs)	One Day 4-H Downtown Revitalization, Madison County, Texas
Introduce additional housing	S/M/L		Land Banks; TIF; CDBG; Renewal Communities (RCs), Empowerment Zones (EZs) and Enterprise Communities (ECs)	Siena at Renaissance Park, Atlanta, Georgia.
Objective 2-B: Promote adaptive reuse, infill development and the remediation and reuse of underutilized properties, particularly brownfields				
Repair and restore the fragmented urban fabric.	S/M/L		Tax Increment Financing; CDBG; New Market Tax Credit Program; Community Revitalization Enhancement District Business Improvement District; Brownfield Tax Incentives; Land Banks; Renewal Communities (RCs), Empowerment Zones (EZs) and Enterprise Communities (ECs)	1- West Pullman Industrial Park, Chicago, IL 2- Near West Side Residential/Retail Development. City of Chicago, IL. 3-Camden Crossing , City of Baltimore, MD. 4-Atlantic Steel Brownfield Tax Allocation District, Atlanta, GA
Objective 2-C: Facilitate the rehabilitation of neighborhoods and maintenance of high-quality and affordable housing				
Inclusionary housing policies, must be undertaken now to preserve the affordability of the region's housing stock before market conditions change (e.g. interest rates increase) and as the region is revitalized.	S		CLC	Regulatory Barriers Clearinghouse-solutions that support affordable housing http://www.huduser.org/rbc/search/rbcdetails.asp?DocId=1832
Improve public infrastructure in great older neighborhoods.	S/M		Tax Increment Financing; CDBG New Market Tax Credit Program; Community Revitalization Enhancement District Community Development Block Grant; Renewal Communities (RCs), Empowerment Zones (EZs) and Enterprise Communities (ECs)	1- West Pullman Industrial Park, Chicago, IL 2- Small Farms, Gary, IN
Objective 2-D: Promote the preservation of historic and cultural resources				
See Goal 1 objective C				
Assess historic structures and aim to preserve them.	S	**Local:** Allow for reuse of historic structures, including changing building uses. Provide incentives for investment into historic structures.	Historic Rehabilitation Tax Credits; Low-Income Historic Tax Credits; Indiana Landmarks; Historic Preservation Fund Program; Federal Historic Preservation Tax Credits	1- Brentwood Apartments, 4130-4140 Parkside Avenue, Philadelphia, Pennsylvania 2- Denny Row Housing Development, Pittsburgh, Pennsylvania 3-Freese Building Rehabilitation Project Bangor, Maine 4- The Broad Street Historic District Preservation Project Newark, New Jersey
Objective 2-E: Expand visual and physical access to Lake Michigan and other open space				
Implement the Marquette Plan	S/M/L	**Other Entity:** The Regional Development Authority should continue to fund projects within the lakefront communities of Northwest Indiana that are located in the Focused Revitalization Area.	Funded by The Cities of East Chicago, Gary, Hammond, Portage & Whiting and Indiana Department of Natural Resources; RDA	1- vision 2020, New York Comprehensive Waterfront Plan; 2- Portage Lakefront
Objective 2-F: Partner to protect threatened natural remnants				

Action Step	Term (S/M/L)	Responsible Party	Funding	Successes/Best Practices
Asses the region's natural resources that can provide insights as to where conservation is desirable and land is less suitable for development.	S	**NIRPC** developed a systematic approach to evaluate the region land development suitability based on both natural and built environments by assessing and mapping all environmental assets in a single composite map. NIRPC should make this system available for use and support to the region's planning and development agencies and organizations, development interests and other stakeholders for the use in local planning activities. **Local:** The system would be used by local government in the preparation of local land use and development planning programs. **Other Entity:** Planning & Economic Development	PL; Conservation Reserve Program; Resource Conservation and Development Program (RC &D)	GIS mapping for natural resources
Avoid floodplains, and integrate preserved open spaces into new neighborhoods	S/M/L	**Local:** Improve City regulations to help preclude unnecessary destruction of natural features. Provide incentives for developers to preserve natural areas and use them as neighborhood focal points and open space. **Other Entity:** Parks and Recreation	Resource Conservation and Development Program (RC &D)	Aberdeen, Valparaiso, IN
Objective 2-G: Enhance community design and aesthetics				
Suburban Retrofit or Sprawl Repair: This technique involves reworking conventional, automobile-oriented areas like single-use housing developments, office parks and shopping centers into more walkable, mixed-use, transit-ready urban places.	S/M	**NIRPC** proposes the I-65 and U.S. 30 Retrofit Project into a livable urban center. A pragmatic plan is needed that can demonstrate this opportunity and guide development to correct its current deficiencies.	CLC	

Goal G&C 3: Managed growth that protects farmland, environmentally sensitive areas and important ecosystems

Objective 3-A: Promote the development and preservation of regional greenways and blueways (water trails) and establish linkages between them

Action Step	Term (S/M/L)	Responsible Party	Funding	Successes/Best Practices
Implement the Greenways & Blueways Plan, in particular improving north-south mobility and linking the trail network to local parks and recreation facilities.	S/M/L		Gaylord and Dorothy Donnelley Foundation; Greenways Foundation	The Gary Green Link Plan, a 2005 effort, and one of the best examples of local environmental planning, with an exhaustive analysis of sensitive environmental areas and greenway linkages for potential conservation and/or restoration. The Gary Green Link is a master-planned, 30-mile, multi-use trail. The trail is a green infrastructure project that connects the unique Lake Michigan shoreline with the Little Calumet and Grand Calumet Rivers.
Objective 3-B: Encourage the concentration of development around existing infrastructure				
See objective 1-A & 1-d				
Need to have strong and consistently implemented public policies regarding land use and transportation benefits to ensure that population and employment growth occurs in a sustainable and responsible manner.	S/M		CLC	1- Transportation for Livable Communities program by: Metropolitan Transportation Commission (MTC) www.mtc.ca.gov 2- Transit-Oriented Development Program by: Metro in Oregon www.oregonmetro.gov/tod 3- Puget Sound Regional Council for its Transportation 2040 plan

Action Step	Term (S/M/L)	Responsible Party	Funding	Successes/Best Practices
Financial incentives could be offered for using existing infrastructure and not requiring the construction and future maintenance of new infrastructure.	S/M	**NIRPC** will support financial incentives. **Fed/State:** Promote and implement this action. **Local:** Promote and implement this action	BID, CDBG, CRED, NMTCP; TIF	1- West Pullman Industrial Park, Chicago, IL; 2- Small Farms, Gary, IN
Objective 3-C: Encourage redevelopment of infill sites within established centers				
See objective 1-C				
Objective 3-D: Promote compact development&smart growth thru techniques; transit-oriented development, traditional neighborhood development&conservation design				
Establish policies that address the appropriate location and scale of transit-oriented development	S	**NIRPC** encourages the development of a regional South Shore Corridor TOD Study to develop context-appropriate strategies for creating a network of transit-oriented places and sites that integrate different functions and activities within easy access of transit. **Local:** associated local governments should work with NIRPC. **Other Entity:** NICTD	CLC	1- San Diego Area Council of Governments Transportation Enhancement Activities (TEA) Program; 2- City/County Association of Governments of San Mateo County Transit Oriented Development (TOD) Incentive Program
Objective 3-E: Foster the development of local food systems and a local food economy				
Implement the recommendations of the Northwestern Indiana Local Food Study	S/M/L	**NIRPC:** Continue and strengthen NIRPC's role as the forum for local food stakeholders to convene, discuss issues, and develop solutions for strenthening the local food system. Form the Local Food Systems Action Committee (FoodSAC) to address local and state food policy and to implement the recommendations of the Local Food Study. Provide technical and other assistance to local food stakeholders.Share best practices and information with counties and municipalities for reviewing ordinances to ensure local food-friendliness. **Fed/State:** Support policies and programs that encourage and enhance local food system activities. **Local:** Review ordinances to ensure local food systems projects are permitted and encouraged. Encourage local food systems projects.	USDA, local foundations	Stewart House Urban Farm, Gary, IN
Objective 3-F: Preserve prime agricultural land and rural landscapes				
To the extent possible, align, and make uniform, county land use regulations with the 2040 CRP to support sustainable development patterns and continued local farming	S/M/L	**NIRPC:** Work with counties and adjacent municipalities in developing "rural area plans" in locations experiencing development pressure and related infrastructure issues (with counties and adjacent municipalities). **Local:** 1- Establishment of agricultural districts, review of unincorporated residential plans or other development proposals. 2- Requirement of appropriate buffers adjacent to active agricultural uses. 3- Development of incentives to encourage cluster developments that maintain agriculture and habitat areas.	PL	GIS Mapping for Prime Farmland &Conversion
Discourage development of farmland or environmentally sensitive lands.	S/M/L	**Local:** New programs can transfer development rights to land more suitable for development.	CRP, local foundations	Plan for the Valleys Baltimore County, Maryland
Discourage outward expansion, unless it's demonstrated to be essential to accommodate growth.	S/M/L		CLC	Plan for the Valleys Baltimore County, Maryland
Objective 3-G: Encourage and plan for the protection and responsible use of shoreline areas				
Implement the Marquette Plan	S/M/L		Funded by The Cities of East Chicago, Gary, Hammond, Portage & Whiting and Indiana Department of Natural Resources;RDA	1- vision 2020, New York Comprehensive Waterfront Plan; 2- Portage Lakefront
Objective 3-H: Improve access to major regional parks and preserved open lands, including the Indiana Dunes				

Transportation

Goal T-1: A safe and secure transportation system

Objective A: Reduce the number and severity of motor vehicle crashes

Action Step	Term (S/M/L)	Responsible Party	Funding	Successes/Best Practices
1. Compile crash data	S	**NIRPC:** Work with INDOT and local entities on existing data. **Fed/State:** State Police and INDOT to provide data to entities. **Local:** Supply NIRPC and INDOT crash data	5303; PL	Houston Galveston Area Council for the Transportation Safety Program. The program used GIS exercise to geocode crash data to help reduce the number of crashes in the region.
2. Provide safety training	S	**Fed/State:** Offer classes at BMV **Local:** Local police departments can offer safe driving classes	Need local dedicated source	1- the Cheyenne MPO for their Transportation Safety Management Plan; 2- North Florida TPO for their Safety Video Series

Objective B: Improve the safety of non-motorized transportation through education, enforcement, engineering, design and construction

Action Step	Term (S/M/L)	Responsible Party	Funding	Successes/Best Practices
1. Provide education and training for non-motorized facility design	S	**NIRPC:** Offer courses at NIRPC, and encourage attendance at NIRPC Ped, Pedal and Paddle Committee (3PC) meetings. **Fed/State:** Offer webinars for professionals on best practice designs; INDOT to offer courses to engineers. **Local:** Attendance at NIRPC 3PC meetings and promoting Complete Streets policies at local level. **Other Entity:** South Shore Trails to promote design standards.	Safe Routes to School program	NIRPC Safe Routes to School Workshops; Cornucopia State of Our Trails Meeting; Local law enforcement Bike Rodeos
2. Supply funding for non-motorized improvements	S	**NIRPC:** Open up all NIRPC-attributable funding for non-motorized improvements. **Fed/State:** Provide funding for NIRPC and local entities. **Local:** Use local monies for match and to build new facilities, including maintenance policies. **Other Entity:** Local and state foundations to fund infrastructure projects.	All federal, state and local funding outlets should be eligible for improvements; Greenways Foundation and South Shore Trails	1- NIRPC Rack em' Up! Bike rack and locker subsidy program; 2- The long range plan of Flagstaff MPO called for compact development, punctuated by activity centers and the emphasis on walking and bicycling modes. The MPO played a central role in a tax campaign that yielded dedicated taxes of more that $800,000 annually for pedestrian and bicycle safety and capacity projects. With this money, they were able to increase their bike lane miles from 59 to 117.
3. Publish Route Maps and install signage	S	**NIRPC** to update 2008 NWI Bike Map in Spring of 2012. **Fed/State:** INDOT to install "Share the Road" signs along popular bike routes. **Local:** Local bike and pedestrian route maps should be developed and wayfinding signage created. **Other Entity:** South Shore Trails to promote maps and signage	NIRPC CMAQ funding; Local budgets	1- NIRPC 2008 NWI Bike Map; 2- the Northwest Arkansas RPC formed a partnership with local jurisdictions, and the non-profit group called the Heritage Trail Partners in order to create a signage program for the entire Heritage Trail.
4. Promote Bicycle-Friendly Community (BFC) Status	S	**NIRPC** to provide education on standards necessary to attain BFC status. **Local:** Local entities to work on several areas of improvement to attain BFC status. **Other Entity:** South Shore Trails and Calumet Crank Club to promote BFC in locals	Local, state and federal funding available for nearly all BFC-related qualifications	1- California's Complete Streets Act; 2- Kentucky's Pedestrian and Bicycle Travel Policy 3- Oregon's statutes related to the provision of bicycle and pedestrian facilities by public agencies.

Objective D: Reduce emergency response times

Action Step	Term (S/M/L)	Responsible Party	Funding	Successes/Best Practices
Rail-Highway Grade Separations - See Goal T-2.B.1			PL; STP; HSIP	the Wichita Area MPO (WAMPO) in Wichita, Kansas for their Railroad Crossing Plan, which examines safety and congestion issues at almost 300 railroad crossings in the region. CREATE Program

Action Step	Term (S/M/L)	Responsible Party	Funding	Successes/Best Practices
Highway-Rail Grade Crossing Separation	S	**NIRPC:** Convene stakeholders working group, collect data. **Fed/State:** INDOT and US DOT provide increased funding for rail improvements, Participate as stakeholder, provide data (FRA - train counts, INDOT - traffic counts). **Local:** Participate as stakeholder, provide data - traffic counts. **Other Entity:** Railroads: provide data - train counts, participate as stakeholder	PL; STP; HSIP	1- the Wichita Area MPO (WAMPO) in Wichita, Kansas for their Railroad Crossing Plan, which examines safety and congestion issues at almost 300 railroad crossings in the region. 2- CREATE Program
Signal Pre-emption	M	**NIRPC:** Assist with data to determine where need for these systems exist. **Fed/State:** Signal modifications on roads within jurisdiction. **Local:** Signal modifications on roads within jurisdiction, Stakeholders in determining where need exists. **Other Entity:** Other emergency service providers not under a governmental agency as stakeholders	STP; CMAQ; HSIP	Installed traffic signal pre-emption systems at 22 intersections, Houston, TX, reported a decrease in the average emergency vehicle travel time of 16 to 23 percent.
Incident Management Plans	S	**NIRPC:** Include in the ITS architecture update. **Fed/State:** Indiana State Police & Hoosier Helper training; plan development & refinement with relevant stakeholders. **Local**: First responder training; plan development & refinement with relevant stakeholders. **Other Entity:** Other emergency service providers not under a governmental agency as stakeholders	STP; PL	the North Florida TPO for the Traffic Incident Management Handbook and Safety Video Series, which focused on incident management training for responders
Traditional street grid development	S	**NIRPC:** Support projects that contain a traditional street grid. **Local:** Implementing authority; require/encourage developments with a traditional street grid	PL; Local foundations	Porter County, IN proposed TND Plan,, which provides an effective connectivity to the surrounding neighborhood.
County Evacuation Plans			PL; STP	1-Gulf Coast States ; 2- The Texas Task Force on Evacuation, Transportation, and Logistics was established in direct response to the evacuation concerns brought on by Hurricanes Katrina and Rita on 2005. 3- Florida Statewide Regional Evacuation Study Program

Objective F: Improve the safety and security of transit facilities including stations, stops and vehicles

Action Step	Term (S/M/L)	Responsible Party	Funding	Successes/Best Practices
Video Surveillance Systems			STP	San Diego Transit System Video Surveillance

Objective G: Utilize technology, including Intelligent Transportation Systems and other strategies, to improve transportation safety

Action Step	Term (S/M/L)	Responsible Party	Funding	Successes/Best Practices
New Traffic Signal	S	**NIRPC:** Support if placement can have safety benefits. **Fed/State:** Consider if safety benefits exist. **Local:** Consider if safety benefits exist	STP; CMAQ; HSIP	Real-Time Work Zone Traffic Control System - Using an Automated Traffic Information System to Reduce Congestion and Improve Safety During Reconstruction of the I-55 Lake Springfield Bridge in Illinois
Incident Management Plans	S	**NIRPC:** Include in the ITS architecture update. **Fed/State:** Indiana State Police & Hoosier Helper training; plan development & refinement with relevant stakeholders. **Local:** First responder training; plan development & refinement with relevant stakeholders. **Other Entity:** Other emergency service providers not under a governmental agency.	STP; PL	the North Florida TPO for the Traffic Incident Management Handbook and Safety Video Series, which focused on incident management training for responders
Dynamic Messaging System	S/M	**NIRPC:** Include in the ITS architecture update. **Fed/State:** Continue implementing the system in Northwest Indiana. **Local:** Consider implementation of dynamic messaging on local roads if necessary.	STP; CMAQ; HSIP	The San Francisco Bay Area Metropolitan Transportation Commission's Transportation Program

Action Step	Term (S/M/L)	Responsible Party	Funding	Successes/Best Practices
Traffic Signal Equipment Modernization	S	**NIRPC:** Support if modernization has safety benefits. **Fed/State:** Consider if safety benefits exist. **Local:** Consider if safety benefits exist.	STP; CMAQ; HSIP	Real-Time Work Zone Traffic Control System - Using an Automated Traffic Information System to Reduce Congestion and Improve Safety During Reconstruction of the I-55 Lake Springfield Bridge in Illinois

GOAL T-2: Increased Mobility, accessibility, and Transportation Options for People and Freight

Objective A: Integrate local, regional and national transportation systems to facilitate movement of people and freight between modes

Action Step	Term (S/M/L)	Responsible Party	Funding	Successes/Best Practices
ITS Architecture			STP; HSIP; PL funding can be used for ITS.	1- I-4 Florida Regional ITS Architecture ; 2- OKI (OH/KY/IN) regional ITS Plan 3- Northern Virginia Regional ITS Arch See http://ops.fhwa.dot.gov/its_arch_imp/examples.htm for detail
Multimodal Center at Gary Airport	L	**Fed/State:** Project funds. **Other Entity:** NICTD, City of Gary, RDA, State of Indiana	STP; RDA; Project funding	Portland Airport
Bus Rapid Transit on Corridors	L		STP; CMAQ,	Cleveland, Ohio
TOD	M		STP;CMAQ; PL	Transit-Oriented Development Program by: Metro in Oregon www.oregonmetro.gov/tod
Interconnected Regional Bus	L		STP; CMAQ; RDA	Denver Regional Council of Governments has embarked on an ambitious effort to construct rapid transit in nine regional corridors along with other improvements associated with this
Illiana Expressway	M		NHS; HSIP; STP	Richmond Area MPO for a container barge service called the "64 express".
Develop multimodal and intermodal hubs	M / L	**NIRPC:** Provide data, Program transportation projects. **Other Entity:** Ports of Indiana, Railroads, Gary/Chicago Int'l	Various	Salt Lake City, Utah. Amtrak
1. Expand "Short Sea Shipping" on the Great Lakes	M/L	**NIRPC:** Support efforts and monitor progress. **Fed/State:** US Maritime Administration: develop marine highways. **Other Entity:** Ports of Indiana	State Funding	
2. Develop a short-haul intermodal corridor between Louisville and Chicago following the I-65 corridor	L	**NIRPC:** Support efforts, monitor progress, provide data. **Fed/State:** INDOT, US DOT. **Other Entity:** Railroads	STP; PL;CMAQ	Richmond Area MPO for a container barge service called the "64 express".
3. Develop an Indiana Coal Corridor between southern Indiana coal mines and Northwest Indiana power plants	L	**NIRPC:** Support efforts, monitor progress, provide data. **Fed/State:** INDOT **Other Entity:** Purdue University - conduct research	STP; PL;CMAQ	Richmond Area MPO for a container barge service called the "64 express".
4. Construct a new lock at the Soo Locks in Sault St. Marie, Michigan	M	**NIRPC:** Monitor progress **Fed/State:** US Congress - Appropriate funding for construction	U.S. Congress	

Objective B: Improve freight facilities connecting the region to national and global markets

Action Step	Term (S/M/L)	Responsible Party	Funding	Successes/Best Practices
1. Develop a regional rail improvement plan with a focus on highway-rail grade crossing separations	S	**NIRPC:** Convene stakeholders working group, collect data. **Fed/State:** INDOT and US DOT provide increased funding for rail improvements, Participate as stakeholder, provide data (FRA - train counts, INDOT - traffic counts). **Local:** Participate as stakeholder, provide data - traffic counts. **Other Entity:** Railroads: provide data - train counts, participate as stakeholder.	PL; HSIP	CREATE Program
2. Improve the Extra Heavy Duty Truck Route	S	**NIRPC:** Program funding, Corridor Study. **Fed/State:** Provide funding, develop transportation projects	STP; CMAQ; HSIP	Richmond Area MPO for a container barge service called the "64 express".
3. Study extension of Extra Heavy Duty Truck Route to IL	M/L	**NIRPC:** Corridor Study. **Local:** Participate as stakeholder, provide data. **Other Entity:** Illinois DOT, City of Chicago	TIGER, PL	Richmond Area MPO for a container barge service called the "64 express".

Action Step	Term (S/M/L)	Responsible Party	Funding	Successes/Best Practices
4. Develop multimodal and intermodal hubs	M / L	**NIRPC:** Provide freight movement data, Program transportation projects. **Fed/State:** Provide funding for transportation projects. **Local:** Update plans and ordinances to facilitate compatible development, provide incentives. **Other Entity:** Ports of Indiana, Railroads, Gary/Chicago Int'l, RDA	Various including STP, RDA, local, CMAQ, TIGER	Salt Lake City- Intermodal hubs, Utah. Amtrak
5. Maintain a regional freight infrastructure map	S / M / L	**NIRPC:** Update and publish map. **Fed/State:** Provide data. **Local:** Provide data. **Other Entity:** Provide data.	PL	GIS Mapping for Regional Freight Infrastructure Map

Objective C: Reduce congestion on major freight and passenger routes

Action Step	Term (S/M/L)	Responsible Party	Funding	Successes/Best Practices
1. See Goal T-2.Obj. B.1				
2. See Goal T-2.Obj. B.2				
3. See Goal T-2.Obj. B.3				
CMP staff				

Objective D: Improve the internal connectivity of the transportation network

Action Step	Term (S/M/L)	Responsible Party	Funding	Successes/Best Practices
Support Complete Streets			All NIRPC-attributable funding is subject to Complete Streets Policy & Guidelines	Mid-Ohio Regional Planning Commission has adopted a Complete Streets policy and created a Complete Streets toolkit, which is available online, and an equipment library.
Traditional Neighborhood Design		**NIRPC:** Project Selection Criteria. **Local:** Ordinances	CLC	1- Coffee Creek, Chesterton 2- Millennium Place, Muncie, IN

Objective E: Enhance connectivity between housing, jobs, services, and educational facilities

Action Step	Term (S/M/L)	Responsible Party	Funding	Successes/Best Practices
Invest in improvements to jobs access for low-income and minority residents	L	**NIRPC:** Priority Criteria. **Fed/State:** Increase in JARC and New Freedom funds. **Local:** Match funds. **Other Entity:** County	CDBG; Need local dedicated source	National Capital Region Transportation Planning Board (TPB) in Washington, DC for their Coordinated Human Services Transportation Plan and Program.
Proactive and balanced approach to transportation funding decisions, with emphasis on ensuring that public investments improve access and mobility in Livable Centers and the core cities.	L	**NIRPC:** Priority Criteria, Education of Local Officials. **Fed/State:** INDOT adopt criteria. **Local:** Imple-menta-tion Authority	CLC	1- Transportation for Livable Communities program by: Metropolitan Transportation Commission (MTC) www.mtc.ca.gov 2- Transit-Oriented Development Program by: Metro in Oregon www.oregonmetro.gov/tod 3- Livable Centers Initiative by Atlanta Regional Commission

Objective F: Improve system accessibility for people with special transportation needs including persons with disabilities, the elderly, the young and low-income populations

Action Step	Term (S/M/L)	Responsible Party	Funding	Successes/Best Practices
Invest in improvements to jobs access for low-income and minority residents.	L	**NIRPC:** Priority Criteria **Fed/State:** Increase in JARC and New Freedom funds **Local:** Match Funds **Other Entity:** County	CDBG; Need local dedicated source	National Capital Region Transportation Planning Board (TPB) in Washington, DC for their Coordinated Human Services Transportation Plan and Program.
Support projects that encourage affordable housing creation in locations near jobs and transit.			CLC	1- National Capital Region Transportation Planning Board (TPB) in Washington, DC for their Coordinated Human Services Transportation Plan and Program. 2- Tysons Cornor Fairfax County, Virginia for its Comprehensive Plan, the plan includes a tiered approach to density that is focused around four transit stations.

Action Step	Term (S/M/L)	Responsible Party	Funding	Successes/Best Practices
Create an interconnected transit system including BRT, commuter rail and regional and local bus and demand response paratransit.	L		PL; STP; CMAQ	Portland
Promote Complete Streets (CS) policies and designs	S/M	**NIRPC:** Apply NIRPC CS policy to all attributable projects. **Fed/State:** INDOT to use CS standards on state roadways. **Local:** Local entities to utilize CS design standards in transportation corridors. **Other Entity:** South Shore Trails and Indiana AARP to promote regionwide	All NIRPC-attributable funding; State funding; Local funding	Numerous - see www.completestreets.org for details
Objective G: Increase access to and improve the reliability of public mass transit				
Action Step	**Term (S/M/L)**	**Responsible Party**	**Funding**	**Successes/Best Practices**
Proactive and balanced approach to transportation funding decisions, with emphasis on ensuring that pubic investments improve access and mobility in Livable Centers and the core cities	L	**NIRPC:** Priority Criteria, Education of Local Officials. **Fed/State:** INDOT adopt criteria **Local:** Imple-menta-tion Authority	MPO role	City of Valparaiso; Envision Missoula guided the decision-making process for making sound transportation investments in the region.
Project Selection Criteria	S	**NIRPC:** Staff support to stakeholders to do new criteria **Fed/State:** INDOT adopt criteria **Local:** Partici-pate in criteria development **Other Entity:** Developers	PL	
Objective H: Improve the non-motorized transportation network by building Complete Streets that accommodate bicycles, pedestrians and transit users				
Action Step	**Term (S/M/L)**	**Responsible Party**	**Funding**	**Successes/Best Practices**
1. Adopt local Complete Streets policies	S	**NIRPC:** Promote policy templates for community review and action **Fed/State:** Engage with communities through statewide CS committee **Local:** Adopt either resolutions, ordinances, plans or other mechanisms to recognize Complete Streets adherence **Other Entity:** South Shore Trails to promote by working with local entities	All NIRPC-attributable funding is subject to Complete Streets Policy & Guidelines	NIRPC Complete Streets Policy and Guidelines; Mid-Ohio MPO (MORPC) Complete Street Policy
2. Develop On-line Toolkit of Best Practices	S	**NIRPC:** Develop web-accessible toolkit complete with CS design examples. **Local:** Review NIRPC-based toolkit to incorporate into local projects	PL	MORPC CS Toolkit (online)
3. Develop Statewide CS Policy	M	**NIRPC:** Work with NIRPC Legislative Committee to make priority **Fed/State:** INDOT to support legislative policy and apply to project designs **Local:** Contact state legislators to promote support of policy **Other Entity:** South Shore Trails & Indiana AARP to promote with legislators	PL	State of Illinois Public Act 095-0665; State of Michigan Public Act 135
4. Encourage INDOT development of CS designs on state roadways	M	**NIRPC:** Review INDOT projects and work with LaPorte District on CS standards **Fed/State:** INDOT to develop CS design guidelines in project scopes **Local:** Partner with INDOT projects within jurisdictions to aid in development of CS standards **Other Entity:** South Shore Trails to promote CS standards with INDOT	All FHWA-based funding programs are eligible	Preservation of trail access under I-65 and US 30; Trail lanes on SR 49 bridges over US 12 and 20
Objective I: Encourage land use policy that supports access for disabled persons, efficient mass transit and non-motorized travel				
Action Step	**Term (S/M/L)**	**Responsible Party**	**Funding**	**Successes/Best Practices**

Action Step	Term (S/M/L)	Responsible Party	Funding	Successes/Best Practices
Link funding decisions with Complete Streets, expanded trails, improved public transit and multimodal freight and passenger hubs.	L	**NIRPC:** Priority Criteria, highway and transit planning **Fed/State:** INDOT adopt criteria **Local:** Help do priority criteria, modify practices **Other Entity:** Developers, Industry, Transit operators, Counties	MPO role	Puget Sound Regional Council for its Transportation 2040 plan
Support projects that encourage affordable housing creation in locations near jobs and transit	L	**NIRPC:** Transit and economic development, project selection criteria, policies **Local:** Modify practices **Other Entity:** QLC, GNI Realtors Association, Northwest Indiana Forum, Mayors' Roundtable, Towns and Smaller Cities	CLC	Mercantile Square, Denver : Workforce Housing Soars Near Emerging Transit Hub
Promote transit supportive land use patterns including TOD, TND and Conservation design	L	**NIRPC:** Advocate educator, project selection criteria for economic development and transportation **Fed/State:** Project funds	PL; STP	Puget Sound Regional Council for its Transportation 2040 plan

Goal T-3: Adequate transportation funding and efficient use of resources

Objective A: Increase the level of federal and state funding flowing into the region and improve the ability to provide local matching funds

Action Step	Term (S/M/L)	Responsible Party	Funding	Successes/Best Practices
Create dedicated source of local funding for public transit		**NIRPC:** Advocate, Educate, Coordinate **Local:** Support from local elected officials & County Councils **Other Entity:** Urban League, NAACP, QLC, Riders, Operators, Social Service Agencies, Churches, Everybody Counts		

Objective B: Protect previous investments through maintenance and improvements to existing transportation infrastructure, operations and service

Action Step	Term (S/M/L)	Responsible Party	Funding	Successes/Best Practices
Maintain and improve existing infrastructure to maximize the efficiency of scarce public resources	L	**NIRPC:** Priority Criteria **Fed/State:** INDOT adopt Criteria **Local:** Submit appropriate projects	STP;	Central City Community Transportation Plan, Los Angeles, California

Objective C: Devote sufficient resources to address reconstruction and maintenance needs

Action Step	Term (S/M/L)	Responsible Party	Funding	Successes/Best Practices
See Goal T-3, Objective B, #1				

Objective D: Utilize the Congestion Management Process to optimize the efficiency of the transportation network

Action Step	Term (S/M/L)	Responsible Party	Funding	Successes/Best Practices
Establish data collection activities to determine areas with recurring congestion	S	**NIRPC:** research and deploy data collection methods **Fed/State:** support with existing data sources	PL, STP	Houston-Galveston Area Council for two of their programs, NuRide Program and Transportation Safety Program
Evaluate Congestion Mitigation Strategies	S	**NIRPC:** analysis **Fed/State:** participation on CMP Subcommittee **Local:** participation on CMP Subcommittee	PL	Southwestern Pennsylvania Commission, Congestion Management Process Strategies: Evaluating Congestion Management Mitigation Strategies
Implement strategies	M	**Fed/State:** Implement **Local:** Implement	STP, CMAQ, 5307	Houston-Galveston Area Council for two of their programs, NuRide Program and Transportation Safety Program
Evaluate the effectiveness of implemented strategies	M	**NIRPC:** analysis **Fed/State:** participation on CMP Subcommittee **Local:** participation on CMP Subcommittee	PL	Southwestern Pennsylvania Commission, Congestion Management Process Strategies: Evaluating Congestion Management Mitigation Strategies

Objective E: Prioritize transportation investments that support land use and economic development goals

Action Step	Term (S/M/L)	Responsible Party	Funding	Successes/Best Practices

Objective F: Encourage investments that consider long range impacts of changing transportation systems and anticipate future technologies

Action Step	Term (S/M/L)	Responsible Party	Funding	Successes/Best Practices
Determine long term impacts	S	**NIRPC:** analysis	PL	

Goal T-4: A transportation system that supports the health of all people and places

Objective A: Improve the integration of environmental planning activities into transportation planning

Action Step	Term (S/M/L)	Responsible Party	Funding	Successes/Best Practices

Action Step	Term (S/M/L)	Responsible Party	Funding	Successes/Best Practices
Prioritize projects that have no adverse impacts		**NIRPC:** Project Selection Criteria	PL;	SEMCOG in Detroit, MI for their regional analysis of the impact of planned transportation projects on the environment and the series of guidelines they developed for mitigating those impacts
Objective B: Reduce the levels and impacts of pollution (air, noise and vibration) caused by transportation, particularly freight in environmental justice areas				
Action Step	**Term (S/M/L)**	**Responsible Party**	**Funding**	**Successes/Best Practices**
1. Incorporate freight "Good Neighbor" practices - buffers, open space requirements, low impact design, context sensitive lighting, etc. - into zoning ordinances	**M**	**NIRPC:** Research and distribute local and national examples of best practices **Local:** Update zoning ordinances	PL;STP	Delaware Village Regional Planning Commission, Good Neighbor Practices, http://www.dvrpc.org/Freight/freightplanning.htm
Objective C: Improve the non-motorized transportation network by building Complete Streets (CS) that accommodate bicycles, pedestrians and transit users				
Action Step	**Term (S/M/L)**	**Responsible Party**	**Funding**	**Successes/Best Practices**
1. Adopt local Complete Streets policies	**S**	**NIRPC:** Promote policy templates for community review and action **Fed/State:** Engage with communities through statewide CS committee **Local:** Adopt either resolutions, ordinances, plans or other mechanisms to recognize Complete Streets adherence **Other Entity:** South Shore Trails to promote by working with local entities	All NIRPC-attributable funding is subject to Complete Streets Policy & Guidelines	NIRPC Complete Streets Policy and Guidelines; Mid-Ohio MPO (MORPC) Complete Street Policy
2. Develop On-line Toolkit of Best Practices	**S**	**NIRPC:** Develop web-accessible toolkit complete with CS design examples **Local:** Review NIRPC-based toolkit to incorporate into local projects	PL	MORPC CS Toolkit (online)
3. Develop Statewide CS Policy	**M**	**NIRPC:** Work with NIRPC Legislative Committee to make priority **Fed/State:** INDOT to support legislative policy and apply to project designs **Local:** Contact state legislators to promote support of policy **Other Entity:** South Shore Trails & Indiana AARP to promote with legislators	PL	State of Illinois Public Act 095-0665; State of Michigan Public Act 135
4. Encourage INDOT development of CS designs on state roadways	**M**	**NIRPC:** Review INDOT projects and work with LaPorte District on CS standards **Fed/State:** INDOT to develop CS design guidelines in project scopes **Local:** Partner with INDOT projects within jurisdictions to aid in development of CS standards **Other Entity:** South Shore Trails to promote CS standards with INDOT	All FHWA-based funding programs are eligible	Preservation of trail access under I-65 and US 30; Trail lanes on SR 49 bridges over US 12 and 20
Objective D: Expand environmental mitigation efforts				
Action Step	**Term (S/M/L)**	**Responsible Party**	**Funding**	**Successes/Best Practices**
Best Management Practices			PL	The City of Cedar Rapids River Corridor Redevelopment Plan
Environmental Resource Maps on NIRPC Website			PL	
Objective E: Conduct outreach to determine the negative impacts of transportation investments and to ensure environmental justice				
Action Step	**Term (S/M/L)**	**Responsible Party**	**Funding**	**Successes/Best Practices**
Objective F: Promote energy efficiency and alternative energy				
Action Step	**Term (S/M/L)**	**Responsible Party**	**Funding**	**Successes/Best Practices**
Develop alternative energy infrastructure	**M**	**Local:** construct stations for electric vehicle charging and alternative fuel pumping **Other Entity:** South Shore Clean Cities, Retail outlets	PL; Local foundations	Chesterton- Electricity Car

Action Step	Term (S/M/L)	Responsible Party	Funding	Successes/Best Practices
Promote alternative energy vehicle purchases	M	**Fed/State:** Legislation, regulation	PL; Local foundations	
Increase Gasoline Tax	S	**Fed/State:** Legislation, regulation		

Environment

Goal: Reduce flooding risks and improve water quality

Objective A: Achieve water quality standards and designated uses of our lakes and streams.

Action Step	Term(S/M/L)	Responsible Party	Funding	Successes/Best Practices
Review and develop/improve ordinances for water quality enhancement	S/M	**NIRPC** will work with stakeholders to develop a watershed protection capabilities audits and identify/ develop model ordinances **Fed/State:** EPA has a variety of model ordinances available to assist local governments **Local:** Municipal and County reps.	Water Quality Management Planning-205; Water Quality Cooperative Agreements-104; Capitalization Grants for State Revolving Funds	Conduct sudit of local watershed protection capabilities
Conduct watershed resource inventory and information analysis	S/M/L	**NIRPC** will make resource data readily available via web-based GIS and other products such as the Northwest Indiana Watershed Management Framework. NIRPC will update this information as significant changes or information becomes available (approx. every 5 yrs.). NIRPC will help raise stakeholder awareness of nonpoint source water quality issues within the region. **Fed/State:** The following agencies collect and make data available that can assist in watershed characterization and may also be able to provide technical support: IDEM, DNR, NRCS, ISDA, ISDH, USGS, USFWS, INDU, FHWA, INDOT, NOAA **Local:** Municipal and county reps., SWCDs **Other Entity:** universities, conservation organizations	PL funding can be used to maintain resource data for Env. Mit. Water Quality Management Planning-205; Water Quality Cooperative Agreements-104; Capitalization Grants for State Revolving Funds	GIS mapping for open space and water resource protection
Establish institutional structure for watershed management planning program including adequate funding and staff.	S	**NIRPC:** Technical support **Fed/State:** Technical support: IDEM, DNR, NRCS, ISDA, ISDH, USGS, USFWS, INDU, FHWA, INDOT **Local:** Municipal and county reps., SWCDs **Other Entity:** universities, conservation organizations	Need Loal Dedicated Source	Watershed Management Program MOU
Objective B: Complete, improve, and implement watershed management plans.				
Identify WMP opportunities and prioritize watersheds for plan development/ improvement	S	**NIRPC:** Technical support and coordination **Fed/State:** Technical support: IDEM, DNR, NRCS **Local:** Municipal and county reps., SWCDs **Other Entity:** universities, conservation organizations, citizen groups	Water Quality Management Planning-205; Water Quality Cooperative Agreements-104; Need Loal Dedicated Source	Hilltop Hanover, A Westchester County Farm and Environmental Center, Westchester County, New York
Develop WMPs or watershed diagnostic studies and coordinate with adjacent counties and states that share watershed boundaries with Northwest Indiana	S/M/L	**NIRPC:** will support stakeholders interested in WMP development by creating "watershed templates" for their watershed of interest. NIRPC will also assist by providing watershed characterization data and participating on WMP committees as requested. **Fed/State:** Technical support: IDEM, DNR, NRCS, ISDA, ISDH, USGS, USFWS, INDU, FHWA, INDOT **Local:** Municipal and county reps., SWCDs, **Other Entity:** universities, conservation organizations, citizen groups	IDEM- 319 Program, Water Quality Management Planning-205; DNR- LARE Program	1- Coffee Creek Watershed Preserve, Chesterton. 2- India Creek Watershed Management Plan, Indianapolis
Implement WMPs	M/L	**NIRPC:** Technical support **Fed/State:** Technical support: IDEM, DNR, NRCS, ISDA, ISDH, USGS, USFWS, INDU, FHWA, INDOT **Local:** Municipal and county reps., SWCDs **Other Entity:** universities, conservation organizations, citizen groups.	IDEM- 319 Program, IDEM- 205 Program, DNR- LARE Program, DNR- Coastal Program, SRF;CGSRF NRCS, local storm water programs	1- Coffee Creek Watershed Preserve, Chesterton. 2- India Creek Watershed Management Plan, Indianapolis

Action Step	Term (S/M/L)	Responsible Party	Funding	Successes/Best Practices
Evaluate WMP implementation effectiveness	S/M/L	**NIRPC:** Technical support **Fed/State:** Technical support: IDEM, DNR, NRCS, ISDA, ISDH, USGS, USFWS, INDU, FHWA, INDOT **Local:** Municipal and county reps., SWCDs **Other Entity:** universities, conservation organizations, citizen groups.	IDEM- 319 Program, DNR- LARE Program; Water Quality Cooperative Agreements-104	St. Clair County's Northeastern Watersheds (NEW) Watershed Management Plan (WMP) http://www.cis.stclaircounty.org/Watershed_Mgmt_Plan/Chapter_9_Evaluation_Process.pdf
Objective C: Promote stormwater best management practices, including the development of green infrastructure and the reduction of impervious surfaces.				
Pursue opportunities to restore and expand existing wetlands	S/M/L	**NIRPC:** Coordinate with agencies and local partners to identify areas for westland restoration **Fed/State:** Technical support: IDEM, NRCS, DNR, USFWS	USDA-CRP, USDA-CTA, WRP,Wetlands Protection Development Grants Program; Small Watershed Program; NAWCA	1- Spring Creek Greenway, Joliet, Illmois;; 2- Wetland Restoration at Grand Kankakee Marsh
Target implementation of stormwater management practices toward highly erodible lands	S/M/L	**NIRPC** has already identified highly erodible soils within the Watershed Framework using NRCS soils data and query function in GIS. NIRPC will make this data available to stakeholders via GIS or similar format **Fed/State:** Technical support and data: NRCS- soils survey	IDEM-319; Water Quality Cooperative Agreements-104; Small Watershed Program;EWP; Urban Conservation Program	Stormwater Management Ordinance, St. Mary's County, Maryland
Plan and design channel modification activities to mitigate negative physical, chemical and habitat impacts, restore natural hydrology patterns	S/M/L	**NIRPC** can provide mapping data and facilitate stakeholder and agency involvement **Fed/State:** IDNR, INDOT, NRCS, **Local:** SWCD, local counties, cities, towns	SRF;Water Quality Cooperative Agreements-104;	Natural channel design (ex. two-stage ditches)
Promote practices that manage stormwater as close to its source as possible		**NIRPC** will collaborate with groups and organizations such as the NWI MS4 Partnership and Save the Dunes to promote and convey a consistent message on the use and applicability of LID techniques. NIRPC will also collaborate with partners to identify most effective methods for promotion.	NIRPC can promote and educate on this with MS4 dollars in member communities. Water Quality Management Planning-205	Low Impact Development techniques (ex. bioretention facilities, rain gardens, and pervious pavement)
Identity, map, and protect aquifer recharge areas with appropriate buffers	S	**NIRPC:** Promote need, facilitate or coordinate efforts **Fed/State:** Technical assistance or study by: IDEM, DNR, USGS **Local:** Local Water Utilities, counties	Water Quality Cooperative Agreements-104; Small Watershed Program; Watershed Surveys and Planning;	Spring Creek Greenway, Joliet, Illmois
Protect streambank and riparian habitat areas, limit active use of sensitive shoreline and streambank, with significant buffers, may be coordinated with expansion of regional	S/M/L	**NIRPC:** Data and mapping, facilitation and coordination **Fed/State:** NRCS, IDNR **Local:** SWCD, Counties, cities, towns, park departments **Other Entity:** Conservation Organizations, private land owners	Small Watershed Program; Coastal Wetlands Planning, Protection, and Restoration Act ; Conservation Reserve Program	Ex. Riparian Buffer Preservation- Trail Creek, Michigan City
Encourage adoption of tree preservation ordinances and urban forestry	S/M/L	**Local:** Local counties, cities, towns	Forestry Incentive Program; Cooperative Forestry Assistance; Classified Forest Program; Urban Forest Conservation Grants; Arbor Day Grant Program; Hometown Indiana Grants	Porter County Tree Preservation section of UDO; Harrison West, Valparaiso, IN
Objective D: Facilitate regional planning for adequate collection and treatment of wastewater and the elimination of inappropriate use of septic systems.				
Study the feasibility of county on-site wastewater districts	S	**NIRPC:** Facilitate/Coordinate discussion on this topic **Fed/State:** ISDH Tech Assistance **Local:** County	Water Quality Management Planning-205; Water Quality Cooperative Agreements-104;	Study and Recommendation of Consolidating Wastewater Systems in Dearborn County, Indiana Study the feasibility of county on-site wastewater districts
Develop and implement on-site wastewater districts	M/L	**NIRPC:** Facilitate/Coordinate discussion on this topic **Fed/State:** ISDH Tech Assistance **Local:** County	SRF, IDEM-319;	The Hammond Sanitary District
Document all new and existing on-site wastewater disposal systems in the ISDH iTOSS tracking system	S	**NIRPC:** Facilitate/Coordinate discussion on this topic **Fed/State:** ISDH Tech Assistance **Local:** County	PL funding can be used to maintain resource data for Env. Mit. SRF, Local foundations	
Identify strategies to assist property owners in the elimination of the inappropriate use of on-site wastewater disposal systems	S/M	**NIRPC** education and outreach **Fed/State:** ISDH Tech Assistance **Local:** County	NIRPC can promote and educate on this with MS4 dollars in member communities.	City of Valparaiso began a weekly pilot recycling program in 1990 and was expanded to the entire city.
Objective E: Promote the upgrading of aging water infrastructure.				
Action Step	**Term (S/M/L)**	**Responsible Party**	**Funding**	**Successes/Best Practices**

Action Step	Term (S/M/L)	Responsible Party	Funding	Successes/Best Practices
Audit water systems to detect leaks and inefficiencies	S/M	**NIRPC** can share information and promote this practice **Fed/State:** IDEM/IDNR/IURC technical support **Other Entity:** Local Utilities, AWWA	SRF; DWSRF	Valparaiso City Utilities performed a Community Wide Water Audit using free software from the AWWA.
Target upgrade efforts to systems that experience the most water loss through leakage		**Fed/State:** IDEM/IDNR/IURC technical support **Other Entity:** Local Utilities, AWWA	Safe Drinking Water RLF; SRF	Valparaiso City Utilities performed a Water Leak Survey. http://www.ci.valparaiso.in.us/index.aspx?nid=234
Encourage model water use conservation ordinance	L	**NIRPC:** Public Education and Outreach in MS4 Communities **Fed/State:** Fed/State: IDEM/IDNR/IURC **Local**: Counties, Cities, Towns	MS4 Program Fees in Member Communities	St. Johns River Water Management District, Florida
Encourage water conservation strategies for residential and commercial development to reduce burden on aging infrastructure	S/M	**NIRPC:** Public Education and Outreach in MS4 Communities	MS4 Program Fees in Member Communities	Water conservation plan for Valparaiso City Utilities
Objective F: Facilitate the development of a regional stormwater strategy.				
Encourage and support consideration of stormwater quantity on a watershed basis, integrated with watershed management plans.	S/M	**NIRPC** will develop watershed templates for those watersheds in which groups are requesting technical support. NIRPC will coordinate WMP development at the request of stakeholders within NIRPC planning area.	IDEM- 319 Program, Water Quality Management Planning-205; Water Quality Cooperative Agreements-104;	Gary Storm Water Management District
Objective G: Facilitate regional planning for water supply and demand.				
Coordinate regional water supply and demand planning and data collection efforts	L	**NIRPC:** Facilitate/Coordinate discussion on this topic **Fed/State:** IDNR, IDEM, IURC, USGS **Other Entity:** Local utilities	PL funding can be used to maintain resource data for Env. Mit.	Recommendation of the Indiana Water Shortage Task Force
Improve regional water conservation, allocation, and management through establishment of regional water supply and demand management districts		**NIRPC:** Facilitate/Coordinate discussion on this topic **Fed/State:** IDNR, IDEM, IURC, USGS **Other Entity:** Local utilities	Small Watershed Program; DWARF	Recommendation of the Indiana Water Shortage Task Force
Fund and pursue studies of critical groundwater recharge areas to document and enforce necessary recharge area protection buffers		**Fed/State:** IDNR, USGS: Tech Assistance and Study Implementation	Small Watershed Program; Water Quality Management Planning-205; Water Quality Cooperative Agreements-104;	Ohio-Kentucky-Indiana Regional Council of Government for Great Miami Drinking Water Protection Project Cincinnati, Ohio
Promote growth in areas with access to Lake Michigan water rather than in the Kankakee River sub-basin or in areas without existing water service	L	See infill and reinvestment strategies	DNR- LARE Program; USEPA-GLRI; Great Lakes Program	
Promote source water planning in the Kankakee River sub-basin	S	**Fed/State:** IDEM regulatory authority **Local:** County Coordination very beneficial for small systems **Other Entity:** Local utilities	DNR- LARE Program; Small Watershed Program	This is a required activity for Public Water Supply Systems, Lake County joint Source Water Protection Plan is a best practice
Expand the metering of water use to raise awareness and enable cost recovery mechanisms		**Fed/State:** IDNR, IDEM, IURC, USGS **Other Entity:** Local utilities		Indiana Water Shortage Task Force recommendation. Valparaiso Utilities has good example of informative bills that can promote water conservation.
Objective H: Preserve floodplains and wetlands.				
Prioritize wetland restoration and conservation		**NIRPC:** Coordination and technical assistance **Fed/State:** Technical support: IDEM, DNR, USACOE, USFWS, NRCS **Local:** SWCD, environmental/ conservation organizations	USDA-CRP, USDA-CTA, WRP,Wetlands Protection Development Grants Program; Small Watershed Program; NAWCA	Indiana Wetlands Conservation Plan criteria. Possible partnership with ACOE for an ADID user guide.

Action Step	Term (S/M/L)	Responsible Party	Funding	Successes/Best Practices
Discourage or restrict development activity with designated floodplains and recharge areas of wetlands	S/M/L	**NIRPC:** Mapping and data **Fed/State:** Technical support for mapping and data: DNR, FEMA, USACOE, USGS **Local:** Local Zoning or Planning commissions	USDA-CRP, USDA-CTA, WRP,Wetlands Protection Development Grants Program; Small Watershed Program; NAWCA	Indiana Wetlands Conservation Plan criteria.
Goal: Improved air quality				
Objective A: Achieve national ambient air quality standards for all pollutants including carbon monoxide, ozone and particulates. *				
Objective B: Reduce air toxins, greenhouse gases and other harmful emissions.*				
Objective C: Improve the aesthetics- noise, odor, discoloration- of air.*				
Objective D: Reduce the disproportionate impact of industrial and transportation emissions on environmental justice communities. *				
Action Step	**Term (S/M/L)**	**Responsible Party**	**Funding**	**Successes/Best Practices**
Prioritize Transportation Investment Dollars on Congestion and VMT Reduction	S/M/L	**NIRPC:** Project Selection Criteria **Local:** Submit Congestion Projects	PL. STP; CMAQ	
Prioritize CMAQ investment dollars on Congestion Reduction Air Emission Reductions	S/M/L	**NIRPC:** Project Selection Criteria **Local:** Submit CMAQ Projects	CMAQ	
Fund and Promote Transit		See infill and reinvestment strategies	STP	Puget Sound Regional Council for its Transportation 2040 plan
Promote growth in areas Livable Centers		See infill and reinvestment strategies	CLC	1- Thomas Jefferson Planning District Commission (TJPDC) for Jefferson Area Eastern Planning Initiative - Building Livable Communities 2-San Diego Area Council of Governments Transportation Enhancement Activities (TEA) Program 3- The San Francisco Bay Area Metropolitan Transportation Commission's (MTC) Transportation for Livable Communities Program (TLC) 4-City/County Association of Governments of San Mateo County Transit Oriented Development (TOD) Incentive Program 5-The Sacramento Area Council of Government's Metropolitan Transportation Plan for 2035
Promote and fund Clean Diesel and Diesel Emission Reduction Projects			National Clean Diesel Funding Assistance Program; Pollution Prevention Grants Program; Reauthorization of Diesel Grants ; Clean Diesel Grants; CMAQ	1- City of Long Beach - Harbor Department,retrofit 30 top handlers with diesel particulate filters; repower one work boat and one crew boat; 2- Sacramento Metropolitan Air Quality Replace diesel irrigation pump engines with electric pump motors
Promote and facilitate opportunities for alternative energy and energy conservation			CMAQ; TIGER;	Chesterton- Electricity Car
Promote tree planting and native prairie restoration for carbon sequestration		See Green Infrastructure Section above and Clean Land Section below.	Arbor Day Grant Program; Hometown Indiana Grants; FIP;	Harrison West, Valparaiso, IN
Objective E: Coordinate land use and transportation policies to reduce motor vehicle trips.				
Prioritize Transportation Investment Dollars on Congestion and VMT Reduction	S/M/L	**NIRPC:** Project Selection Criteria **Local:** Submit Congestion Projects	PL. STP; CMAQ	

Action Step	Term (S/M/L)	Responsible Party	Funding	Successes/Best Practices
Prioritize CMAQ investment dollars on Congestion Reduction Air Emission Reductions	S/M/L	**NIRPC:** Project Selection Criteria **Local:** Submit CMAQ Projects	CMAQ	

Goal: Clean land

Objective A: Maximize the number of brownfields returned to productive use.

Action Step	Term (S/M/L)	Responsible Party	Funding	Successes/Best Practices
Objective B: Facilitate a regional solid waste and landfill strategy.				
Objective C: Promote the acquisition and protection of greenspace.				
Prioritize wetland restoration and conservation		**NIRPC:** Coordination and technical assistance **Fed/State:** Technical support: IDEM, DNR, USACOE, USFWS, NRCS **Local:** SWCD, environmental/ conservation organizations	USDA-CRP, USDA-CTA, WRP,Wetlands Protection Development Grants Program; Small Watershed Program; NAWCA	Indiana Wetlands Conservation Plan criteria
Pursue strategic open space acquisition that provides opportunities to expand existing open spaces and improve network connectivity for the benefit of regional trail system, wildlife and biodiversity			Some PL funding can be used to maintain resource data for Env. Mit.	Ex. Riparian Buffer Preservation- Trail Creek, Michigan City
Protect sensitive areas and forestlands through creation of sufficient buffer zones			EQIP; FIP; CRP; Cooperative Forestry Assistance; EFI	Ex. Coffee Creek Watershed Conservancy- Chesterton
Seek opportunities to maintain or restore habitat corridors			FIP; WHIP; CRP; Partners for Wildlife Habitat Restoration Program	Ex. Coffee Creek Watershed Conservancy- Chesterton
Preserve and enhance strategically sited green areas in developed areas to mitigate impacts on region's ecosystem and wastewater system			Some PL funding can be used to maintain resource data for Env. Mit.	Plan for the Valleys Baltimore County, Maryland
Encourage habitat protection, restoration, and cooperative land management agreements on both public and private lands through appropriate regulation and incentives		**NIRPC:** Data, mapping, facilitation and coordination	FIP; WHIP; CRP; Partners for Wildlife Habitat Restoration Program	Habitat Conservation Plans: The Quiet Revolution : This U.S. Fish and Wildlife provides basic information about habitat conservations plans as well as a number of case studies on the use of these plans. [http://www.fws.gov/endangered/hcp/Quiet/quietrev.html]
Coordinate education, training and technical assistance especially to develop strategic partners in open space management		**Other Entity:** NWI CWMA	Soil Conservation Education Program; SARE	Hilltop Hanover, A Westchester County Farm and Environmental Center, Westchester County, New York
Objective D: Mitigate transportation and land use impacts.				
Identify proposed transportation projects that may have an environmental impact for early coordination with state and federal agencies			PL to update and maintain data for Env. Mit.	
Make environmental resource data readily available and accessible to transportation planners and decision makers			PL to update and maintain data for Env. Mit.	GIS mapping environmental resources

Action Step	Term (S/M/L)	Responsible Party	Funding	Successes/Best Practices
Where deemed beneficial to the region, support artificial habitat creation in areas where natural habitat areas are too degraded or fragmented to restore effectively	L		WHIP; CRP; Partners for Wildlife Habitat Restoration Program; Wildlife Conservation and Appreciation Program	Cowles Bog Restoration plan-Indiana Dunes National Lakeshore
Prioritize environmental resource/ asset areas regionally to assist with transportation planning and assist with decision making			PL to update and maintain data for Env. Mit.	Plan for the Valleys Baltimore County, Maryland
Identify mitigation areas/ opportunities that have the greatest ecological value to enhance regional restoration and preservation efforts			PL to update and maintain data for Env. Mit.	Plan for the Valleys Baltimore County, Maryland

Economic Development

Goal H & E-1: A globally competitive, diversified economy that protects & enhances our natural environment

Objective A: Maximize technology, productivity and efficiency of existing core industries

Action Step	Term (S/M/L)	Responsible Party	Funding	Successes/Best Practices
Provide broadband fiber optics		**NIRPC** can offer technical support and GIS data mapping **Other Entity:** The Forum will pursue recommendations from the Broadband Study such as identifying hot spots	EDA; NWIEDD	
Maximize Economic Development impacts of major employers			EDA; NWIEDD	Comprehensive Plan implementation of City of Gary identified several priority projects include Route 912 Business Park Development, and Interstate 90/65 Business Park Development.

Objective B: Create diverse, emerging and sustainable industries

Action Step	Term (S/M/L)	Responsible Party	Funding	Successes/Best Practices
Support the Regional Entrepreneurial Action Plan (REAP)	S	**NIRPC** can offer technical support, provide data and act as a convener / facilitator **Other Entity:** NWIEDD & Forum	RDA; NWIEDD	Elevate Ventures fund $1.6 million pilot program called "Quickstart" - staff hired to be NWI representative (effective Jan. 1, 2012)
Provide Economic Development impacts of identified "industry clusters"		**NIRPC:** Supply data and coordinate with the Forum and IEDC **Fed/State:** IEDC **Other Entity:** Forum	EDA; NWIEDD; IDGF	Comprehensive Plan of City of Gary aims to establish a tax increment finance (TIF) district to finance infrastructure costs, expand the Gary-East Chicago-Hammond Empowerment Zone and Gary/Chicago International Airport Development Zone to encompass the Business Park and provide incentives to new businesses and developers including Foreign Trade Zone Benefits.

Objective C: Strengthen public/private partnerships resulting in increased regional investment

Action Step	Term (S/M/L)	Responsible Party	Funding	Successes/Best Practices
Update CEDS	S	**NIRPC** will support the NWIEDD and provide data **Other Entity:** Include criteria in NWIEDD call for projects	EDA	Comprehensive Economic Development Strategy, 2010
Maximize Economic Development impacts of NWIEDD's requests and EDA funds		**NIRPC** can offer technical assistance and align transportation funds to maximize economic development impacts and opportunities	EDA; NWIEDD	
Airport		**Other Entity:** RDA	RDA	Gary- Chicago International Airport Project

Objective D: Redevelop urban core areas

Action Step	Term (S/M/L)	Responsible Party	Funding	Successes/Best Practices

Action Step	Term (S/M/L)	Responsible Party	Funding	Successes/Best Practices
Pursue catalytic projects in the Marquette Plan		**NIRPC** can facilitate sharing of information, act as a convener and facilitator, provide technical assistance and coordinate with the RDA to pursue the Advisory Committee **Other Entity:** The RDA will continue to fund projects within the lakefront communities of Northwest Indiana that are located in the Focused Revitalization Area.	RDA	Portage Lakefront
Pursue catalytic projects in the GRIP project.			EZ; RDA; NWIEDD	Marquette Plan; Gary- Chicago International Airport Project
Objective E: Use/expansion of transportation and other infrastructure advantages				
Action Step	**Term (S/M/L)**	**Responsible Party**	**Funding**	**Successes/Best Practices**
Prioritize transportation investments which achieve improved connectivity			PL; STP	South Shore Rail Line
Provide cutting-edge utilities, services and Broadband fiber optics, See Goal H & E-1, Objective A, #1			EDA; NWIEDD	
Objective F: Promote growth that protects and enhances the environmental assets of Northwest Indiana				
Action Step	**Term (S/M/L)**	**Responsible Party**	**Funding**	**Successes/Best Practices**
Pursue land assembly and site preparation efforts		**NIRPC** will provide technical assistance, data and GIS mapping and continue to partner with the Forum to promote land assembly needs using land use and transportation infrastructure components **Local:** LEDO's **Other Entity:** The Forum will continue to support LEDO efforts and host additional seminars with NIRPC and develop programs	CLC; Land Banks; Brownfields Program	Portage Lakefront recovers abandoned brownfields along its waterway
Objective G: Improve the region's workforce to accommodate growth in emerging industries				
Action Step	**Term (S/M/L)**	**Responsible Party**	**Funding**	**Successes/Best Practices**
Provide Economic Development impacts of emerging "Green Economy" jobs		**NIRPC:** Coordinate with Forum	EDA; NWIEDD; TIF; Tax Abatement;	South Shore Rail Line
Create programs to support job and economic growth				NWIEDD
Objective H: Improve overall quality of life to attract businesses and residents				
Action Step	**Term (S/M/L)**	**Responsible Party**	**Funding**	**Successes/Best Practices**
Create regional identity to support Economic Development opportunities		**NIRPC:** Coordinate with Forum **Local:** Chamber of Commerces **Other Entity:** The Forum will continue to market NWI to developers, site selectors, real estate brokers and targeted industries	RED; NWIEDD	Marquette Plan
Goal H & E-2: Expanded access to knowledge & educational opportunities				
Objective A: Develop a transportation system that provides safe and reliable access to educational facilities				
Action Step	**Term (S/M/L)**	**Responsible Party**	**Funding**	**Successes/Best Practices**
Prioritize transportation investments which achieve improved connections		**NIRPC:** Include in Project Selection Criteria	PL; STP	South Shore Rail Line
Objective B: Maintain strategic partnerships with educational institutions				
Action Step	**Term (S/M/L)**	**NIRPC**	**Funding**	**Successes/Best Practices**
Create data base of education/occupation opportunities		**NIRPC:** Supply information/data and provide contacts **Local:** Education Institutions, Universities **Other Entity:** NWIWB & CWI supply data & reports	PL	

Action Step	Term (S/M/L)	Responsible Party	Funding	Successes/Best Practices
Establish partnerships between industry and educational institutions for purposes of job training		**NIRPC:** Provide contacts and connections		U.S.Steel partnered with Purdue University Calumet Visualization lab
Objective C: Provide critical information to the public to enable meaningful public participation				
Action Step	**Term (S/M/L)**	**Responsible Party**	**Funding**	**Successes/Best Practices**
Provide "forum style" events	**S**	**NIRPC:** Offer forums with keypad polling **Local:** Work with NIRPC to educate on Plan recommendations, etc.		Hammond Elementary school forum Dec.6,2011
Objective D: Educate leaders about best practices in urban and regional planning and public policy				
Action Step	**Term (S/M/L)**	**Responsible Party**	**Funding**	**Successes/Best Practices**
Conduct civic and governmental activities in locations convenient to the urban core		**NIRPC** can act a facilitator, share information and provide technical assistance and support	PL;	Public meeting at Chesterton Town Hall
Objective E: Improve infrastructure connectivity and access to the technology that supports distance education				
Action Step	**Term (S/M/L)**	**Responsible Party**	**Funding**	**Successes/Best Practices**
Prioritize transportation investments which achieve improved connectivity		**NIRPC** will include in Project Selection Criteria	PL; STP	South Shore Rail Line

Stewardship & Governance

Goal S&G-1: Environmental justice: shared benefits and burdens

Action Step	Term (S/M/L)	Responsible Party	Funding	Successes/Best Practices/Resources
Objective 1-A: Increase outreach in environmental justice communities and improve the public involvement process to eliminate barriers and engage minority, disabled, elderly, and low-income populations in regional decision-making.				
Host an annual regional forum addressing progress in 2040 CRP implementation and issue-oriented roundtables, as appropriate.	**S/M/L**	**NIRPC:** Lead the outreach effort to ensure that all groups are well represented. Host forums and roundtables at appropriate and easily accessible sites. **Fed/State:** Attend annual forums **Local:** Assist NIRPC in outreach efforts to reach E.J. communities in your local jurisdiction.	PL	
Provide ongoing communication to regional stakeholders on a quarterly basis.	**S/M/L**	**NIRPC:** Publish a quarterly newsletter.	PL	Plan Cheyenne includes a unique structure and online RFP process, and incorporation of cutting edge public participation strategies.
Support and facilitate meaningful public participation in planning efforts at all scales, including expanding NIRPC's online capabilities.	**S**	**NIRPC:** Develop a Social Equity section on the NIRPC website.	PL; Foundations	Best Practice Website: Metro Boston Indicators Project (www.regionalindicators.org/equity/)
Objective 1-B: Improve capacity to identify residential, employment, and transportation patterns of low-income and minority populations so that their needs may be identified and addressed, and the impacts of transportation can be fairly distributed				
Establish a Core Communities Committee to provide technical support and assist in securing resources from federal, philanthropic and other external sources.	**S**	**NIRPC:** Reach out to core community leaders, seeking representatives for the Core Communities Committee. **Local:** Identify leaders to participate in the Committee.	Need Local dedicated source	Walkable and Livable Communities Institute Conducted a research about implementing projects to support active living, This handbook provides guidance of how to form a community committee. http://www.walklive.org/
Objective 1-C: Avoid disproportionately high and/or adverse impacts on minority, disabled, elderly and/or low-income populations.				

Action Step	Term (S/M/L)	Responsible Party	Funding	Successes/Best Practices
Consider the benefits and burdens of potential decisions on environmental justice communities.	S/M/L	**NIRPC:** Build upon the Environmental Justice Analysis conducted for the 2040 CRP to develop tools to evaluate benefits and burdens of projects on E.J. communities. Explore the potential for providing E.J. analysis tools and technical support for local governments. **Local:** Develop plans and tools to address benefits and burdens of local projects.	Environmental Justice Community Impact Grant Program	The Executive Office of Energy and Environmental Affairs (EEA) of Massachusetts provides this Smart Growth/Smart Energy Toolkit on the website. http://www.mass.gov/envir/smart_growth_toolkit/pages/mod-ej.html
Objective 1-D: Minimize and/or mitigate unavoidable impacts on low-income and/or minority populations by providing offsetting initiatives and enhancement measures to benefit affected communities and neighborhoods				
Objective 1-E: Increase awareness and understanding of environmental justice issues among decision makers				
Facilitate increased understanding and meaningful discussion of social justice issues, in particular as they relate to the relationship between land use, transportation and environmental planning efforts in the core communities.		**NIRPC:** Increase and broaden public participation activities to ensure an ongoing and meaningful process for citizens. Educate NIRPC Commissioners and other local decision makers on the importance of ensuring social justice in our region.		The Executive Office of Energy and Environmental Affairs (EEA) of Massachusetts provides this Smart Growth/Smart Energy Toolkit on the website. http://www.mass.gov/envir/smart_growth_toolkit/pages/mod-ej.html
Build local capacity and understanding of the regional impacts of local planning and promote "best practices" among both the general public and elected/appointed officials, as described elsewhere in this Plan.		**NIRPC:** Maintain an active and meaningful role in ongoing regional initiatives, including: Quality of Life Council, Quad-State Accord, Great Lakes Restoration Initiative and other initiatives described elsewhere in the CRP.		
Objective 1-F: Mitigate displacement of local residents and the loss of property investments when redeveloping the urban core				
Provide support for integration of livable communities' standards and social equity considerations into local planning decision-making.	S/M/L	**NIRPC:** Use the Core Communities Committee to provide support and advocacy in the urban core communities. **Local:** Use plans and policies to encourage the retention of existing residents while allowing for redevelopment.	CLC	Livable Center Initiative by Atlanta Regional Commission

Goal 2: Efficient and coordinated local government

Objective 2-A: Facilitate the consolidation of redundant local government services

Action Step	Term (S/M/L)	Responsible Party	Funding	Successes/Best Practices/Resources
Shared service and utility agreements, coordination and consolidation		**NIRPC:** Facilitate and foster opportunities for shared local government services and improving the fiscal sustainability of the counties and existing cities and towns.		
Shared purchasing agreements				
Objective 2-B: Promote coordination of land use and corridor planning across jurisdictional boundaries				
Review and advise communities in the region as intergovernmental agreements (IGAs) are developed to address various issues of mutual and broader regional benefit.				
Objective 2-C: Foster better communication, cooperation, and coordination to better leverage resources				
Communicate shared regional priorities to the federal and state agencies		**NIRPC:** Flexible regional financing options for initiatives that cross municipal and county. Provide ongoing communi Revenue sharing opportunities to better align regional resources with regional needscation to regional stakeholders on a quarterly basis **Fed/State:** State and federal tax policy favorable to achieving Livable Centers and Focused Revitalization		

Action Step	Term (S/M/L)	Responsible Party	Funding	Successes/Best Practices
Explore funding resources for NIRPC and regional partners to support greater cooperation and interaction among non-traditional partners				
Objective 2-D: Promote the sharing of benefits, burdens and costs among governments				
Consider the benefits and burdens of potential decisions on environmental justice communities.		**NIRPC:** Provide support for integration of livable communities' standards and social equity considerations into local planning decision-making.	CLC	The Executive Office of Energy and Environmental Affairs (EEA) of Massachusetts provides this Smart Growth/Smart Energy Toolkit on the website. http://www.mass.gov/envir/smart_growth_toolkit/pages/mod-ej.html

Commissioners Court - Regular Session **34.**

Meeting Date: 07/19/2022

Approval of Purchase for Interactive Voice Response System Support from Drake Communications, Inc. for the Elections Department

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 Agreement for Interactive Voice Response (IVR) Support Services in the amount of $5,900.00 and exempting this purchase from the competitive bidding requirements for said service established by Texas Local Government code 262.024 (a)(7)(D) captive replacement parts and components for equipment and authorizing the execution of the agreement.

Background

Approval of this purchase will support the Williamson County Elections Department. A significant investment was made in this Interactive Voice Response (IVR) system in 2016. IVR, is an automated telephone system that combines pre-recorded messages or text-to-speech technology with a dual-tone multi-frequency interface to engage callers, allowing them to provide and access information without a live agent. Drake Communications is the only vendor that can provide the support services for their system. The annual support agreement is attached. IT, Legal, Contract Audit and Budget have reviewed this purchase. This expenditure will be charged to FY22 01.0100.0492.004506 and 01.0377.0377.004506. Department contact is Elections Administrator Chris Davis.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Expert Management Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	07/14/2022 05:49 AM
County Judge Exec Asst.	Becky Pruitt	07/14/2022 10:23 AM
Form Started By: Erica Smith		Started On: 07/13/2022 09:19 AM
Final Approval Date: 07/14/2022		

DRAKE COMMUNICATIONS, INC.
202 W McCart St., Suite 200
Krum, TX. 76249

EXPERT MANAGEMENT AGREEMENT

Drake Communications, Inc. (D.C.I.) agrees to provide Expert Management Services for the identified product(s) listed under EQUIPMENT located at the Williamson County, a political subdivision of the State of Texas (hereinafter also referred to as "Customer"). Subject to the following terms and conditions:

EQUIPMENT: Elections Interactive Voice Response (IVR)

PAYMENT: For the Term of the Agreement, Customer shall pay D.C.I. as follows:

$5,900.00 (plus applicable sales taxes) per year, term beginning 6/6/2022.

A. For equipment itemized, this payment shall cover: **1**. All routine parts and labor required as a consequence of normal wear and tear. **2**. Maintenance of the Keystone IVR, including: hardware, troubleshooting and repair. **3**. All recordings including recording of polling locations, menus (menu changes to be designed by customer). **4**. Creation of Keystone IVR compatible databases from master voter file (MVF) data provided by customer. **5**. System back up services and rebuilding of lost application files. **6**. As part of our contract, D.C.I. will implement menu changes (recording, and routing) with written notification from the customer, including written script changes. or written confirmation of phone request from customer. **7**. Requests with less than eight (8) working hours notification will be completed as quickly as possible but without guarantee of meeting the customer's requested deadline. **In short, we maintain your entire system, application, software, and hardware.**

B. Services covered by this Agreement will be provided 24 hours a day, D.C.I.'s personnel will be available to Customers, during normal business hours (8:30 a.m. to 5:00 p.m. C.S.T.), Monday through Friday at (972) 243-2500. For services outside these hours please call (972) 243-2500 and choose prompt for emergency service on a 7 day a week basis.

Service is available 365 days per year. It is expected that 95% of all work will be done remotely. If on site work is required, a FLAT trip charge of $400.00 will apply. Service to non-maintenance customers is $480.00 per hour.

C. Expert Management customers have no limit to the number of hours spent by D.C.I. staff to maintain their system and all costs other than the trip charge are covered by the agreement

RESPONSE TIME GOAL:

D.C.I. will make diligent effort to respond to Customer requests for corrective maintenance as follows:
a. With dispatch of a service technician to Customer problem within minutes and not longer than two (2) hours of initial customer notification of emergency conditions.
b. With dispatch of a service technician to Customer problem within minutes and not longer than Eight (8) working hours or twenty-four (24) clock hours for non-emergency conditions.

EXCLUSIONS FROM MAINTENANCE:

Moves of the system for any reason are not the result of system malfunction and therefore not a maintenance item. If Customer requires the services of D.C.I. in connection with the relocation of the equipment, Customer will pay D.C.I. for such services at D.C.I.'s then current standard and reasonable rate.

This Agreement does not cover damages due to or failure of the equipment caused by actions other than wear and tear resulting from normal use, including but not limited to misuse, negligence, accident, theft or unexpected loss, abuse, connection to direct current, fire, flood, wind, lightning, acts of terrorism or other acts of God. Some of these costs can often be recouped by claiming loss on Customer insurance policies. Also not covered are improper

wiring, installation, repair or alteration by anyone other than D.C.I. Repairs necessitated by any of the above excepted causes shall be made by D.C.I. at its standard charges for labor and materials.

NOTICES:

Any written communication required to be given thereunder will be sent to the address of the contact person listed or to such other address as advised by written communication. All notices to D.C.I. shall be sent via certified or registered mail and shall be deemed effective three (3) days after mailing.

TERM:

This agreement will automatically renew annually at the then current and reasonable Expert Management Agreement rate as applicable. D.C.I. will invoice prior to the renewal date for the subsequent year's maintenance. Invoice is due and payable prior to the anniversary of the commencement date. Government agencies who cannot have renewable contracts are exempt from this clause and this clause only.

The Customer has the right to cancel the contract within the last thirty (30) days of the anniversary of the expiration date of the contract. Any communication to this effect should be in writing meeting the terms and conditions under NOTICES above.

SUCCESSOR OF PARTIES BOUND:

This Agreement and all its provisions shall inure to and become binding upon heirs, executors, administrators, successors and assigns of the parties hereto.

ENTIRE AGREEMENT:

This Agreement constitutes the entire agreement between the Customer and D.C.I. with respect to the Expert Management of the equipment. Customer has not entered into this agreement in reliance upon any warranty or representation by any person or entity except for the warranties and representations specifically set forth herein. This agreement becomes binding only upon written acceptance by the principal or authorized representative of Drake Communications, Inc.

