

**NOTICE TO THE PUBLIC**  
**WILLIAMSON COUNTY COMMISSIONERS COURT**  
**July 26, 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 – 29)

3. Discuss, consider and take appropriate action for line item transfers to pay for Emergency Services.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0100-0583-003011	Computer Software < \$5,000	\$2660.00
To	0100-0583-003100	Office Supplies	\$960.00
To	0100-0583-003010	Computer Equipment	\$1700.00

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

**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0100-0540-003003	Radio Equipment < \$5,000	\$1,100.00
To	0100-0540-004210	Internet/Email Svs	\$1,100.00

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

**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0100.0503.003011	Computer Software < \$5,000	\$13,000.00
To	0100.0503.004541	Vehicle Repairs and Maint	\$8,500.00
To	0100.0503.003301	Gasoline, Oil	\$4,500.00

6. Discuss, consider and take appropriate action on a line item transfer for the Tax Assessor/Collector's Office.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0100-0499-003900	Membership Dues	\$825.00
From	0100-0499-004208	Internet Cloud Hosting	\$996.00
To	0100-0499-003011	Computer Software	\$1821.00

7. Discuss, consider and take appropriate action on a line item transfer for the Tax Assessor/Collector's Office.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0100-0499-004212	Postage	\$5,000.00
To	0100-0499-004350	Printed Materials	\$5,000.00

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

**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0100.0570.003001	Small Equip and Tools	\$449.00
From	0100.0570.003002	Vehicle Equipment	\$220.00
From	0100.0570.003003	Radio Equipment	\$3,168.00
From	0100.0570.003008	L.E. Equipment < \$5,000	\$363.00
To	0100.0570.003009	Linens/Toiletries	\$4,200.00

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

**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0100.0570.004231	Travel	\$3,000.00
From	0100.0570.004414	Vehicle Insurance	\$1,733.37
To	0100.0570.003301	Gasoline	\$4,733.37

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

**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0100-0665-004221	Livestock Show	\$2,700.00
To	0100-0665-003301	Gasoline	\$2,700.00

11. Discuss, consider, and take appropriate action on authorizing the disposal of various county vehicles(s) and equipment assets through Auction including one (1) 2003 CMT Brush Buster Vin #1439, pursuant to Tx. Local Gov't Code 263.152.
12. Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 3, June 2022 Monthly Report in compliance with Code of Criminal Procedure §103.005.
13. Discuss, consider and take appropriate action on a request for the Williamson County Regional Animal Shelter to apply for a grant to aid in the care of shelter animals from Petco Love.
14. Discuss, consider and take appropriate action to approve joint purchasing interlocal agreement between Smith County, TX and Williamson County, TX to foster and promote intergovernmental cooperation pursuant to Tex. Loc. Gov't Code Ch. 271, and authorizing execution of the agreement.
15. Consider and approve authorizing the Williamson County Office of Emergency Management Director to sign and execute Memorandum of Understanding ("MOU") with the Texas A&M Forest Service (TAFS) relating to participation in the State-wide Regional Incident Management Team (RIMT) and Disaster Recovery Task Force (DRTF).
16. Discuss, consider and take appropriate action on the approval of the purchase of Truth in Taxation annual software subscription from Harris Local Government Solutions for the Williamson County Tax Office in the amount of \$4,700.00 per year for three (3) years, and authorize the execution of the agreement.
17. Discuss, consider, and take appropriate action on entering into an Interlocal Agreement (ILA) with the Williamson County and Cities Health District for the purchase of First Responder Influenza Vaccines, in the amount of \$9,977.00, and authorizing the execution of the agreement.
18. Discuss, consider, and take appropriate action on authorizing the proposed agreement between Health Fair Plus, LLC in the amount of \$2,500.00 and Williamson County for one (1) week access October 3, 2022 through October 7, 2022 and authorizing the execution of the agreement.
19. Discuss, consider and take appropriate action on authorizing the extension to RFP #T2104 Irrigation Maintenance and Repair Services contract renewal period #2 with American Irrigation Repair LLC for the same terms and conditions as the existing contract, but with a price increase per attached documentation and spreadsheet, for the 12-month term of October 1, 2022 through September 30, 2023.
20. Discuss, consider, and take appropriate action on approving the Agreement and Addendum A, with Paper Retriever of Texas, LLC., for Recycling Dumpster Collection and Fees, for disposal services of nine (9) recycling dumpsters, per the Williamson County locations and frequencies identified in Addendum A. The initial three (3) year agreement will commence October 01, 2022, through September 30, 2025.
21. Discuss, consider and take appropriate action on approving the extension of ATM Services Contract #1806-243, renewal option #4, for the same pricing, terms and conditions as the existing contract for the term of September 11, 2022 - September 10, 2023 with Preferred ATM Services, LLC.
22. Discuss, consider and take appropriate action on accepting a report from The Roof Co Waco LLC, Change Order No. 1 for the Williamson County Bob Phillips Building Remodel Project (P580). This is a no-cost change order to increase substantial completion by twenty days. Funding Source is P580.

23. Discuss, consider and take appropriate action on accepting a report from The Roof Co Waco LLC, Change Order No. 2 for the Williamson County Bob Phillips Building Remodel Project (P580) for \$26,284.32 and to increase substantial completion by thirty days. Funding Source is P580.
24. Discuss, consider and take appropriate action on accepting a report from Chasco Constructors, Change Order No. 3 for the Williamson County Expo Remodel Project (P580) for a time extension of thirty-five days. This is a no-cost change order. Funding Source is P562.
25. Discuss, consider and take appropriate action on Work Authorization No 6 in the amount of \$32,850.00 to expire on December 31, 2023 under Williamson County Contract for Surveying Services between Diamond Surveying and Williamson County dated May 19, 2020 for Chandler Corridor (SH130 to CR 101), Segment 1. Funding source: P599.
26. Discuss, consider and take appropriate action on Work Authorization No 1 in the amount of \$427,080.00 to expire September 30, 2023 under Williamson County Contract for Engineering Services between Gray Engineering Inc and Williamson County dated June 2, 2022 for Drainage Improvements on CR 283, CR 381, CR 496, CR 225, CR 127, CR 445, Hugh Smith Lane. Funding source: 01.0200.0210.004100.
27. Discuss, consider and take appropriate action on Supplemental Work Authorization No 2 to Work Authorization No 1 under Williamson County Contract between Surveying And Mapping, LLC and Williamson County dated May 19, 2020 for On Call Professional Surveying Services. This supplemental is to increase the maximum amount payable to \$65,000.00. Funding source: 01.0200.0210.004150.
28. Discuss, consider and take appropriate action on approval of the preliminary plat for the 463 Estates subdivision – Precinct 4.
29. Discuss, consider and take appropriate action on approval of the preliminary plat for the Rockin Wilco subdivision – Precinct 3.

## **REGULAR AGENDA**

30. Discuss, consider and take any necessary action to approve order for interment by cremation of deceased (Jane L. Kopp) who passed away in Williamson County, TX where there has been no inquest by the Justice of the Peace and the county has discretion to inter, pursuant to Tex. Health & Safety Code § 711.002(e), and authorize Beck Funeral Home to move forward with interment.
31. Discuss, consider and take any necessary action to approve order for interment by cremation of deceased (Jack Owen) who passed away in Williamson County, TX where there has been no inquest by the Justice of the Peace and the county has discretion to inter, pursuant to Tex. Health & Safety Code § 711.002(e), and authorize Beck Funeral Home to move forward with interment.
32. Discuss, consider and take any necessary action to approve order for interment by cremation of deceased (Orville Lee) who passed away in Williamson County, TX where there has been no inquest by the Justice of the Peace and the county has discretion to inter, pursuant to Tex. Health & Safety Code § 711.002(e), and authorize Beck Funeral Home to move forward with interment.
33. Discuss, consider and take appropriate action on a compensation presentation by Human Resources for FY23.
34. Discuss, consider and take appropriate action on draft changes to the Employee Policy Manual for FY23.
35. Discuss, consider and take appropriate action on the FY 2022/2023 Budget Order.

36. Discuss, consider and take appropriate action on authorizing written notice to each elected official of his/her salary and other compensation to be included in the 2022-2023 budget.
37. Discuss, consider and take appropriate action on advertising and setting a date for the public hearing on the 2022-2023 county budget for Tuesday, August 30th, 2022, at 10:00 AM.
38. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment acknowledging additional revenues for the Williamson County Regional Animal Shelter Donation Fund.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
	0546.0000.367404	Animal Shelter Donations	\$50,003.47
	0546.0000.367440	Jane's Fund Donations	\$13,060.04
	0546.0000.367442	Play Yard Donations	\$425.00
	0546.0000.367445	SIT Team Donations	\$250.00
	0546.0000.367447	Animal Transport Donations	\$3,757.20
	0546.0000.367448	Kitten Care Donations	\$5,871.56
	0546.0000.370150	Sales of Pet Care Products	\$824.57

39. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment acknowledging additional expenditures for the Williamson County Regional Animal Shelter Donation Fund.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
	0546.0546.003510	Purchases for Resale	\$824.57
	0546.0546.003670	Use of Donations	\$50,003.47
	0546.0546.004100	Professional Services	\$13,060.04
	0546.0546.004105	Foster Home Care	\$5,871.56
	0546.0546.004231	Travel	\$3,757.20
	0546.0546.004232	Training	\$250.00
	0546.0546.004509	Facility Enhancements	\$425.00

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

**Fiscal Impact**

From/To	Acct No.	Description	Amount
	0100.0000.341206	SO Patrol Revenue	\$190,000

41. Discuss, consider, and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for the Sheriff's Office .

**Fiscal Impact**

From/To	Acct No.	Description	Amount
	0100.0560.003301	Gasoline	\$190,000

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

**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0100.0560.004414	Vehicle Insurance	\$38,424.79
To	0100.0560.003301	Gasoline	\$38,424.79

43. Discuss, consider and take any appropriate action regarding resolution relating to a public hearing and approving financing by Clifton Higher Education Finance Corporation for the benefit of Southwestern University and related matters in compliance with Section 147(f) of the Internal Revenue Code (Note: The proposed resolution approving the bonds does not create any liability for Williamson County).
44. Discuss, consider and take appropriate action to approve agreement with Integrated Prescription Management, Inc. to provide pharmacy benefit management services for the Williamson County Indigent Health Program and exempt such services from competitive bidding or proposal requirements pursuant to Tex. Loc. Gov't Code § 262(2) as necessary and essential to support public health and safety operations.
45. Discuss, consider and take appropriate action regarding the appointment of election judges and alternate judges to serve to a one-year term beginning September 1, 2022 and ending August 31, 2023.
46. Discuss, consider and take any appropriate action authorizing the Williamson County Sheriff's Office to apply for funding through the Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY2022, Local Solicitation.
47. Discuss, consider and take appropriate action on Contract Amendment No. 2 to the CR 404 Realignment contract between Williamson County and RPS Infrastructure, Inc. relating to the 2019 Road Bond Program. Project: P391 Fund Source: Road Bonds
48. Discuss, consider, and take appropriate action on authorizing the extension of Utility Coordination for Corridor & Road Bond Projects contract RFQ1811-273, renewal option period 1 until the term ending July 15, 2023, with Cobb, Fendley & Associates, Inc., for the same pricing, terms and conditions as the existing contract and authorize the execution of the agreement.
49. Discuss, consider and take appropriate action on a TXDOT Resolution for an AFA Amendment #1 for the CR 366 project. Funding Source: Road Bond, P296. This resolution, originally approved during the March 8, 2022, Commissioners Court, was revised to incorporate additional language provided with TXDOT.
50. Discuss, consider and take appropriate action authorizing the county judge to execute a purchase contract with Yury and Marcelo Tier for 2.982 AC needed for right of way on the SE Loop Segment 2 project (Parcel 45). Funding Source: Road Bonds P588

## 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)."***

51. 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.

**52.** 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

**53.** 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 395<sup>th</sup> 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 368<sup>th</sup> 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.

54. 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).
55. 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).
56. Discuss the deployment or specific occasions for implementation of security personnel or devices; or security audits in relation to the Williamson County Justice Center/Williamson County Courthouse (Executive Session as per Texas Gov't. Code § 551.076).

REGULAR AGENDA (continued)

57. Discuss and take appropriate action concerning economic development.
58. Discuss and take appropriate action concerning real estate.

59. 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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13. Cause No. 22-0159-C395; Gary Watsky v. Williamson County Sheriff Mike Gleason et al.; In the 395<sup>th</sup> 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 368<sup>th</sup> Judicial District Court of Williamson County, Texas

**c. EEOC/TWC matters:**

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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.

60. 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.
61. Comments from Commissioners.
62. 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 22nd 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:** 07/26/2022

Discuss and consider approving a line item transfer for Emergency Services

**Submitted For:** Chris Connealy**Submitted By:** Damaris Morales, Emergency Services Dept.**Department:** Emergency Services Dept.**Agenda Category:** Consent**Information****Agenda Item**

Discuss, consider and take appropriate action for line item transfers to pay for Emergency Services.

**Background**

Discuss, consider and take appropriate action for line item transfers to pay for the Lobbyguard upgrade invoice that was originally budgeted for 01-0100-0583-003011. The original quote consisted of all items for the upgrade in one line. The invoice was received with the contents separated; therefore, we need to transfer funds to allow for correct coding of each item individually at the direction of the Auditor's office.

**Fiscal Impact**

<b>From/To</b>	<b>Acct No.</b>	<b>Description</b>	<b>Amount</b>
From	0100-0583-003011	Computer Software < \$5,000	\$2660.00
To	0100-0583-003100	Office Supplies	\$960.00
To	0100-0583-003010	Computer Equipment	\$1700.00

**Attachments****Form Review****Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Damaris Morales

Final Approval Date: 07/19/2022

**Reviewed By**

Becky Pruitt

Saira Hernandez

**Date**

07/19/2022 11:55 AM

07/19/2022 01:59 PM

Started On: 07/15/2022 01:03 PM

# Approved for Payment

**APPROVED**

*By Damaris Morales at 8:10 am, Jun 27, 2022*

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
06-27-2022

Date

\$3130.00 (Close PO Short) Invoice # INV31828

Amount

PO 180297 - LobbyGuard (Raptor Technologies)  
01-0100-0583-003011 PO # & Vendor

## **Notes:**

Invoice INV31828 received 6/7/22 and it was sent back to apply credit already agreed upon during the upgrade quote process. The credit would be for overlapping annual maintenance fees from the original renewal invoice 17598 paid 11-17-21 on PO 178657 and the new upgrade.

Upgrade approved by CC agenda item #23 03-22-22 with 3 year committment.

Updated INV31828 and credit memo received 06/24/22 for \$3130.00, this can be paid against PO 180297 and closing this PO Short.

Attached below:

- Invoice INV31828 (approved for payment)
- CM1489 (credit memo) credit applied to INV31828
- Invoice INV36926 which had to be created by the vendor to document the credit.
- Original renewal invoice 17598 (paid in 11/2021) the credit is the overlap of this invoice date range and the date range of the new upgrade on INV31828.