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

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

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

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

DRAKE COMMUNICATIONS, INC.	**CUSTOMER**
By: C R Drake	By: _____
Title: President	Title: _____
Date: 7/8/22	Date: _____
Billing Address: 301 S/E Inner Loop Ste 104	Contact Person: _____
Equipment Site: Same	Telephone # (512) 943-1630

Commissioners Court - Regular Session **35.**

Meeting Date: 07/19/2022

Facilities Department Update - Summer 2022

Submitted For: Dale Butler **Submitted By:** Wendy Danzoy, Facilities Management

Department: Facilities Management

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and receive updates on the Facilities Management Department projects. Dale Butler, Senior Director, will present a PowerPoint slideshow.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	07/13/2022 11:48 AM
Form Started By: Wendy Danzoy		Started On: 07/13/2022 11:14 AM
Final Approval Date: 07/13/2022		

Commissioners Court - Regular Session **36.**

Meeting Date: 07/19/2022

Receive the July 2022 Construction Summary Report and PowerPoint Presentation

Submitted By: Marie Walters, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Receive the July 2022 Construction Summary Report and PowerPoint Presentation.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

July 2022 Construction Summary Report

July 2022 PowerPoint Presentation

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	07/14/2022 11:59 AM
Form Started By: Marie Walters		Started On: 07/14/2022 07:51 AM
Final Approval Date: 07/14/2022		

ROAD BOND PROGRAM

Construction Summary Report

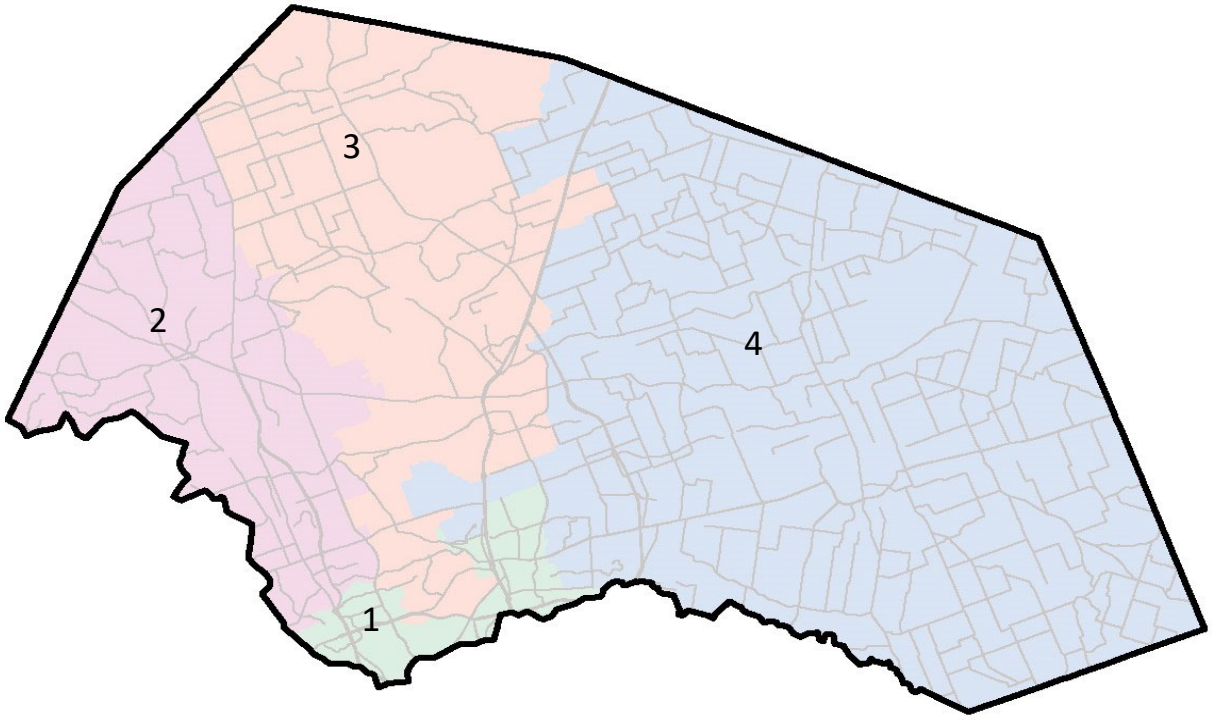
County Judge
Bill Gravell, Jr.

Commissioners
Terry Cook
Cynthia Long
Valerie Covey
Russ Boles

June 2022

WWW.ROADBOND.ORG

Volume XXI - Issue No.06



Presented By: HNTB

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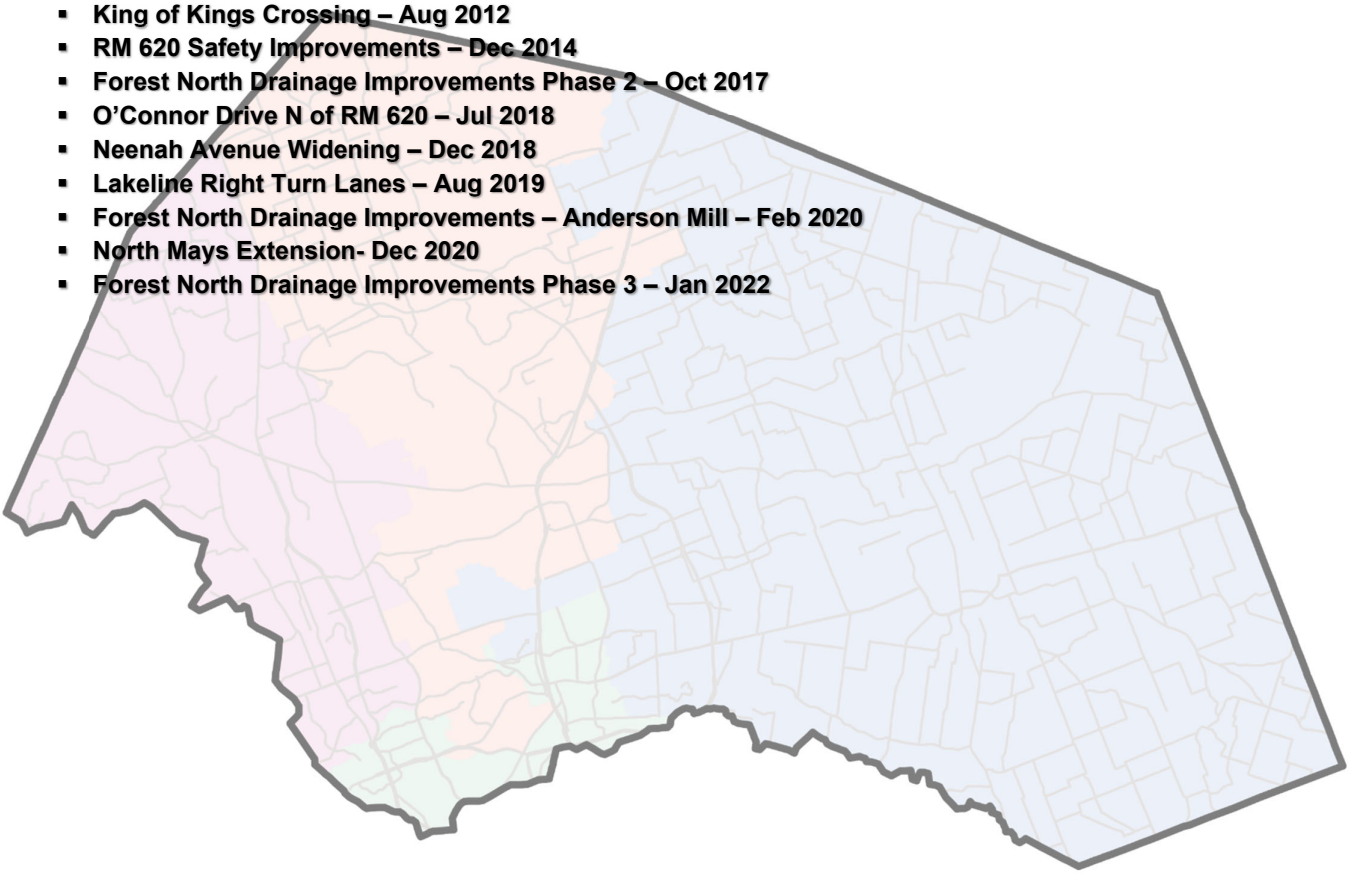
WILLIAMSON COUNTY
ROAD BOND PROGRAM

COMPLETED PROJECTS

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF JUNE 2022

Precinct 1

- **Pond Springs Road (signal) – Apr 2002**
- **McNeil Road, Phase 1 – Jan 2005**
- **McNeil Road, Phase 2 – Feb 2007**
- **RM 620, Phase 1 – Jan 2009**
- **Pond Springs Road – Sep 2010**
- **County Road 174 at Brushy Creek – Jun 2011**
- **O'Connor Drive Extension – Apr 2012**
- **King of Kings Crossing – Aug 2012**
- **RM 620 Safety Improvements – Dec 2014**
- **Forest North Drainage Improvements Phase 2 – Oct 2017**
- **O'Connor Drive N of RM 620 – Jul 2018**
- **Neenah Avenue Widening – Dec 2018**
- **Lakeline Right Turn Lanes – Aug 2019**
- **Forest North Drainage Improvements – Anderson Mill – Feb 2020**
- **North Mays Extension- Dec 2020**
- **Forest North Drainage Improvements Phase 3 – Jan 2022**



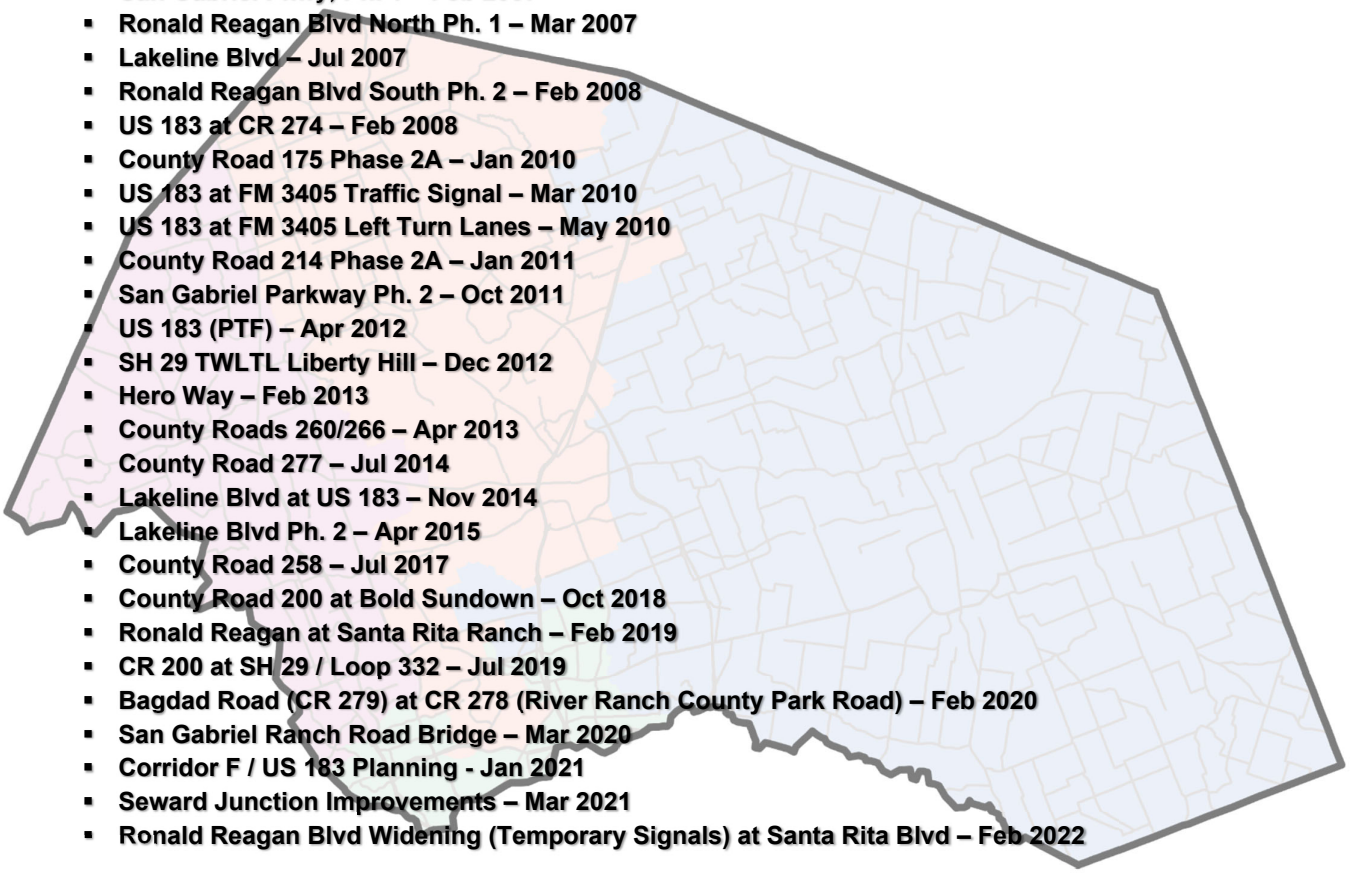
WILLIAMSON COUNTY
ROAD BOND PROGRAM

COMPLETED PROJECTS

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF JUNE 2022

Precinct 2

- **RM 1869 at SH 29 (signal) – Aug 2002**
- **River Bend Oaks – Feb 2003**
- **County Road 175 – Jun 2003**
- **County Road 200 – Sep 2003**
- **Ronald Reagan Blvd, South Ph. 1 – Dec 2004**
- **County Road 214 – Feb 2005**
- **County Road 258 – Sep 2006**
- **San Gabriel Pkwy, Ph. 1 – Feb 2007**
- **Ronald Reagan Blvd North Ph. 1 – Mar 2007**
- **Lakeline Blvd – Jul 2007**
- **Ronald Reagan Blvd South Ph. 2 – Feb 2008**
- **US 183 at CR 274 – Feb 2008**
- **County Road 175 Phase 2A – Jan 2010**
- **US 183 at FM 3405 Traffic Signal – Mar 2010**
- **US 183 at FM 3405 Left Turn Lanes – May 2010**
- **County Road 214 Phase 2A – Jan 2011**
- **San Gabriel Parkway Ph. 2 – Oct 2011**
- **US 183 (PTF) – Apr 2012**
- **SH 29 TWLTL Liberty Hill – Dec 2012**
- **Hero Way – Feb 2013**
- **County Roads 260/266 – Apr 2013**
- **County Road 277 – Jul 2014**
- **Lakeline Blvd at US 183 – Nov 2014**
- **Lakeline Blvd Ph. 2 – Apr 2015**
- **County Road 258 – Jul 2017**
- **County Road 200 at Bold Sundown – Oct 2018**
- **Ronald Reagan at Santa Rita Ranch – Feb 2019**
- **CR 200 at SH 29 / Loop 332 – Jul 2019**
- **Bagdad Road (CR 279) at CR 278 (River Ranch County Park Road) – Feb 2020**
- **San Gabriel Ranch Road Bridge – Mar 2020**
- **Corridor F / US 183 Planning - Jan 2021**
- **Seward Junction Improvements – Mar 2021**
- **Ronald Reagan Blvd Widening (Temporary Signals) at Santa Rita Blvd – Feb 2022**



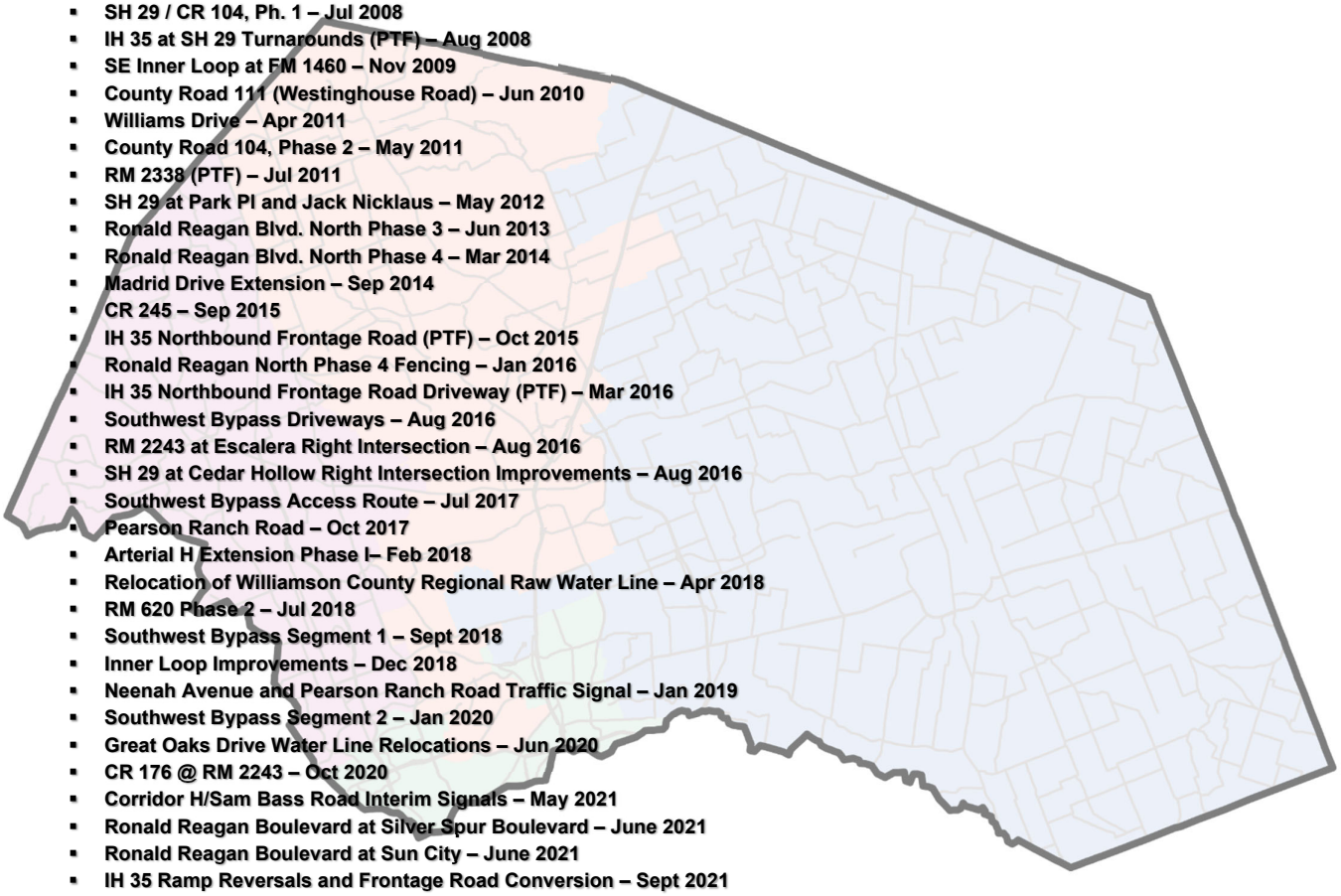
WILLIAMSON COUNTY
ROAD BOND PROGRAM

COMPLETED PROJECTS

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF JUNE 2022

Precinct 3

- **Cedar Hollow at SH 29 (signal) – Aug 2002**
- **Georgetown Inner Loop Project 2 – Aug 2003**
- **Georgetown Inner Loop Project 1 – Jun 2004**
- **Georgetown Inner Loop East Extension – Sep 2004**
- **County Road 152 Bridge Replacement – Sep 2004**
- **Inner Loop East (CR 151 to Bus 35) – Oct 2005**
- **Ronald Reagan Blvd North, Ph. 2 – May 2008**
- **12" Water Main Relocation for SH 29 Widening – Jun 2008**
- **SH 29 / CR 104, Ph. 1 – Jul 2008**
- **IH 35 at SH 29 Turnarounds (PTF) – Aug 2008**
- **SE Inner Loop at FM 1460 – Nov 2009**
- **County Road 111 (Westinghouse Road) – Jun 2010**
- **Williams Drive – Apr 2011**
- **County Road 104, Phase 2 – May 2011**
- **RM 2338 (PTF) – Jul 2011**
- **SH 29 at Park Pl and Jack Nicklaus – May 2012**
- **Ronald Reagan Blvd. North Phase 3 – Jun 2013**
- **Ronald Reagan Blvd. North Phase 4 – Mar 2014**
- **Madrid Drive Extension – Sep 2014**
- **CR 245 – Sep 2015**
- **IH 35 Northbound Frontage Road (PTF) – Oct 2015**
- **Ronald Reagan North Phase 4 Fencing – Jan 2016**
- **IH 35 Northbound Frontage Road Driveway (PTF) – Mar 2016**
- **Southwest Bypass Driveways – Aug 2016**
- **RM 2243 at Escalera Right Intersection – Aug 2016**
- **SH 29 at Cedar Hollow Right Intersection Improvements – Aug 2016**
- **Southwest Bypass Access Route – Jul 2017**
- **Pearson Ranch Road – Oct 2017**
- **Arterial H Extension Phase I– Feb 2018**
- **Relocation of Williamson County Regional Raw Water Line – Apr 2018**
- **RM 620 Phase 2 – Jul 2018**
- **Southwest Bypass Segment 1 – Sept 2018**
- **Inner Loop Improvements – Dec 2018**
- **Neenah Avenue and Pearson Ranch Road Traffic Signal – Jan 2019**
- **Southwest Bypass Segment 2 – Jan 2020**
- **Great Oaks Drive Water Line Relocations – Jun 2020**
- **CR 176 @ RM 2243 – Oct 2020**
- **Corridor H/Sam Bass Road Interim Signals – May 2021**
- **Ronald Reagan Boulevard at Silver Spur Boulevard – June 2021**
- **Ronald Reagan Boulevard at Sun City – June 2021**
- **IH 35 Ramp Reversals and Frontage Road Conversion – Sept 2021**
- **O'Connor Drive Traffic Signals – Nov 2021**
- **Hairy Man Road/Brushy Creek Road Safety Improvements- Dec 2021**
- **Ronald Reagan Blvd. at IH 35 Bridge Replacement – Dec 2021**



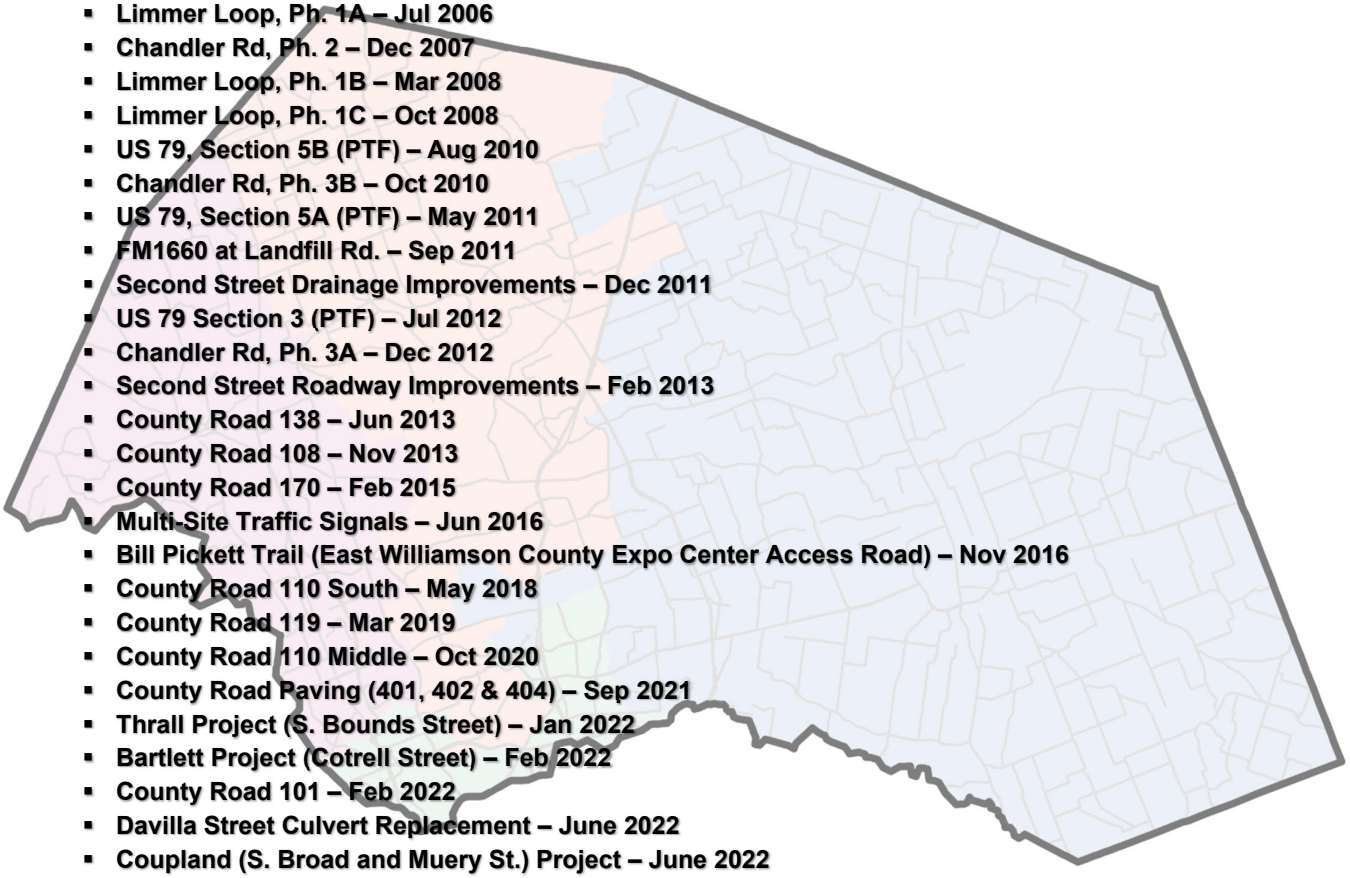
WILLIAMSON COUNTY
ROAD BOND PROGRAM

COMPLETED PROJECTS

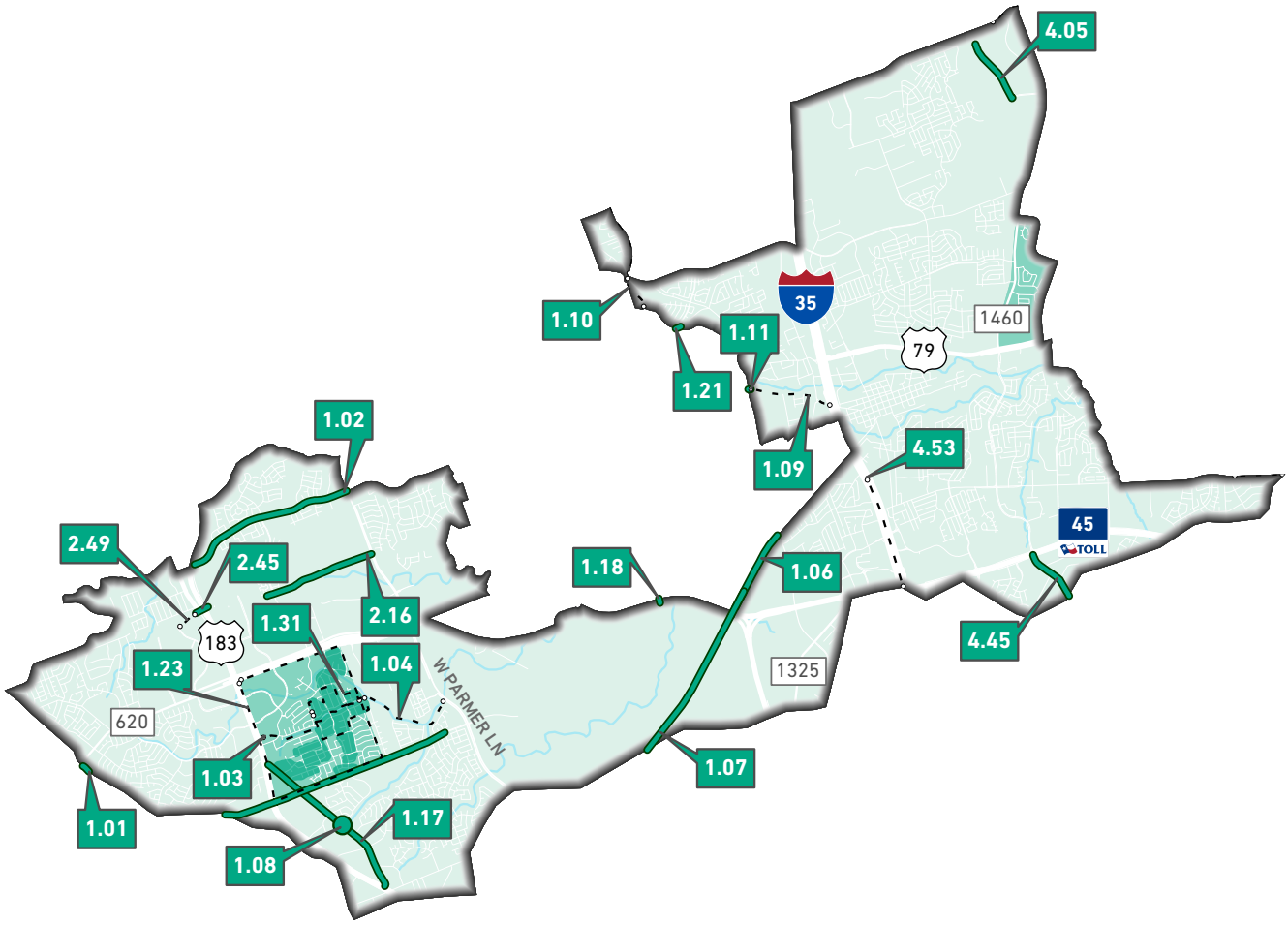
CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF JUNE 2022

Precinct 4

- **Bridge Replacements (CR 390, 406 & 427) – Nov 2002**
- **County Road 368 and 369 – Nov 2002**
- **County Road 412 – Aug 2003**
- **County Road 300 and 301 – Dec 2003**
- **County Road 424 Bridge Replacement – Jan 2004**
- **Chandler Rd. Extension, Ph. 1 – Mar 2005**
- **County Road 112, Ph. 1 – Aug 2005**
- **County Road 137 – Oct 2005**
- **Limmer Loop, Ph. 1A – Jul 2006**
- **Chandler Rd, Ph. 2 – Dec 2007**
- **Limmer Loop, Ph. 1B – Mar 2008**
- **Limmer Loop, Ph. 1C – Oct 2008**
- **US 79, Section 5B (PTF) – Aug 2010**
- **Chandler Rd, Ph. 3B – Oct 2010**
- **US 79, Section 5A (PTF) – May 2011**
- **FM1660 at Landfill Rd. – Sep 2011**
- **Second Street Drainage Improvements – Dec 2011**
- **US 79 Section 3 (PTF) – Jul 2012**
- **Chandler Rd, Ph. 3A – Dec 2012**
- **Second Street Roadway Improvements – Feb 2013**
- **County Road 138 – Jun 2013**
- **County Road 108 – Nov 2013**
- **County Road 170 – Feb 2015**
- **Multi-Site Traffic Signals – Jun 2016**
- **Bill Pickett Trail (East Williamson County Expo Center Access Road) – Nov 2016**
- **County Road 110 South – May 2018**
- **County Road 119 – Mar 2019**
- **County Road 110 Middle – Oct 2020**
- **County Road Paving (401, 402 & 404) – Sep 2021**
- **Thrall Project (S. Bounds Street) – Jan 2022**
- **Bartlett Project (Cotrell Street) – Feb 2022**
- **County Road 101 – Feb 2022**
- **Davilla Street Culvert Replacement – June 2022**
- **Coupland (S. Broad and Muery St.) Project – June 2022**



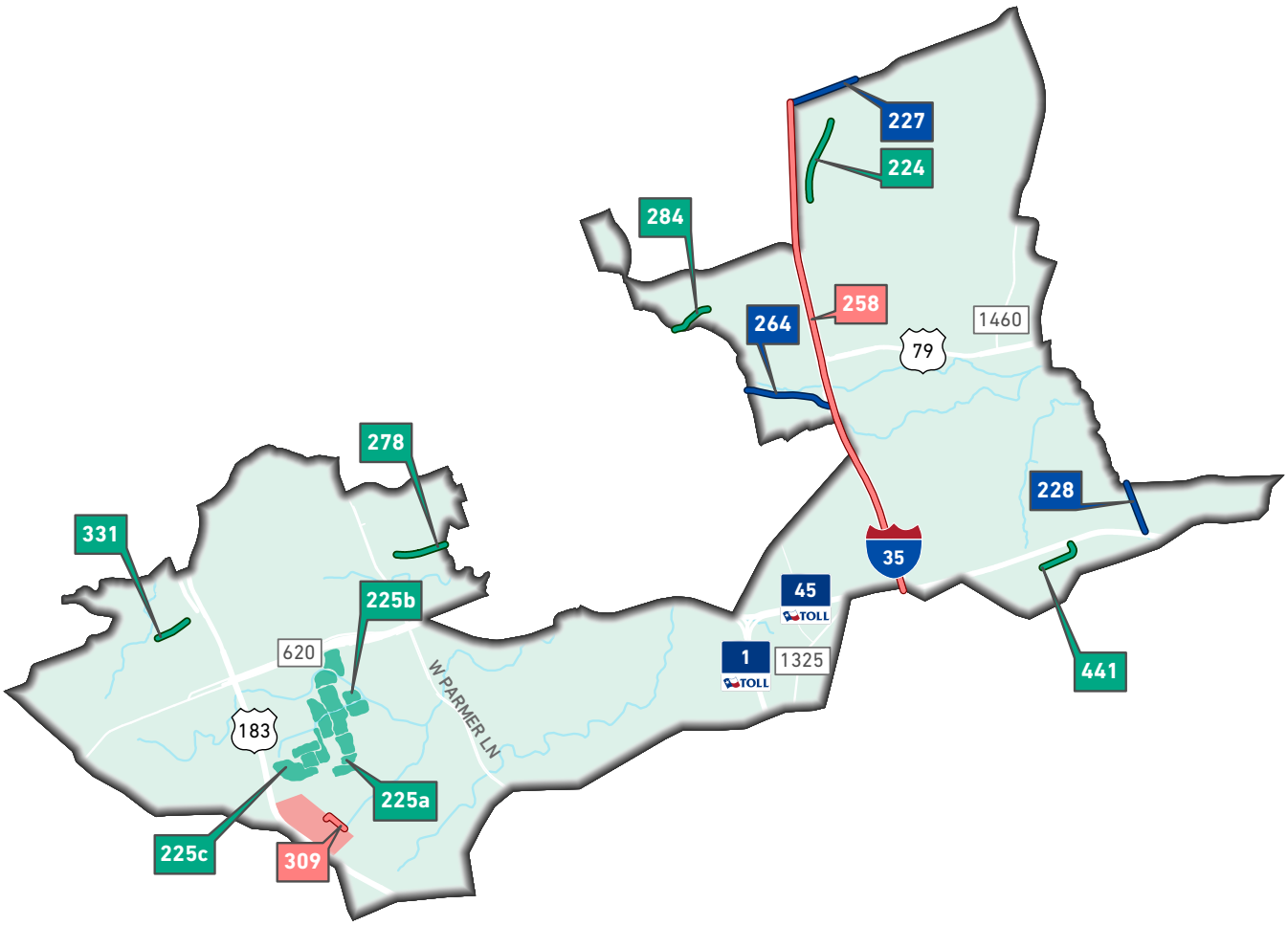
2000/2006 Road Bond Program Projects
Precinct 1 - Commissioner Cook



Completed/Open to Traffic

1.01 Anderson Mill Rd.
1.02 Avery Ranch Blvd. (183 to Parmer Lane)
1.03 Lake Creek Drainage - Phase 1
1.04 Lake Creek Drainage - Phase 2
1.06 McNeil Road - Phase 1
1.07 McNeil Road - Phase 2
1.08 Pond Springs at Turtle Rock Signal
1.09 RM 620 Feasibility Study
1.10 Wyoming Springs North Study
1.11 RM 620 Interim Improvements - Phase 1
1.17 Pond Springs Road
1.18 O'Connor Overpass at SH 45
1.21 CR 174 (Hairy Man Rd.) Bridge Rail Rehab
1.23 Forest North Drainage Study - Phase 1
1.31 Forest North Drainage Improvements - Phase 2 (design)
1.31 Forest North Drainage Improvements - Phase 3 (design)
2.16 Lakeline Blvd. (Lyndhurst to Parmer Lane)
2.45 Lakeline Blvd. at US 183
2.49 Lakeline Blvd. Right Turn Lanes (Design)
4.05 CR 112 - Phase 1
4.45 CR 170
4.53 IH 35 Operational Analysis

2013 ROAD BOND PROGRAM PROJECTS
Precinct 1 - Commissioner Cook

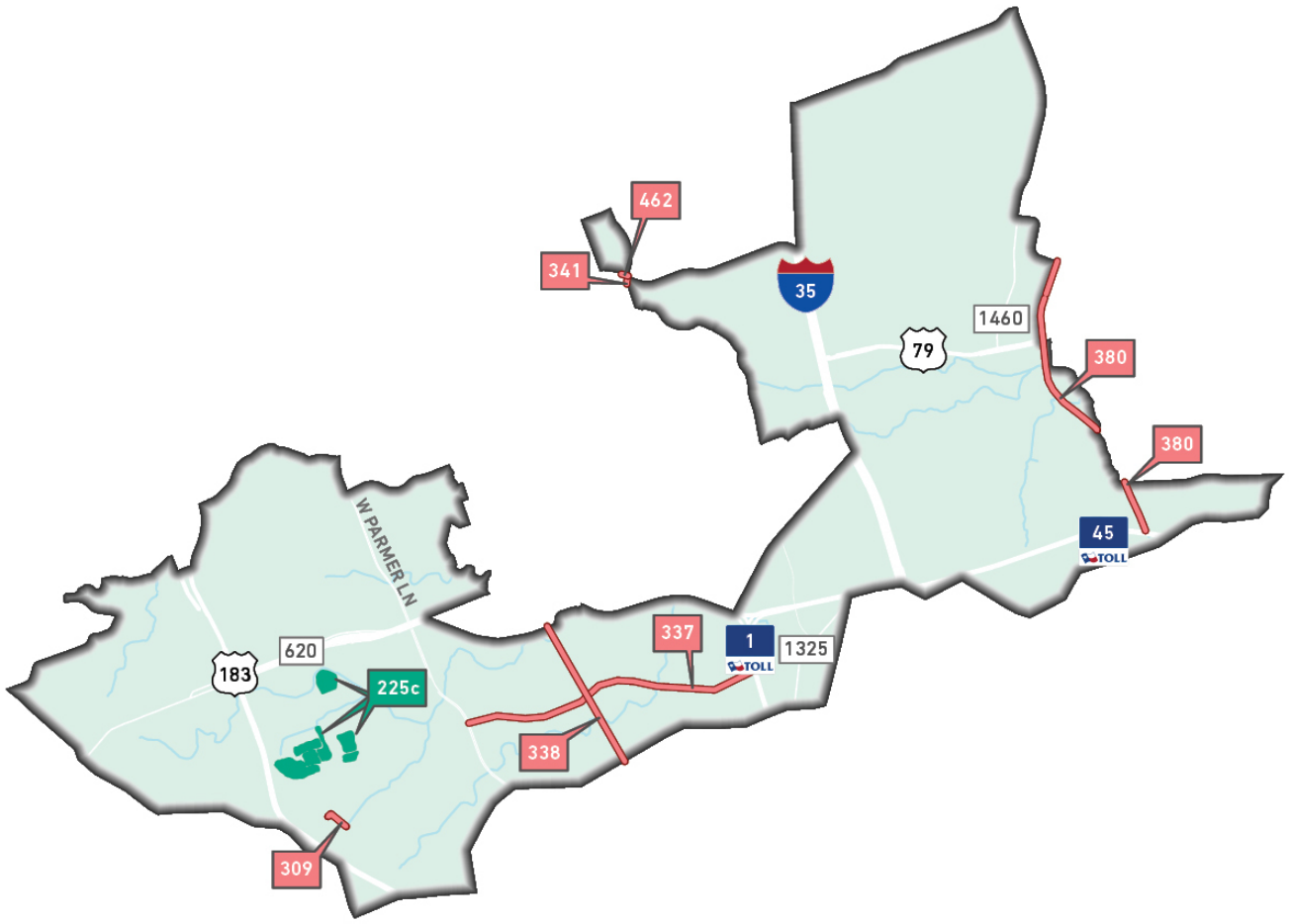


In Design
258 IH 35 Corridor Operational Analysis (SH 45 to RM 1431)
309 Pond Springs Road Area Drainage Improvements (Pond Springs Road area)

Under Construction/Bidding
227 University Boulevard Widening (IH 35 to Sunrise Road)
228 Kenney Fort Boulevard Segments 2 and 3 (Forest Creek Boulevard to SH 45)
264 RM 620 at Railroad / Chisholm Trail (IH 35 Frontage Road to Deep Wood Drive)

Completed/Open to Traffic
224 North Mays Extension (Paloma Drive to Oakmont Drive)
225a Forest North Drainage Improvements Anderson Mill Zone
225b Forest North Drainage Improvements Phase 2
225c Forest North Drainage Improvements Phase 3 (Design)
278 Neenah Avenue Widening (Olive Hill Drive to 0.5 miles east of Olive Hill Drive)
284 Hairy Man Road/Brushy Creek Road Safety Improvements (Brushy Bend to Sam Bass Road)
331 Lakeline Boulevard Right Turn Lanes
441 Roundville Lane (A.W. Grimes Boulevard to EBFR of SH 45)

2019 ROAD BOND PROGRAM PROJECTS
Precinct 1 - Commissioner Cook



In Design
309 Pond Springs Road Area Drainage Improvements
337 Anderson Mill Road (FM734-Loop1)
338 RM 620/SH 45 intersection to McNeil Road
341 Wyoming Springs Extension (Brightwater Boulevard/Creek Bend to Sam Bass Road)
380 MoKan (University Boulevard to SH 45)
462 Corridor H/Sam Bass Road (RM 1431 to Wyoming Springs Drive)

Completed/Open to Traffic
225c Forest North Drainage Improvements Phase 3

North Mays Street Extension Phase 1 (Paloma Drive to Oakmont Drive)
Project No. 1810-265

Original Contract Price = $10,775,835.75

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
11/14/2018	12/4/2018	1/18/2019	1/28/2019	12/16/2020			410	279	689

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	1/28/2019	1/31/2019	4	$523,139.40	$523,139.40	$58,126.60	$58,126.60	5	1
2	2/1/2019	2/28/2019	28	$2,584.80	$525,724.20	$287.20	$58,413.80	5	5
3	3/1/2019	4/30/2019	61	$102,281.40	$628,005.60	$11,364.60	$69,778.40	6	13
4	5/1/2019	5/31/2019	31	$593,318.74	$1,221,324.34	$65,924.30	$135,702.70	12	18
5	6/1/2019	6/30/2019	30	$188,661.93	$1,409,986.27	$20,962.44	$156,665.14	13	22
6	7/1/2019	7/31/2019	31	$590,007.31	$1,999,993.58	$65,556.37	$222,221.51	19	27
7	8/1/2019	8/31/2019	31	$628,396.35	$2,628,389.93	$69,821.82	$292,043.33	25	31
8	9/1/2019	9/30/2019	30	$2,393,911.61	$5,022,301.54	$265,990.17	$558,033.50	47	36
9	10/1/2019	10/31/2019	31	$724,961.48	$5,747,263.02	$80,551.28	$638,584.78	54	40
10	11/1/2019	11/30/2019	30	$378,890.89	$6,126,153.91	$42,098.99	$680,683.77	58	45
11	12/1/2019	12/31/2019	31	$341,316.16	$6,467,470.07	$37,924.02	$718,607.79	61	49
12	1/1/2020	1/31/2020	31	$258,548.22	$6,726,018.29	$28,727.58	$747,335.37	64	54
13	2/1/2020	2/29/2020	29	$191,886.33	$6,917,904.62	$21,320.70	$768,656.07	65	58
14	3/1/2020	3/31/2020	31	$176,371.44	$7,094,276.06	$19,596.83	$788,252.90	67	62
15	4/1/2020	4/30/2020	30	$395,476.16	$7,489,752.22	$43,941.79	$832,194.69	71	67
16	5/1/2020	5/31/2020	31	$277,797.27	$7,767,549.49	$30,866.36	$863,061.05	73	71
17	6/1/2020	6/30/2020	30	$385,340.38	$8,152,889.87	$42,815.60	$905,876.65	77	75
18	7/1/2020	7/31/2020	31	$418,604.43	$8,571,494.30	$46,511.61	$952,388.26	81	80
19	8/1/2020	8/31/2020	31	$202,731.51	$8,774,225.81	$22,525.72	$974,913.98	83	84
20	9/1/2020	9/30/2020	30	$117,670.32	$8,891,896.13	$13,074.48	$987,988.46	84	89
21	10/1/2020	10/31/2020	31	$305,827.52	$9,197,723.65	$33,980.83	$1,021,969.29	87	93
22	11/1/2020	11/30/2020	30	$190,635.28	$9,388,358.93	$21,181.70	$1,043,150.99	89	98
23	12/1/2020	12/31/2020	16	$338,985.41	$9,727,344.34	$37,665.05	$1,080,816.04	92	100
24	1/1/2021	2/28/2021	0	$165,603.43	$9,892,947.77	$18,400.38	$1,099,216.42	94	100
25	3/1/2021	5/31/2021	0	$1,535,933.64	$11,428,881.41	-$1,099,216.42	$0.00	97	100
26	6/1/2021	12/31/2021	0	$18,800.00	$11,447,681.41	$0.00	$0.00	97	100

6/30/2022 Comments - Coordinating acceptance of project with City of Round Rock.

Change Order Number	Approved	Cost This CO	Total COs
01	5/5/2020	$0.00	$0.00

4B: Third Party Accommodation. Third party requested work. This Change Order modifies the contract to require that Chandler Creek, LP, a Delaware limited partnership (collectively referred to as "Seller") be an additional insured to Capital Excavation's (Contractor) commercial general liability (CGL) insurance policy and to their commercial auto liability (Auto Liability) insurance policy. Adding the Seller to the Contractor's insurance was in the terms and conditions of the Real Estate Contract between the Chandler Creek, LP and Williamson County. The Real Estate Contract was finalized after the plans were completed.

Change Order Number	Approved	Cost This CO	Total COs
02	5/5/2020	$24,898.11	$ 24,898.11

3F: County Convenience. Additional work desired by the County. This Change Order compensates the Contractor for modifications to Driveway #1 that include raising the elevation of the driveway to match the current driveway, improving the driveway by adding 6" of flex base to the pavement section, and using higher strength concrete. The driveway elevation was maintained to minimize the impact of flooding on the driveway access. The improvements were necessary due to the high volume of heavy truck and trailer traffic that uses the driveway.

Change Order Number	Approved	Cost This CO	Total COs
03	10/6/2020	$67,872.45	$ 92,770.56

3F: County Convenience. Additional work desired by the County. This Change Order compensates the Contractor for adding electronic portable changeable message boards to provide advance notification of the closure of North Mays, from Jeffery Way to Paloma Drive. The Change Order also adds compensation for the removal of the City of Round Rock Public Safety Training Center sign. Electrical ground boxes and installation of illumination on the Chandler Branch bridge will be added at the request of Oncor.

Change Order Number	Approved	Cost This CO	Total COs
04	10/6/2020	$21,002.40	$ 113,772.96

1A: Design Error or Omission. Incorrect PS&E. This Change Order adds a 24” encasement to the relocation of the new City of Round Rock 12” Water Line A that crosses the roadway at the north end of the project. The installation of the water line was included in the plans, but the encasement was not. The encasement is required to protect the water line under the roadway.

Change Order Number	Approved	Cost This CO	Total COs
05	2/23/2021	$194,528.81	$ 308,301.77

2G: Unadjusted utility (unforeseeable). This Change Order adds various changes to the project, including the additional cost of hauling embankment material due to delays in the relocation of existing utilities. 3F: Additional work desired by the County. Pay items were added for electronic changeable message boards that have been used during road closures at the south end of the project, a driveway on North Mays Street north of the City of Round Rock Public Safety Training Center, and traffic control devices that were added at the northbound lane drop transition at the north end of the project. 2E: Differing Site Conditions (unforeseeable). This Change Order also includes adjustment of existing water valve risers, a manhole in the North Mays Street and Paloma Drive intersection, and a wall along the sidewalk in front of the City of Round Rock Public Safety Training Center.

Change Order Number	Approved	Cost This CO	Total COs
6	3/23/2021	$364,733.96	$ 673,035.73

6C: Untimely ROW/Utilities. Utilities not clear. This Change Order adds a pay item to compensate the Contractor for extended project overhead costs caused by delays to the utility relocation.

Change Order Number	Approved	Cost This CO	Total COs
7	4/12/2022	$302,109.20	$ 975,144.93

2E: Differing Site Conditions (unforseeable). Miscellaneous difference in site conditions (unforseeable). This Change Order provides the interim final balancing for the overrun/underrun of Contract quanities on the project as a result of addressing field conditions not accounted for in the original plans. This Change Order adds items to compensate the contractor for various work including installation of soil stabilization measures under the bridge. 4B: Third Party Accommodation. Third party requested work. This Change Order also adds a Force Account item to pay for the installation of Oncor illumination poles, wire and conduit south of the bridge

Adjusted Price = $11,750,980.68

Forest North Phase 3
Project No. 3866

Original Contract Price = $4,793,058.15

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
4/23/2020	5/5/2020	6/1/2020	6/11/2020	1/7/2022	3/18/2022		600	2	602

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	6/11/2020	6/30/2020	20	$162,371.70	$162,371.70	$18,041.30	$18,041.30	4	3
2	7/1/2020	7/31/2020	31	$312,289.20	$474,660.90	$34,698.80	$52,740.10	10	8
3	8/1/2020	8/31/2020	31	$290,125.80	$764,786.70	$32,236.20	$84,976.30	17	14
4	9/1/2020	9/30/2020	30	$287,032.05	$1,051,818.75	$31,892.45	$116,868.75	23	19
5	10/1/2020	10/31/2020	31	$468,464.76	$1,520,283.51	$52,051.64	$168,920.39	34	24
6	11/1/2020	11/30/2020	30	$206,112.42	$1,726,395.93	$22,901.38	$191,821.77	38	29
7	12/1/2020	12/31/2020	31	$311,530.68	$2,037,926.61	$34,614.52	$226,436.29	45	34
8	1/1/2021	1/31/2021	31	$169,934.92	$2,207,861.53	$18,881.66	$245,317.95	49	39
9	2/1/2021	2/28/2021	28	$206,865.00	$2,414,726.53	$22,985.00	$268,302.95	53	44
10	3/1/2021	3/31/2021	31	$214,908.30	$2,629,634.83	$23,878.70	$292,181.65	58	49
11	4/1/2021	4/30/2021	30	$109,026.67	$2,738,661.50	$12,114.07	$304,295.72	60	54
12	5/1/2021	5/31/2021	31	$51,380.93	$2,790,042.43	$5,708.99	$310,004.71	62	59
13	6/1/2021	6/30/2021	30	$132,931.80	$2,922,974.23	$14,770.20	$324,774.91	65	64
14	7/1/2021	7/31/2021	31	$187,562.29	$3,110,536.52	$20,840.26	$345,615.17	69	69
15	8/1/2021	8/31/2021	31	$298,473.57	$3,409,010.09	$33,163.73	$378,778.90	75	74
16	9/1/2021	9/30/2021	30	$443,259.14	$3,852,269.23	-$176,027.89	$202,751.01	81	79
17	10/1/2021	10/31/2021	31	$305,424.55	$4,157,693.78	$16,074.98	$218,825.99	87	84
18	11/1/2021	11/30/2021	30	$349,058.60	$4,506,752.38	$18,371.50	$237,197.49	94	89
19	12/1/2021	12/31/2021	31	$207,174.81	$4,713,927.19	$10,903.94	$248,101.43	99	95
20	1/1/2022	1/31/2022	7	$28,359.87	$4,742,287.06	$1,492.63	$249,594.06	99	96
21	2/1/2022	2/28/2022	0	$7,514.50	$4,749,801.56	$395.50	$249,989.56	99	96
22	3/1/2022	3/31/2022	0	$147,516.30	$4,897,317.86	-$150,044.30	$99,945.26	99	96

6/30/2022 Comments - Processing close-out documents with Contractor.

Change Order Number	Approved	Cost This CO	Total COs
01	10/6/2020	$22,353.00	$ 22,353.00

2E: Differing Site Conditions(unforeseeable). Miscellaneous difference in site conditions (unforeseeable). This Change Order makes various changes to the City of Austin (COA) water line layout on Perthshire Street and Broadmeade Avenue in the Braes Valley Zone. 4B: Third Party Accommodation. Third Party requested work. The cost of this change order is being paid for by the City of Austin and they have reviewed and approved this revision and additional cost.

Change Order Number	Approved	Cost This CO	Total COs
02	10/6/2020	$5,017.92	$ 27,370.92

3F: County Convenience. Additional work desired by the County. This Change Order modifies the grate elevation of an existing drop inlet and regrades the ditches to improve drainage at 9615 Moorberry Street. The drop inlet was installed in a previous Forest North drainage improvement project.

Change Order Number	Approved	Cost This CO	Total COs
3	1/12/2021	$ 27,841.45	$ 55,212.37

4B: Third Party Accommodation. Third party requested work. This Change Order adds a new item to pay the Contractor for additional potholing needed to locate City of Austin (COA) water lines and services in locations not called for in the plans and outside the normal bid item subsidiary potholing. This Change Order also adds a new item to pay the Contractor to remove and replace mailboxes that are in conflict with COA water line relocations. The City of Austin has agreed to pay the additional costs associated with these items.

Change Order Number	Approved	Cost This CO	Total COs
4	1/12/2021	$ 2,215.00	$ 57,427.37

2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable). This Change Order adds two new items to pay the Contractor to replace a driveway and pipe end treatments located at the intersection of Wisterwood and Broadmeade in the Braes Valley Zone that were impacted by the installation of the City of Austin 12" water line, per Change Order 1. The City of Austin has agreed to pay the additional cost associated with these items.

Change Order Number	Approved	Cost This CO	Total COs
5	1/12/2021	$ 5,117.00	$ 62,544.37

1A: Design Error or Omission. Incorrect PS&E. This Change Order adds two new items for wood fence gates that were not included in the original plans. Wood fence is shown to be removed and replaced but no items were established to replace wood fence gates encountered within the fence removal areas. 2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable). This Change Order also adds an item to compensate the Contractor for the cost to relocate a copper water service line on the private side of the water line service at 13013 Stillforest Street. The existing copper water service line is required to be moved because it is in conflict with proposed storm sewer installation. The County is paying the cost of this Change Order.

Change Order Number	Approved	Cost This CO	Total COs
6	3/16/2021	$ 25,200.00	$ 87,744.37

1A: Design Error or Omission. Incorrect PS&E. This Change Order adds an item to pay for 24" RCP 6:1 safety end treatments (SET's). Plan sheet 120 of 201 (SB7 of SB10) calls for the 24" RCP on Chester Forest Street to have 6:1 SET's but no pay items were created to pay for this item on the bid forms.

Change Order Number	Approved	Cost This CO	Total COs
7	10/5/2021	$ 30,341.85	$ 118,086.22

3F: Additional work desired by the County. County Convenience. This Change Order adds an item to compensate the contractor for a portion of the reconstruction cost of Queensland Drive. Queensland Drive required reconstruction due in part to the condition of the existing roadway and the impact of the Contractor's equipment entering and exiting their staging area adjacent to the roadway.

Change Order Number	Approved	Cost This CO	Total COs
8	10/5/2021	$ 9,733.37	$ 127,819.59

3F: Additional work desired by the County. County Convenience. This Change Order adds a new item to compensate the Contractor to mill and overlay Newberry Drive in lieu of patching the trenches for the waterline and storm sewer pipe ditchlines.

Change Order Number	Approved	Cost This CO	Total COs
9	1/19/2022	$ 182,754.00	$ 310,573.59

3F: Additional work desired by the County. County Convenience. This Change Order provides the interim balancing for the overrun of Contract quantities on the project paid for by Williamson County. The overruns were a result of addressing field conditions not accounted for in the original plans. Item 400-WC01 is being added to compensate the Contractor for repairs to the existing pavement adjacent to the pipe trench repairs.

Change Order Number	Approved	Cost This CO	Total COs
10	4/12/2022	$ 142,048.42	$ 452,622.01

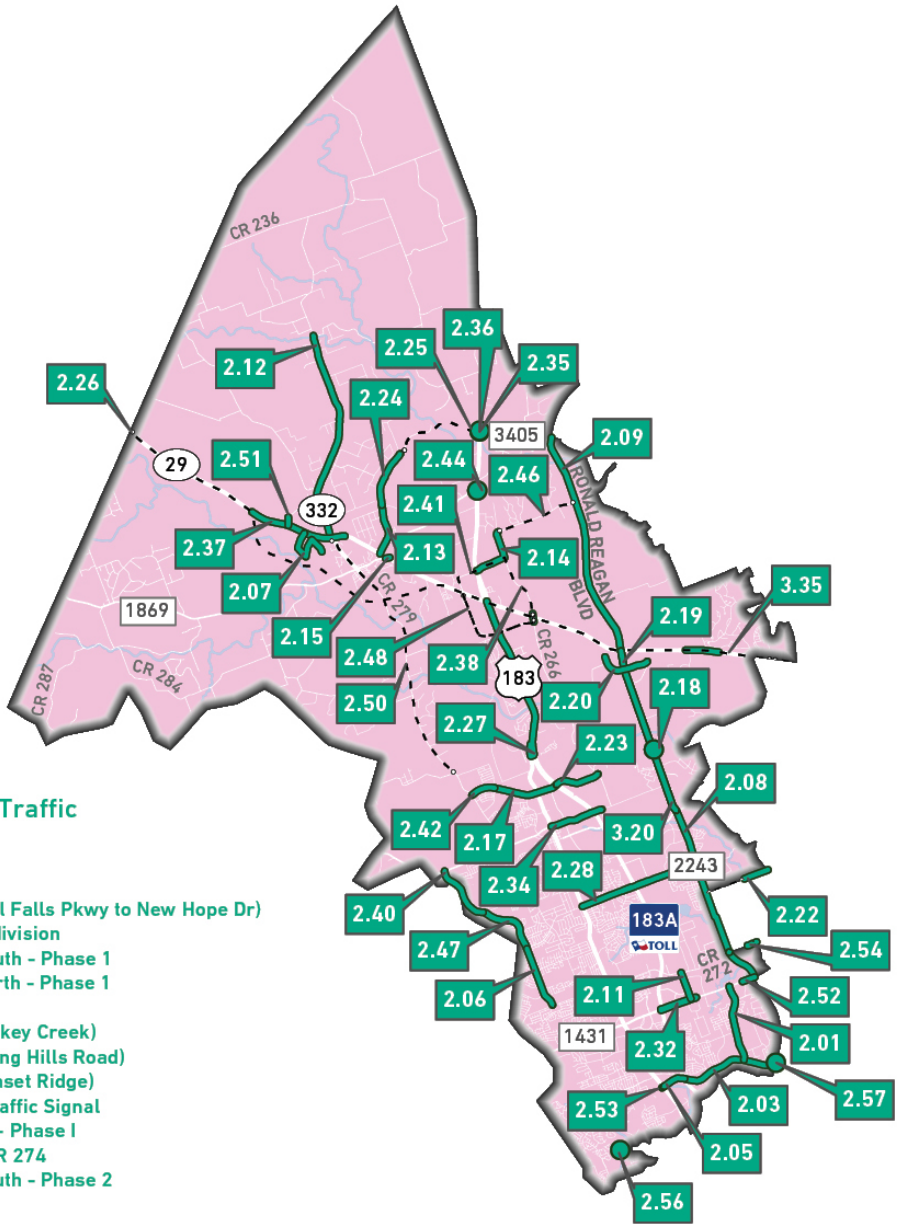
3F: Additional work desired by the County. County Convenience. This Change Order provides the balancing for the overrun and underrun of Contract quantities on the project paid for by the City of Austin. All changes were approved by the City prior to the work being performed.

Change Order Number	Approved	Cost This CO	Total COs
11	4/12/2022	$ (211,080.35)	$ 241,541.66

2E: Differing Site Conditions. This Change Order provides the balancing for the overrun and underrun of Contract quantities on the project paid for by Williamson County. The overruns and underruns were a result of addressing field conditions not accounted for in the original plans.

Adjusted Price = $5,034,599.81

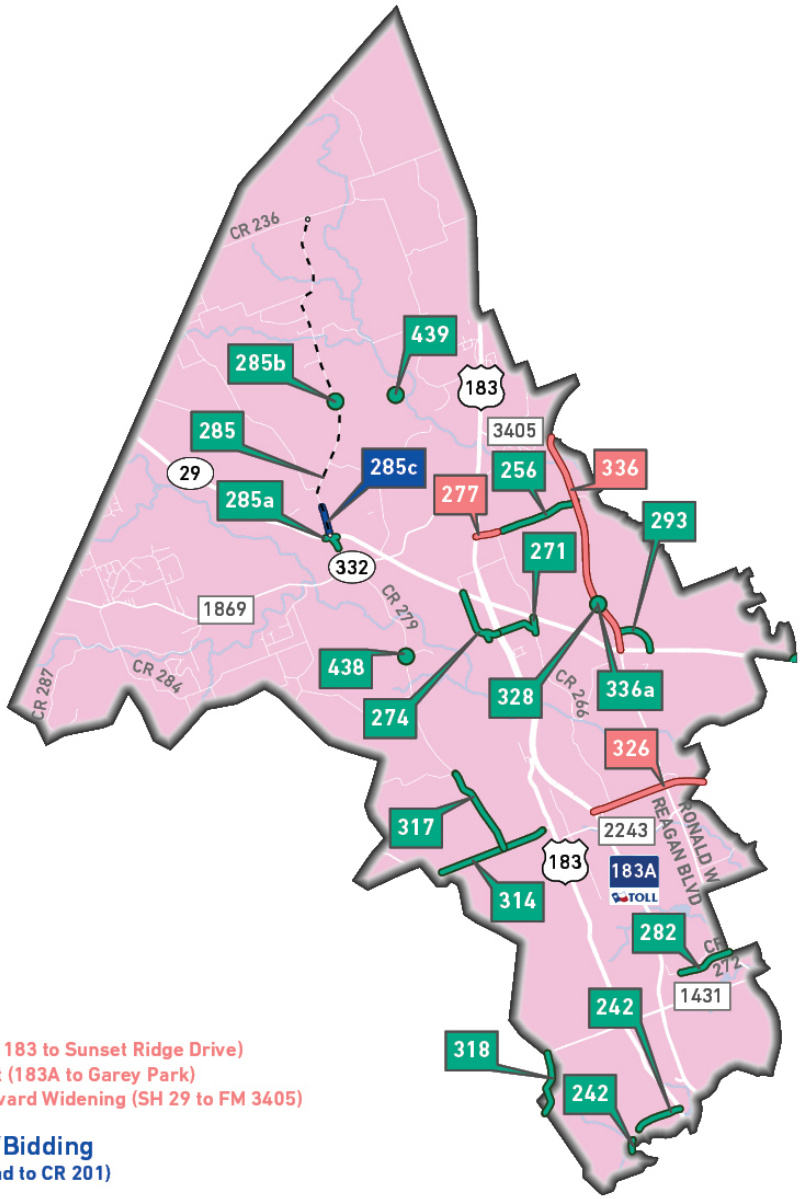
2000/2006 Road Bond Program Projects
Precinct 2 - Commissioner Long



Completed/Open to Traffic

2.01 Vista Ridge Blvd.
2.03 Brushy Creek Road
2.05 Cypress Creek Road
2.06 Lakeline Blvd. (Crystal Falls Pkwy to New Hope Dr)
2.07 River Bend Oaks Subdivision
2.08 Ronald W. Reagan South - Phase 1
2.09 Ronald W. Reagan North - Phase 1
2.11 CR 185
2.12 CR 200 (CR 201 to Lackey Creek)
2.13 CR 214 (SH 29 to Rolling Hills Road)
2.14 CR 258 (US 183 to Sunset Ridge)
2.15 SH 29 at FM 1869 - Traffic Signal
2.17 San Gabriel Parkway - Phase I
2.18 US 183 Widening at CR 274
2.19 Ronald W. Reagan South - Phase 2
2.20 Kauffman Loop
2.22 CR 179
2.23 San Gabriel Parkway - Phase 2
2.24 CR 214 - Phase 2A
2.25 CR 214 - Phase 2B Schematic
2.26 SH 29 Improvements Study and Schematic
2.27 US 183 (PTF)
2.28 CR 272 Overlay (1st)
2.32 RM 1431
2.34 Hero Way
2.35 US 183 at FM 3405 Traffic Signal
2.36 US 183 at FM 3405 Left Turn Lanes
2.37 SH 29 TWLTL in Liberty Hill
2.38 CR 260 / CR 266 at SH 29
2.40 Lakeline Blvd. Phase 2 (Old Quarry Rd. to Old 2243)
2.41 Seward Junction Improvements Study
2.42 San Gabriel Parkway West
2.44 US 183 at RM 1869
2.46 CR 258 (Sunset Ridge to Reagan Blvd) (Design)
2.47 Lakeline Blvd. Phase 3 (Crystal Falls Pkwy. to Old Quarry Rd.)
2.48 Seward Junction Schematic (SE and SW)
2.50 Bagdad Rd. North Phase 2 Schematic (CR 280 to SH 29)
2.51 CR 277
2.52 RM 1431 at Parmer / Reagan CFI
2.53 Cypress Creek Road at US 183
2.54 CR 272 Overlay
2.56 Cypress Creek Road at Lakeline
2.57 Brushy Creek Road at Parmer Lane
3.20 Ronald W. Reagan South - Phase 2
3.35 SH 29 at Park Place Dr. & Jack Nicklaus Blvd.

2013 ROAD BOND PROGRAM PROJECTS
Precinct 2 - Commissioner Long

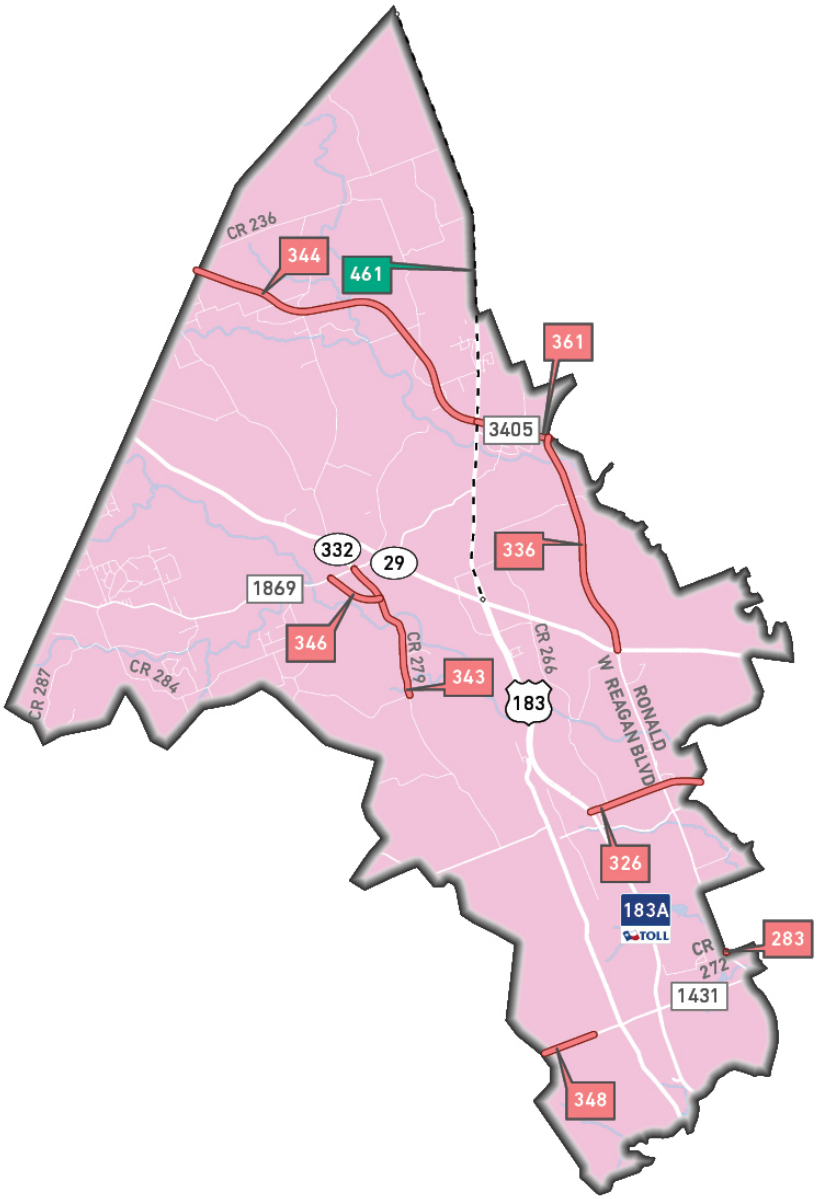


In Design
277 CR 258 Extension (US 183 to Sunset Ridge Drive)
326 RM 2243 Realignment (183A to Garey Park)
336 Ronald Reagan Boulevard Widening (SH 29 to FM 3405)

Under Construction/Bidding
285c CR 200 (CMTA Railroad to CR 201)

Completed/Open to Traffic
242 Little Elm Trail (Lakeline Boulevard to US 183)
256 CR 258 (Sunset Ridge to Reagan Boulevard)
271 Seward Junction Southeast (US 183 at CR 259 to SH 29 at CR 266)
274 Seward Junction Southwest (SH 29 at CR 213 to US 183 at CR 259)
282 New Hope Drive Phase 1 (Cottonwood Creek Trail to Ronald Reagan Boulevard)
285 CR 200 Study and Schematic (SH 29 to CR 236)
285a SH 29 Intersection at CR 200/Loop 332
285b CR 200 at Bold Sundown Left Turn Lane
293 Kauffman Loop Phase 1 - Two Lanes (northeast quadrant of Reagan at SH 29)
314 Old 2243/Hero Way West (Lakeline Boulevard to west of US 183)
317 Bagdad Road North (Collaborative Way to RM 2243)
318 Anderson Mill Road (Gaspar Bend to RM 1431)
328 Ronald Reagan at Santa Rita
336a Ronald Reagan Boulevard Widening & Temp Signals at Santa Rita Boulevard
438 Bagdad Road (CR 279) at CR 278 (River Ranch County Park Road)
439 San Gabriel Ranch Road Bridge at Lackey Creek

2019 ROAD BOND PROGRAM PROJECTS
Precinct 2 - Commissioner Long



In Design
283 New Hope Drive Extension Phase 2A (Ronald Reagan Boulevard to Sam Bass Road)
326 RM 2243 Realignment (US 183A to Garey Park)
336 Ronald Reagan Boulevard Widening (SH 29 to FM 3405)
343 Bagdad Road/CR 279 (Loop 332 to CR 281/Leander City Limits)
344 Corridor I2 (Burnet County Line to US 183)
346 Liberty Hill (SH 29) Bypass (RM 1869 to CR 279)
348 Whitestone Boulevard Widening (Bagdad Road to Anderson Mill Road)
361 Corridor I1 (FM 3405) (US 183 to Ronald Reagan Boulevard)

Completed/Open to Traffic
461 Corridor F/US 183 (Williamson/Burnet County Line to SH 29)

Seward Junction Improvements (SH 29 to CR 266 & CR 259 to SH 29)
Project No. 1812-282 Original Contract Price = $13,270,258.10

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
12/19/2018	3/5/2019	4/22/2019	5/2/2019	3/15/2021			600	84	684

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	5/2/2019	6/30/2019	60	$1,138,506.71	$1,138,506.71	$126,500.75	$126,500.75	10	9
2	7/1/2019	7/31/2019	31	$900,193.70	$2,038,700.41	$100,021.52	$226,522.27	18	13
3	8/1/2019	8/31/2019	31	$500,440.00	$2,539,140.41	$55,604.44	$282,126.71	22	18
4	9/1/2019	9/30/2019	30	$781,187.35	$3,320,327.76	$86,798.60	$368,925.31	29	22
5	10/1/2019	10/31/2019	31	$629,436.02	$3,949,763.78	$69,937.33	$438,862.64	34	27
6	11/1/2019	11/30/2019	30	$278,357.53	$4,228,121.31	$30,928.62	$469,791.26	37	31
7	12/1/2019	12/31/2019	31	$499,295.12	$4,727,416.43	$55,477.23	$525,268.49	41	36
8	1/1/2020	1/31/2020	31	$507,587.04	$5,235,003.47	$56,398.56	$581,667.05	45	40
9	2/1/2020	2/29/2020	29	$495,830.37	$5,730,833.84	$55,092.26	$636,759.31	50	44
10	3/1/2020	3/31/2020	31	$1,495,940.26	$7,226,774.10	-$256,402.78	$380,356.53	59	49
11	4/1/2020	4/30/2020	30	$925,168.98	$8,151,943.08	$48,693.11	$429,049.64	67	53
12	5/1/2020	5/31/2020	31	$751,064.06	$8,903,007.14	$39,529.68	$468,579.32	73	58
13	6/1/2020	6/30/2020	30	$728,210.17	$9,631,217.31	$38,326.85	$506,906.17	79	62
14	7/1/2020	7/31/2020	31	$418,630.14	$10,049,847.45	$22,033.17	$528,939.34	82	67
15	8/1/2020	8/31/2020	31	$266,456.21	$10,316,303.66	$14,024.01	$542,963.35	85	71
16	9/1/2020	9/30/2020	30	$216,227.68	$10,532,531.34	$11,380.40	$554,343.75	86	76
17	10/1/2020	10/31/2020	31	$121,663.91	$10,654,195.25	$6,403.38	$560,747.13	87	80
18	11/1/2020	11/30/2020	30	$386,714.53	$11,040,909.78	$20,353.38	$581,100.51	91	85
19	12/1/2020	12/31/2020	31	$188,106.89	$11,229,016.67	$9,900.37	$591,000.88	92	89
20	1/1/2021	1/31/2021	31	$110,227.19	$11,339,243.86	$5,801.43	$596,802.31	93	94
21	2/1/2021	2/28/2021	28	$371,751.27	$11,710,995.13	$19,565.85	$616,368.16	96	98
22	3/1/2021	3/31/2021	15	$167,168.32	$11,878,163.45	$8,798.34	$625,166.50	97	100
23	4/1/2021	4/30/2021	0	$488,109.50	$12,366,272.95	-$372,793.58	$252,372.92	98	100
24	5/1/2021	5/31/2021	0	$3,507.27	$12,369,780.22	$71.57	$252,444.49	98	100
25	6/1/2021	6/30/1931	0	$7,239.36	$12,377,019.58	$147.75	$252,592.24	98	100
26	7/1/2021	8/31/2021	0	$16,577.12	$12,393,596.70	$338.30	$252,930.54	98	100
27	9/1/2021	12/31/2021	0	$67,554.57	$12,461,151.27	$1,378.67	$254,309.21	99	100

6/30/2022 Comments - Contractor to reseed before processing Certificate of Completion.

Change Order Number	Approved	Cost This CO	Total COs
01	2/28/2020	$112,306.36	$ 112,306.36

1A: Design Error or Omission. Incorrect PS&E. This change order revises items and quantities that were entered incorrectly or omitted in the bid tab for Seward Junction SW, Seward Junction SE and PEC Pond.

Change Order Number	Approved	Cost This CO	Total COs
02	6/16/2020	$9,946.75	$ 122,253.11

1A: Design Error or Omission. Incorrect PS&E. This Change Order adds a pay item to adjust existing manholes located within the ROW to match finish grade. The manholes are on the existing LCRA line that runs through the project. The manholes were shown in the plans but a bid item to cover the cost of the adjustments to these manholes were not included in the original plans.

Change Order Number	Approved	Cost This CO	Total COs
03	7/21/2020	$3,372.67	$ 125,625.78

2G: Differing Site Conditions (Unforeseeable). Unadjusted utility (unforeseeable). This Change Order compensates the Contractor for additional work to lower an existing wastewater line that is in conflict with the proposed driveway culvert located on CR 266 approximately 500 feet south of the SH 29 intersection on the east side of the roadway. The location of the line was not identified in the plans and the Contractor damaged the line while excavating for the driveway culvert. This work is located in the Seward Junction Southeast portion of the project.

Change Order Number	Approved	Cost This CO	Total COs
04	8/4/2020	$17,647.04	$ 143,272.82

2J: Differing Site Conditions (unforeseeable). Other. This Change Order adds Work Zone Pavement Mark Removeable pay items to the contract. The plans included Work Zone Pavement Mark Non-Removeable items that worked with the asphalt pavement section. Since the roadway is concrete paving, Work Zone Pavement Mark Removeable items needed to be added for the different phases and traffic switches called for in the plans. This applies to the Seward Junction Southeast portion of the project.

Change Order Number	Approved	Cost This CO	Total COs
05	8/4/2020	$272,222.65	$ 415,495.47

2G: Differing Site Conditions (Unforeseeable). Unadjusted utility (unforeseeable). This Change Order compensates the Contractor for additional work to install a new 6" and a new 8" wastewater line, a new 6" water line, and remove an existing wastewater vault that has been abandoned. The installation of the new underground utilities are necessary because the existing lines are in conflict with the proposed construction at the intersection of SH 29 and Seward Junction Southwest. The utilities belong to the City of Liberty Hill.

Change Order Number	Approved	Cost This CO	Total COs
06	10/6/2020	$681.04	$ 416,176.51

2C: Differing Site Conditions (unforeseeable) New development (conditions changing after PS&E completed). This Change Order adds the latest Guardrail End Treatment (MSKT) standard to the contract. 2E: Differing Site Conditions. Miscellaneous difference in site conditions (unforeseeable)(Item 9). This Change Order adds work to extend a storm sewer pipe, revises the slope on some SET's from 4:1 to 3:1 (RFI 28), due to a change in the PGL of the roadway. A pipe underdrain system was added to the contract to address groundwater encountered during construction of the roadway (RFI #29). Construction Exit items that were not used on the project were deleted from the contract. This Change Order is for work in the Southeast portion of the project.

Change Order Number	Approved	Cost This CO	Total COs
07	2/2/2021	$194,882.66	$ 611,059.17

3F: County Convenience. Additional work desired by the County. This Change Order adds the reconstruction of a 500' portion of CR 260 from SH 29 to Terra del sol Parkway to the contract at the request of Williamson County.

Change Order Number	Approved	Cost This CO	Total COs
08	5/4/2021	$91,592.30	$ 702,651.47

Revisions and balancing of asphalt items.

Change Order Number	Approved	Cost This CO	Total COs
09	5/18/2021	($11,573.93)	$ 691,077.54

Revisions and balancing of striping items.

Change Order Number	Approved	Cost This CO	Total COs
10	8/17/2021	$43,291.29	$ 734,368.83

2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable). This Change Order provides the final balancing for the overrun/underrun of Contract quantities for the small signs on the project as a result of addressing field conditions not accounted for in the original plans. 2I. Additional safety needs (unforeseeable): Small signs have been added to the project to provide additional safety measures.

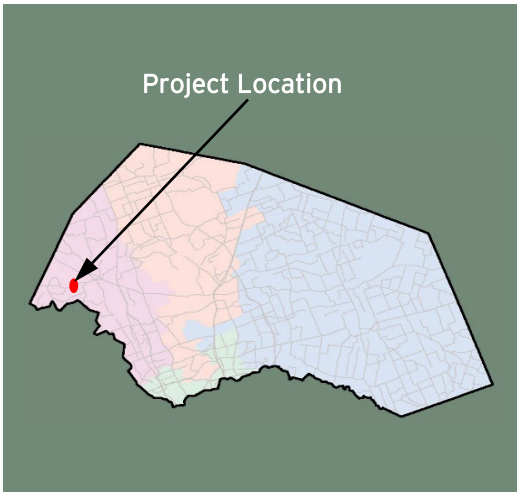
Change Order Number	Approved	Cost This CO	Total COs
11	12/15/2021	$68,933.28	$ 803,302.11

2G. Differing Site Conditions. Unadjusted utility (unforeseeable): This Change Order compensates the Contractor for the cost of overhead for the 24 days added to the contract time for the relocation of Liberty Hill water lines along SH 29. The cost of the work was added in Change Order 5 and the time was added in Change Order 10. The time impact of the additional work was not known at the time the cost of the work was negotiated.

Change Order Number	Approved	Cost This CO	Total COs
12	2/1/2022	-1,234,080.84	-430,778.73

2E: Differing Site Condition (Unforeseeable). Miscellaneous difference in site condition (unforseeable).

Adjusted Price = $12,839,479.37



CR 200 Reconstruction
(North of SH 29 to South of CR 201)

Project Length: 0.947 Miles
Roadway Classification: Rural Collector

Project Schedule: November 2021 - September 2022
Estimated Construction Cost: $5.0 Million

JUNE 2022 IN REVIEW

6/3/2022: Smith Contracting excavated the old CR 200 roadway and rough-cut subgrade on the west half of the ROW in front of Liberty Hill City Park. The contractor formed and poured the west headwall footing for Culvert 1. Subcontractor CDL bored and installed electrical conduit across CR 200.

6/10/2022: Smith Contracting continued locating the existing underground utilities for conflicts with the proposed storm sewer lines. Smith installed three driveway culvert pipes in front of the Liberty Hill City Park. Smith formed and poured the west headwalls for Culvert 1.

6/17/2022: Smith Contracting lime treated the subgrade on the proposed southbound lanes and continued excavating the ditch just north of the railroad tracks to the north end of Liberty Hill City Park. Smith placed concrete for the driveway and the safety end treatments at the driveway culvert pipe at the south entrance to the Park.

6/24/2022: Smith Contracting finished lime treating the subgrade on the proposed southbound lanes and continued excavating the ditch just north of the railroad tracks to the north end of the Liberty Hill City Park. Smith poured the middle concrete driveway to the Park and concrete riprap around a drain inlet.

Design Engineer: Jones & Carter
Contractor: M.A. Smith Contracting
Construction Observation:
Bruce Thurin, HNTB

Williamson County
Road Bond Program

HNTB

CR 200 Reconstruction
Project No. T5023

Original Contract Price = $4,975,515.09

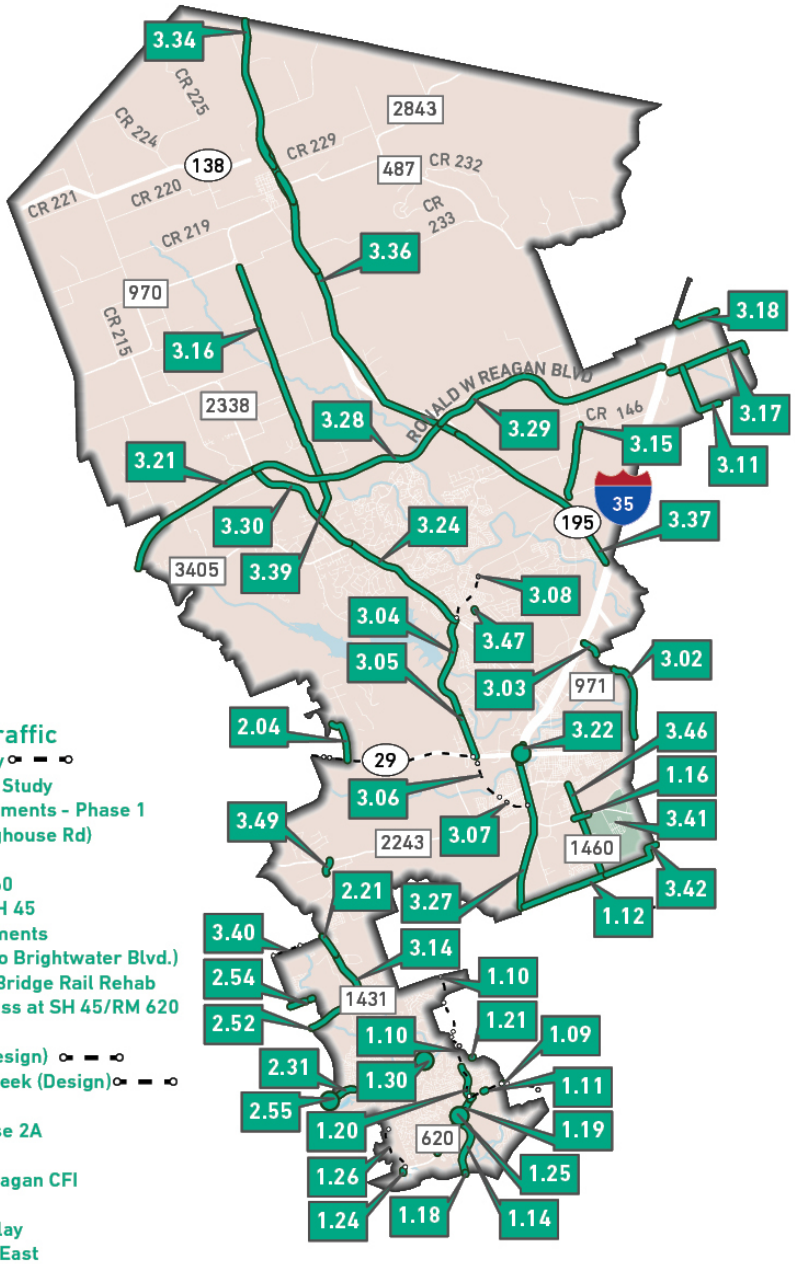
Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
9/8/2021	9/30/2021	11/15/2021	11/25/2021				308		308

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	11/15/2021	12/3/2021	19	$322,884.45	$322,884.45	$35,876.05	$35,876.05	7	6
2	12/4/2021	12/31/2021	28	$243,429.75	$566,314.20	$27,047.75	$62,923.80	13	15
3	1/1/2022	1/28/2022	28	$322,421.76	$888,735.96	$35,824.64	$98,748.44	20	24
4	1/29/2022	2/28/2022	31	$522,074.39	$1,410,810.35	$58,008.27	$156,756.71	32	34
5	3/1/2022	3/28/2022	28	$360,789.80	$1,771,600.15	$40,087.75	$196,844.46	40	44
6	3/29/2022	4/29/2022	32	$353,052.72	$2,124,652.87	$39,228.08	$236,072.54	47	54
7	4/30/2022	5/27/2022	28	$352,739.26	$352,739.26	$39,193.25	$275,265.79	55	63

6/30/2022 Comments - Phase 1 (northbound) near completion. Construction of western half (southbound) side of roadway has begun.

Adjusted Price = $4,975,515.09

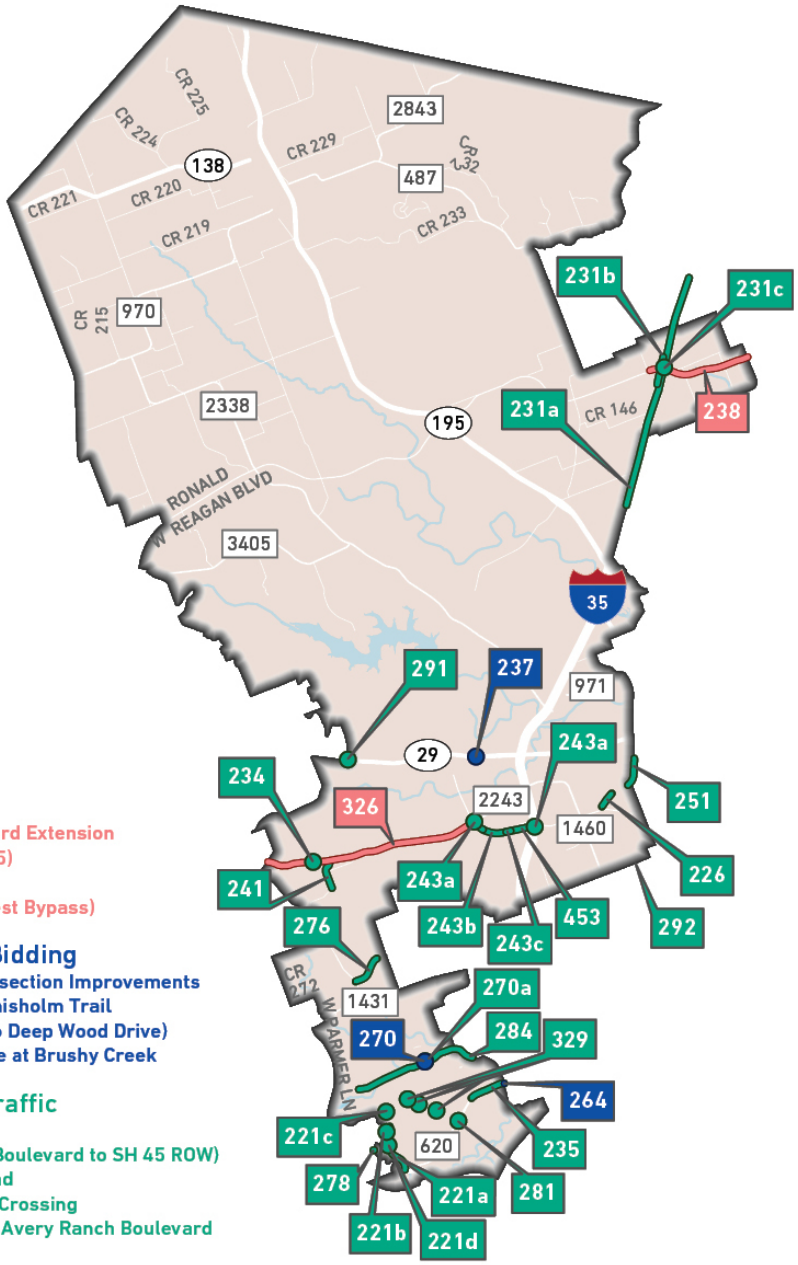
2000/2006 Road Bond Program Projects
Precinct 3 - Commissioner Covey



Completed/Open to Traffic

1.09 RM 620 Feasibility Study
1.10 Wyoming Springs North Study
1.11 RM 620 Interim Improvements - Phase 1
1.12 CR 111/CR 105 (Westinghouse Rd)
1.14 O'Connor Extension
1.16 SE Inner Loop at FM 1460
1.18 O'Connor Overpass at SH 45
1.19 RM 620 Safety Improvements
1.20 Wyoming Springs (620 to Brightwater Blvd.)
1.21 CR 174 (Hairy Man Rd.) Bridge Rail Rehab
1.24 Pearson Ranch Underpass at SH 45/RM 620
1.25 King of Kings Crossing
1.26 Pearson Ranch Road (Design)
1.30 Great Oaks at Brushy Creek (Design)
2.04 Cedar Hollow at SH 29
2.21 CR 175 Extension - Phase 2A
2.31 Brushy Creek Road
2.52 RM 1431 at Parmer / Reagan CFI
2.54 CR 272 Overlay
2.55 Brushy Creek East Overlay
3.02 Georgetown Inner Loop East
3.03 Georgetown Inner Loop East Extension
3.04 Georgetown Inner Loop - Project 1
3.05 Georgetown Inner Loop - Project 2
3.06 Georgetown Inner Loop - Project 3 Study
3.07 Georgetown Inner Loop - Project 4 Study
3.08 Georgetown Inner Loop - Project 5 Study
3.11 CR 145
3.14 CR 175
3.15 CR 234
3.16 CR 245
3.17 CR 311
3.18 CR 314
3.21 Ronald W. Reagan North - Phase 2
3.22 IH 35 at SH 29 Turnarounds (PTF)
3.24 Williams Drive (RM 2338)
3.27 IH 35 Northbound Frontage Rd. and Ramps
3.28 Ronald W. Reagan North - Phase 3
3.29 Ronald W. Reagan North - Phase 4
3.30 RM 2338 (PTF)
3.34 SH 195 Project 1
3.36 SH 195 Project 2
3.37 SH 195 Project 3
3.39 CR 245 Realignment
3.40 CR 179
3.41 CR 110 / Arterial A Study (design)
3.42 CR 111 / CR 105 Westinghouse Rd. (FM 1460 to SH 130) (Design)
3.46 FM 1460 North
3.47 Madrid Drive Extension
3.49 CR 176 At RM 2243 - Intersection/Safety Improvements

2013 ROAD BOND PROGRAM PROJECTS
Precinct 3 - Commissioner Covey

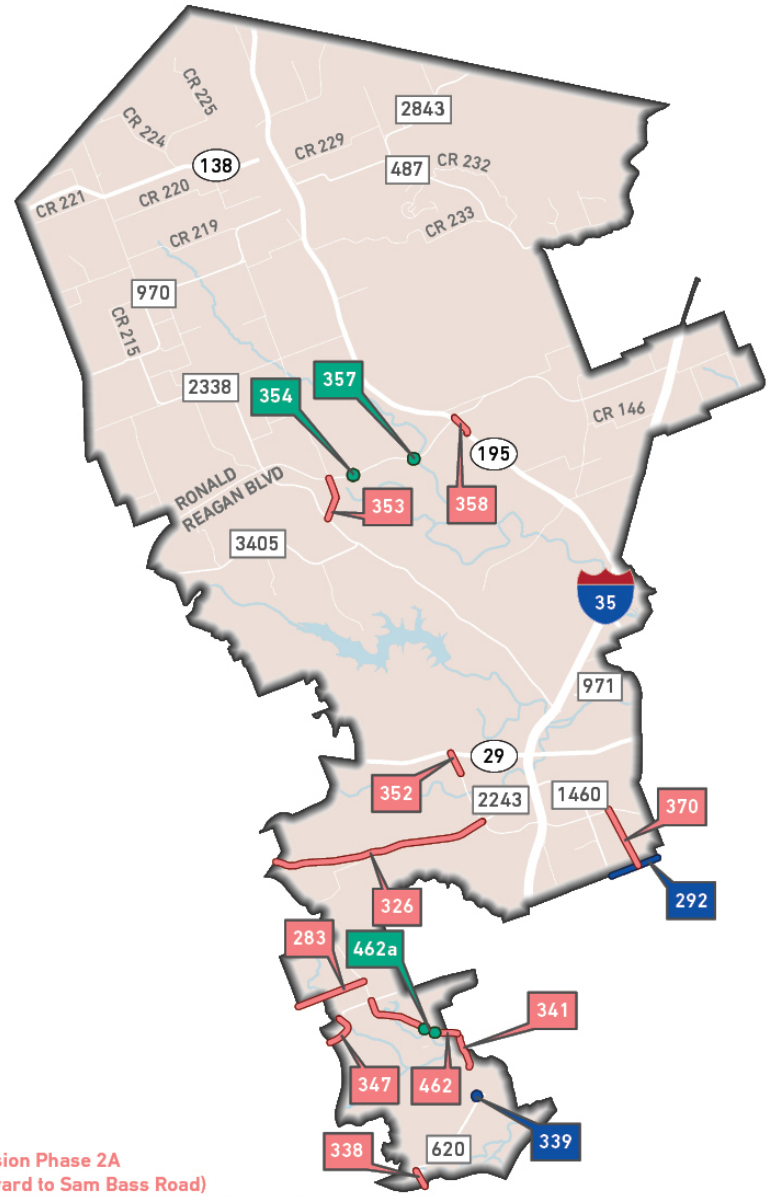


In Design
238 Ronald Reagan Boulevard Extension Planning (IH 35 to SH 95)
326 RM 2243 Realignment (Garey Park to Southwest Bypass)

Under Construction/Bidding
237 SH 29 at DB Wood Intersection Improvements
264 RM 620 at Railroad / Chisholm Trail (IH 35 Frontage Road to Deep Wood Drive)
270 Great Oaks Drive Bridge at Brushy Creek

Completed/Open to Traffic
221a Pearson Ranch Road (South of Avery Ranch Boulevard to SH 45 ROW)
221b Pearson Ranch Road and Iveans Way Pedestrian Crossing
221c Pearson Ranch Road at Avery Ranch Boulevard Traffic Signal
221d Neenah Avenue and Pearson Ranch Road Traffic Signal
226 Inner Loop Safety Improvements (LTL at Wilco Way)
231a IH 35 Ramp Reversal and Frontage Road Conversion (FM 972 to CR 312)
231b Relocation of 48" Williamson County Regional Raw Waterline - Line B
231c Ronald Reagan Boulevard at IH 35 Bridge Replacement
234 RM 2243 at Escalera Parkway (Intersection Improvements)
235 RM 620 Phase 2 (Wyoming Springs to Deep Wood Drive)
241 CR 176 at RM 2243 Intersection (Safety Improvements)
243a Southwest Bypass Driveways
243b Southwest Bypass Access Route
243c Southwest Bypass Segment 2 (Southbound IH 35 to RM 2243)
251 Inner Loop Safety Improvements (LTL at Central Maintenance Facility)
270a Great Oaks Drive Waterline Relocations
276 Arterial H Extension Phase 1 (CR 175 to Massey Way)
278 Neenah Avenue Widening (Olive Hill Drive to 0.5 miles east of Olive Hill Drive)
281 O'Connor Drive North of RM 620 Traffic Study and Safety Improvements
284 Hairy Man Road/Brushy Creek Road Safety Improvements (Brushy Bend to Sam Bass Road)
291 SH 29 at Cedar Hollow (Intersection Improvements)
292 Westinghouse Road / CR 111 / CR 105 (FM 1460 to SH 130)
329 O'Connor Drive Traffic Signals (Morgan Hill, Great Oaks and Liberty Walk Intersections)
453 Southwest Bypass Segment 1 (Southbound IH 35 to 0.5 miles west)

2019 ROAD BOND PROGRAM PROJECTS
Precinct 3 - Commissioner Covey



In Design
283 New Hope Drive Extension Phase 2A (Ronald Reagan Boulevard to Sam Bass Road)
326 RM 2243 Realignment (Garey Park to Southwest Bypass)
338 RM 620/SH 45 intersection to McNeil Road
341 Wyoming Springs Extension (Brightwater Boulevard/Creek Bend to Sam Bass Road)
347 Toro Grande Boulevard Extension (Whitestone Boulevard to Parmer Lane)
352 Southwest Bypass Extension (SH 29 to Wolf Ranch Parkway)
353 CR 245 (North of RM 2338 to Ronald Reagan Boulevard)
358 SH 195 at Ronald Reagan Boulevard
370 MoKan (Georgetown Inner Loop to University Boulevard)
462 Corridor H/Sam Bass Road (RM 1431 to Wyoming Springs Drive)

Under Construction/Bidding
292 CR111/CR105 Westinghouse (FM 1460 to SH 130)
339 Wyoming Springs Intersection Improvements (At Smyers Lane)

Completed/Open to Traffic
354 Ronald Reagan at Silver Spur Boulevard
357 Ronald Reagan at Sun City Boulevard
462a Corridor H/Sam Bass Road Interim Traffic Signals (Walsh Ranch Boulevard and Great Oaks Drive Intersections)

Ronald Reagan at Silver Spur / Ronald Reagan at Sun City Intersections (Intersection Improvementst)
Project No. T1873 Original Contract Price = $875,350.00

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
10/6/2020	10/13/2020	11/24/2020	12/8/2020	6/11/2021	1/12/2022		142	44	186

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	12/8/2020	12/30/2020	23	$107,172.03	$107,172.03	$11,908.00	$11,908.00	14	12
2	12/31/2020	1/31/2021	32	$56,797.20	$163,969.23	$6,310.80	$18,218.80	22	30
3	2/1/2021	3/31/2021	59	$64,033.20	$228,002.43	$7,114.80	$25,333.60	30	61
4	4/1/2021	5/31/2021	61	$420,254.52	$648,256.95	$46,694.95	$72,028.55	85	94
5	5/31/2021	6/25/2021	11	$111,305.55	$759,562.50	-$32,051.58	$39,976.97	95	100
6	6/26/2021	8/10/2021	0	$64,572.29	$824,134.79	-$23,157.89	$16,819.08	99	100

6/30/2022 Comments - Certificate of Acceptance will be issued once final documentation is received.

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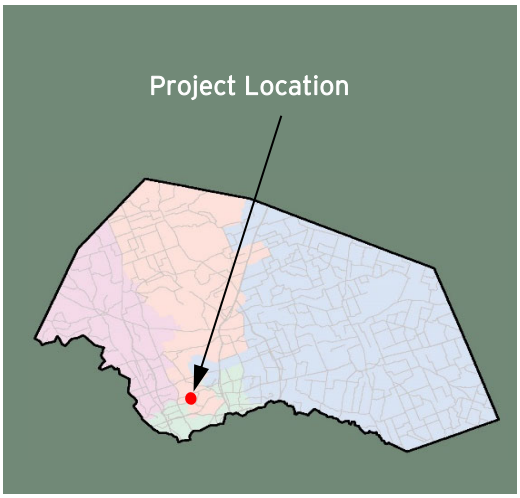
Change Order Number	Approved	Cost This CO	Total COs
01	11/9/2021	-$29,746.06	$ (29,746.06)

2E: Differing Site Conditions(unforeseeable). This Change Order provides the final balancing for the overrun/underrun of Contract quantities on the project as a result of addressing field conditions not accounted for in the original plans. 2C: Differing Site Conditions. This Change Order adds new items to the contract to pay the Contractor for additional work. The added work includes, removing and replacing an existing flashing beacon assembly, milling and overlaying Silver Spur to maintain the existing profile and placing block sod in the center median of Silver Spur.

Adjusted Price = $845,603.94



Great Oaks Drive Bridge at Brushy Creek
(Along Great Oaks Drive from Brightwater Blvd to Oak Ridge Drive)

Project Length: 0.191 Miles
Roadway Classification: Major Collector

Project Schedule: September 2021 - Spring 2023
Estimated Construction Cost: $10.6 Million

JUNE 2022 IN REVIEW

6/3/2022: DeNucci Constructors formed and poured the east section of the footing Wall 1A. The contractor processed and placed the cement moisture barrier for a section of Wall 4. Subcontractor Greater Austin set bridge deck panels on spans 1-3.

6/10/2022: DeNucci installed forms for the retaining Wall 4R leveling pad. Subcontractor Greater Austin installed bridge overhangs and set bridge deck slab forms on the east side of the Great Oaks Bridge.

6/17/2022: DeNucci began setting MSE panels at Walls 4L, 4C and 4R. The contractor processed and placed the cement moisture barrier for the remaining portion of Wall 4C. Subcontractor Greater Austin placed the bridge deck steel on spans 3-5 of the Great Oaks Bridge.

6/24/2022: DeNucci began forming up the east end of retaining Wall 1A. The contractor also began installing the traffic signal conduit at various locations. Subcontractor Greater Austin continued preparing for the bridge deck pour on spans 3-5 and began setting deck steel on spans 1 & 2 of the proposed Great Oaks Bridge.

Design Engineer: P.E. Structural
Contractor: DeNucci Constructors
Construction Observation:
Tracy Cooper, HNTB

Williamson County
Road Bond Program

HNTB

Great Oaks Drive Improvements at Brushy Creek
Project No. T4327

Original Contract Price = $10,580,634.11

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
6/30/2021	8/3/2021	9/3/2021	9/13/2021				585		585

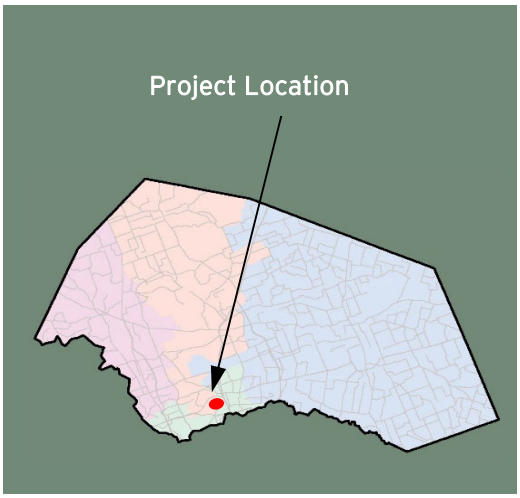
Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	9/13/2021	9/30/2021	18	$299,881.08	$299,881.08	$33,320.12	$33,320.12	3	3
2	10/1/2021	10/31/2021	31	$305,937.90	$605,818.98	$33,993.10	$67,313.22	6	8
3	11/1/2021	11/30/2021	30	$353,916.66	$959,735.64	$39,324.07	$106,637.29	10	14
4	12/1/2021	12/31/2021	31	$323,378.73	$1,283,114.37	$35,930.97	$142,568.26	13	19
5	1/1/2022	1/31/2022	31	$388,799.66	$1,671,914.03	$43,199.97	$185,768.23	18	24
6	2/1/2022	2/28/2022	28	$496,378.98	$2,168,293.01	$55,153.22	$240,921.45	23	29
7	3/1/2022	3/31/2022	31	$243,581.01	$2,411,874.02	$27,064.55	$267,986.00	25	34
8	4/1/2022	4/30/2022	30	$232,084.08	$232,084.08	$25,787.13	$293,773.13	28	39
9	5/1/2022	5/31/2022	31	$754,642.60	$754,642.60	$83,849.18	$377,622.31	36	45
10	6/1/2022	6/30/2022	30	$340,143.79	$340,143.79	$37,793.75	$415,416.06	39	50

6/30/2022 Comments - Bridge construction continues with Great Oaks Bridge beams set and deck work has begun.

Change Order Number	Approved	Cost This CO	Total COs
01	3/29/2022	29,487.96	29,487.96

4B: Third Party Accommodation. Third Party Requested Work, 2E: Differing Site Condition. Miscellaneous difference in site conditions (unforeseeable), 6C: Untimely ROW/Utilities. Utilities not clear. This Change Order adds items to pay the Contractor to pour a concrete cap over an existing City of Round Rock (CORR) wastewater manhole at Bent, excavate to find an existing CORR wastewater line trench, and for standby costs due to a conflict with existing ATT line at Culvert C.

Adjusted Price = $10,610,122.07



CR 111 Westinghouse Road
(FM 1460 to SH 130 and CR 110 North to CR 111)

Project Length: 4.633 Miles
Roadway Classification: Rural Collector

Project Schedule: Janaury 2022 - Late 2023
Estimated Construction Cost: $21 Million

JUNE 2022 IN REVIEW

6/3/2022: Capital Excavation continued to install concrete drainage pipe for proposed roadway and driveways and curb inlets from Culvert 4 to the west toward FM 1460. Subcontractors for Oncor continue to install and activate power lines throughout the project.

6/10/2022: Capital Excavation continued to install concrete drainage pipe for proposed roadway and driveways. The contractor continued installing the 6-inch water line in front of the Gateway School. Subcontractors for Oncor (Bobcat Electrical) continued to install and activate power lines throughout the project.

6/17/2022: Capital Excavation trenched and installed the City of Georgetown sewer line west of the Gateway driveway. Subcontractor for Oncor (Bobcat Electrical) continued installation and activation of the new power lines throughout the project.

6/24/2022: Capital Excavation continued continued installing the water line in front of the Gateway School. The contractor installed the City of Georgetown sewer line with manholes west of the Gateway School driveway. Subcontractors for Suddenlink began installing communication lines at Bell Gin Road.

Design Engineer: Steger Bizzell
Contractor: Capital Excavation
Construction Observation:
Chuck Evans, HNTB

Williamson County
Road Bond Program

HNTB

CR 111 Westinghouse Road
Project No. 22IFB39

Original Contract Price = $21,024,332.88

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate	Total Bid Days	Days Added	Total Days
12/15/2021	1/11/2022	1/20/2022	1/30/2022			700		700

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	2/1/2022	2/28/2022	28	$142,149.86	$142,149.86	$15,794.43	$15,794.43	1	4
2	3/1/2022	3/31/2022	31	$1,624,724.26	$1,766,874.12	$180,524.92	$196,319.35	9	8
3	4/1/2022	4/30/2022	30	$1,286,121.32	$3,052,995.44	$142,902.37	$339,221.72	16	13
4	5/1/2022	5/31/2022	31	$1,110,146.80	$4,163,142.24	$123,349.64	$462,571.36	21	17

6/30/2022 Comments - Roadway and utility relocation activities continue along CR 111.

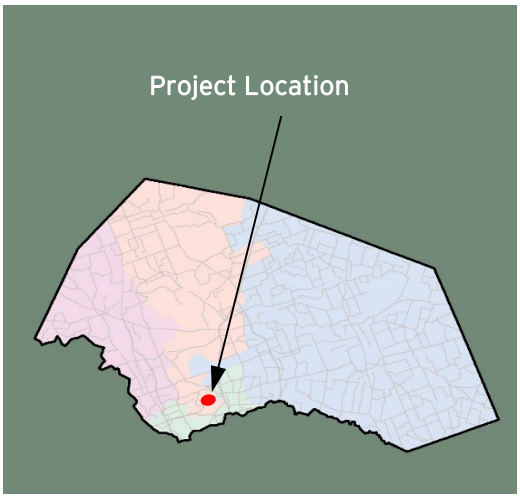
Change Order Number	Approved	Cost This CO	Total COs
01	5/3/2022	$233,364.00	$ 233,364.00

2 Differing in site conditions. (Unforeseeable) 2E. Miscellaneous difference in site conditions (unforeseeable) (item 9): This change order compensates the Contractor for over-excavating unsuitable material and importing embankment material from offsite that meets the requirements in the specifications. With the limited areas on the project to find suitable material it was agreed to import the required material. A Force Account item has been created to cover half of the cost of the imported material and half of the trucking. This amount is to cover this area and any other areas that may be encountered on site.

Change Order Number	Approved	Cost This CO	Total COs
02	5/3/2022	$7,553.84	$ 240,917.84

1B. Design Error or Omission. Other: This change order compensates the Contractor for upsize changes in 6 inlet and 1 junction box to accomidate pipe size design. The revisions affected estimate page 15, summary page 18, storm drainage pages; 149 for Inlet C-5 and C-6, page 150 for Inlets E-4 and E-5, page 151 for Inlet F-6, page 153 for Inlet I-6 and page 154 for Junction Box K.

Adjusted Price = $21,265,250.72



Wyoming Springs Intersection
(Wyoming Springs at Smyers Lane)

Project Length: 0.053 Miles
Roadway Classification: Drainage Improvements

Project Schedule: April 2022 - Summer 2022
Estimated Construction Cost: $0.35 Million

JUNE 2022 IN REVIEW

6/3/2022: Smith Contracting set perimeter barricades, closed the southbound left lane of Wyoming Springs from Park Valley Road to Smyers Lane and installed low profile concrete traffic barrier. The contractor removed the trees in the center median and excavated for the proposed left turn lane widening.

6/10/2022: Smith Contracting completed excavation for the proposed left turn lane widening. Smith lowered the two City of Round Rock wastewater manholes and relocated the vent. Subcontractor Bennett Paving paved the Type B asphalt for the left turn lane.

6/17/2022: Smith Contracting completed the curb and gutter along the inside median of the southbound Wyoming Springs left turn lane at Smyers Lane.

6/24/2022: Smith Contracting installed the vegetative barrier, landscape rock, and grass sod in the inside median of the southbound Wyoming Springs left turn lane at Smyers Lane. Subcontractor Bennett Paving paved the remaining Type B asphalt and the final Type D asphalt in the southbound Wyoming Springs left turn lane at Smyers Lane.

Design Engineer: HNTB
Contractor: Smith Contracting
Construction Observation:
Tracy Cooper, HNTB

Williamson County
Road Bond Program

HNTB

Project Name: Wyoming Springs at Smyers Lane
Project No. 22IFB68

Original Contract Price = $355,892.50

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
3/9/2022	3/22/2022	5/21/2022	5/31/2022				45		45

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1			1		$0.00		$0.00	0	2

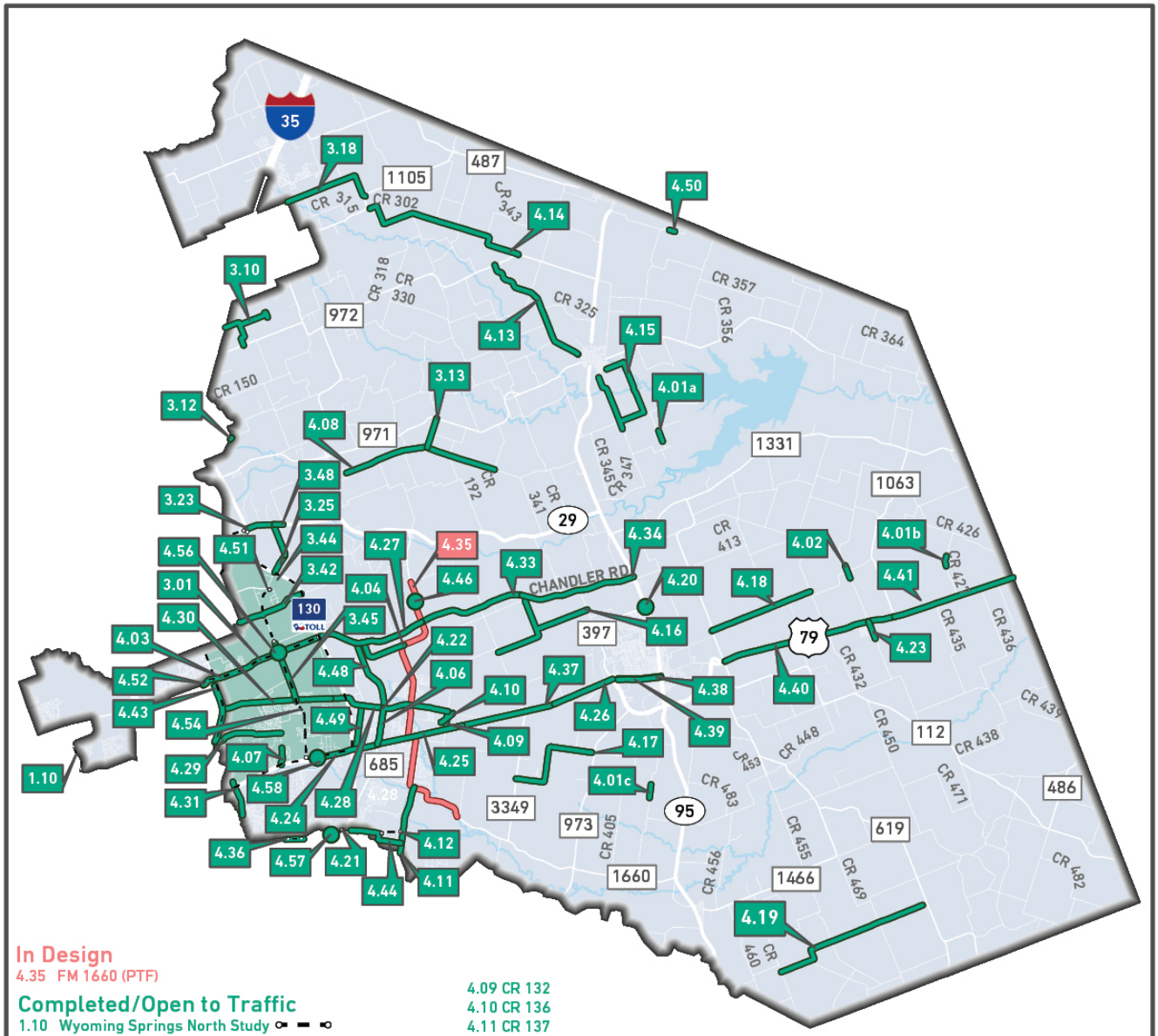
6/30/2022 Comments - Work began on 5/31/22.

Change Order Number	Approved	Cost This CO	Total COs
01	5/5/2022	0.00	0.00

3M. County Convenience: 3I. Other: This Change Order revises the Force Account bid item from “Lump Sum” to “Dollar”.

Adjusted Price = $355,892.50

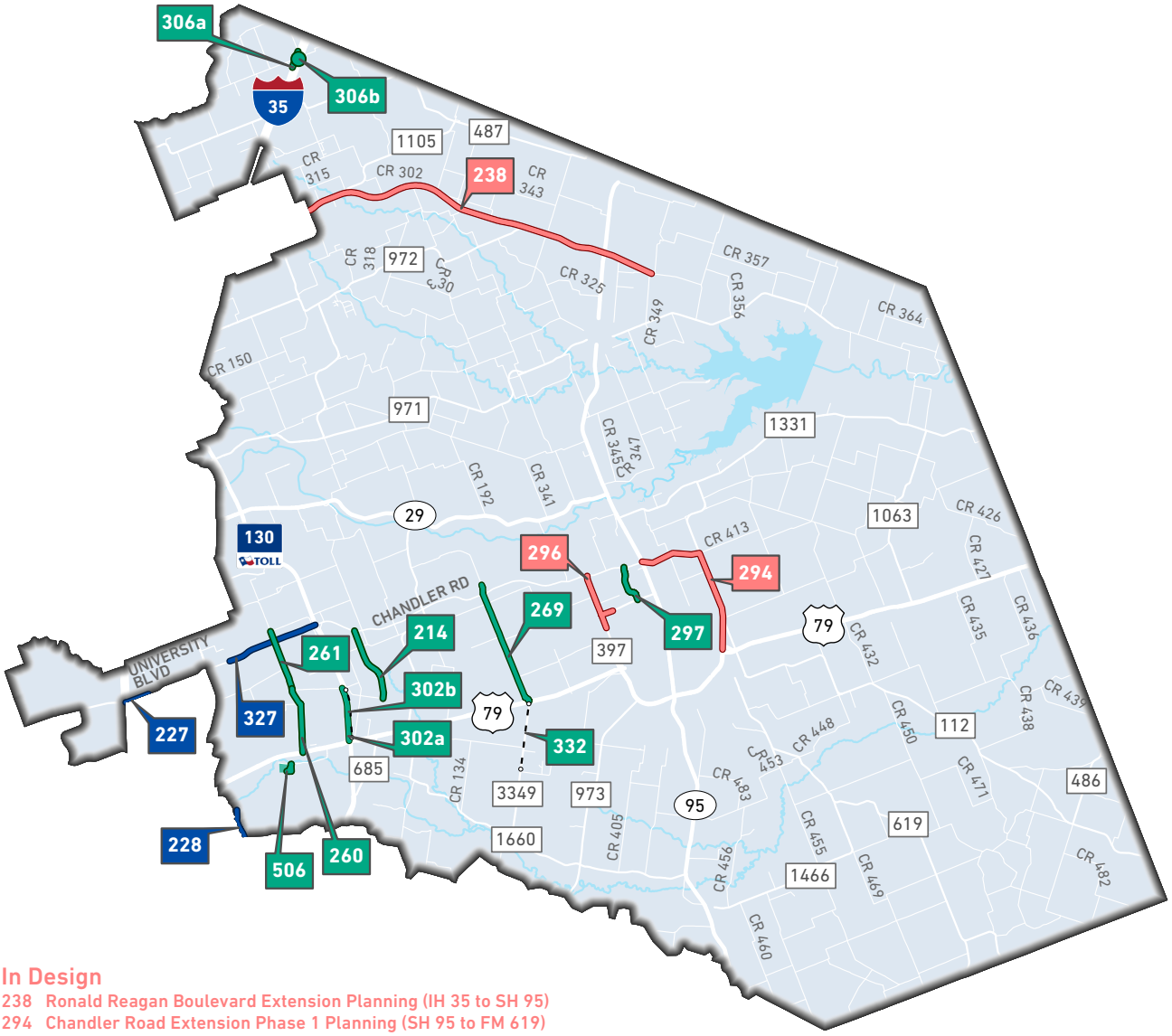
2000/2006 Road Bond Program Projects
Precinct 4 - Commissioner Boles



In Design
4.35 FM 1660 (PTF)

Completed/Open to Traffic
1.10 Wyoming Springs North Study
3.01 FM 1460 to CR 110
3.10 CR 142
3.12 CR 152 Bridge Replacement
3.13 CR 157
3.18 CR 314
3.23 SH 29/CR 104 – Phase 1
3.25 CR 104 - Phase 2
3.42 CR 111 / CR 105 (Westinghouse Rd.) - FM 1460 to SH 130
3.44 CR 110 North (North of CR 107 to North of Sam Houston) (Design)
3.45 CR 110 Middle (North of Limmer Loop to CR 107)
3.48 SH 29 Widening - 12" Water Main Relocation
4.01a CR 427 Bridge Replacement
4.01b CR 390 Bridge Replacement
4.01c CR 406 Bridge Replacement
4.02 CR 424 Bridge Replacement
4.03 Chandler Road - Phase 1
4.04 CR 100
4.06 CR 119
4.07 CR 122 at US 79
4.08 CR 124
4.09 CR 132
4.10 CR 136
4.11 CR 137
4.12 CR 138 & CR 139 Alignment Study
4.13 CR 300 & CR 301
4.14 CR 302
4.15 CR 347 & CR 348
4.16 CR 368 & CR 369 (CR 101 to CR 366)
4.17 CR 404
4.18 CR 412
4.19 CR 466
4.20 FM 397 at SH 95 Signal
4.21 Gattis School Rd. ROW
4.22 Limmer Loop - Phase 1A
4.23 Thrall School Zone
4.24 US 79 - Section 1
4.25 US 79 - Section 2
4.26 US 79 - Section 3A
4.27 Chandler Rd. - Phase 2
4.28 Limmer Loop - Phase 1B
4.29 CR 113 / Old Settlers Blvd.
4.30 Limmer Loop - Phase 1C
4.31 Kenney Fort Boulevard - Phase 1
4.33 Chandler Rd. - Phase 3A
4.34 Chandler Rd. - Phase 3B
4.36 Gattis School Road
4.37 US 79 - Section 3 (PTF)
4.38 2nd Street Improvements
4.39 2nd Street Drainage Improvements
4.40 US 79 Section 5A (PTF)
4.41 US 79 Section 5B (PTF)
4.43 FM 1460 Section 2
4.44 CR 138
4.46 FM 1660 at Landfill Rd. (CR 128)
4.48 CR 119
4.49 CR 108
4.50 CR 351 at Donahoe Creek
4.51 CR 110 / Arterial A Study (design)
4.52 University Blvd. (Chandler Rd.) Expansion
4.54 CR 110 South - (Design) (US 79 to Limmer Lp)
4.56 CR 110 at University Blvd. (Signal)
4.57 Gattis School Rd. at Winterfield Dr. (Signal)
4.58 Tradesman Park Crossing

2013 ROAD BOND PROGRAM PROJECTS
Precinct 4 - Commissioner Boles

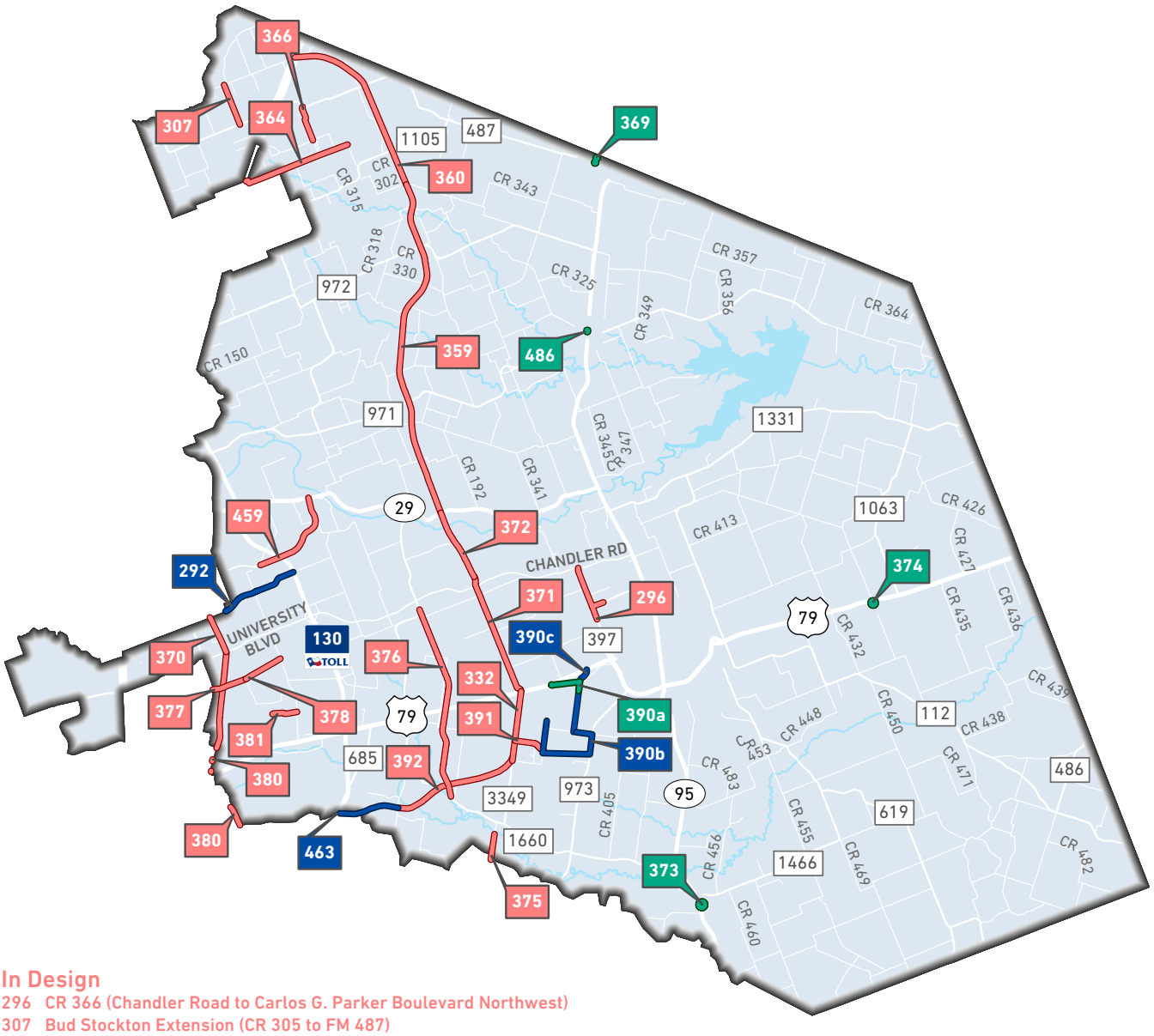


In Design
238 Ronald Reagan Boulevard Extension Planning (IH 35 to SH 95)
294 Chandler Road Extension Phase 1 Planning (SH 95 to FM 619)
296 CR 366 Widening (Chandler Road to Carlos G. Parker Boulevard)

Under Construction/Bidding
227 University Boulevard Widening (IH 35 to Sunrise Road)
228 Kenney Fort Boulevard Segments 2 and 3 (Forest Creek Boulevard to SH 45)
327 University Boulevard (Chandler Road) Expansion (FM 1460 to SH 130)

Completed/Open to Traffic
214 CR 119 (Limmer Loop to Chandler Road)
260 CR 110 South (US 79 to Limmer Loop)
261 CR 110 Middle (Limmer Loop to CR 107)
269 CR 101 (US 79 to North of Chandler Road)
297 East Williamson County Park Road / Bill Pickett Trail (Carlos Parker Boulevard to Chandler Road)
302a SH 130 Frontage Roads Phase 3 (Southbound Frontage Road US 79 to Limmer Loop)
302b SH 130 Traffic Study
306a Relocation of 48" Williamson County Regional Raw Waterline - Line A
306b CR 305 at IH 35 Bridge Replacement
332 FM 3349/US 79 Interchange (US 79 to CR 404)
506 Oak Bluff and Greenfield Drainage Improvements

2019 ROAD BOND PROGRAM PROJECTS
Precinct 4 - Commissioner Boles



In Design

296 CR 366 (Chandler Road to Carlos G. Parker Boulevard Northwest)
307 Bud Stockton Extension (CR 305 to FM 487)
332 FM 3349/US 79 Interchange (US 79 to CR 404)
359 Corridor E4 (Future SH 29 to Ronald Reagan Extension / Corridor D)
360 Corridor E5 (Ronald Reagan Extension / Corridor D to IH 35 / CR 305)
364 CR 314 Safety Improvement (IH 35 Northbound Frontage Rd to East of CR 3001)
366 CR 332 Realignment (South of FM 487 to North of CR 313)
370 MoKan (Georgetown Inner Loop to University Boulevard)
371 Corridor E2 (US 79 to Chandler Road / Corridor B2)
372 Corridor E3 (Chandler Road / Corridor B2 to Future SH 29)
375 CR 129 (South of Brushy Creek to North of the South Williamson County Line)
376 CR 134/CR 132 Extension (Hutto Arterial)
377 CR 112 Widening (FM 1460/A.W. Grimes to CR 117)
378 CR 112 Widening (CR 117 to CR 110)
380 MoKan (University Boulevard to SH 45)
381 Old Settlers Boulevard (North Red Bud Lane/CR 122 to CR 110)
391 CR 404 Realignment (CR 404 to CR 401)
392 Southeast Loop Segment 2, Phase 1 (CR 137 to CR 404)
459 Southeast Inner Loop Extension (Corridor C)
(Sam Houston Avenue at Patriot Way to SH 29)

Under Construction/Bidding

292 CR111/CR105 Westinghouse (FM 1460 to SH 130)
390b CR 404 Hutto Water Line Realignment (Along future CR 404, from CR 404 to CR 404 at FM 973)
390c CR 401/CR 404 Improvements (US 79 to CR 404)
463 Southeast Loop Segment 1, Phase 1
(Corridor E1) (CR 138 to CR 137)

Completed/Open to Traffic

369 Bartlett Project (Cotrell Street)
373 Coupland Street Project (S. Broad & Muery Streets)
390a CR Improvements and Paving
(CR401, CR402, CR404)
374 Thrall Street Project - S. Bounds Street
486 Granger Project (Davilla Street Culvert)
(Davilla Street to N Walton Street)

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CR 110 Middle (Limmer Loop to CR 107)
Project No. 1809-261

Original Contract Price = $8,910,862.73

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
12/14/2018	2/5/2019	4/26/2019	5/6/2019	10/20/2020	6/29/2021		390	144	534

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	5/6/2019	5/31/2019	26	$719,064.06	$719,064.06	$79,896.01	$79,896.01	9	5
2	6/1/2019	6/30/2019	30	$327,805.09	$1,046,869.15	$36,422.78	$116,318.79	14	10
3	7/1/2019	7/31/2019	31	$406,884.79	$1,453,753.94	$45,209.43	$161,528.22	19	16
4	8/1/2019	8/31/2019	31	$391,244.33	$1,844,998.27	$43,471.59	$204,999.81	24	22
5	9/1/2019	9/30/2019	30	$88,385.54	$1,933,383.81	$9,820.61	$214,820.42	25	28
6	10/1/2019	10/31/2019	31	$295,167.52	$2,228,551.33	$32,796.39	$247,616.81	29	34
7	11/1/2019	11/30/2019	30	$424,033.35	$2,652,584.68	$47,114.82	$294,731.63	34	39
8	12/1/2019	12/31/2019	31	$511,268.18	$3,163,852.86	$56,807.57	$351,539.20	41	45
9	1/1/2020	1/31/2020	31	$385,342.62	$3,549,195.48	$42,815.85	$394,355.05	46	51
10	2/1/2020	2/29/2020	29	$514,688.36	$4,063,883.84	$57,187.60	$451,542.65	53	56
11	3/1/2020	3/31/2020	31	$344,124.14	$4,408,007.98	$38,236.01	$489,778.66	57	62
12	4/1/2020	4/19/2020	19	$293,737.21	$4,701,745.19	$32,637.47	$522,416.13	61	66
13	4/20/2020	5/19/2020	30	$277,306.64	$4,979,051.83	$30,811.87	$553,228.00	65	71
14	5/20/2020	6/24/2020	36	$726,652.00	$5,705,703.83	$80,739.12	$633,967.12	74	78
15	6/25/2020	7/25/2020	31	$410,122.34	$6,115,826.17	$45,569.15	$679,536.27	79	84
16	7/26/2020	8/25/2020	31	$254,747.98	$6,370,574.15	$28,305.33	$707,841.60	83	90
17	8/26/2020	9/23/2020	29	$111,839.24	$6,482,413.39	$12,426.58	$720,268.18	84	95
18	9/24/2020	10/25/2020	27	$962,394.02	$7,444,807.41	-$568,333.33	$151,934.85	89	100
19	10/26/2020	11/25/2020	0	$88,804.62	$7,533,612.03	$1,812.34	$153,747.19	90	100
20	11/26/2020	12/27/2020	0	$50,446.95	$7,584,058.98	$1,029.53	$154,776.72	90	100
21	12/28/2020	1/31/2021	0	$33,416.21	$7,617,475.19	$681.96	$155,458.68	91	100
22	2/1/2021	2/28/2021	0	$44,523.85	$7,661,999.04	$908.65	$156,367.33	91	100
23	3/1/2021	3/31/2021	0	$547,703.24	$8,209,702.28	$11,177.62	$167,544.95	98	100
24	4/1/2021	4/30/2021	0	$69,299.54	$8,279,001.82	$1,414.28	$168,959.23	99	100
25	5/1/2021	5/31/2021	0	$10,190.46	$8,289,192.28	$207.96	$169,167.19	99	100
26	6/1/2021	8/31/2021	0	$64,415.21	$8,353,607.49	$1,314.60	$170,481.79	100	100
27	9/1/2021	Final	0	$196,770.56	$8,550,378.05	-$170,481.79	$0.00	100	100

6/30/2022 Comments - Certificate of Acceptance issued for 6/2/22.

Change Order Number	Approved	Cost This CO	Total COs
01	10/8/2019	$66,291.83	$ 66,291.83

1A: Design Error or Omission. Incorrect PS&E. This Change Order revises items and quantities for the traffic signals. 3F: County Convenience. Additional work desired by the County. This Change Order adds items for temporary sediment control fencing (install and remove) and documents the credit to the contract for materials (6'x4' box culvert) furnished by the County.

Change Order Number	Approved	Cost This CO	Total COs
02	12/17/2019	$31,881.14	$ 98,172.97

2G: Differing Site Conditions. Unadjusted utility (unforeseeable). This Change Order provides grading of the Limmer Loop ditch at CR 110, due to communication utility conflicts not being adjusted for the previous CR 110 South project. The ditch work must be completed, prior to construction of the requested driveway for the new corner store. The driveway permit has already been submitted to the County by the Developer

Change Order Number	Approved	Cost This CO	Total COs
03	7/21/2020	$10,419.60	$ 108,592.57

3F: County Convenience. Additional work desired by the County. This Change Order adds Traffic Control Phase 2 Step 2 to the project. This step consists of shifting traffic from the existing lanes to the new lanes f rom just south of CR 112 to the north end of the project.

Change Order Number	Approved	Cost This CO	Total COs
04	12/8/2020	$3,266.23	$ 111,858.80

3L: County Convenience. Revising safety work/measures desired by the County. This Change Order adds a new item to pay the Contractor to repair the guard rail end treatment on southbound CR 110, south of CR 112. This is within the construction project limits.

Change Order Number	Approved	Cost This CO	Total COs
05	3/16/2021	($11,737.85)	$ 100,120.95

2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable). This Change Order adds improvements to drainage and new side street intersections to the project. 3L: County Convenience. Revising safety work/measures desired by the County. This Change Order deletes lime from the pavement section, adds item to pay for police used during traffic control, and repairs damage to a signal controller and repairs potholes in the existing pavement. 4B: Third Party Accommodation. Third party requested work. This change order adds fittings to the Jonah Water line.

Change Order Number	Approved	Cost This CO	Total COs
06	2/2/2021	$46,375.56	$ 146,496.51

3E: County Convenience. Reduction of future maintenance. This Change Order adds pay items to compensate the Contractor to mill and repave a portion of existing University Boulevard that was not called out to be overlayed in the plans.

Change Order Number	Approved	Cost This CO	Total COs
07	3/16/2021	$6,519.31	$ 153,015.82

3F: County Convenience. Additional work desired by the County. This Change Order adds a pay item to compensate the Contractor to remove additional structures in the right of way along CR 110 north of the project.

Change Order Number	Approved	Cost This CO	Total COs
08	3/16/2021	$233,343.80	$ 386,359.62

6C: Untimely ROW/Utilities. Utilities not clear. This Change Order adds a pay item to compensate the Contractor for extended project overhead costs caused by delays to the utility relocation.

Change Order Number	Approved	Cost This CO	Total COs
09	1/11/2022	($737,540.85)	$ (351,181.23)

2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable) (Item 9). This Change Order provides the final balancing for the overrun/underrun of Contract quantities on the project as a result of addressing field conditions not accounted for in the original plans.

Change Order Number	Approved	Cost This CO	Total COs
10	5/3/2022	-50.90	-351,232.13

2E: Differing Site Conditions (unforseeable). Miscellaneous difference in site conditions (unforseeable). This Change Order provides the final balancing for the overrun/underrun of Contract quanities on the project as a result of addressing field conditions not accounted for in the original plans. This Change Order corrects quantities previously reported in Change Order #9.

Adjusted Price = $8,559,630.60

CR 101 (US 79 to Chandler Road)
Project No. 2138

Original Contract Price = $13,092,842.00

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
10/10/2019	11/5/2019	6/26/2020	7/6/2020	3/1/2022			540		540

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	7/6/2020	7/25/2020	20	$366,881.43	$366,881.43	$40,764.60	$40,764.60	3	4
2	7/26/2020	8/30/2020	36	$2,072,374.48	$2,439,255.91	$230,263.83	$271,028.43	21	10
3	8/31/2020	9/23/2020	24	$66,831.99	$2,506,087.90	$7,425.78	$278,454.21	21	15
4	9/24/2020	10/25/2020	32	$531,044.64	$3,037,132.54	$59,004.96	$337,459.17	26	21
5	10/26/2020	11/29/2020	35	$424,017.35	$3,461,149.89	$47,113.04	$384,572.21	30	27
6	11/30/2020	12/27/2020	28	$709,324.00	$4,170,473.89	$78,813.77	$463,385.98	36	32
7	12/28/2020	1/27/2021	31	$294,970.38	$4,465,444.27	$32,774.49	$496,160.47	38	38
8	2/1/2021	2/28/2021	28	$293,948.14	$4,759,392.41	$32,660.91	$528,821.38	41	43
9	3/1/2021	3/31/2021	31	$367,172.81	$5,126,565.22	$40,796.97	$569,618.35	44	49
10	4/1/2021	4/30/2021	30	$421,691.16	$5,548,256.38	$46,854.58	$616,472.93	47	55
11	5/1/2021	5/31/2021	31	$703,963.56	$6,252,219.94	$78,218.17	$694,691.10	53	60
12	6/1/2021	6/30/2021	30	$348,806.38	$6,601,026.32	$38,756.27	$733,447.37	56	66
13	7/1/2021	7/31/2021	31	$450,541.31	$7,051,567.63	$50,060.14	$783,507.51	60	72
14	8/1/2021	8/31/2021	31	$759,767.66	$7,811,335.29	$84,418.63	$867,926.14	67	77
15	9/1/2021	9/30/2021	30	$572,768.63	$8,384,103.92	$63,640.93	$931,567.07	71	83
16	10/1/2021	10/31/2021	31	$731,491.99	$9,115,595.91	-$451,798.89	$479,768.18	74	89
17	11/1/2021	11/30/2021	30	$496,699.04	$9,612,294.95	$26,142.05	$505,910.23	78	94
18	12/1/2021	12/31/2021	31	$786,832.47	$10,399,127.42	$41,412.24	$547,322.47	84	100
19	1/1/2022	1/31/2022	31	$168,386.88	$10,567,514.30	$8,862.46	$556,184.93	85	106
20	2/1/2022	2/28/2022	28	$662,254.39	$11,229,768.69	$34,855.50	$591,040.43	91	111
21	3/1/2022	3/31/2022	1	$174,865.08	$11,404,633.77	$9,203.42	$600,243.85	92	111
22	4/1/2022	4/30/2022	30	$427,447.18	$11,832,080.95	-$358,772.84	$241,471.01	93	111
23	5/1/2022	5/31/2022	31	$58,135.36	$11,890,216.31	$1,186.44	$242,657.45	93	111

6/30/2022 Comments - Processing Final Balancing Change Order and Certificate of Acceptance remains.

Change Order Number	Approved	Cost This CO	Total COs
01	9/14/2021	139,570.57	$ 139,570.57

3F: County Convenience. Additional work desired by the County. This Change Order adds various changes to the project, including additional pipe underdrains to help alleviate groundwater, concrete used to backfill Culvert 4, and use of full-depth asphalt on side roads and intersections to expedite reconstruction of roadways.

Change Order Number	Approved	Cost This CO	Total COs
02	9/14/2021	87,600.15	$ 227,170.72

3F: County Convenience. Additional work desired by the County. This Change Order documents the change in the method of installation of the 24" waterline encasement pipe across CR 368 and CR 101 and adds 4 - 4" bores and water meter relocations to the contract.

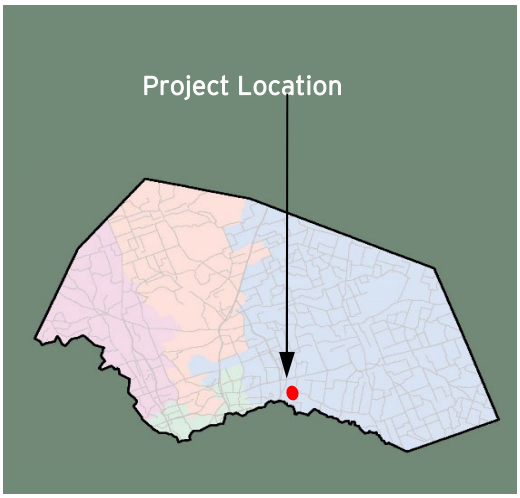
Change Order Number	Approved	Cost This CO	Total COs
03	9/28/2021	81,281.83	$ 308,452.55

3B: County Convenience. Public relations improvement. This change order changes the pavement section from typical flexible base to full-depth asphalt at south end tie-in to existing pavement, adds a driveway for a landowner and adds a sixth wire and water gap fence across Little Mustang Creek.

Change Order Number	Approved	Cost This CO	Total COs
04	9/28/2021	(366,519.81)	$ (58,067.26)

3C. County Convenience. Implementation of a Value Engineering finding. This Change Order removes quantities for various Jonah Water SUD water line items, due to an alignment shift at the southern end of the project at the US 79 intersection. 3F. County Convenience. Additional work desired by the County. This change order adds a force account item to the contract to compensate the contractor for pavement repairs in the roadway and to perform grading to prevent future saturation.

Adjusted Price = $13,034,774.74



Southeast Loop Segment 1, Phase 1
(Northbound Frontage of SH 130 to CR 137)

Project Length: 1.848 Miles
Roadway Classification: Rural Collector

Project Schedule: July 2021 - Early 2023
Estimated Construction Cost: $11.7 Million

JUNE 2022 IN REVIEW

6/3/2022: James Construction (JCG) poured the concrete flume behind Retaining Wall 1A and the Abutment 1 backwall for the Tributary Bridge.The contractor poured the remaining portions of the drill shafts on Abutment 8 on the SCS Pond Bridge.

6/10/2022: James Construction (JCG) poured the concrete flume behind retaining Walls 1 and 1A. The contractor formed and poured columns 1 and 4 on Bent 4 of the SCS Pond 21 Bridge. JCG began excavating on the east side of SCS Pond 21.

6/17/2022: James Construction (JCG) poured two concrete columns at Bent 4 and Bent 5 on the SCS Pond 21 Bridge and poured the concrete riprap at Abutment 1 on the Tributary Bridge. JCG poured the coping level-up for Retaining Wall 4.

6/24/2022: James Construction (JCG) poured the remaining three columns at Bent 5 on the SCS Pond 21 Bridge and poured the concrete riprap at Abutment 3 on the Tributary Bridge. JCG began lime treating the subgrade between Abutment 1 on the SCS Pond 21 Bridge and Wall 3. JCG set the coping on Wall 7, and continued roadway embankment work for walls 4, 5, 6 and 7.

Design Engineer: RTG
Contractor: James Construction
Construction Observation:
Kyle McCoy, HNTB

Williamson County
Road Bond Program

HNTB

Project Name: Southeast Loop Segment 1, Phase 1
Project No. T3346

Original Contract Price = $11,526,789.09

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
3/30/2021	4/27/2021	7/12/2021	7/19/2021				534	24	558

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	7/19/2021	8/31/2021	44	$767,411.06	$767,411.06	$85,267.90	$85,267.90	7	8
2	9/1/2021	9/30/2021	30	$328,739.28	$1,096,150.34	$36,526.58	$121,794.48	10	13
3	10/1/2021	10/31/2021	31	$221,811.16	$1,317,961.50	$24,645.69	$146,440.17	13	19
4	11/1/2021	11/30/2021	30	$278,008.69	$1,595,970.19	$30,889.85	$177,330.02	15	24
5	12/1/2021	12/31/2021	31	$331,070.23	$1,927,040.42	$36,785.58	$214,115.60	18	30
6	1/1/2022	1/31/2022	31	$624,535.89	$2,551,576.31	$69,392.88	$283,508.48	24	35
7	2/1/2022	2/28/2022	28	$352,666.85	$2,904,243.16	$39,185.20	$322,693.68	28	40
8	3/1/2022	3/31/2022	31	$815,310.79	$3,719,553.95	$90,590.09	$413,283.77	34	46
9	4/1/2022	4/30/2022	30	$741,856.71	$4,461,410.66	$82,428.53	$495,712.30	42	51
10	5/1/2022	5/31/2022	31	$625,433.98	$5,086,844.64	$69,492.66	$565,204.96	48	57

6/30/2022 Comments - Bridge and retaing wall construction continues in the green field area between CR 137 and the Bridge Church.

Change Order Number	Approved	Cost This CO	Total COs
01	8/3/2021	148,710.35	148,710.35

6B. This Change Order adds the installation of barbed wire fence and gates along the north and south sides of the right of way on the Wolfe property. The Contractor will not be able to start work until the fence is installed. Twenty four (24) days are being added to the contract to compensate the contractor for this impact.

Adjusted Price = $11,675,499.44

Project Name: Thrall Project - South Bounds Street
Project No. 21IFB15

Original Contract Price = $889,988.00

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
9/23/2021	10/19/2021	11/9/2021	11/12/2021	1/18/2022			75	0	75

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	11/12/2021	12/23/2021	42	$298,411.20	$298,411.20	$33,156.80	$33,156.80	40	56
2	1/1/2022	1/31/2022	18	$352,715.63	$651,126.83	$39,190.63	$72,347.43	88	80
3	2/1/2022	2/28/2022	0	$37,813.50	$688,940.33	$4,201.50	$76,548.93	93	80
4	3/1/2022	4/30/2022	0	$112,389.79	$801,330.12	-$60,195.25	$16,353.68	100	80

6/30/2022 Comments - Certificate of Completion will be issued once final documentation is received.

Change Order Number	Approved	Cost This CO	Total COs
01	2/16/2022	47,437.00	47,437.00

2G. Differing Site Conditions (unforeseeable). Unadjusted utility. This Change Order revises the location of the drainage pipe and curb inlets to clear existing utilities and changes the curb inlets from PCO to PCU. 3F. County Convenience. Additional work desired by the County. This Change Order revises the pipe connection between the curb inlet and the pipe under the driveway and increases the quantity of pavement repair due to the current condition of the pavement.

Change Order Number	Approved	Cost This CO	Total COs
02	3/29/2022	-117,101.20	-69,664.20

2E. Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforseeable). This Change Order provides the final balancing for the overruns/underruns of contract quantities on the project that are a result of addressing field conditons not accounted for in the original plans. New items are being added to pay the contractor for placement of soil retention blanket, installation and removal of construction exits, gravel for a driveway, electronic changeable message boards, asphalt tack and asphalt cold patch material for a driveway crossing.

Adjusted Price = $820,323.80

Project Name: Bartlett Project - Cotrell Street
Project No. 21IFB16

Original Contract Price = $419,919.00

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
10/6/2021	10/20/2021	11/10/2021	11/20/2021	2/18/2022			70	21	91

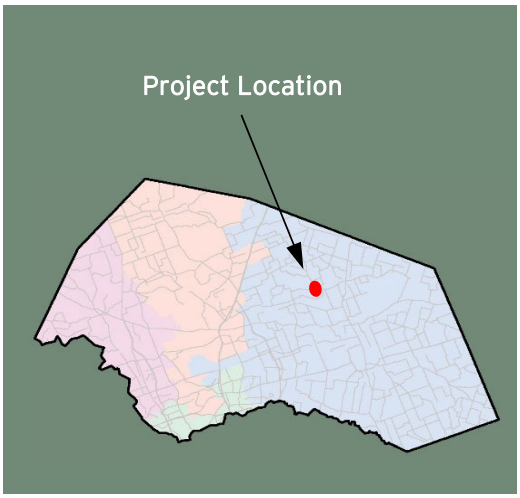
Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	11/20/2021	2/18/2022	91	$366,507.14	$366,507.14	$40,723.02	$40,723.02	98	100
2	2/19/2022	5/13/2022	0	$41,927.61	$408,434.75	$8,335.40	$49,058.42	100	100

6/30/2022 Comments - Certificate of Completion will be issued once final documentation is received.

Change Order Number	Approved	Cost This CO	Total COs
01	3/29/2022	-3,148.85	-3,148.85

2E. Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforseeable). This Change Order provides the final balancing for the overruns/underruns of contract quantities on the project that are a result of addressing field conditons not accounted for in the original plans. New items are being added to pay the contractor for removal of existing driveway pipe and installation of new driveway pipe.

Adjusted Price = $416,770.15



Davilla Street Culvert Replacement
(Davilla Street at Walton Avenue)

Project Length: 0.049 Miles
Roadway Classification: Rural Collector

Project Schedule: March 2022 - June 2022
Estimated Construction Cost: $0.66 Million

JUNE 2022 IN REVIEW

6/3/2022: Subcontractor GTX Construction Services hydro-mulched topsoil on Davilla and Walton Street. Subcontractor Penhall saw cut the concrete paving on Davilla and Walton Street.

6/10/2022: Subcontractor Penhall saw cut concrete pavement for installation sealant. Chasco placed sealant for saw cut grooves in the concrete paving, on Davilla and Walton Street. Subcontractor Alpha Striping placed small signs on Davilla and Walton Street. Alpha seal coated and placed striped stop bars on Davilla and Walton Street and 4" yellow stripes on Davilla.

6/17/2022: Substantial Completion was requested for 6/9/22.

6/24/2022: Ribbon Cutting ceremony was held on 6/22/22.

Design Engineer: RS&H
Contractor: Chasco Constructors
Construction Observation:
David Thomas, HNTB

Williamson County
Road Bond Program

HNTB

Project Name: Davilla Street Culvert Replacement
Project No. 22IFB67

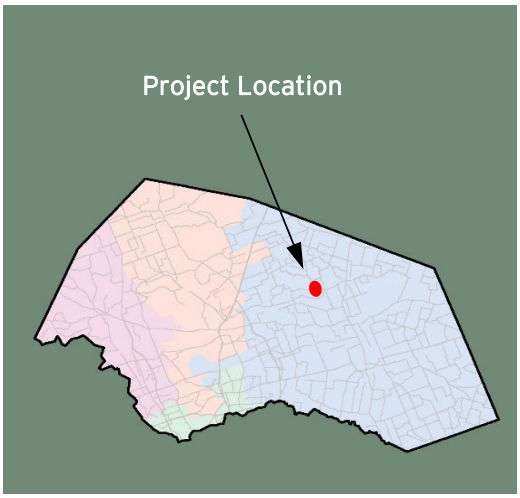
Original Contract Price = $664,464.00

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
2/22/2022	3/1/2022	3/28/2022	4/8/2022				46		46

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	4/8/2022	6/9/2022	63	$609,609.69	$609,609.69	$12,441.01	$12,441.01	94	137

6/30/2022 Comments - Substantial Completion was issued on 6/9/22.

Adjusted Price = $664,464.00



Coupland Street Project
(South Broad and Muery)

Project Length: 0.216 Miles
Roadway Classification: Rural Collector

Project Schedule: April 2022 - Summer 2022
Estimated Construction Cost: $0.52 Million

JUNE 2022 IN REVIEW

6/3/2022: Chasco scarified, reworked and compacted base and asphalt on Broad and Muery Street. Chasco also excavated the ditch from Culvert 1 to the east.

6/10/2022: Chasco continued to scarify, rework and compact base and asphalt on Broad and Muery Street. Crews placed topsoil behind asphalt paving on Broad and Muery Street continued. Subcontractor Texas Materials placed TY B asphalt on Broad and Muery Street.

6/17/2022: Subcontractor Texas Materials paved Type D asphalt and driveways on Broad and Muery Street. The striping subcontractor striped the stop bars, arrows and installed stop signs at Broad and Elliot Street. Substantial Completion was requested for 6/15/22.

6/24/2022: Chasco placed topsoil along the west side of Broad Street.

Design Engineer: CONSOR
Contractor: Chasco Constructors
Construction Observation:
David Thomas, HNTB

Williamson County
Road Bond Program

HNTB

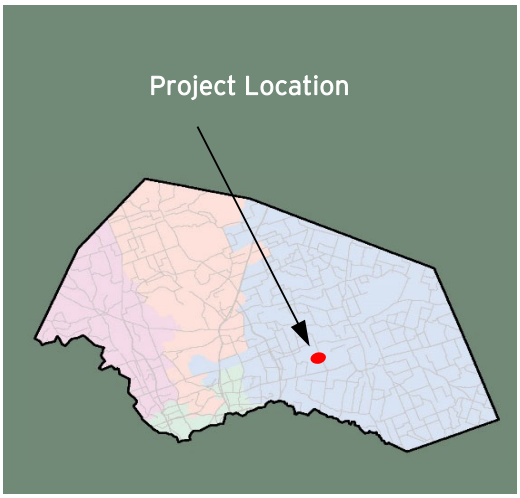
Project Name: Coupland (S. Broad and Muery St.) Project
Project No. 21IFB20

Original Contract Price = $519,919.00

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
10/13/2021	10/27/2021	3/25/2022	4/5/2022				126		126

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
6/30/2022	Comments - Substantial Completion was issued on 6/15/22.								