**Invoice**

**Date**  
**Invoice #**

04/06/2022  
INV31828

**Bill To**

Williamson County EMS  
Julia Cooper  
303 Martin Luther King  
Georgetown TX 78626

**Ship To**

Williamson County Emergency  
Services  
Julia Cooper  
911 Tracy Chambers Lane  
Georgetown TX 78626

PO Number	Terms	Due Date
180297	FF-New 30	05/06/2022

Description	Quantity	Price	Amount
SL Single <span style="float: right;">01-0100-0583-003010</span>	2	\$650.00	\$1,300.00
1100WHITE (LobbyGuard badge labels(box of 10 rolls))	4	\$120.00	\$480.00
<span style="float: right;">01-0100-0583-003100 for badges and keytags w/shipping</span>			
20001KY (LobbyGuard frequent visitor keytags (20 per page))	20	\$20.00	\$400.00
Shipping / Handling Fee-Badges	1	\$20.00	\$20.00
Shipping / Handling Fee-Kiosk	2	\$30.00	\$60.00
(2) Equipment Warranty Three Years (\$600 per Kiosk)-Year 1 of 3	0.667	\$600.00	\$400.00
<span style="float: right;">01-0100-0583-003010</span>			
Term YR 1: 4/1/2022-3/31/2023			
(2) Visitor Management Software-Annual Access Fee-Year 1 of 3	0.269	\$3,790.00	\$1,020.00
<span style="float: right;">01-0100-0583-003011</span>			
Term YR 1: 4/1/2022-3/31/2023			
2 LobbyGuard SL MPP - YEARLY FEE			\$3,680.00
*Credit Memo of \$550 applied upgrade			

<b>Tax Total</b>	\$0.00
<b>Total</b>	\$3,680.00
<b>Amount Paid</b>	\$550.00
<b>Amount Due</b>	\$3,130.00

Credit applied to 01-0100-0583-004505



INV31828



**Invoice**

**Date**  
**Invoice #**

04/06/2022  
INV31828

**Questions? Email [Billing@Lobbyguard.com](mailto:Billing@Lobbyguard.com)**

Remit Checks to:

LobbyGuard Solutions, LLC  
Dept 910  
PO Box 4458  
Houston, TX 77210-4458

Please reference invoice number(s) on all check payments.



INV31828

**Credit Memo**

**Bill To**

Williamson County Emergency Services  
 Julia Cooper  
 911 Tracy Chambers Lane  
 Georgetown TX 78626

**Ship To**

Williamson County Emergency Services  
 Julia Cooper  
 911 Tracy Chambers Lane  
 Georgetown TX 78626

PO Number
RMA512/ RSO17598 sub upgrade --PO# 178657

Description	Quantity	Rate	Amount
Visitor Management Software-Annual Access Fee	2	\$550.00	\$1,100.00
\$550 applied to revised renewal INV36926			
\$550 applied to INV31828			

<b>Subtotal</b>	\$1,100.00
<b>Tax Total</b>	\$0.00
<b>Total</b>	\$1,100.00

**Order Information:**

For billing questions, e-mail [Billing@LobbyGuard.com](mailto:Billing@LobbyGuard.com)



**Renewal Invoice**

**Date** 6/1/2022  
**Invoice #** INV36926

<b>Renewal Start Date</b> 10/1/2021
--

**Bill To**

Williamson County EMS  
Julia Cooper  
303 Martin Luther King  
Georgetown TX 78626

PO Number	Terms	Due Date
178657	Renewal	6/1/2022

Description	Quantity	Price	Amount
Visitor Management Software-Annual Access Fee - 10/1/2021 - 3/31/2022 *CM1489 applied	2	\$275.00	\$550.00

<b>Tax Total</b>	\$0.00
<b>Total</b>	\$550.00
<b>Amount Paid</b>	\$550.00
<b>Amount Due</b>	\$0.00

**Questions? Email [Renew@Lobbyguard.com](mailto:Renew@Lobbyguard.com)**

Remit Checks to:

LobbyGuard Solutions, LLC  
Dept 910  
PO Box 4458  
Houston, TX 77210-4458

Please reference invoice number(s) on all check payments.



INV36926

**Renewal Notice**

Date 8/1/2021  
Renewal # 17598

**Your Service Ends  
9/30/2021**  
To avoid loss of service, please  
pay renewal fee on or before the  
above service end date.

**Bill To**

Williamson County EMS  
Julia Cooper  
303 Martin Luther King  
Georgetown TX 78626

**Ordered By:**

Williamson County

Terms
RN N60

LobbyGuard Solutions, LLC :: 4700 Six Forks Road Ste 300 :: Raleigh, NC 27609

FEIN: 20-2442335

Description	Qty	Price	Amount
Visitor Management Software-Annual Access Fee	2	\$550.00	\$1,100.00

Remit check payments to: Dept 910 :: PO Box 4458 :: Houston, TX 77210

To submit a Purchase Order or for Renewal questions, please e-mail  
Billing@LobbyGuard.com

<b>Subtotal</b>	\$1,100.00
<b>Tax Total</b>	\$0.00
<b>Total</b>	\$1,100.00

**APPROVED**  
By Damaris Morales at 12:51 pm, Nov 17, 2021

Authorized Signature

11-17-2021

Date

01.0100.0583.004505

Budget Line Item

\$1100.00 PO #178657

Amount



**FY22**



SO17598



**Commissioners Court - Regular Session**

4.

**Meeting Date:** 07/26/2022

Internet / Email Svs LIT

**Submitted By:** Michael Knipstein, EMS

**Department:** EMS

**Agenda Category:** Consent

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**Information**

**Agenda Item**

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

**Background**

Line item transfer to cover the remainder of the fiscal year for services at EMS stations.

---

**Fiscal Impact**

<b>From/To</b>	<b>Acct No.</b>	<b>Description</b>	<b>Amount</b>
From	0100-0540-003003	Radio Equipment < \$5,000	\$1,100.00
To	0100-0540-004210	Internet/Email Svs	\$1,100.00

---

**Attachments**

*No file(s) attached.*

---

**Form Review**

**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Michael Knipstein

Final Approval Date: 07/19/2022

**Reviewed By**

Becky Pruitt

Saira Hernandez

**Date**

07/19/2022 12:04 PM

07/19/2022 01:59 PM

Started On: 07/19/2022 08:19 AM

**Commissioners Court - Regular Session**

5.

**Meeting Date:** 07/26/2022

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

**Submitted For:** Richard Semple

**Submitted By:** Tammy McCulley, Information Technology

**Department:** Information Technology

**Agenda Category:** Consent

**Information**

**Agenda Item**

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

**Background**

This transfer for gasoline and vehicle repairs is necessary in order to effectively continue county-wide IT support.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0100.0503.003011	Computer Software < \$5,000	\$13,000.00
To	0100.0503.004541	Vehicle Repairs and Maint	\$8,500.00
To	0100.0503.003301	Gasoline, Oil	\$4,500.00

**Attachments**

*No file(s) attached.*

**Form Review**

**Inbox**

County Judge Exec Asst.  
Budget Office  
Form Started By: Tammy McCulley  
Final Approval Date: 07/19/2022

**Reviewed By**

Becky Pruitt  
Saira Hernandez

**Date**

07/19/2022 11:57 AM  
07/19/2022 01:59 PM  
Started On: 07/18/2022 08:12 AM

**Commissioners Court - Regular Session**

**6.**

**Meeting Date:** 07/26/2022

Budget line item transfer

**Submitted For:** Larry Gaddes

**Submitted By:** Judy Kocian, County Tax Assessor  
Collector

**Department:** County Tax Assessor Collector

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on a line item transfer for the Tax Assessor/Collector's Office.

**Background**

The line item transfer is from various line items: 003010 Software Equipment \$225.00, 003900 Membership dues \$600.00, and Internet Cloud Hosting \$996.00 for a total amount of \$1821.00 to be moved to line item 003011 Computer Software. This budget transfer is requested to cover the cost of Truth In Taxation software provided by BIS Consultants. Our FY 2022 budget included the cost of this software by Harris Govern at a much lower price. However, Harris Govern has reached an agreement with BIS Consultants this year where BIS will provide the software. This software is needed to complete property tax worksheets for the various taxing entities.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0100-0499-003900	Membership Dues	\$825.00
From	0100-0499-004208	Internet Cloud Hosting	\$996.00
To	0100-0499-003011	Computer Software	\$1821.00

**Attachments**

*No file(s) attached.*

**Form Review**

**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Judy Kocian

Final Approval Date: 07/19/2022

**Reviewed By**

Becky Pruitt

Saira Hernandez

**Date**

07/19/2022 11:59 AM

07/19/2022 02:23 PM

Started On: 07/18/2022 12:11 PM

**Commissioners Court - Regular Session**

7.

**Meeting Date:** 07/26/2022

Budget line item transfer

**Submitted For:** Larry Gaddes

**Submitted By:** Judy Kocian, County Tax Assessor  
Collector

**Department:** County Tax Assessor Collector

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on a line item transfer for the Tax Assessor/Collector's Office.

**Background**

The line item transfer is from line item 004212 Postage for \$5000 to line item 004350 Printed Materials and binding. This budget transfer is requested to cover the cost of printing No. 9 green envelopes used in Property Tax mailouts.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0100-0499-004212	Postage	\$5,000.00
To	0100-0499-004350	Printed Materials	\$5,000.00

**Attachments**

*No file(s) attached.*

**Form Review**

**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Judy Kocian

Final Approval Date: 07/20/2022

**Reviewed By**

Becky Pruitt

Saira Hernandez

**Date**

07/20/2022 10:10 AM

07/20/2022 10:19 AM

Started On: 07/20/2022 09:29 AM

**Commissioners Court - Regular Session**

**8.**

**Meeting Date:** 07/26/2022

Line Item Transfer - Corrections

**Submitted For:** Mike Gleason

**Submitted By:** Peggy Braun, Sheriff

**Department:** Sheriff

**Agenda Category:** Consent

**Information**

**Agenda Item**

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

**Background**

This will provide the required funding for inmate paper products.

**Fiscal Impact**

<b>From/To</b>	<b>Acct No.</b>	<b>Description</b>	<b>Amount</b>
From	0100.0570.003001	Small Equip and Tools	\$449.00
From	0100.0570.003002	Vehicle Equipment	\$220.00
From	0100.0570.003003	Radio Equipment	\$3,168.00
From	0100.0570.003008	L.E. Equipment < \$5,000	\$363.00
To	0100.0570.003009	Linens/Toiletries	\$4,200.00

**Attachments**

*No file(s) attached.*

**Form Review**

**Inbox**

County Judge Exec Asst.

County Judge Exec Asst.

Budget Office

Form Started By: Peggy Braun

Final Approval Date: 07/21/2022

**Reviewed By**

Becky Pruitt

Becky Pruitt

Ashlie Holladay

**Date**

07/20/2022 12:22 PM

07/20/2022 12:22 PM

07/21/2022 07:38 AM

Started On: 07/20/2022 12:01 PM

**Commissioners Court - Regular Session**

9.

**Meeting Date:** 07/26/2022

Line Item Transfer for the County Sheriff, Corrections Bureau

**Submitted For:** Mike Gleason

**Submitted By:** Abigail Dass, Sheriff

**Department:** Sheriff

**Agenda Category:** Consent

**Information**

**Agenda Item**

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

**Background**

This transfer is being requested to cover shortfall in Gasoline due to rising fuel cost. Line item is currently in a negative balance.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0100.0570.004231	Travel	\$3,000.00
From	0100.0570.004414	Vehicle Insurance	\$1,733.37
To	0100.0570.003301	Gasoline	\$4,733.37

**Attachments**

*No file(s) attached.*

**Form Review**

**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Abigail Dass

Final Approval Date: 07/21/2022

**Reviewed By**

Becky Pruitt

Ashlie Holladay

**Date**

07/21/2022 09:40 AM

07/21/2022 09:55 AM

Started On: 07/21/2022 08:49 AM

**Commissioners Court - Regular Session**

10.

**Meeting Date:** 07/26/2022

Line Item Transfer for Extension Service

**Submitted By:** Katherine Whitney, Extension Service

**Department:** Extension Service

**Agenda Category:** Consent

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**Information**

**Agenda Item**

Discuss, consider, and take appropriate action on a line item transfer for the Extension Service.

**Background**

Background: Extension Service is requesting a line-item transfer due to the increase in fuel cost.

---

**Fiscal Impact**

<b>From/To</b>	<b>Acct No.</b>	<b>Description</b>	<b>Amount</b>
From	0100-0665-004221	Livestock Show	\$2,700.00
To	0100-0665-003301	Gasoline	\$2,700.00

---

**Attachments**

*No file(s) attached.*

---

**Form Review**

**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Katherine Whitney

Final Approval Date: 07/21/2022

**Reviewed By**

Becky Pruitt

Ashlie Holladay

**Date**

07/21/2022 09:39 AM

07/21/2022 09:54 AM

Started On: 07/21/2022 08:29 AM

**Commissioners Court - Regular Session**

11.

**Meeting Date:** 07/26/2022

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 one (1) 2003 CMT Brush Buster Vin #1439, pursuant to Tx. Local Gov't Code 263.152.

**Background**

Please see the attached list for details.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Brush Buster for Auction SO

**Form Review**

**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Mary Watson

Final Approval Date: 07/21/2022

**Reviewed By**

Joy Simonton

Becky Pruitt

**Date**

07/20/2022 10:08 PM

07/21/2022 09:26 AM

Started On: 07/14/2022 03:07 PM

# Vehicle Status Change

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Department	560 - Sheriffs Office
County VIN/Serial Number	49TSG162831061439
Equipment/Door Number	SF0334
License Plate	9064162
Year	2003
Make	CMT
Model	BRUSH BUSTER
Comments (mileage, mechanical issues, other info)	2003 livestock trailer Replaced in FY2022
Elected Official/Department Head/Authorized Staff Digital Signature2	✔ Pat Erickson 7/14/2022 5:31 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 7/14/2022 6:53 AM
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	N/A
Authorizing HR Employee Digital Signature	✔ Logan Smith 7/14/2022 9:54 AM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✔ Nancy Schiller 7/14/2022 2:28 PM
Purchasing Department Signature Acknowledgement	✔ Mary Watson 7/14/2022 3:04 PM

**Vehicle Status Change**

**Commissioners Court - Regular Session**

12.

**Meeting Date:** 07/26/2022

Justice of the Peace 3 JUNE 2022 Monthly Report

**Submitted For:** Evelyn McLean

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

**Department:** J.P. Pct. #3

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 3, June 2022 Monthly Report in compliance with Code of Criminal Procedure §103.005.

**Background**

**Fiscal Impact**

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

**Attachments**

June 2022 - CCP 103

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Mary Alcala

Final Approval Date: 07/19/2022

**Reviewed By**

Becky Pruitt

**Date**

07/19/2022 11:56 AM

Started On: 07/15/2022 03:41 PM

**IN COMPLIANCE WITH ARTICLE 103  
CODE OF CRIMINAL PROCEDURE**

**THE STATE OF TEXAS  
COUNTY OF WILLIAMSON**

Before me, the undersigned authority, on this day personally appeared Evelyn McLean, Justice of the Peace, Precinct 3, Williamson County, who, on her oath, stated that the attached report of money collected is a true and correct report for the month of June, 2022.