Adjusted Price = $519,919.00



CR 401 Reconstruction

Project Length: 1.253 Miles
Roadway Classification: Rural Collector

Project Schedule: April 2022 - Summer 2023
Estimated Construction Cost: $12.67 Million

JUNE 2022 IN REVIEW

6/3/2022: James Construction took delivery of concrete traffic barrier for the work at US 79 and received PVC pipe for the City of Taylor water line.

6/10/2022: James Construction (JCG) surveyed the ROW for parcels along CR 401 in preparation for fence relocations.

6/17/2022: Subcontractor Weldwright placed the fence along right of way at Parcel 4.

6/24/2022: James Construction began embanking material on the north end of the green field portion of the project.

Design Engineer: HNTB
Contractor: James Construction
Construction Observation:
Kyle McCoy, HNTB

Williamson County
Road Bond Program

HNTB

Project Name: CR 401 Reconstruction Project
Project No. 22IFB57

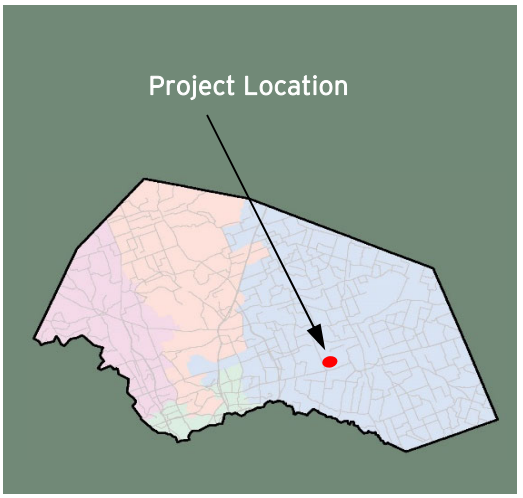
Original Contract Price = $12,673,200.94

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
3/11/2022	3/22/2022	4/21/2022	5/2/2022				505		505

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	4/14/2022	4/21/2022	16	$541,350.00	$541,350.00	$60,150.00	$60,150.00	5	3
2	4/22/2022	5/31/2022	40	$213,264.25	$754,614.25	$23,696.03	$83,846.03	7	11
3	6/1/2022	7/1/2022	31	$1,394,793.70	$2,149,407.95	$154,977.08	$238,823.11	19	16

6/30/2022 Comments - Notice to Proceed was given on 4/21/22 with time charges beginning on 5/5/22.

Adjusted Price = $12,673,200.94



CR 404 Hutto Water Line HDPE Pipe and
CR 404 Hutto 18-inch Water Line Alignment
(CR 404 to CR 404 at FM 973)

Project Length: 0.25 Miles
Roadway Classification: Waterline Relocation

Project Schedule: May 2022 - Summer 2022
Estimated Construction Cost: $4.46 Million

JUNE 2022 IN REVIEW

6/3/2022: Austin Underground began moving equipment on site for construction. Subcontractor J Arbor Construction began installing silt fencing.

6/10/2022: Austin Underground continued delivering pipe and other materials to the site. Subcontractor J Arbor Construction continued installing silt fencing and rock berms.

6/17/2022: Austin Underground began fusing pipe for the City of Hutto water line realignment. Subcontractor J Arbor Construction completed installing silt fencing and rock berms.

6/24/2022: Austin Underground installed steel casing under CR 404. Austin Underground began boring steel casing for Water Line B.

Design Engineer: Cobb Fendley
Contractor: Austin Underground, Inc.
Construction Observation:
Bruce Williams, HNTB

Williamson County
Road Bond Program

HNTB

Project Name: CR 404 Hutto Water Line HDPE Pipe
Project No. 22IFB96

Original Contract Price = $1,862,199.25

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
5/2/2022	5/10/2022	5/13/2022	5/23/2022				30		30

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1			1		$0.00		$0.00	0	3

6/30/2022 Comments - Work began on 5/23/22.

Adjusted Price = $1,862,199.25

Project Name: CR 404 Hutto Water Line Realignment
Project No. T5045

Original Contract Price = $2,897,639.00

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
8/25/2021	9/14/2021	5/13/2022	5/23/2022				65		65

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	1/12/2022	2/6/2022	0	$49,500.00	$49,500.00	$5,500.00	$5,500.00	2	0
2	2/7/2022	4/30/2022	0	$144,305.28	$193,805.28	$16,033.92	$21,533.92	7	0

6/30/2022 Comments - Work began on 5/23/22.

Change Order Number	Approved	Cost This CO	Total COs
01	6/9/2022	-232,550.27	-232,550.27

3F. County Convenience. Additional work desired by the County. This Change Order revises the original water line pipe design from 18 inch ductile iron to 24 inch HDPE pipe. Due to the Contract value of this requested change, the 24 inch HDPE pipe material and the fusion of that pipe is also being removed from this Contract and will be bid under a separate Contract.

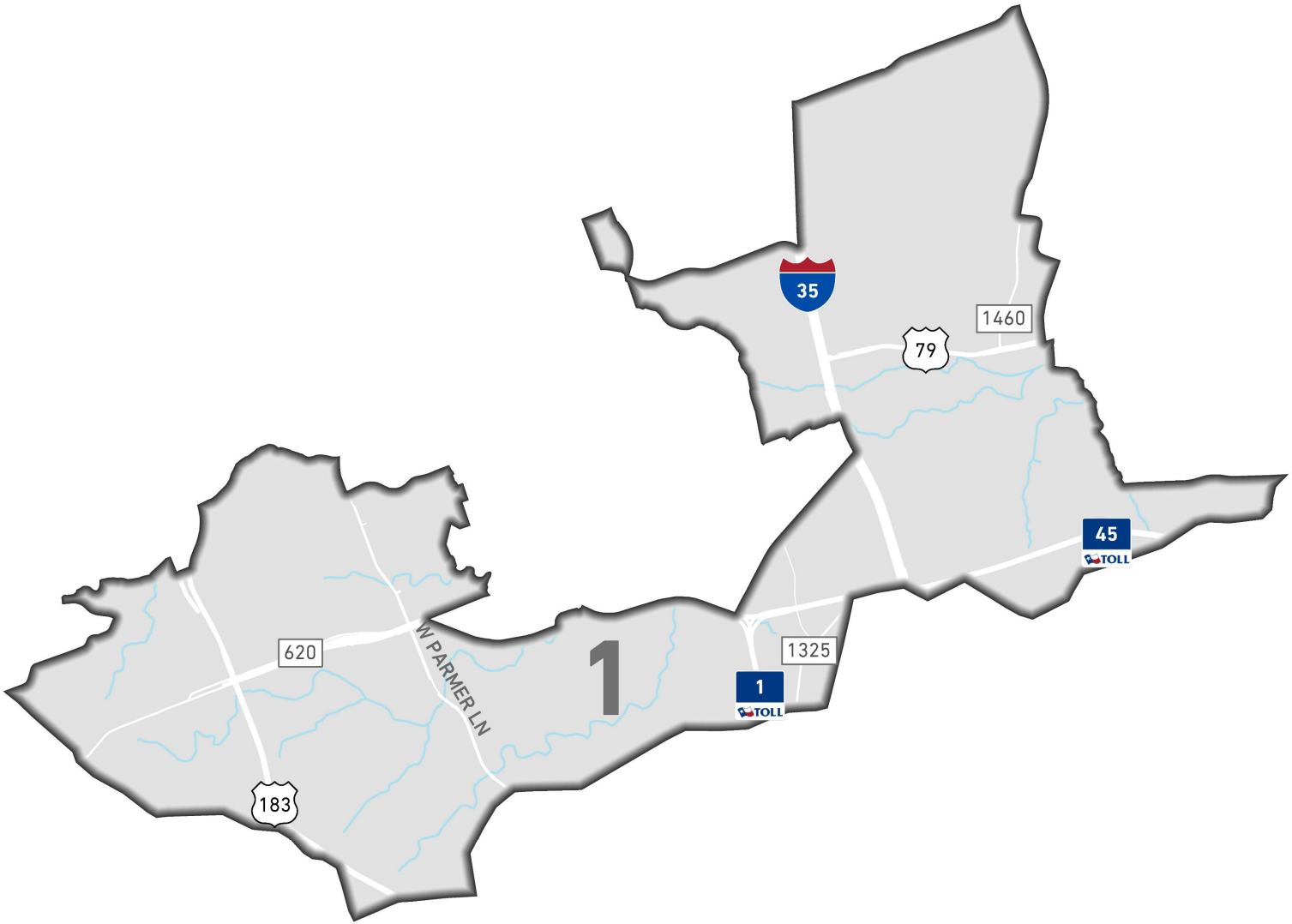
Adjusted Price = $2,665,088.73

Williamson County Commissioners Court

Road Bond Program

July 19, 2022

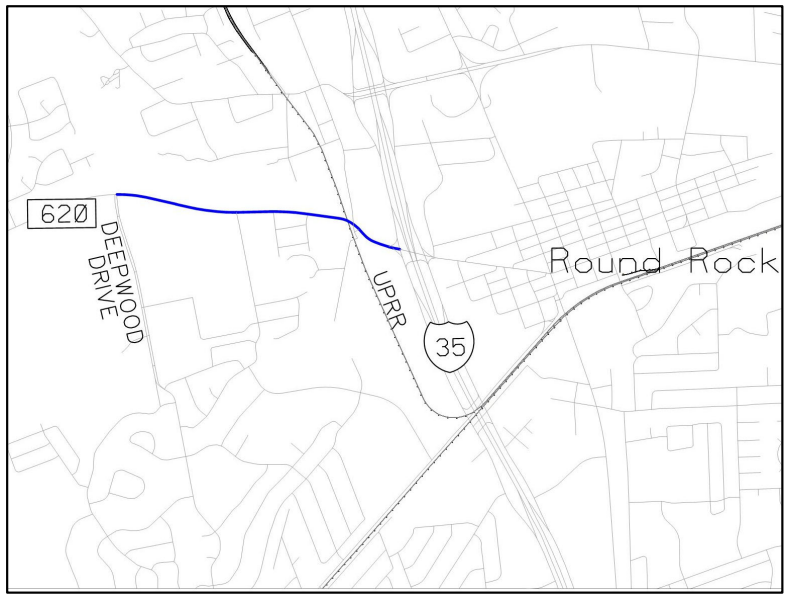
Precinct 1



RM 620 at Railroad / Chisholm Trail (IH 35 Frontage Road to Deep Wood Drive)

Anticipated Completion

Summer 2023



Partnership with TxDOT and the City of Round Rock

Original Contract Amount = $27,468,703.67

Construction is managed by TxDOT

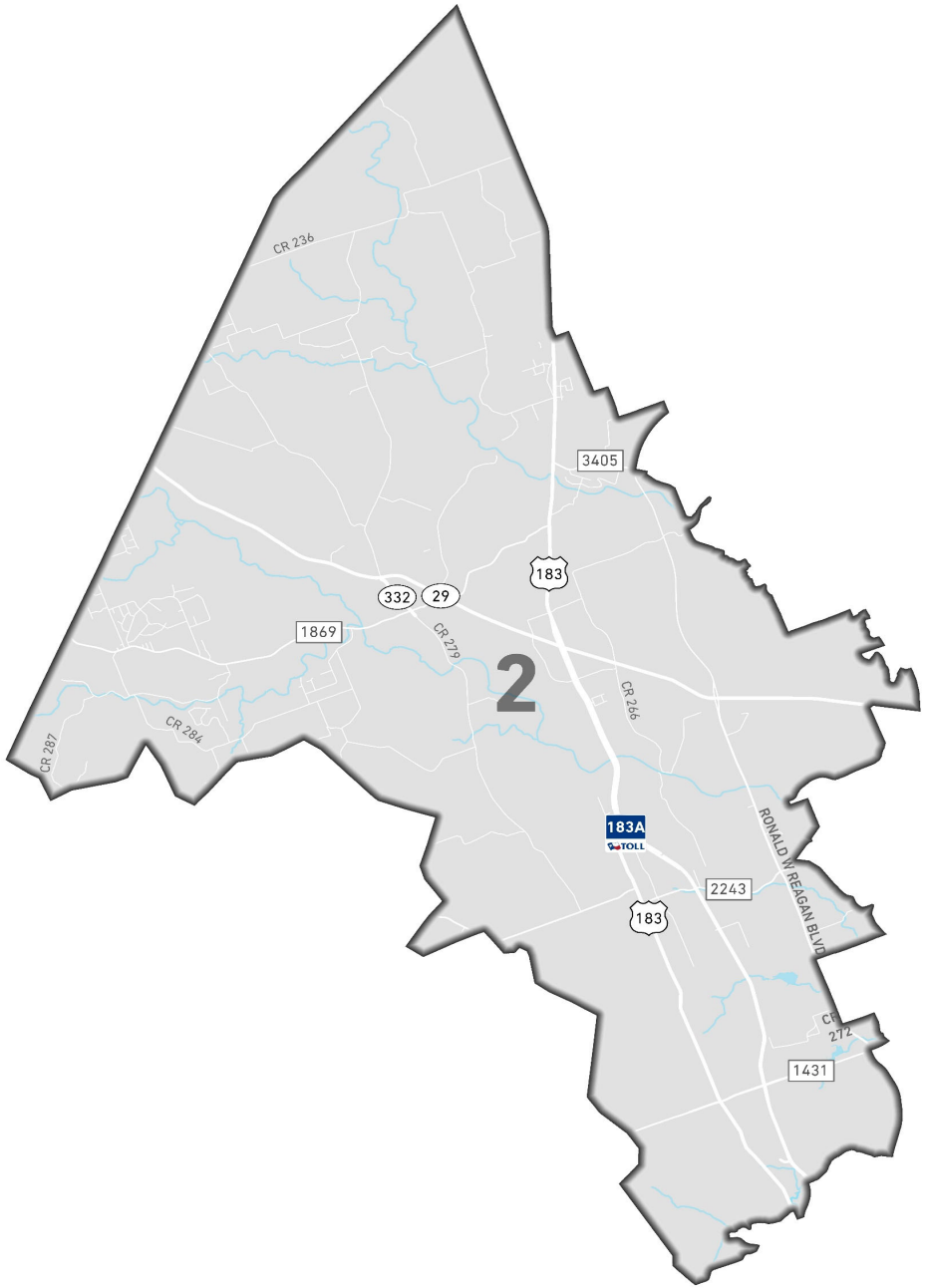
RM 620 at Railroad / Chisholm Trail (IH 35 Frontage Road to Deep Wood Drive)

RM 620 at Railroad / Chisholm Trail (IH 35 Frontage Road to Deep Wood Drive)

RM 620 at Railroad / Chisholm Trail
(IH 35 Frontage Road to Deep Wood Drive)

WILLIAMSON COUNTY
1848

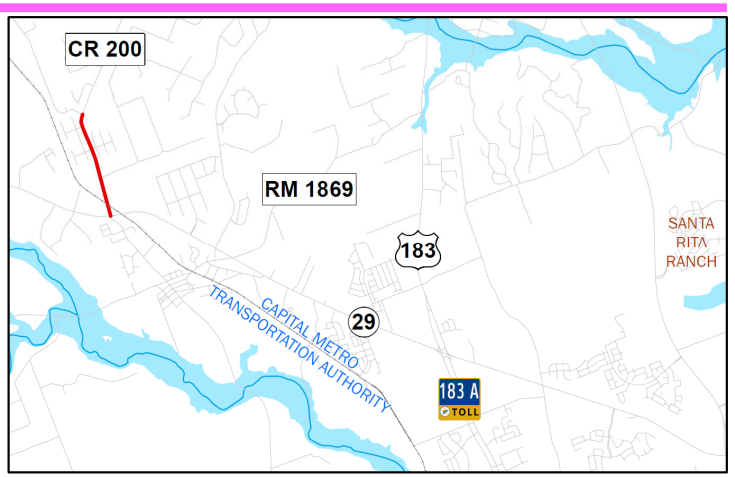
Precinct 2



CR 200 Reconstruction

Anticipated Completion

Fall 2022



Original Contract Price = $4,975,515.09

Total Change Orders to Date = $0

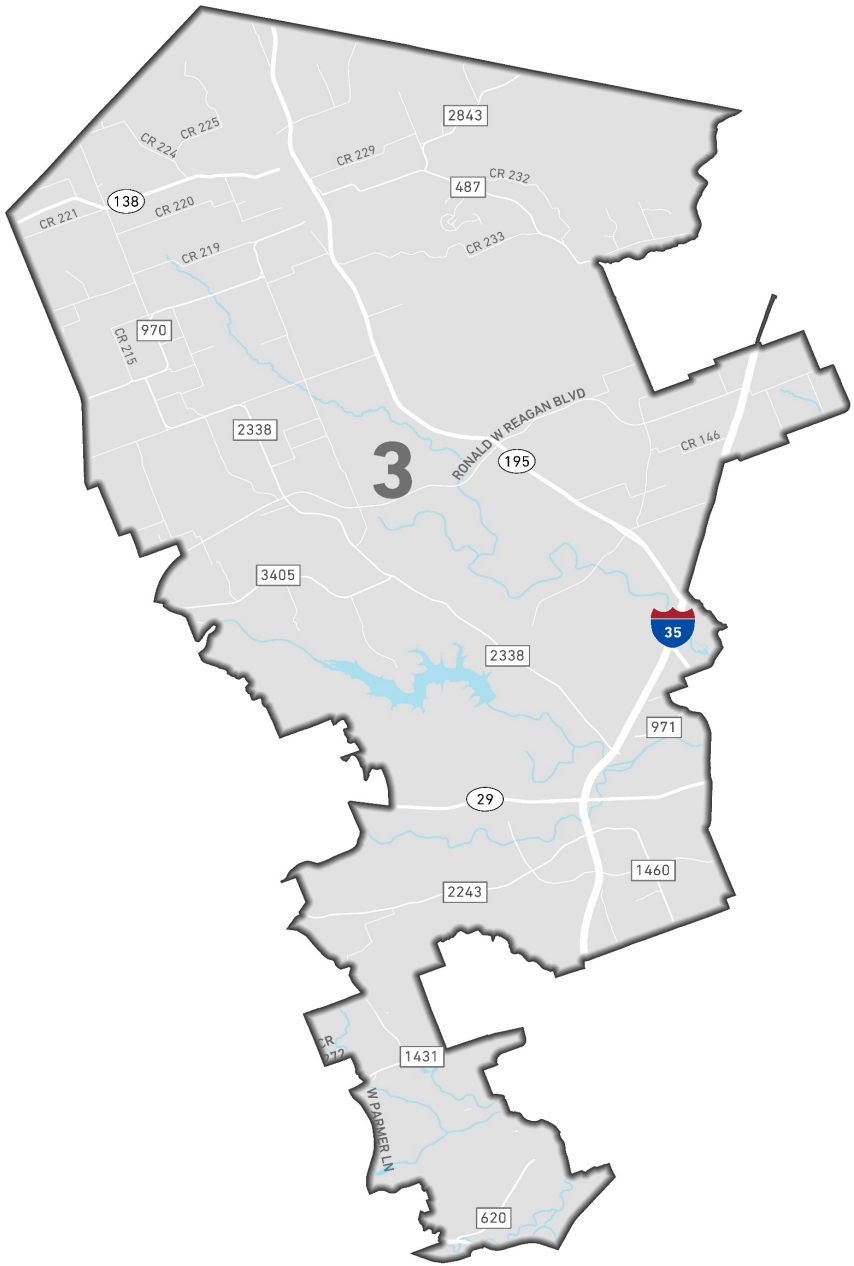
Adjusted Contract Price = $4,975,515.09

Expenditures to Date = $2,959,191.39 (59%)

CR 200 Reconstruction

CR 200 Reconstruction

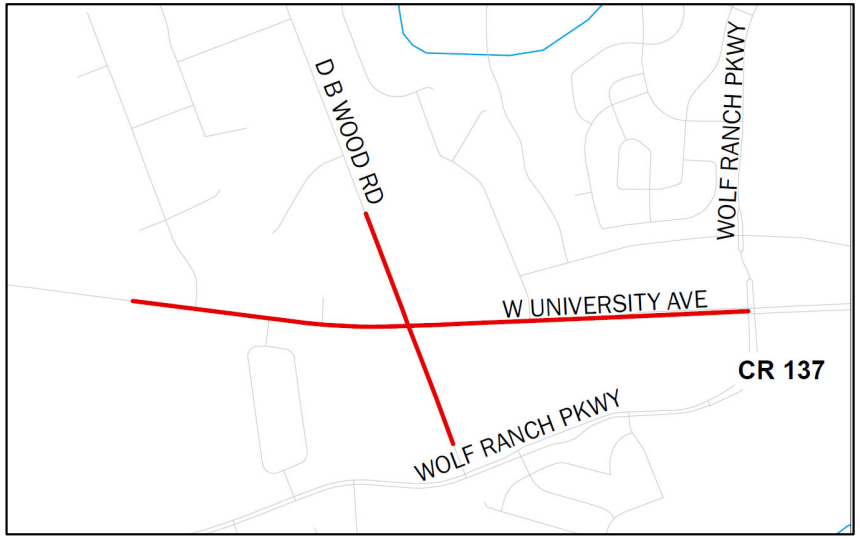
Precinct 3


3
2843
CR 225
CR 224
CR 229
CR 232
487
138
CR 221
CR 220
CR 233
CR 219
970
CR 215
2338
RONALD W REAGAN BLVD
195
CR 146
3405
35
2338
971
29
1460
2243
1431
W PARMER LN
620

SH 29
(DB Woods Intersection)

Anticipated Completion

Spring 2023



Partnership TxDOT

Original Contract Amount = $5,548,287.93

Construction is managed by TxDOT

SH 29
(DB Woods Intersection)

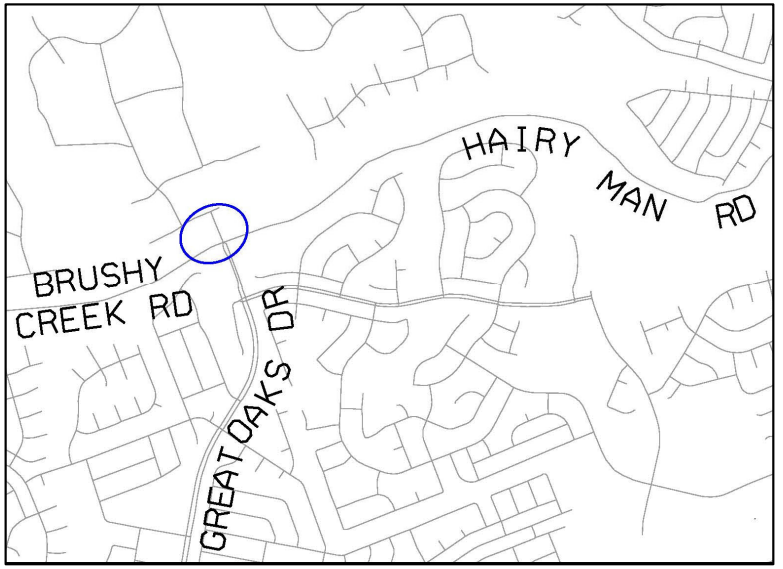
SH 29
(DB Woods Intersection)

SH 29
(DB Woods Intersection)

Great Oaks Bridge at Brushy Creek

Anticipated Completion

Spring 2023



Original Contract Price = $10,580,634.11

Total Change Orders to Date = $29,487.96

Adjusted Contract Price = $10,610,122.07

Expenditures to Date = $4,154,106.15 (39%)

Great Oaks Bridge at Brushy Creek

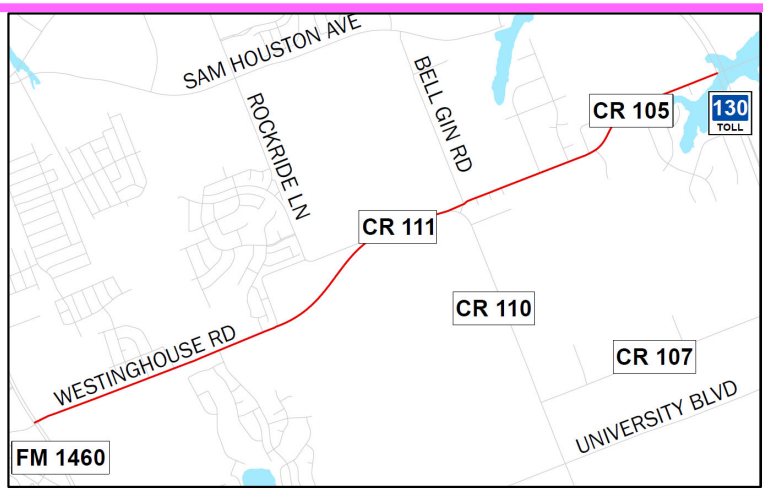
Great Oaks Bridge at Brushy Creek

Great Oaks Bridge at Brushy Creek

CR 111 Westinghouse Road

Anticipated Completion

Late 2023



Original Contract Price = $21,024,332.88

Total Change Orders to Date = $240,917.84

Adjusted Contract Price = $ 21,265,250.72

Expenditures to Date = $5,161,500.16 (24%)

CR 111 Westinghouse Road

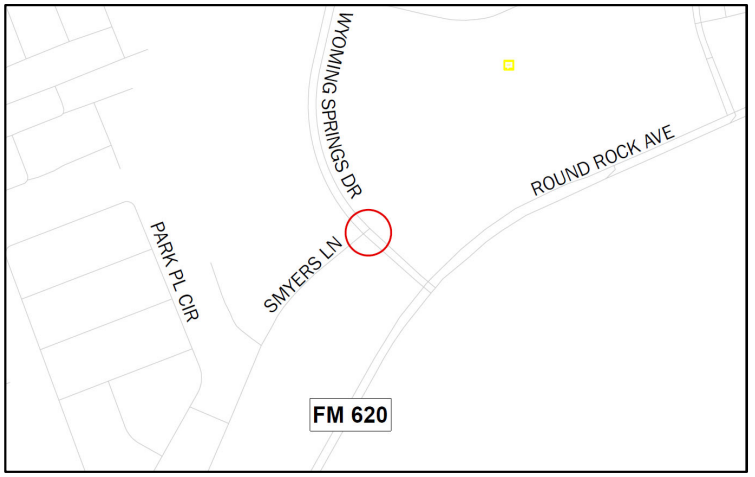
CR 111 Westinghouse Road

CR 111 Westinghouse Road

Wyoming Springs Intersection (Wyoming Springs at Smyers Lane)

Anticipated Completion

May 2022



Original Contract Price = $355,892.50

Total Change Orders to Date = $0.00

Adjusted Contract Price = $ 355,892.50

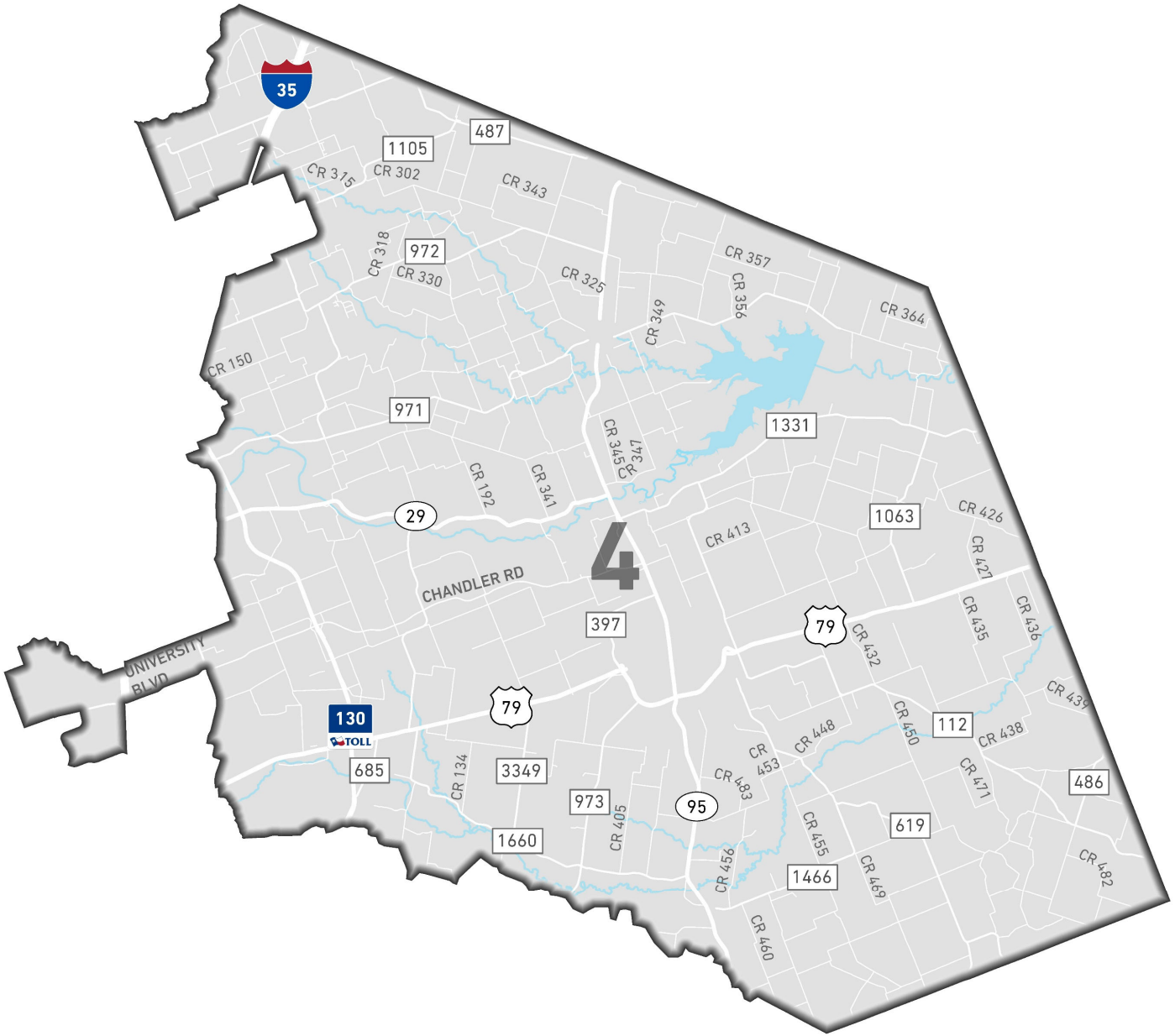
Expenditures to Date = $306,282.50 (86%)

Wyoming Springs Intersection
(Wyoming Springs at Smyers Lane)

Wyoming Springs Intersection (Wyoming Springs at Smyers Lane)

Wyoming Springs Intersection
(Wyoming Springs at Smyers Lane)

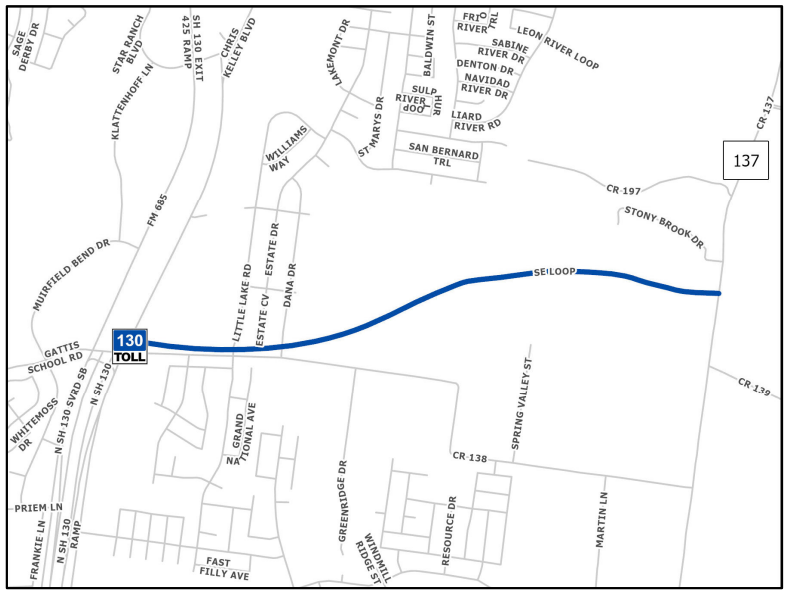
Precinct 4


35
487
1105
CR 315
CR 302
CR 343
CR 318
972
CR 330
CR 325
CR 357
CR 356
CR 364
CR 349
CR 150
971
1331
CR 345
CR 347
CR 192
CR 341
29
4
CR 413
1063
CR 426
CR 427
CHANDLER RD
397
79
CR 432
CR 435
CR 436
CR 431
UNIVERSITY BLVD
130
TOLL
79
CR 450
112
CR 438
CR 448
CR 453
CR 483
CR 471
685
CR 134
3349
973
CR 405
95
486
619
1660
CR 455
CR 456
1466
CR 469
CR 482
CR 460

Southeast Loop Segment 1, Phase 1 (Corridor E1) (CR 138 to CR 137)

Anticipated Completion

Early 2023



Original Contract Amount = $11,526,789.09

Total Change Orders = $148,710.35

Adjusted Contract Price = $11,675,499.44

Expenditures to Date = $5,652,049.60 (48%)

Southeast Loop Segment 1, Phase 1 (Corridor E1) (CR 138 to CR 137)

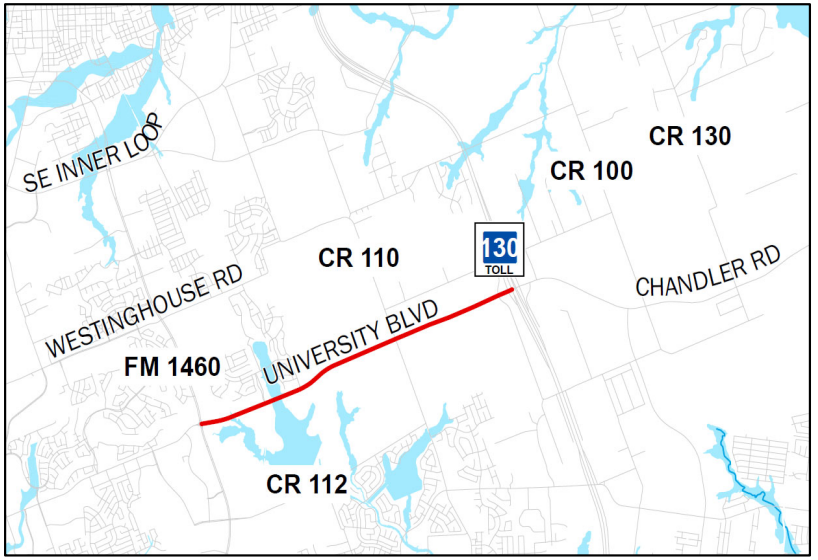
Southeast Loop Segment 1, Phase 1 (Corridor E1) (CR 138 to CR 137)

Southeast Loop Segment 1, Phase 1 (Corridor E1) (CR 138 to CR 137)

University Boulevard Expansion (Chandler Road)

Anticipated Completion

Late 2022



Partnership with the City of Round Rock

Original Contract Amount = $11,104,890.49

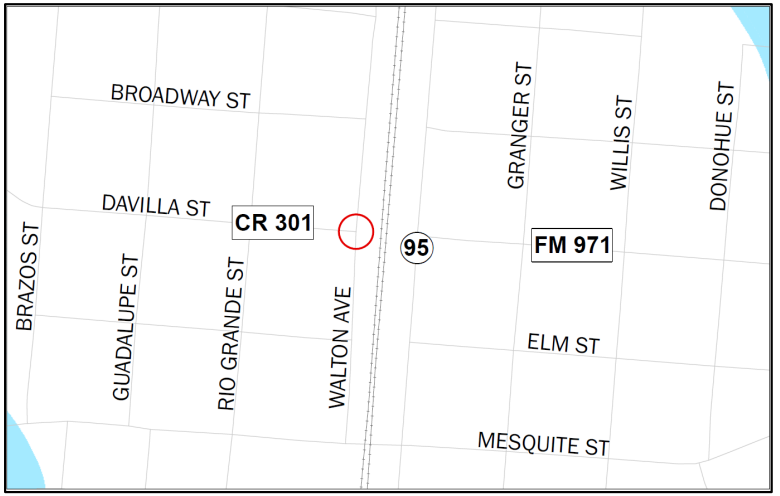
Construction is managed by the City of Round Rock

University Boulevard Expansion (Chandler Road)

Davilla Street Culvert Replacement (Davilla Street at Walton Avenue)

Substantially Complete

June 2022



Original Contract Amount = $664,464.00

Total Change Orders = $0.00

Adjusted Contract Price = $664,464.00

Expenditures to Date = $622,050.70 (94%)

Davilla Street Culvert Replacement (Davilla Street at Walton Avenue)

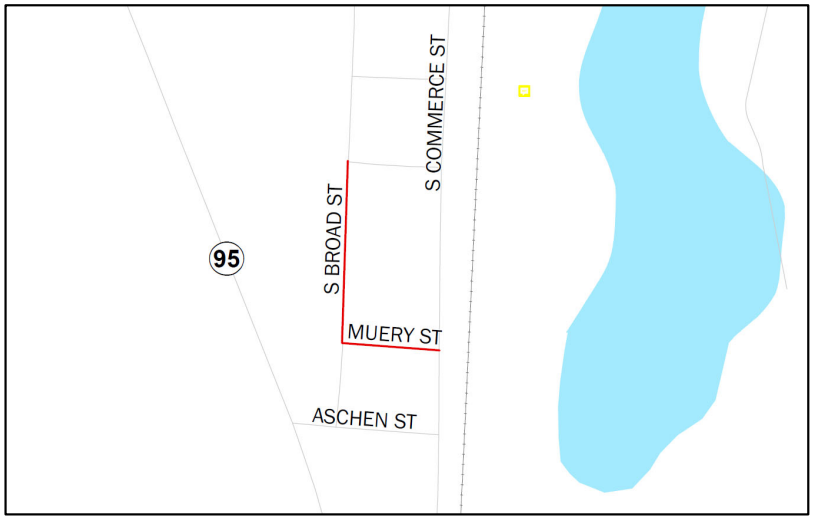
Davilla Street Culvert Replacement (Davilla Street at Walton Avenue)

Davilla Street Culvert Replacement (Davilla Street at Walton Avenue)

Coupland Street Project (South Broad and Muery)

Substantially Complete

June 2022



Original Contract Amount = $519,919.00

Total Change Orders = $0.00

Adjusted Contract Price = $519,919.00

Expenditures to Date = $315,877.72 (61%)

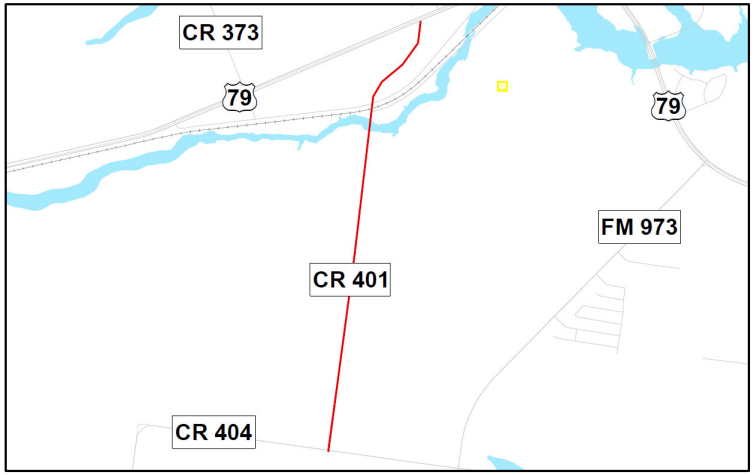
Coupland Street Project
(South Broad and Muery)

Coupland Street Project
(South Broad and Muery)

CR 401 Reconstruction

Anticipated Completion

Summer 2023



Original Contract Amount = $12,673,200.94

Total Change Orders = $0.00

Adjusted Contract Price = $ 12,673,200.94

Expenditures to Date = $2,388,231.06 (19%)

CR 401 Reconstruction

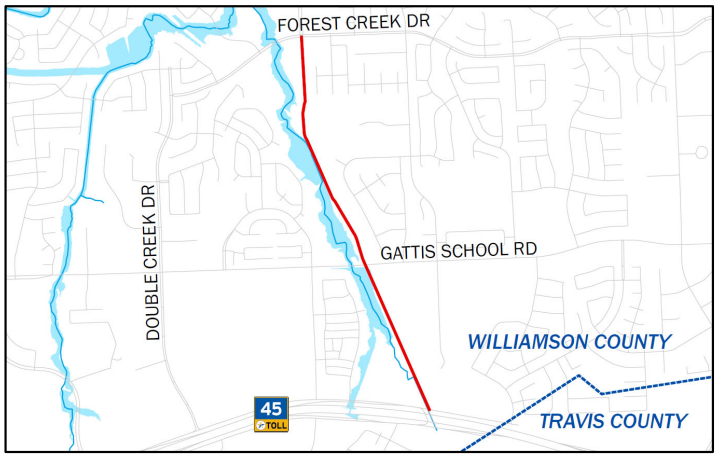
CR 401 Reconstruction

CR 401 Reconstruction

Kenney Fort Boulevard – Seg. 2 and 3 (Forest Creek Drive to SH 45)

Anticipated Completion

Spring 2023



Partnership with the City of Round Rock

Original Contract Amount = $23,409,120.97

Construction is managed by the City of Round Rock

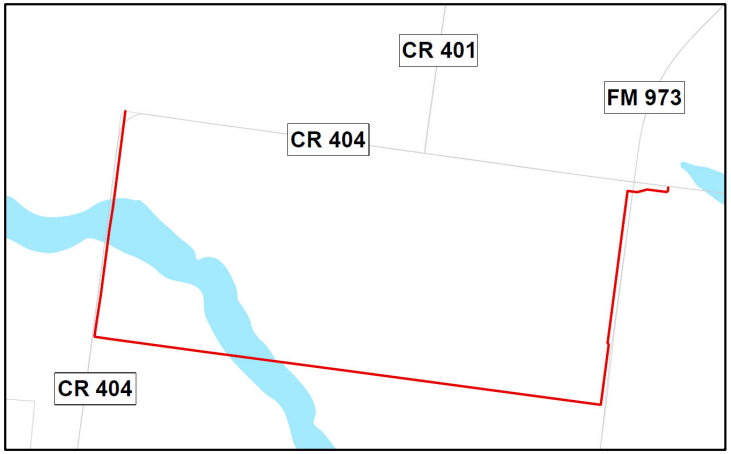
Kenney Fort Boulevard – Seg. 2 and 3 (Forest Creek Drive to SH 45)

Kenney Fort Boulevard – Seg. 2 and 3 (Forest Creek Drive to SH 45)

CR 404 Hutto Water Line Realignment

Anticipated Completion

Summer 2022



Original Contract Amount = $2,897,639.00

Total Change Orders = $392,689.25

Adjusted Contract Price = $3,290,328.25

Expenditures to Date = $215,339.00 (7%)

CR 404 Hutto Water Line Realignment

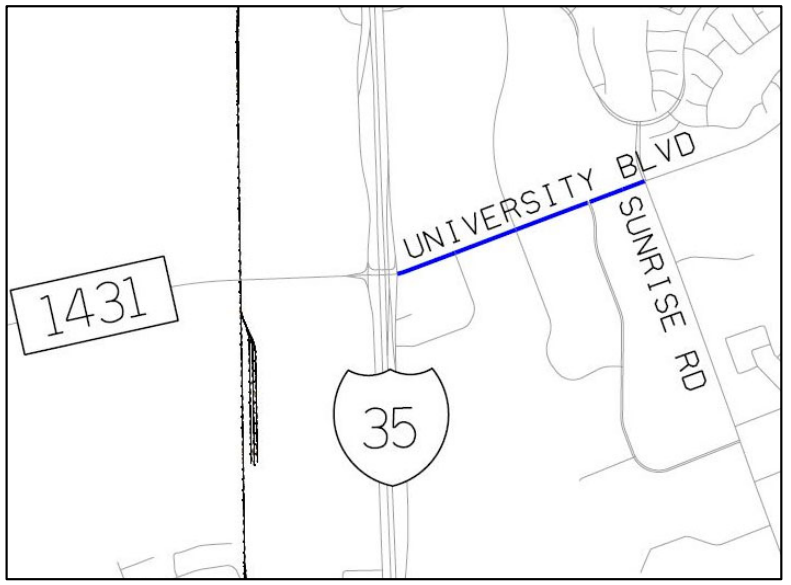
CR 404 Hutto Water Line Realignment

CR 404 Hutto Water Line Realignment

University Boulevard Widening (IH 35 to Sunrise Road)

Anticipated Completion

Spring 2022



Partnership with the City of Round Rock

Original Contract Amount = $12,135,410.45

Construction is managed by the City of Round Rock

University Boulevard Widening
(IH 35 to Sunrise Road)

University Boulevard Widening
(IH 35 to Sunrise Road)

University Boulevard Widening
(IH 35 to Sunrise Road)

Commissioners Court - Regular Session **37.**

Meeting Date: 07/19/2022

Approval of Purchase for Annual Paint Spray Booth Maintenance from Kayco Spray Booths, Inc. for the Fleet Department

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 Service Agreement for Paint Booth Maintenance between Kayco Spray Booths, Inc. and Williamson County in the amount of $7,900.00 and exempting this purchase from the competitive bidding requirements for said service established by Texas Local Government code 262.024 (a)(7)(D) captive replacement parts and components for equipment.

Background

Approval of this item will support the operations of the Williamson County Fleet Department. On 08/04/2020 the Commissioner's Court approved substantial upgrades for the two (2) paint spray booths in the Fleet Department. Only Kayco Spray Booths, Inc, is able to provide the maintenance due to them being the manufacturer of the existing equipment. The service agreement and quote are attached outlining what is included in the annual maintenance. Legal, Contract Audit and Budget have reviewed this purchase. This expenditure will be charged to FY22 01.0882.0882.004500. Department contact is Kevin Teller.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Services Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	07/14/2022 05:56 AM
County Judge Exec Asst.	Becky Pruitt	07/14/2022 10:21 AM
Form Started By: Erica Smith		Started On: 07/12/2022 02:03 PM
Final Approval Date: 07/14/2022		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

SERVICES CONTRACT
FOR
PAINT BOOTH MAINTENANCE
FOR FACILITIES DEPARTMENT
(Kayco Spray Booths Quote No. [redacted]

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

THIS CONTRACT is made and entered into by and between **Williamson County, Texas (hereinafter "The County")**, a political subdivision of the State of Texas, acting herein by and through its governing body, and **Kayco Spray Booths, Inc. (hereinafter "Service Provider")**, P.O. Box 487, La Vernia, TX 78121 ((830) 779-2051). The County agrees to engage Service Provider as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

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

> **As described in the attached Statement of Work/Quote No. [redacted] which is incorporated herein as if copied in full.**

Should The County choose to add services in addition to those described in Exhibit(s) "A," such additional services shall be described in a separate written amendment to this Contract wherein the additional services shall be described and the parties shall set forth the amount of compensation to be paid by The County for the additional services. Service Provider shall not begin any additional services and The County shall not be obligated to pay for any additional services unless a written amendment to this Contract has been signed by both parties.

II.

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

III.

Consideration and Compensation: Service Provider will be compensated based as set forth in Exhibit(s). Any changes must be made by a change order or amendment and approved by the Williamson County Commissioners Court. **The not-to-exceed amount shall be $7,900.00 (Note: Belts and Filters quoted separately at additional charge, if applicable).**

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

IV.

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

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

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

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability (*including premises, completed operations and contractual*)	$ 500,000	$ 500,000
Aggregate policy limits:	$1,000,000	

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

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

V.

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

A. As described in the attached Statement of Work/Quote No. [redacted] which is incorporated herein as if copied in full; and

B. Any required insurance certificates evidencing required coverages.

The County reserves the right and discretion (pursuant to public policy and Texas Constitutional principles) to determine applicable provisions where there is any conflict between this Contract and any of the above-referenced contract documents/exhibits or incorporated documents.

VI.

No Agency Relationship & Indemnification: It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with The County, nor shall Service Provider hold himself out as an agent or official representative

of The County unless expressly authorized to do so by a majority of the Williamson County Commissioners Court. Service Provider shall be considered an independent contractor for the purpose of this Contract and shall in no manner incur any expense or liability on behalf of The County other than what may be expressly allowed under this Contract. The County will not be liable for any loss, cost, expense or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Service Provider or failure to act relating to the services being provided.

VII.

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

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

VIII.

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

IX.

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

X.

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

XI.

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

XII.

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

XIII.

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

XIV.

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

XV.

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

XVI.

No Assignment: Service Provider may not assign this Contract.

XVIII.

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

WITNESS that this Contract shall be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY:

_____
Authorized Signature

_____
Printed Name

Date: _____ ___, 2022

SERVICE PROVIDER:

Carol Koenen
Authorized Signature

Carol Koenen
Printed Name

Date: June 8, 2022

Exhibit(s)

As described in the attached Statement of Work/Quote No. [redacted]
which is incorporated herein as if copied in full.

KAYCO™ Spray Booths

P.O. Box 487
La Vernia, TX 78121

Quote

Date	Quote #
4/12/2021	[redacted]

Name / Address	Job Name
Williamson County 3101 Inner Loop Georgetown, TX 78626	

Qty	Description	Cost	Total
2	Yearly Maintenance On Spray Booths	3,950.00	7,900.00
	Maintenance Includes:		
	Pressure Washing Interior Of Booth		
	Scraping Light Lenses		
	Pressure Washing Exhaust Fans		
	Applying Protective Booth Coating		
	Installation Of All Filters (filters at an additional charge)		
	Replace Belts On Intake And Exhaust If Required (belts additional charge)		
	Check Function Of Booth		

Terms	50% Deposit/BalancePriorToShip

Subtotal	$7,900.00
Sales Tax (0.0%)	$0.00
Total	$7,900.00

As per the applicable codes and standards, OSHA 1910, NFPA 33 and IFC, the proposed equipment is not required to be listed as an assembly. However, the assembly will include components that, when required, are listed and/or labeled for their intended service. Third-party approvals required by local AHJ to facilitate acceptance of the equipment are the responsibility of the customer.

Signature _____

Phone #	Fax #	E-mail	Web Site
(830) 779-2051	(830) 779-1034	kayco@kaycospraybooths.com	www kaycospraybooths.com

Commissioners Court - Regular Session **38.**

Meeting Date: 07/19/2022

Temporary Closing of CR 137 Notification

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

Department: Infrastructure

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action regarding the temporary closing of CR 137 for road work to restore deteriorated roadbed.

Background

The proposed roadway closure and detour of CR 137 is necessary to restore deteriorated roadbed and pavement. The nearest address of the closure is 2222 CR 137. The detour will be 2 miles in length and take approximately 3 minutes to travel. The closure will be continuous for a 15 working day period between 8/3/2022 and 8/31/2022. Access to all adjacent properties will be maintained throughout the CR 137 closure.

Fiscal Impact

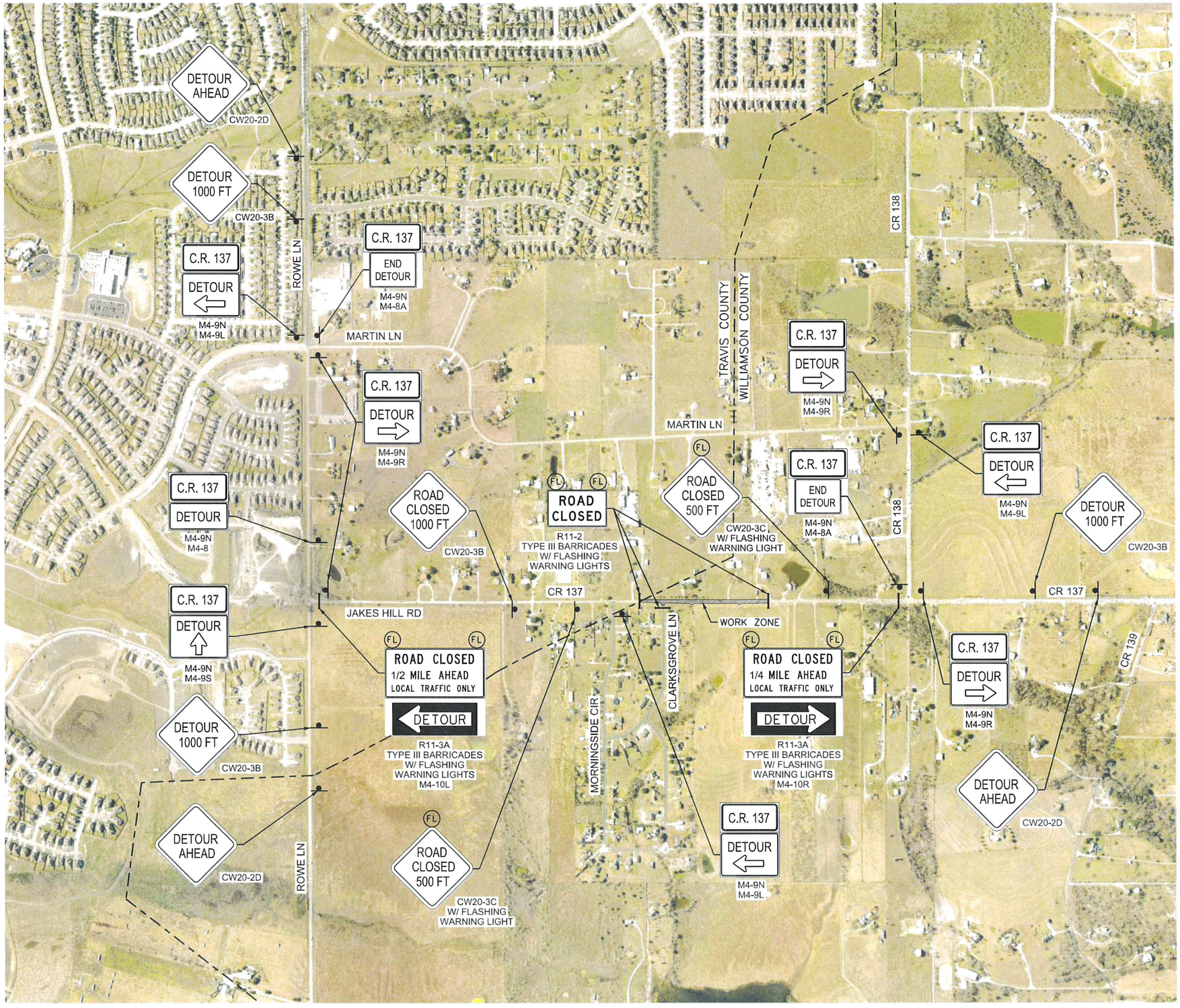
From/To	Acct No.	Description	Amount

Attachments

Temporary Closing of CR 137 Notification

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	07/14/2022 11:30 AM
Form Started By: Vicky Edwards		Started On: 07/14/2022 11:21 AM
Final Approval Date: 07/14/2022		



NTS

NARRATIVE OF TRAFFIC CONTROL AND SEQUENCE OF CONSTRUCTION

1. PLACE TRAFFIC CONTROL SIGNING AND DETOUR CR 137 TRAFFIC ALONG ROWE LN, MARTIN LN AND CR 138 AS SHOWN IN THE PLANS.
2. CLOSE CR 137 TO THRU TRAFFIC AT WILLIAMSON COUNTY LINE TO APPROXIMATELY 1,050 FT NORTH OF WILLIAMSON COUNTY LINE AND CLARKSGROVE LN. ALLOW ACCESS FOR RESIDENTS TO/FROM THEIR DRIVEWAYS WITHIN THE WORK ZONE AT ALL TIMES.
3. CONSTRUCT FULL DEPTH PAVEMENT AND WIDENING ALONG CR 137 FROM STA 104+30.00 TO STA 114+67.00.
4. AFTER THE FIRST 2" LAYER OF ASPHALT IS PLACED AT EXISTING GRADE OPEN CR 137 TO TRAFFIC AND REMOVE THE DETOUR TRAFFIC CONTROL SIGNING.
5. REGRADE, STABILIZE ROADSIDE DITCHES AND PLACE TOPSOIL (4" DEPTH).
6. PLACE SIGNING WITHIN PROJECT LIMITS ACCORDING TO BC (2)-14. BEGIN OVERLAY OPERATIONS AT WILLIAMSON COUNTY LINE FOR ENTIRE PROJECT LIMITS.
7. APPLY ONE COURSE SEAL COAT FOR THE ENTIRE ROADWAY LIMITS.
8. PLACE 2" SURFACE HMAC FOR THE ENTIRE ROADWAY LIMITS AT FINAL GRADE.
9. REGRADE ROADSIDE BERMS.
10. INSTALL STRIPING AND PAVEMENT MARKINGS.
11. WATER REVEGETATED AREAS UNTIL GRASS IS ESTABLISHED.

STATE OF TEXAS
KON Q. KWAN
90584
LICENSED
PROFESSIONAL ENGINEER
04/11/2022

NO.	REVISION	BY	DATE

WILLIAMSON COUNTY
1848

WILLIAMSON COUNTY DEPT. OF INFRASTRUCTURE

CR 137 OVERLAY
DETOUR PLAN

Designed:	AF
Checked:	KQK
Drawn:	AF
Checked:	KQK

3151 S.E. INNER LOOP, SUITE B
GEORGETOWN, TEXAS 78626
(512) 943-3330
www.wilco.org

SHEET NO. 6

CR137*Detour1.dgn
10/2/2018 10:56:55 AM

Commissioners Court - Regular Session **39.**

Meeting Date: 07/19/2022

2019 Road 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 Road Bond Budget Transfer per Mike Weaver, Road Bond Manager, to transfer $550,000 from P384 (Ronald Reagan BLVD Widening) to P597 (Chandler Branch Tributary 3 Channel Improvements).

Background

This transfer is necessary to create P597 (Chandler Branch Tributary 3 Channel Improvements).

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

2019 Road Bond Memo

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	07/13/2022 03:45 PM
Form Started By: Tomika Lynce		Started On: 07/13/2022 03:18 PM
Final Approval Date: 07/13/2022		

HNTB Corporation
Engineers Architects Planners

101 E Old Settlers Blvd
Suite 100
Round Rock, TX 78664

Telephone (512) 744-9082
www.hntb.com

Ms. Tomika Lynce
Williamson County Auditor's Office
Historic County Courthouse
710 Main Street, Ste. 301
Georgetown, TX 78626

July 12, 2022

Re: 2019 Road Bond Budget Adjustment

Dear Ms. Lynce,

Please make the following budget adjustment to the 2019 Road Bond Program:

- Move $550,000.00 from P384 Ronald Reagan Blvd Widening to a new P# for Chandler Branch Tributary 3 Channel Improvements.

If you have any questions, please let me know.

Thank you.

Michael J. Weaver

Cc: Pam Navarrette, Williamson County Auditor's Office
Julie Kiley, Williamson County Auditor's Office
Robert B. Daigh, P.E., Williamson County Senior Director of Infrastructure
Christen Eschberger, P.E., HNTB
Kate Wilder, P.E., HNTB
Marie Walters, HNTB

Commissioners Court - Regular Session **40.**

Meeting Date: 07/19/2022

LTP Budget 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 LTP budget transfer per Mike Weaver, Road Bond Manager, to transfer $500,000 from P361 (Corridor I FM 3405) to P598 (Seward Junction Loop North-SH29 at Seward Junction to SH 29 at CR 260), $500,000 from P372 (Corridor E3) to P598 (Seward Junction Loop North-SH29 at Seward Junction to SH 29 at CR 260), $100,000 from P457 (LTP ROW) to P598 (Seward Junction Loop North-SH29 at Seward Junction to SH 29 at CR 260), $1,100,000 from P457 (LTP ROW) to P599 (Chandler Corridor Segment 1 SH130 to CR 101) and $1,100,000 from P457 (LTP ROW) to P600 (Chandler Corridor Segment 2 (CR 101 to SH95).

Background

This transfer is necessary to create projects P598 (Seward Junction Loop North-SH29 at Seward Junction to SH 29 at CR 260), P599 (Chandler Corridor Segment 1 and P600 (Chandler Corridor Segment 2).

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

LTP Memo

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	07/13/2022 03:46 PM
Form Started By: Tomika Lynce		Started On: 07/13/2022 03:32 PM
Final Approval Date: 07/13/2022		

HNTB Corporation
Engineers Architects Planners

101 E Old Settlers Blvd
Suite 100
Round Rock, TX 78664

Telephone (512) 744-9082
www.hntb.com

Ms. Tomika Lynce
Williamson County Auditor's Office
Historic County Courthouse
710 Main Street, Ste. 301
Georgetown, TX 78626

July 12, 2022

Re: FY 2022 Transportation Corridor Budgets

Dear Ms. Lynce,

Please make the following budget adjustments to the LTP Corridor Program.

- Move $500,000.00 from P361 Corridor I (FM3405) to a new P# for Seward Junction Loop North – SH29 at Seward Junction to SH29 at CR260;
- Move $500,000.00 from P372 Corridor E3 to a new P# for Seward Junction Loop North – SH29 at Seward Junction to SH29 at CR260;
- Move $100,000.00 from P457 LTP ROW to a new P# for Seward Junction Loop North – SH29 at Seward Junction to SH29 at CR260;
- Move $1,100,000.00 from P457 LTP ROW to a new P# for Chandler Corridor Segment 1 (SH130 to CR101);
- Move $1,100,000.00 from P457 LTP ROW to a new P# for Chandler Corridor Segment 2 (CR101 to SH95).

If you have any questions, please let me know.

Thank you.

Michael J. Weaver

Cc: Pam Navarrette, Williamson County Auditor's Office
Julie Kiley, Williamson County Auditor's Office
Robert B. Daigh, P.E., Williamson County Senior Director of Infrastructure
Christen Eschberger, P.E., HNTB
Kate Wilder, P.E., HNTB
Marie Walters, HNTB

Commissioners Court - Regular Session **41.**

Meeting Date: 07/19/2022

Award of IFB #22IFB116 Asphalt Mixes to Asphalt Inc LLC, dba Lone Star Paving and Texas Material Group, Inc. for Road and 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 #22IFB116 Asphalt Mixes to Asphalt Inc LLC, dba Lone Star Paving and Texas Materials Group, Inc. based on the lowest and best bids for a particular location or type of material for the Road and Bridge Department.

Background

The Purchasing Department sent out one thousand sixty (1,060) notifications of the solicitation with twenty-two (22) document takers and received three (3) submitting firms. Williamson County received bids for the purchase and delivery of Asphalt Mixes for construction maintenance of highways, streets and bridges on an as needed basis. Asphalt Inc LLC, dba Lone Star Paving and Texas Materials Group, Inc. provided the lowest and best bids. Awarded vendors will be utilzed based on the scheduled job and asphalt availability by location and type of material. The approved budget for this commodity is $540,000.00. Funding source: 01.0200.0210.003597 and 01.0200.0210.003550. The point of contact is Matt Williamson.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Recommendation Letter

Bid Tabulation

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	07/14/2022 09:49 AM
County Judge Exec Asst.	Becky Pruitt	07/14/2022 10:21 AM
Form Started By: Stephanie Robles		Started On: 07/12/2022 02:44 PM
Final Approval Date: 07/14/2022		

WILLIAMSON COUNTY
1848

July 11, 2022

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

Subject: Recommendation for IFB #22IFB116 – Asphalt Mixes

After reviewing all the pertinent information, we recommend awarding the 22IFB116 Asphalt Mixes bid to Asphalt Inc. LLC, dba Lone Star Paving and Texas Materials Group, Inc. based on lowest and best bid for a particular location or type of material.

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 TABULATION
22IFB116 ASPHALT MIXES
WILLIAMSON COUNTY- TEXAS

			Asphalt Inc LLC, dba Lone Star Paving Tony Bermudez		Texas Materials Group, Inc. Bailey Lewis		Waller County Asphalt, Inc Reid Dawson	
DESCRIPTION	**UNIT**	**Delivery Site**	**UNIT PRICING - DELIVERED**	**UNIT PRICING - PICKED UP**	**UNIT PRICING - DELIVERED**	**UNIT PRICING - PICKED UP**	**UNIT PRICING - DELIVERED**	**UNIT PRICING - PICKED UP**
Hot Mix Asphalt Concrete Pavement Type B PG 64-22 SAC B, TX DOT ITEM # 340	Ton			$ 84.00		N/A		NO BID
Hot Mix Asphalt Concrete Pavement Type B PG 64-22 SAC B, TX DOT ITEM # 340 with 20% UNFRACTIONATED RAP	Ton			$ 76.50		$ 105.00		NO BID
Hot Mix Asphalt Concrete Pavement Type B PG 64-22 SAC B, TX DOT ITEM # 340 with 20% FRACTIONATED RAP	Ton			$ 75.50		$ 105.00		NO BID
Hot Mix Asphalt Concrete Pavement Type B PG 64-22 SAC B, TX DOT ITEM # 340 with 30% FRACTIONATED RAP	Ton			$ 67.25		$ 105.00		NO BID
Hot Mix Asphalt Concrete Pavement Type C PG 70-22 SAC B, TX DOT ITEM # 340	Ton			$ 99.00		N/A		NO BID
Hot Mix Asphalt Concrete Pavement Type C PG 70-22 SAC B, TX DOT ITEM # 340 with 10% FRACTIONATED OR UNFRACTIONATED RAP	Ton			$ 87.75		$ 115.00		NO BID
Hot Mix Asphalt Concrete Pavement Type D PG 70-22 SAC B TX DOT ITEM # 340	Ton			$ 100.00		N/A		NO BID
Hot Mix Asphalt Concrete Pavement Type D PG 70-22 SAC B TX DOT ITEM # 340 with 10% FRACTIONATED OR UNFRACTIONATED RAP	Ton			$ 93.25		$ 115.00		NO BID
Hot Mix Cold Lay Type D SAC B TX DOT ITEM #334 To reach 95% Lab Density	Ton			$ 101.00		$ 115.00		**$98.00 BID FOR ASPPM 9202**
Hot Mix Cold Lay Black Base Type B TX DOT ITEM #334 To reach 95% Lab Density	Ton			$ 101.00		$ 115.00		**$98.00 BID FOR ASPPM 9202**
Hot Mix Cold Lay Type D SAC B TX DOT ITEM #334 To reach 95% Lab Density	Ton	Central Maintenance Facility Road and Bridge 3151 SE Inner Loop Georgetown, Tx 78626	$ 115.00		$ 135.00			
Hot Mix Cold Lay Black Base Type B TX DOT ITEM #334 To reach 95% Lab Density	Ton	Central Maintenance Facility Road and Bridge 3151 SE Inner Loop Georgetown, Tx 78626	$ 115.00		$ 135.00			

Minimum Order Quantities
Item 340- Hot Mix Asphalt Concrete Pavement Mixes (Type B, Type C, Type D)- 200 Tons
Item 334- Hot Mix Cold Lay (Type B & Type D) - Minimums are Not Applicable

Commissioners Court - Regular Session **42.**

Meeting Date: 07/19/2022

Award of IFB #22IFB126 Future County Rd Between CR404 and FM973 to Chasco Constructors Ltd, LLP for HNTB

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 awarding IFB #22IFB126 Future County Road Between CR 404 and FM 973 to the lowest and best bidder, Chasco Constructors Ltd, LLP, in the amount of $11,289,929.00 and authorizing the execution of the agreement. Funding Source is P390F.

Background

Williamson County sent out over five thousand (5,000) notifications with one hundred five (105) document takers and ten (10) submitting bids. The bids have been reviewed and the apparent low bidder, Chasco Constructors, was found to be responsive and materially balanced. Their lowest bid of $11,289,929.00 was 11.30% lower than the Engineers Estimate. The bidding was competitive with the lowest two bidders being within 2.9% of each other. nIn addition to meeting the bid qualifications subject to being low bidder, Chasco Constructors has successfully completed previous projects for Williamson County. Based on quality of work performed by the contractor and favorable working relationship with the county and its representatives, HNTB recommends award of the Future County Road Between CR 404 and FM 973 22IFB126 construction contract to Chasco Constructors Ltd, LLP. Funding Source is P390F. Point of contact is Danette Chamberlin.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Award Recommendation

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	07/14/2022 06:14 AM
County Judge Exec Asst.	Becky Pruitt	07/14/2022 10:23 AM
Form Started By: Gretchen Glenn		Started On: 07/13/2022 09:46 AM
Final Approval Date: 07/14/2022		

HNTB Corporation
The HNTB Companies
Engineers Architects Planners

101 E. Old Settlers Blvd
Suite 225
Round Rock, TX 78664

Telephone (512) 744-9082
www.hntb.com

July 12, 2022

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

Attention: Kerstin Hancock
Deputy Purchasing Agent

Re: Williamson County Road Bond Program
Future County Road Between CR 404 to FM 973
Williamson County Project No. 22IFB126
Recommendation of Contractor Award

Dear Ms. Hancock,

Please find attached the bid tabulation for the subject-referenced project. The bids have been reviewed and the apparent low bid (Chasco Constructors) was found to be responsive and materially balanced. Following is a summary of the bid totals:

1.	Chasco Constructors, Ltd., LLP.	$11,289,929.00
2.	Jordan Foster Construction, LLC	$11,615,661.45
3.	James Construction Group, LLC	$11,638,672.54
4.	Austin Bridge & Road, L.P.	$12,597,234.19
5.	Cash Construction Company	$12,948,579.00
6.	Capital Excavation Company	$13,199,040.10
7.	Austin Engineering Company	$13,563,234.03
8.	Texas Road, LLC	$14,192,005.55
9.	Joe Bland Construction	$15,317,922.35
10.	Hunter Industries	$15,548,016.72

The lowest bidder was 11.30% lower than the Engineers Estimate. The bidding was competitive with the lowest two bidders being within 2.9% of each other.

In addition to meeting the bid qualifications subject to being low bidder, Chasco Constructors has successfully completed previous projects for Williamson County including the Inner Loop Safety Improvements, CR 110 South, the Bartlett Cotrell Street project, and the Thrall S. Bounds Street project. Based on the quality of work performed by the Contractor and favorable working relationship with the County and its Representatives, we recommend award of the Future

County Road Between CR 404 to FM 973 construction contract to Chasco Constructors in the amount of $11,289,929.00.

Please feel free to contact our office with any questions.

Respectfully Submitted,

HNTB Corporation

Kate Wilder, P.E.

VIA E-MAIL

Attachments: Bid Tabulation Analysis, Engineer's Letter of Recommendation, Form 1295

Cc: Judge Gravell, Williamson County Judge
Commissioner Cook, Williamson County, Pct. 1
Commissioner Long, Williamson County, Pct. 2
Commissioner Covey, Williamson County, Pct. 3
Commissioner Boles, Williamson County, Pct. 4
Robert B. Daigh, Williamson County
Terron Evertson, Williamson County
Mike Weaver, HNTB Corporation
Richard Ridings, HNTB Corporation

Williamson County Road Bond Program
Future County Rd Between CR 404 to FM 973
July 12, 2022

Bid Comparison

Bidder	Bid Amount	Rank	Difference from Engineer's Estimate ($)	Difference from Engineer's Estimate (%)	Difference from Low Bid ($)	Difference from Low Bid (%)
Chasco Constructors, Ltd., LLP.	$ 11,289,929.00	1	($1,438,334.22)	-11.3%	$ -	0.0%
Jordan Foster Construction, LLC	$ 11,615,661.45	2	($1,112,601.77)	-8.7%	$ 325,732.45	2.9%
James Construction Group, LLC	$ 11,638,672.54	3	($1,089,590.68)	-8.6%	$ 348,743.54	3.1%
Austin Bridge & Road, L.P.	$ 12,597,234.19	4	($131,029.03)	-1.0%	$ 1,307,305.19	11.6%
Cash Construction Company	$ 12,948,579.00	5	$220,315.78	1.7%	$ 1,658,650.00	14.7%
Capital Excavation Company	$ 13,199,040.10	6	$470,776.88	3.7%	$ 1,909,111.10	16.9%
Austin Engineering Company	$ 13,563,234.03	7	$834,970.81	6.6%	$ 2,273,305.03	20.1%
Texas Road, LLC	$ 14,192,005.55	8	$1,463,742.33	11.5%	$ 2,902,076.55	25.7%
Joe Bland Construction	$ 15,317,922.35	9	$2,589,659.13	20.3%	$ 4,027,993.35	35.7%
Hunter Industries	$ 15,548,016.72	10	$2,819,753.50	22.2%	$ 4,258,087.72	37.7%

Williamson County Road Bond Program
Future County Rd Between CR 404 to FM 973
July 12, 2022

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Engineer's Estimate		Chasco Constructors, Ltd., LLP.		Jordan Foster Construction, LLC		James Construction Group, LLC		Austin Bridge & Road, L.P.		Cash Construction Company		Capital Excavation Company		Austin Engineering Company		Texas Road, LLC		Joe Bland Construction		Hunter Industries	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
1	100-6002	PREPARING ROW	80.62	STA	$ 3,000.00	$ 241,860.00	$ 3,000.00	$ 241,860.00	$ 7,000.00	$ 564,340.00	$ 1,435.88	$ 115,760.65	$ 11,406.57	$ 919,597.67	$ 7,450.00	$ 600,619.00	$ 2,320.00	$ 187,038.40	$ 2,054.00	$ 165,593.48	$ 3,750.00	$ 302,325.00	$ 2,953.00	$ 238,070.86	$ 16,658.40	$ 1,343,000.21
2	103-6001	DISPOSAL OF WATER WELLS	2	EA	$ 2,200.00	$ 4,400.00	$ 7,000.00	$ 14,000.00	$ 4,500.00	$ 9,000.00	$ 2,500.00	$ 5,000.00	$ 10,000.00	$ 20,000.00	$ 3,500.00	$ 7,000.00	$ 16,000.00	$ 32,000.00	$ 20,000.00	$ 40,000.00	$ 5,000.00	$ 10,000.00	$ 39,260.00	$ 78,520.00	$ 15,000.00	$ 30,000.00
3	105-6045	REMOVING STAB BASE AND ASPH PAV (2"-8")	6,524	SY	$ 10.00	$ 65,240.00	$ 2.00	$ 13,048.00	$ 3.60	$ 23,486.40	$ 3.03	$ 19,767.72	$ 3.86	$ 25,182.64	$ 2.00	$ 13,048.00	$ 1.35	$ 8,807.40	$ 1.20	$ 7,828.80	$ 2.50	$ 16,310.00	$ 5.00	$ 32,620.00	$ 6.00	$ 39,144.00
4	110-6001	EXCAVATION (ROADWAY)	64,310	CY	$ 10.00	$ 643,100.00	$ 7.50	$ 482,325.00	$ 7.75	$ 498,402.50	$ 17.71	$ 1,138,930.10	$ 10.00	$ 643,100.00	$ 17.00	$ 1,093,270.00	$ 16.00	$ 1,028,960.00	$ 21.00	$ 1,350,510.00	$ 20.00	$ 1,286,200.00	$ 31.00	$ 1,993,610.00	$ 25.00	$ 1,607,750.00
5	132-6047	EMBANKMENT (FINAL) (ORD COMP) (TY C1)	13,469	CY	$ 30.00	$ 404,070.00	$ 38.00	$ 511,822.00	$ 31.00	$ 417,539.00	$ 11.25	$ 151,526.25	$ 35.00	$ 471,415.00	$ 40.00	$ 538,760.00	$ 34.85	$ 469,394.65	$ 14.00	$ 188,566.00	$ 18.00	$ 242,442.00	$ 42.00	$ 565,698.00	$ 33.50	$ 451,211.50
6	160-WC01	FURNISHING AND PLACING TOPSOIL (4")	44,653	SY	$ 8.00	$ 357,224.00	$ 1.00	$ 44,653.00	$ 1.40	$ 62,514.20	$ 1.69	$ 75,463.57	$ 0.84	$ 37,508.52	$ 1.00	$ 44,653.00	$ 2.50	$ 111,632.50	$ 1.50	$ 66,979.50	$ 2.00	$ 89,306.00	$ 2.00	$ 89,306.00	$ 1.20	$ 53,583.60
7	161-WC001	EROSION CONTROL COMPOST (3")	11,163	SY	$ 5.00	$ 55,815.00	$ 4.00	$ 44,652.00	$ 2.76	$ 30,809.88	$ 2.50	$ 27,907.50	$ 5.00	$ 55,815.00	$ 7.00	$ 78,141.00	$ 4.00	$ 44,652.00	$ 4.00	$ 44,652.00	$ 4.75	$ 53,024.25	$ 15.00	$ 167,445.00	$ 4.49	$ 50,121.87
8	162-WC103	MULCH TOPDRESSING (5")	11,163	SY	$ 8.00	$ 89,304.00	$ 4.50	$ 50,233.50	$ 3.35	$ 37,396.05	$ 4.50	$ 50,233.50	$ 8.00	$ 89,304.00	$ 9.00	$ 100,467.00	$ 4.50	$ 50,233.50	$ 1.00	$ 11,163.00	$ 5.25	$ 58,605.75	$ 14.00	$ 156,282.00	$ 6.61	$ 73,787.43
9	164-WC04	SEEDING FOR EROSION CONTROL (TEMP)(COOL)(TY 4)	22,327	SY	$ 1.50	$ 33,490.50	$ 0.30	$ 6,698.10	$ 0.42	$ 9,377.34	$ 0.30	$ 6,698.10	$ 0.23	$ 5,135.21	$ 0.50	$ 11,163.50	$ 0.40	$ 8,930.80	$ 0.85	$ 18,977.95	$ 0.45	$ 10,047.15	$ 0.73	$ 16,298.71	$ 0.26	$ 5,805.02
10	164-WC11	SEEDING FOR EROSION CONTROL (PERM)(TY 11)	66,979	SY	$ 1.00	$ 66,979.00	$ 0.35	$ 23,442.65	$ 0.42	$ 28,131.18	$ 0.30	$ 20,093.70	$ 0.27	$ 18,084.33	$ 0.50	$ 33,489.50	$ 0.38	$ 25,452.02	$ 0.75	$ 50,234.25	$ 0.45	$ 30,140.55	$ 1.00	$ 66,979.00	$ 0.31	$ 20,763.49
11	166-6002	FERTILIZER	2.89	TON	$ 2,000.00	$ 5,780.00	$ 2,300.00	$ 6,647.00	$ 1,680.00	$ 4,855.20	$ 2,500.00	$ 7,225.00	$ 2,500.00	$ 7,225.00	$ 2,700.00	$ 7,803.00	$ 1,500.00	$ 4,335.00	$ 5,417.00	$ 15,655.13	$ 1,200.00	$ 3,468.00	$ 3,518.50	$ 10,168.47	$ 3,451.07	$ 9,973.59
12	168-WC01	VEGETATIVE WATERING	1,563	MG	$ 30.00	$ 46,890.00	$ 27.00	$ 42,201.00	$ 27.00	$ 42,201.00	$ 33.80	$ 52,829.40	$ 20.00	$ 31,260.00	$ 16.00	$ 25,008.00	$ 40.55	$ 63,379.65	$ 11.00	$ 17,193.00	$ 30.00	$ 46,890.00	$ 52.00	$ 81,276.00	$ 24.00	$ 37,512.00
13	247-6044	FL BS (CMP IN PLC)(TY A GR 4)(FNAL POS)	24,151	CY	$ 70.00	$ 1,690,570.00	$ 49.00	$ 1,183,399.00	$ 49.50	$ 1,195,474.50	$ 60.53	$ 1,461,860.03	$ 56.27	$ 1,358,976.77	$ 62.00	$ 1,497,362.00	$ 60.00	$ 1,449,060.00	$ 71.50	$ 1,726,796.50	$ 64.00	$ 1,545,664.00	$ 75.00	$ 1,811,325.00	$ 72.00	$ 1,738,872.00
14	260-6002	LIME (HYDRATED LIME (SLURRY))	1,324	TON	$ 225.00	$ 297,900.00	$ 300.00	$ 397,200.00	$ 230.00	$ 304,520.00	$ 285.76	$ 378,346.24	$ 214.38	$ 283,839.12	$ 275.00	$ 364,100.00	$ 250.00	$ 331,000.00	$ 242.00	$ 320,408.00	$ 260.00	$ 344,240.00	$ 280.00	$ 370,720.00	$ 245.00	$ 324,380.00
15	260-6009	LIME TRT (EXST MATL)(10")	59,239	SY	$ 4.00	$ 236,956.00	$ 3.25	$ 192,526.75	$ 3.95	$ 233,994.05	$ 4.91	$ 290,863.49	$ 5.15	$ 305,080.85	$ 3.00	$ 177,717.00	$ 6.62	$ 392,162.18	$ 6.45	$ 382,091.55	$ 9.00	$ 533,151.00	$ 10.25	$ 607,199.75	$ 3.75	$ 222,146.25
16	310-6001	PRIME COAT (MULTI OPTION)	10,665	GAL	$ 4.00	$ 42,660.00	$ 5.25	$ 55,991.25	$ 5.10	$ 54,391.50	$ 5.00	$ 53,325.00	$ 4.61	$ 49,165.65	$ 5.00	$ 53,325.00	$ 5.05	$ 53,858.25	$ 6.00	$ 63,990.00	$ 7.00	$ 74,655.00	$ 6.25	$ 66,656.25	$ 5.00	$ 53,325.00
17	316-6193	AGGR(TY-D GR-5 SAC-B)	326	CY	$ 150.00	$ 48,900.00	$ 105.00	$ 34,230.00	$ 105.00	$ 34,230.00	$ 100.00	$ 32,600.00	$ 118.00	$ 38,468.00	$ 110.00	$ 35,860.00	$ 101.00	$ 32,926.00	$ 203.00	$ 66,178.00	$ 230.00	$ 74,980.00	$ 123.55	$ 40,277.30	$ 119.00	$ 38,794.00
18	316-6413	ASPH(AC-15P, HFRS-2P OR CRS-2P)	13,340	GAL	$ 4.00	$ 53,360.00	$ 6.75	$ 90,045.00	$ 6.55	$ 87,377.00	$ 6.50	$ 86,710.00	$ 3.82	$ 50,958.80	$ 7.00	$ 93,380.00	$ 6.55	$ 87,377.00	$ 4.90	$ 65,366.00	$ 5.50	$ 73,370.00	$ 8.00	$ 106,720.00	$ 5.00	$ 66,700.00
19	354-6002	PLAN & TEXT ASPH CONC PAV(0" TO 2")	522	SY	$ 1.80	$ 939.60	$ 17.50	$ 9,135.00	$ 26.00	$ 13,572.00	$ 12.51	$ 6,530.22	$ 15.40	$ 8,038.80	$ 20.00	$ 10,440.00	$ 17.10	$ 8,926.20	$ 18.00	$ 9,396.00	$ 19.00	$ 9,918.00	$ 19.07	$ 9,954.54	$ 4.00	$ 2,088.00
20	400-6001	STRUCT EXCAV	144	CY	$ 100.00	$ 14,400.00	$ 5.00	$ 720.00	$ 38.00	$ 5,472.00	$ 23.32	$ 3,358.08	$ 15.94	$ 2,295.36	$ 15.00	$ 2,160.00	$ 4.75	$ 684.00	$ 122.00	$ 17,568.00	$ 170.00	$ 24,480.00	$ 47.50	$ 6,840.00	$ 23.00	$ 3,312.00
21	400-6005	CEM STABIL BKFL	1,170	CY	$ 200.00	$ 234,000.00	$ 185.00	$ 216,450.00	$ 185.00	$ 216,450.00	$ 173.37	$ 202,842.90	$ 180.00	$ 210,600.00	$ 180.00	$ 210,600.00	$ 260.00	$ 304,200.00	$ 181.00	$ 211,770.00	$ 150.00	$ 175,500.00	$ 204.50	$ 239,265.00	$ 300.00	$ 351,000.00
22	416-6001	DRILL SHALF (18 IN)	360	LF	$ 150.00	$ 54,000.00	$ 120.00	$ 43,200.00	$ 102.00	$ 36,720.00	$ 90.70	$ 32,652.00	$ 88.25	$ 31,770.00	$ 130.00	$ 46,800.00	$ 135.00	$ 48,600.00	$ 147.00	$ 52,920.00	$ 160.00	$ 57,600.00	$ 143.00	$ 51,480.00	$ 175.00	$ 63,000.00
23	416-6004	DRILL SHAFT (36 IN)	3,015.0	LF	$ 300.00	$ 904,500.00	$ 230.00	$ 693,450.00	$ 217.50	$ 655,762.50	$ 204.22	$ 615,723.30	$ 187.50	$ 565,312.50	$ 260.00	$ 783,900.00	$ 250.00	$ 753,750.00	$ 290.00	$ 874,350.00	$ 300.00	$ 904,500.00	$ 283.00	$ 853,245.00	$ 325.00	$ 979,875.00
24	420-6013	CL C CONC (ABUT)	129.4	LF	$ 1,100.00	$ 142,340.00	$ 1,000.00	$ 129,400.00	$ 1,060.00	$ 137,164.00	$ 1,233.13	$ 159,567.02	$ 1,150.00	$ 148,810.00	$ 1,150.00	$ 148,810.00	$ 1,200.00	$ 155,280.00	$ 1,325.00	$ 171,455.00	$ 1,400.00	$ 181,160.00	$ 1,137.50	$ 147,192.50	$ 1,200.00	$ 155,280.00
25	420-6029	CL C CONC (CAP)	320.6	CY	$ 1,200.00	$ 384,720.00	$ 1,150.00	$ 368,690.00	$ 1,200.00	$ 384,720.00	$ 926.52	$ 297,042.31	$ 1,150.00	$ 368,690.00	$ 1,200.00	$ 384,720.00	$ 1,410.00	$ 452,046.00	$ 1,342.00	$ 430,245.20	$ 1,100.00	$ 352,660.00	$ 1,355.00	$ 434,413.00	$ 1,250.00	$ 400,750.00
26	420-6037	CL CONC (COLUMN)	53.3	CY	$ 1,100.00	$ 58,630.00	$ 1,750.00	$ 93,275.00	$ 1,425.00	$ 75,952.50	$ 1,407.46	$ 75,017.62	$ 2,000.00	$ 106,600.00	$ 1,100.00	$ 58,630.00	$ 1,940.00	$ 103,402.00	$ 1,229.00	$ 65,505.70	$ 1,800.00	$ 95,940.00	$ 1,240.50	$ 66,118.65	$ 1,500.00	$ 79,950.00
27	422-6001	REINF CONC SLAB	57,400	SF	$ 18.00	$ 1,033,200.00	$ 20.00	$ 1,148,000.00	$ 21.00	$ 1,205,400.00	$ 24.61	$ 1,412,614.00	$ 20.60	$ 1,182,440.00	$ 21.00	$ 1,205,400.00	$ 19.00	$ 1,090,600.00	$ 23.00	$ 1,320,200.00	$ 23.00	$ 1,320,200.00	$ 23.25	$ 1,334,550.00	$ 22.00	$ 1,262,800.00
28	422-6015	APPROACH SLAB	289.2	CY	$ 600.00	$ 173,520.00	$ 625.00	$ 180,750.00	$ 475.00	$ 137,370.00	$ 725.57	$ 209,834.84	$ 635.17	$ 183,691.16	$ 645.00	$ 186,534.00	$ 990.00	$ 286,308.00	$ 711.00	$ 205,621.20	$ 640.00	$ 185,088.00	$ 718.25	$ 207,717.90	$ 850.00	$ 245,820.00
29	425-6038	PRESTR CONC GIRDER (TX46)	7,342.2	LF	$ 200.00	$ 1,468,440.00	$ 190.00	$ 1,395,018.00	$ 170.00	$ 1,248,174.00	$ 229.14	$ 1,682,391.71	$ 180.00	$ 1,321,596.00	$ 215.00	$ 1,578,573.00	$ 188.00	$ 1,380,333.60	$ 236.00	$ 1,732,759.20	$ 210.00	$ 1,541,862.00	$ 234.75	$ 1,723,581.45	$ 165.00	$ 1,211,463.00
30	432-6001	RIPRAP (CONC)(4 IN)	100	CY	$ 430.00	$ 43,000.00	$ 635.00	$ 63,500.00	$ 535.00	$ 53,500.00	$ 453.14	$ 45,314.00	$ 543.71	$ 54,371.00	$ 750.00	$ 75,000.00	$ 670.00	$ 67,000.00	$ 682.00	$ 68,200.00	$ 640.00	$ 64,000.00	$ 1,372.50	$ 137,250.00	$ 700.00	$ 70,000.00
31	432-6002	RIPRAP (CONC)(5 IN)	90	CY	$ 500.00	$ 45,000.00	$ 535.00	$ 48,150.00	$ 625.00	$ 56,250.00	$ 632.71	$ 56,943.90	$ 565.45	$ 50,890.50	$ 595.00	$ 53,550.00	$ 670.00	$ 60,300.00	$ 542.00	$ 48,780.00	$ 560.00	$ 50,400.00	$ 481.00	$ 43,290.00	$ 650.00	$ 58,500.00
32	432-6031	RIPRAP (STONE PROTECT)(12 IN)	73	CY	$ 220.00	$ 16,060.00	$ 160.00	$ 11,680.00	$ 250.00	$ 18,250.00	$ 195.00	$ 14,235.00	$ 291.45	$ 21,275.85	$ 335.00	$ 24,455.00	$ 242.00	$ 17,666.00	$ 138.00	$ 10,074.00	$ 230.00	$ 16,790.00	$ 270.00	$ 19,710.00	$ 150.00	$ 10,950.00
33	432-6045	RIPRAP (MOW STRIP)(4 IN)	32	CY	$ 525.00	$ 16,800.00	$ 675.00	$ 21,600.00	$ 615.00	$ 19,680.00	$ 728.73	$ 23,319.36	$ 550.43	$ 17,613.76	$ 895.00	$ 28,640.00	$ 820.00	$ 26,240.00	$ 989.00	$ 31,648.00	$ 790.00	$ 25,280.00	$ 671.50	$ 21,488.00	$ 800.00	$ 25,600.00
34	450-6004	RAIL (TY T221)	1,740	LF	$ 135.00	$ 234,900.00	$ 73.00	$ 127,020.00	$ 70.50	$ 122,670.00	$ 88.80	$ 154,512.00	$ 72.11	$ 125,471.40	$ 84.00	$ 146,160.00	$ 77.50	$ 134,850.00	$ 93.00	$ 161,820.00	$ 190.00	$ 330,600.00	$ 89.00	$ 154,860.00	$ 80.38	$ 139,861.20
35	454-6018	SEALED EXPANSION JOINT (4 IN)(SEJ - M)	485	LF	$ 130.00	$ 63,050.00	$ 170.00	$ 82,450.00	$ 182.00	$ 88,270.00	$ 181.93	$ 88,236.05	$ 189.93	$ 92,116.05	$ 205.00	$ 99,425.00	$ 204.00	$ 98,940.00	$ 226.00	$ 109,610.00	$ 250.00	$ 121,250.00	$ 222.77	$ 108,043.45	$ 194.69	$ 94,424.65
36	464-6017	RC PIPE (CL IV)(18 IN)	93	LF	$ 85.00	$ 7,905.00	$ 80.00	$ 7,440.00	$ 170.00	$ 15,810.00	$ 122.26	$ 11,370.18	$ 96.41	$ 8,966.13	$ 85.00	$ 7,905.00	$ 133.00	$ 12,369.00	$ 147.00	$ 13,671.00	$ 120.00	$ 11,160.00	$ 101.00	$ 9,393.00	$ 94.85	$ 8,821.05
37	464-6020	RC PIPE (CL IV)(36 IN)	96	LF	$ 145.00	$ 13,920.00	$ 180.00	$ 17,280.00	$ 272.00	$ 26,112.00	$ 230.96	$ 22,172.16	$ 227.92	$ 21,880.32	$ 195.00	$ 18,720.00	$ 234.00	$ 22,464.00	$ 159.00	$ 15,264.00	$ 240.00	$ 23,040.00	$ 252.00	$ 24,192.00	$ 222.59	$ 21,368.64
38	467-6173	SET (TY I)(S = 5 FT)(HW=3FT)(6:1)(C)	2	EA	$ 12,000.00	$ 24,000.00	$ 3,000.00	$ 6,000.00	$ 0.01	$ 0.02	$ 6,341.50	$ 12,683.00	$ 7,201.02	$ 14,402.04	$ 9,500.00	$ 19,000.00	$ 7,300.00	$ 14,600.00	$ 11,166.00	$ 22,332.00	$ 2,300.00	$ 4,600.00	$ 13,171.00	$ 26,342.00	$ 9,000.00	$ 18,000.00
39	467-6363	SET (TY II)(18 IN)(RCP)(6:1)(P)	2	EA	$ 1,250.00	$ 2,500.00	$ 1,950.00	$ 3,900.00	$ 2,000.00	$ 4,000.00	$ 2,049.84	$ 4,099.68	$ 1,479.21	$ 2,958.42	$ 3,000.00	$ 6,000.00	$ 1,950.00	$ 3,900.00	$ 1,493.00	$ 2,986.00	$ 2,600.00	$ 5,200.00	$ 1,385.00	$ 2,770.00	$ 4,500.00	$ 9,000.00
40	467-6454	SET (TY II)(36 IN)(RCP)(6:1)(P)	2	EA	$ 5,000.00	$ 10,000.00	$ 6,800.00	$ 13,600.00	$ 5,100.00	$ 10,200.00	$ 4,616.21	$ 9,232.42	$ 2,200.91	$ 4,401.82	$ 6,000.00	$ 12,000.00	$ 4,260.00	$ 8,520.00	$ 5,091.00	$ 10,182.00	$ 5,000.00	$ 10,000.00	$ 7,794.00	$ 15,588.00	$ 6,000.00	$ 12,000.00
41	500-6001	MOBILIZATION	1	LS	$ 1,126,802.57	$ 1,126,802.57	$ 667,244.00	$ 667,244.00	$ 950,000.00	$ 950,000.00	$ -	$ -	$ 1,247,126.23	$ 1,247,126.23	$ 150,000.00	$ 150,000.00	$ 1,000,000.00	$ 1,000,000.00	$ 228,036.00	$ 228,036.00	$ 520,000.00	$ 520,000.00	$ 500,000.00	$ 500,000.00	$ 1,321,382.48	$ 1,321,382.48
42	502-6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	18	MO	$ 7,500.00	$ 135,000.00	$ 1,500.00	$ 27,000.00	$ 1,500.00	$ 27,000.00	$ 2,134.00	$ 38,412.00	$ 656.67	$ 11,820.06	$ 6,500.00	$ 117,000.00	$ 6,400.00	$ 115,200.00	$ 1,070.00	$ 19,260.00	$ 350.00	$ 6,300.00	$ 2,440.00	$ 43,920.00	$ 5,000.00	$ 90,000.00
43	506-6003	ROCK FILTER DAMS (INSTALL) (TY 3)	940	LF	$ 60.00	$ 56,400.00	$ 55.00	$ 51,700.00	$ 54.00	$ 50,760.00	$ 50.00	$ 47,000.00	$ 79.00	$ 74,260.00	$ 60.00	$ 56,400.00	$ 50.00	$ 47,000.00	$ 29.00	$ 27,260.00	$ 67.00	$ 62,980.00	$ 79.00	$ 74,260.00	$ 90.88	$ 85,427.20
44	506-6011	ROCK FILTER DAMS (REMOVE)	940	LF	$ 12.00	$ 11,280.00	$ 4.50	$ 4,230.00	$ 12.00	$ 11,280.00	$ 45.00	$ 42,300.00	$ 12.00	$ 11,280.00	$ 40.00	$ 37,600.00	$ 11.00	$ 10,340.00	$ 19.00	$ 17,860.00	$ 13.00	$ 12,220.00	$ 18.50	$ 17,390.00	$ 13.80	$ 12,972.00
45	506-6020	CONSTRUCTION EXITS (INSTALL) (TY 1)	312	SY	$ 25.00	$ 7,800.00	$ 15.00	$ 4,680.00	$ 6.35	$ 1,981.20	$ 25.00	$ 7,800.00	$ 29.00	$ 9,048.00	$ 30.00	$ 9,360.00	$ 6.00	$ 1,872.00	$ 18.00	$ 5,616.00	$ 5.00	$ 1,560.00	$ 19.00	$ 5,928.00	$ 33.36	$ 10,408.32
46	506-6024	CONSTRUCTION EXITS (REMOVE)	312	SY	$ 8.00	$ 2,496.00	$ 3.00	$ 936.00	$ 1.60	$ 499.20	$ 20.00	$ 6,240.00	$ 2.00	$ 624.00	$ 10.00	$ 3,120.00	$ 1.50	$ 468.00	$ 9.00	$ 2,808.00	$ 1.80	$ 561.60	$ 9.50	$ 2,964.00	$ 2.30	$ 717.60
47	506-6038	TEMP SEDMT CONT FENCE (INSTALL)	945	LF	$ 3.50	$ 3,307.50	$ 3.00	$ 2,835.00	$ 3.10	$ 2,929.50	$ 4.00	$ 3,780.00	$ 3.35	$ 3,165.75	$ 4.50	$ 4,252.50	$ 2.90	$ 2,740.50	$ 4.75	$ 4,488.75	$ 4.00	$ 3,780.00	$ 3.75	$ 3,543.75	$ 3.85	$ 3,638.25
48	506-6039	TEMP SEDMT CONT FENCE (REMOVE)	945	LF	$ 1.00	$ 945.00	$ 0.25	$ 236.25	$ 1.60	$ 1,512.00	$ 1.00	$ 945.00	$ 1.00	$ 945.00	$ 0.50	$ 472.50	$ 1.50	$ 1,417.50	$ 3.00	$ 2,835.00	$ 1.80	$ 1,701.00	$ 0.75	$ 708.75	$ 1.15	$ 1,086.75
49	512-6009	PORT CTB (FUR & INST)(LOW PROF)(TY 1)	340	LF	$ 40.00	$ 13,600.00	$ 18.00	$ 6,120.00	$ 15.00	$ 5,100.00	$ 12.98	$ 4,413.20	$ 58.81	$ 19,995.40	$ 45.00	$ 15,300.00	$ 25.20	$ 8,568.00	$ 70.00	$ 23,800.00	$ 28.00	$ 9,520.00	$ 127.00	$ 43,180.00	$ 35.80	$ 12,172.00
50	512-6057	PORT CTB (REMOVE)(LOW PROF)(TY 1)	340	LF	$ 8.00	$ 2,720.00	$ 18.00	$ 6,120.00	$ 11.00	$ 3,740.00	$ 13.61	$ 4,627.40	$ 27.41	$ 9,319.40	$ 8.00	$ 2,720.00	$ 25.20	$ 8,568.00	$ 11.00	$ 3,740.00	$ 27.00	$ 9,180.00	$ 32.50	$ 11,050.00	$ 18.05	$ 6,137.00
51	512-6058	PORT CTB (REMOVE)(LOW PROF)(TY 2)	40	LF	$ 10.00	$ 400.00	$ 18.00	$ 720.00	$ 32.00	$ 1,280.00	$ 24.28	$ 971.20	$ 29.28	$ 1,171.20	$ 8.00	$ 320.00	$ 25.20	$ 1,008.00	$ 17.00	$ 680.00	$ 27.00	$ 1,080.00	$ 147.00	$ 5,880.00	$ 67.47	$ 2,698.80
52	530-6005	DRIVEWAYS (ACP)	203	SY	$ 60.00	$ 12,180.00	$ 75.00	$ 15,225.00	$ 75.00	$ 15,225.00	$ 90.66	$ 18,403.98	$ 59.49	$ 12,076.47	$ 65.00	$ 13,195.00	$ 133.00	$ 26,999.00	$ 46.00	$ 9,338.00	$ 93.00	$ 18,879.00	$ 38.50	$ 7,815.50	$ 52.00	$ 10,556.00
53	540-6001	MTL W-BEAM GD FEN (TIM POST)	100	LF	$ 28.00	$ 2,800.00	$ 40.00	$ 4,000.00	$ 39.00	$ 3,900.00	$ 27.00	$ 2,700.00	$ 31.55	$ 3,155.00	$ 45.00	$ 4,500.00	$ 32.35	$ 3,235.00	$ 36.00	$ 3,600.00	$ 46.00	$ 4,600.00	$ 43.75	$ 4,375.00	$ 36.29	$ 3,629.00
54	540-6006	MTL BEAM GD FEN TRANS (THRIE-BE AM)	4	EA	$ 2,200.00	$ 8,800.00	$ 2,100.00	$ 8,400.00	$ 2,100.00	$ 8,400.00	$ 2,021.46	$ 8,085.84	$ 2,005.00	$ 8,020.00	$ 2,300.00	$ 9,200.00	$ 2,060.00	$ 8,240.00	$ 1,736.00	$ 6,944.00	$ 2,500.00	$ 10,000.00	$ 2,870.00	$ 11,480.00	$ 2,306.47	$ 9,225.88
55	544-6001	GUARDRAIL END TREATMENT (INSTALL)	4	EA	$ 3,300.00	$ 13,200.00	$ 3,500.00	$ 14,000.00	$ 3,500.00	$ 14,000.00	$ 3,620.91	$ 14,483.64	$ 3,155.00	$ 12,620.00	$ 3,800.00	$ 15,200.00	$ 3,240.00	$ 12,960.00	$ 4,050.00	$ 16,200.00	$ 4,200.00	$ 16,800.00	$ 5,166.00	$ 20,664.00	$ 3,629.38	$ 14,517.52
56	560-6001	MAILBOX INSTALL-S (TWG-POST) TY 1	1	EA	$ 230.00	$ 230.00	$ 550.00	$ 550.00	$ 160.00	$ 160.00	$ 255.24	$ 255.24	$ 500.00	$ 500.00	$ 400.00	$ 400.00	$ 159.00	$ 159.00	$ 179.00	$ 179.00	$ 190.00	$ 190.00	$ 178.00	$ 178.00	$ 201.31	$ 201.31
57	644-6028	IN SM RD SN SUP&AM TYS80(1)SA(P-BM)	1	EA	$ 900.00	$ 900.00	$ 1,200.00	$ 1,200.00	$ 940.00	$ 940.00	$ 895.00	$ 895.00	$ 1,295.87	$ 1,295.87	$ 1,200.00	$ 1,200.00	$ 1,230.00	$ 1,230.00	$ 1,388.00	$ 1,388.00	$ 1,500.00	$ 1,500.00	$ 1,378.00	$ 1,378.00	$ 1,380.43	$ 1,380.43
58	644-6030	IN SM RD SN SUP&AM TYS80(1)SA(T)	2	EA	$ 900.00	$ 1,800.00	$ 1,025.00	$ 2,050.00	$ 895.00	$ 1,790.00	$ 850.00	$ 1,700.00	$ 1,235.35	$ 2,470.70	$ 1,100.00	$ 2,200.00	$ 1,050.00	$ 2,100.00	$ 1,186.00	$ 2,372.00	$ 1,300.00	$ 2,600.00	$ 1,177.00	$ 2,354.00	$ 1,179.11	$ 2,358.22
59	644-6060	IN SM RD SN SUP&AM TYTWT(1)WS(P)	31	EA	$ 420.00	$ 13,020.00	$ 350.00	$ 10,850.00	$ 470.00	$ 14,570.00	$ 450.00	$ 13,950.00	$ 486.91	$ 15,094.21	$ 375.00	$ 11,625.00	$ 360.00	$ 11,160.00	$ 405.00	$ 12,555.00	$ 440.00	$ 13,640.00	$ 402.00	$ 12,462.00	$ 402.62	$ 12,481.22
60	658-6013	INSTL DEL ASSM (D-SW)SZ (BRF)CTB	17	EA	$ 30.00	$ 510.00	$ 21.00	$ 357.00	$ 21.00	$ 357.00	$ 30.00	$ 510.00	$ 22.25	$ 378.25	$ 25.00	$ 425.00	$ 25.65	$ 436.05	$ 29.00	$ 493.00	$ 31.00	$ 527.00	$ 29.00	$ 493.00	$ 28.76	$ 488.92
61	658-6015	INSTL DEL ASSM (D-SW)SZ (BRF)GF1	6	EA	$ 35.00	$ 210.00	$ 21.00	$ 126.00	$ 21.00	$ 126.00	$ 32.00	$ 192.00	$ 22.57	$ 135.42	$ 75.00	$ 450.00	$ 76.90	$ 461.40	$ 87.00	$ 522.00	$ 94.00	$ 564.00	$ 86.00	$ 516.00	$ 86.28	$ 517.68
62	658-6099	INSTL OM ASSM (OM-ZZ)(WFLX)GND	4	EA	$ 100.00	$ 400.00	$ 62.00	$ 248.00	$ 65.00	$ 260.00	$ 65.00	$ 260.00	$ 75.13	$ 300.52	$ 165.00	$ 660.00	$ 159.00	$ 636.00	$ 179.00	$ 716.00	$ 190.00	$ 760.00	$ 178.00	$ 712.00	$ 178.30	$ 713.20
63	662-6092	WK ZN PAV MRK REMOV (W)36"(YLD TRI)	8	EA	$ 40.00	$ 320.00	$ 80.00	$ 640.00	$ 36.00	$ 288.00	$ 35.00	$ 280.00	$ 75.00	$ 600.00	$ 80.00	$ 640.00	$ 35.90	$ 287.20	$ 87.00	$ 696.00	$ 94.00	$ 752.00	$ 86.00	$ 688.00	$ 86.28	$ 690.24
64	666-6030	REFL PAV MRK TY I (W)8"(DOT)(100MIL)	204	LF	$ 0.90	$ 183.60	$ 1.00	$ 204.00	$ 1.25	$ 255.00	$ 1.20	$ 244.80	$ 1.00	$ 204.00	$ 6.50	$

Williamson County Road Bond Program
Future County Rd Between CR 404 to FM 973
July 12, 2022

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Engineer's Estimate		Chasco Constructors, Ltd., LLP.		Jordan Foster Construction, LLC		James Construction Group, LLC		Austin Bridge & Road, L.P.		Cash Construction Company		Capital Excavation Company		Austin Engineering Company		Texas Road, LLC		Joe Bland Construction		Hunter Industries	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
		Addendum Acknowledgement					Y		Y		Y		Y		Y		Y		Y		Y		Y		Y	
		Bid Bond					Y		Y		Y		Y		Y		Y		Y		Y		Y		Y	
		Bidder References (Minimum of Three)					Y		Y		Y		Y		Y		Y		Y		Y		Y		Y	
		Bidders Affidavit					Y		Y		Y		Y		Y		Y		Y		Y		Y		Y	
		Child Support					Y		Y		Y		Y		Y		Y		Y						Y	
		Conflict of Interest Questionnaire					Y		Y		Y		Y		Y		Y		Y		Y		Y		Y	

HNTB Corporation
The HNTB Companies
Infrastructure Solutions

2001 Bryan Street
Suite 1500
Dallas, TX 75201

Telephone (214) 748-8400
hntb.com

Julissa Vasquez
Construction Contracts Administrator
Williamson County Road Bond Program
101 E. Old Settlers Blvd.
Suite 225
Round Rock, TX 78664

July 12, 2022

Re: Future County Road bid review

Dear Julissa,

I have reviewed the bids provided for the Future County Road project.

Chasco Constructors, Ltd., LLP is the apparent low bidder with a bid of $11,289,929.00.

I reviewed their bid for errors and found none. I recommend their selection for this contract.

Please call or email with any questions.

Best regards,

Ryan Lagsding
Project Manager
HNTB Corporation
rlagsding@hntb.com
214-560-5036

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2022-909400

Date Filed:
07/12/2022

Date Acknowledged:

1 **Name of business entity filing form, and the city, state and country of the business entity's place of business.**
Chasco Constructors
ROUND ROCK, TX United States

2 **Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**
Williamson County Texas

3 **Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**
22IFB26
Future County Rd

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
King, Charles	Round Rock, TX United States	X	
Glace Jr., Charles	Round Rock, TX United States	X	

5 **Check only if there is NO Interested Party.** ☐

6 **UNSWORN DECLARATION**

My name is Craig R Hunter, and my date of birth is _____.

My address is _____ (street), _____ (city), _____ (state), _____ (zip code), _____ (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Williamson County, State of Texas, on the 12 day of July (month), 20 22 (year).

Craig R Hunter

Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session **43.**

Meeting Date: 07/19/2022

CR 110 Middle Purchase 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 real estate contract with Nelson Homestead Family Partnership, Ltd. for 8.796 AC of right of way and 0.893 AC for a drainage easement needed on the CR 110 Middle project (Parcel 9M Part 2 and 9M-E Part 2). Funding Source: Road Bonds P261

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	07/14/2022 10:25 AM
Form Started By: Charlie Crossfield		Started On: 07/13/2022 03:39 PM
Final Approval Date: 07/14/2022		

REAL ESTATE CONTRACT

CR 110 Right of Way—Parcels 9M-Part 2 and 9M-E-Part 2

THIS REAL ESTATE CONTRACT ("Contract") is made by NELSON HOMESTEAD FAMILY PARTNERSHIP, LTD., a Texas limited partnership (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

1.01 By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

> All of that certain approximately 8.796 acre (383,171 Sq. Ft.) tract of land in the Henry Millard Survey, Abstract No. 452, and the John McQueen Survey, Abstract No. 426, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 9M-Part 2**); and
>
> Drainage Easement interest in and to all of that certain approximately 0.893 acre (38,878 Sq. Ft.) tract of land in the Henry Millard Survey, Abstract No. 452, and the John McQueen Survey, Abstract No. 452, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "B", attached hereto and incorporated herein (**Parcel 9M-E-Part 2**);

together with all and singular the rights and appurtenances pertaining to such real property (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements situated thereon, for the consideration and upon and subject to the terms, provisions, and conditions set forth below. The Property is out of Seller's land identified as WCAD Parcel Nos. R056318 (286.5581 acres), R056619 (46.66 acres) and R040125 (50 acres) (said real property, save and except Parcels 9M-Part 2 and 9M-E-Part 2, being referred to in this Contract as the "Remainder Property").

1.02 Purchaser is acquiring the Property to use for the expansion of County Road 110 (the "CR 110 Improvements") and the construction of related drainage improvements. In connection therewith and as an antecedent to this Contract, Seller and Purchaser entered into that certain Right of Entry, Possession, Use and Construction Agreement dated April 17, 2018 and recorded under Document No. 2018034321, Real Property Records of Williamson County, Texas ("PUA"). The PUA will remain in effect during the term of this Contract but will terminate upon the occurrence of Closing (as hereinafter defined).

ARTICLE II
CONSIDERATION

Purchase Price

2.01. The Purchase Price for the Property interests described in Exhibits "A-B", any improvements on the Property, and any damage or cost of cure for the Remainder Property as a result of this conveyance (but not damage to the Remainder Property resulting from Purchaser's construction activities upon the Property following Closing) shall be the sum of $536,440.00 for Parcel 9M-Part 2 and the sum of $13,607.00 for Parcel 9M-E-Part 2, for a total Purchase Price for the Property of $550,047.00.

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash at the Closing.

Special Provisions

2.03. As additional consideration for this transaction, Purchaser agrees to accept title to Parcels 9M-Part 2 and 9M-E-Part 2 subject to certain restrictive covenants as set forth in the Deed (as hereinafter defined).

ARTICLE III
CLOSING CONDITIONS

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):

(1) 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.

Conditions to Seller's Obligations

3.02. The obligations of Seller 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 Seller at or prior to the Closing):

(1) Purchaser 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 Purchaser 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 as of the Closing Date, to the best of Seller's current actual knowledge, without inquiry:

(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.

EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN THIS CONTRACT AND THE WARRANTY OF TITLE TO BE SET FORTH AND GIVEN IN THE DEED, SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTEES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO: (1) THE NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (2) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH PURCHASER MAY CONDUCT THEREON, (3) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (4) THE HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, (5) THE PRESENCE OF ANY ENDANGERED OR THREATENED SPECIES OR ENVIRONMENTAL FEATURES ON THE PROPERTY, AS WELL AS THE SUITABILITY OF THE PROPERTY AS HABITAT FOR ANY OF THOSE SPECIES, (6) THE AVAILABILITY OF UTILITY SERVICE TO THE PROPERTY, OR (7) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY. PURCHASER AGREES THAT THE PROPERTY IS TO BE SOLD TO AND ACCEPTED BY PURCHASER AT CLOSING, AS IS, WHERE IS, AND WITH ALL FAULTS, IF ANY. THE DEED DELIVERED AT CLOSING PURSUANT TO THIS CONTRACT WILL CONTAIN LANGUAGE CONFIRMING THE ACKNOWLEDGMENTS AND AGREEMENTS SET FORTH IN THIS PARAGRAPH. PURCHASER ACKNOWLEDGES THAT INCLUSION OF THE FOREGOING DISCLAIMERS AND AS-IS LANGUAGE IS AN ESSENTIAL ELEMENT OF THIS CONTRACT AND A MATERIAL PART OF THE CONSIDERATION FOR SELLER, WITHOUT WHICH SELLER WOULD NOT ENTER INTO THIS CONTRACT.

ARTICLE V
CLOSING

Closing Date

5.01. The Closing shall be held at the office of Texas National Title Company ("Title Company"), on or before August 31, 2022, or at such other time, date, and place as Seller and Purchaser may agree upon (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Special Warranty Deed in the form attached hereto as Exhibit "C" and incorporated herein (the "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 liens and encumbrances but subject to the reservations and exceptions set forth therein.

(2) Deliver to Purchaser a duly executed and acknowledged Drainage Easement in the form attached hereto as Exhibit "D" and incorporated herein (the "Easement"), granting to Williamson County, Texas an easement interest in, on, over, upon, above and across all of the Property described in Exhibit "B", free and clear of any and all liens and encumbrances but subject to the reservations and exceptions set forth therein.

(3) Cause the Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in Purchaser's favor in the full amount of the Purchase Price, insuring fee simple title to the Property described in Exhibit "A" and an easement estate to the Property described in Exhibit "B" and subject only to those title exceptions listed therein or in the Deed or Easement, 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 survey exception shall be deleted at Purchaser's expense (provided that Purchaser furnishes a survey of the Property that is acceptable to the Title Company for such purpose);

(b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and

(c) The exception as to the lien for taxes shall be limited to the year of Closing and shall be endorsed "Not Yet Due and Payable".

(4) Deliver to Purchaser possession of the Property if not previously done per the PUA.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

(a) Pay the Purchase Price to Seller in cash or other immediately available funds.

(b) Deliver to Seller a duly executed and acknowledged counterpart of the Deed and any other documents required to be executed by Purchaser hereunder.

Prorations

5.04. General real estate taxes and any general or special assessments 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 and assessments shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation, and when the actual tax information becomes available, Seller or Purchaser may demand reimbursement from the other party for any excess amount charged to that party at the Closing. Agricultural roll-back taxes, if any, shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

(1) Owner's Title Policy and survey to be paid by Purchaser.

(2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.

(3) All other closing costs shall be paid by Purchaser.

(4) Attorney's fees of the parties paid by each party 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, as its sole and exclusive remedy, either: (1) enforce specific performance of this Contract; or (2) terminate this Contract by written notice to Seller and 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 terminate this Contract by written notice to Purchaser and 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 below 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. Other than the PUA, 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. N/A.

Brokers; Compliance

8.09 Seller and Purchaser each warrant and represent to the other that neither of them has dealt with any agent or broker in connection with the sale and purchase of the Property, and Seller and Purchaser each agree to indemnify and hold the other party harmless from any loss, liability, or expense suffered by the other party by reason of a breach of such warranty and representation. 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. Seller hereby discloses to Purchaser that John C. Nelson, a principal in this transaction by virtue of ownership (directly or indirectly) of one or more partnership interests in Seller, is a licensed Texas real estate broker.

Effective Date

8.10 This Contract shall be effective as of the later of the date it is approved by Williamson County, Texas, which date is indicated beneath the County Judge's signature below, and the date it is approved by Seller, which date is indicated beneath the Seller'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.

Threat of Condemnation; Like-Kind Exchange

8.12 The Property herein is being conveyed to Purchaser under threat of condemnation. This Contract is not assignable by Purchaser except to another entity with the power of condemnation. In connection therewith, Purchaser acknowledges that Seller may complete this transaction as a part of an exchange of like-kind properties in accordance with Section 1033 of the Internal Revenue Code, as amended. Purchaser agrees to provide reasonable cooperation to Seller in facilitating such exchange, which shall include, at Seller's request, (i) reasonably agreeing with Seller on how payments made to Seller hereunder will be categorized for Seller's income tax purposes (e.g., agreement as to which payments are for the acquisition of fee simple title and which are "severance damages" that reduce Seller's basis in the Property) and (ii) furnishing a letter to Seller from an official authorized on behalf of the County confirming that the Property will be condemned if Seller does not voluntarily sell it to Purchaser pursuant to this Contract. All expenses in connection with the contemplated exchange will be paid by Seller; Purchaser will not incur any expense or liability with respect to the exchange except as expressly set forth herein. This Section 8.12 shall survive Closing.

[signature page to follow]

SELLER:

NELSON HOMESTEAD FAMILY PARTNERSHIP, LTD.,
a Texas limited partnership

By: Nelson Homestead Management, LLC,
a Texas limited liability company,
its general partner

By: _____
John C. Nelson, Manager

Date: 7/7/2022

Address:

3404 Glenview Avenue
Austin, Texas 78703

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Name: Bill Gravell, Jr.
Title: County Judge

Date: _____

Address:

710 Main Street, Suite 101
Georgetown, Texas 78626

EXHIBIT A

County: Williamson
Parcel : 9M-PART 2
Highway: County Road 110

PROPERTY DESCRIPTION FOR PARCEL 9M-PART 2

DESCRIPTION OF A 8.796 ACRE (383,171 SQUARE FOOT) TRACT OF LAND SITUATED IN THE HENRY MILLARD SURVEY, ABSTRACT NO. 452 AND THE JOHN McQUEEN SURVEY, ABSTRACT NO. 426 IN WILLIAMSON COUNTY, TEXAS, BEING A PART OF A REMAINDER PORTION OF THAT CALLED 1162.08 ACRE TRACT OF LAND CONVEYED TO NELSON HOMESTEAD FAMILY PARTNERSHIP, LTD. BY INSTRUMENT RECORDED IN DOCUMENT NO. 9824078 (EXHIBIT "A", 3) OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 8.796 ACRE (383,171 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING FOR REFERENCE at a 1/2" iron rod with plastic cap stamped "Forest 1847" found, being a point in the northerly boundary line of said remainder portion of 1162.08 acre tract, also being the southwesterly corner of that called 95.08 acre tract of land conveyed to JCN Family Partnership, L.P. by instrument recorded in Document No. 2005081839 of the Official Public Records of Williamson County, Texas;

THENCE, with the common boundary line of said remainder portion of 1162.08 acre tract and said 95.08 acre tract, N 68°56'42" E for a distance of 1240.34 feet to a 1/2" iron rod with aluminum cap stamped "WILCO ROW" (Grid Coordinates determined as N=10189192.03, E=3150825.97 TxSPC Zone 4203) set 68.00 feet left of proposed County Road (C.R.) 110 Baseline Station 318+41.39, for the northwesterly corner and **POINT OF BEGINNING** of the herein described tract;

1) **THENCE,** continuing with said common boundary line, **N 68°56'42" E** for a distance of **94.66** feet to a MAG nail found in a wood fence post in the existing westerly Right-of-Way (ROW) line of County Road 110 (variable width ROW), for the northeasterly corner of the herein described tract;

2) **THENCE,** with said existing westerly ROW line of County Road 110, same being the easterly boundary line of said remainder portion of 1162.08 acre tract, **S 20°48'46" E** for a distance of **2549.89** feet to a calculated point, same being in the northerly ROW of University Boulevard (variable width ROW), for the southeasterly corner of the herein described tract;

THENCE, with the southerly boundary line of said remainder portion of 1162.08 acre tract and the existing northerly ROW line of said University Boulevard (Chandler Road), the following two (2) courses:

3) **S 23°14'03" W** for a distance of **142.21** feet to a 1/2" iron rod with plastic cap stamped "Baker-Aicklen" found, for an angle point;

4) **S 68°38'49" W** for a distance of **93.06** feet to a 1/2" iron rod with aluminum cap stamped "WILCO ROW" set 175.00 feet left of proposed C.R.110 Baseline Station 291+85.43, for the southwesterly corner of the herein described tract;

THENCE, departing said University Boulevard ROW, through the interior of said remainder portion of the 1162.08 acre tract, the following eight (8) courses:

5) **N 23°35'14" E** for a distance of **105.97** feet to a 1/2" iron rod with aluminum cap stamped "WILCO ROW" set 100.00 feet left of proposed C.R.110 Baseline Station 292+60.30, for an angle point;

6) **N 21°27'52" W** for a distance of **76.91** feet to a 1/2" iron rod with aluminum cap stamped "WILCO ROW" set 100.00 feet left of proposed C.R.110 Baseline Station 293+37.21, for a point of curvature to the left;

7) along said curve to the left, having a delta angle of **03°02'20"**, a radius of **4900.00** feet, an arc length of **259.88** feet and a chord which bears **N 22°59'01" W** for a distance of **259.85** feet to a 1/2" iron rod with aluminum cap stamped "WILCO ROW" set 100.00 feet left of proposed C.R.110 Baseline Station 296+02.40, for a point of non-tangency;

8) **N 17°21'38" W** for a distance of **182.37** feet to a 1/2" iron rod with aluminum cap stamped "WILCO ROW" set 74.00 feet left of proposed C.R.110 Baseline Station 297+86.11, for an angle point;

9) **N 26°36'30" W** for a distance of **406.73** feet to a 1/2" iron rod with aluminum cap stamped "WILCO ROW" set 68.00 feet left of proposed C.R.110 Baseline Station 301+92.89, for a point of curvature to the right;

10) along said curve to the right, having a delta angle of **13°03'48"**, a radius of **5068.00** feet, an arc length of **1155.50** feet and a chord which bears **N 20°04'36" W** for a distance of **1152.99** feet to a 1/2" iron rod with aluminum cap stamped "WILCO ROW" set 68.00 feet left of proposed C.R.110 Baseline Station 313+32.89, for a point of tangency;

11) **N 13°32'42" W** for a distance of **123.44** feet to a 1/2" iron rod with aluminum cap stamped "WILCO ROW" set 68.00 feet left of proposed C.R.110 Baseline Station 314+56.33, for a point of curvature to the left;

12) along said curve to the left, having a delta angle of **04°24'45"**, a radius of **4932.00** feet, an arc length of **379.83** feet and a chord which bears **N 15°45'05" W** for a distance of **379.74** feet to the **POINT OF BEGINNING**, containing 8.796 acres (383,171 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

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

That I, M. Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct 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 direct supervision.

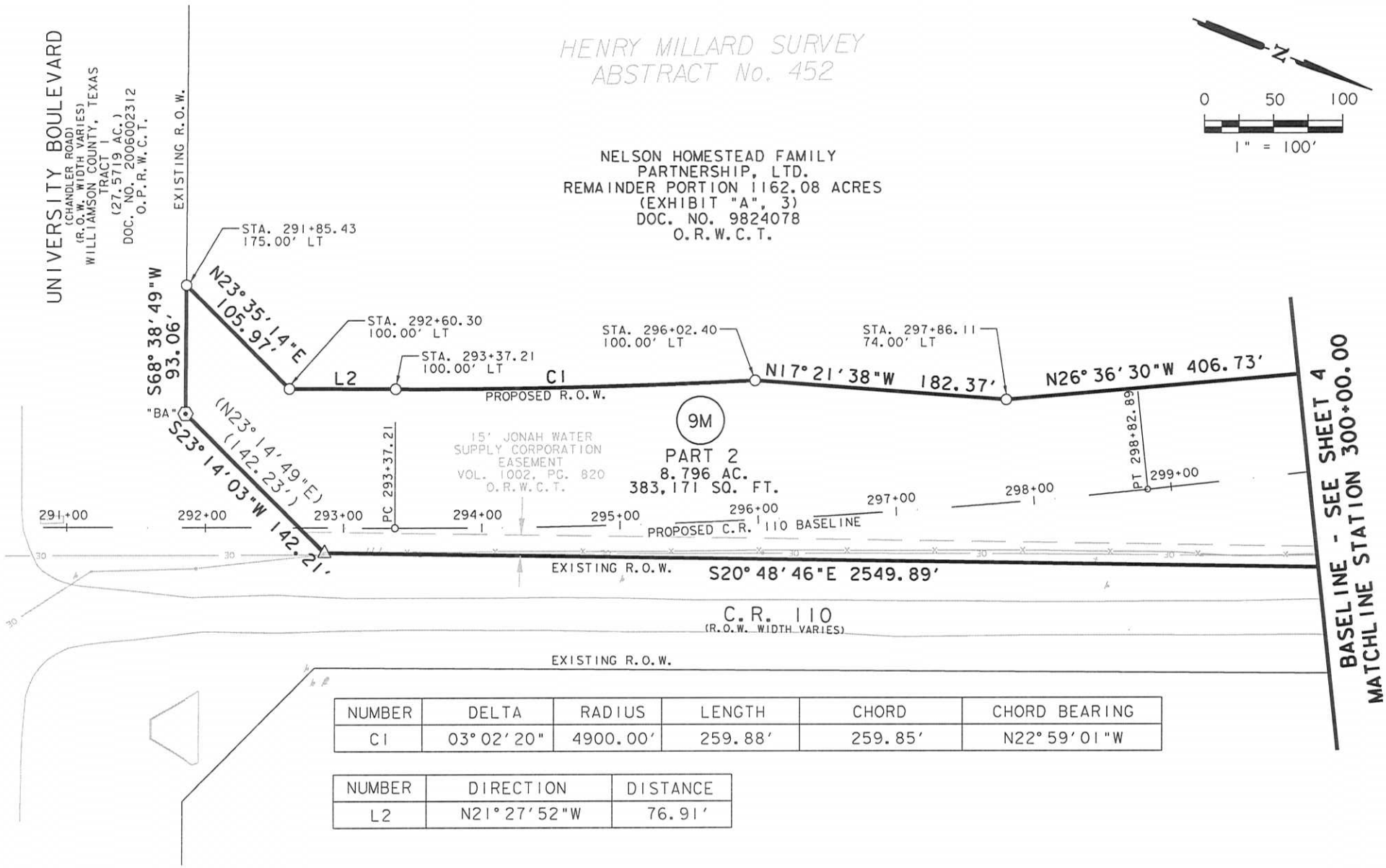
WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

M. Stephen Truesdale 25 July 2016

M. Stephen Truesdale Date
Registered Professional Land Surveyor No. 4933
Licensed State Land Surveyor
Inland Geodetics, LLC
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681

EXHIBIT "A"

PLAT TO ACCOMPANY PARCEL DESCRIPTION



NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	03°02'20"	4900.00'	259.88'	259.85'	N22°59'01"W

NUMBER	DIRECTION	DISTANCE
L2	N21°27'52"W	76.91'

INLAND GEODETICS LLC
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

NELSON HOMESTEAD FAMILY PARTNERSHIP, LTD.

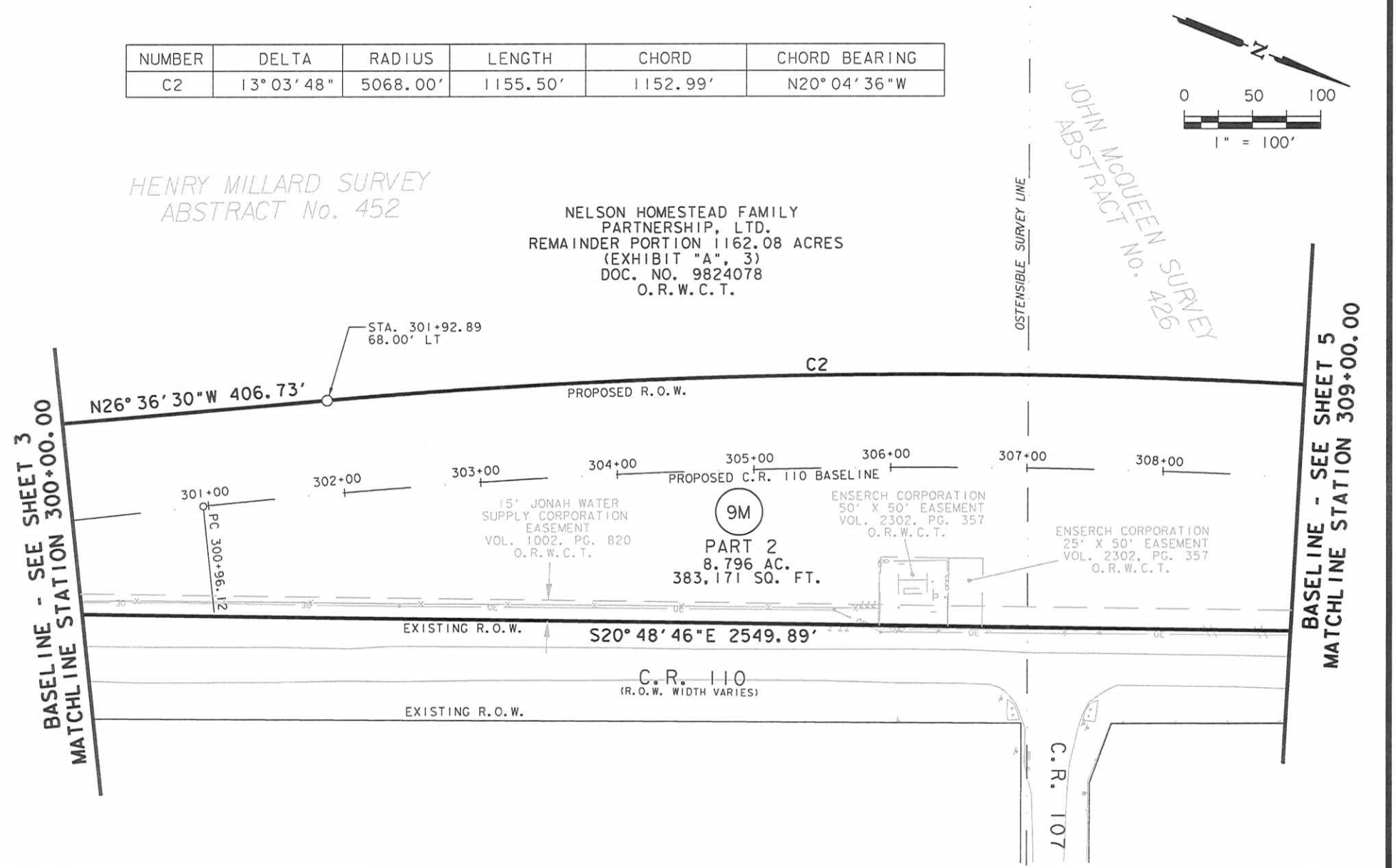
SCALE	PROJECT	COUNTY
1" = 100'	CR 110	WILLIAMSON

PARCEL 9M PART 2

EXHIBIT "A"

PLAT TO ACCOMPANY PARCEL DESCRIPTION

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C2	13°03'48"	5068.00'	1155.50'	1152.99'	N20°04'36"W



INLAND GEODETICS LLC
PROFESSIONAL LAND SURVEYORS
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ROUND ROCK, TX. 78681
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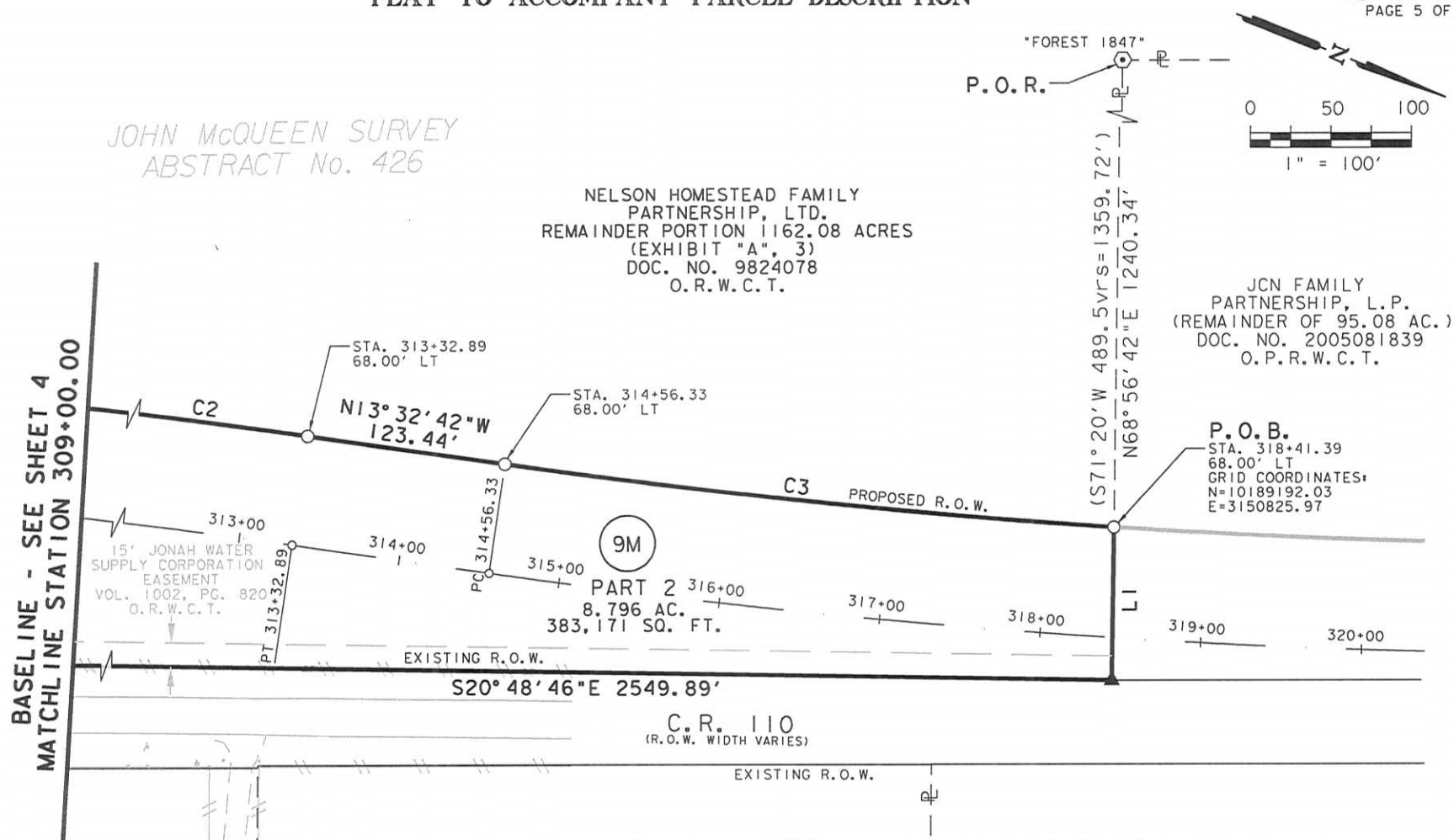
SCALE	PROJECT	COUNTY
1" = 100'	CR 110	WILLIAMSON

PARCEL 9M PART 2

EXHIBIT "A"

PLAT TO ACCOMPANY PARCEL DESCRIPTION

REV: 07/15/16
PAGE 5 OF 7



NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C2	13°03'48"	5068.00'	1155.50'	1152.99'	N20°04'36"W
C3	04°24'45"	4932.00'	379.83'	379.74'	N15°45'05"W

NUMBER	DIRECTION	DISTANCE
L1	N68°56'42"E	94.66'

INLAND GEODETICS LLC
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
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FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

NELSON HOMESTEAD FAMILY PARTNERSHIP, LTD.

SCALE	PROJECT	COUNTY
1" = 100'	CR 110	WILLIAMSON

PARCEL 9M PART 2

EXHIBIT "A"

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

✱	FENCE CORNER POST FOUND
●	½" IRON ROD FOUND UNLESS NOTED
⊙	½" IRON ROD FOUND W/PLASTIC CAP (AS NOTED)
✪	COTTON GIN SPINDLE FOUND
◉	½" IRON PIPE FOUND UNLESS NOTED
×	X CUT FOUND
▲	60/D NAIL FOUND
△	CALCULATED POINT
○	½" IRON ROD W/ ALUMINUM CAP STAMPED "WILCO-ROW" SET (UNLESS NOTED OTHERWISE)
℄	PROPERTY LINE
( )	RECORD INFORMATION
—/\—	LINE BREAK
≁	DENOTES COMMON OWNERSHIP
P.O.B.	POINT OF BEGINNING
P.O.R.	POINT OF REFERENCE
N.T.S.	NOT TO SCALE
D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS

1) All bearings shown hereon are based on grid bearing. All distances are surface distances. Coordinates are surface values based on the Texas State Plane Coordinate System, NAD 83, Central Zone using a combined surface adjustment factor of 1.00011.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. 1608529-GTN, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE MARCH 11, 2016, ISSUE DATE MARCH 21, 2016.

10G. INCLUSION WITHIN THE UPPER BRUSHY CREEK WCID NO. 1A, SUBJECT TO.

H. INCLUSION WITHIN THE PALOMA LAKE MUD NO. 1 & 2, SUBJECT TO.

I. EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY BY INSTRUMENT IN VOLUME 237, PAGE 280, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

J. EASEMENT GRANTED TO LONE STAR GAS COMPANY BY INSTRUMENT IN VOLUME 238, PAGE 184, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, BLANKET EASEMENT AFFECTS.

K. EASEMENT GRANTED TO LONE STAR GAS COMPANY BY INSTRUMENT IN VOLUME 238, PAGE 186, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

L. EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY BY INSTRUMENT IN VOLUME 429, PAGE 663, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

M. EASEMENT GRANTED TO BRUSHY CREEK WATER CONTROL & IMPROVEMENT DISTRICT NO. 1 BY INSTRUMENT IN VOLUME 445, PAGE 659, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

N. EASEMENT GRANTED TO BRUSHY CREEK WATER CONTROL & IMPROVEMENT DISTRICT NO. 1 BY INSTRUMENT IN VOLUME 446, PAGE 303, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

O. EASEMENT GRANTED TO BRUSHY CREEK WATER CONTROL & IMPROVEMENT DISTRICT NO. 1 BY INSTRUMENT IN VOLUME 465, PAGE 450, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

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PROFESSIONAL LAND SURVEYORS
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ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

NELSON HOMESTEAD FAMILY PARTNERSHIP, LTD.

SCALE	PROJECT	COUNTY
1" = 100'	CR 110	WILLIAMSON

PARCEL 9M PART 2

EXHIBIT "A"

PLAT TO ACCOMPANY PARCEL DESCRIPTION

P. EASEMENT GRANTED TO BRUSHY CREEK WATER CONTROL & IMPROVEMENT DISTRICT NO. 1 BY INSTRUMENT IN VOLUME 472, PAGE 7, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

Q. EASEMENT GRANTED TO JONAH WATER SUPPLY CORP. BY INSTRUMENT IN VOLUME 563, PAGE 574, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT AND VOLUME 1002, PAGE 820, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

R. EASEMENT GRANTED TO SEMINOLE PIPELINE COMPANY BY INSTRUMENTS IN VOLUME 840, PAGE 699, DOES NOT AFFECT AND VOLUME 844 PAGE 659, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT AND AS FURTHER AFFECTED BY INSTRUMENTS IN VOLUME 2169, PAGE 795, OF THE OFFICIAL RECORDS, BLANKET EASEMENT AFFECTS AND DOCUMENT NO(S) 2014064017 AND 2014103708, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

S. EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY BY INSTRUMENT IN VOLUME 1472, PAGE 9, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

T. EASEMENT GRANTED TO ENSERCH COPORATION BY INSTRUMENT IN VOLUME 2302, PAGE 357, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

U. BOUNDARY LINE AGREEMENT BY INSTRUMENT IN VOLUME 1066, PAGE 926, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

V. RIGHT OF ENTRY, POSSESSION, USE AND CONSTRUCTION AGREEMENT RECORDED IN DOCUMENT NO. 2016013782, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

M. Stephen Truesdale 25 July 2016

DATE:

M. STEPHEN TRUESDALE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS, LLC
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TX 78681

STATE OF TEXAS
REGISTERED
M. STEPHEN TRUESDALE
4933
PROFESSIONAL
LAND SURVEYOR

	ACRES	SQUARE FEET
ACQUISITION	8.796	383,171
CALC/DEED AREA		
REMAINDER AREA		

INLAND GEODETICS, LLC
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

NELSON HOMESTEAD FAMILY PARTNERSHIP, LTD.

SCALE	PROJECT	COUNTY
1" = 100'	CR 110	WILLIAMSON

PARCEL 9M PART 2

EXHIBIT B

County: Williamson
Parcel : 9M-E PART 2
Highway: County Road 110

PROPERTY DESCRIPTION FOR PARCEL 9M-E PART 2

DESCRIPTION OF A 0.893 ACRE (38,878 SQUARE FOOT) TRACT OF LAND SITUATED IN THE HENRY MILLARD SURVEY, ABSTRACT NO. 452 AND THE JOHN McQUEEN SURVEY, ABSTRACT NO. 426 IN WILLIAMSON COUNTY, TEXAS, BEING A PART OF A REMAINDER PORTION OF THAT CALLED 1162.08 ACRE TRACT OF LAND CONVEYED TO NELSON HOMESTEAD FAMILY PARTNERSHIP, LTD. BY INSTRUMENT RECORDED IN DOCUMENT NO. 9824078 (EXHIBIT "A", 3) OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.893 ACRE (38,878 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod with aluminum cap stamped "WILCO ROW" (Grid Coordinates determined as N=10189192.03, E=3150825.97 TxSPC Zone 4203) set 68.00 feet left of proposed County Road (C.R.) 110 Baseline Station 318+41.39 in the proposed westerly Right-of-Way (ROW) line of C.R. 110 (variable width ROW), same being in the common boundary line of said remainder portion of 1162.08 acre tract, and that called 95.08 acre tract of land conveyed to JCN Family Partnership, L.P. by instrument recorded in Document No. 2005081839 of the Official Public Records of Williamson County, Texas, for the northeasterly corner of the herein described tract;

THENCE, departing said common boundary line, with said proposed westerly ROW line, the following eight (8) courses:

1) along a curve to the right, having a delta angle of **04°24'45"**, a radius of **4932.00** feet, an arc length of **379.83** feet and a chord which bears **S 15°45'05" E** for a distance of **379.74** feet to a 1/2" iron rod with aluminum cap stamped "WILCO ROW" set 68.00 feet left of proposed C.R.110 Baseline Station 314+56.33, for a point of tangency;

2) **S 13°32'42" E** for a distance of **123.44** feet to a 1/2" iron rod with aluminum cap stamped "WILCO ROW" set 68.00 feet left of proposed C.R.110 Baseline Station 313+32.89, for a point of curvature to the left;

3) along said curve to the left, having a delta angle of **13°03'48"**, a radius of **5068.00** feet, an arc length of **1155.50** feet and a chord which bears **S 20°04'36" E** for a distance of **1152.99** feet, for a point of tangency;

4) **S 26°36'30" E** for a distance of **406.73** feet to a 1/2" iron rod with aluminum cap stamped "WILCO ROW" set 74.00 feet left of proposed C.R.110 Baseline Station 297+86.11, for an angle point;

5) **S 17°21'38" E** for a distance of **182.37** feet to a 1/2" iron rod with aluminum cap stamped "WILCO ROW" set 100.00 feet left of proposed C.R.110 Baseline Station 296+02.40, for a point of curvature to the right;

6) along said curve to the right, having a delta angle of **03°02'20"**, a radius of **4900.00** feet, an arc length of **259.88** feet and a chord which bears **S 22°59'01" E** for a distance of **259.85** feet to a 1/2" iron rod with aluminum cap stamped "WILCO ROW" set 100.00 feet left of proposed C.R.110 Baseline Station 293+37.21, for a point of tangency;

7) **S 21°27'52" E** for a distance of **76.91** feet to a 1/2" iron rod with aluminum cap stamped "WILCO ROW" set 100.00 feet left of proposed C.R.110 Baseline Station 292+60.30, for the southeasterly corner of the herein described tract;

8) **S 23°35'14" W** for a distance of **21.19** feet to a calculated point, for the southwesterly corner of the herein described tract, and from which a 1/2" iron rod with aluminum cap stamped "WILCO ROW" set 175.00 feet left of proposed C.R.110 Baseline Station 291+85.43 being in the northerly ROW line of University Boulevard (variable width ROW) bears S 23°35'14" W at a distance of 84.75 feet;

THENCE, departing said proposed westerly ROW line, through the interior of said remainder portion of the 1162.08 acre tract, the following seven (7) courses:

9) **N 21°27'52" W** for a distance of **91.88** feet to a calculated point for a point of curvature to the left;

10) along said curve to the left, having a delta angle of **03°02'59"**, a radius of **4885.00** feet, an arc length of **260.02** feet and a chord which bears **N 22°59'21" W** for a distance of **259.99** feet to a calculated point, for a point of non-tangency;

11) **N 17°21'38" W** for a distance of **182.09** feet to a calculated point, for an angle point;

12) **N 26°36'30" W** for a distance of **405.52** feet to a calculated point, for a point of curvature to the right;

13) along said curve to the right, having a delta angle of **13°03'48"**, a radius of **5083.00** feet, an arc length of **1158.92** feet and a chord which bears **N 20°04'36" W** for a distance of **1156.41** feet to a calculated point, for a point of tangency;

14) **N 13°32'42" W** for a distance of **123.44** feet to a calculated point, for a point of curvature to the left;

15) along said curve to the left, having a delta angle of **04°24'11"**, a radius of **4917.00** feet, an arc length of **377.86** feet and a chord which bears **N 15°44'48" W** for a distance of **377.77** feet to a calculated point in said common boundary line of said remainder portion of 1162.08 acre tract and said 95.08 acre tract, for the northwesterly corner of the herein described tract;

16) **THENCE,** with said common boundary line, **N 68°56'42" E** for a distance of **15.02** feet to the **POINT OF BEGINNING**, containing 0.893 acres (38,878 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

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

That I, M. Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct 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 direct supervision.

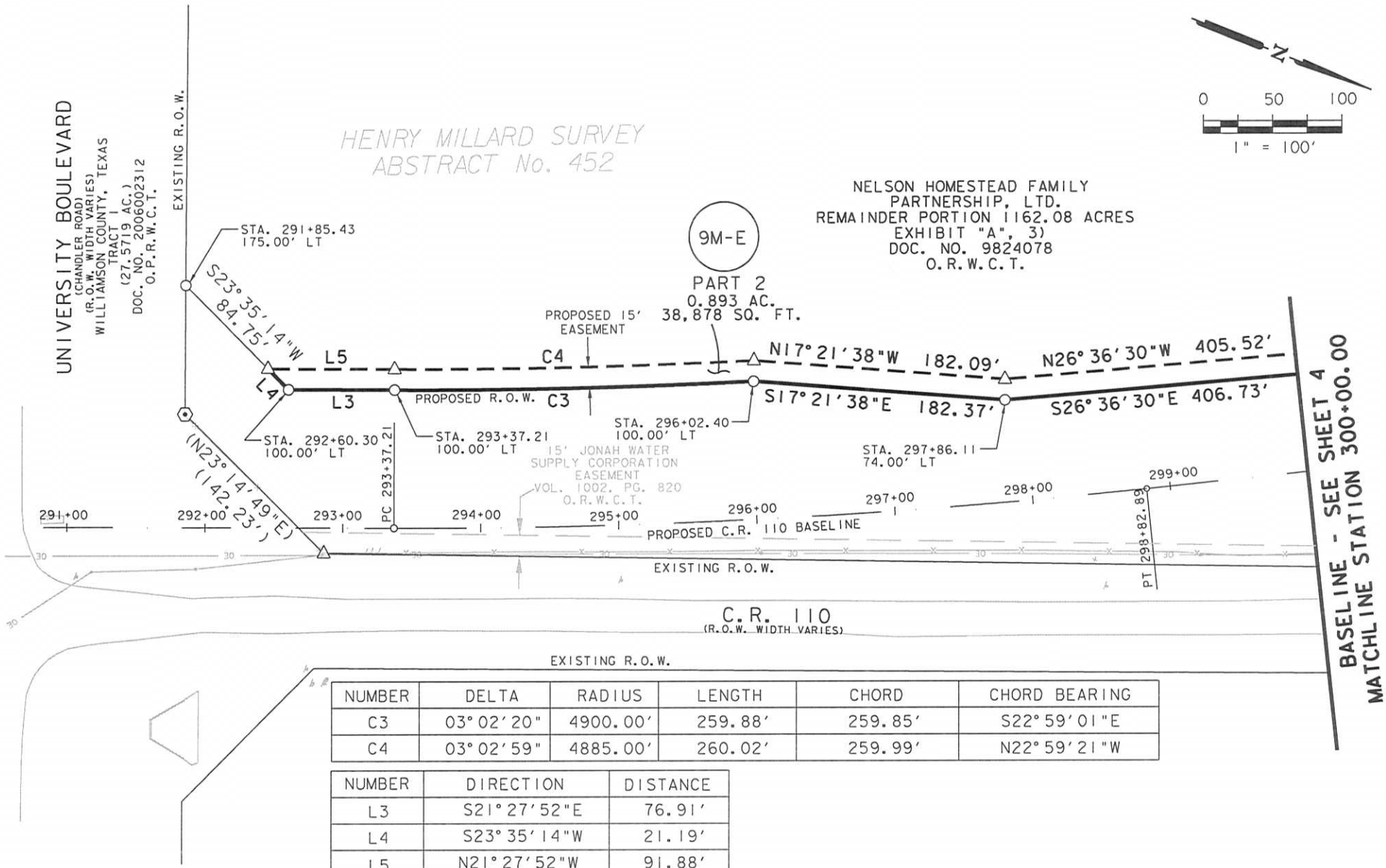
WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

M. Stephen Truesdale 25 July 2016

M. Stephen Truesdale Date
Registered Professional Land Surveyor No. 4933
Licensed State Land Surveyor
Inland Geodetics, LLC
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681

EXHIBIT "B"

PLAT TO ACCOMPANY PARCEL DESCRIPTION



NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C3	03°02'20"	4900.00'	259.88'	259.85'	S22°59'01"E
C4	03°02'59"	4885.00'	260.02'	259.99'	N22°59'21"W

NUMBER	DIRECTION	DISTANCE
L3	S21°27'52"E	76.91'
L4	S23°35'14"W	21.19'
L5	N21°27'52"W	91.88'

INLAND GEODETICS LLC
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

NELSON HOMESTEAD FAMILY PARTNERSHIP, LTD.