*Evelyn McLean*

**EVELYN McLEAN  
JUSTICE OF THE PEACE  
PRECINCT THREE**

On this 12th day of July 2022, to certify which witness my hand and seal of office.

*Mary Alcala*

**NOTARY PUBLIC  
in and for the State of Texas**



# Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Transaction Date: 06/01/2022 - 06/30/2022 Case Categories: Criminal  
 Locations: JP3

Payment Type: Cash Bond Deposit; E-Filing Payment; ...

G/L Account	G/L Account Number	Fee Totals
<b>0100 - General Fund</b>		
01-0100-0000-207013 - Due to City of Jarrell	L-004-3-01-0100-0000-207013: 01-0100-0000-207013 - Due to City of Jarrell	10.00
01-0100-0000-207017 - Collections Agency Fee	L-004-3-01-0100-0000-207017: 01-0100-0000-207017 - Collections Agency Fee	5,881.27
01-0100-0000-209600 - FINES DUE TO TX PARKS WILDLIFE	L-004-3-01-0100-0000-209600: 01-0100-0000-209600 - FINES DUE TO TX PARKS WILDLIFE	1,246.10
01-0100-0000-209700 - JP COURTS-REFUNDS	L-004-3-01-0100-0000-209700: 01-0100-0000-209700 - JP COURTS-REFUNDS	235.00
01-0100-0000-341200 - Sheriff Fees (WILCO)	L-004-3-01-0100-0000-341200: 01-0100-0000-341200 - Sheriff Fees (WILCO)	438.70
01-0100-0000-341803 - FEES OF OFFICE, JP PCT-3	L-004-3-01-0100-0000-341803: 01-0100-0000-341803 - FEES OF OFFICE, JP PCT #3	7,731.58
01-0100-0000-341913 - CRIMINAL FEES/OFFICE, CONST 3	L-004-3-01-0100-0000-341913: 01-0100-0000-341913 - Fees of Office, Crim. Const PCT #3	383.34
01-0100-0000-341914 - CRIMINAL FEES/OFFICE, CONST 4	L-004-3-01-0100-0000-341914: 01-0100-0000-341914 - Fees of Office, Crim. Const PCT #4	50.00
01-0100-0000-351303 - FINES, JP PCT-3	L-004-3-01-0100-0000-351303: 01-0100-0000-351303 - FINES, JP PCT #3	71,567.87
<b>0100 - General Fund Total:</b>		<b>87,543.86</b>
<b>0361 - JP Security Fund</b>		
01-0361-0000-341153 - JP 3 SECURITY FEES	L-004-3-01-0361-0000-341153: 01-0361-0000-341153 - JP 3 SECURITY FEES	223.95
<b>0361 - JP Security Fund Total:</b>		<b>223.95</b>
<b>0367 - JP-3 Truancy Program Fund</b>		
01-0367-0000-370000 - JP-3 Truancy Program Fees	L-004-3-01-0367-0000-370000: 01-0367-0000-370000 - JP-3 Truancy Program Fee	269.95
<b>0367 - JP-3 Truancy Program Fund Total:</b>		<b>269.95</b>
<b>0372 - Justice Court Technology Fund</b>		
01-0372-0000-341143 - JP 3 TECHNOLOGY FEES	L-004-3-01-0372-0000-341143: 01-0372-0000-341143 - JP #3 TECHNOLOGY FEES	223.99
<b>0372 - Justice Court Technology Fund Total:</b>		<b>223.99</b>

# Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Transaction Date: 06/01/2022 - 06/30/2022 Case Categories: Criminal  
Locations: JP3

Payment Type: Cash Bond Deposit; E-Filing Payment; ...

Fee Code Summary									
Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
AFCPD	Arrest Fee - Cedar Park Police Department	5.00	1	0.00	0	0.00	0	5.00	1
AFDPS	Arrest Fee - DPS (CCP 102.011)	137.60	39	0.00	0	0.00	0	137.60	39
AFJP	Arrest Fee - Jarrell Police Department (CCP 102.011)	10.00	2	0.00	0	0.00	0	10.00	2
AFRPD	Arrest Fee - Round Rock PD (CCP 102.011)	5.00	1	0.00	0	0.00	0	5.00	1
AFSO	Arrest Fee - Sheriff's Office (CCP 102.011)	122.32	36	0.00	0	0.00	0	122.32	36
CCC	Consolidated Court Costs [Loc. Gov't Code, 133.102]	2,079.44	76	0.00	0	0.00	0	2,079.44	76
CFINE	County Fine	71,567.87	654	0.00	0	0.00	0	71,567.87	654
CHS	Courthouse Security Fee (CCP 102.017)	167.95	79	0.00	0	0.00	0	167.95	79
CHSJC	JP Security Fee (CCP 102.017)	56.00	79	0.00	0	0.00	0	56.00	79
CJS	Criminal Judicial Support Fee (LGC 103.105)	0.60	1	0.00	0	0.00	0	0.60	1
COLLFEE	Collection Agency Fee	5,881.27	108	0.00	0	0.00	0	5,881.27	108
CRFEEOVER	Criminal Overpayment Fee	235.00	2	0.00	0	0.00	0	235.00	2
DDF	Deferred Disposition Fee	7,645.00	67	0.00	0	0.00	0	7,645.00	67
DSC	Driver's Safety Course Fee (CCP 45.0511(f1))	1.29	1	0.00	0	0.00	0	1.29	1
FNTC1	Child Safety Seat Fine Trauma Center	125.00	4	0.00	0	0.00	0	125.00	4
IDF	Indigent Defense Fee (LGC 133.107)	103.96	75	0.00	0	0.00	0	103.96	75
JCTF	Justice Court Technology Fee (CCP 102.0173)	223.99	79	0.00	0	0.00	0	223.99	79
JFR	Jury Reimbursement Fee (CCP 102.0045)	207.96	75	0.00	0	0.00	0	207.96	75
JTP	Juvenile Truancy Program (CCP 102.0174)	269.95	77	0.00	0	0.00	0	269.95	77
JTPDC	Juvenile Truancy Prev/Diversion Due to County (CCP 102.015)	47.60	69	0.00	0	0.00	0	47.60	69
JTPDS	Juvenile Truancy Prev/Diversion Due to State (CCP 102.015)	47.58	69	0.00	0	0.00	0	47.58	69
JUSFC	Judicial Support Fund - County (LGC 133.105)	30.58	74	0.00	0	0.00	0	30.58	74
JUSFS	Judicial Support Fund - State (LGC 133.105)	280.72	75	0.00	0	0.00	0	280.72	75
MVF	Moving Violation Fee (CCP 102.022)	2.75	45	0.00	0	0.00	0	2.75	45
OMNI	OMNI Fee	138.72	37	0.00	0	0.00	0	138.72	37
OMNIC	OMNI Fee - County	92.50	36	0.00	0	0.00	0	92.50	36
OMNIS	OMNI Fee - State	462.42	37	0.00	0	0.00	0	462.42	37
SFC3	Service/Arrest Fee - Const. 3	15.00	3	0.00	0	0.00	0	15.00	3
SFMCWV	State Fine - Motor Carrier Weight Violation	452.00	8	0.00	0	0.00	0	452.00	8

# Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Transaction Date: 06/01/2022 - 06/30/2022 Case Categories: Criminal  
 Locations: JP3

Payment Type: Cash Bond Deposit; E-Filing Payment; ...

Fee Code Summary									
Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
STF	State Traffic Fee (TC 542.4031)	647.37	33	0.00	0	0.00	0	647.37	33
TPC	Time Payment Fee - County	43.23	6	0.00	0	0.00	0	43.23	6
TPS	Time Payment Fee - State	53.38	7	0.00	0	0.00	0	53.38	7
TPWF	Texas P&W Fine	1,246.10	17	0.00	0	0.00	0	1,246.10	17
UFA	Uniform Traffic Act (TC 542.403)	75.29	37	0.00	0	0.00	0	75.29	37
WARC3	Warrant Fee - Constable Pct. 3	368.34	13	0.00	0	0.00	0	368.34	13
WARC4	Warrant Fee - Constable Pct. 4	50.00	1	0.00	0	0.00	0	50.00	1
WCSSO	Williamson County Sheriff	316.38	9	0.00	0	0.00	0	316.38	9
WFDPS	Warrant Fee - DPS	104.18	3	0.00	0	0.00	0	104.18	3
Fee Code Summary Totals		Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
		93,319.34	2,035	0.00	0	0.00	0	93,319.34	2,035

# Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Transaction Date: 06/01/2022 - 06/30/2022 Case Categories: Criminal  
 Locations: JP3

Payment Type: Cash Bond Deposit; E-Filing Payment; ...

G/L Account	G/L Account Number	Fee Totals
<b>0399 - State Agency Fund</b>		
01-0399-0000-208033 - JP 3 Truancy Prev/Diversion - State	L-004-3-01-0399-0000-208033: 01-0399-0000-208033 - JP 3 Truancy Prev/Diversion - State	95.18
01-0399-0000-208160 - CCC FEES DUE TO STATE COMP	L-004-3-01-0399-0000-208160: 01-0399-0000-208160 - Consolidated Court Costs	2,079.44
01-0399-0000-208235 - JURY SERVICE FEES DUE TO STATE	L-004-3-01-0399-0000-208235: 01-0399-0000-208235 - Jury Service Fee	207.96
01-0399-0000-208352 - CRIMINAL JUDICIAL SUPPORT DUE	L-004-3-01-0399-0000-208352: 01-0399-0000-208352 - Support of the Judiciary Fund	311.90
01-0399-0000-208400 - DPS ARREST FEES DUE TO STATE	L-004-3-01-0399-0000-208400: 01-0399-0000-208400 - Texas Highway Patrol Arrest Fees	241.78
01-0399-0000-208415 - MOVING VIOLATION FEE DUE TO ST	L-004-3-01-0399-0000-208415: 01-0399-0000-208415 - Moving Violation Fee Due to State	2.75
01-0399-0000-208425 - ST TRAFFIC FEES DUE TO STATE	L-004-3-01-0399-0000-208425: 01-0399-0000-208425 - State Traffic Fee	647.37
01-0399-0000-208703 - INDIGENT DEF FEES - DUE TO ST	L-004-3-01-0399-0000-208703: 01-0399-0000-208703 - Indigent Defense Fee	103.96
01-0399-0000-208720 - SEATBELT FINES	L-004-3-01-0399-0000-208720: 01-0399-0000-208720 - Seatbelt Fines	125.00
01-0399-0000-208750 - TLFTA FEES DUE TO STATE COMP	L-004-3-01-0399-0000-208750: 01-0399-0000-208750 - Traffic Law Failure To Appear	693.64
01-0399-0000-208850 - WEIGHT VIOLATION FINES DUE TO	L-004-3-01-0399-0000-208850: 01-0399-0000-208850 - Weight Violation Fines	452.00
01-0399-0000-208860 - TIME PYMT FEES DUE TO STATE	L-004-3-01-0399-0000-208860: 01-0399-0000-208860 - Time Payment	96.61
<b>0399 - State Agency Fund Total:</b>		<b>5,057.59</b>
<b>Fee Totals for All Funds:</b>		<b>93,319.34</b>

# Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Transaction Date: 06/01/2022 - 06/30/2022 Case Categories: Civil  
 Locations: JP3

Payment Type: Cash Bond Deposit; E-Filing Payment; ...

G/L Account	G/L Account Number	Fee Totals
<b>0100 - General Fund</b>		
01-0100-0000-341803 - FEES OF OFFICE, JP PCT-3	L-004-3-01-0100-0000-341803: 01-0100-0000-341803 - FEES OF OFFICE, JP PCT #3	1,009.58
01-0100-0000-341903 - CIVIL FEES/OFFICE, CONST 3	L-004-3-01-0100-0000-341903: 01-0100-0000-341903 - Fees of Office, Const. PCT #3	7,060.00
01-0100-0000-361200 - INTEREST, BANK DEPOSITS	L-004-3-01-0100-0000-361200: 01-0100-0000-361200 - Interest, Bank Deposit	1.95
01-0399-0000-208354 - Judicial/Court Train Fee Due to State	L-004-3-01-0399-0000-208354: 01-0399-0000-208354 - Judicial/Court Train Fee Due to State	5.00
<b>0100 - General Fund Total:</b>		<b>8,076.53</b>
<b>0399 - State Agency Fund</b>		
01-0399-0000-208022 - Justice Courts Civil Electronic Filing	L-004-3-01-0399-0000-208022: 01-0399-0000-208022 - JP Ct. Civil Electronic Filing Fee	10.00
01-0399-0000-208822 - JP CIVIL LEGAL FEE FOR INDIGEN	L-004-3-01-0399-0000-208822: 01-0399-0000-208822 - JP Civil Legal Fee for Indigent	6.00
<b>0399 - State Agency Fund Total:</b>		<b>16.00</b>
<b>Fee Totals for All Funds:</b>		<b>8,092.53</b>

# Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Transaction Date: 06/01/2022 - 06/30/2022 Case Categories: Civil  
Locations: JP3

Payment Type: Cash Bond Deposit; E-Filing Payment; ...

Fee Code Summary									
Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
AB	Abstract	20.00	1	0.00	0	0.00	0	20.00	1
CCOP	Civil Copies	36.25	10	0.00	0	0.00	0	36.25	10
CERT	Certified Copy	2.00	1	0.00	0	0.00	0	2.00	1
CMAIL	Clerk Service Fee by Certified Mail or Posting	13.33	1	0.00	0	0.00	0	13.33	1
CONT3	Constable Service Fee Pct #3	5,110.00	57	0.00	0	0.00	0	5,110.00	57
EFF	Electronic Filing Fee	10.00	1	0.00	0	0.00	0	10.00	1
IN	Interest	1.95	2	0.00	0	0.00	0	1.95	2
ISF	Indigent Legal Services Fee	6.00	1	0.00	0	0.00	0	6.00	1
JCTF	Judicial/Court Training Fee Due to State	5.00	1	0.00	0	0.00	0	5.00	1
JURY	Jury Fee	88.00	4	0.00	0	0.00	0	88.00	4
SCFF	Small Claims Filing Fee	25.00	1	0.00	0	0.00	0	25.00	1
TRANS	Transcript	760.00	76	0.00	0	0.00	0	760.00	76
WEXEC	Writ of Execution	5.00	1	0.00	0	0.00	0	5.00	1
WPOSS	Writ of Possession	60.00	12	0.00	0	0.00	0	60.00	12
WSF3	JP3 - Writ Service Fee	1,950.00	13	0.00	0	0.00	0	1,950.00	13
Fee Code Summary Totals		Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
		8,092.53	182	0.00	0	0.00	0	8,092.53	182

**Commissioners Court - Regular Session**

13.

**Meeting Date:** 07/26/2022

Petco Love Grant Request

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

**Department:** Animal Services

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on a request for the Williamson County Regional Animal Shelter to apply for a grant to aid in the care of shelter animals from Petco Love.