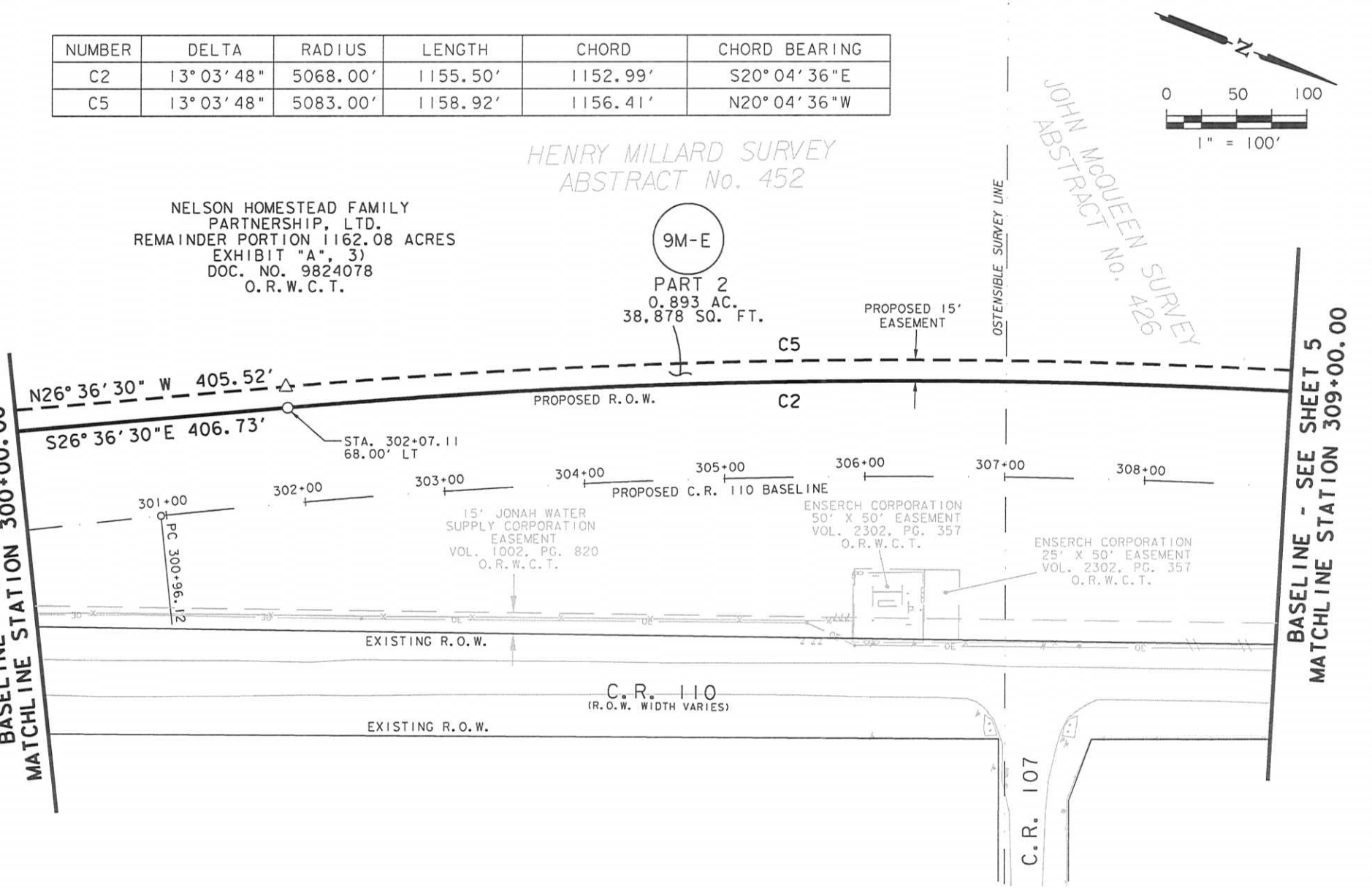
SCALE	PROJECT	COUNTY
1" = 100'	CR 110	WILLIAMSON

PARCEL 9M-E PART 2

EXHIBIT "B"

PLAT TO ACCOMPANY PARCEL DESCRIPTION

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C2	13°03'48"	5068.00'	1155.50'	1152.99'	S20°04'36"E
C5	13°03'48"	5083.00'	1158.92'	1156.41'	N20°04'36"W



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NELSON HOMESTEAD FAMILY PARTNERSHIP, LTD.

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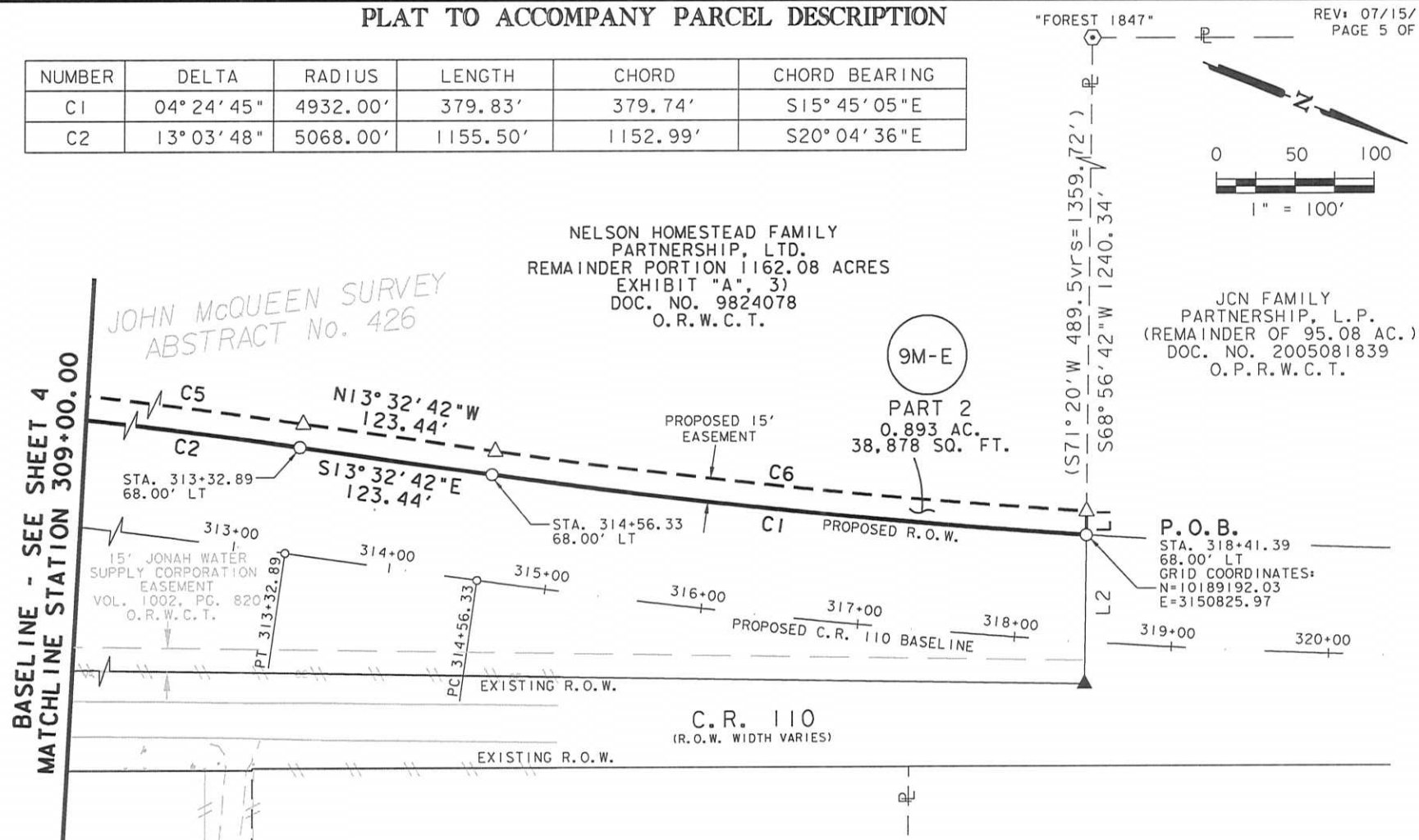
1" = 100'	CR 110	WILLIAMSON

PARCEL 9M-E PART 2

EXHIBIT "B"

PLAT TO ACCOMPANY PARCEL DESCRIPTION

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	04°24'45"	4932.00'	379.83'	379.74'	S15°45'05"E
C2	13°03'48"	5068.00'	1155.50'	1152.99'	S20°04'36"E



NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C5	13°03'48"	5083.00'	1158.92'	1156.41'	N20°04'36"W
C6	04°24'11"	4917.00'	377.86'	377.77'	N15°44'48"W

NUMBER	DIRECTION	DISTANCE
L1	N68°56'42"E	15.02'
L2	N68°56'42"E	94.66'

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PARCEL PLAT SHOWING PROPERTY OF

NELSON HOMESTEAD FAMILY PARTNERSHIP, LTD.

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1" = 100'	CR 110	WILLIAMSON

PARCEL 9M-E PART 2

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

■	TXDOT TYPE I CONCRETE MONUMENT FOUND
⊡	1/2" IRON ROD SET W/ TXDOT ALUMINUM CAP TO BE REPLACED BY TYPE II MONUMENT
⊡	TXDOT TYPE II CONCRETE MONUMENT FOUND
●	1/2" IRON ROD FOUND UNLESS NOTED
⬡	1/2" IRON ROD FOUND W/PLASTIC CAP
✪	COTTON GIN SPINDLE FOUND
◉	1/2" IRON PIPE FOUND UNLESS NOTED
×	X CUT FOUND
▲	MAG NAIL FOUND IN WOODEN FENCE POST
△	CALCULATED POINT
○	1/2" IRON ROD W/ ALUMINUM CAP STAMPED "WILCO" SET (UNLESS NOTED OTHERWISE)

℄	CENTER LINE
ℙ	PROPERTY LINE
( )	RECORD INFORMATION
—/\—	LINE BREAK
⌐	LAND HOOK
P.O.B.	POINT OF BEGINNING
P.O.R.	POINT OF REFERENCE
N.T.S.	NOT TO SCALE
D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS

1) All bearings shown hereon are based on grid bearing. All distances are surface distances. Coordinates are surface values based on the Texas State Plane Coordinate System, NAD 83, Central Zone using a combined surface adjustment factor of 1.00011.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. 1608529-GTN, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE MARCH 11, 2016, ISSUE DATE MARCH 21, 2016.

10G. INCLUSION WITHIN THE UPPER BRUSHY CREEK WCID NO. 1A, SUBJECT TO.

H. INCLUSION WITHIN THE PALOMA LAKE MUD NO. 1 & 2, SUBJECT TO.

I. EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY BY INSTRUMENT IN VOLUME 237, PAGE 280, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

J. EASEMENT GRANTED TO LONE STAR GAS COMPANY BY INSTRUMENT IN VOLUME 238, PAGE 184, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, BLANKET EASEMENT AFFECTS.

K. EASEMENT GRANTED TO LONE STAR GAS COMPANY BY INSTRUMENT IN VOLUME 238, PAGE 186, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

L. EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY BY INSTRUMENT IN VOLUME 429, PAGE 663, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

M. EASEMENT GRANTED TO BRUSHY CREEK WATER CONTROL & IMPROVEMENT DISTRICT NO. 1 BY INSTRUMENT IN VOLUME 445, PAGE 659, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

N. EASEMENT GRANTED TO BRUSHY CREEK WATER CONTROL & IMPROVEMENT DISTRICT NO. 1 BY INSTRUMENT IN VOLUME 446, PAGE 303, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

O. EASEMENT GRANTED TO BRUSHY CREEK WATER CONTROL & IMPROVEMENT DISTRICT NO. 1 BY INSTRUMENT IN VOLUME 465, PAGE 450, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

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PARCEL PLAT SHOWING PROPERTY OF

NELSON HOMESTEAD FAMILY PARTNERSHIP, LTD.

SCALE	PROJECT	COUNTY
1" = 100'	CR 110	WILLIAMSON

PARCEL 9M-E PART 2

EXHIBIT "B"

PLAT TO ACCOMPANY PARCEL DESCRIPTION

P. EASEMENT GRANTED TO BRUSHY CREEK WATER CONTROL & IMPROVEMENT DISTRICT NO. 1 BY INSTRUMENT IN VOLUME 472, PAGE 7, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

Q. EASEMENT GRANTED TO JONAH WATER SUPPLY CORP. BY INSTRUMENT IN VOLUME 563, PAGE 574, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT AND VOLUME 1002, PAGE 820, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

R. EASEMENT GRANTED TO SEMINOLE PIPELINE COMPANY BY INSTRUMENTS IN VOLUME 840, PAGE 699, DOES NOT AFFECT AND VOLUME 844 PAGE 659, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT AND AS FURTHER AFFECTED BY INSTRUMENTS IN VOLUME 2169, PAGE 795, OF THE OFFICIAL RECORDS, BLANKET EASEMENT AFFECTS AND DOCUMENT NO(S) 2014064017 AND 2014103708, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

S. EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY BY INSTRUMENT IN VOLUME 1472, PAGE 9, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

T. EASEMENT GRANTED TO ENSERCH ENSERCH BY INSTRUMENT IN VOLUME 2302, PAGE 357, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

U. BOUNDARY LINE AGREEMENT BY INSTRUMENT IN VOLUME 1066, PAGE 926, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

V. RIGHT OF ENTRY, POSSESSION, USE AND CONSTRUCTION AGREEMENT RECORDED IN DOCUMENT NO. 2016013782, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

M. Stephen Truesdale 25 July 2016

M. STEPHEN TRUESDALE DATE:
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS, LLC
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TX 78681

STATE OF TEXAS
REGISTERED
M. STEPHEN TRUESDALE
4933
PROFESSIONAL
LAND SURVEYOR

INLAND GEODETICS, LLC
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

NELSON HOMESTEAD FAMILY PARTNERSHIP, LTD.

SCALE	PROJECT	COUNTY
1" = 100'	CR 110	WILLIAMSON

PARCEL 9M-E PART 2

EXHIBIT "C"

Parcels 9M-Part 2

DEED
County Road 110 Right of Way

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS 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.

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

That NELSON HOMESTEAD FAMILY PARTNERSHIP, LTD., a Texas limited partnership, hereinafter referred to as Grantor, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, has this day Sold and by these presents do Grant, Bargain, Sell and Convey 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:

> All of that certain approximately 8.796-acre (383,171 Sq. Ft.) tract of land in the Henry Millard Survey, Abstract No. 452, and the John McQueen Survey, Abstract No. 426, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 9M-Part 2**) ("Property")

SAVE AND EXCEPT, HOWEVER, Grantor hereby 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 Property and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of 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 roadway and drainage improvements thereon, but shall not be used or exported from the Property for any other purpose.

The Property is part of a larger tract of land owned by Grantor identified as WCAD Parcel Nos. R056318 (286.5581 acres), R056619 (46.66 acres) and R040125 (50 acres) (said real property, save and except the Property, being referred to herein as the "Remainder Property").

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

(i) Visible and apparent easements not appearing of record;

(ii) Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

(iii) Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently affecting the Property, but only to the extent that said items are still valid and in force and effect at this time; and

(iv) the restrictive covenants set forth below, which Grantee covenants and agrees to perform.

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 Grantee 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 Grantee 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.

GRANTOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTEES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO: (1) THE NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (2) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY CONDUCT THEREON, (3) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (4) THE HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, (5) THE PRESENCE OF ANY ENDANGERED OR THREATENED SPECIES OR ENVIRONMENTAL FEATURES ON THE PROPERTY, AS WELL AS THE SUITABILITY OF THE PROPERTY AS HABITAT FOR ANY OF THOSE SPECIES, (6) THE AVAILABILITY OF UTILITY SERVICE TO THE PROPERTY, OR (7) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY. GRANTEE AGREES THAT THE PROPERTY IS HEREBY SOLD TO AND ACCEPTED BY GRANTEE AS IS, WHERE IS, AND WITH ALL FAULTS, IF ANY.

By acceptance of this deed, Grantee assumes and agrees to pay all ad valorem taxes after the date of this deed relating to the Property, for the current and all subsequent years, and any assessments for the current and any prior years, which arise on or after the date of this deed due to change in usage or

ownership of the Property by Grantee.

This deed is being delivered in lieu of condemnation.

The following restrictive covenants (the "Covenants") are hereby imposed upon the Property, will run with the land comprising the Property, and will be binding upon Grantee and its successors and assigns and benefit and be enforceable by Grantor, and its successors and assigns unless otherwise indicated below:

(1) The Property may be used, improved and maintained solely for any legally authorized public use under Texas law, including specifically roadway purposes and for the construction and maintenance of related drainage improvements and public utilities therein (the "CR 110 Improvements"). Grantor acknowledges that use of the Property by the holder of the easement rights under that certain easement granted to the Lone Star Gas Company by instrument recorded in Volume 238, Page 184, Deed Records, Williamson County, Texas, to the extent affecting the Property as of the date of this deed, is permitted, but Grantor and Grantee agree that any voluntary permission or grant by Grantee or its successors for additional or expanded use of the Property by or through any such easement holder or its affiliates for any purpose not expressly set forth in such easement instrument as of the date of this deed (including but not limited to the granting or creation of any new or expanded easement area or use rights) is expressly prohibited without the prior written consent of Grantor, in Grantor's sole discretion. The Covenant in this paragraph shall automatically terminate and no longer run with the land or be in effect on the first date that neither Nelson Homestead Family Partnership, Ltd. nor any Nelson-related party owns any portion of the Remainder Property. As used herein, a "Nelson-related party" shall mean a person that holds a direct or indirect ownership interest (legal or beneficial) in Nelson Homestead Family Partnership, Ltd.; a person that is related (to the third degree of consanguinity) by blood, adoption or marriage to one or more of the foregoing persons; or an estate, trust, corporation, partnership, limited liability company or other organization or entity in which any of the foregoing persons have a direct or indirect ownership (legal or beneficial) or controlling interest.

(2) If, at any time in the future, Grantor or its successors and assigns desire to construct a new driveway onto County Road 110 or relocate an existing driveway onto County Road 110, Grantee agrees to cooperate with Grantor to allow such construction or relocation, and to approve any related permits or plans so long as the plans for and locations of the driveways conform with Grantee's driveway standards as they exist on the date hereof. Grantee further agrees to cooperate with Grantor in connection with any applications by Grantor for approvals from any governmental entities with jurisdiction over curb cuts from the Remainder Property onto County Road 110 (including Grantee itself, if applicable).

(3) The CR 110 Improvements must include appropriate facilities for the collection of all drainage and/or stormwater runoff from the Property and the related County Road 110 right of way as required by any applicable Williamson County Design Criteria. No increase in volume of stormwater runoff or drainage may be diverted onto the Remainder Property without an express easement for such drainage granted by Grantor in its sole discretion, and any such easement will be at Grantee's sole cost.

(4) After construction of the CR 110 Improvements, in the event that Grantee abandons use of the Property for public roadway purposes, Grantee shall not thereafter convey title to the Property to any party without first granting Grantor the option to repurchase it pursuant to the requirements of Texas Local Government Code, Section 272.001 or Section 263.002, Texas Transportation Code 251.058(b) or their successors, or other applicable Texas law regarding the disposal of real property by Grantee.

[signature page to follow]

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2022.

GRANTOR:

NELSON HOMESTEAD FAMILY PARTNERSHIP, LTD.,
a Texas limited partnership

By: Nelson Homestead Management, LLC,
a Texas limited liability company,
its general partner

By:_____
John C. Nelson, Manager

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the ____ day of _____, 2022, by John C. Nelson, Manager of Nelson Homestead Management, LLC, a Texas limited liability company, the general partner of Nelson Homestead Family Partnership, Ltd., a Texas limited partnership, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

ACCEPTED:

WILLIAMSON COUNTY, TEXAS

By:_____
Bill Gravell, Jr., County Judge

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the __ day of _____, 2022, by Bill Gravell, Jr., Williamson County Judge, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, PLLC
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:

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

AFTER RECORDING RETURN TO:

EXHIBIT "D"

DRAINAGE EASEMENT
CR 110M

THE STATE OF TEXAS ə
ə KNOW ALL BY THESE PRESENTS:
COUNTY OF WILLIAMSON ə

That **NELSON HOMESTEAD FAMILY PARTNERSHIP, LTD., a Texas limited partnership**, and its successors and assigns, hereinafter referred to as Grantor (whether one or more), for and in consideration of the sum of One and No/100 ($1.00) Dollars cash in hand paid and other good and valuable consideration paid to Grantor by **WILLIAMSON COUNTY, TEXAS**, its agents and assigns, hereinafter referred to as Grantee, receipt of which consideration is hereby acknowledged, has GRANTED, SOLD and CONVEYED, and by these premises does hereby GRANT, SELL and CONVEY unto Grantee a perpetual easement interest in, on, over, upon, above and across the below-described Property:

> All of that certain 0.893 acre (38,878 square feet) of land in the Henry Millard Survey, Abstract No. 452, and the John McQueen Survey, Abstract No. 452, Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated herein (**Parcel 9M-E-Part 2**).

The perpetual easement, right-of-way, rights and privileges herein granted shall be used for the purposes of opening, constructing and maintaining a permanent drainage easement and channel, along with any structures, materials, improvements, pipes, culverts, storm sewer, grading and related appurtenances and equipment which may be necessary to facilitate the proper drainage of and across the public roadway facilities adjacent to the Property (the "Benefitted Tract"), in, along, upon, under and across said premises described in Exhibit "A" together with the right and privilege at all times of the Grantee herein, its agents, employees and representatives of ingress and egress from to and from said premises from the adjacent right of way for the purpose of making any improvements, modifications or repairs which the Grantee deems necessary.

The perpetual easement, right-of-way, rights and privileges herein granted shall also encompass the right of Grantee to trim, cut, fell and remove therefrom all trees, underbrush, vegetation, and obstructions, structures or obstacles within the limits of the Property, but only such as necessary to carry out the purposes of the easement; reserving to Grantor and its successors and assigns, however, all such rights and privileges as may be used without interfering with or abridging the rights and purposes of the easement herein acquired by Grantee, including but limited to construction, operation and maintenance of underground utilities (including water, wastewater, storm sewer, gas and electric utilities), pipelines and buried communications cables, fencing (including livestock fencing) and roads, sidewalks or driveways which cross the Property at not less than a forty-five degree angle. Any such trees or vegetation cut by Grantee shall promptly be removed from the Property.

Grantee shall be responsible for maintaining the easement area described herein and any improvements constructed by Grantee and located in, across or upon the easement area. Grantee, by acceptance of this easement acknowledges and agrees that Grantor hereby expressly reserves the right to relocate, modify and reduce the easement area described herein and alter any improvements or facilities located in, across or upon the easement area, at Grantor's sole cost and expense, provided that such relocation, reduction and/ or alteration shall not cause any use or development of the Benefited Tract to be out of compliance with any regulation of any governmental entity having jurisdiction over the Benefited Tract, and shall not cause the diversion, encroachment, impoundment or increase in the amount of surface water on or across the Benefited Tract in excess of the drainage conditions existing prior to such relocation, reduction or alteration. The Grantor may execute and file in the appropriate public records a replacement easement for any such reduction, alteration and/ or relocation of the easement area, provided such reduction, alteration or relocation of the easement area is in conformance with the terms of this paragraph and such replacement easement is conveyed to the Grantee, its successors or assigns by replacement easement recorded in the appropriate public records. Concurrent with or after the recording of such replacement easement, the Grantee, its successors or assigns shall execute any document presented by the Grantor reasonably necessary or convenient for the release or re-conveyance to Grantor of any easement area not included in the replacement easement.

Further, at any time that stormwater detention and/or drainage flow from the Benefited Tract is adequately handled according to any applicable regulatory codes or requirements without reliance upon the Property or facilities constructed therein, which determination shall be documented by issuance of a permit or other confirmation in writing of the construction and proper operation of any such stormwater facilities by any entity exercising regulatory jurisdiction of the Benefitted Tract for the construction of development improvements, this conveyance shall be null and void. In such event, all right, title and interest of Grantee in the Property (including any future claim of adverse possession thereof) shall automatically terminate and be of no further force and effect, and title to the Property shall then and there wholly and absolutely and automatically revert and be vested in Grantor or its successors and assigns without the necessity of re-entry or suit. By its acceptance hereof, Grantee agrees upon such termination and reversion to convey any interest it may have in the Property to Grantor, or its successors and assigns, by written instrument in recordable form; provided that such an instrument shall not be required for the termination of all of Grantee's interest in the Property and the automatic reversion of title to Grantor, or its successors and assigns; and provided further, that the recording of an affidavit executed by Grantor, or its successors and assigns, stating that such termination and reversion has occurred (and the reason for such termination and reversion) shall be sufficient to confirm reversion of title to the Property in Grantor, or its successors and assigns.

To the extent allowed by law, Grantee shall indemnify Grantor against any loss and damage which shall be caused by the exercise of the rights of ingress and egress or by any wrongful or negligent act or omission of Grantee's agents or employees in the course of their employment. Grantee shall be responsible for the correction of, or compensation for, any damage to Grantor's property which is the result of actions outside the granted purposes of this easement.

TO HAVE AND TO HOLD the same, in perpetuity, in and to Grantee, and its successors and assigns, together with all and singular all usual and customary rights thereto in anywise belonging, and together with the right and privilege at any and all times to enter said premises, or any part thereof, for the purpose of constructing or maintaining said drainage and for making connections therewith.

Grantor does hereby bind its heirs, executors, administrators and assigns to WARRANT AND FOREVER DEFEND, all and singular, the said premises unto Williamson County, Texas, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under Grantor, but not otherwise. This conveyance is made subject to any validly existing matters of record affecting this Property which are recorded in the Official Records of Williamson County, Texas.

The perpetual easement, right-of-way, rights and privileges granted herein are non-exclusive, however Grantor covenants not to convey any other easement or conflicting rights within the premises covered by this grant that interfere with the purpose or function of any improvements placed thereon, or the maintenance of the Property for the conveyance of stormwater drainage without the express written consent of Grantee, which consent shall not be unreasonably withheld.

Grantor has executed and delivered this easement, and Grantee has received and accepted this easement and the Property, AS IS, WHERE IS, AND WITH ALL FAULTS, AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WRITTEN OR ORAL, IT BEING THE INTENTION OF GRANTOR AND GRANTEE TO EXPRESSLY REVOKE, RELEASE, NEGATE AND EXCLUDE ALL REPRESENTATIONS AND WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY AND ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES AS TO (I) THE CONDITION OF THE PROPERTY OR ANY ASPECT THEREOF, INCLUDING, WITHOUT LIMITATION, ANY AND ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES RELATED TO 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 FEATURES OR CONDITIONS AT OR WHICH AFFECT THE PROPERTY WITH RESPECT TO ANY PARTICULAR PURPOSE, USE, DEVELOPMENT POTENTIAL, OR OTHERWISE; (IV) THE AREA, SIZE, SHAPE, CONFIGURATION, LOCATION, CAPACITY, QUANTITY, QUALITY, VALUE, CONDITION, OR AMOUNT OF THE PROPERTY; (V) ALL EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES CREATED BY ANY AFFIRMATION OF FACT OR PROMISE OR BY ANY DESCRIPTION OF THE PROPERTY; (VI) ANY ENVIRONMENTAL, GEOLOGICAL, OR OTHER CONDITION OR HAZARD OR THE ABSENCE THEREOF HERETOFORE, NOW, OR HEREAFTER AFFECTING IN ANY MANNER ANY OF THE PROPERTY; AND (VII) ALL OTHER EXPRESS OR IMPLIED WARRANTIES AND REPRESENTATIONS BY GRANTOR WHATSOEVER. GRANTEE HEREBY EXPRESSLY ASSUMES ALL RISKS AND PERILS ASSOCIATED WITH USE OF THE PROPERTY.

[signature page follows]

EXECUTED on this the ____day of _____, 2020.

GRANTOR:

NELSON HOMESTEAD FAMILY PARTNERSHIP, LTD.,
a Texas limited partnership

By: Nelson Homestead Management, LLC,
a Texas limited liability company,
its general partner

By:_____
John C. Nelson, Manager

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____ _, 2022, by _____, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

ACCEPTED:

WILLIAMSON COUNTY, TEXAS

By:_____
Bill Gravell, Jr., County Judge

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2022, by Bill Gravell, Jr., Williamson County Judge, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:
Sheets & Crossfield, PLLC
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:
Williamson County, Texas
Attn: County Auditor
710 Main Street, Suite 101
Georgetown, Texas 78626

AFTER RECORDING RETURN TO:

Commissioners Court - Regular Session **44.**

Meeting Date: 07/19/2022

Interlocal Agreement with the City of Round Rock for Chandler Branch Tributary 3 Channel Improvement Project

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an Interlocal Agreement with the City of Round Rock Regarding Sharing of Costs for the Chandler Branch Tributary 3 Channel Improvements Project. Funding Source: Road Bond
A new P# for the project will be established via a budget memo that is included on the 7/19 agenda.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

ILA

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	07/14/2022 10:26 AM
Form Started By: Charlie Crossfield		Started On: 07/13/2022 03:43 PM
Final Approval Date: 07/14/2022		

INTERLOCAL AGREEMENT REGARDING
SHARING OF COSTS FOR THE
CHANDLER BRANCH TRIBUTARY 3 CHANNEL IMPROVEMENTS PROJECT

THIS INTERLOCAL AGREEMENT REGARDING THE SHARING OF COSTS FOR THE CHANDLER BRANCH TRIBUTARY 3 CHANNEL IMPROVEMENTS PROJECT (**"Agreement"**) is entered into between the City of Round Rock, ("**Round Rock**") and Williamson County ("**WilCo**"). In this Agreement, Round Rock and WilCo are sometimes individually referred to as "**Party**" and collectively referred to as "**Parties**".

Recitals

WHEREAS, Chandler Branch is a tributary to Chandler Creek, which said branch is located partly in the city limits of Round Rock and partly outside the city limits in Williamson County; and

WHEREAS, there is a serious need for drainage improvements in order to convey stormwater from the Sunrise Road/Eagles Nest Street intersection southeastward toward Meadow Lake; and

WHEREAS, the Parties now wish to jointly pursue the design and construction of the channel improvements and to share in the cost of same; and

WHEREAS, the purpose of this Agreement is to set forth the terms and conditions of the allocation of costs for the design and construction of the Project (defined herein), and pursuant to which the Parties will cost participate in all costs and expenses related thereto;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises and agreements of the Parties contained in this Agreement, the Parties agree as follows:

I.
DEFINITIONS

When used in this Agreement, capitalized terms not otherwise defined shall have the meanings set forth below:

1.01 "Agreement" means this Interlocal Agreement Regarding the Sharing of Costs for the Chandler Branch Tributary 3 Channel Improvements Project.

1.02 "Cost Sharing" means the portion of Project Costs to be paid by each Party. The Project Cost Sharing Amounts are set forth **Section 2.01** herein.

1.03 "Effective Date" means the last date of execution of this Agreement by the Parties; provided all of the Parties must execute this Agreement for it to be effective.

1.04 "Party" or "Parties" means Round Rock and/or WilCo, individually or collectively, as applicable.

R-2022-183

1.05 "Project" means the efforts to design and construct drainage improvements to a portion of Chandler Branch as depicted on **Exhibit A**, attached hereto.

1.06 "Project Costs" means all costs and expenses incurred by the Parties in furtherance of the Project.

1.07 "Round Rock" means the City of Round Rock, Texas.

1.08 "WilCo" means Williamson County, Texas

II.
PROJECT COSTS.

2.01 Payment of Project Costs.

(a) WilCo agrees to pay $500,000 to Round Rock as its share of Project Costs. Round Rock will invoice Wilco for their portion of the cost once the construction contract is awarded for the Project.

(b) Round Rock agrees to pay all Project Costs in excess of WilCo's $500,000 contribution.

III.
GENERAL PROVISIONS

3.01 Authority. This Agreement is made in part under the authority conferred in Chapter 791, *Texas Government Code* and Section 552.001, *Texas Local Government Code*.

3.02 Severability. The provisions of this Agreement are severable and, if any provision of this Agreement is held to be invalid for any reason by a court or agency of competent jurisdiction, the remainder of this Agreement will not be affected and this Agreement will be construed as if the invalid portion had never been contained herein.

3.03 Payments from Current Revenues. Any payments required to be made by a Party under this Agreement will be paid from current revenues or other funds lawfully available to the Party for such purpose. The obligation of Parties to make payments to Round Rock will not constitute a general obligation or indebtedness of the Parties that obligate a Party to levy or pledge any revenue from taxes.

3.04 Cooperation. The Parties agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement.

3.05 Entire Agreement. Except as otherwise expressly provided herein, this Agreement contains the entire agreement of the Parties regarding the sharing of costs for the Project Consulting Services and supersedes all prior or contemporaneous understandings or representations, whether oral or written, regarding the subject matter. The Parties confirm that further agreements regarding the Project are contemplated and will not be affected or limited by this Agreement.

3.06 Amendments. Any amendment of this Agreement must be in writing and will be effective if signed by the authorized representatives of the Parties.

3.07 Applicable Law; Venue. This Agreement will be construed in accordance with Texas law. Venue for any action arising hereunder will be in Williamson County, Texas.

3.08 Notices. Any notices given under this Agreement will be effective if (i) forwarded to a Party by hand-delivery; (ii) transmitted to a Party by confirmed telecopy; or (iii) deposited with the U.S. Postal Service, postage prepaid, certified, to the address of the Party indicated below:

ROUND ROCK:	221 East Main Street Round Rock, Texas 78664 Attn: City Manager Telephone: (512) 218-5401
with copy to:	Stephan L. Sheets 309 E. Main Street Round Rock, Texas 78664-5264 Telephone: (512) 255-8877 Email: steve@scrrlaw.com
WILLIAMSON COUNTY:	710 S. Main Street Georgetown, Texas 78626 Attn: William Gravell, Jr. Telephone: (512) 943-1550
with copy to:	Robert B. Daigh, P.E. 3151 S.E. Inner Loop, Suite B Georgetown, Texas 78626 Telephone: (512) 943-3330 Email: bdaigh@wilco.org

3.09 Force Majeure. The Parties shall not 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. Force majeure shall not relieve the Parties of its obligation to make payment to Round Rock as provided in this Agreement.

3.10 Independent Contractor. Each of the Parties shall have the status of an independent contractor hereunder and shall be solely responsible for the proper direction of its employees hereunder and each Party's employees shall not be considered employees or borrowed servants of any of the other parties for any reason.

3.11 No Third Party Beneficiaries. This Agreement shall inure only to the benefit of the Parties and third parties not privy to this Agreement shall not, in any form or manner, be considered a third party beneficiary of this Agreement.

3.12 Termination. This Agreement may be terminated by mutual agreement of the Parties. Any outstanding balance within the Project Fund will be returned proportionally in accordance with the applicable percentages. The Parties shall then work cooperatively with due diligence to determine how to address existing and future wastewater treatment capacity issues.

3.13 Default. In the event that one Party believes that the other Party is in default of any of the provisions in this agreement, the non-defaulting party will make written demand to cure to the defaulting party and give the defaulting party up to thirty days to cure the default or, if the curative action cannot reasonably be completed within thirty days, the defaulting party will commence the curative action within thirty days and thereafter diligently pursue the curative action to completion. This period must pass before the non-defaulting party may initiate any remedies available to the non-defaulting party due to such default. The non-defaulting party shall mitigate direct or consequential damages arising from any default to the extent reasonably possible under the circumstances. The parties agree that they will use their best efforts to resolve any disputes and may engage in non-binding arbitration or other alternative dispute resolution methods as recommended by the laws of the State of Texas before initiating any lawsuit to enforce their rights under this agreement. Nothing in this agreement shall be construed to limit either party's right to recover damages or to seek other appropriate curative remedies if a breach of contract action is filed by a non-defaulting party to this Agreement.

3.14 Counterparts. Effect of Partial Execution. This Agreement may be executed simultaneously in multiple counterparts, each of which will be deemed an original, but all of which will constitute the same instrument.

3.15 No Waiver of Immunities or Defenses. Nothing in this Agreement shall be deemed to waive, modify or amend any immunity or legal defense available at law or in equity to the Parties, their past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party.

3.16 Authority. Each Party represents and warrants that it has the full right, power and authority to execute this Agreement.

[Signatures on the following page.]

WILLIAMSON COUNTY:

ATTEST:

By:_____

Nancy Rister, County Clerk

William Gravell, Jr., County Judge

Date: _____

CITY OF ROUND ROCK:

ATTEST:

Meagan Spinks, City Clerk

By: _____
Craig Morgan, Mayor

Date: 5/26/22

APPROVED AS TO FORM:

By: _____
Stephan L. Sheets, City Attorney

EXHIBIT A
(Description of Project)

N
W E
S

Chandler Branch Trib. 3 Channel Improvements

Commissioners Court - Regular Session **45.**

Meeting Date: 07/19/2022

License and Temporary Use Agreement with Austin White Lime

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 License and Temporary Use Agreement with Austin White Lime for SH 195 @ Ronald Reagan Boulevard environmental investigations to determine the viability of the project area.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	07/14/2022 10:26 AM
Form Started By: Charlie Crossfield		Started On: 07/13/2022 03:46 PM
Final Approval Date: 07/14/2022		

LICENSE AND TEMPORARY USE AGREEMENT

(SH 195 @ Ronald Reagan Boulevard Project)

Austin White Lime Company, Ltd. a Texas limited partnership (the *"Owner")* are the owners of the real property located in Williamson County, Texas, depicted on the attached Exhibit A as "R011082 Austin White Lime " (the "Property") and Pope Materials, Inc. *("Land Lessee")* leases the Property from the Owner. **SWCA, Inc.** *("Licensee or Contractor"),* have requested that the Owner grant Licensee permission to enter onto the Property for purposes of non-destructive geologic assessment environmental investigation to determine the viability of the project area (the *"Temporary Use"*) on behalf of **Williamson County.** Owner is willing to allow Licensee to access the Property for the Temporary Use, but only in strict accordance with the terms of this Agreement.

Owner, the County and Contractor agree as follows:

1. Grant of License. Subject to the terms of this Agreement, Owner grants the County and Contractor a temporary license to enter onto and to use the Property for the limited purpose of the Temporary Use. No other uses of the Property or use of any of Owner's property other than the Property are permitted. Access to the Property will be provided only as indicated on the attached **Exhibit "A".**

2. Conditions of Use.

   a. All work performed by Licensee in connection with the Temporary Use must be performed in strict accordance with all rules, regulations, ordinances and requirements of any governmental entity with jurisdiction. Licensee will be solely responsible for any and all permits and approvals that may be required for the Temporary Use; and any restoration required by this Agreement, at their sole cost.

   b. Licensee must confine their activities in connection with the Temporary Use to the Property.

   c. Licensee agrees not to cause any damage to the Property in connection with its presence and activities and, upon termination of the temporary license granted under this Agreement, to comply with the restoration obligations contained in Paragraph 4 of this Agreement. The foregoing notwithstanding, Licensee may remove underbrush as reasonable necessary to clear lines of sight for purposes of the survey investigation, but under no circumstances may Licensee cut or remove hard-wood trees or limbs, including but not limited to oaks, without prior permission of Owner.

   d. Licensee acknowledges that portions of the Property are currently used for quarrying and/or ranching operations and agree that all activities on the Property will be conducted in a manner in order to minimize interference with or interruption of such quarry or ranching operations. When exercising their rights under this Agreement, Licensee must not damage any fencing or livestock, or any other property of Owner, the Land Lessee, or their agents or employees. Licensee agree to close and secure and to require its employees and agents and its subcontractors and their employees to close all gates and secure all openings in the fencing to the Property at all times except when such gates and openings are in actual use as permitted under this Agreement.

_____

Initials of Contractor

e. Licensee's obligations and agreements under this Paragraph 2 will survive the termination of the County's and Contractor's rights and privileges under this Agreement.

3. Term and Termination. The County's and Contractor's rights and privileges under this Agreement will automatically terminate upon the first to occur of (a) five days after delivery of written notice from Owner to the County and Contractor; (b) completion of the Temporary Use; or (c) April 30, 2023.

4. Restoration. Upon termination of the Licensee's rights and privileges hereunder, the Licensee agrees to restore any portion of the Property that has been negatively affected by the Licensee's activities to their condition as of the effective date of this Agreement, at the Licensee's sole cost and expense, including cleaning up and removing any debris or trash that has been placed on the Property, has been generated by the County's and Contractor's presence and activities, or has accumulated during the County's and Contractor's use. These restoration obligations of the County and Contractor will survive the termination of the County's and Contractor's rights and privileges hereunder.

5. Contact Information. Contractor and any subcontractor or consultant of Contractor or the County that enters the Property must provide Owner with the name and telephone number of its project manager before entering onto the Property.

6. Insurance. Prior to performing any work on the Property, Contractor must name Owner and the Land Lessee, Pope Materials, Inc., as additional insureds on a commercial general liability insurance policy ("CGL") providing coverage in the minimum amount of $1,000,000 per occurrence and $2,000,000 aggregate, including broad-form contractual liability and a comprehensive auto liability insurance policy *("Auto")* covering all owned, non-owned or hired vehicles or machinery to be used on the Property providing, on an occurrence basis, not less than $1,000,000 combined single limit bodily injury and property damage coverage (all with appropriate waivers of subrogation in favor of Owner). The CGL and Auto policies must be primary and non- contributory. Prior to Contractor performing any activity on the Property, Contractor must provide Owner a certificate of insurance evidencing the required insurance coverages, as well as workers' compensation coverage with the statutorily required limits, and each certificate must provide that such insurance may not be terminated without at least 30 days' notice to Owner, and the required waiver of subrogation.

7. Insurance and Indemnity Agreement: Special Conditions to Entry. Contractor must execute and deliver to Owner the Insurance and Indemnity Agreement attached as **Exhibit "B"** prior to entering upon the Property. The County and

Initials of Contractor

Contractor agree to comply with and require all of its employees entering onto the Property to comply with the Special Conditions to Entry attached as **Exhibit "C"**.

8. Indemnity.

a. **The County, to the extent permitted by law, and Contractor, each agree that it will be solely liable for all damage or injury to persons or property resulting from its activities or those of its agents, employees, contractors, subcontractors, or other parties in coming upon or about the Property in connection herewith, and to indemnify and hold Owner and Land Lessee, and Pope Materials, Inc., harmless from any liability, damages, cost or expense resulting therefrom, including attorneys' fees for the defense thereof, to the extent such liability, damages, costs or expenses are caused in whole or** in **part by the negligence, fault or strict liability of the County or Contractor or their agents and employees.**

b. The County's and Contractor's obligations under this Paragraph 8 will survive the termination of the County's and Contractor's rights and privileges under this Agreement.

9. Miscellaneous.

a. Time is of the essence in all matters relating to or arising under this Agreement, and in the County's and Contractor's performance of all obligations under this Agreement.

b. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, the legality, validity and enforceability of the remaining provisions will not be affected and, in lieu of the illegal, invalid or unenforceable provision, a provision that is legal, valid and enforceable and is as similar in terms to such illegal, invalid or unenforceable provision as is possible will be added to this Agreement.

c. The County and Contractor agree that no subcontractors are authorized under this Agreement and that any designed subcontractors will be required to obtain a separate License and Temporary Use Agreement prior to entering onto the Property.

d. The parties each acknowledge that they and their respective counsel have reviewed and revised this Agreement and that the normal rule of construction that any ambiguities are to be resolved and construed against the drafting party will not be employed in the interpretation of this Agreement.

e. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, will be deemed an original instrument, but all of which counterparts together will constitute one and the same instrument. A facsimile or electronic signature will be deemed to constitute an original signature, and will have the same force or effect.

_____

Initials of Contractor

f. The following exhibits are attached to this Agreement and are incorporated herein by reference:

Exhibit "A": The Property
Exhibit "B": Insurance and Indemnity Agreement
Exhibit "C": Special Conditions to Entry

EXECUTED on the date or dates indicated on the attached signature pages, to be effective as of the____ day of_____ 2022 (the *"Effective Date").*

OWNER:

Austin White Lime Company. Ltd., a Texas limited partnership

By: **Robinson Family Management**. its General Partner

E-SIGNED by Brad Robinson
on 2022-07-07 10:17:47 CDT

By:_____

Name: Scott Bradley Robinson

Title: President and Chief Executive Officer

_____
Initials of Contractor

COUNTY:

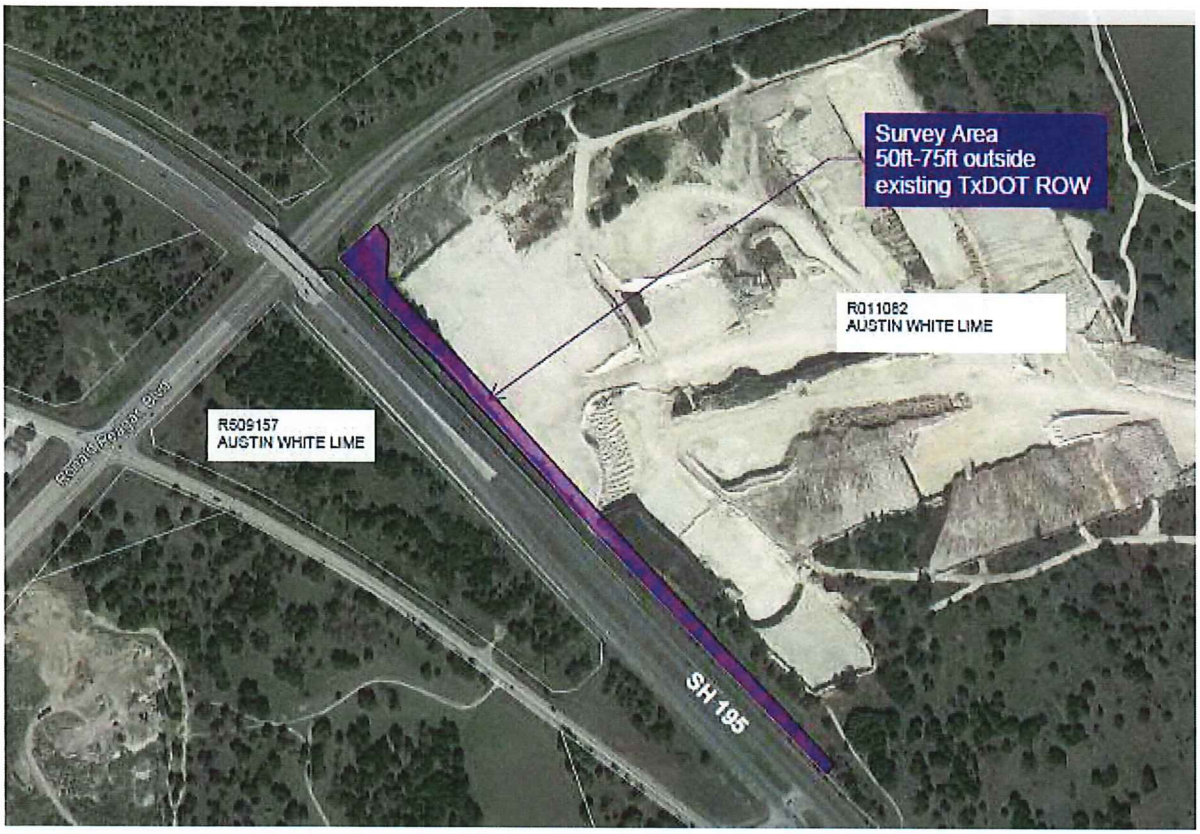
WILLIAMSON COUNTY, TEXAS

By:_____
Bill Gravell, Jr.
County Judge

Date:_____

_____
Initials of Contractor

EXHIBIT "A"
[The Property]



Initials of Contractor

EXHIBIT "B"
INDEMNITY AND INSURANCE AGREEMENT

It is the express intent of _____ ("*Contractor*"), and Austin White Lime Company, Ltd., a Texas limited partnership (the "*Land Owner*") of the land to be accessed or used by the Contractor (the "*Land*") under the License and Temporary Use Agreement dated _____, 2020 (the "*Agreement*"), and Pope Materials, Inc. (hereafter referred to as the "*Land Lessee*") that the indemnity provided for in this Agreement is to protect and indemnify the Land Owners and Land Lessee from liability,

In consideration of Contractor's being provided with the right of access to and use of the land described in the Agreement, Contractor agrees to the following terms:

Contractor agrees to fully defend, protect, indemnify and hold harmless the Land Owners and Land Lessee, their employees, invitees, agents, and representatives and their respective successors and assigns (individually, an "*Indemnified Party*" and collectively, the "*Indemnified Parties*") from and against any and all claims, demands, actions or causes of action, and any and all liabilities, costs, and expenses (including but not limited to attorneys' fees and expenses, incurred in connection with the defense of any Indemnified Party), damage or loss in connection therewith, which may be made or asserted by Contractor, its officers, employees, agents, representatives, successors or assigns or any other third party on account of, or sustained by, or arising out of or growing out of bodily injury, including death, or loss of use, damage to or destruction of property, including pollution, caused by, arising out of, sustained by, or in any way incidental to or in connection with the Contractor's use of the Land.

1. Contractor agrees to provide a certificate of insurance issued to **Austin White Lime Company**, a Texas limited partnership confirms each of the following coverages:

a.	Comprehensive General Liability:	$1,000,000 Combined Single Limit $2,000,000 General Aggregate
b.	Comprehensive Automobile Liability:	$1,000,000 Combined Single Limit
c.	Worker's Compensation:	Statutory coverage under Texas law

2. Landowners and Land Lessee **must be named as Additional Insureds** on the liability policies referenced above, and noted as such on the required certificate of insurance.

3. A Waiver of Subrogation must be included in favor of all Landowners and Land

_____
Initials of Contractor

Lessee and noted as such on the certificate of insurance.

4. 30 days' notice to Land Owners prior to cancellation of such insurance is required and must be noted on the certificate of insurance.

5. Contractor also agrees to execute, comply with, require its employees, contractors and its subcontractors to comply with, and to post at its job site the attached Special Conditions to Entry.

CONTRACTOR:

By:_____

_____

Printed Name of Agent for Contractor

_____

Contractor Address (Print)

_____

Contractor Phone Number (Print)

Date:_____

_____

Initials of Contractor

Exhibit "C"

SPECIAL CONDITIONS TO ENTRY

ANY PROPERTY THAT IS DISTURBED MUST BE RETURNED TO ITS ORIGINAL CONDITION OR TO A CONDITION APPROVED BY OWNER IN WRITING UPON COMPLETION OF PROJECT.
ANY DISTURBED PROPERTY MUST BE RESTORED TO THE CONDITION EXISTING PRIOR TO ENTRY, INCLUDING SIX (6) INCHES OF NEW TOPSOIL, WHICH MAY NOT INCLUDE ANY ROCK OR CLAY MATERIAL. GRASS MUST BE RESEEDED USING A COOL/WARM SEED MIX APPROVED BY OWNER.
Any necessary temporary fencing must be constructed and in place before any permanent fencing is removed. Upon completion of the project, any permanent fencing that was removed will be replaced or reconstructed by Owner's fence builder, at contractor's expense.

Any temporary fencing or silt fencing installed for the project may not block ranch roads or current access by Owner or its tenants, guests or employees, unless an alternate access approved by Owner in writing is provided by contractor.

A list of contractor's representatives and its sub-contractor's representatives, with contact information, must be provided to Owner prior to entry.

All posted safety rules must be obeyed.

All applicable MSHA and OSHA standards and all other legal requirements must be complied with.

Any damage to existing fencing or gates will be repaired by Owner's fence builder at contractor's expense.

No leaks of fuels or pollutants are acceptable. Contractor is responsible for any environmental cleanup necessary due to its use of or presence on the property.

Contractor is responsible for repair of any damage to roads and for dust control in staging area or on roads being used by contractor unless otherwise agreed in writing by Owner. All use of roads, gates, and crossings must be approved by Owner in advance.

All stakes, tape, or other markers placed on the property must be removed upon completion of work or studies.

NO HUNTING OR FISHING IS ALLOWED. Firearms are not permitted to be brought on the property at any time. Owner reserves the right to search any vehicle on property for firearms.

No paper cups, plates, ice bags, trash, etc. may be left on the property. All debris must be collected and removed from the site DAILY.

Entry and activities will be restricted to Monday through Friday, between 6 a.m. and 4 p.m.

Vehicles must be parked in areas off of the roadways.

_____
Initials of Contractor

If access to the property is for studies, surveying or other reporting purposes, Owner must be provided a written report of findings.

Access will be limited strictly to the approved area of use; anyone found outside those boundaries will be considered to be trespassing.

For gate combinations required for access, contact the Austin White Lime Real Estate Administrator at (512) 244-5893 two days prior to entry to the property so residents and ranchers can be contacted.

Gates must be kept locked, and left as found. Interior gates that are closed must be left closed; and open gates must be left open.

A signed Indemnity and Insurance Agreement and Certificate of Insurance are required before entry onto the property.

This constitutes notification that deer hunting does occur on the property during deer season, and dove hunting during dove season. Any person entering the property must take all necessary safety precautions.

Contractor agrees that these conditions will be posted at the job site and made known to all persons entering the property.

CONTRACTOR:

By:_____

_____

Printed Name of Agent for Contractor

_____

Contractor Address (Print)

_____

Contractor Phone Number (Print)

Date:_____

_____

Initials of Contractor

Commissioners Court - Regular Session **46.**

Meeting Date: 07/19/2022

CR 258 Deed and Drainage Easement

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an Amended Development Agreement with MacNak, LLC and accepting the following documents in regard to the CR 258 project (Parcels 1 & 2). Funding Source: Road Bonds P277

Parcel 1:

Deed 2.053 AC

Parcel 2:

Deed 4.391 AC
Drainage easement for 0.065 AC and 0.118 AC
Temporary Construction Easement-CR 258 Off Site Grading
Slope and Lateral Support Easement

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Deed
Deed
Drainage Easement
Slope Easement
TCE
Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	07/14/2022 10:54 AM

Form Started By: Charlie Crossfield Started On: 07/13/2022 03:55 PM

Final Approval Date: 07/14/2022

Parcel 1

DEED

County Road 258 Right of Way

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

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

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

That **BRUCE E. NAKFOOR, TRUSTEE**, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Donate, Sell and Convey unto **WILLIAMSON COUNTY, TEXAS**, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows (the "Property"):

> All of that certain 2.053 acre (89,425 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 incorporated herein (Parcel 1).

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property, to wit: 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 facilities of Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of its roadway system improvements.

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.

IN WITNESS WHEREOF, this instrument is executed on this the 6th day of July, 2022.

[signature page follows]

GRANTOR:

Bruce E. Nakfoor, Trustee

Trustee

Bruce E. Nakfoor, Trustee

ACKNOWLEDGMENT

STATE OF COLORADO §
§
COUNTY OF Pitkin §

This instrument was acknowledged before me on this the 6th day of July, 2022 by Bruce E. Nakfoor, Trustee, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Colorado

DIANE KIEBER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20194043161
MY COMMISSION EXPIRES 11/14/2023

ACCEPTED:

WILLIAMSON COUNTY, TEXAS

By:_____
Bill Gravell, Jr.
County Judge

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the ____ day of _____, 2022 by Bill Gravell, Jr., Williamson County Judge, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:
Sheets & Crossfield, PLLC
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:
Williamson County, Texas
Attn: County Auditor
710 Main Street, Suite 101
Georgetown, Texas 78626

AFTER RECORDING RETURN TO:

EXHIBIT "A"

County: Williamson
Parcel No.: 1
Highway: C.R. 258
Limits: From: US 183
To: Sunset Ridge

May 26, 2021

PROPERTY DESCRIPTION FOR PARCEL 1

DESCRIPTION OF A 2.053 ACRE (89,425 SQ. FT.) PARCEL OF LAND LOCATED IN THE J.B. ROBINSON SURVEY, ABSTRACT NO. 521, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 20.1865 ACRE TRACT OF LAND, DESCRIBED IN A DEED TO BRUCE E. NAKFOOR, TRUSTEE, RECORDED OCTOBER 4, 2007 IN DOCUMENT NO. 2007085100, OFFICAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.); SAID 2.053 ACRE (89,425 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 "Haynie Consulting" found 398.84 feet left of County Road 258 (C.R. 258) Engineer's Centerline Station (E.C.S.) 47+84.79 on the east line of said 20.1865 acre tract, for the southwest corner of Lot 3, Spanish Oak Terrace Subdivision, Phase Two, a subdivision of record in Cabinet C, Slide 48, Plat Records of Williamson County, Texas (P.R.W.C.TX.), described in a deed to Melinda Pratt, recorded in Document No. 2015094302, O.P.R.W.C.TX., same being the northwest corner of a 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.;

THENCE S 04°40'32" W, with the common line of said 20.1865 acre tract and said remainder of a called 262.022 acre tract, a distance of 325.62 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" (Surface Coordinates: N=10,218,695.03, E=3,068,930.66) set 78.00 feet left of C.R. 258 E.C.S 47+24.62 on the proposed north right-of-way line of C.R. 258, for the northeast corner and **POINT OF BEGINNING** of the parcel described herein;

1) **THENCE** S 04°40'32" W, departing the proposed north right-of-way line of said C.R. 258, continuing with the common line of said 20.1865 acre tract and said remainder of a called 262.022 acre tract, a distance of 147.86 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. 47+01.21 on the proposed south right-of-way line of C.R. 258, for the southeast corner of the parcel described herein, said point being the beginning of a curve to the right, from which a 1/2-inch iron rod with a plastic cap stamped "Haynie Consulting" found, for the southeast corner of said 20.1865 acre tract, bears S 04°40'32" W, a distance of 87.31 feet;

THENCE departing the common line of said 20.1865 acre tract and said remainder of a called 262.022 acre tract, with the proposed south right-of-way line of said C.R. 258, over and across said 20.1865 acre tract, the following three (3) courses and distances numbered 2-4:

2) With said curve to the right, an arc distance of 556.51 feet, through a central angle 09°45'25", having a radius of 3,268.00 feet, and a chord that bears N 89°20'03" W, a distance of 555.83 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 67.71 feet right of C.R. 258 E.C.S. 41+55.38,

3) S 49°46'52" W, a distance of 43.41 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 98.40 feet right of C.R. 258 E.C.S. 41+24.69, and

4) N 85°19'28" W, a distance of 15.10 feet to 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 98.43 feet right of C.R. 258 E.C.S. 41+09.59 on the existing east right-of-way line of U.S. Highway 183 (U.S. 183), a variable width right-of-way, as depicted in TXDOT ROW strip map CSJ No. 273-4-2, for the southwest corner of the parcel described herein, from which a 1/2-inch iron rod with a plastic cap destroyed found, for the southwest corner of said 20.1865 acre tract, bears S 04°40'32" W, a distance of 208.22 feet;

5) **THENCE** N 04°40'32" E, departing the proposed south right-of-way line of said C.R. 258, with the existing east right-of-way line of said U.S. 183, a distance of 209.60 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 111.17 feet left of C.R. 258 E.C.S 41+09.20 on the proposed north right-of-way line of said C.R. 258, for the northwest corner of the parcel described herein;

THENCE departing the existing east right-of-way line of said U.S. 183, with the proposed north right-of-way line of said C.R. 258, over and across said 20.1865 acre tract, the following three (3) courses and distances numbered 6-8:

6) S 40°13'08" E, a distance of 46.91 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 78.00 feet left of C.R. 258 E.C.S. 41+42.37,

7) S 85°13'08" E, a distance of 56.55 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 78.00 feet left of C.R. 258 E.C.S. 41+98.91, said point being the beginning of a curve to the left, and

THIS SPACE INTENTIONALLY LEFT BLANK

EXHIBIT "A"

County: Williamson
Parcel No.: 1
Highway: C.R. 258
Limits: From: US 183
To: Sunset Ridge

8) With said curve to the left, an arc distance of 512.90 feet, through a central angle 09°24'46", having a radius of 3,122.00 feet, and a chord that bears S 89°55'31" E, a distance of 512.32 feet to the **POINT OF BEGINNING**, and containing 2.053 acres (89,425 sq. ft.) of land, more or less.

This property description is accompanied by a separate plat of even date.

Bearing Basis:
All bearings shown are based on the Texas Coordinate System, Central Zone, NAD 83/2011. All distances shown are surface and may be converted to grid by dividing by a Surface Adjustment Factor of 1.00012. Units: U.S. Survey Feet.

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

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.

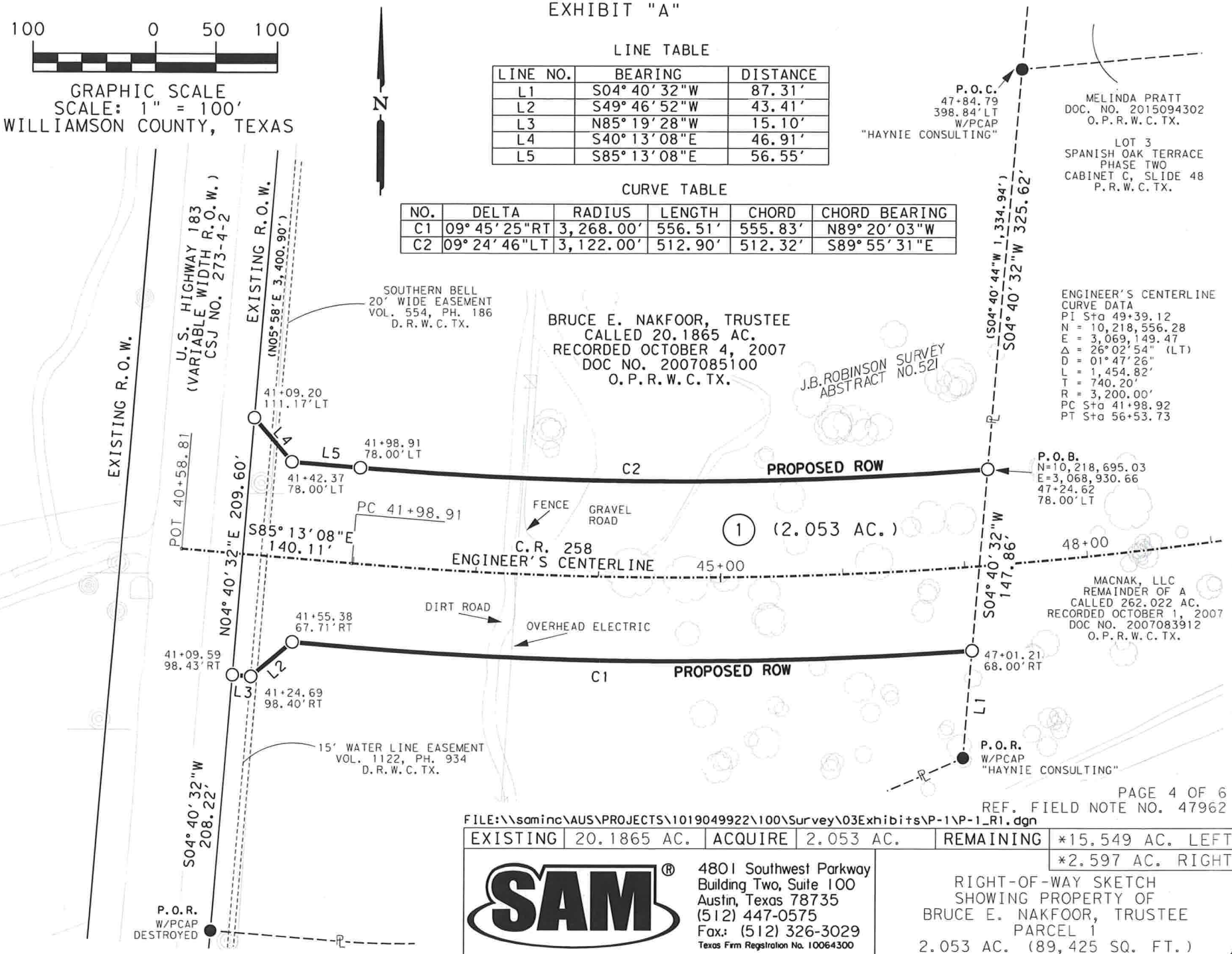
WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on the date shown below.

Scott C. Brashear 5/26/2021

SURVEYING AND MAPPING, LLC
4801 Southwest Pkwy
Building Two, Suite 100
Austin, Texas 78735
TX. Firm No. 10064300

Scott C. Brashear Date
Registered Professional Land Surveyor
No. 6660 – State of Texas

EXHIBIT "A"



LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	S04° 40' 32"W	87.31'
L2	S49° 46' 52"W	43.41'
L3	N85° 19' 28"W	15.10'
L4	S40° 13' 08"E	46.91'
L5	S85° 13' 08"E	56.55'

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	09° 45' 25"RT	3,268.00'	556.51'	555.83'	N89° 20' 03"W
C2	09° 24' 46"LT	3,122.00'	512.90'	512.32'	S89° 55' 31"E

REF. FIELD NOTE NO. 47962

FILE:\\saminc\AUS\PROJECTS\1019049922\100\Survey\03Exhibits\P-1\P-1_R1.dgn

EXISTING	20.1865 AC.	ACQUIRE	2.053 AC.	REMAINING	*15.549 AC. LEFT
					*2.597 AC. RIGHT

SAM®
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
BRUCE E. NAKFOOR, TRUSTEE
PARCEL 1
2.053 AC. (89,425 SQ. FT.)

SCHEDULE B:

THIS SURVEY HEREON WAS PREPARED IN CONJUCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. 2029249-KFO, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE JUNE 16, 2020, AND ISSUED DATE JUNE 25, 2020.

1. RESTRICTIVE COVENANTS: ITEM NO. 1, SCHEDULE B, IS HEREBY DELETED.

10A. RIGHTS OF PARTIES IN POSSESSION. (OWNER POLICY)

B. 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.

C. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND.

D. ANY PORTION OF THE SUBJECT PROPERTY LYING WITHIN THE BOUNDARIES OF A DEDICATED OR UNDEDICATED PUBLIC OR PRIVATE ROADWAY.

E. RIGHT OF TENANTS, AS TENANTS ONLU, UNDER ANY AND ALL UNRECORDED LEASES OR RENTAL AGREEMENTS.

F. 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.

G. TELECOMMUNICATION LINE EASEMENT GRANTED TO SOUTHWESTERN BELL TELEPHONE BY INSTRUMENT RECORDED IN VOLUME 554, PAGE 186, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (AS SHOWN ON PLAT)

H. ACCESS EASEMENT(S) AS DESCRIBED AND LOCATED BY INSTRUMENTS RECORDED IN VOLUME 718, PAGE 424, VOLUME 728, PAGE 578, AND VOLUME 733, PAGE 530, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT)

I. WATER PIPELINE EASEMENT GRANTED TO CHISHOLM TRAIL WATER SUPPLY CORPORATION BY INSTRUMENT RECORDED IN VOLUME 1122, PAGE 934, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS. (AS SHOWN ON PLAT)

J. MINERAL AND/OR ROYALTY INTEREST:
RECORDED: VOLUME 359, PAGE 290, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. TITLE TO SAID INTEREST HAS NOT BEEN RESEARCHED SUBSEQUENT TO THE DATE OF THE ABOVE REFERENCED INSTRUMENT AND THE COMPANY MAKES NO REPRESENTATION AS TO THE OWNERSHIP OR HOLDER OF SUCH INTEREST(S).

K. MINERAL AND/OR ROYALTY INTEREST:
RECORDED: VOLUME 387, PAGE 72, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. TITLE TO SAID INTEREST HAS NOT BEEN RESEARCHED SUBSEQUENT TO THE DATE OF THE ABOVE REFERENCED INSTRUMENT AND THE COMPANY MAKES NO REPRESENTATION AS TO THE OWNERSHIP OR HOLDER OF SUCH INTEREST(S).

L. MINERAL AND/OR ROYALTY INTEREST:
RECORDED: VOLUME 426, PAGE 110, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. TITLE TO SAID INTEREST HAS NOT BEEN RESEARCHED SUBSEQUENT TO THE DATE OF THE ABOVE REFERENCED INSTRUMENT AND THE COMPANY MAKES NO REPRESENTATION AS TO THE OWNERSHIP OR HOLDER OF SUCH INTEREST(S).

M. PETITION FOR CREATION OF WATCH HILL MUNICIPAL UTILITY DISTRICT AS SET FORTH IN DOCUMENT NO. 2007052738, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS.

N. EASEMENT GRANTED TO THE PEDERNALES ELECTRIC COOPERATIVE, INC. BY INSTRUMENT RECORDED IN DOCUMENT NO. 2015007407, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT)

REF. FIELD NOTE NO. 47962

FILE:\\saminc\AUS\PROJECTS\1019049922\100\Survey\03Exhibits\P-1\P-1_R1.dgn

EXISTING	20.1865 AC.	ACQUIRE	2.053 AC.	REMAINING	*15.549 AC. LEFT
					*2.597 AC. RIGHT

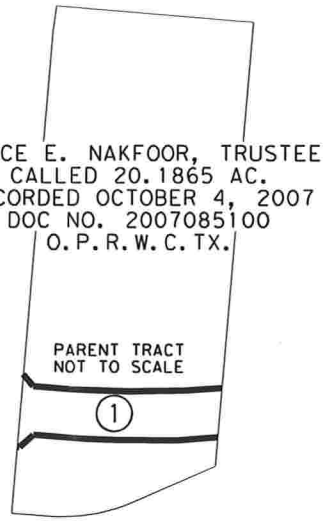
SAM®
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax.: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
BRUCE E. NAKFOOR, TRUSTEE
PARCEL 1
2.053 AC. (89,425 SQ. FT.)

LEGEND

⊡	TXDOT TYPE II BRONZE DISK SET IN CONCRETE
○	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

EXHIBIT "A"



NOTES:

1. ALL BEARINGS SHOWN ARE BASED ON NAD83/2011/NAVD88 TEXAS COORDINATE SYSTEM, CENTRAL ZONE. ALL DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.00012. ALL COORDINATES SHOWN ARE IN SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE SAME FACTOR. PROJECT UNITS ARE IN U.S. SURVEY FEET.

2. THIS SURVEY WAS COMPLETED WITH THE BENEFIT OF TITLE REPORT, PROVIDED BY TITLE RESOURCES GUARANTY COMPANY, GF NO. 2029249-KFO, EFFECTIVE DATE JUNE 16, 2020, AND ISSUED DATE JUNE 25, 2020. THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.

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.

STATE OF TEXAS
REGISTERED
SCOTT C. BRASHEAR
6660
PROFESSIONAL
LAND SURVEYOR

Scott C. Brashear

SCOTT C. BRASHEAR
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6660, STATE OF TEXAS

5/26/2021

DATE

REF. FIELD NOTE NO. 47962

FILE:\\saminc\AUS\PROJECTS\1019049922\100\Survey\03Exhibits\P-1\P-1_R1.dgn

EXISTING	20.1865 AC.	ACQUIRE	2.053 AC.	REMAINING	*15.549 AC. LEFT
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RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
BRUCE E. NAKFOOR, TRUSTEE
PARCEL 1
2.053 AC. (89,425 SQ. FT.)

Parcel 2

DEED

County Road 258 Right of Way

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

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

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

That **MACNAK, LLC, a Texas limited liability company**, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Donate, Sell and Convey unto **WILLIAMSON COUNTY, TEXAS**, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows (the "Property"):

> All of that certain 4.391 acre (191,267 square foot) parcel of land out of the J. B. Robinson Survey, Abstract No.521, and in the B. Manlove Survey, Abstract No. 417, in Williamson County, Texas; said parcel of land being more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated herein (Parcel 2).

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property, to wit: 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 facilities of Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of its roadway system improvements.

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.

IN WITNESS WHEREOF, this instrument is executed on this the 6th day of July, 2022.

[signature page follows]

GRANTOR:

MACNAK, LLC,
a Texas limited liability company

By: _____
Bruce E. Nakfoor, Member and
Authorized Signatory

ACKNOWLEDGMENT

STATE OF COLORADO §
§
COUNTY OF Pitkin §

This instrument was acknowledged before me on this the 6th day of July, 2022 by Bruce E. Nakfoor, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Colorado

DIANE KIEBER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20194043161
MY COMMISSION EXPIRES 11/14/2023

ACCEPTED:

WILLIAMSON COUNTY, TEXAS

By:_____
Bill Gravell, Jr.
County Judge

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the ____ day of _____, 2022 by Bill Gravell, Jr., Williamson County Judge, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:
Sheets & Crossfield, PLLC
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:
Williamson County, Texas
Attn: County Auditor
710 Main Street, Suite 101
Georgetown, Texas 78626

AFTER RECORDING RETURN TO:

EXHIBIT "A"

County: Williamson
Parcel No.: 2
Highway: C.R. 258
Limits: From: US 183
To: Sunset Ridge

March 7, 2022

PROPERTY DESCRIPTION FOR PARCEL 2

DESCRIPTION OF A 4.391 ACRE (191,267 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 THE REMAINDER OF A CALLED 262.022 ACRE TRACT OF LAND, DESCRIBED IN A DEED TO MACNAK, LLC, RECORDED OCTOBER 1, 2007 IN DOCUMENT NO. 2007083912, OFFICAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.); SAID 4.391 ACRE (191,267 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 "Haynie Consulting" found 398.84 feet left of County Road 258 (C.R. 258) Engineer's Centerline Station (E.C.S.) 47+84.79 on the east line of a called 20.1865 acre tract, described in a deed to Bruce E. Nakfoor, Trustee, recorded in Document No. 2007085100, O.P.R.W.C.TX., for the southwest corner of Lot 3, Spanish Oak Terrace Subdivision, Phase Two, a subdivision of record in Cabinet C, Slide 48, Plat Records of Williamson County, Texas (P.R.W.C.TX.), described in a deed to Melinda Pratt, recorded in Document No. 2015094302, O.P.R.W.C.TX., same being the northwest corner of said remainder of a called 262.022 acre tract;

THENCE S 04°40'32" W, with the common line of said 20.1865 acre tract and said remainder of a called 262.022 acre tract, a distance of 325.62 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" (Surface Coordinates: N=10,218,695.03, E=3,068,930.66) set 78.00 feet left of C.R. 258 E.C.S 47+24.63 on the proposed north right-of-way line of C.R. 258, for the northwest corner and **POINT OF BEGINNING** of the parcel described herein, said point being the beginning of a curve to the left;

THENCE departing the common line of said 20.1865 acre tract and said remainder of a called 262.022 acre tract, with the proposed north right-of-way line of said C.R. 258, over and across said remainder of a called 262.022 acre tract, the following four (4) courses and distances numbered 1-4:

1) With said curve to the left, an arc distance of 349.53 feet, through a delta 06°24'53", having a radius of 3,122.00 feet, and a chord that bears N 82°09'39" E, a distance of 349.35 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 78.00 feet left of C.R. 258 E.C.S. 50+82.89,

2) N 37°03'02" E, a distance of 50.00 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 111.17 feet left of C.R. 258 E.C.S. 51+21.45, said point being the beginning of a curve to the right,

3) With said curve to the right, an arc distance of 12.75 feet, through a delta 01°22'42", having a radius of 530.00 feet, and a chord that bears N 06°03'56" W, a distance of 12.75 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 123.86 feet left of C.R. 258 E.C.S. 51+22.76,

4) N 05°22'35" W, a distance of 255.96 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 378.09 feet left of C.R. 258 E.C.S. 51+55.03 on the common line of said remainder of a called 262.022 acre tract and said Lot 3;

5) **THENCE** N 84°37'23" E, departing the proposed north right-of-way line of said C.R. 258, with the north line of said remainder of a called 262.022 acre tract, a distance of 60.00 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 370.19 feet left of C.R. 258 E.C.S. 52+22.38 on the proposed north right-of-way line of said C.R. 258;

THENCE departing the north line of said remainder of a called 262.022 acre tract, with the proposed north right-of-way line of said C.R. 258, over and across said remainder of a called 262.022 acre tract, the following nine (9) courses and distances numbered 6-14:

6) S 05°22'35" E, a distance of 255.96 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 116.61 feet left of C.R. 258 E.C.S. 51+84.64, said point being the beginning of a curve to the left,

7) With said curve to the left, an arc distance of 12.89 feet, through a delta 01°34'15", having a radius of 470.00 feet, and a chord that bears S 06°09'43" E, a distance of 12.89 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 103.81 feet left of C.R. 258 E.C.S. 51+83.09,

8) S 57°42'32" E, a distance of 50.25 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 68.00 feet left of C.R. 258 E.C.S. 52+19.31, said point being the beginning of a curve to the left,

9) With said curve to the left, an arc distance of 215.76 feet, through a delta 03°56'49", having a radius of 3,132.00 feet, and a chord that bears N 74°32'15" E, a distance of 215.72 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 68.00 feet left of C.R. 258 E.C.S. 54+39.75,

10) N 68°43'58" E, a distance of 1,010.16 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 75.00 feet left of C.R. 258 E.C.S. 64+54.61,

11) N 21°16'02" W, a distance of 40.79 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 115.79 feet left of C.R. 258 E.C.S. 64+54.56,

12) N 68°43'58" E, a distance of 43.47 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 115.85 feet left of C.R. 258 E.C.S. 64+98.03,

13) S 19°18'02" E, a distance of 55.69 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 60.13 feet left of C.R. 258 E.C.S. 64+96.11, and

14) N 68°45'21" E, a distance of 77.09 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set (replacing a 1/2-inch iron rod found) 60.10 feet left of C.R. 258 E.C.S. 65+73.20 on the existing north right-of-way line of C.R. 258, as conveyed to Williamson County in Document No. 2015069264, O.P.R.W.C.TX., for the southwest corner of the remainder of a called 7.35 acre tract of land, described in a deed to Sandra Anderson, recorded in Document No. 1999046139, O.P.R.W.C.TX., same being the northeast corner of the parcel described herein;

THENCE departing the proposed north right-of-way line of said C.R. 258, with the existing north right-of-way line of said C.R. 258, the following two (2) courses and distances numbered 15-16:

15) S 08°02'31" E, a distance of 36.31 feet to a 1/2-inch iron rod found, for the southeast corner of said remainder of a called 262.022 acre tract and the parcel described herein, and

16) S 70°03'38" W, a distance of 22.40 feet to a calculated point, for the northeast corner of a called 100.00 acre tract of land, described in a deed to Ching Ruth Hsu, recorded in Document No. 2002015738, O.P.R.W.C.TX.;

THENCE departing the existing north right-of-way line of said C.R. 258, with the common line of said remainder of a called 262.022 acre tract and said 100.00 acre tract, the following three (3) courses and distances numbered 17-19:

17) S 69°33'31" W, a distance of 224.12 feet to a 1/2-inch iron rod found,

18) S 65°43'01" W, a distance of 343.82 feet to a calculated point, and

19) S 65°32'08" W, a distance of 793.76 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. 51+90.78 on the proposed south right-of-way line of said C.R. 258, said point being the beginning of a curve to the right;

20) **THENCE** departing the common line of said remainder of a called 262.022 acre tract and said 100.00 acre tract, with the proposed south right-of-way line of said C.R. 258 and said curve to the right, over and across said remainder of a called 262.022 acre tract, an arc distance of 499.97 feet, through a delta 08°45'56", having a radius of 3,268.00 feet, and a chord that bears S 81°24'17" W, a distance of 499.48 feet to a 5/8-inch iron rod with an aluminum set cap stamped "WILLIAMSON COUNTY" set 68.00 feet right of C.R. 258 E.C.S. 47+01.21 on the common line of said remainder of a called 262.022 acre tract and said 20.18565 acre tract, for the southwest corner of the parcel described herein, from which a 1/2-inch iron rod with a plastic cap stamped "Haynie Consulting" found, for the southeast corner of said 20.1865 acre tract, bears S 04°40'32" W, a distance of 87.31 feet;

THIS SPACE INTENTIONALLY LEFT BLANK

EXHIBIT "A"

County: Williamson
Parcel No.: 2
Highway: C.R. 258
Limits: From: US 183
To: Sunset Ridge

21) **THENCE** N 04°40'32" E, departing the proposed south right-of-way line of said C.R. 258, with the common line of said remainder of a called 262.022 acre tract and said 20.18565 acre tract a distance of 147.86 feet to the **POINT OF BEGINNING**, and containing 4.391 acres (191,267 sq. ft.) of land, more or less.