**Background**

The Williamson County Regional Animal Shelter runs multiple lifesaving programs based on the support of the community and our donors. In order to save as many lives of cats and dogs as possible, WCRAS is asking Petco Love to continue their support.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

WCRAS Lifesaving Programs

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Misty Valenta

Final Approval Date: 07/21/2022

**Reviewed By**

Becky Pruitt

**Date**

07/21/2022 11:47 AM

Started On: 07/21/2022 11:25 AM

Grant Title/Project Name:	WCRAS Lifesaving Programs
Department:	Animal Services
Requestor:	Misty Valenta
Contact Email:	mvalenta@wilco.org
Contact Phone Number:	512-943-3597
Start Date:	10/1/2022
End Date:	9/30/2023
Please select request category:	Asset, Personnel, Service
Describe the purpose of the grant in detail to include all requirements.	Petco Love provides un-restricted funding. If awarded an investment, your organization may utilize funds for any purpose that increases in your lifesaving results, or other significant positive lifesaving impact for pets in your community. Will be required to promote this award if recieved.
Select the type of grant your department is applying for:	Private Foundation
What is the amount of the grant?	\$50,000.00
Please provide a breakdown of the total cost above.	\$10,000 to assist in already established grant funded personnel that work to save the lives of animals at the shelter with wellness care and reunification. \$2,500 in iPads to help expedite sheltering data collection and enhance the customer service experience for our visitors. \$25,000 to work with a partner spay/neuter organization to bring low cost spay/neuter options to the citizens of Williamson County. \$2,500 to provide free microchips to the citizen of Williamson County to speed up reunions and decrease the shelter population. \$10,000 to help support the grant funded relationship between Williamson County and Jail to Jobs.
Is there a match requirement?	No
What is the source of the match?	
Does the grant cover the cost of the request 100%?	
If not, how much is left unpaid?	
What is the plan to obtain grants/funds for the remaining amount?	
List other similar assets in the County and/or region and if they are available for use?	
How is this asset request different from any similar assets currently in the County and/or region?	
What types of events/purpose would this asset be used for that cannot be accomplished with a current County asset?	
How often do these events occur?	

Identify the number of personnel required to operate this asset and/or be available for the function where it is to be used? How much time is required of those personnel? What is the cost of the personnel?	
Where will the asset be stored?	
What is the useful life of the asset?	
Will a replacement be requested from general funds when useful life has been exhausted?	
Will other agencies be billed for the use of this asset (e.g. vendors paid, employee worked hours and paid, inventory costs etc.)?	
Does this asset require insurance coverage?	
If yes, what is the estimate of asset insurance coverage?	
Will this asset require on-going maintenance? Please describe the maintenance required along with an estimate for these costs.	
How will this asset be funded when the grant ends?	
What is the impact if the grant is not received?	
New Personnel position is:	
Where will this position office?	
Who will this position report to?	
What tasks will this position perform? Include the five primary functions and the percentage of time spent to be spent on each function.	
Will this position take over tasks from current County employee?	
If yes, please explain the impact to current employee.	
How will this position be funded when the grant ends?	
Does this position or a similar position currently exist within the department?	
If "yes" how many of these similar positions exist	
Describe any alternatives considered to achieve desired outcome in lieu of a position (i.e. equipment, software, technology or change in business practice).	
Describe how workload will be accomplished/re-allocated should grant not be approved.	
List other similar items in the County and/or region and if they available for use?	na

How is this item request different from any similar assets currently in the County and/or region?	na
What types of events/purpose would this item be used for that cannot be accomplished with a current County asset?	This would expand our lifesaving capabilities, create a better workflow, and elevate the customer service to the community.
Identify the number of personnel required to operate this item and/or be available for the function where it is to be used?	5
Please explain how this item will create the need for more or less personnel (or mark n/a for no change)?	na
Where will the item be stored?	Technician rooms, Adoption areas
What is the useful life of the item?	5 years
Will other agencies be billed for the use of this item (e.g. vendors paid, employee worked hours and paid, inventory costs etc.)?	
Does this item require insurance coverage?	No
Will this item require any form of licensing?	No
Will this item require on-going maintenance? Please describe the maintenance required along with an estimate for these costs?	We will need IT to set up the iPads and download the appropriate apps
How will this item be funded when the grant ends?	Through additional grants
What is the overall budgetary impact? (i.e. revenue generation, expense reduction, etc.)	na
Please identify any additional equipment needed/required (now or in the future) should the grant/asset is awarded.	none
What is the cost and frequency to maintain/update the additional equipment?	\$0
What is the impact of this grant application on other internal/county departments?	na
If yes, what is the estimate of that license fee?	
If yes, what is the estimate of insurance coverage?	
Will a replacement be requested from general funds when useful life has been exhausted? (OR)	No
If yes, how much is the match amount?	

ID	92
Version	1.0
Attachments	False
Created	7/21/2022 11:18 AM
Created By	Misty Valenta
Modified	7/21/2022 11:18 AM
Modified By	Misty Valenta

**Commissioners Court - Regular Session**

14.

**Meeting Date:** 07/26/2022

Approval of Interlocal Purchasing Agreement with Smith County, TX

**Submitted For:** Joy Simonton

**Submitted By:** Erica Smith, Purchasing

**Department:** Purchasing

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss, consider and take appropriate action to approve joint purchasing interlocal agreement between Smith County, TX and Williamson County, TX to foster and promote intergovernmental cooperation pursuant to Tex. Loc. Gov't Code Ch. 271, and authorizing execution of the agreement.

**Background**

The proposed interlocal agreement arises from a request from Smith County to assist them in utilizing Williamson County's contract and legal compliance requirements for inmate telephone and related services under the Tex. Loc. Gov't Code. Purchasing Department point of contact is Erica Smith.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Smith County ILA

**Form Review**

**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Erica Smith

Final Approval Date: 07/21/2022

**Reviewed By**

Joy Simonton

Becky Pruitt

**Date**

07/21/2022 08:49 AM

07/21/2022 09:28 AM

Started On: 07/20/2022 10:06 AM

**PURCHASING COOPERATIVE  
INTERLOCAL AGREEMENT**

This Purchasing Cooperative Interlocal Agreement (“Agreement”) is by and between the Smith County, Texas, a political subdivision of the State of Texas (“Smith County”); and Williamson County, Texas, a political subdivision of the State of Texas (“Williamson County”) acting by and through their authorized officers.

**RECITALS:**

**WHEREAS**, this Agreement is authorized by Chapter 791 of the Texas Government Code and Subchapter F, Chapter 271, Texas Local Government Code; and

**WHEREAS**, Section 271.102 of the TEX. LOC. GOV’T CODE authorizes a local government to participate in a Cooperative Purchasing Program with another local government or a local cooperative organization; and

**WHEREAS**, a local government that purchases goods and services pursuant to a Cooperative Purchasing Program with another local government satisfies the requirement of the local government to seek competitive bids for the purchase of the goods, services and materials; and

**WHEREAS**, the parties desire to enter into a Cooperative Purchasing Program which will allow each party to purchase goods and services under each other’s competitively bid contracts and/or competitively bid contracts that have been procured by either party through a Cooperative Purchasing Program established with another local government pursuant to Subchapter F, Chapter 271 of the Tex. Loc. Gov’t Code;

**WHEREAS**, the parties, in performing governmental functions or in paying for the performance of governmental functions hereunder shall make that performance or those payments from current revenues legally available to that party;

**WHEREAS**, the governing bodies of each party find that the subject of this Agreement is necessary for the benefit of the public and that each party has the legal authority to perform and to provide the governmental function or service which is the subject matter of this Agreement; furthermore, the governing bodies find that the performance of this Agreement is in the common and best interest of both parties; and that the division of cost fairly compensates the performing party for the services under this Agreement.

**NOW THEREFORE**, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

**ARTICLE I  
PURPOSE**

The purpose of this Agreement is to establish a Cooperative Purchasing Program between the parties, which will allow each party to purchase goods and services under each other's competitively bid contracts and/or competitively bid contracts that have been procured by either party through a Cooperative Purchasing Program established with another local government pursuant to Subchapter F, Chapter 271 of the TEX. LOC. GOV'T CODE.

**ARTICLE II  
TERM**

The term of this Agreement shall be for a period of one (1) year commencing on the last date of execution hereof ("Effective Date"). Thereafter, this Agreement shall automatically renew for successive periods of one (1) year each under the terms and conditions stated herein, unless sooner terminated as provided herein.

**ARTICLE III  
TERMINATION**

Either party may terminate this Agreement by providing thirty (30) days prior written notice to the other party.

**ARTICLE IV  
PURCHASING**

Each party shall designate a person to act under the direction of, and on behalf of, such Party in all matters relating to the cooperative purchasing program. Each party shall make payments directly to its vendors under the contract made under Chapter 271, Subchapter F, Tex. Loc. Gov't Code. Each party shall be responsible for the respective vendor's compliance with provisions relating to the quality of items and terms of delivery.

**ARTICLE V  
MISCELLANEOUS**

5.1 **Relationship of Parties:** Each party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

5.2 **Notice:** Any notice required or permitted to be delivered hereunder shall be deemed received when sent in the United States Mail, Postage Prepaid, Certified Mail,

Return Receipt Requested, or by hand-delivery or facsimile transmission addressed to the respective party at the address set forth below the signature of the party.

5.3 **Amendment:** This Agreement may be amended by the mutual written agreement of both parties hereto.

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

5.5 **Assignment:** No party to this Agreement may assign or transfer its interest in or obligations under this Agreement without the prior written consent of all parties to this Agreement.

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

5.7 **Compliance with Laws:** Each party to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement.

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

5.9 **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 either party or their past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. Neither party hereby waives, modifies, or alters 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.

5.10 **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, 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.

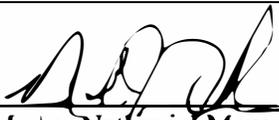
5.11 **Entire Agreement:** This Agreement represents the entire agreement among the parties with respect to the subject matter covered by this Agreement. There is no other

collateral, oral or written agreement between the parties that in any manner relates to the subject matter of this Agreement.

5.12 **Recitals:** The recitals to this Agreement are incorporated herein.

5.13 **Counterparts:** This Agreement may be executed in any number of counterparts, each of whom shall be deemed an original and constitute one and the same instrument.

EXECUTED this 19 day of July, 2022.

By:   
\_\_\_\_\_  
~~Judge Nathaniel Moran,~~ Neal Franklin  
Smith County Judge Presiding  
200 E. Ferguson, Tyler, TX 75702

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**WILLIAMSON COUNTY, TEXAS**

By: \_\_\_\_\_  
Bill Gravell, WILLIAMSON  
COUNTY JUDGE 710 Main  
Street, Suite 105  
Georgetown, Texas 78626

**Commissioners Court - Regular Session**

15.

**Meeting Date:** 07/26/2022

MOU for Statewide Deployment During an Emergency

**Submitted By:** Shantelle Brannon, Emergency Management

**Department:** Emergency Management

**Agenda Category:** Consent

**Information**

**Agenda Item**

Consider and approve authorizing the Williamson County Office of Emergency Management Director to sign and execute Memorandum of Understanding (“MOU”) with the Texas A&M Forest Service (TAFS) relating to participation in the State-wide Regional Incident Management Team (RIMT) and Disaster Recovery Task Force (DRTF).

**Background**

Since 2013, the Williamson County's Office of Emergency Management has participated in local workgroups focusing on the goal of ensuring the sharing of resources on a regional and state-wide basis during a major incident or event. Responders from the region have served in positions at various incidents and have been called upon to assist in several natural disasters that have affected our region and state over the years. All of these activations have been reimbursable events with the home agency receiving payment for personnel and equipment utilized during these activations. The attached MOU formalizes the working agreements between the State, home agency, and the employee who could be called into service. OEM is seeking court consideration and approval for OEM Director Michael Shoe to sign and execute the MOA for his staff participating in the Regional Incident Management Team (RIMT). It was noted previously that some reimbursement rates are at state rate rather than county rates. We have found this to be common in most of our interactions with state or federal programs. Sometimes the rates are above county rate, and sometimes they are below. Generally, though they are at acceptable rates to sufficiently reimburse the county for any expenditures related to these mutual aid responses. Uniformity in the agreements also helps us to avoid attempting to negotiate understandings with local counties or cities that we might be going to assist and trying to determine their rates. We continue to try and streamline the process to avoid any additional workload on ourselves or other entities in the process.

There appear to be no issues or concerns with approving the recommended action, and it has been reviewed by appropriate legal and auditor staff.

In the 2020, the Commissioners Court authorized OEM Director Michael Shoe to sign the initial agreements for 3 OEM employees. Once approved, this request will extend the MOU through 2026 for one individual from the Williamson County Office of Emergency Management.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

- Holmes TEMAT MOU
- Cassandra Edwards TEMAT MOU
- Brannon TEMAT MOU
- TEMAT Business and Operations Manual

**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
County Judge Exec Asst.	Becky Pruitt	07/21/2022 11:27 AM
Form Started By: Shantelle Brannon		Started On: 07/21/2022 10:55 AM

Final Approval Date: 07/21/2022

**Memorandum of Understanding**  
**Between**  
**[Texas Emergency Management Assistance Teams Program**  
**Administrator]**  
**And**  
**Texas Emergency Management Assistance Teams Employee**  
**Member**  
**And**  
**Participating Jurisdiction/Employer**

This memorandum of understanding (MOU) is entered into this \_\_\_ day of \_\_\_\_, 2022, and becomes effective the date of final signature, by and between the Texas Emergency Management Assistance Teams (TEMAT) state agency and/or nonprofit program administrator(s) the Texas Division of Emergency Management (TDEM), a member of The Texas A&M University System and agency of the State of Texas; the Texas A&M Engineering Extension Service (TEEX), a member of the Texas A&M University System and agency of the State of Texas; the Texas A&M Forest Service (TAMFS), a member of the Texas A&M University System and agency of the State of Texas; and **Aubury Holmes** (member) and his/her employer, a TEMAT participating jurisdiction/employer, **Williamson County** (jurisdiction).

**I. PURPOSE**

To delineate responsibilities and procedures for TEMAT activities under the authority of Texas Government Code Chapter 418, Subchapter E-1 Texas Statewide Mutual Aid System, and the State of Texas Emergency Management Plan.

TEMAT programs in the table below are administered by the state agency administrators (administrators) also listed below:

<b>TEMAT Program</b>	<b>State Agency Program Administrator</b>	<b>Program Summary</b>
Disaster Recovery Task Force	Texas Division of Emergency of Management (TDEM)	Provides support through multiple areas of expertise not listed below.
Texas A&M Public Works Response Team (TX-PWRT)	Texas A&M Engineering Extension Service (TEEX)	Provides support for critical infrastructure systems
Texas A&M Task Force Search and Rescue Teams (TX-TF)	Texas A&M Engineering Extension Service (TEEX)	Provides search and rescue support through Texas A&M Task Force 1, Texas Task Force 2, and Texas A&M Task Force 1 Region 3

All-Hazards Incident Management Teams (AHIMT)	Texas A&M Forest Service (TAMFS)	Provides incident command post and emergency operations support
Texas Intrastate Fire Mutual Aid System (TIFMAS)	Texas A&M Forest Service (TAMFS)	Provides wildland and fire department support

## II. SCOPE

The provisions of this memorandum of understanding apply to TEMAT activities performed at the request of the State of Texas at the option of the participating jurisdiction/employer. These activities may be in conjunction with, or in preparing of, a local, state or federal declaration of disaster. The scope of this MOU also includes training activities sponsored by local jurisdictions and administrators to maintain TEMAT operational readiness.

## III. PERIOD OF PERFORMANCE

This MOU commences on the date of the last signature and continues for a period of five (5) years unless terminated earlier in accordance with section VIII.B. of this MOU.

## IV. DEFINITIONS

- A. Administrator: State agency and/or nonprofit administrative body participating in the program or administering the program on behalf of the State of Texas.
- B. Backfill: The assignment of personnel by a participating jurisdiction to meet their minimum level of staffing to replace a deployed TEMAT member.
- C. Member: An employee of a jurisdiction/employer who has been formally accepted into a TEMAT program and is in compliance with all program requirements (for both TEMAT overall and specific requirements for the program(s) for which they are a member and who has executed a separate individual agreement for their participation in a TEMAT program with the concurrence of their jurisdiction/employer.
- D. Participating Jurisdiction/Employer (Jurisdiction): A TEMAT member's employer, which, by the execution of this MOU, has provided official approval of their employee's membership involvement with TEMAT.
- E. Program: One of the TEMAT programs listed in the above table and administered by a Texas state agency and/or nonprofit administrative body to provide assistance during an emergency event or disaster.
- F. TEMAT: Any response team administered by a state Jurisdiction of Texas to provide response assistance to local jurisdictions.

- G. TEMAT Training and Exercises – Jurisdiction Sponsored: Training and/or exercises performed at the direction, control, and funding of a participating jurisdiction in order to develop and maintain capabilities of the member and TEMAT.
- H. TEMAT Training and Exercises – Administrator Sponsored: Training and/or exercises performed at the direction, control, and funding of the administrator. TEMAT sponsored training shall be coordinated prior to the event with TDEM and/or administrators to receive written authorization to conduct such training.
- I. Disaster Recovery Task Force (DRTF): The section of TDEM responsible for maintaining all TEMAT program information to include but not limited to this MOU and the TEMAT Business and Operation Manual.
- J. PIV-I: Personal Identification Verification Interoperability card should be issued to all first responders.

## **V. RESPONSIBILITIES**

- A. The DRTF shall be responsible for the following:
  - 1. Provide and maintain administrative and personnel management guidelines and procedures related to TEMAT and this MOU.
  - 2. Maintain, in coordination with administrators, a TEMAT Business and Operation Manual to provide standard operating procedures that are current and readily available to administrators, jurisdictions, and members.
  - 3. Provide training to members. Training shall be consistent with the objectives of the TEMAT program overall to include but not limited to State Operations Center functions, financial reimbursement, and other training.
  - 4. Work with administrators to ensure all administrative, fiscal, and personnel management guidelines are consistent across all TEMAT programs.
  - 5. Provide coordination between the administrators, other relevant governmental and private entities, participating jurisdiction/employer, and member.
  - 6. Maintain overall TEMAT contact list for all participating jurisdictions and members.
  - 7. Maintain personnel files for all Disaster Recovery Task Force members to maintain training records, emergency notification information, and other documentation required by the administrators.
- B. The administrator shall be responsible for the following:
  - 1. Recruit and manage TEMAT members according to guidelines outlined in the TEMAT Business and Operations Manual.

2. Produce related portion of TEMAT Business and Operation Manual to provide standard operating procedures that are current and readily available to members.
3. Provide and maintain qualifications, training, and operational guidelines and procedures related to the TEMAT program they administer.
4. Provide upon approval of membership and then collect upon separation from the program equipment, uniforms, and identification issued on behalf of TEMAT.
5. Provide training to members. Training must be consistent with the objectives of developing, increasing, and maintaining individual skills necessary to maintain operational readiness related to emergency management response.
6. Develop, implement, and exercise an internal notification and call-out system for members.
7. Provide coordination between administrator(s), other governmental and private entities, participating agency/employer, and member. Administrators will notify jurisdictions of the need for activation of members.
8. Maintain and submit to, on an as-needed basis, a primary contact list for their respective program, for all participating jurisdictions and members, to the state.
9. Maintain personnel files on all members of administered programs for the purpose of documenting training records, qualifications, emergency notification, and other documentation as required by administrators.
10. Ensure the issuance of PIV-I to each member through coordination with TDEM. If removed from team then the PIV-I must be retrieved and revoked immediately. Administrator must retrieve the PIV-I and notify TDEM for immediate revocation.

C. The jurisdiction shall:

1. Determine which TEMAT programs the jurisdiction will support by providing members and being able to respond as requested by the administrator(s).
2. Upon signature, the jurisdiction will submit a roster within 14 calendar days of final signature to the administrator(s). Maintain a roster of all its personnel participating in TEMAT activities and will submit that roster no less than twice a year on May 31 and December 31.
3. Ensure that each TEMAT member meets the necessary professional qualification requirements and experience level with his/her position on each TEMAT program in accordance with the TEMAT Business and Operation Manual.
4. Provide a primary point of contact to the administrator(s) for the purpose of notification of TEMAT activities and for administrative activities.

5. Provide administrative support to member(s) of TEMAT, i.e., time off when fiscally reasonable to do so for TEMAT activities such as training, meetings, and actual deployments.
6. Ensure all reimbursement claims meet the requirements of the TEMAT Business and Operation Manual.
7. Upon notification by the administrator(s), the jurisdiction will determine which members within jurisdiction are qualified and available for deployment. Jurisdiction determines which qualified members deploy.

D. Member shall:

1. Perform duties, as required by their membership in a TEMAT program, when requested and deployed by TEMAT.
2. Maintain knowledge, skills, and abilities necessary to operate safely and effectively in the assigned position and conduct themselves in accordance with the TEMAT Code of Conduct in the TEMAT Business and Operation Manual.
3. Advise the administrator of any change in the notification process, i.e., address, change of employment, or phone number changes.
4. Ensure availability for immediate call-out during the period in which a member's assigned TEMAT is first on the rotation for activation.
5. Maintain, for deployment, all equipment issued by TEMAT and advise administrator of any lost, stolen, or damaged items assigned to member.
6. Maintain support of jurisdiction for participation in TEMAT activities.
7. Keep jurisdiction advised of TEMAT activities that may require time off from work.
8. Be prepared to operate in a disaster environment, which may include living and working in austere conditions.
9. During any period in which TEMAT is activated by the State of Texas or during any TEMAT sponsored or sanctioned training, member shall be acting as a representative of the State of Texas.

## VI. QUALIFICATIONS, TRAINING, AND EXERCISES

### A. Training and Exercises

#### TEMAT Training and Exercises – Jurisdiction Sponsored:

Periodically, members will be requested and/or invited to attend local jurisdiction-sponsored training and/or exercises. These trainings and/or exercises shall be

performed at the direction, control, and funding of the local jurisdiction in order to develop the technical skills of members

TEMAT Training and Exercises – Administrator Sponsored:

Periodically, members will be required and/or invited to attend administrator training and/or exercises. These trainings and exercises shall be performed under the direction, control, and funding of the administrator in order to develop and maintain the incident support capabilities of the TEMAT. Allowable costs will be listed in the TEMAT Business and Operation manual.

B. Minimum Qualification and Training Requirements

Participating jurisdictions shall allow members appropriate time to maintain the qualifications required for each position a member fills in the TEMAT programs.

Members are required to attend available TEMAT training and exercise opportunities provided for the assigned TEMAT position to ensure the maintenance of position qualifications. Failure to attend or maintain qualifications may result in dismissal from the TEMAT program when qualifications are no longer valid.

**VII. ADMINISTRATIVE, FINANCIAL, AND PERSONNEL MANAGEMENT**

A. Reimbursement of Administrators/Jurisdiction

1. Costs will be reimbursed in accordance with the Texas Emergency Management Division’s mutual aid reimbursement policy upon receipt of an accurately completed (all documentation included) reimbursement request.
2. All guidelines and procedures for requesting reimbursement will be maintained in the TEMAT Business and Operation Manual.
3. All financial commitments herein are made subject to the availability of funds from the state.

B. Categories of Cost Reimbursement

1. Force Account Labor, which is the labor and benefit costs of a jurisdiction’s employee deployed on a TEMAT mission/assignment. Labor reimbursement will be based on jurisdiction policies and rates, including labor reimbursement for portal-to-portal pay. Eligible backfill labor costs will also be reimbursed.

The state, through the administrators, has no obligation to make any payments to or on behalf of a member except as expressly stated in this MOU. The state will not withhold any amount that would normally be withheld from an employee’s pay, and the member will not participate in any benefits the State offers to its employees.

2. Travel reimbursement will be based on the jurisdiction’s travel policy to include per diem rates and receipt submission.

3. Force Account Equipment will be paid and is the usage of jurisdiction owned equipment by a member while on a TEMAT mission/assignment. All equipment used will be based on hours used and reimbursed based on the current FEMA Schedule of Equipment Rates. If no rate is available, see the appropriate section of TEMAT Business and Operation Manual for the rate.

4. Damaged equipment costs will be reimbursed after submission of documentation showing damage occurred during TEMAT mission/assignment less any insurance proceeds. The TEMAT Business and Operation Manual will provide a process for reporting damages as it relates to repairs or equipment unable to be repaired.

5. Materials costs will be reimbursed based on jurisdiction policies and cost documentation that materials were purchased for use on the incident or taken from inventory for use on the incident.

6. Rentals will be reimbursed based on jurisdiction policies and itemized invoice documentation from the rental vendor and proof of use on the incident.

7. Contracts will be reimbursed based on jurisdiction policies and itemized invoice documentation from rental vendor and proof of use on the incident.

**Note: Refer to the individual program's Business and Operation Manual for specific details on the allowability of costs.**

C. Medical Care for Injury or Illness

During any period in which TEMAT is activated by the state of Texas or during any TEMAT sponsored or sanctioned training, TEMAT members shall be included in the coverage provided under Chapter 501 of the Texas Labor Code in the same manner as an employee, as defined by Section 501.001.

## VIII. CONDITIONS, AMENDMENTS, AND TERMINATION

A. This MOU may be modified or amended only by the written agreement of all parties.

B. This MOU may be terminated by any signing party, upon thirty (30) days written notice.

C. The state complies with the provisions of the Department of Labor Executive Order 11246 of September 24, 1965, as amended and with the rules, regulations, and relevant orders of the Secretary of Labor. To that end, the State shall not discriminate against any employee or Member on the grounds of race, color, religion, sex, or national origin. In addition, the use of state or federal facilities, services, and supplies will be in compliance with regulations prohibiting duplication of benefits and guaranteeing nondiscrimination. Distribution of supplies, processing of applications, provisions of technical assistance, and other relief assistance activities shall be accomplished in an equitable and impartial manner, without discrimination on the grounds of race, color, religion, nationality, sex, age, or economic status.

- D. This MOU is governed by the laws of the state of Texas. (but not its conflict of laws statutes and principles). Pursuant to Section 85.18 (b), Texas Education Code, venue for a state court suit filed against any member of The Texas A&M University System, or any officer or employee of The Texas A&M University System is in the county in which the primary office of the chief executive officer of the system or member, as applicable, is located.
- E. The parties expressly acknowledge that the state agency administrators are agencies of the State of Texas and nothing in this MOU will be construed as a waiver or relinquishment by any state agency administrator of its right to claim such exemptions, privileges, and immunities as may be provided by law.
- F. By executing this MOU, all parties and each person signing on behalf of each party certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, that to the best of their knowledge and belief, no member of The Texas A&M University System or The A&M System Board of Regents, nor any employee, or person, whose salary is payable in whole or in part by The Texas A&M University System, has direct or indirect financial interest in the award of this MOU, or in the services to which this MOU relates, or in any of the profits, real or potential, thereof.
- G. Each party is responsible to ensure that employees participating in work for any of The Texas A&M University System members have not been designated by a member of The Texas A&M University System as Not Eligible for Rehire (NEFR) as defined in System policy 32.02, Section 4. Non-conformance to this requirement may be grounds for termination of this agreement. In event a system member becomes aware that a contracting party has any employees that are designated as NEFR under this MOU, the nonconforming employee is immediately required to be removed from all performance duties upon demand by a system member.

**IX. JURISDICTION DECLARATION OF PARTICIPATION IN TEMAT**

Jurisdiction agrees to abide by the terms and conditions of this MOU and the TEMAT Business and Operation Manual. Jurisdiction agrees to allow employees/members to serve as TEMAT members for the approved TEMAT Programs checked below:

<b>TEMAT Program</b>	<b>Check for Participation</b>	<b>Jurisdiction Point of Contact Initials</b>
Disaster Recovery Task Force (DRTF)	<input checked="" type="checkbox"/>	
Texas A&M Public Works Response Team (PWRT)	<input type="checkbox"/>	
Texas A&M Task Force	<input type="checkbox"/>	
All-Hazards Incident Management Teams (AHIMT)	<input checked="" type="checkbox"/>	
Texas Intrastate Fire Mutual Aid System (TIFMAS)	<input type="checkbox"/>	

## **X. POINTS OF CONTACT**

### **TDEM**

**Name:** Chief Nim Kidd  
**Title:** Chair – Texas Emergency  
Management Council  
**DRTF Div. Chief:** Kharley Smith  
**Address Line 1:** 1033 La Posada Dr  
**Address Line 2:**  
**City, State, Zip:** Austin, TX 78752  
**Phone Number:** 512-424-2436  
**Email:** Nim.kidd@tdem.texas.gov

### **[Program Administrator]**

**Name:** Jimmy Mullis  
**Title:** AHIMT Administrator  
**Address Line 1:** 200 Technology Way #1281  
**Address Line 2:**  
**City, State, Zip:** College Station, TX 77845  
**Phone Number:** 979-219-2407  
**Email:** jmullis@tfs.tamu.edu

### **[Local Jurisdiction]**

**Name:** Bill Gravell  
**Title:** County Judge  
**Address Line 1:** 710 S. Main St  
**Address Line 2:**  
**City, State, Zip:** Georgetown, TX 78626  
**Phone Number:** 512-943-1550  
**Email:** bgravell@wilco.org

### **[Member]**

**Name:** Aubury Holmes  
**Title:** EM Specialist  
**Address Line 1:** 911 Tracy Chambers Ln  
**Address Line 2:**  
**City, State, Zip:** Georgetown, TX 78626  
**Phone Number:** 512-864-8268  
**Email:** aholmes@wilco.org

## **XI. GENERAL PROVISIONS**

- A. This MOU, with the rights and privileges it creates, is assignable only with the written consent of the parties.
- B. Pursuant to Texas Government Code Section 321.013, acceptance of funds under this MOU constitutes acceptance of the authority of the State, the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds under Texas Education Code Section 51.9335(c). Member shall cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested.
- C. Pursuant to Texas Government Code Sections 2107.008 and 2252.903, any payments owing to the member under this MOU may be applied directly toward certain debts or delinquencies that member owes the state of Texas or any agency of the state of Texas regardless of when they arise until such debts or delinquencies are paid in full.
- D. To the extent applicable, the member shall use the dispute resolution process provided in Chapter 2260, Texas Government Code, and the related rules adopted by the Texas Attorney General to attempt to resolve any claim for breach of contract made by Member that cannot be resolved in the ordinary course of business. Member shall submit written notice of a claim of breach of contract under this Chapter to the state's designated official, who will examine the claim and any counterclaim and negotiate in an effort to resolve the claim.