This property description is accompanied by a separate plat of even date.

Bearing Basis:
All bearings shown are based on the Texas Coordinate System, Central Zone, NAD 83/2011. All distances shown are surface and may be converted to grid by dividing by a Surface Adjustment Factor of 1.00012. Units: U.S. Survey Feet.

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

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.

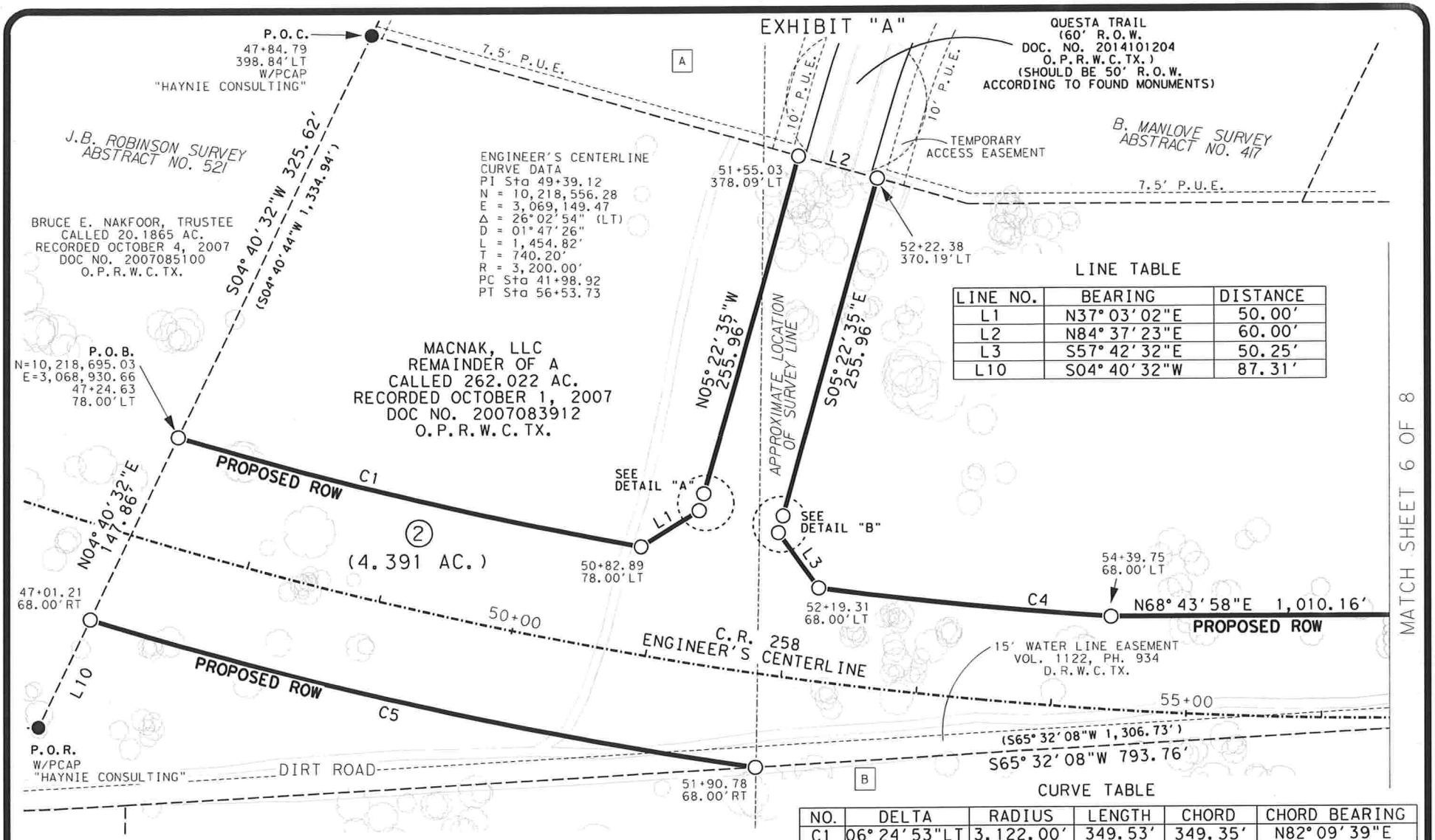
WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on the date shown below.

3/7/22

Scott C. Brashear Date
Registered Professional Land Surveyor
No. 6660 – State of Texas

SURVEYING AND MAPPING, LLC
4801 Southwest Pkwy
Building Two, Suite 100
Austin, Texas 78735
TX. Firm No. 10064300

EXHIBIT "A"



MATCH SHEET 6 OF 8

LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	N37° 03' 02"E	50.00'
L2	N84° 37' 23"E	60.00'
L3	S57° 42' 32"E	50.25'
L10	S04° 40' 32"W	87.31'

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	06° 24' 53"LT	3,122.00'	349.53'	349.35'	N82° 09' 39"E
C4	03° 56' 49"LT	3,132.00'	215.76'	215.72'	N74° 32' 15"E
C5	08° 45' 56"RT	3,268.00'	499.97'	499.48'	S81° 24' 17"W

REF. FIELD NOTE NO. 47970

100 0 50 100

GRAPHIC SCALE
SCALE: 1" = 100'
WILLIAMSON COUNTY, TEXAS

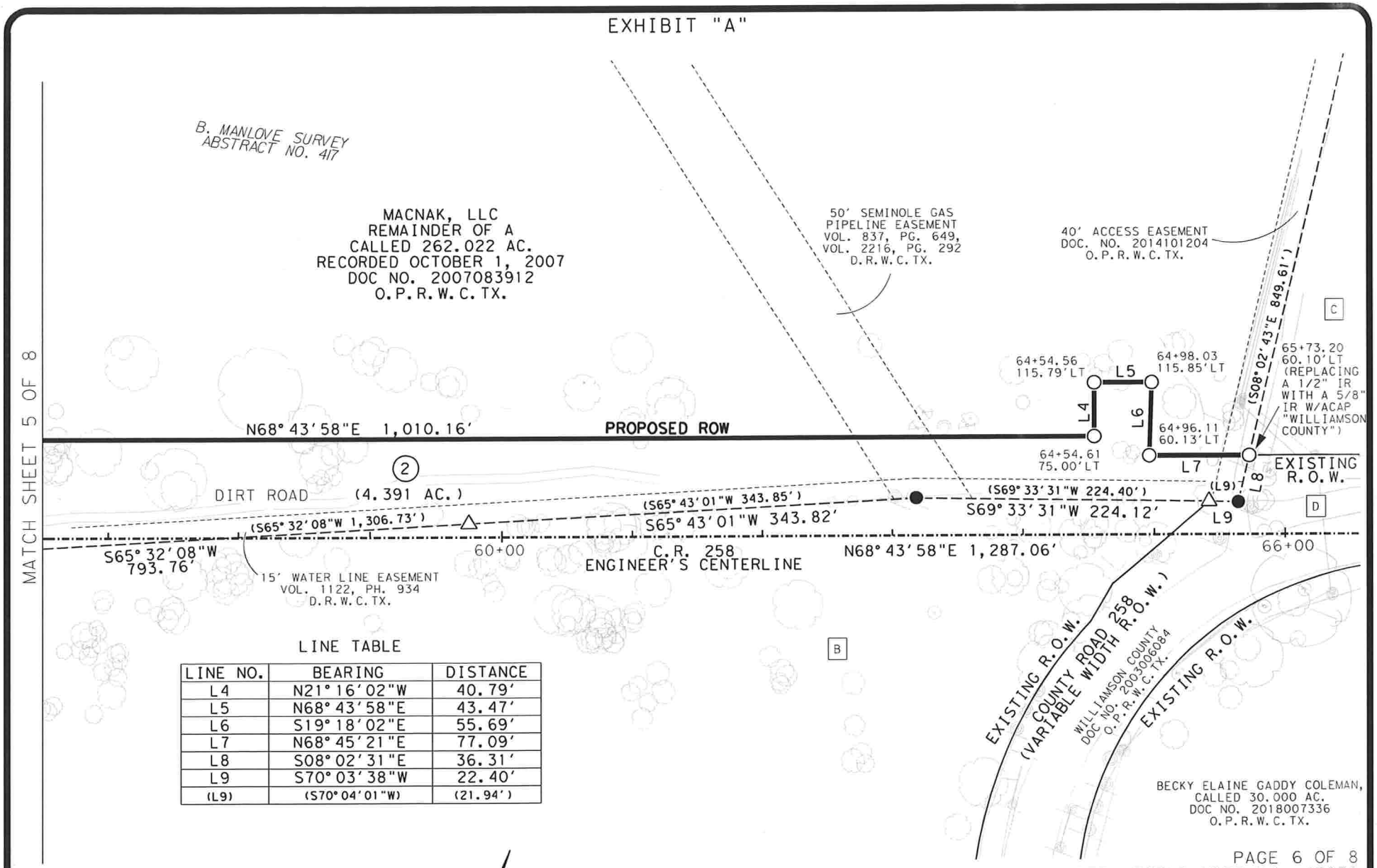
FILE:\\saminc\AUS\PROJECTS\1019049922\100\Survey\03Exhibits\P-2\P-2_Sheet_1.dgn

EXISTING	*18.584 AC.	ACQUIRE	4.391 AC.	REMAINING	12.074 AC. LEFT
					2.119 AC. RIGHT

SAM®
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
MACNAK, LLC
PARCEL 2
4.391 AC. (191,267 SQ. FT.)

EXHIBIT "A"



LINE TABLE

LINE NO.	BEARING	DISTANCE
L4	N21°16'02"W	40.79'
L5	N68°43'58"E	43.47'
L6	S19°18'02"E	55.69'
L7	N68°45'21"E	77.09'
L8	S08°02'31"E	36.31'
L9	S70°03'38"W	22.40'
(L9)	(S70°04'01"W)	(21.94')

REF. FIELD NOTE NO. 47970

100 0 50 100

GRAPHIC SCALE
SCALE: 1" = 100'
WILLIAMSON COUNTY, TEXAS

N

FILE:\\saminc\AUS\PROJECTS\1019049922\100\Survey\03Exhibits\P-2\P-2_Sheet_2.dgn

EXISTING	*18.584 AC.	ACQUIRE	4.391 AC.	REMAINING	12.074 AC. LEFT
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RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
MACNAK, LLC
PARCEL 2
4.391 AC. (191,267 SQ. FT.)

SCHEDULE B:

THIS SURVEY HEREON WAS PREPARED IN CONJUCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. 2048724-KFO, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE JUNE 17, 2021, AND ISSUED DATE JUNE 30, 2021.

1. RESTRICTIVE COVENANTS: ITEM NO. 1, SCHEDULE B, IS HEREBY DELETED.

10. THE FOLLOWING MATTERS AND ALL TERMS OF THE DOCUMENTS CREATING OR OFFERING EVIDENCE OF THE MATTERS (WE MUST INSERT MATTERS OR DELETE THIS EXCEPTION.):

A. RIGHTS OF PARTIES IN POSSESSION. (OWNER POLICY)

B. THIS ITEM HAS BEEN INTENTIONALLY DELETED.

C. THIS ITEM HAS BEEN INTENTIONALLY DELETED.

D. ANY PORTION OF SUBJECT PROPERTY LYING WITHIN THE BOUNDARIES OF A DEDICATED OR UNDEDICATED PUBLIC OR PRIVATE ROADWAY.

E. RIGHTS OF TENANTS, AS TENANTS ONLY, UNDER ANY AND ALL UNRECORDED LEASES OR RENTAL AGREEMENTS. (NOTE: THIS ITEM CAN BE DELETED UPON RECEIPT OF AN AFFIDAVIT EXECUTED BY THE SELLER EVIDENCING THERE ARE NOT ANY OUTSTANDING LEASES OR RENTAL AGREEMENTS. IF THE AFFIDAVIT REVEALS UNRECORDED OUTSTANDING LEASES OR RENTAL AGREEMENTS THE EXCEPTION MAY BE MODIFIED TO MAKE SPECIFIC EXCEPTION TO THOSE MATTERS.)

F. ALL LEASES, GRANTS, EXCEPTIONS 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.

G. TELECOMMUNICATION LINE EASEMENT GRANTED TO SOUTHWESTERN BELL TELEPHONE BY INSTRUMENTRECORDED IN VOLUME 554, PAGE 186, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (AS SHOWN ON PLAT)

H. THIS ITEM HAS BEEN INTENTIONALLY DELETED.
, VOLUME 728, PAGE 578 AND VOLUME 733, PAGE 530, DEED RECORDS, WILLIAMSON COUNTY, TEXAS.; DOES NOT AFFECT PROPERTY PER SURVEY, CHRIS 6/30)

I. THIS ITEM HAS BEEN INTENTIONALLY DELETED.
, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS.; DOES NOT AFFECT PROPERTY PER SURVEY, CHRIS 6/30)

J. WATER PIPELINE EASEMENT GRANTED TO CHISHOLM TRAIL WATER SUPPLY CORPORATION BY INSTRUMENT RECORDED IN VOLUME 1122, PAGE 934, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS. (AS SHOWN ON PLAT)

K. THIS ITEM HAS BEEN INTENTIONALLY DELETED.
, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS.; DOES NOT AFFECT PROPERTY PER SURVEY, CHRIS 6/30)

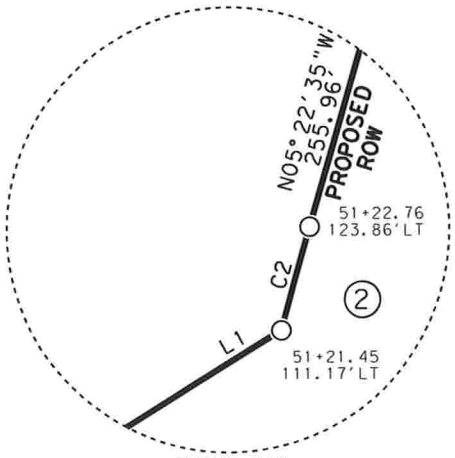
L. THIS ITEM HAS BEEN INTENTIONALLY DELETED.

M. MINERAL AND/OR ROYALTY INTEREST:
RECORDED: VOLUME 359, PAGE 290, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. TITLE TO SAID INTEREST HAS NOT BEEN RESEARCHED SUBSEQUENT TO THE DATE OF THE ABOVE REFERENCED INSTRUMENT AND THE COMPANY MAKES NO REPRESENTATION AS TO THE OWNERSHIP OR HOLDER OF SUCH INTEREST(S).

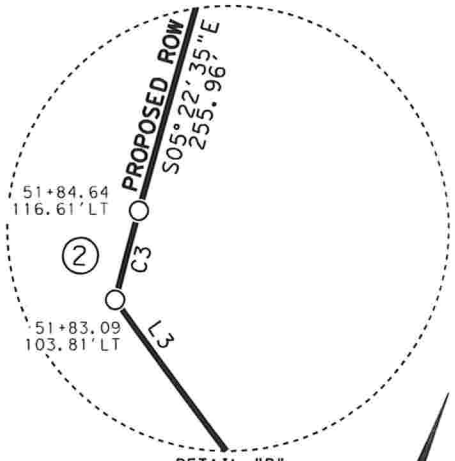
N. MINERAL AND/OR ROYALTY INTEREST:
RECORDED: VOLUME 387, PAGE 72, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. TITLE TO SAID INTEREST HAS NOT BEEN RESEARCHED SUBSEQUENT TO THE DATE OF THE ABOVE REFERENCED INSTRUMENT AND THE COMPANY MAKES NO REPRESENTATION AS TO THE OWNERSHIP OR HOLDER OF SUCH INTEREST(S).

O. MINERAL AND/OR ROYALTY INTEREST:
RECORDED: VOLUME 426, PAGE 110, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. TITLE TO SAID INTEREST HAS NOT BEEN RESEARCHED SUBSEQUENT TO THE DATE OF THE ABOVE REFERENCED INSTRUMENT AND THE COMPANY MAKES NO REPRESENTATION AS TO THE OWNERSHIP OR HOLDER OF SUCH INTEREST(S).

P. PETITION FOR CREATION OF WATCH HILL MUNICIPAL UTILITY DISTRICT AS SET FORTH IN DOCUMENT NO. 2007052738, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS.



DETAIL "A"
NOT TO SCALE



DETAIL "B"
NOT TO SCALE

LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	N37°03'02"E	50.00'
L3	S57°42'32"E	50.25'

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C2	01°22'42"RT	530.00'	12.75'	12.75'	N06°03'56"W
C3	01°34'15"LT	470.00'	12.89'	12.89'	S06°09'43"E

REF. FIELD NOTE NO. 47970

FILE:\\saminc\AUS\PROJECTS\1019049922\100\Survey\03Exhibits\P-2\P-2_Sheet_2.dgn

EXISTING	*18.584 AC.	ACQUIRE	4.391 AC.	REMAINING	12.074 AC. LEFT
					2.119 AC. RIGHT

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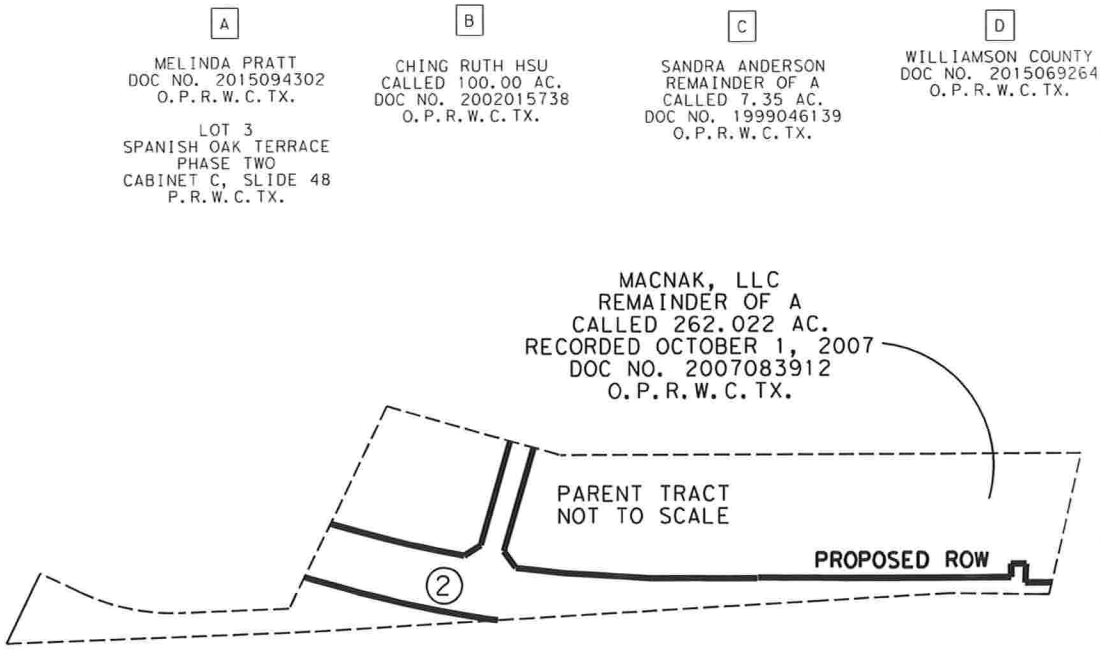
RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
MACNAK, LLC
PARCEL 2
4.391 AC. (191,267 SQ. FT.)

EXHIBIT "A"

LEGEND

○	5/8" IRON ROD SET WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY"
●	1/2" IRON ROD FOUND UNLESS NOTED
⬡	FENCE POST (TYPE NOTED)
■	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
ℙ	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 WITH THE BENEFIT OF TITLE REPORT, PROVIDED BY TITLE RESOURCES GUARANTY COMPANY, GF NO. 2048724-KFO, EFFECTIVE DATE JUNE 17, 2021, AND ISSUED DATE JUNE 30, 2021. THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.
3. U.S. 183 ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM AMERICAN STRUCTURE, INC. SCHEMATIC RECEIVED BY SAM, LLC. IN AUGUST, 2020.
4. THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.

* AREA CALCULATED BY SAM,LLC.

STATE OF TEXAS
REGISTERED
SCOTT C. BRASHEAR
6660
PROFESSIONAL
LAND SURVEYOR

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

SCOTT C. BRASHEAR
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6660, STATE OF TEXAS

3/7/22
DATE

REF. FIELD NOTE NO. 47970

FILE:\\saminc\AUS\PROJECTS\1019049922\100\Survey\03Exhibits\P-2\P-2_Sheet_2.dgn

EXISTING	*18.584 AC.	ACQUIRE	4.391 AC.	REMAINING	12.074 AC. LEFT
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RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
MACNAK, LLC
PARCEL 2
4.391 AC. (191,267 SQ. FT.)

DRAINAGE EASEMENT
County Road 258

THE STATE OF TEXAS '
' KNOW ALL BY THESE PRESENTS:
COUNTY OF WILLIAMSON '

That **MACNAK, LLC, a Texas limited liability company**, and its successors and assigns, hereinafter referred to as Grantor (whether one or more), for and in consideration of the sum of One and No/100 ($1.00) Dollars cash in hand paid and other good and valuable consideration paid to Grantor by **WILLIAMSON COUNTY, TEXAS**, its agents and assigns, hereinafter referred to as Grantee, receipt of which consideration is hereby acknowledged, has GRANTED, SOLD and CONVEYED, and by these premises does hereby GRANT, SELL and CONVEY unto Grantee a perpetual easement interest in, on, over, upon, above and across the below-described Property:

> All of that certain 0.065 acre (2,842 square feet) of land in the B. Manlove Survey, Abstract No. 417, Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated herein (**Parcel 2DE_1**); and
>
> All of that certain 0.118 acre (5,121 square feet) of land in the B. Manlove Survey, Abstract No. 417, Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibit "B" attached hereto and incorporated herein (**Parcel 2DE_2**)

The perpetual easement, right-of-way, rights and privileges herein granted shall be used for the purposes of opening, constructing and maintaining a permanent drainage easement and channel, along with any structures, materials, improvements, pipes, culverts, storm sewer, grading and related appurtenances and equipment which may be necessary to facilitate the proper drainage of the adjacent property and roadway facilities (the "Benefitted Tract"), in, along, upon, under and across said premises described in Exhibits "A-B" together with the right and privilege at all times of the Grantee herein, its agents, employees and representatives of ingress and egress from to and from said premises from the adjacent right of way for the purpose of making any improvements, modifications or repairs which the Grantee deems necessary.

The perpetual easement, right-of-way, rights and privileges herein granted shall also encompass the right of Grantee to trim, cut, fell and remove therefrom all trees, underbrush, vegetation, and obstructions, structures or obstacles within the limits of the Property, but only such as necessary to carry out the purposes of the easement; reserving to the landowners and their heirs and assigns, however, all such rights and privileges as may be used without interfering with or abridging the rights and purposes of the easement herein acquired by Grantee. Any such trees or vegetation cut by Grantee shall promptly be removed from the Property.

Grantee shall be responsible for maintaining the easement area described herein and any improvements constructed by Grantee and located in, across or upon the easement area. Grantee, by acceptance of this easement acknowledges and agrees that Grantor hereby expressly reserves the

right to relocate, modify and reduce the easement area described herein and alter any improvements or facilities located in, across or upon the easement area, at Grantor's sole cost and expense, provided that such relocation, reduction and/ or alteration shall not cause any use or development of the Benefited Tract to be out of compliance with any regulation of any governmental entity having jurisdiction over the Benefited Tract, and shall not cause the diversion, encroachment, impoundment or increase in the amount of surface water on or across the Benefited Tract in excess of the drainage conditions existing prior to such relocation, reduction or alteration. The Grantor may execute and file in the appropriate public records a replacement easement for any such reduction, alteration and/ or relocation of the easement area, provided such reduction, alteration or relocation of the easement area is in conformance with the terms of this paragraph and such replacement easement is conveyed to the Grantee, its successors or assigns by replacement easement recorded in the appropriate public records. Concurrent with or after the recording of such replacement easement, the Grantee, its successors or assigns shall execute any document presented by the Grantor reasonably necessary or convenient for the release or re-conveyance to Grantor of any easement area not included in the replacement easement.

To the extent allowed by law, Grantee shall indemnify Grantor against any loss and damage which shall be caused by the exercise of the rights of ingress and egress or by any wrongful or negligent act or omission of Grantee's agents or employees in the course of their employment. Grantee shall be responsible for the correction of, or compensation for, any damage to Grantor's property which is the result of actions outside the granted purposes of this easement.

TO HAVE AND TO HOLD the same, in perpetuity, in and to Grantee, and its successors and assigns, together with all and singular all usual and customary rights thereto in anywise belonging, and together with the right and privilege at any and all times to enter said premises, or any part thereof, for the purpose of constructing or maintaining said drainage and for making connections therewith.

Grantor does hereby bind its heirs, executors, administrators and assigns to WARRANT AND FOREVER DEFEND, all and singular, the said premises unto Williamson County, Texas, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under Grantors, but not otherwise. This conveyance is made subject to any validly existing matters of record affecting this Property which are recorded in the Official Records of Williamson County, Texas.

The perpetual easement, right-of-way, rights and privileges granted herein are non-exclusive, however Grantor covenants not to convey any other easement or conflicting rights within the premises covered by this grant that interfere with the purpose or function of any improvements placed thereon, or the maintenance of the Property for the conveyance of stormwater drainage without the express written consent of Grantee, which consent shall not be unreasonably withheld.

EXECUTED on this the 6th day of July, 2022.

[signature page follows]

GRANTOR:

MACNAK, LLC,
a Texas limited liability company

By: _____
Bruce E. Nakfoor, Member and
Authorized Signatory

ACKNOWLEDGMENT

STATE OF COLORADO §
§
COUNTY OF Pitkin §

This instrument was acknowledged before me on this the 6th day of July, 2022 by Bruce E. Nakfoor, in the capacity and for the purposes and consideration recited therein.

DIANE KIEBER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20194043161
MY COMMISSION EXPIRES 11/14/2023

_____
Notary Public, State of Colorado

ACCEPTED:

WILLIAMSON COUNTY, TEXAS

By:_____
Bill Gravell, Jr., County Judge

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the ____ day of _____, 2022 by Bill Gravell, Jr., Williamson County Judge, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, PLLC
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:

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

AFTER RECORDING RETURN TO:

EXHIBIT "A"

County: Williamson
Parcel No.: DE-2_1
Highway: C.R. 258
Limits: From: US 183
To: Sunset Ridge

March 7, 2022

PROPERTY DESCRIPTION FOR DRAINAGE EASEMENT 2_1

DESCRIPTION OF A 0.065 ACRE (2,842 SQ. FT.) EASEMENT LOCATED IN THE B. MANLOVE SURVEY, ABSTRACT NO. 417, WILLIAMSON COUNTY, TEXAS BEING A PORTION OF THE REMAINDER OF A CALLED 262.022 ACRE TRACT OF LAND, DESCRIBED IN A DEED TO MACNAK, LLC, RECORDED OCTOBER 1, 2007 IN DOCUMENT NO. 2007083912, OFFICAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.); SAID 0.065 ACRE (2,842 SQ. FT.) EASEMENT, AS SHOWN ON A PLAT PREPARED BY SAM, LLC, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a spindle found 376.87 feet left of County Road 258 (C.R. 258) Engineer's Centerline Station (E.C.S.) 66+47.71 on the west line of a remainder of a called 7.35 acre tract of land, described in a deed to Sandra Anderson, recorded in Document No. 1999046139, O.P.R.W.C.TX., for the northeast corner of said remainder of a called 262.022 acre tract, same being the southeast corner of Lot 21, Block A, Rancho Santa Fe, Section 1 Final Plat, recorded in Document No. 2014101204, O.P.R.W.C.TX., described in a deed to Beverly M. Cline and Roger Cline, wife and husband, recorded in Document No. 2020132957, O.P.R.W.C.TX.;

THENCE S 08°02'31" E, with the common line of said remainder of a called 262.022 acre tract and said remainder of a called 7.35 acre tract, a distance of 325.40 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set (replacing a 1/2-inch iron rod found) 60.10 feet left of C.R. 258 E.C.S. 65+73.26 on the existing north right-of-way line of C.R. 258, a variable width right-of-way, as conveyed to Williamson County in Document No. 2015069264, O.P.R.W.C.TX., for the southwest corner of said remainder of a called 7.35 acre tract of land;

THENCE departing the existing north right-of-way line of said C.R. 258, with the proposed north right-of-way of said C.R. 258, over and across said remainder of a called 262.022 acre tract, the following three (3) courses and distances:

S 68°45'21" W, a distance of 77.09 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 60.13 feet left of C.R. 258 E.C.S. 64+96.17,

N 19°18'02" W, a distance of 55.69 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 115.79 feet left of C.R. 258 E.C.S. 64+98.09, and

S 68°43'58" W, a distance of 43.47 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set (Surface Coordinates: N=10,219,223.16, E=3,070,543.60) 115.79 feet left of C.R. 258 E.C.S. 64+54.61, for the northeast corner and **POINT OF BEGINNING** of the easement described herein;

THENCE continuing with the proposed north right-of-way line of said C.R. 258, over and across said remainder of a called 262.022 acre tract, the following two (2) courses and distances numbered 1-2:

1) S 21°16'02" E, a distance of 40.79 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 75.00 feet left of C.R. 258 E.C.S. 64+54.61, for the southeast corner of the easement described herein, and

EXHIBIT "A"

County: Williamson
Parcel No.: DE-2_1
Highway: C.R. 258
Limits: From: US 183
To: Sunset Ridge

2) S 68°43'58" W, a distance of 139.36 feet to calculated point 75.00 feet left of C.R. 258 E.C.S. 63+15.26, for the west corner of the easement described herein;

3) **THENCE** N 52°25'08" E, departing the proposed north right-of-way line of said C.R. 258, over and across said remainder of a called 262.022 acre tract, a distance of 145.20 feet to the **POINT OF BEGINNING**, and containing 0.065 acres (2,842 sq. ft.) of land, more or less.

This property description is accompanied by a separate plat of even date.

Bearing Basis:
All bearings shown are based on the Texas Coordinate System, Central Zone, NAD 83/2011. All distances shown are surface and may be converted to grid by dividing by a Surface Adjustment Factor of 1.00012. Units: U.S. Survey Feet.

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

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.

3/7/22

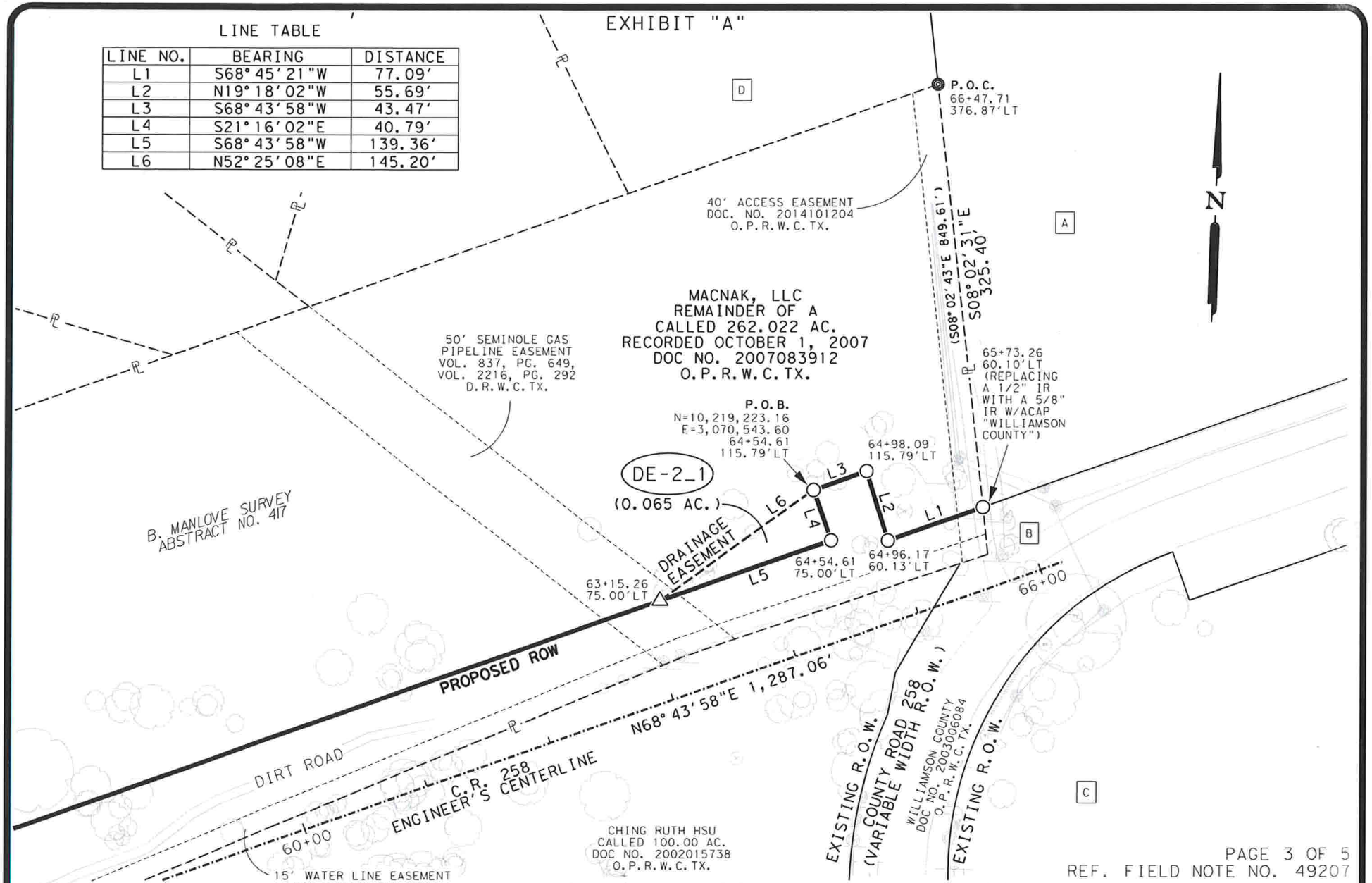
Scott C. Brashear Date
Registered Professional Land Surveyor
No. 6660 – State of Texas

SURVEYING AND MAPPING, LLC
4801 Southwest Pkwy
Building Two, Suite 100
Austin, Texas 78735
TX. Firm No. 10064300

EXHIBIT "A"

LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	S68° 45' 21"W	77.09'
L2	N19° 18' 02"W	55.69'
L3	S68° 43' 58"W	43.47'
L4	S21° 16' 02"E	40.79'
L5	S68° 43' 58"W	139.36'
L6	N52° 25' 08"E	145.20'



100 0 50 100

GRAPHIC SCALE
SCALE: 1" = 100'
WILLIAMSON COUNTY, TEXAS

REF. FIELD NOTE NO. 49207

FILE:\\saminc\AUS\PROJECTS\1019049922\100\Survey\03Exhibits\DE-2_1\DE-2_1.dgn

EXISTING	*18.584 AC.	ACQUIRE	0.000 AC.	REMAINING	18.584 AC. LEFT

SAM®
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax.: (512) 326-3029
Texas Firm Registration No. 10064300

EASEMENT SKETCH
SHOWING PROPERTY OF
MACNAK, LLC
DE-2_1
0.065 AC. (2,842 SQ. FT.)

EXHIBIT "A"

SCHEDULE B:

THIS SURVEY HEREON WAS PREPARED IN CONJUCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. 2048724-KFO, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE JUNE 17, 2021, AND ISSUED DATE JUNE 30, 2021.

1. RESTRICTIVE COVENANTS: ITEM NO. 1, SCHEDULE B, IS HEREBY DELETED.

10. THE FOLLOWING MATTERS AND ALL TERMS OF THE DOCUMENTS CREATING OR OFFERING EVIDENCE OF THE MATTERS (WE MUST INSERT MATTERS OR DELETE THIS EXCEPTION.):

A. RIGHTS OF PARTIES IN POSSESSION. (OWNER POLICY)

B. THIS ITEM HAS BEEN INTENTIONALLY DELETED.

C. THIS ITEM HAS BEEN INTENTIONALLY DELETED.

D. ANY PORTION OF SUBJECT PROPERTY LYING WITHIN THE BOUNDARIES OF A DEDICATED OR UNDEDICATED PUBLIC OR PRIVATE ROADWAY.

E. RIGHTS OF TENANTS, AS TENANTS ONLY, UNDER ANY AND ALL UNRECORDED LEASES OR RENTAL AGREEMENTS. (NOTE: THIS ITEM CAN BE DELETED UPON RECEIPT OF AN AFFIDAVIT EXECUTED BY THE SELLER EVIDENCING THERE ARE NOT ANY OUTSTANDING LEASES OR RENTAL AGREEMENTS. IF THE AFFIDAVIT REVEALS UNRECORDED OUTSTANDING LEASES OR RENTAL AGREEMENTS THE EXCEPTION MAY BE MODIFIED TO MAKE SPECIFIC EXCEPTION TO THOSE MATTERS.)

F. ALL LEASES, GRANTS, EXCEPTIONS 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.

G. TELECOMMUNICATION LINE EASEMENT GRANTED TO SOUTHWESTERN BELL TELEPHONE BY INSTRUMENTRECORDED IN VOLUME 554, PAGE 186, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (AS SHOWN ON PLAT)

H. THIS ITEM HAS BEEN INTENTIONALLY DELETED.
, VOLUME 728, PAGE 578 AND VOLUME 733, PAGE 530, DEED RECORDS, WILLIAMSON COUNTY, TEXAS.; DOES NOT AFFECT PROPERTY PER SURVEY, CHRIS 6/30)

I. THIS ITEM HAS BEEN INTENTIONALLY DELETED.
, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS.; DOES NOT AFFECT PROPERTY PER SURVEY, CHRIS 6/30)

J. WATER PIPELINE EASEMENT GRANTED TO CHISHOLM TRAIL WATER SUPPLY CORPORATION BY INSTRUMENT RECORDED IN VOLUME 1122, PAGE 934, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS. (AS SHOWN ON PLAT)

K. THIS ITEM HAS BEEN INTENTIONALLY DELETED.
, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS.; DOES NOT AFFECT PROPERTY PER SURVEY, CHRIS 6/30)

L. THIS ITEM HAS BEEN INTENTIONALLY DELETED.

M. MINERAL AND/OR ROYALTY INTEREST:
RECORDED: VOLUME 359, PAGE 290, DEED RECORDS, WILLIAMSON COUNTY, TEXAS.
TITLE TO SAID INTEREST HAS NOT BEEN RESEARCHED SUBSEQUENT TO THE DATE OF THE ABOVE REFERENCED INSTRUMENT AND THE COMPANY MAKES NO REPRESENTATION AS TO THE OWNERSHIP OR HOLDER OF SUCH INTEREST(S).

N. MINERAL AND/OR ROYALTY INTEREST:
RECORDED: VOLUME 387, PAGE 72, DEED RECORDS, WILLIAMSON COUNTY, TEXAS.
TITLE TO SAID INTEREST HAS NOT BEEN RESEARCHED SUBSEQUENT TO THE DATE OF THE ABOVE REFERENCED INSTRUMENT AND THE COMPANY MAKES NO REPRESENTATION AS TO THE OWNERSHIP OR HOLDER OF SUCH INTEREST(S).

O. MINERAL AND/OR ROYALTY INTEREST:
RECORDED: VOLUME 426, PAGE 110, DEED RECORDS, WILLIAMSON COUNTY, TEXAS.
TITLE TO SAID INTEREST HAS NOT BEEN RESEARCHED SUBSEQUENT TO THE DATE OF THE ABOVE REFERENCED INSTRUMENT AND THE COMPANY MAKES NO REPRESENTATION AS TO THE OWNERSHIP OR HOLDER OF SUCH INTEREST(S).

P. PETITION FOR CREATION OF WATCH HILL MUNICIPAL UTILITY DISTRICT AS SET FORTH IN DOCUMENT NO. 2007052738, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS.

REF. FIELD NOTE NO. 49207

FILE:\\saminc\AUS\PROJECTS\1019049922\100\Survey\03Exhibits\DE-2_1\DE-2_1.dgn

EXISTING	*18.584 AC.	ACQUIRE	0.000 AC.	REMAINING	18.584 AC. LEFT

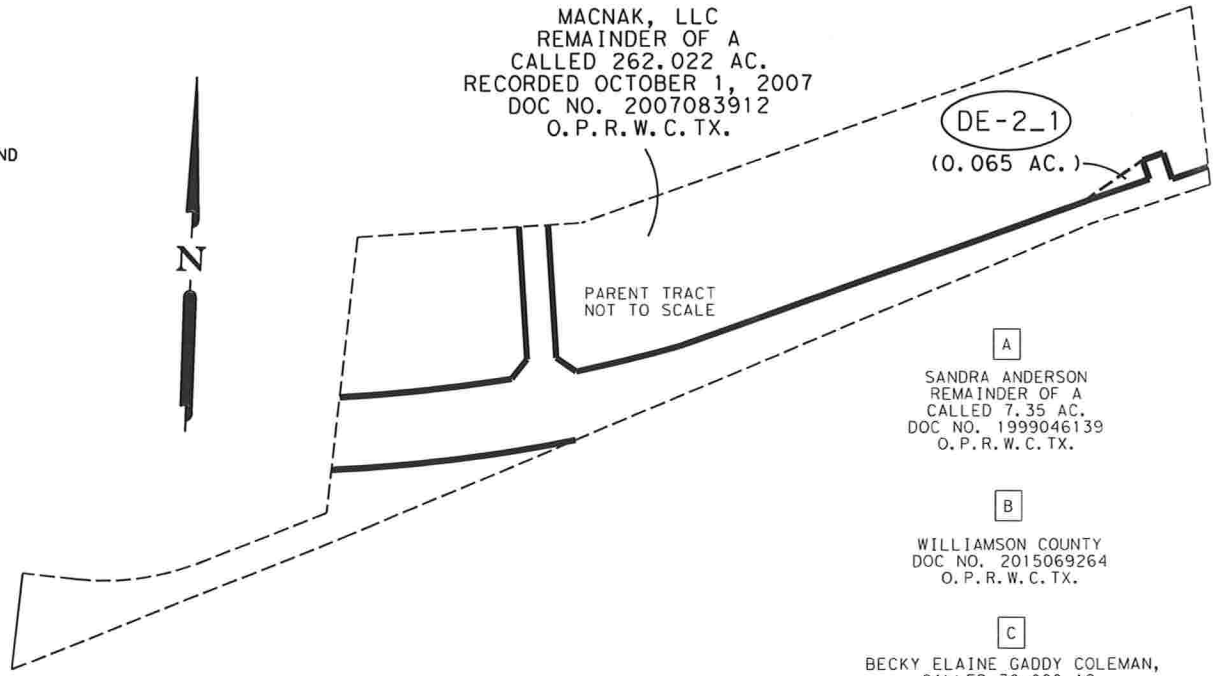
SAM®
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax.: (512) 326-3029
Texas Firm Registration No. 10064300

EASEMENT SKETCH
SHOWING PROPERTY OF
MACNAK, LLC
DE-2_1
0.065 AC. (2,842 SQ. FT.)

EXHIBIT "A"

LEGEND

○	5/8" IRON ROD SET WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY"
●	1/2" IRON ROD FOUND UNLESS NOTED
⬡	FENCE POST (TYPE NOTED)
■	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)



NOTES:

1. ALL BEARINGS SHOWN ARE BASED ON NAD83/2011/NAVD88 TEXAS COORDINATE SYSTEM, CENTRAL ZONE. ALL DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.00012. ALL COORDINATES SHOWN ARE IN SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE SAME FACTOR. PROJECT UNITS ARE IN U.S. SURVEY FEET.

2. THIS SURVEY WAS COMPLETED WITH THE BENEFIT OF TITLE REPORT, PROVIDED BY TITLE RESOURCES GUARANTY COMPANY, GF NO. 2048724-KFO, EFFECTIVE DATE JUNE 17, 2021, AND ISSUED DATE JUNE 30, 2021. THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.

3. U.S. 183 ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM AMERICAN STRUCTURE, INC. SCHEMATIC RECEIVED BY SAM, LLC. IN AUGUST, 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.

STATE OF TEXAS
REGISTERED
SCOTT C. BRASHEAR
6660
PROFESSIONAL
LAND SURVEYOR

SCOTT C. BRASHEAR
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6660, STATE OF TEXAS

3/7/22
DATE

REF. FIELD NOTE NO. 49207

FILE:\\saminc\AUS\PROJECTS\1019049922\100\Survey\03Exhibits\DE-2_1\DE-2_1.dgn

EXISTING	*18.584 AC.	ACQUIRE	0.000 AC.	REMAINING	18.584 AC. LEFT

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Fax.: (512) 326-3029
Texas Firm Registration No. 10064300

EASEMENT SKETCH
SHOWING PROPERTY OF
MACNAK, LLC
DE-2_1
0.065 AC. (2,842 SQ. FT.)

EXHIBIT "A"

County: Williamson
Parcel No.: DE-2_2
Highway: C.R. 258
Limits: From: US 183
To: Sunset Ridge

March 7, 2022

PROPERTY DESCRIPTION FOR DRAINAGE EASEMENT 2_2

DESCRIPTION OF A 0.118 ACRE (5,121 SQ. FT.) EASEMENT LOCATED IN THE B. MANLOVE SURVEY, ABSTRACT NO. 417, WILLIAMSON COUNTY, TEXAS BEING A PORTION OF THE REMAINDER OF A CALLED 262.022 ACRE TRACT OF LAND, DESCRIBED IN A DEED TO MACNAK, LLC, RECORDED OCTOBER 1, 2007 IN DOCUMENT NO. 2007083912, OFFICAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.); SAID 0.118 ACRE (5,121 SQ. FT.) EASEMENT, AS SHOWN ON A PLAT PREPARED BY SAM, LLC, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a spindle found 376.87 feet left of County Road 258 (C.R. 258) Engineer's Centerline Station (E.C.S.) 66+47.71 on the west line of a remainder of a called 7.35 acre tract of land, described in a deed to Sandra Anderson, recorded in Document No. 1999046139, O.P.R.W.C.TX., for the northeast corner of said remainder of a called 262.022 acre tract, same being the southeast corner of Lot 21, Block A, Rancho Santa Fe, Section 1 Final Plat, recorded in Document No. 2014101204, O.P.R.W.C.TX., described in a deed to Beverly M. Cline and Roger Cline, wife and husband, recorded in Document No. 2020132957, O.P.R.W.C.TX.;

THENCE S 08°02'31" E, with the common line of said remainder of a called 262.022 acre tract and said remainder of a called 7.35 acre tract, a distance of 325.40 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set (replacing a 1/2-inch iron rod found) 60.10 feet left of C.R. 258 E.C.S. 65+73.26 on the existing north right-of-way line of C.R. 258, a variable width right-of-way, as conveyed to Williamson County in Document No. 2015069264, O.P.R.W.C.TX., for the southwest corner of said remainder of a called 7.35 acre tract;

THENCE S 68°45'21" W, departing the existing north right-of-way line of said C.R. 258, with the proposed north right-of-way of said C.R. 258, over and across said remainder of a called 262.022 acre tract, a distance of 41.07 feet to a calculated point (Surface Coordinates: N=10,219,199.42, E=3,070,636.09) 60.11 feet left of C.R. 258 E.C.S. 65+32.20, for the southeast corner and **POINT OF BEGINNING** of the easement described herein;

THENCE continuing with the proposed north right-of-way line of said C.R. 258, over and across said remainder of a called 262.022 acre tract, the following three (3) courses and distances numbered 1-3:

1) S 68°45'21" W, a distance of 36.02 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 60.13 feet left of C.R. 258 E.C.S. 64+96.17, for the most southerly southwest corner of the easement described herein,

2) N 19°18'02" W, a distance of 55.69 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 115.79 feet left of C.R. 258 E.C.S. 64+98.09, and

3) S 68°43'58" W, a distance of 43.47 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 115.79 feet left of C.R. 258 E.C.S. 64+54.61, for the most westerly southwest corner of the easement described herein;

EXHIBIT "A"

County: Williamson
Parcel No.: DE-2_2
Highway: C.R. 258
Limits: From: US 183
To: Sunset Ridge

THENCE departing the proposed north right-of-way line of said C.R. 258, over and across said remainder of a called 262.022 acre tract, the following three (3) courses and distances numbered 4-6:

4) N 21°16'02" W, a distance of 40.82 feet to a calculated point 156.51 feet left of C.R. 258 E.C.S. 64+54.61, for the northwest corner of the easement described herein,

5) N 68°43'58" E, a distance of 77.62 feet to a calculated point 156.61 feet left of C.R. 258 E.C.S. 65+32.24, for the northeast corner of the easement described herein, and

6) S 21°14'39" E, a distance of 96.49 feet to the **POINT OF BEGINNING**, and containing 0.118 acres (5,121 sq. ft.) of land, more or less.

This property description is accompanied by a separate plat of even date.

Bearing Basis:
All bearings shown are based on the Texas Coordinate System, Central Zone, NAD 83/2011. All distances shown are surface and may be converted to grid by dividing by a Surface Adjustment Factor of 1.00012. Units: U.S. Survey Feet.

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

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.

3/7/22

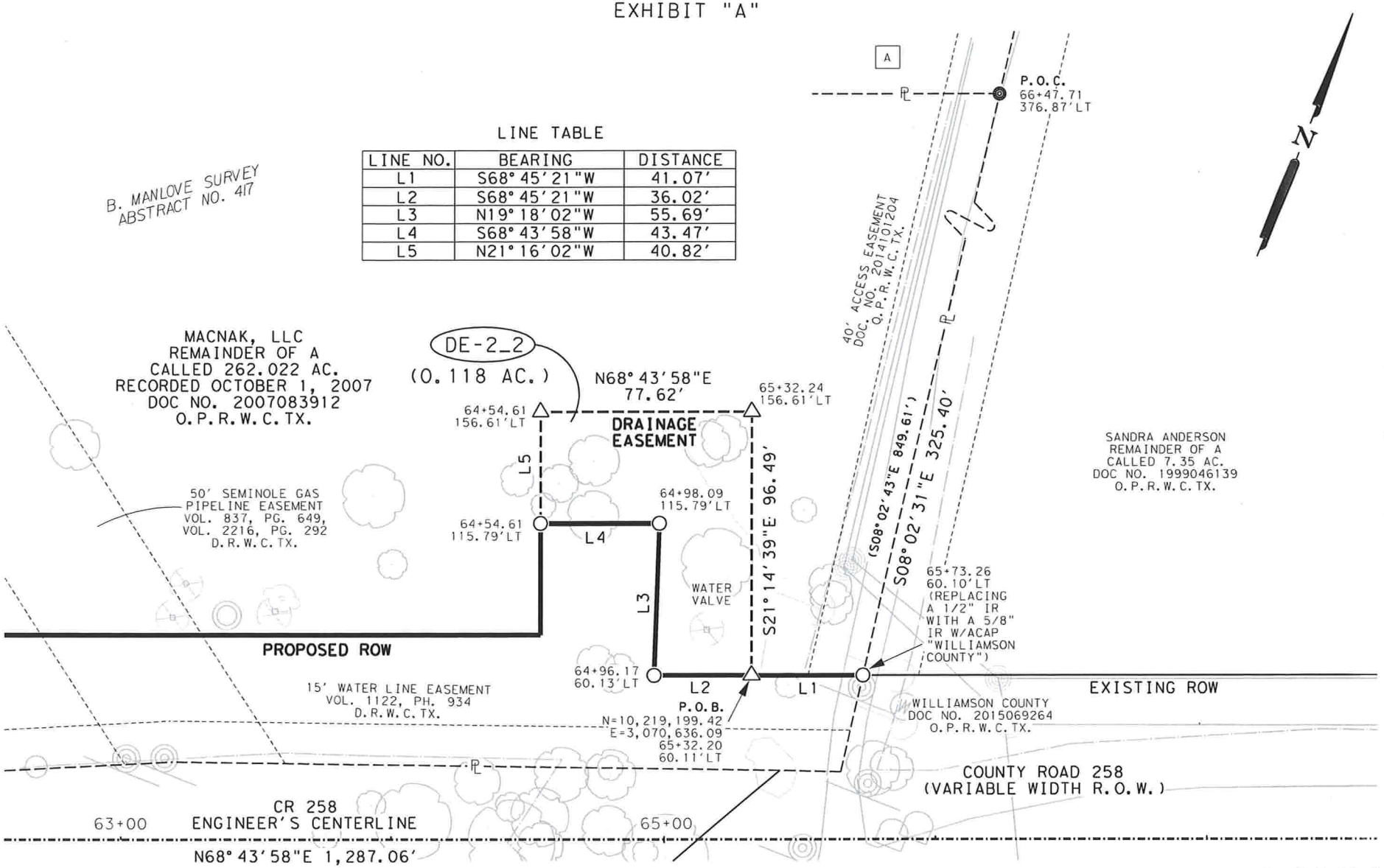
Scott C. Brashear Date
Registered Professional Land Surveyor
No. 6660 – State of Texas

SURVEYING AND MAPPING, LLC
4801 Southwest Pkwy
Building Two, Suite 100
Austin, Texas 78735
TX. Firm No. 10064300

FN 49206

SAM Job No. 49922

EXHIBIT "A"



LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	S68°45'21"W	41.07'
L2	S68°45'21"W	36.02'
L3	N19°18'02"W	55.69'
L4	S68°43'58"W	43.47'
L5	N21°16'02"W	40.82'

REF. FIELD NOTE NO. 49206

FILE:\\saminc\AUS\PROJECTS\1019049922\100\Survey\03Exhibits\DE-2_2\DE-2_2.dgn

50 0 25 50

GRAPHIC SCALE
SCALE: 1" = 50'
WILLIAMSCON COUNTY, TEXAS

EXISTING	*18.584 AC.	ACQUIRE	0.000 AC.	REMAINING	18.584 AC. LEFT

SAM™
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

EASEMENT SKETCH
SHOWING PROPERTY OF
MACNAK, LLC
DRAINAGE EASEMENT 2_2
0.118 AC. (5,121 SQ. FT.)

EXHIBIT "A"

SCHEDULE B:

THIS SURVEY HEREON WAS PREPARED IN CONJUCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. 2048724-KFO, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE JUNE 17, 2021, AND ISSUED DATE JUNE 30, 2021.

1. RESTRICTIVE COVENANTS: ITEM NO. 1, SCHEDULE B, IS HEREBY DELETED.

10. THE FOLLOWING MATTERS AND ALL TERMS OF THE DOCUMENTS CREATING OR OFFERING EVIDENCE OF THE MATTERS (WE MUST INSERT MATTERS OR DELETE THIS EXCEPTION.):

A. RIGHTS OF PARTIES IN POSSESSION. (OWNER POLICY)

B. THIS ITEM HAS BEEN INTENTIONALLY DELETED.

C. THIS ITEM HAS BEEN INTENTIONALLY DELETED.

D. ANY PORTION OF SUBJECT PROPERTY LYING WITHIN THE BOUNDARIES OF A DEDICATED OR UNDEDICATED PUBLIC OR PRIVATE ROADWAY.

E. RIGHTS OF TENANTS, AS TENANTS ONLY, UNDER ANY AND ALL UNRECORDED LEASES OR RENTAL AGREEMENTS. (NOTE: THIS ITEM CAN BE DELETED UPON RECEIPT OF AN AFFIDAVIT EXECUTED BY THE SELLER EVIDENCING THERE ARE NOT ANY OUTSTANDING LEASES OR RENTAL AGREEMENTS. IF THE AFFIDAVIT REVEALS UNRECORDED OUTSTANDING LEASES OR RENTAL AGREEMENTS THE EXCEPTION MAY BE MODIFIED TO MAKE SPECIFIC EXCEPTION TO THOSE MATTERS.)

F. ALL LEASES, GRANTS, EXCEPTIONS 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.

G. TELECOMMUNICATION LINE EASEMENT GRANTED TO SOUTHWESTERN BELL TELEPHONE BY INSTRUMENTRECORDED IN VOLUME 554, PAGE 186, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (AS SHOWN ON PLAT)

H. THIS ITEM HAS BEEN INTENTIONALLY DELETED.
, VOLUME 728, PAGE 578 AND VOLUME 733, PAGE 530, DEED RECORDS, WILLIAMSON COUNTY, TEXAS.; DOES NOT AFFECT PROPERTY PER SURVEY, CHRIS 6/30)

I. THIS ITEM HAS BEEN INTENTIONALLY DELETED.
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J. WATER PIPELINE EASEMENT GRANTED TO CHISHOLM TRAIL WATER SUPPLY CORPORATION BY INSTRUMENT RECORDED IN VOLUME 1122, PAGE 934, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS. (AS SHOWN ON PLAT)

K. THIS ITEM HAS BEEN INTENTIONALLY DELETED.
, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS.; DOES NOT AFFECT PROPERTY PER SURVEY, CHRIS 6/30)

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M. MINERAL AND/OR ROYALTY INTEREST:
RECORDED: VOLUME 359, PAGE 290, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. TITLE TO SAID INTEREST HAS NOT BEEN RESEARCHED SUBSEQUENT TO THE DATE OF THE ABOVE REFERENCED INSTRUMENT AND THE COMPANY MAKES NO REPRESENTATION AS TO THE OWNERSHIP OR HOLDER OF SUCH INTEREST(S).

N. MINERAL AND/OR ROYALTY INTEREST:
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O. MINERAL AND/OR ROYALTY INTEREST:
RECORDED: VOLUME 426, PAGE 110, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. TITLE TO SAID INTEREST HAS NOT BEEN RESEARCHED SUBSEQUENT TO THE DATE OF THE ABOVE REFERENCED INSTRUMENT AND THE COMPANY MAKES NO REPRESENTATION AS TO THE OWNERSHIP OR HOLDER OF SUCH INTEREST(S).

P. PETITION FOR CREATION OF WATCH HILL MUNICIPAL UTILITY DISTRICT AS SET FORTH IN DOCUMENT NO. 2007052738, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS.

REF. FIELD NOTE NO. 49206
FILE:\\saminc\AUS\PROJECTS\1019049922\100\Survey\03Exhibits\DE-2_2\DE-2_2.dgn

EXISTING	*18.584 AC.	ACQUIRE	0.000 AC.	REMAINING	18.584 AC. LEFT

SAM™
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

EASEMENT SKETCH
SHOWING PROPERTY OF
MACNAK, LLC
DRAINAGE EASEMENT 2_2
0.118 AC. (5,121 SQ. FT.)

LEGEND

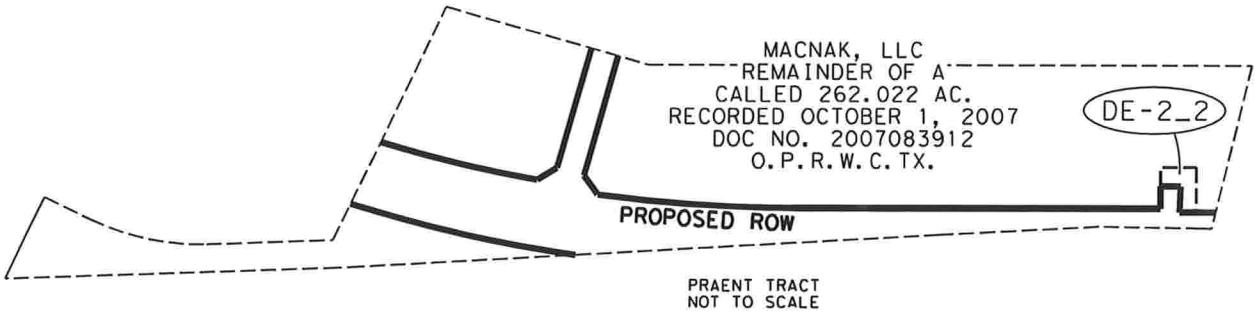
○	5/8" IRON ROD SET WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY"
●	1/2" IRON ROD FOUND UNLESS NOTED
⬡	FENCE POST (TYPE NOTED)
■	TYPE I CONCRETE MONUMENT FOUND
⊡	TXDOT TYPE II BRONZE DISK IN CONCRETE FOUND
⊙	1/2" IRON PIPE FOUND UNLESS NOTED
▲	80D NAIL FOUND
⊕	MAGNAIL FOUND
◎	SPINDLE FOUND
✖	RAILROAD 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

EXHIBIT "A"

A

BEVERLY M. CLINE AND
ROGER CLINE, WIFE AND HUSBAND
DOC. NO. 2020132957
O.P.R.W.C.TX.

LOT 21
BLOCK A
RANCHO SANTA FE
SECTION 1 FINAL PLAT
DOC. NO. 2014101204
O.P.R.W.C.TX.



PRAENT TRACT
NOT TO SCALE

NOTES:

1. ALL BEARINGS SHOWN ARE BASED ON NAD83/2011/NAVD88 TEXAS COORDINATE SYSTEM, CENTRAL ZONE. ALL DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.00012. ALL COORDINATES SHOWN ARE IN SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE SAME FACTOR. PROJECT UNITS ARE IN U.S. SURVEY FEET.
2. THIS SURVEY WAS COMPLETED WITH THE BENEFIT OF TITLE REPORT, PROVIDED BY TITLE RESOURCES GUARANTY COMPANY, GF NO. 2048724-KFO, EFFECTIVE DATE JUNE 17, 2021, AND ISSUED DATE JUNE 30, 2021. THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.
3. U.S. 183 ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM AMERICAN STRUCTURE, INC. SCHEMATIC RECEIVED BY SAM, LLC. IN AUGUST, 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

3/7/22
DATE

REF. FIELD NOTE NO. 49206

FILE:\\saminc\AUS\PROJECTS\1019049922\100\Survey\03Exhibits\DE-2_2\DE-2_2.dgn

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EASEMENT SKETCH
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DRAINAGE EASEMENT 2_2
0.118 AC. (5,121 SQ. FT.)

SLOPE AND LATERAL SUPPORT EASEMENT
County Road 258

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

That **MACNAK, LLC, a Texas limited liability company**, its successors and assigns ("Grantor"), for and in consideration of the sum of One and no/100th DOLLARS ($1.00) and other good and valuable consideration paid by **WILLIAMSON COUNTY, TEXAS**, ("Grantee"), receipt of which is hereby acknowledged, does hereby Grant, Sell, and Convey unto Grantee a permanent slope and lateral support easement, in, on, under and across the following real property ("Property"), to wit:

> All of that certain 0.395 acre (17,211 square feet) of land in the B. Manlove Survey, Abstract No. 417, Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated herein (**Parcel 2SE_1**)

The perpetual easement, rights and privileges herein granted shall be used to construct, install, operate, maintain, inspect, reconstruct, enlarge, relocate, rebuild, repair, and remove materials for slope and lateral support of the adjacent roadway facility and related appurtenances and improvements which may be necessary to facilitate the proper support and operation of the adjacent property and roadway facilities (the "Benefitted Tract"), in, along, upon, under and across said premises described in Exhibit "A" together with the right and privilege at all times of the Grantee herein, its agents, employees and representatives of ingress and egress from to and from said premises from the adjacent right of way for the purpose of making any improvements, modifications or repairs which the Grantee deems necessary.

This conveyance is made and accepted subject to any and all conditions and restrictions, if any, relating to the hereinabove described property, to the extent, and only to the extent, that the same may still be in force and effect, shown of record in the office of the County Clerk of Williamson County, Texas.

The Easement, rights, and privileges granted herein are non-exclusive, however, Grantor covenants that it will not convey any future easement or conflicting rights within the area covered by this grant, without the express written consent of Grantee, which consent shall not be unreasonably withheld. Prior to granting its consent for other easements Grantee may require reasonable safeguards to protect the integrity of the adjacent road system improvements.

Grantor shall be specifically prohibited from removing any earth, fill, or other materials from the Property, whether existing or installed by Grantee, and Grantor shall not otherwise impact, alter, or take any action to affect or reduce the lateral support of the adjacent roadway facilities and related appurtenances and improvements, without Grantee's prior written consent.

However, Grantor may add any additional earth, fill or other materials upon the Property as necessary to develop or otherwise improve the remaining property of Grantor in accordance with any applicable development rules or ordinances of Grantee or other applicable regulatory agency or jurisdiction.

Grantee shall be responsible for maintaining the easement area described herein and any improvements constructed by Grantee and located in, across or upon the easement area. Grantee, by acceptance of this easement acknowledges and agrees that Grantor hereby expressly reserves the right to relocate, modify and reduce the easement area described herein and alter any improvements or facilities located in, across or upon the easement area, at Grantor's sole cost and expense, provided that such relocation, reduction and/ or alteration shall not cause any use or development of the Benefited Tract to be out of compliance with any regulation of any governmental entity having jurisdiction over the Benefited Tract, and shall not cause the diversion, encroachment, impoundment or increase in the amount of surface water on or across the Benefited Tract in excess of the drainage conditions existing prior to such relocation, reduction or alteration. The Grantor may execute and file in the appropriate public records a replacement easement for any such reduction, alteration and/ or relocation of the easement area, provided such reduction, alteration or relocation of the easement area is in conformance with the terms of this paragraph and such replacement easement is conveyed to the Grantee, its successors or assigns by replacement easement recorded in the appropriate public records. Concurrent with or after the recording of such replacement easement, the Grantee, its successors or assigns shall execute any document presented by the Grantor reasonably necessary or convenient for the release or re-conveyance to Grantor of any easement area not included in the replacement easement.

To the extent allowed by law, Grantee shall indemnify Grantor against any loss and damage which shall be caused by the exercise of the rights of ingress and egress or by any wrongful or negligent act or omission of Grantee's agents or employees in the course of their employment.

The Easement, rights, privileges and obligations granted in this Easement shall be appurtenant to and shall run with Grantor's property, and shall be binding upon and inure to the benefit of the parties to this Easement, their successors, assigns, mortgagees, tenants, guests, employees, representatives, servants and invitees, subject to all matters of record or in existence affecting the Property.

TO HAVE AND TO HOLD the rights and interests described unto Grantee and its successors and assigns, forever, and Grantor does hereby bind himself, his heirs, successors and assigns, and legal representatives, to warrant and forever defend, all and singular, the above-described Easement and rights and interests unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming, or to claim same, or any part thereof.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed this 6th day of July, 2022.

GRANTOR:

MACNAK, LLC,
a Texas limited liability company

By: _____
Bruce E. Nakfoor, Member and
Authorized Signatory

ACKNOWLEDGMENT

STATE OF COLORADO §
§
COUNTY OF Pitkin §

This instrument was acknowledged before me on this the 6th day of July, 2022 by Bruce E. Nakfoor, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Colorado

DIANE KIEBER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20194043161
MY COMMISSION EXPIRES 11/14/2023

ACCEPTED:

WILLIAMSON COUNTY, TEXAS

By:_____
Bill Gravell, Jr., County Judge

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the __ day of _____, 2022 by Bill Gravell, Jr., Williamson County Judge, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, PLLC
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:

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

AFTER RECORDING RETURN TO:

EXHIBIT "A"

County: Williamson
Parcel No.: SE-2_1
Highway: C.R. 258
Limits: From: US 183
To: Sunset Ridge

March 7, 2022

PROPERTY DESCRIPTION FOR SLOPE EASEMENT 2_1

DESCRIPTION OF A 0.395 ACRE (17,211 SQ. FT.) EASEMENT LOCATED IN THE B. MANLOVE SURVEY, ABSTRACT NO. 417, WILLIAMSON COUNTY, TEXAS BEING A PORTION OF THE REMAINDER OF A CALLED 262.022 ACRE TRACT OF LAND, DESCRIBED IN A DEED TO MACNAK, LLC, RECORDED OCTOBER 1, 2007 IN DOCUMENT NO. 2007083912, OFFICAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.); SAID 0.395 ACRE (17,211 SQ. FT.) EASEMENT, AS SHOWN ON A PLAT PREPARED BY SAM, LLC, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a spindle found 376.87 feet left of County Road 258 (C.R. 258) Engineer's Centerline Station (E.C.S.) 66+47.71 on the west line of a remainder of a called 7.35 acre tract of land, described in a deed to Sandra Anderson, recorded in Document No. 1999046139, O.P.R.W.C.TX., for the northeast corner of said remainder of a called 262.022 acre tract, same being the southeast corner of Lot 21, Block A, Rancho Santa Fe, Section 1 Final Plat, recorded in Document No. 2014101204, O.P.R.W.C.TX., described in a deed to Beverly M. Cline and Roger Cline, wife and husband, recorded in Document No. 2020132957, O.P.R.W.C.TX.;

THENCE S 08°02'31" E, with the common line of said remainder of a called 262.022 acre tract and said remainder of a called 7.35 acre tract, a distance of 325.40 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set (replacing a 1/2-inch iron rod found) 60.10 feet left of C.R. 258 E.C.S. 65+73.26 on the existing north right-of-way line of C.R. 258, a variable width right-of-way, as conveyed to Williamson County in Document No. 2015069264, O.P.R.W.C.TX., for the southwest corner of said remainder of a called 7.35 acre tract of land;

THENCE departing the existing north right-of-way line of said C.R. 258, with the proposed north right-of-way of said C.R. 258, over and across said remainder of a called 262.022 acre tract, the following five (5) courses and distances:

S 68°45'21" W, a distance of 77.09 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 60.13 feet left of C.R. 258 E.C.S. 64+96.17,

N 19°18'02" W, a distance of 55.69 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 115.79 feet left of C.R. 258 E.C.S. 64+98.09,

S 68°43'58" W, a distance of 43.47 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 115.79 feet left of C.R. 258 E.C.S. 64+54.61,

S 21°16'02" E, a distance of 40.79 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 75.00 feet left of C.R. 258 E.C.S. 64+54.61, and

S 68°43'58" W, a distance of 254.61 feet to a calculated point (Surface Coordinates: N=10,219,092.80, E=3,070,321.12) 75.00 feet left of C.R. 258 E.C.S 62+00.00, for the southeast corner and **POINT OF BEGINNING** of the easement described herein;

1) **THENCE** S 68°43'58" W, continuing with the proposed north right-of-way of said C.R. 258, over and across said remainder of a called 262.022 acre tract, a distance of 601.03 feet to a calculated point 74.52 feet left of C.R. 258 E.C.S. 55+97.66, for the west corner of the easement described herein;

THENCE, departing the proposed north right-of-way of said C.R. 258, over and across said remainder of a called 262.022 acre tract, the following seven (7) courses and distances numbered 2-8:

2) N 57°51'49" E, a distance of 153.79 feet to a calculated point 104.00 feet left of C.R. 258 E.C.S. 57+50.00,

3) N 68°43'58" E, a distance of 50.00 feet to a calculated point 104.00 feet left of C.R. 258 E.C.S. 58+00.00,

4) N 65°17'57" E, a distance of 100.18 feet to a calculated point 110.00 feet left of C.R. 258 E.C.S. 59+00.00,

5) N 57°25'22" E, a distance of 50.99 feet to a calculated point 120.00 feet left of C.R. 258 E.C.S. 59+50.00,

6) N 68°43'58" E, a distance of 150.00 feet to a calculated point 120.00 feet left of C.R. 258 E.C.S. 61+00.00, for the northeast corner of the easement described herein,

7) S 76°13'17" E, a distance of 61.07 feet to a calculated point 84.93 feet left of C.R. 258 E.C.S. 61+50.00, and

THIS SPACE INTENTIONALLY LEFT BLANK

8) N 79°57'56" E, a distance of 50.98 feet to the **POINT OF BEGINNING**, and containing 0.395 acres (17,211 sq. ft.) of land, more or less.

This property description is accompanied by a separate plat of even date.

Bearing Basis:
All bearings shown are based on the Texas Coordinate System, Central Zone, NAD 83/2011. All distances shown are surface and may be converted to grid by dividing by a Surface Adjustment Factor of 1.00012. Units: U.S. Survey Feet.

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

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.