## **XI. ENTIRE AGREEMENT**

This MOU, along with the following Attachments, reflects the entire agreement between the parties:

Attachment A, TEMAT Business and Operation Manual

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Administrator, member, and jurisdiction hereby acknowledge that they have read and understand this entire MOU. All oral or written agreements between the parties hereto relating to the subject matter of this MOU that was made prior to the execution of this MOU have been reduced to writing and are contained herein. Administrator, member, and jurisdiction agree to abide by all terms and conditions specified herein and certify that the information provided to the state is true and correct in all respects to the best of their knowledge and belief.

This MOU is entered into by and between the following parties:

TEXAS DIVISION OF EMERGENCY MANAGEMENT

Signature: \_\_\_\_\_  
Name: W. Nim Kidd  
Title: Chief, Division of Emergency Management  
Date: \_\_\_\_\_

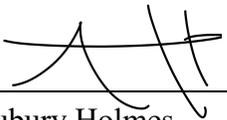
[STATE AGENCY PROGRAM ADMINISTRATOR – IF APPLICABLE]

Signature: \_\_\_\_\_  
Name: Jimmy Mullis  
Title: AHIMT Program Administrator  
Date: \_\_\_\_\_

LOCAL JURISDICTION EMPLOYER

Signature: \_\_\_\_\_  
Name: Bill Gravel  
Title: Williamson County Judge  
Date: \_\_\_\_\_

TEMAT PROGRAM MEMBER

Signature:  \_\_\_\_\_  
Name: Aubury Holmes  
Title: EM Specialist  
Date: 07/05/2022

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**I. PURPOSE**

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1. Force Account Labor, which is the labor and benefit costs of a jurisdiction's employee deployed on a TEMAT mission/assignment. Labor reimbursement will be based on jurisdiction policies and rates, including labor reimbursement for portal-to-portal pay. Eligible backfill labor costs will also be reimbursed.

The state, through the administrators, has no obligation to make any payments to or on behalf of a member except as expressly stated in this MOU. The state will not withhold any amount that would normally be withheld from an employee's pay, and the member will not participate in any benefits the State offers to its employees.

2. Travel reimbursement will be based on the jurisdiction's travel policy to include per diem rates and receipt submission.

3. Force Account Equipment will be paid and is the usage of jurisdiction owned equipment by a member while on a TEMAT mission/assignment. All equipment used will be based on hours used and reimbursed based on the current FEMA Schedule of Equipment Rates. If no rate is available, see the appropriate section of TEMAT Business and Operation Manual for the rate.

4. Damaged equipment costs will be reimbursed after submission of documentation showing damage occurred during TEMAT mission/assignment less any insurance proceeds. The TEMAT Business and Operation Manual will provide a process for reporting damages as it relates to repairs or equipment unable to be repaired.

5. Materials costs will be reimbursed based on jurisdiction policies and cost documentation that materials were purchased for use on the incident or taken from inventory for use on the incident.

6. Rentals will be reimbursed based on jurisdiction policies and itemized invoice documentation from the rental vendor and proof of use on the incident.

7. Contracts will be reimbursed based on jurisdiction policies and itemized invoice documentation from rental vendor and proof of use on the incident.

**Note: Refer to the individual program's Business and Operation Manual for specific details on the allowability of costs.**

C. Medical Care for Injury or Illness

During any period in which TEMAT is activated by the state of Texas or during any TEMAT sponsored or sanctioned training, TEMAT members shall be included in the coverage provided under Chapter 501 of the Texas Labor Code in the same manner as an employee, as defined by Section 501.001.

## VIII. CONDITIONS, AMENDMENTS, AND TERMINATION

A. This MOU may be modified or amended only by the written agreement of all parties.

B. This MOU may be terminated by any signing party, upon thirty (30) days written notice.

C. The state complies with the provisions of the Department of Labor Executive Order 11246 of September 24, 1965, as amended and with the rules, regulations, and relevant orders of the Secretary of Labor. To that end, the State shall not discriminate against any employee or Member on the grounds of race, color, religion, sex, or national origin. In addition, the use of state or federal facilities, services, and supplies will be in compliance with regulations prohibiting duplication of benefits and guaranteeing nondiscrimination. Distribution of supplies, processing of applications, provisions of technical assistance, and other relief assistance activities shall be accomplished in an equitable and impartial manner, without discrimination on the grounds of race, color, religion, nationality, sex, age, or economic status.

- D. This MOU is governed by the laws of the state of Texas. (but not its conflict of laws statutes and principles). Pursuant to Section 85.18 (b), Texas Education Code, venue for a state court suit filed against any member of The Texas A&M University System, or any officer or employee of The Texas A&M University System is in the county in which the primary office of the chief executive officer of the system or member, as applicable, is located.
- E. The parties expressly acknowledge that the state agency administrators are agencies of the State of Texas and nothing in this MOU will be construed as a waiver or relinquishment by any state agency administrator of its right to claim such exemptions, privileges, and immunities as may be provided by law.
- F. By executing this MOU, all parties and each person signing on behalf of each party certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, that to the best of their knowledge and belief, no member of The Texas A&M University System or The A&M System Board of Regents, nor any employee, or person, whose salary is payable in whole or in part by The Texas A&M University System, has direct or indirect financial interest in the award of this MOU, or in the services to which this MOU relates, or in any of the profits, real or potential, thereof.
- G. Each party is responsible to ensure that employees participating in work for any of The Texas A&M University System members have not been designated by a member of The Texas A&M University System as Not Eligible for Rehire (NEFR) as defined in System policy 32.02, Section 4. Non-conformance to this requirement may be grounds for termination of this agreement. In event a system member becomes aware that a contracting party has any employees that are designated as NEFR under this MOU, the nonconforming employee is immediately required to be removed from all performance duties upon demand by a system member.

**IX. JURISDICTION DECLARATION OF PARTICIPATION IN TEMAT**

Jurisdiction agrees to abide by the terms and conditions of this MOU and the TEMAT Business and Operation Manual. Jurisdiction agrees to allow employees/members to serve as TEMAT members for the approved TEMAT Programs checked below:

<b>TEMAT Program</b>	<b>Check for Participation</b>	<b>Jurisdiction Point of Contact Initials</b>
Disaster Recovery Task Force (DRTF)	<input checked="" type="checkbox"/>	
Texas A&M Public Works Response Team (PWRT)	<input type="checkbox"/>	
Texas A&M Task Force	<input type="checkbox"/>	
All-Hazards Incident Management Teams (AHIMT)	<input checked="" type="checkbox"/>	
Texas Intrastate Fire Mutual Aid System (TIFMAS)	<input type="checkbox"/>	

## **X. POINTS OF CONTACT**

### **TDEM**

**Name:** Chief Nim Kidd  
**Title:** Chair – Texas Emergency  
Management Council  
**DRTF Div. Chief:** Kharley Smith  
**Address Line 1:** 1033 La Posada Dr  
**Address Line 2:**  
**City, State, Zip:** Austin, TX 78752  
**Phone Number:** 512-424-2436  
**Email:** Nim.kidd@tdem.texas.gov

### **[Program Administrator]**

**Name:** Jimmy Mullis  
**Title:** AHIMT Administrator  
**Address Line 1:** 200 Technology Way #1281  
**Address Line 2:**  
**City, State, Zip:** College Station, TX 77845  
**Phone Number:** 979-219-2407  
**Email:** jmullis@tfs.tamu.edu

### **[Local Jurisdiction]**

**Name:** Bill Gravell  
**Title:** County Judge  
**Address Line 1:** 710 S. Main St  
**Address Line 2:**  
**City, State, Zip:** Georgetown, TX 78626  
**Phone Number:** 512-943-1550  
**Email:** bgravell@wilco.org

### **[Member]**

**Name:** Cassandra Edwards  
**Title:** EM Specialist  
**Address Line 1:** 911 Tracy Chambers Ln  
**Address Line 2:**  
**City, State, Zip:** Georgetown, TX 78626  
**Phone Number:** 512-864-8266  
**Email:** cassandra.edwards@wilco.org

## **XI. GENERAL PROVISIONS**

- A. This MOU, with the rights and privileges it creates, is assignable only with the written consent of the parties.
- B. Pursuant to Texas Government Code Section 321.013, acceptance of funds under this MOU constitutes acceptance of the authority of the State, the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds under Texas Education Code Section 51.9335(c). Member shall cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested.
- C. Pursuant to Texas Government Code Sections 2107.008 and 2252.903, any payments owing to the member under this MOU may be applied directly toward certain debts or delinquencies that member owes the state of Texas or any agency of the state of Texas regardless of when they arise until such debts or delinquencies are paid in full.
- D. To the extent applicable, the member shall use the dispute resolution process provided in Chapter 2260, Texas Government Code, and the related rules adopted by the Texas Attorney General to attempt to resolve any claim for breach of contract made by Member that cannot be resolved in the ordinary course of business. Member shall submit written notice of a claim of breach of contract under this Chapter to the state's designated official, who will examine the claim and any counterclaim and negotiate in an effort to resolve the claim.

## **XI. ENTIRE AGREEMENT**

This MOU, along with the following Attachments, reflects the entire agreement between the parties:

Attachment A, TEMAT Business and Operation Manual

---

Administrator, member, and jurisdiction hereby acknowledge that they have read and understand this entire MOU. All oral or written agreements between the parties hereto relating to the subject matter of this MOU that was made prior to the execution of this MOU have been reduced to writing and are contained herein. Administrator, member, and jurisdiction agree to abide by all terms and conditions specified herein and certify that the information provided to the state is true and correct in all respects to the best of their knowledge and belief.

This MOU is entered into by and between the following parties:

TEXAS DIVISION OF EMERGENCY MANAGEMENT

Signature: \_\_\_\_\_  
Name: W. Nim Kidd  
Title: Chief, Division of Emergency Management  
Date: \_\_\_\_\_

[STATE AGENCY PROGRAM ADMINISTRATOR – IF APPLICABLE]

Signature: \_\_\_\_\_  
Name: Jimmy Mullis  
Title: AHIMT Program Administrator  
Date: \_\_\_\_\_

LOCAL JURISDICTION EMPLOYER

Signature: \_\_\_\_\_  
Name: Bill Gravel  
Title: Williamson County Judge  
Date: \_\_\_\_\_

TEMAT PROGRAM MEMBER

Signature: Cassandra Edwards  
Name: Cassandra Edwards  
Title: EM Specialist  
Date: 07/07/2022

**Memorandum of Understanding**  
**Between**  
**Texas Emergency Management Assistance Teams Program**  
**Administrator**  
**And**  
**Texas Emergency Management Assistance Teams Employee**  
**Member**  
**And**  
**Participating Jurisdiction/Employer**

This memorandum of understanding (MOU) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2022, and becomes effective the date of final signature, by and between the Texas Emergency Management Assistance Teams (TEMAT) state agency and/or nonprofit program administrator(s) the Texas Division of Emergency Management (TDEM), a member of The Texas A&M University System and agency of the State of Texas; the Texas A&M Engineering Extension Service (TEEX), a member of the Texas A&M University System and agency of the State of Texas; the Texas A&M Forest Service (TAMFS), a member of the Texas A&M University System and agency of the State of Texas; and Shantelle Dunn Brannon (member) and his/her employer, a TEMAT participating jurisdiction/employer, **Williamson County** (jurisdiction).

**I. PURPOSE**

To delineate responsibilities and procedures for TEMAT activities under the authority of Texas Government Code Chapter 418, Subchapter E-1 Texas Statewide Mutual Aid System, and the State of Texas Emergency Management Plan.

TEMAT programs in the table below are administered by the state agency administrators (administrators) also listed below:

<b>TEMAT Program</b>	<b>State Agency Program Administrator</b>	<b>Program Summary</b>
Disaster Recovery Task Force	Texas Division of Emergency of Management (TDEM)	Provides support through multiple areas of expertise not listed below.
Texas A&M Public Works Response Team (TX-PWRT)	Texas A&M Engineering Extension Service (TEEX)	Provides support for critical infrastructure systems
Texas A&M Task Force Search and Rescue Teams (TX-TF)	Texas A&M Engineering Extension Service (TEEX)	Provides search and rescue support through Texas A&M Task Force 1, Texas Task Force 2, and Texas A&M Task Force 1 Region 3

All-Hazards Incident Management Teams (AHIMT)	Texas A&M Forest Service (TAMFS)	Provides incident command post and emergency operations support
Texas Intrastate Fire Mutual Aid System (TIFMAS)	Texas A&M Forest Service (TAMFS)	Provides wildland and fire department support

## II. SCOPE

The provisions of this memorandum of understanding apply to TEMAT activities performed at the request of the State of Texas at the option of the participating jurisdiction/employer. These activities may be in conjunction with, or in preparing of, a local, state or federal declaration of disaster. The scope of this MOU also includes training activities sponsored by local jurisdictions and administrators to maintain TEMAT operational readiness.

## III. PERIOD OF PERFORMANCE

This MOU commences on the date of the last signature and continues for a period of five (5) years unless terminated earlier in accordance with section VIII.B. of this MOU.

## IV. DEFINITIONS

- A. Administrator: State agency and/or nonprofit administrative body participating in the program or administering the program on behalf of the State of Texas.
- B. Backfill: The assignment of personnel by a participating jurisdiction to meet their minimum level of staffing to replace a deployed TEMAT member.
- C. Member: An employee of a jurisdiction/employer who has been formally accepted into a TEMAT program and is in compliance with all program requirements (for both TEMAT overall and specific requirements for the program(s) for which they are a member and who has executed a separate individual agreement for their participation in a TEMAT program with the concurrence of their jurisdiction/employer.
- D. Participating Jurisdiction/Employer (Jurisdiction): A TEMAT member's employer, which, by the execution of this MOU, has provided official approval of their employee's membership involvement with TEMAT.
- E. Program: One of the TEMAT programs listed in the above table and administered by a Texas state agency and/or nonprofit administrative body to provide assistance during an emergency event or disaster.
- F. TEMAT: Any response team administered by a state Jurisdiction of Texas to provide response assistance to local jurisdictions.

- G. TEMAT Training and Exercises – Jurisdiction Sponsored: Training and/or exercises performed at the direction, control, and funding of a participating jurisdiction in order to develop and maintain capabilities of the member and TEMAT.
- H. TEMAT Training and Exercises – Administrator Sponsored: Training and/or exercises performed at the direction, control, and funding of the administrator. TEMAT sponsored training shall be coordinated prior to the event with TDEM and/or administrators to receive written authorization to conduct such training.
- I. Disaster Recovery Task Force (DRTF): The section of TDEM responsible for maintaining all TEMAT program information to include but not limited to this MOU and the TEMAT Business and Operation Manual.
- J. PIV-I: Personal Identification Verification Interoperability card should be issued to all first responders.

## V. RESPONSIBILITIES

- A. The DRTF shall be responsible for the following:
  - 1. Provide and maintain administrative and personnel management guidelines and procedures related to TEMAT and this MOU.
  - 2. Maintain, in coordination with administrators, a TEMAT Business and Operation Manual to provide standard operating procedures that are current and readily available to administrators, jurisdictions, and members.
  - 3. Provide training to members. Training shall be consistent with the objectives of the TEMAT program overall to include but not limited to State Operations Center functions, financial reimbursement, and other training.
  - 4. Work with administrators to ensure all administrative, fiscal, and personnel management guidelines are consistent across all TEMAT programs.
  - 5. Provide coordination between the administrators, other relevant governmental and private entities, participating jurisdiction/employer, and member.
  - 6. Maintain overall TEMAT contact list for all participating jurisdictions and members.
  - 7. Maintain personnel files for all Disaster Recovery Task Force members to maintain training records, emergency notification information, and other documentation required by the administrators.
- B. The administrator shall be responsible for the following:
  - 1. Recruit and manage TEMAT members according to guidelines outlined in the TEMAT Business and Operations Manual.

2. Produce related portion of TEMAT Business and Operation Manual to provide standard operating procedures that are current and readily available to members.
3. Provide and maintain qualifications, training, and operational guidelines and procedures related to the TEMAT program they administer.
4. Provide upon approval of membership and then collect upon separation from the program equipment, uniforms, and identification issued on behalf of TEMAT.
5. Provide training to members. Training must be consistent with the objectives of developing, increasing, and maintaining individual skills necessary to maintain operational readiness related to emergency management response.
6. Develop, implement, and exercise an internal notification and call-out system for members.
7. Provide coordination between administrator(s), other governmental and private entities, participating agency/employer, and member. Administrators will notify jurisdictions of the need for activation of members.
8. Maintain and submit to, on an as-needed basis, a primary contact list for their respective program, for all participating jurisdictions and members, to the state.
9. Maintain personnel files on all members of administered programs for the purpose of documenting training records, qualifications, emergency notification, and other documentation as required by administrators.
10. Ensure the issuance of PIV-I to each member through coordination with TDEM. If removed from team then the PIV-I must be retrieved and revoked immediately. Administrator must retrieve the PIV-I and notify TDEM for immediate revocation.

C. The jurisdiction shall:

1. Determine which TEMAT programs the jurisdiction will support by providing members and being able to respond as requested by the administrator(s).
2. Upon signature, the jurisdiction will submit a roster within 14 calendar days of final signature to the administrator(s). Maintain a roster of all its personnel participating in TEMAT activities and will submit that roster no less than twice a year on May 31 and December 31.
3. Ensure that each TEMAT member meets the necessary professional qualification requirements and experience level with his/her position on each TEMAT program in accordance with the TEMAT Business and Operation Manual.
4. Provide a primary point of contact to the administrator(s) for the purpose of notification of TEMAT activities and for administrative activities.

5. Provide administrative support to member(s) of TEMAT, i.e., time off when fiscally reasonable to do so for TEMAT activities such as training, meetings, and actual deployments.
6. Ensure all reimbursement claims meet the requirements of the TEMAT Business and Operation Manual.
7. Upon notification by the administrator(s), the jurisdiction will determine which members within jurisdiction are qualified and available for deployment. Jurisdiction determines which qualified members deploy.

D. Member shall:

1. Perform duties, as required by their membership in a TEMAT program, when requested and deployed by TEMAT.
2. Maintain knowledge, skills, and abilities necessary to operate safely and effectively in the assigned position and conduct themselves in accordance with the TEMAT Code of Conduct in the TEMAT Business and Operation Manual.
3. Advise the administrator of any change in the notification process, i.e., address, change of employment, or phone number changes.
4. Ensure availability for immediate call-out during the period in which a member's assigned TEMAT is first on the rotation for activation.
5. Maintain, for deployment, all equipment issued by TEMAT and advise administrator of any lost, stolen, or damaged items assigned to member.
6. Maintain support of jurisdiction for participation in TEMAT activities.
7. Keep jurisdiction advised of TEMAT activities that may require time off from work.
8. Be prepared to operate in a disaster environment, which may include living and working in austere conditions.
9. During any period in which TEMAT is activated by the State of Texas or during any TEMAT sponsored or sanctioned training, member shall be acting as a representative of the State of Texas.

## VI. QUALIFICATIONS, TRAINING, AND EXERCISES

### A. Training and Exercises

#### TEMAT Training and Exercises – Jurisdiction Sponsored:

Periodically, members will be requested and/or invited to attend local jurisdiction-sponsored training and/or exercises. These trainings and/or exercises shall be

performed at the direction, control, and funding of the local jurisdiction in order to develop the technical skills of members

TEMAT Training and Exercises – Administrator Sponsored:

Periodically, members will be required and/or invited to attend administrator training and/or exercises. These trainings and exercises shall be performed under the direction, control, and funding of the administrator in order to develop and maintain the incident support capabilities of the TEMAT. Allowable costs will be listed in the TEMAT Business and Operation manual.

B. Minimum Qualification and Training Requirements

Participating jurisdictions shall allow members appropriate time to maintain the qualifications required for each position a member fills in the TEMAT programs.

Members are required to attend available TEMAT training and exercise opportunities provided for the assigned TEMAT position to ensure the maintenance of position qualifications. Failure to attend or maintain qualifications may result in dismissal from the TEMAT program when qualifications are no longer valid.

**VII. ADMINISTRATIVE, FINANCIAL, AND PERSONNEL MANAGEMENT**

A. Reimbursement of Administrators/Jurisdiction

1. Costs will be reimbursed in accordance with the Texas Emergency Management Division's mutual aid reimbursement policy upon receipt of an accurately completed (all documentation included) reimbursement request.
2. All guidelines and procedures for requesting reimbursement will be maintained in the TEMAT Business and Operation Manual.
3. All financial commitments herein are made subject to the availability of funds from the state.

B. Categories of Cost Reimbursement

1. Force Account Labor, which is the labor and benefit costs of a jurisdiction's employee deployed on a TEMAT mission/assignment. Labor reimbursement will be based on jurisdiction policies and rates, including labor reimbursement for portal-to-portal pay. Eligible backfill labor costs will also be reimbursed.

The state, through the administrators, has no obligation to make any payments to or on behalf of a member except as expressly stated in this MOU. The state will not withhold any amount that would normally be withheld from an employee's pay, and the member will not participate in any benefits the State offers to its employees.

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Texas A&M Task Force	<input type="checkbox"/>	
All-Hazards Incident Management Teams (AHIMT)	<b>X</b>	
Texas Intrastate Fire Mutual Aid System (TIFMAS)	<input type="checkbox"/>	

**X. POINTS OF CONTACT**

**TDEM**

**Name:** Chief Nim Kidd  
**Title:** Chair – Texas Emergency Management Council  
**DRTF Div. Chief:** Kharley Smith  
**Address Line 1:** 1033 La Posada Dr  
**Address Line 2:**  
**City, State, Zip:** Austin, TX 78752  
**Phone Number:** 512-424-2436  
**Email:** Nim.kidd@tdem.texas.gov

**[Program Administrator]**

**Name:** Jimmy Mullis  
**Title:** AHIMT Administrator  
**Address Line 1:** 200 Technology Way #1281  
**Address Line 2:** \_\_\_\_\_  
**City, State, Zip:** College Station, Texas 77845  
**Phone Number:** 979-219-2407  
**Email:** jmullis@tfs.tamu.edu

**[Local Jurisdiction]**

**Name:** Bill Gravell  
**Title:** County Judge  
**Address Line 1:** 710 S. Main St  
**Address Line 2:** \_\_\_\_\_  
**City, State, Zip:** Georgetown, TX 78626  
**Phone Number:** 512-943-1550  
**Email:** BGravell@wilco.org

**[Member]**

**Name:** Shantelle Dunn Brannon  
**Title:** Deputy Director  
**Address Line 1:** 911 Tracy Chambers Lane  
**Address Line 2:** \_\_\_\_\_  
**City, State, Zip:** Georgetown, TX 78626  
**Phone Number:** 512-864-8205  
**Email :** shantelle.brannon@wilco.org

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Attachment A, TEMAT Business and Operation Manual

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This MOU is entered into by and between the following parties:

TEXAS DIVISION OF EMERGENCY MANAGEMENT

Signature: \_\_\_\_\_  
Name: W. Nim Kidd  
Title: Chief, Division of Emergency Management  
Date: \_\_\_\_\_

[STATE AGENCY PROGRAM ADMINISTRATOR – IF APPLICABLE]

Signature: \_\_\_\_\_  
Name: Jimmy Mullis  
Title: All Hazards IMT Program Administrator  
Date: \_\_\_\_\_

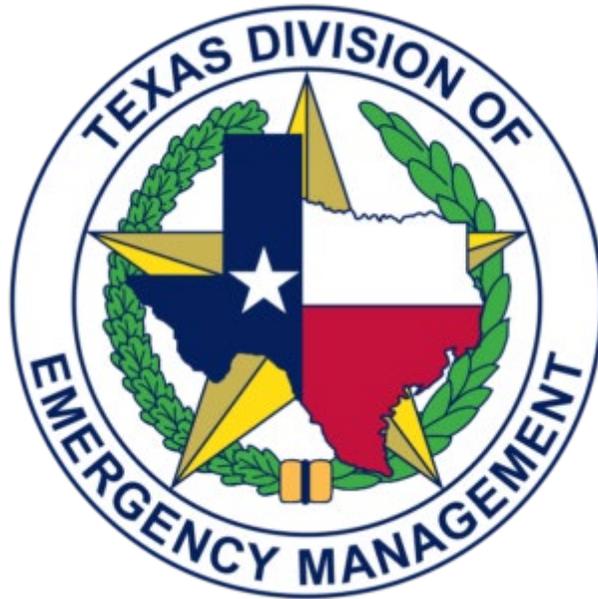
LOCAL JURISDICTION EMPLOYER

Signature: \_\_\_\_\_  
Name: Bill Gravell  
Title: Williamson County Judge  
Date: \_\_\_\_\_

TEMAT PROGRAM MEMBER

Signature: \_\_\_\_\_  
Name: Shantelle Dunn Brannon  
Title: Deputy Director, Office of Emergency Management  
Date: \_\_\_\_\_

# **Texas Division of Emergency Management**



## **Texas Emergency Management Assistance Teams (TEMAT)**

### **BUSINESS & OPERATIONS MANUAL**

**V 1.4**



**Texas Emergency Management Assistance Teams**

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**Texas Emergency Management Assistance Teams**





## **Texas Emergency Management Assistance Teams**

# **Texas Emergency Management Assistance Team**

## **Situation**

The State of Texas has sustained the highest number of Federal Emergency Management Agency (FEMA) declared disasters since the 1950s of any state. Notwithstanding that distinction, hundreds of catastrophic and devastating disasters, which have not met this federal standard, impact the state each year. The sheer size of Texas can see drought, flooding, wildfire, and winter weather simultaneously in different regions of the state. Each disaster is unique and may require special skillsets, or force multiplication in the event the emergency or disaster expands outside of the ability of local resources.

Texas has historically made mutual aid resources available throughout the state. In 2007, the state provided mutual aid legislation that simplified the sharing of resources across local and regional boundaries. Additionally, specialized teams such as Texas Task Force (TX TF), Texas Interstate Fire Mutual Aid System (TIFMAS), Texas Forest Service Incident Management Teams (TAMFS IMT), Texas A&M Public Works Response Teams (PWRT), and Disaster Recovery Task Force (DRTF) elements were integrated to support various specialized functions across the state. In 2014, these teams sought a comprehensive overarching program to help coordinate and operate these elements to streamline reporting, finance, and deployment practices across agencies.

## **The Texas Emergency Management Assistance Teams (TEMAT)**

The Texas Emergency Management Assistance Teams (TEMAT) are discipline-specific forces made up of local jurisdictional resources. These similar typed resources are rostered and train together prior to an incident to be able to serve as a force multiplier in disaster response. The response teams are recruited from various disciplines at the local level and coordinated with other state agencies.



## **Texas Emergency Management Assistance Teams**

### **Mission**

The Texas Emergency Management Assistance Team—‘the team of teams’—was developed to assist jurisdictions that have been impacted by an emergency or disaster. Member agencies and their partners may respond to support local jurisdictions during a disaster or emergency event.

### **TEMAT Concepts and Principles**

- Maintain a framework for expanding state forces to assist communities in need during disaster response and recovery.
- Integrate specialized response groups within the state to provide for a more coordinated approach during engagement in a Texas disaster response, and create efficiencies in administrative function.
- Promote local and regional response partnerships to expand the capacity of local governments (and their agents) to help each other in a mutual aid environment.
- Texans helping Texans



**Texas Emergency Management Assistance Teams**

## **TEMAT State Agency Program Membership**

The Texas Emergency Management Assistance Teams were developed to assist jurisdictions that have been impacted by an emergency or disaster with an efficient and effective response while ensuring a smooth transition into the recovery phase.

### **Participating Agency Partners**

<b>TEMAT Program</b>	<b>Program Summary</b>	<b>State Agency Program Administrator</b>
Disaster Recovery Task Force (DRTF)	Provides support through multiple areas of expertise.	Texas Division of Emergency Management (TDEM)
Texas A&M Public Works Response Team (TX-PWRT)	Provides support for critical infrastructure systems	Texas A&M Engineering Extension Service (TEEX)
Texas A&M Task Force Search and Rescue Teams (TX-TF)	Provides search and rescue support through Texas A&M Task Force 1, Texas Task Force 2, and Texas A&M Task Force 1 Region 3	Texas A&M Engineering Extension Service (TEEX)
All-Hazards Incident Management Teams (AHIMT)	Provides incident command post and emergency operations support	Texas A&M Forest Service (TAMFS)
Texas Intrastate Fire Mutual Aid System (TIFMAS)	Provides firefighting and all hazards support	Texas A&M Forest Service (TAMFS)

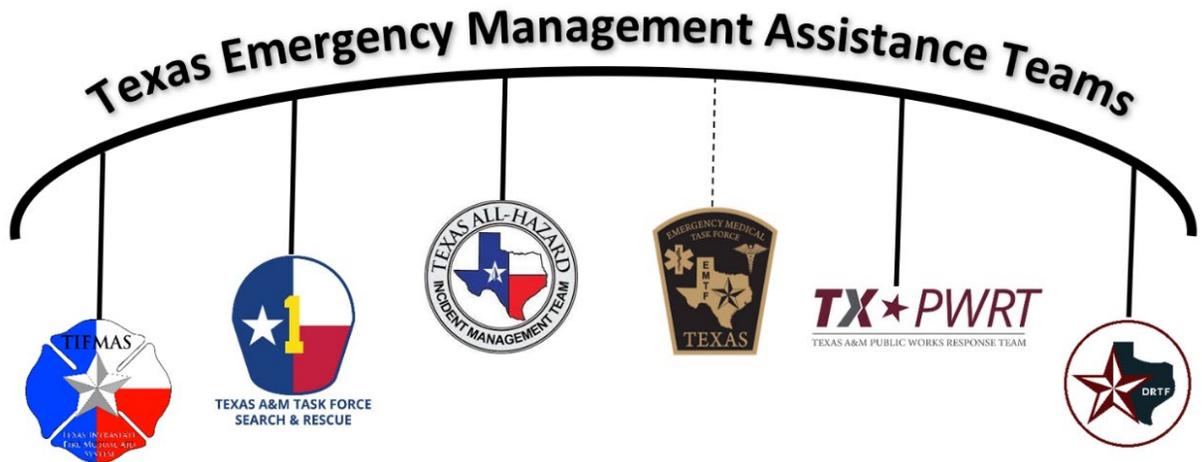


## Texas Emergency Management Assistance Teams

### Scope

All partner agency teams bring value and expertise to disaster response and recovery phases. The individual teams are maintained with experienced and trained personnel to effectively fulfill requests. Each state agency program maintains a business plan for each team.