3/7/22

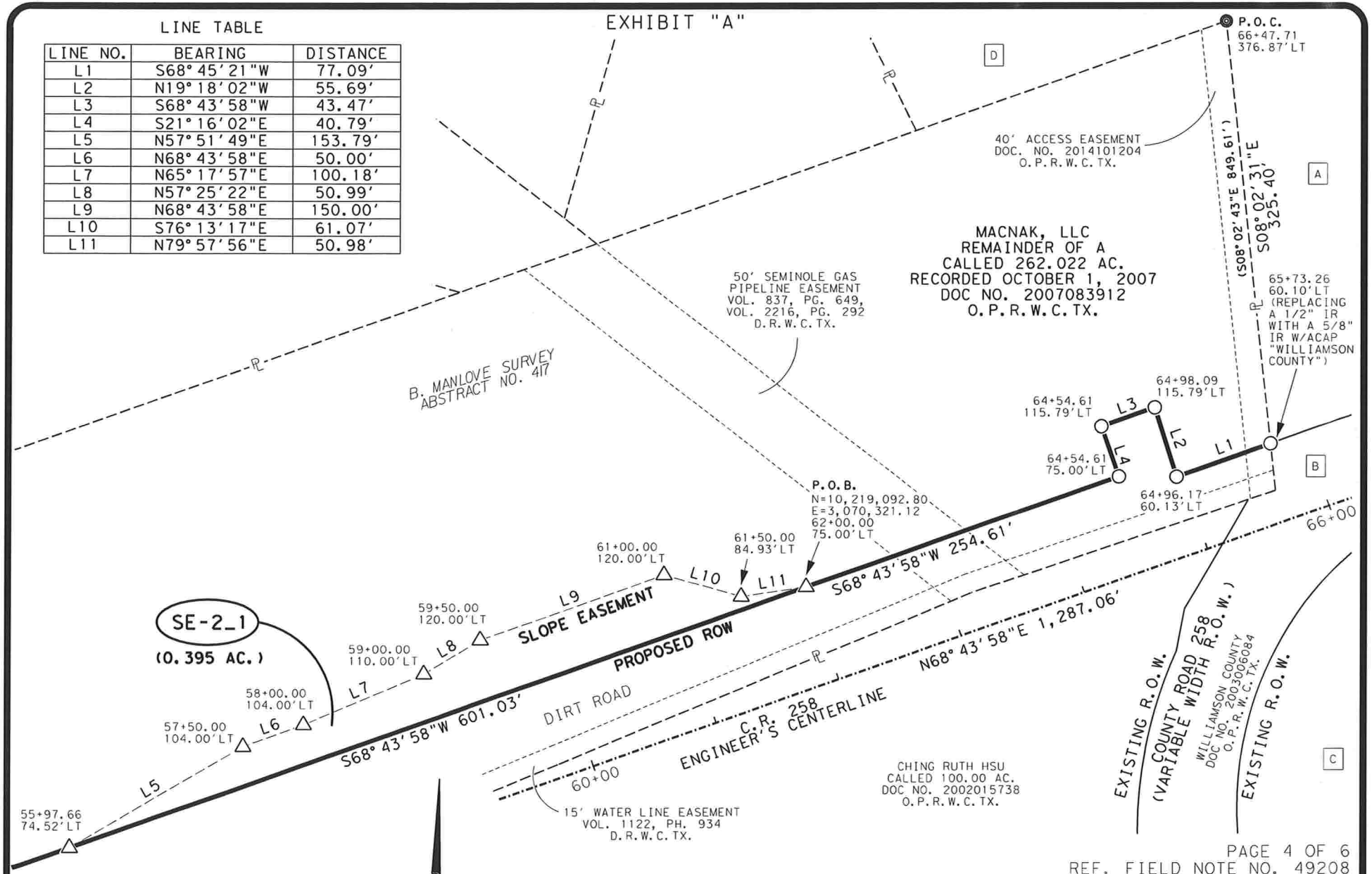
Scott C. Brashear Date
Registered Professional Land Surveyor
No. 6660 – State of Texas

SURVEYING AND MAPPING, LLC
4801 Southwest Pkwy
Building Two, Suite 100
Austin, Texas 78735
TX. Firm No. 10064300

EXHIBIT "A"

LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	S68°45'21"W	77.09'
L2	N19°18'02"W	55.69'
L3	S68°43'58"W	43.47'
L4	S21°16'02"E	40.79'
L5	N57°51'49"E	153.79'
L6	N68°43'58"E	50.00'
L7	N65°17'57"E	100.18'
L8	N57°25'22"E	50.99'
L9	N68°43'58"E	150.00'
L10	S76°13'17"E	61.07'
L11	N79°57'56"E	50.98'



100 0 50 100

GRAPHIC SCALE
SCALE: 1" = 100'
WILLIAMSON COUNTY, TEXAS

N

REF. FIELD NOTE NO. 49208

FILE:\\saminc\AUS\PROJECTS\1019049922\100\Survey\03Exhibits\SE-2_1\SE-2_1.dgn

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EASEMENT SKETCH
SHOWING PROPERTY OF
MACNAK, LLC
SE-2_1
0.395 AC. (17,211 SQ. FT.)

EXHIBIT "A"

SCHEDULE B:

THIS SURVEY HEREON WAS PREPARED IN CONJUCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. 2048724-KFO, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE JUNE 17, 2021, AND ISSUED DATE JUNE 30, 2021.

1. RESTRICTIVE COVENANTS: ITEM NO. 1, SCHEDULE B, IS HEREBY DELETED.

10. THE FOLLOWING MATTERS AND ALL TERMS OF THE DOCUMENTS CREATING OR OFFERING EVIDENCE OF THE MATTERS (WE MUST INSERT MATTERS OR DELETE THIS EXCEPTION.):

A. RIGHTS OF PARTIES IN POSSESSION. (OWNER POLICY)

B. THIS ITEM HAS BEEN INTENTIONALLY DELETED.

C. THIS ITEM HAS BEEN INTENTIONALLY DELETED.

D. ANY PORTION OF SUBJECT PROPERTY LYING WITHIN THE BOUNDARIES OF A DEDICATED OR UNDEDICATED PUBLIC OR PRIVATE ROADWAY.

E. RIGHTS OF TENANTS, AS TENANTS ONLY, UNDER ANY AND ALL UNRECORDED LEASES OR RENTAL AGREEMENTS. (NOTE: THIS ITEM CAN BE DELETED UPON RECEIPT OF AN AFFIDAVIT EXECUTED BY THE SELLER EVIDENCING THERE ARE NOT ANY OUTSTANDING LEASES OR RENTAL AGREEMENTS. IF THE AFFIDAVIT REVEALS UNRECORDED OUTSTANDING LEASES OR RENTAL AGREEMENTS THE EXCEPTION MAY BE MODIFIED TO MAKE SPECIFIC EXCEPTION TO THOSE MATTERS.)

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H. THIS ITEM HAS BEEN INTENTIONALLY DELETED.
, VOLUME 728, PAGE 578 AND VOLUME 733, PAGE 530, DEED RECORDS, WILLIAMSON COUNTY, TEXAS.; DOES NOT AFFECT PROPERTY PER SURVEY, CHRIS 6/30)

I. THIS ITEM HAS BEEN INTENTIONALLY DELETED.
, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS.; DOES NOT AFFECT PROPERTY PER SURVEY, CHRIS 6/30)

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REF. FIELD NOTE NO. 49208

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SHOWING PROPERTY OF
MACNAK, LLC
SE-2_1
0.395 AC. (17,211 SQ. FT.)

EXHIBIT "A"

LEGEND

○	5/8" IRON ROD SET WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY"
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■	TYPE I CONCRETE MONUMENT FOUND
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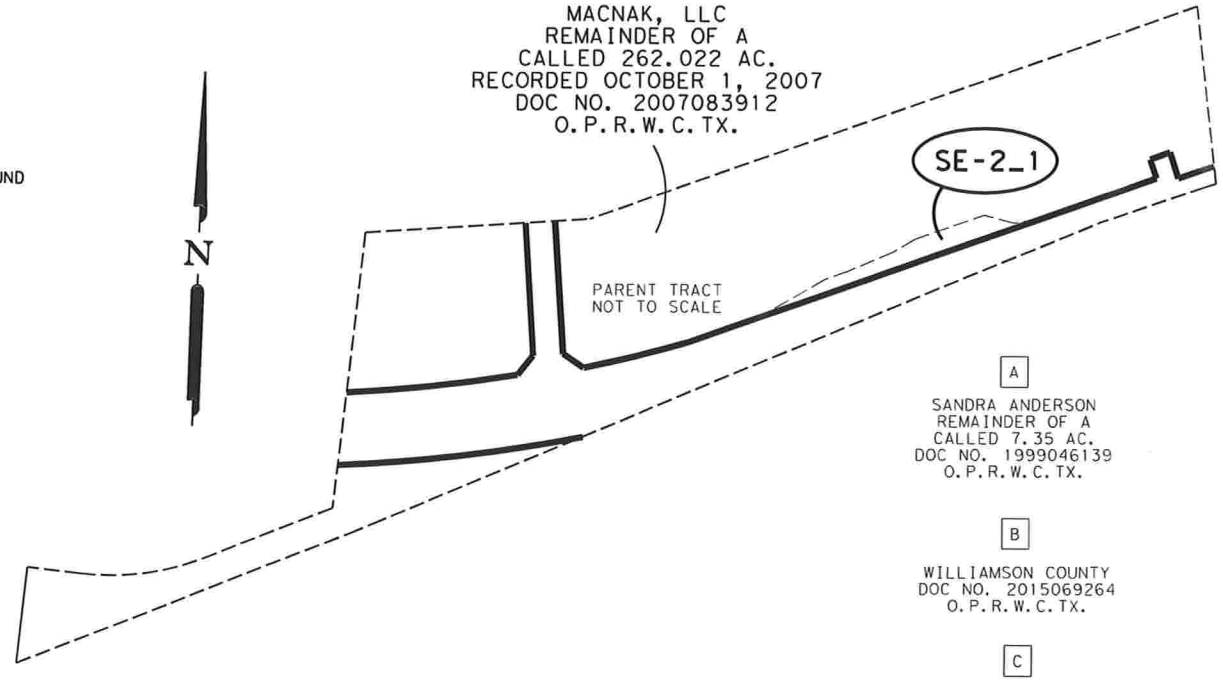
P.O.C.	POINT OF COMMENCING
P.O.R.	POINT OF REFERENCE
N.T.S.	NOT TO SCALE
D.R.W.C.TX.	DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
O.R.W.C.TX.	OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.TX.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
--/---	DISTANCE NOT TO SCALE
---1--	DEED LINE (COMMON OWNERSHIP)
	PROPOSED TEMPORARY EASEMENT LINE



A
SANDRA ANDERSON
REMAINDER OF A
CALLED 7.35 AC.
DOC NO. 1999046139
O.P.R.W.C.TX.

B
WILLIAMSON COUNTY
DOC NO. 2015069264
O.P.R.W.C.TX.

C
BECKY ELAINE GADDY COLEMAN,
CALLED 30.000 AC.
DOC NO. 2018007336
O.P.R.W.C.TX.

D
BEVERLY M. CLINE AND ROGER CLINE,
WIFE AND HUSBAND
DOC NO. 2020132957
O.P.R.W.C.TX.

LOT 21, BLOCK A
RANCHO SANTA FE
SECTION 1 FINAL PLAT
DOC NO. 2014101204
O.P.R.W.C.TX.

NOTES:

1. ALL BEARINGS SHOWN ARE BASED ON NAD83/2011/NAVD88 TEXAS COORDINATE SYSTEM, CENTRAL ZONE. ALL DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.00012. ALL COORDINATES SHOWN ARE IN SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE SAME FACTOR. PROJECT UNITS ARE IN U.S. SURVEY FEET.

2. THIS SURVEY WAS COMPLETED WITH THE BENEFIT OF TITLE REPORT, PROVIDED BY TITLE RESOURCES GUARANTY COMPANY, GF NO. 2048724-KFO, EFFECTIVE DATE JUNE 17, 2021, AND ISSUED DATE JUNE 30, 2021. THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.

3. U.S. 183 ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM AMERICAN STRUCTURE, INC. SCHEMATIC RECEIVED BY SAM, LLC. IN AUGUST, 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.

STATE OF TEXAS
REGISTERED
SCOTT C. BRASHEAR
6660
PROFESSIONAL
LAND SURVEYOR

3/7/22

SCOTT C. BRASHEAR
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6660, STATE OF TEXAS

DATE

REF. FIELD NOTE NO. 49208

FILE:\\saminc\AUS\PROJECTS\1019049922\100\Survey\03Exhibits\SE-2_1\SE-2_1.dgn

EXISTING	*18.584 AC.	ACQUIRE	0.000 AC.	REMAINING	18.584 AC. LEFT

SAM®
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax.: (512) 326-3029
Texas Firm Registration No. 10064300

EASEMENT SKETCH
SHOWING PROPERTY OF
MACNAK, LLC
SE-2_1
0.395 AC. (17,211 SQ. FT.)

TEMPORARY CONSTRUCTION EASEMENT

County Road 258 Off Site Grading

KNOW ALL PERSONS BY THESE PRESENTS:

That **MACNAK, LLC, a Texas limited liability company** (hereafter referred to as "Grantor"), whether one or more, in consideration of Ten and 00/100 Dollars ($10.00) and other good and valuable consideration paid by Williamson County, Texas, the receipt of which is hereby acknowledged, does hereby grant to **WILLIAMSON COUNTY, TEXAS**, its agents, contractors, successors and assigns (referred to as "Grantee"), a temporary construction easement for the purpose of constructing and/or reconstructing a driveway and or roadway entrance(s) and connections to and across the remaining property of Grantor and adjacent properties, and any associated site grading and drainage therewith ("Project"), in, along, upon and across the property described in Exhibit "A" ("the Property") as necessary to carry out the purposes of this easement. The construction, reconstruction and/or removal of any improvements, driveway, roadways, curbs, trees, grading cut/fill, slope, or other related improvements, facilities or site modification on or to the Property shall be in the location of, subject to, and shall substantially comply with any notes, details, specifications or other requirements or restrictions as shown on the plan sheets attached as Exhibit "B" and incorporated herein, or as otherwise subsequently modified and agreed to between the parties in writing.

The parties agree further as follows:

Following completion of work within the temporary construction easement area described in Exhibit "A", Grantee shall at its expense and within ninety (90) days of completion of the work restore any Property injured or damaged by Grantee's use of the Property and activities thereon, including specifically landscaping, irrigation, parking, pavement, or vegetation, as closely as possible to substantially the same condition or better than existed previous to Grantee's entry upon the Property, or otherwise in compliance with the specifications as set out on the plans in Exhibit "B", taking into consideration the use and purposes to which the Property is to be put.

This temporary construction easement shall be in full force and effect at all times during the accomplishment and completion of the construction activities described above. This temporary construction easement shall terminate and the easement rights and improvements constructed within the easement area, if any, shall fully revert to Grantor, Grantor's successors, and assigns, and all interest conveyed shall terminate on the earlier of (a) the expiration of nine (9) months after the date of Grantee's first entry upon the Property for the purposes granted herein, (b) on the date of completion of construction of the Project, or (c) on December 31, 2024, whichever occurs first.

To the extent allowed by law, Grantee shall indemnify Grantor against any loss and damage which shall be caused by the exercise of the rights of ingress and egress or by any wrongful or negligent act or omission of Grantee's agents or employees in the course of their employment.

At no time during the grant of this easement shall Grantor be denied reasonable driveway ingress and egress to its remaining property for the purposes to which the parent tract is currently being put, unless there is an agreement between Grantor and Grantee to do so in advance.

This conveyance is subject to all easements and rights of way of record, visible or apparent on the ground, all restrictions, reservations, covenants, conditions, oil, gas, or other mineral leases, mineral severances and other instruments that affect the Property.

IN WITNESS WHEREOF, the parties hereto have executed this instrument to be effective the 6th day of July, 2022.

GRANTOR:

MACNAK, LLC,
a Texas limited liability company

By: _____
Bruce E. Nakfoor, Member and
Authorized Signatory

ACKNOWLEDGMENT

STATE OF COLORADO §
§
COUNTY OF Pitkin §

This instrument was acknowledged before me on this the 6th day of July, 2022 by Bruce E. Nakfoor, in the capacity and for the purposes and consideration recited therein.

DIANE KIEBER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20194043161
MY COMMISSION EXPIRES 11/14/2023

_____
Notary Public, State of Colorado

ACCEPTED AND AGREED BY GRANTEE:

WILLIAMSON COUNTY, TEXAS

By:_____
Bill Gravell, Jr.
County Judge

Acknowledgment

State of Texas §
§
County of Williamson §

This instrument was acknowledged before me on this the ____ day of _____ _____, 2022 by Bill Gravell, Jr., Williamson County Judge, in the capacity and for the purposes and consideration recited herein.

_____
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

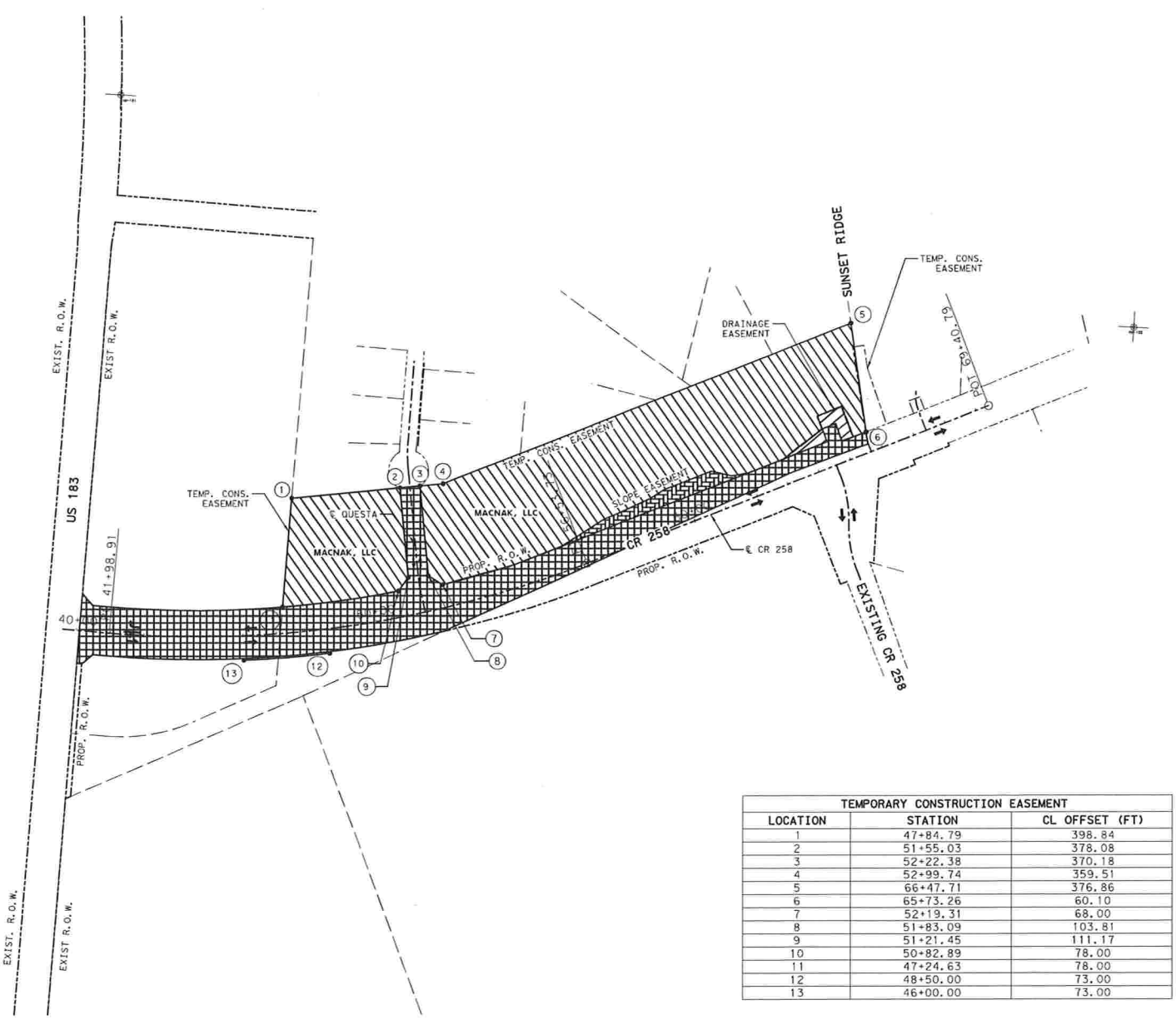
Sheets & Crossfield, PLLC
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:

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

AFTER RECORDING RETURN TO:

FINAL SUBMITTAL



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SCALE IN FEET

LEGEND

- TEMP. CONS. EASEMENT
- PROP. ROW
- DRAINAGE EASEMENT
- SLOPE EASEMENT

TEMPORARY CONSTRUCTION EASEMENT		
LOCATION	STATION	CL OFFSET (FT)
1	47+84.79	398.84
2	51+55.03	378.08
3	52+22.38	370.18
4	52+99.74	359.51
5	66+47.71	376.86
6	65+73.26	60.10
7	52+19.31	68.00
8	51+83.09	103.81
9	51+21.45	111.17
10	50+82.89	78.00
11	47+24.63	78.00
12	48+50.00	73.00
13	46+00.00	73.00

REV	DATE	DESCRIPTION	APPROVED

AMERICAN STRUCTUREPOINT INC.
TBPE FIRM NO. F-10068
377 E 126th North Suite 3201
Bullion Business Park, Suite 3201
Logan, Utah 84321
TEL 512.474.9027 FAX 317.543.5270
www.structurepoint.com

WILLIAMSON COUNTY
1848

CR 258 EXTENSION

EXHIBIT A
MACNAK, LCC
TEMPORARY CONSTRUCTION EASEMENT

SHEET 1 OF 1

DESIGN	GRAPHICS	CHECK	CHECK	SHEET NO.
AMP	RAC	FG	RJZ	1
	STATE	COUNTY	PRECINCT	
	TX	WILCO	PCT 2	

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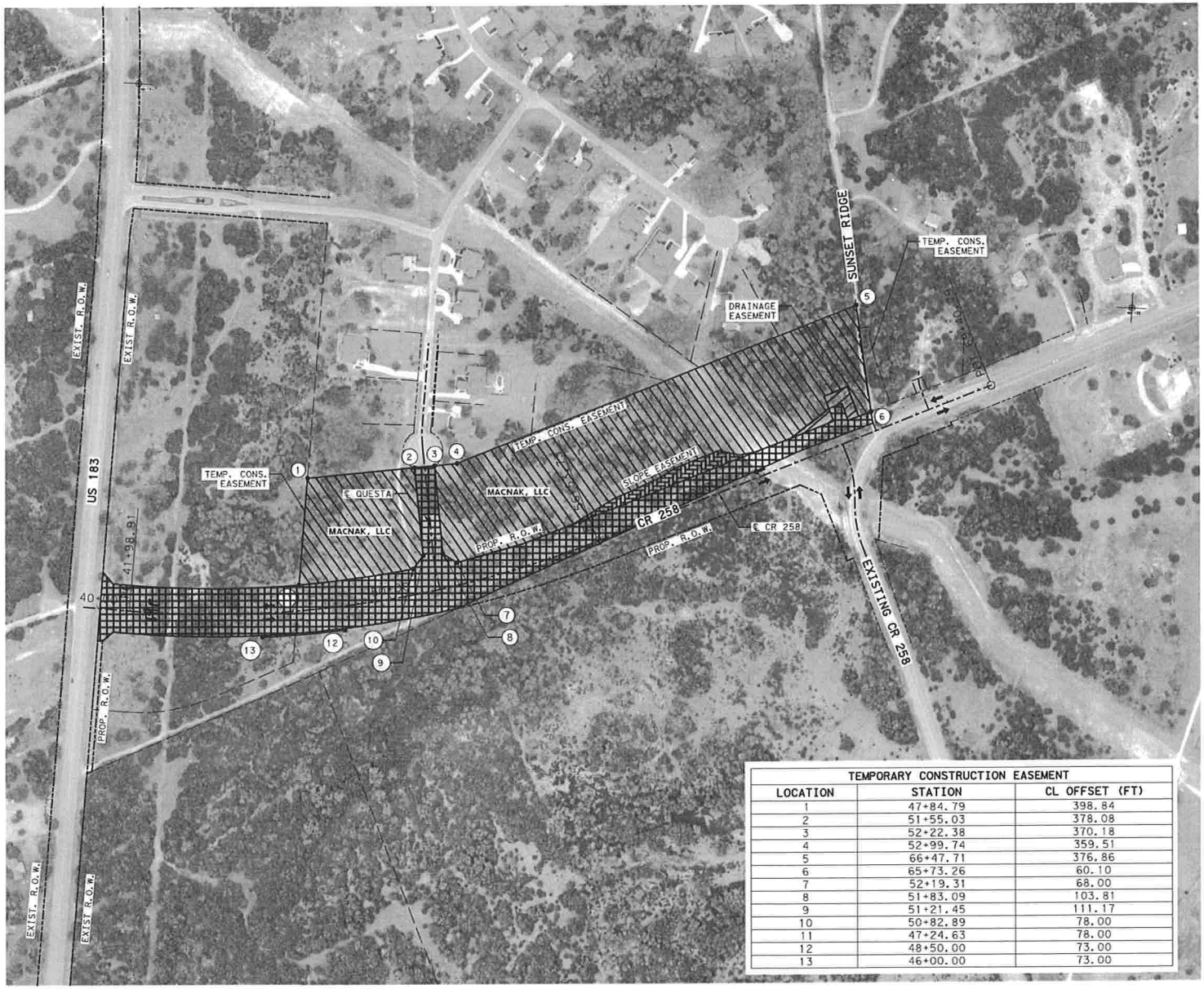
FINAL SUBMITTAL



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0 150 300

SCALE IN FEET

LEGEND

- TEMP. CONS. EASEMENT
- PROP. ROW
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TEMPORARY CONSTRUCTION EASEMENT		
LOCATION	STATION	CL OFFSET (FT)
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6	65+73.26	60.10
7	52+19.31	68.00
8	51+83.09	103.81
9	51+21.45	111.17
10	50+82.89	78.00
11	47+24.63	78.00
12	48+50.00	73.00
13	46+00.00	73.00

REV	DATE	DESCRIPTION	APPROVED

AMERICAN STRUCTUREPOINT INC.

WILLIAMSON COUNTY
1848

CR 258 EXTENSION

EXHIBIT A
MACNAK, LCC
TEMPORARY CONSTRUCTION EASEMENT

SHEET 1 OF 1

DESIGN	GRAPHICS	CHECK	CHECK	SHEET NO.
AMP	RAC	FG	RJZ	1
	STATE	COUNTY	PRECINCT	
	TX	WILCO	PCT 2	

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DATE: 18-Feb-2022

OWNER: MACNAK, L.L.C.
C/O BRUCE NAKFOOR
111 CONGRESS AVE
SUITE #3000
AUSTIN, TX 78701
PH: (512)-656-6244
EMAIL: BNAKFOOR@3000 PARTNERS.COM

ENGINEER/SURVEYOR:

HAYNIE CONSULTING, INC.
1010 PROVIDENT LANE
ROUND ROCK, TEXAS 78664
PHONE: 512-837-2446
EMAIL: tehaynie@haynieconsulting.com

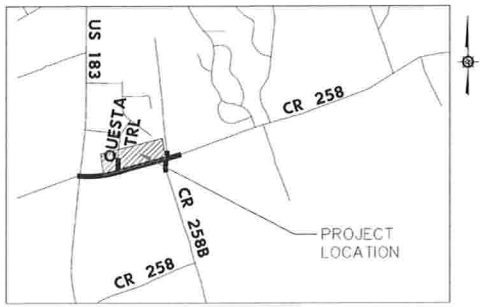
SURVEY: JOHN B. ROBINSON SURVEY,
ABSTRACT NUMBER 521,
WILLIAMSON COUNTY, TEXAS

SITE PLAN 3 FOR:

CR 258 EXTENSION
PRECINCT NUMBER 2

WILLIAMSON COUNTY, TEXAS

FEBRUARY 2022



VICINITY MAP
SCALE: 1" = 4000'

SHEET INDEX	
SHEET NO.	DESCRIPTION
1	COVER SHEET
2	NOTES SHEET
3	GRADING SHEET
4	SWPPP SHEET
5	TREE PROTECTION
6	DETAILS SHEET

I, TIM HAYNIE, DO HEREBY CERTIFY THAT THE PUBLIC WORKS AND DRAINAGE IMPROVEMENTS DESCRIBED HEREIN HAVE BEEN DESIGNED IN COMPLIANCE WITH THE SUBDIVISION AND BUILDING REGULATION ORDINANCES AND STORMWATER DRAINAGE POLICY ADOPTED BY WILLIAMSON COUNTY, TEXAS COMMISSIONER'S COURT, FEBRUARY 1, 2000.

TIM HAYNIE, P.E. DATE:
REGISTERED PROFESSIONAL ENGINEER
TEXAS NO. 91819

SUBMITTED BY:

HAYNIE CONSULTING, INC.
Civil Engineers and Land Surveyors
1010 Provident Lane
Round Rock, Texas 78664
T.B.P.E. Firm No. F-002411
T.B.P.L.S. Firm No. 100250-00

ALL RESPONSIBILITY FOR THE ADEQUACY OF THESE PLANS REMAINS WITH THE ENGINEER WHO PREPARED THEM. IN ACCEPTING THESE PLANS, WILLIAMSON COUNTY MUST RELY UPON THE ADEQUACY OF THE WORK OF THE DESIGN ENGINEER.

No.	REVISION	BY	DATE

DATE: 18-Feb-2022
PROJECT NO: 651 SP3 CR258 EXT
DESIGNED BY: TH & BB
DRAWN BY: BB
CHECKED BY: TH
REVISED BY:

811 Know what's below. Call before you dig.

ALL RESPONSIBILITY FOR THE ADEQUACY OF THESE PLANS REMAINS WITH THE ENGINEER WHO PREPARED THEM. IN APPROVING THESE PLANS, THE GOVERNING ENTITIES MUST RELY ON THE ADEQUACY OF THE WORK OF THE DESIGN ENGINEER.

STATE OF TEXAS TIM HAYNIE 91819 LICENSED PROFESSIONAL ENGINEER
18-Feb-2022

HAYNIE CONSULTING, INC.
Civil Engineers and Land Surveyors
1010 Provident Lane
Round Rock, Texas 78664
T.B.P.E. Firm No. F-002411
T.B.P.L.S. Firm No. 100250-00
512.837.2446

SITE PLAN 3 - CR 258 EXTENSION

COVER SHEET

WILLIAMSON COUNTY, TEXAS

SHEET NO.

1 OF 6

EXHIBIT "B"

X:\651 Bruce Nakfoor\651-20-CR258-HAYNIE\Plan Set for Grading\DWG\SITE PLAN 3 - CR 258 EXTENSION 16FEB2022.dwg Feb 18, 22 12:05 pm

WILLIAMSON COUNTY NOTES:

B4 – CONSTRUCTION – GENERAL

B4.1 A PRECONSTRUCTION MEETING SHALL BE SCHEDULED PRIOR TO THE START OF CONSTRUCTION. THE DESIGN ENGINEER, OWNER, CONTRACTOR, SUBCONTRACTORS, AND COUNTY ENGINEER SHALL ATTEND THIS MEETING. ALL ROADS ARE TO BE CONSTRUCTED IN ACCORDANCE WITH THE CONSTRUCTION DOCUMENTS AS APPROVED BY THE COUNTY ENGINEER AND IN ACCORDANCE WITH THE SPECIFICATIONS FOUND IN THE CURRENT VERSION OF THE TEXAS DEPARTMENT OF TRANSPORTATION MANUAL STANDARD SPECIFICATIONS FOR CONSTRUCTION OF HIGHWAYS, STREETS, AND BRIDGES UNLESS OTHERWISE STATED ON THE CONSTRUCTION DOCUMENTS APPROVED BY THE COUNTY ENGINEER.

B4.2 ALL MATERIALS SHALL BE SAMPLED AND TESTED BY AN INDEPENDENT TESTING LABORATORY IN ACCORDANCE WITH THE CONSTRUCTION DOCUMENTS APPROVED BY THE COUNTY ENGINEER. THE OWNER SHALL PAY FOR ALL TESTING SERVICES AND SHALL FURNISH THE COUNTY ENGINEER WITH CERTIFIED COPIES OF THESE TEST RESULTS. THE COUNTY ENGINEER MUST APPROVE THE TEST RESULTS PRIOR TO CONSTRUCTING THE NEXT COURSE OF THE ROADWAY STRUCTURE. ANY MATERIAL WHICH DOES NOT MEET THE MINIMUM REQUIRED TEST SPECIFICATIONS SHALL BE REMOVED AND RECOMPACTED OR REPLACED UNLESS ALTERNATIVE REMEDIAL ACTION IS APPROVED IN WRITING FROM THE COUNTY ENGINEER.

B4.3 EXCEPT FOR ELECTRICAL LINES, ALL UNDERGROUND NONFERROUS UTILITIES WITHIN A RIGHT-OF-WAY OR EASEMENT MUST BE ACCOMPANIED BY FERROUS METAL LINES TO AID IN TRACING THE LOCATION OF SAID UTILITIES THROUGH THE USE OF A METAL DETECTOR.

B4.4 ALL PAVEMENTS ARE TO BE DESIGNED BY A REGISTERED PROFESSIONAL ENGINEER. THE DESIGN SHALL BE BASED ON A 20-YEAR DESIGN LIFE AND IN CONJUNCTION WITH RECOMMENDATIONS BASED UPON A SOILS REPORT OF SAMPLES TAKEN ALONG THE PROPOSED ROADWAYS. TEST BORINGS SHALL BE PLACED AT A MAXIMUM SPACING OF 500 FEET OR OTHER SAMPLING FREQUENCY APPROVED BY THE COUNTY ENGINEER BASED ON RECOMMENDATIONS PROVIDED BY THE GEOTECHNICAL ENGINEER. THE SOILS REPORT AND PAVEMENT DESIGN SHALL BE SUBMITTED TO THE COUNTY ENGINEER FOR REVIEW. THE PAVEMENT DESIGN MUST BE APPROVED BY THE COUNTY ENGINEER PRIOR TO OR CONCURRENTLY WITH THE REVIEW AND APPROVAL OF THE CONSTRUCTION PLANS. IN ADDITION TO THE BASIS OF THE PAVEMENT DESIGN, THE SOILS REPORT SHALL CONTAIN THE RESULTS OF SAMPLED AND TESTED SUBGRADE FOR PLASTICITY INDEX, PH, SULFATE CONTENT, AND MAXIMUM DENSITY.

B5 – SUBGRADE

B5.1 THE PREPARATION OF THE SUBGRADE SHALL FOLLOW GOOD ENGINEERING PRACTICES AS DIRECTED BY THE COUNTY ENGINEER IN CONJUNCTION WITH RECOMMENDATIONS OUTLINED IN THE GEOTECHNICAL REPORT. WHEN THE PLASTICITY INDEX (PI) IS GREATER THAN 20, A SUFFICIENT AMOUNT OF LIME SHALL BE ADDED AS DESCRIBED IN ITEM 260 OF THE CURRENT EDITION OF THE TXDOT STANDARD SPECIFICATIONS FOR CONSTRUCTION UNTIL THE PI IS LESS THAN 20. IF THE ADDITION OF LIME AS DESCRIBED IN ITEM 260 IS NOT FEASIBLE, AN ALTERNATE STABILIZING DESIGN SHALL BE PROPOSED AND SUBMITTED TO THE COUNTY ENGINEER FOR APPROVAL. THE SUBGRADE SHALL BE PREPARED AND COMPACTED TO ACHIEVE A DRY DENSITY PER TXDOT ITEM 132. IN ADDITION, PROOF ROLLING MAY BE REQUIRED BY THE COUNTY ENGINEER.

B5.2 THE SUBGRADE SHALL BE INSPECTED AND APPROVED BY AN INDEPENDENT TESTING LABORATORY AND A CERTIFIED COPY OF ALL INSPECTION REPORTS FURNISHED TO THE COUNTY ENGINEER. WHO MUST APPROVE THE REPORT PRIOR TO APPLICATION OF THE BASE MATERIAL. ALL DENSITY TEST REPORTS SHALL INCLUDE A COPY OF THE WORK SHEET SHOWING THE PERCENTAGE OF THE MAXIMUM DRY (PROCTOR) DENSITY. THE NUMBER AND LOCATION OF ALL SUBGRADE TESTS SHALL BE DETERMINED BY THE COUNTY ENGINEER.

B6 – BASE MATERIAL

B6.1 BASE MATERIAL SHALL CONFORM TO ITEM 247 OF THE CURRENT EDITION OF THE TXDOT STANDARD SPECIFICATIONS FOR CONSTRUCTION, "FLEXIBLE BASE". THE BASE MATERIAL SHALL BE TYPE A GRADE 1, TYPE A GRADE 2, OR AS APPROVED BY THE COUNTY ENGINEER.

B6.2 EACH LAYER OF BASE COURSE SHALL BE TESTED FOR IN-PLACE DRY DENSITY AND MEASURED FOR COMPACTED THICKNESS. THE NUMBER AND LOCATION OF ALL BASE TEST SAMPLES SHALL BE DETERMINED BY THE COUNTY ENGINEER.

B6.3 THE BASE SHALL BE PREPARED AND COMPACTED TO ACHIEVE A MINIMUM OF 98% OF THE MAXIMUM (PROCTOR) DRY DENSITY OR AS APPROVED BY THE COUNTY ENGINEER UPON RECOMMENDATION BY THE TESTING LABORATORY. THE MAXIMUM LIFT SHALL NOT EXCEED SIX INCHES. THE BASE MUST BE INSPECTED AND APPROVED BY AN INDEPENDENT TESTING LABORATORY AND A CERTIFIED COPY OF THE TEST RESULTS FURNISHED TO THE COUNTY ENGINEER FOR APPROVAL PRIOR TO THE PLACEMENT OF THE FIRST LIFT OF BASE. THE STOCKPILE SHALL BE TESTED FOR THE SPECIFICATIONS FOUND IN ITEM 247 TABLE 1 AND THE RESULT FURNISHED TO THE COUNTY ENGINEER FOR APPROVAL.

CONSTRUCTION SEQUENCE NOTES

1. **INSTALL CONSTRUCTION ENTRANCE AND SILT FENCE AS SHOWN ON THE PLANS. CONTACT THE DESIGN ENGINEER FOR A PRE-CONSTRUCTION MEETING.**

   HAYNIE CONSULTING, INC.: (512) 837-2446
   WILLIAMSON COUNTY: (512) 943-3330

2. **CLEAR AREAS ALONG CONSTRUCTION ROUTES.**
3. **REVEGETATE DISTURBED AREAS AS REQUIRED.**
4. **UPON ACCEPTANCE OF FINAL CONSTRUCTION AND PROPER REVEGETATION PER SPECIFICATIONS; REMOVE TEMPORARY EROSION CONTROLS.**
5. **MAINTAIN INTEGRITY OF EXISTING FENCES, PROPERTY CORNERS, AND LANDSCAPING AS REQUIRED.**

GENERAL NOTES

1. NO BLASTING IS ALLOWED.
2. THE CONTRACTOR SHALL VERIFY ALL DEPTHS AND LOCATIONS OF EXISTING UTILITIES PRIOR TO ANY CONSTRUCTION. ANY DISCREPANCIES WITH CONSTRUCTION PLANS FOUND IN THE FIELD SHALL BE BROUGHT IMMEDIATELY TO THE ATTENTION OF THE ENGINEER.
3. THE CONTRACTOR SHALL GIVE WILLIAMSON COUNTY 48 HOURS NOTICE BEFORE BEGINNING EACH PHASE OF CONSTRUCTION. TELEPHONE: 512-943-3330
4. PRIOR TO ANY CONSTRUCTION, THE CONTRACTOR SHALL CONVENE A PRE-CONSTRUCTION CONFERENCE WITH WILLIAMSON COUNTY, HIMSELF, THE ENGINEER, OTHER UTILITY COMPANIES, ANY AFFECTED PARTIES AND ANY OTHER ENTITY THE CITY OR THE ENGINEER MAY REQUIRE.
5. THE CONTRACTOR AND THE ENGINEER SHALL KEEP ACCURATE RECORDS OF ALL CONSTRUCTION THAT DEVIATES FROM THE PLANS. THE ENGINEER SHALL FURNISH WILLIAMSON COUNTY ACCURATE "RECORD" DRAWINGS FOLLOWING COMPLETION OF ALL CONSTRUCTION. THESE "RECORD" DRAWINGS SHALL MEET WITH THE SATISFACTION OF THE COUNTY ENGINEER PRIOR TO FINAL ACCEPTANCE.
6. WILLIAMSON COUNTY SHALL NOT BE PETITIONED FOR ACCEPTANCE UNTIL ALL NECESSARY EASEMENT DOCUMENTS HAVE BEEN SIGNED AND RECORDED OR SUFFICIENT SECURITY HAS BEEN POSTED IN ACCORDANCE WITH THE WILLIAMSON COUNTY SUBDIVISION REGULATIONS.
7. WHEN CONSTRUCTION IS BEING CARRIED OUT WITHIN EASEMENTS, THE CONTRACTOR SHALL CONFINE HIS WORK TO WITHIN THE PERMANENT AND TEMPORARY EASEMENTS. PRIOR TO ACCEPTANCE, THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING ALL TRASH AND DEBRIS WITHIN THE PERMANENT EASEMENTS. CLEANUP SHALL BE TO THE SATISFACTION OF THE ENGINEER.
8. ALL MATERIALS AND CONSTRUCTION PROCEDURES WITHIN THE SCOPE OF THIS CONTRACT WHERE NOT SPECIFICALLY COVERED IN THE PROJECT SPECIFICATIONS SHALL CONFORM TO ALL APPLICABLE AND/OR TEXAS DEPARTMENT OF STANDARD SPECIFICATIONS (1993 EDITION).
9. CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF ANY QUESTIONS THAT MAY ARISE CONCERNING THE INTENT, PLACEMENT, OR LIMITS OF DIMENSIONS OR GRADES NECESSARY FOR THE CONSTRUCTION OF THIS PROJECT.
10. CONTRACTOR SHALL BE RESPONSIBLE FOR ACQUIRING ALL PERMITS, TESTS, APPROVALS AND ACCEPTANCES REQUIRED TO COMPLETE CONSTRUCTION OF THIS PROJECT.
11. THE CONTRACTOR SHALL CONTACT THE TEXAS EXCAVATION SYSTEM AT 1-800-344-8377 FOR EXISTING UTILITY LOCATIONS 48 HOURS PRIOR TO ANY EXCAVATION. KNOWN EXISTING UTILITIES ARE SHOWN ON THE DRAWINGS. PRIOR TO THE START OF CONSTRUCTION, THE CONTRACTOR SHALL VERIFY THE LOCATIONS OF ALL UTILITIES THAT ARE TO BE EXTENDED, TIED TO, CROSSED OR ALTERED, OR SUBJECT TO DAMAGE/INCONVENIENCE BY THE CONSTRUCTION OPERATIONS.
12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL COORDINATION BETWEEN HIMSELF AND OTHER CONTRACTORS AND UTILITIES IN THE VICINITY OF THE PROJECT. THIS INCLUDES GAS, WATER, WASTEWATER, ELECTRICAL, TELEPHONE, CABLE TV, AND STREET DRAINAGE WORK. ONCE THE CONTRACTOR BECOMES AWARE OF A POSSIBLE CONFLICT, IT IS THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE ENGINEER WITHIN TWENTY-FOUR (24) HOURS.
13. THE CONTRACTOR MUST OBTAIN A BULK WATER PERMIT OR PURCHASE AND INSTALL A WATER METER FOR ALL WATER USED DURING CONSTRUCTION. A COPY OF THIS PERMIT MUST BE CARRIED AT ALL TIMES BY ALL WHO USE WATER.
14. PROJECT SPECIFICATIONS TAKE PRECEDENCE OVER PLANS AND SPECIAL CONDITIONS GOVERN OVER TECHNICAL SPECIFICATIONS.

EROSION CONTROL NOTES

1. THE CONTRACTOR SHALL INSTALL EROSION/SEDIMENTATION CONTROLS AND TREE PROTECTIVE FENCING PRIOR TO ANY WORK (CLEARING, GRUBBING OR EXCAVATION).
2. THE PLACEMENT OF EROSION/SEDIMENTATION CONTROLS SHALL BE IN ACCORDANCE WITH THE CITY OF AUSTIN ENVIRONMENTAL CRITERIA MANUAL AND THE APPROVED EROSION AND SEDIMENTATION CONTROL PLAN.
3. THE PLACEMENT OF TREE PROTECTIVE FENCING SHALL BE IN ACCORDANCE WITH THE CITY OF AUSTIN STANDARD NOTES FOR TREE AND NATURAL AREA PROTECTION AND THE APPROVED GRADING/TREE AND NATURAL AREA PLAN.
4. A PRE-CONSTRUCTION CONFERENCE SHALL BE HELD ON-SITE WITH THE CONTRACTOR, DESIGN ENGINEER/PERMIT APPLICANT AND WILLIAMSON COUNTY REPRESENTATIVES AFTER INSTALLATION OF THE EROSION/SEDIMENTATION CONTROLS AND TREE PROTECTION MEASURES AND PRIOR TO BEGINNING ANY WORK. THE CONTRACTOR SHALL NOTIFY WILLIAMSON COUNTY ENGINEERS OFFICE AT LEAST THREE (3) DAYS PRIOR TO THE MEETING DATE.
5. THE CONTRACTOR IS REQUIRED TO INSPECT THE CONTROLS AND FENCES AT WEEKLY INTERVALS AND AFTER SIGNIFICANT RAINFALL EVENTS TO INSURE THAT THEY ARE FUNCTIONING PROPERLY. THE PERSON(S) RESPONSIBLE FOR MAINTENANCE OF CONTROLS AND FENCES SHALL IMMEDIATELY MAKE ANY NECESSARY REPAIRS TO DAMAGED AREAS. SILT ACCUMULATION AT CONTROLS MUST BE REMOVED WHEN THE DEPTH REACHES SIX (6) INCHES.
6. THE TEMPORARY SPOILS DISPOSAL SITE IS TO BE SHOWN ON THE EROSION CONTROL MAP. THE DEPTH OF SPOIL WILL NOT EXCEED 10 FEET IN ANY AREA.
7. NO PERMANENT SPOILS DISPOSAL ON-SITE EXCEPT AS SHOWN ON THE PLANS.
8. ALL AREAS DISTURBED OR EXPOSED DURING CONSTRUCTION SHALL BE REVEGETATED IN ACCORDANCE WITH WILLIAMSON COUNTY STANDARDS. HOWEVER, THE TYPE OF VEGETATION MUST EQUAL OR EXCEED THE TYPE OF VEGETATION PRESENT BEFORE CONSTRUCTION UNLESS OTHERWISE REQUESTED BY THE PROPERTY OWNER.
9. A STABILIZED CONSTRUCTION ENTRANCE IS REQUIRED AT ALL POINTS WHERE CONSTRUCTION TRAFFIC IS EXITING THE PROJECT ONTO EXISTING PAVEMENT.

HYDRAULIC SEEDING NOTES

1. FROM SEPTEMBER 15 TO MARCH 1, SEEDING SHALL BE COMBINED WITH A COMBINATION OF 1 POUND PER 1000 SF OF UNHULLED BERMUDA AND 7 POUNDS PER 100 SF OF WINTER RYE WITH A PURITY OF 95% WITH 90% GERMINATION.
2. FROM MARCH 2 TO SEPTEMBER 14, SEEDING SHALL BE WITH HULLED BERMUDA AT A RATE OF 1 POUND PER 1000 SF WITH A PURITY OF 95% WITH 85% GERMINATION.

A. FERTILIZER SHALL BE WATER SOLUBLE FERTILIZER WITH AN ANALYSIS OF 15-15-15 AT A RATE OF 1.5 POUNDS PER 1000 SF. MULCH TYPE SHALL BE HAY, STRAW OR MULCH APPLIED AT A RATE OF 45 POUNDS PER 1000 SF. WITH SOIL TACKIFIER AT A RATE 1.4 POUNDS PER 100 SF. THE PLANTED AREA SHALL BE IRRIGATED OR SPRINKLED IN A MANNER THAT WILL NOT ERODE THE TOPSOIL BUT WILL SUFFICIENTLY SOAK THE SOIL TO A DEPTH OF 6 INCHES. THE IRRIGATION SHALL OCCUR AT TEN-DAY INTERVALS DURING THE FIRST TWO MONTHS. RAINFALL CCURRENCE OF ½ INCH OR MORE SHALL POSTPONE THE WATERING SCHEDULE FOR ONE WEEK.

B. RESTORATION SHALL BE ACCEPTABLE WHEN THE GRASS HAS GROWN AT EAST 1 ½ INCHES HIGH WITH 95% COVERAGE PROVIDED NO BARE SPOTS LARGER THAN 16 SQUARE FEET EXIST. WHEN REQUIRED NATIVE GRASS SEEDING SHALL COMPLY WITH THE CITY OF AUSTIN ENVIRONMENTAL CRITERIA MANUAL.

BROADCAST SEEDING NOTES

1. FROM SEPTEMBER 15 TO MARCH 1, SEEDING SHALL BE A COMBINATION OF 2 POUNDS PER 1,000 SF OF UNHULLED BERMUDA AND 7 POUNDS PER 1000 SF OF WINTER RYE WITH A PURITY OF 95% WITH 90% GERMINATION.
2. FROM MARCH 2 TO SEPTEMBER 14, SEEDING SHALL BE WITH HULLED BERMUDA AT A RATE OF 2 POUNDS PER 1000 SF WITH A PURITY OF 95% WITH 85% GERMINATION.
3. A. FERTILIZER SHALL BE A PELLETED OR GRANULAR SLOW RELEASE WITH AN ANALYSIS OF 15-15-15 TO BE APPLIED ONCE AT PLANTING AND ONCE DURING THE ESTABLISHMENT AT A RATE OF 1 POUND PER 100 SF.
4. B. MULCH TYPE USED SHALL BE HAY, STRAW OR MULCH APPLIED AT A RATE OF 45 POUNDS PER 100 SF.

GRADING NOTES

1. POSITIVE DRAINAGE SHALL BE MAINTAINED ON ALL SURFACE AREAS WITHIN THE SCOPE OF THIS PROJECT. CONTRACTOR SHOULD TAKE PRECAUTIONS NOT TO ALLOW ANY PONDING OF WATER.
2. THE CONTRACTOR SHALL CONSTRUCT EARTHEN EMBANKMENTS WITH SLOPES NO STEEPER THAN 3:1 UNLESS NOTED OTHERWISE AND COMPACT SOIL TO 95% OF MAXIMUM DENSITY IN ACCORDANCE WITH THE CITY OF AUSTIN STANDARD SPECIFICATIONS.
3. AREAS OF SOIL DISTURBANCE ARE LIMITED TO GRADING AND IMPROVEMENTS SHOWN. ALL OTHER AREAS WILL NOT BE DISTURBED.
4. ALL EARTHEN SLOPES SHALL BE A MAXIMUM OF 3:1 AND A MINIMUM OF 2%, UNLESS NOTED OTHERWISE.
5. ALL FILL IS TO BE COMPACTED TO 95% STANDARD PROCTOR DENSITY.

REFERENCE SPECIFICATIONS AND CODES

1. OSHA REQUIREMENTS AND LOCAL CODES OR THOSE OF ANY REGULATORY AGENCY OR BODY THAT HAS JURISDICTION SHALL BE STRICTLY ADHERED TO.
2. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF AUSTIN STANDARD SPECIFICATIONS, DRAINAGE CRITERIA MANUAL, AND TRANSPORTATION CRITERIA MANUAL AS ADOPTED AND AMENDED BY WILLIAMSON COUNTY AS OF FEBRUARY 1, 2000.
3. PRIOR TO ANY CONSTRUCTION, THE CONTRACTOR SHALL APPLY FOR AND SECURE ALL PROPER PERMITS FROM THE APPROPRIATE AUTHORITIES.
4. THE ATTENTION OF THE CONTRACTOR IS DIRECTED TO WILLIAMSON COUNTY STANDARD SPECIFICATIONS AND TO THE STATE LAW (VERNON'S ANNOTATED TEXAS STATUTES, ARTICLE 1436(C) AND THE NEED FOR EFFECTIVE PRECAUTIONARY MEASURES WHEN OPERATING EQUIPMENT IN THE VICINITY OF ELECTRICAL LINES. IF THE CONTRACTOR CHOOSES TO USE EQUIPMENT WITH THE POTENTIAL OF COMING WITHIN THE DISTANCE PRESCRIBED BY STATUTE, THE CONTRACTOR IS RESPONSIBLE FOR COORDINATION OF THE WORK WITH THE APPROPRIATE ELECTRIC UTILITY COMPANY.

Texas Commission on Environmental Quality
Contributing Zone Plan
General Construction Notes

Edwards Aquifer Protection Program Construction Notes – Legal Disclaimer

The following/listed "construction notes" are intended to be advisory in nature only and do not constitute an approval or conditional approval by the Executive Director (ED), nor do they constitute a comprehensive listing of rules or conditions to be followed during construction. Further actions may be required to achieve compliance with TCEQ regulations found in Title 30, Texas Administrative Code (TAC). Chapters 213 and 217, as well as local ordinances and regulations governing for the protection of water quality. Additionally, nothing contained in the following/listed "construction notes" restricts the powers of the ED, the commission or any other governmental entity to prevent, correct, or control activities that result or may result in pollution of the Edwards Aquifer or hydrologically connected surface water. The holder of any Edwards Aquifer Protection Plan containing "construction notes" is still responsible for compliance with Title 30, TAC, Chapters 213 or any other applicable TCEQ regulation, as well as all conditions of an Edwards Aquifer Protection Plan through all phases of plan implementation. Failure to comply with any condition of the ED's approval, whether or not in contradiction of any "construction notes," is a violation of TCEQ regulations and any violation is subject to administrative rules, orders, and penalties as provided under Title 30, TAC § 213.16 (relating to Enforcement). Such violations may also be subject to civil penalties and injunction. The following/listed "construction notes" in no way represent an approved exception by the ED to any part of Title 30 TAC, Chapters 213 and 217, or any other TCEQ applicable regulation.

1. A written notice of construction must be submitted to the TCEQ regional office at least 48 hours prior to the start of any ground disturbance or construction activities. This notice must include:
   - the name of the approved project;
   - the activity start date; and
   - the contact information of the prime contractor.
2. All contractors conducting regulated activities associated with this project should be provided with complete copies of the approved Contributing Zone Plan (CZP) and the TCEQ letter indicating the specific conditions of its approval. During the course of these regulated activities, the contractor(s) should keep copies of the approved plan and approval letter on-site.
3. No hazardous substance storage tank shall be installed within 150 feet of a water supply source, distribution system, well, or sensitive feature.
4. Prior to beginning any construction activity, all temporary erosion and sedimentation (E&S) control measures must be properly installed and maintained in accordance with the manufacturers specifications. If inspections indicate a control has been used inappropriately, or incorrectly, the applicant must replace or modify the control for site situations. These controls must remain in place until the disturbed areas have been permanently stabilized.
5. Any sediment that escapes the construction site must be collected and properly disposed of before the next rain event to ensure it is not washed into surface streams, sensitive features, etc.
6. Sediment must be removed from the sediment traps or sedimentation basins when it occupies 50% of the basin's design capacity.
7. Litter, construction debris, and construction chemicals exposed to stormwater shall be prevented from being discharged offsite.
8. All excavated material that will be stored on-site must have proper E&S controls.
9. If portions of the site will have a cease in construction activity lasting longer than 14 days, soil stabilization in those areas shall be initiated as soon as possible prior to the 14th day of inactivity. If activity will resume prior to the 21st day, stabilization measures are not required. If drought conditions or inclement weather prevent action by the 14th day, stabilization measures shall be initiated as soon as possible.
10. The following records should be maintained and made available to the TCEQ upon request:
    - the dates when major grading activities occur;
    - the dates when construction activities temporarily or permanently cease on a portion of the site; and
    - the dates when stabilization measures are initiated.
11. The holder of any approved CZP must notify the appropriate regional office in writing and obtain approval from the executive director prior to initiating any of the following:
    A. any physical or operational modification of any best management practices (BMPs) or structure(s), including but not limited to temporary or permanent ponds, dams, berms, silt fences, and diversionary structures;
    B. any change in the nature or character of the regulated activity from that which was originally approved;
    C. any change that would significantly impact the ability to prevent pollution of the Edwards Aquifer; or
    D. any development of land previously identified as undeveloped in the approved contributing zone plan.

Austin Regional Office 12100 Park 35 Circle, Building A Austin, Texas 78753-1808 Phone (512) 339-2929 Fax (512) 339-3795	San Antonio Regional Office 14250 Judson Road San Antonio, Texas 78233-4480 Phone (210) 490-3096 Fax (210) 545-4329

THESE GENERAL CONSTRUCTION NOTES MUST BE INCLUDED ON THE CONSTRUCTION PLANS PROVIDED TO THE CONTRACTOR AND ALL SUBCONTRACTORS.

TCEQ-0602A (Rev. July 15, 2015) Page 1 of 2

TCEQ-0602A (Rev. July 15, 2015) Page 2 of 2

No.	REVISION	BY	DATE

DATE: 18-Feb-2022
PROJECT NO: 651 SP3 CR258 EXT
DESIGNED BY: TH & BB
DRAWN BY: BB
CHECKED BY: TH
REVISED BY:

811 Know what's below, Call before you dig.

ALL RESPONSIBILITY FOR THE ADEQUACY OF THESE PLANS REMAINS WITH THE ENGINEER WHO PREPARED THEM. IN APPROVING THESE PLANS, THE GOVERNING ENTITIES MUST RELY ON THE ADEQUACY OF THE WORK OF THE DESIGN ENGINEER.

STATE OF TEXAS — TIM HAYNIE — 91819 — LICENSED — PROFESSIONAL ENGINEER
18-Feb-2022

HAYNIE CONSULTING, INC.
Civil Engineers and Land Surveyors
1030 Provident Lane
Round Rock, Texas 78664
T.B.P.E. Firm No. F-002411
T.B.P.L.S. Firm No. 100250-00
512.837.2446

SITE PLAN 3 - CR 258 EXTENSION

NOTES SHEET

WILLIAMSON COUNTY, TEXAS

SHEET NO.
2 OF 6

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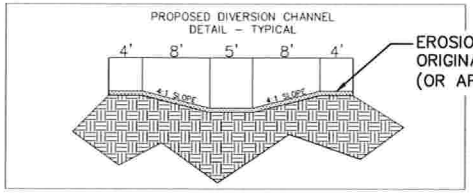

EROSION CONTROL MATTING
ORIGINAL CURLEX EROSION CONTROL BLANKET
(OR APPROVED EQUAL) TO 4' OUTSIDE OF CHANNEL

LEGEND

EXISTING CONTOURS

PROPOSED CONTOURS

N

QUESTA TRAIL (60' ROW)

PROPOSED DIVERSION CHANNEL SEE DETAIL THIS SHEET

BLOCK 'A'

BLOCK 'B'

CUT/FILL AREA TREES TO BE REMOVED

CUT/FILL AREA TREES TO BE REMOVED

N 68° 43' 57.57" E

FUTURE R.O.W., COUNTY ROAD 258 (R.O.W. 120')

50+00

60+00

NOTES:

1. TOTAL LIMITS OF CONSTRUCTION APPROX. 11.04 ACRES
2. MAX 10% SLOPES OUTSIDE OF PROPOSED CHANNEL.
3. NO PART OF THIS PROJECT IS LOCATED WITHIN THE 100-YEAR FOODPLAIN.
4. ALL AREAS OF DISTURBANCE WILL BE REVEGETATED/STABILIZED TO WILCO REQUIREMENTS. SEE NOTES ON ON SHEET 2.
5. ALL TREES WITHIN SHADED CUT/FILL AREAS TO BE REMOVED. ALL TREES OUTSIDE OF SHADED CUT/FILL AREAS TO BE PROTECTED. SEE TREE SECTION DETAIL ON SHEET 5. TREE REMOVAL INCLUDES STUMP AND ROOT REMOVAL.
6. TOPSOIL TO BE STOCKPILED AND PLACED OVER EMBANKMENT ON-SITE, 4" MIN. THICKNESS.
7. EMBANKMENT TO BE PLACED AND COMPACTED TO 95% MAXIMUM DENSITY IN ACCORDANCE WITH THE CITY OF AUSTIN STANDARD SPECIFICATIONS.

No.	REVISION	BY	DATE

DATE: 18-Feb-2022
PROJECT NO: 651 SP3 CR258 EXT
DESIGNED BY: TH & BB
DRAWN BY: BB
CHECKED BY: TH
REVISED BY:

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STATE OF TEXAS TIM HAYNIE 91819 LICENSED PROFESSIONAL ENGINEER

18-Feb-2022

HAYNIE CONSULTING, INC.
Civil Engineers and Land Surveyors
1010 Provident Lane
Round Rock, Texas 78664
T.B.P.E. Firm No. F-6924111
T.B.P.L.S. Firm No. 10025400
512.837.2446

SITE PLAN 3 - CR 258 EXTENSION

GRADING PLAN (10% MAX SLOPE)

WILLIAMSON COUNTY, TEXAS

SHEET NO.
3 OF 6

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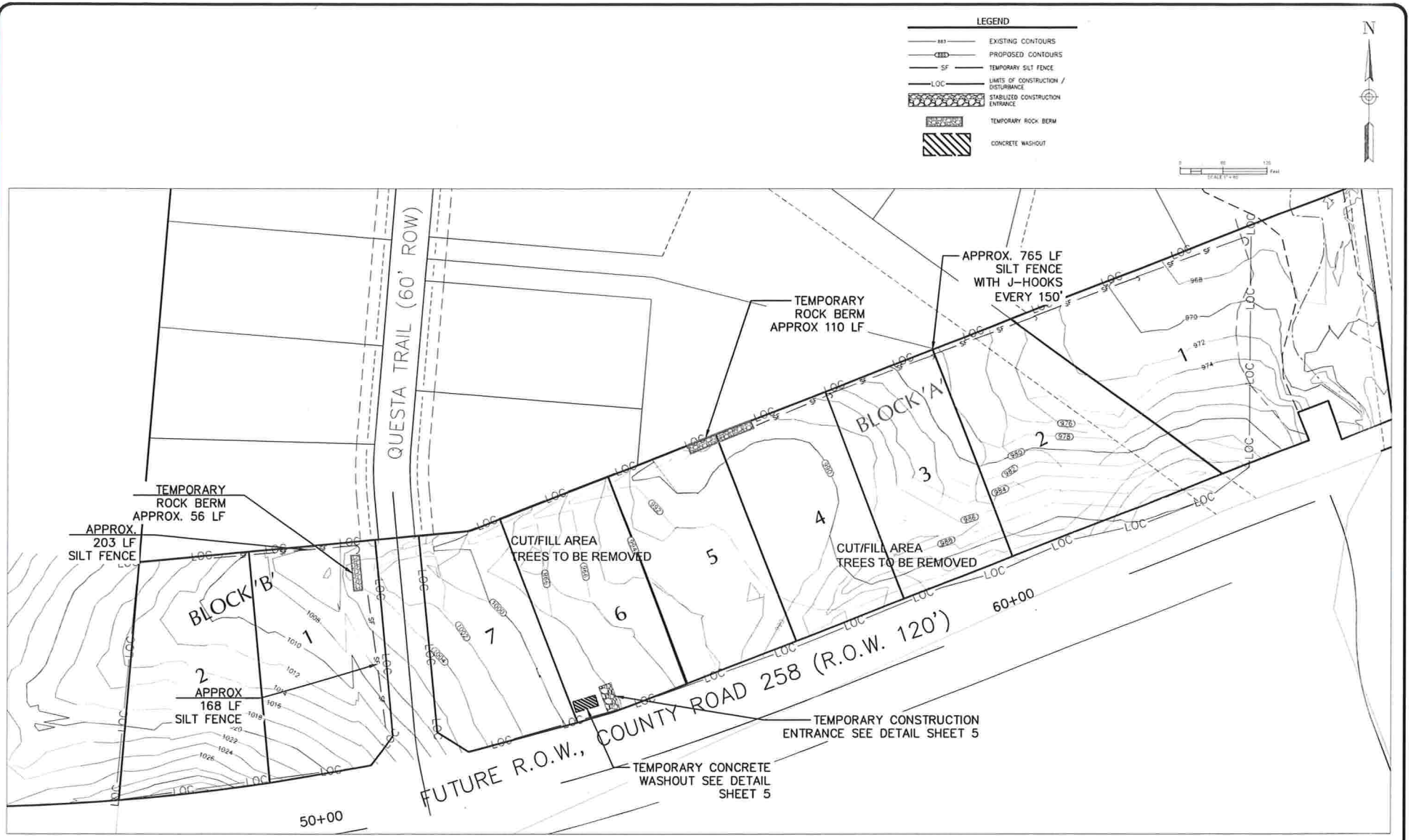

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Round Rock, Texas 78664
T.B.P.E. Firm No. F-002411
T.B.P.L.S. Firm No. 100250-00
512.837.2446

SITE PLAN 3 - CR 258 EXTENSION

STORM WATER POLLUTION PREVENTION PLAN

WILLIAMSON COUNTY, TEXAS

SHEET NO.
4 OF 6

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NOTES:

1. ALL TREES WITHIN SHADED CUT/FILL AREAS TO BE REMOVED. ALL TREES OUTSIDE OF SHADED CUT/FILL AREAS TO BE PROTECTED. SEE TREE SECTION DETAIL ON SHEET 5. TREE REMOVAL INCLUDES STUMP AND ROOT REMOVAL.

LEGEND

EXISTING CONTOURS

PROPOSED CONTOURS

SCALE 1" = 60'

No.	REVISION	BY	DATE

DATE: 18-Feb-2022

PROJECT NO: 651 SP3 CR258 EXT

DESIGNED BY: TH & BB

DRAWN BY: BB

CHECKED BY: TH

REVISED BY:

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STATE OF TEXAS · TIM HAYNIE · 91819 · LICENSED PROFESSIONAL ENGINEER

18-Feb-2022

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Civil Engineers and Land Surveyors
1010 Provident Lane
Round Rock, Texas 78664
T.B.P.E. Firm No. F-002811
T.B.P.L.S. Firm No. 100250-00
512.837.2446

SITE PLAN 3 - CR 258 EXTENSION

TREE REMOVAL & PROTECTION

WILLIAMSON COUNTY, TEXAS

SHEET NO.

5 OF 6

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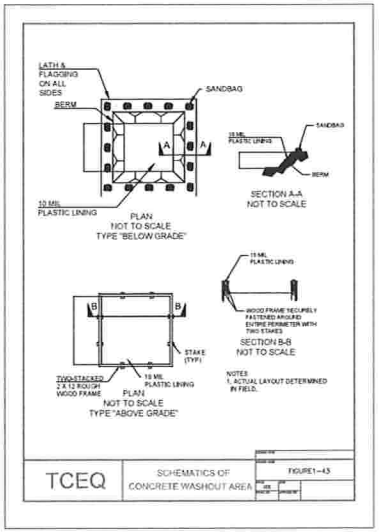

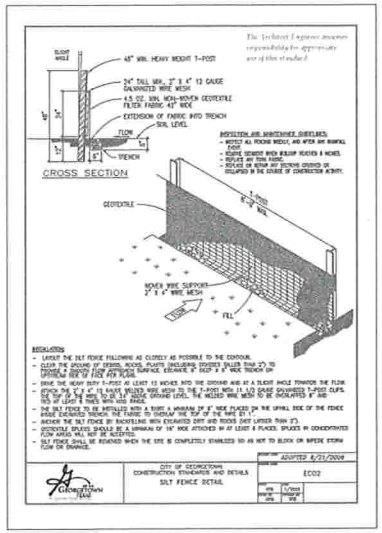

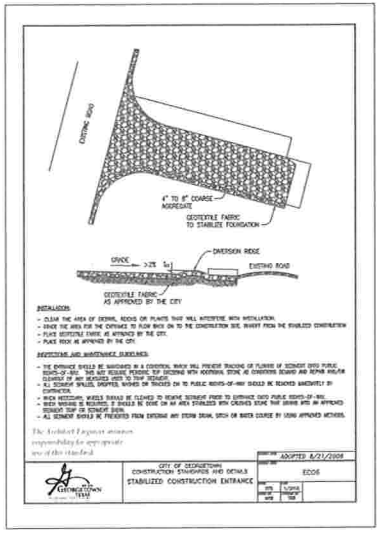

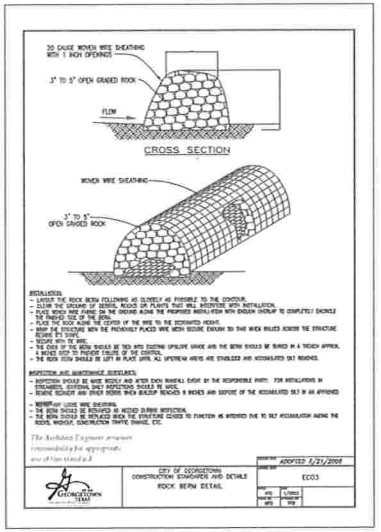

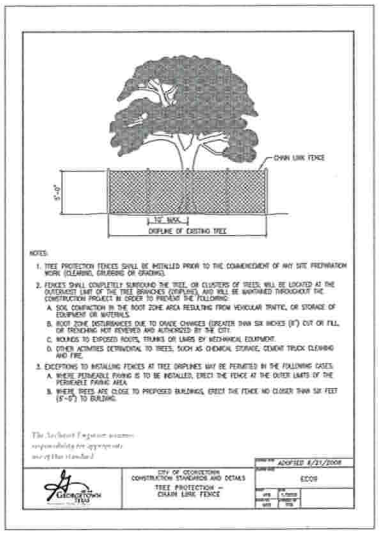

QUANTITIES:

1. SELECT FILL = 1,670-CU.YD.
2. ROCK BERM = 166-L.F.
3. SILT FENCE = 1,136-L.F.
4. DRAINAGE DITCH = 410-L.F.
5. ORIGINAL CURLEX = 133-SQ.YD.
6. TREE REMOVAL INCLUDES STUMP AND ROOT REMOVAL = LUMP SUM
7. TOP SOIL REMOVE, STOCKPILE AND INSTALL AT MIN. 4-INCHES THICKNESS OVER EMBANMENT = LUMP SUM
8. REVEGETATION OF ALL DISTURBED AREAS = LUMP SUM

No.	REVISION	BY	DATE

DATE: 18-Feb-2022
PROJECT NO: 651 SP3 CR258 EXT
DESIGNED BY: TH & BB
DRAWN BY: BB
CHECKED BY: TH
REVISED BY:

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T.B.P.E. Firm No. F-6024111
T.B.P.L.S. Firm No. 100250-00
512.837.2446

SITE PLAN 3 - CR 258 EXTENSION

DETAILS SHEET

WILLIAMSON COUNTY, TEXAS

SHEET NO.
6 OF 6

X:\651 Bruce Nation\651-20-CR258-HNTS\Plan Set for Grading\DWG\SITE PLAN 3 - CR 258 EXTENSION 16FEB2022.dwg Feb 18, 22 12:07 pm

AMENDED DEVELOPMENT AGREEMENT

This Amended Development Agreement is by and between Williamson County, Texas (the "County") and MacNak, LLC, c/o Bruce Nakfoor (the "Developer") and is effective on the date approved by the Commissioners Court.

WHEREAS, on January 28, 2014, the County and the Developer entered into a Development Agreement (the "Agreement") regarding the development of certain real property (the "Property") in Williamson County, Texas; and

WHEREAS, the Agreement required the Developer to dedicate in fee simple all right-of-way needed for CR 258; and

WHEREAS, the Agreement required the Developer to reserve as future US 183 right-of-way the property shown on Exhibit "A", attached hereto ("Preserved Property"); and

WHEREAS, the Agreement stated that if the reservation is not acquired within ten (10) years after the Agreement was approved by the County, then the reservation may be terminated and the Developer shall have the right to replat said right-of-way, subject to all laws and regulations in place at the time of the re-platting; and

WHEREAS, the County now desires to terminate the reservation of the Preserved Property and allow the Developer, his successors or assigns, to replat the Preserved Right-of-Way, subject to all laws and regulations in place at the time of said re-platting.

NOW, THEREFORE, the County and the Developer agree as follows:

I.
AGREEMENT

1. All of the above recitals are true and correct.

2. The Developer will continue to comply with all terms and conditions of the Agreement, except as stated below.

3. The County hereby terminates the reservation of the Preserved Property and will allow Developer, his successors and assigns, to replat the Property, subject to all laws and regulations in place at the time of re-platting. The County pledges to only require through the platting process the minimum amount of right-of-way required by the Williamson County Subdivision Regulations in effect at this time. It is estimated that this dedication will not be more than 20 feet in width. The exact width of the dedication will be determined at time of platting.

EXECUTED to be effective as of the ____ day of _____, 2022 (the "Effective Date").

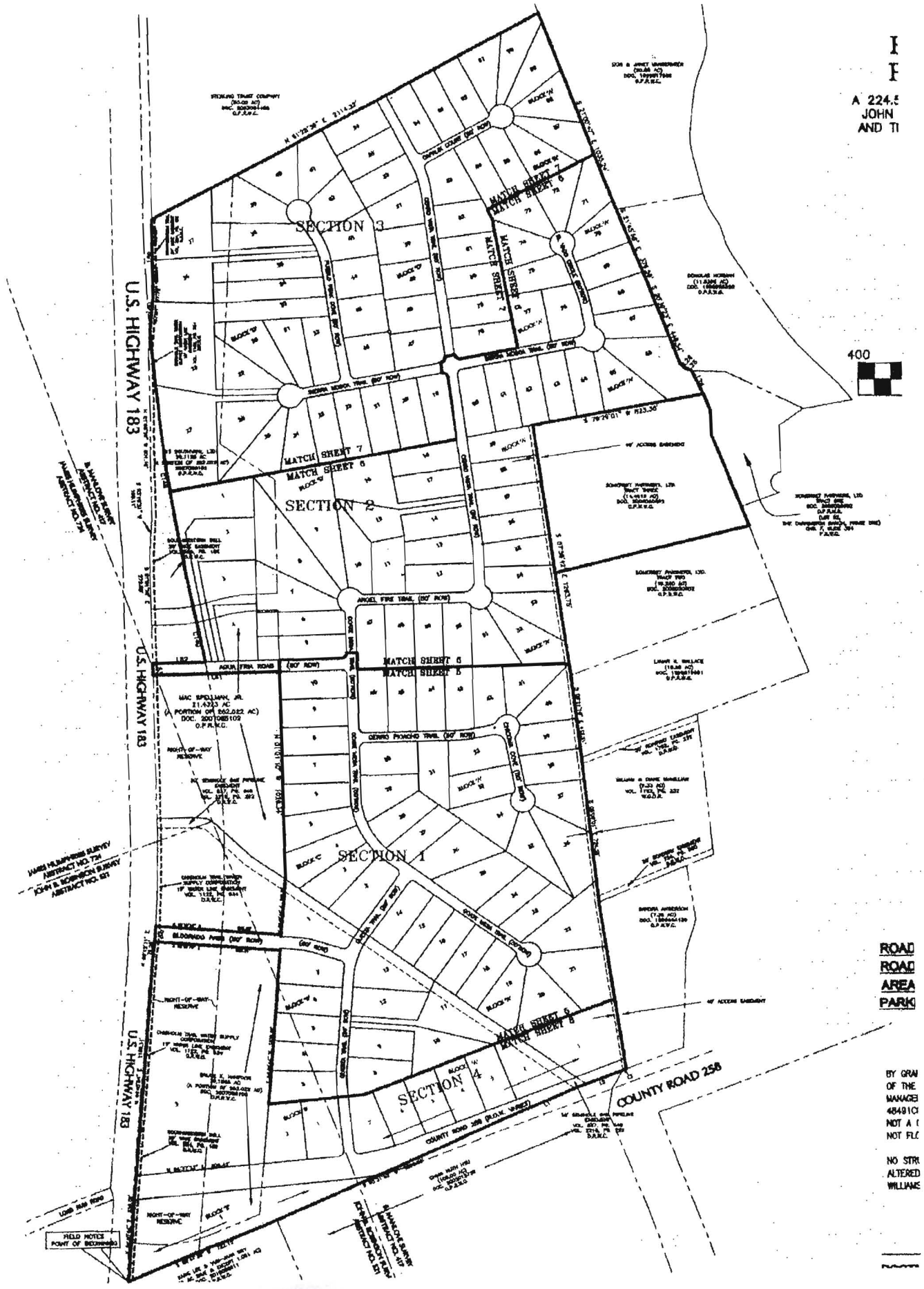
WILLIAMSON COUNTY, TEXAS

By:_____
Bill Gravell, County Judge

DEVELOPER:
MacNak, LLC

By:_____
Bruce Nakfoor

EXHIBIT "A"



SECTION 3
SECTION 2
SECTION 1
SECTION 4
MATCH SHEET 7
MATCH SHEET 6
MATCH SHEET 5
U.S. HIGHWAY 183
COUNTY ROAD 258
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ALTERED
WILLIAMS
FIELD NOTES
POINT OF BEGINNING

Meeting Date: 07/19/2022
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

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	07/14/2022 10:38 AM
Form Started By: Charlie Crossfield		Started On: 07/14/2022 10:11 AM
Final Approval Date: 07/14/2022		

Commissioners Court - Regular Session **48.**

Meeting Date: 07/19/2022

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
k) Project Mellencamp

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	07/14/2022 10:39 AM
Form Started By: Charlie Crossfield		Started On: 07/14/2022 10:13 AM
Final Approval Date: 07/14/2022		