Generally, TEMAT activities are performed at the request of the State of Texas with the participating jurisdiction or employer having the option of allowing members to deploy. These activities may be in conjunction with, or in preparing for a local, state, or federal declaration of disaster. The scope of the TEMAT MOU also includes training activities sponsored by the local jurisdictions and administrators to maintain TEMAT operational readiness.





## **Texas Emergency Management Assistance Teams**

### **Administrative Agency Responsibilities**

DRTF shall be responsible for the following:

- Provide and maintain administrative and personnel management guidelines and procedures related to TEMAT and the TEMAT Memorandum of Understanding (MOU).
- Maintain, in coordination with administrators, a TEMAT Business and Operations Manual to provide up to date standard operating procedures to administrators, jurisdictions, and members.
- Provide training to members. Training shall be consistent with the objectives of the TEMAT program overall including but not limited to State Operations Center functions, financial reimbursement, and other training.
- Work with administrators to ensure all administrative, fiscal, and personnel management guidelines are consistent across TEMAT.
- Facilitate coordination between the administrators, other relevant governmental and private entities, participating jurisdictions or employers, and members.
- Create and update TEMAT contact information for all participating jurisdictions and members.

### **Partner Agency Responsibilities**

The individual agency program administrators will be responsible for the following:

- Manage individual agency program TEMAT members according to guidelines outlined in the state partner agency and TEMAT Business and Operations Manual.
- Produce related portions of the Business and Operations Manual to provide standard operating procedures that are current and readily available to members.
- Provide and maintain qualifications, training, and operational guidelines and procedures related to the TEMAT program administered by the respective team.
- Provide members, upon approval, any equipment, uniforms, and identification issued on behalf of TEMAT.



### **Texas Emergency Management Assistance Teams**

- Collect any equipment, uniforms, and identification issued on behalf of TEMAT upon separation.
- Provide training to members. Training must be consistent with the objectives of developing, increasing, and maintaining individual skills necessary to maintain operational readiness related to emergency management response.
- Develop, implement, and exercise an internal notification and call-out system for members.
- Facilitate coordination between the state, other governmental and private entities, participating agencies or employers, and members. Administrators will notify jurisdictions of the need for the activation of members.
- Maintain and submit, on an as-needed basis, contact information for their respective program, for all participating jurisdictions and members, to the state.
- Maintain appropriate records on all members of administered programs for the purpose of documenting training records, qualifications, emergency notification, and other documentation as required by the state and administrators.
- Ensure the issuance of a Personal Identification Verification Interoperability card (PIV-I) to each member through coordination with TDEM. If removed from the team, TDEM must be notified to update PIV-I information.



## **Texas Emergency Management Assistance Teams**

# **Qualifications, Training, and Exercises**

Members of TEMAT are expected to be versed in several areas of disaster response and/or recovery. The teams that comprise the Texas Emergency Management Assistance Team are forward response teams for the state during times of disaster and large-scale incidents or events. As such, the respective state partner agencies regulate training and requirements to join and remain active on these special teams.

## **Training and Exercises**

TEMAT Training and Exercises – Jurisdiction Sponsored:

Periodically, members may be requested or invited to attend local jurisdiction-sponsored training or exercises. These trainings or exercises shall be performed at the direction, control, and funding of the local jurisdiction to develop the technical skills of members.

TEMAT Training and Exercises – Administrator Sponsored:

Periodically, members will be required or invited to attend administrator TEMAT training or exercises. These trainings and exercises shall be performed under the direction, control, and funding of the administrator to develop and maintain the incident support capabilities of TEMAT. Allowable costs will be provided.



## Texas Emergency Management Assistance Teams

# TEMAT Deployment and Demobilization

## Scope

This document provides fundamental principles and guidance for the planning and conduct of the Texas Emergency Management Assistance Team preparedness, preparation, mobilization, and demobilization.

## Purpose

This publication has been prepared under the direction of the Texas Division of Emergency Management. It is not the intent of this document to restrict the authority of partner agencies from organizing the respective response teams and executing the mission in a manner they deem most appropriate to ensure unity of effort in the accomplishment of the overall objective.

## Application

This Mobilization Plan is a working document that incorporates historically tested tasks, lessons learned, and best practices for documentation.

The State Agency Partner Mobilization Plan and the associated appendices should be reviewed and updated annually or when After Action Review provides improved processes.

This guidance will be followed if no other plan exists within state partner agency business plans or if exceptional circumstances warrant the State Operations Center dictate otherwise.



## Texas Emergency Management Assistance Teams

# General Mobilization and Deployment Guidelines

## Pre-deployment Activities

Pre-deployment activities are actions taken to prepare TEMAT for deployment. Pre-deployment training and continuous exercise of deployment activities ensure these tasks are accomplished efficiently. This level of readiness requires trained and motivated staff, fully qualified and deployable members, and strong relationships with supporting agencies. Also, TEMAT must develop movement expertise, knowledgeable deployment support teams, deployment process improvement tools, and an understanding of Texas Division of Emergency Management (TDEM) and Federal Emergency Management Agency (FEMA) Response Systems.

Cache equipment and personnel lists must be accurately maintained. Rapid access to and transmission of accurate deployment data is critical. Accurate data serves as a measure of deployment feasibility and assures the assignment and apportionment of adequate personnel. This is imperative for the foundation of effective command and control of the deployment process and the integration of TEMAT upon their arrival in response to time-sensitive missions.

Where possible, all required deployment and movement documentation should be prepared in advance and inspected during deployment exercises.

## Deployment Planning

Successful deployment planning requires knowledge of the team's deployment responsibilities, an understanding of the total deployment process, and coordination between team responsibility and jurisdictional employee responsibilities. Utilize the steps below in planning and preparation during the pre-deployment process:

- Understand the mission: TEMAT may be tasked to perform one or more types of response and recovery missions. TDEM must prepare and mobilize TEMAT to support various missions.



### **Texas Emergency Management Assistance Teams**

- Understand the team structure: Once specific missions are identified, TEMAT response capabilities are assessed and augmented as needed with appropriate resources to successfully respond.
- Prepare the team: Personnel and equipment are prepared to ensure the right capabilities are in the proper combinations to meet the operational objectives of specified missions. Additionally, personnel are trained and prepared to execute deployment operations.

The core of deployment planning is an accurate list of personnel, equipment, and other available resources in addition to those being deployed. The TEMAT SOC Representative and State Agency Program Administrators must ensure deploying personnel are properly manifested and equipment is accurately assessed.

### **The Deployment Process**

How TEMAT conducts pre-deployment activities and prepares for deployment will have a direct impact on success. Preparing equipment, activating personnel, having and following a deployment plan, setting and meeting established timelines, and ensuring consistent communication with the State Agency Program Administrators and the SOC all facilitate a seamless transit to the incident. A detailed and integrated plan along with a well-organized and trained team is fundamental to success.

### **Notification**

The Texas Division of Emergency Management (TDEM) may utilize TEMAT for a response to local or state disasters to aid in the facilitation of response and/or recovery operations and to provide the local jurisdiction with additional support for emergency operations.

Requests for deployment could be received through one of the following mechanisms:

- Submission of a STAR from local jurisdictions or partner state agencies to the State Operations Center (SOC).



## **Texas Emergency Management Assistance Teams**

- Request through a State Agency Program Administrator authorized process.

### **Reception, Staging, and Movement**

The nature of disaster response requires expeditious processing of personnel and equipment. Therefore, all TEMAT Members should be prepared to deploy following their state agency business, operation, and program guides.

### **Disaster Site**

TEMAT Members could be expected to work in adverse conditions within an area affected by a disaster depending upon the mission assignment. TEMAT members should be prepared to work in the field, the DDEOC, or the local EOC.

### **Pre-deployment Actions**

Any pre-deployment action should be in concert with the SOC and the State Agency Program Administrator.

### **Demobilization Actions**

- Demobilization activity will be in compliance with the SOC and state agency program business guides.
- All finance, 214s, and reimbursement forms must be completed as prescribed in the finance section.

### **After-Action Process**

The after-action process consists of the formal and informal debriefings used to gather needed information on the operation. These actions are recommended to help future event responses. Follow any guidance from the partner agency business and operations plan.



## Texas Emergency Management Assistance Teams

# Equipment and Accountability

## Equipment

Team members are responsible for three types of equipment and supplies at an incident or response: expendable, nonexpendable, and personal.

**Expendable.** Those items that are issued for use at a disaster site and are used up, consumed, or possibly left at the disaster site or threatened venue. An example of expendable items is office supplies.

**Nonexpendable.** Items issued for use at a disaster or threatened venue which can be returned or refurbished for use on future assignments. Nonexpendable items include vehicles, radios, generators, specialized tools, and computers.

**Personal.** Those items, such as clothing, toiletries, extra glasses, and medications that an individual takes to a disaster or threatened venue to attend to his or her personal needs.

## Lost or Damaged Equipment

Lost or damaged items must be accounted for with a written statement explaining the circumstances. When a question arises over whether an item is expendable, the Team Leader is responsible for making the decision.

Repair reimbursement requests must be documented, justifiable, and reasonable within the scope of the operation.

The member is responsible for any damage incurred from the point of incident check-out through demobilization from the incident and return to home base.



## **Texas Emergency Management Assistance Teams**

### **Accountability of Equipment**

Upon activation by the Texas Division of Emergency Management, the team members have the responsibility to account for all items they consume, use, damage, destroy, or lose. This accounting must be done through a documentation system that tracks receipt and disposition. Team members should always receive and keep an inventory of items for which they are responsible. Please refer to state partner agency business guides.

Team members are responsible for items lost or destroyed through poor accounting or performance. Problems arising from poor accounting or performance will be resolved with the TEMAT member or representatives of the member's parent agency.

PIV-I: A Personal Identification Verification Interoperability card will be issued to all first responders through either their agency of employment or facilitated through their TEMAT membership. If the PIV-I is issued specifically for their team membership it shall be collected upon separation from the partner administrative agency or TDEM.



## Texas Emergency Management Assistance Teams

# Administration and Reimbursement

Currently, there is a contractual agreement titled Memorandum of Understanding in place among participating agencies, an employee with that agency, or individual team members, who serve on any Texas Emergency Management Assistance Team. TDEM's goal is to complete the reimbursement as quickly as possible for services performed during deployment by using the following process.

All teams, or individual members based on deployment, shall provide a 214 Activity Report for each operational period. All TEMAT member names must be included within the 214. For example, in a response unit with multiple members assigned to a single vehicle, the 214 can be completed for all members working in that unit, provided the members names are included. Members not assigned to a team must complete individual 214s. All members to be reimbursed must have a name associated with a completed 214 Activity Form.

## For Reimbursements to Participating Agency

### Reimbursement of Administrators or Jurisdiction

- Costs will be reimbursed in accordance with the Texas Emergency Management Division's mutual aid reimbursement policy upon receipt of an accurately completed (all documentation included) reimbursement request.
- All guidelines and procedures for requesting reimbursement will be maintained in the TEMAT Business and Operations Manual.
- All financial commitments herein are made subject to the availability of funds from the state.

### Categories of Cost Reimbursement

Force Account Labor, which is the labor and benefit costs of a jurisdiction's employee deployed on a TEMAT mission or assignment. Labor reimbursement will be based on jurisdiction policies and rates, including labor reimbursement for portal-to-portal pay. Eligible backfill labor costs will also be reimbursed.

Travel reimbursement will be based on the jurisdiction's travel policy to include per diem rates and receipt submission.



## **Texas Emergency Management Assistance Teams**

Force Account Equipment will be paid to the jurisdiction if utilized by a member while on a TEMAT mission or assignment. All equipment used will be based on hours used and reimbursed based on the current FEMA Schedule of Equipment Rates. If no rate is available, see the appropriate section of the TEMAT Business and Operations Manual for the rate.

Damaged equipment costs will be reimbursed after submission of documentation showing damage occurred during a TEMAT mission or assignment less any insurance proceeds. The TEMAT Business and Operations Manual will provide a process for reporting damages as it relates to repairs or equipment unable to be repaired.

Materials costs will be reimbursed based on jurisdiction policies and cost documentation that materials were purchased for use on the incident or taken from inventory for use on the incident.

Rentals will be reimbursed based on jurisdiction policies and itemized invoice documentation from the rental vendor; and proof of use on the incident.

Contracts will be reimbursed based on jurisdiction policies and itemized invoice documentation from rental vendor; and proof of use on the incident.

Note: Refer to the individual program's Business and Operations Manual for specific details on the allowability of costs.

### **Reimbursement Section**

The purpose of this document is to outline how the Texas Division of Emergency Management (TDEM) will reimburse local jurisdictions and other entities for accepting and responding to state-assigned mutual aid missions. A state-assigned mutual aid mission occurs when a request for assistance is routed up the chain to the State Operations Center (SOC). If the SOC assigns another local jurisdiction to fulfill the request, this document will guide them through completing and submitting a request for reimbursement to TDEM

This document was created in alignment with Texas Government Code Chapter 418, Section 418.118 and Texas Government Code Chapter 778, Article IX. Section 418.118 states that if TDEM requests assistance from an entity, TDEM shall reimburse that entity their actual costs and further states "A request for reimbursement made to the division must be made in accordance with the procedures developed by the division."



## **Texas Emergency Management Assistance Teams**

All eligible expenses submitted in a reimbursement request will be audited, authorized, and funded through TDEM. TDEM will review all items based on the entities' local policies in place at the time of deployment. Eligible expenses include labor, travel, equipment usage, and other costs specifically related to the state-assigned mission. All expenses must include backup documentation to substantiate the amount claimed, show that it was mission-required, and subsequently paid for by the responding entity. Any documentation that has been edited or written over must include an explanation for the edit.

Upon notification of a state mission assignment, TDEM will contact the responding entity with an initial guidance email. This email will include any deadlines, mission-specific reimbursement guidance, and all forms required to submit a complete and accurate reimbursement claim to TDEM. For deployments out-of-state or that involve unusual circumstances, the reimbursement process may differ. TDEM will communicate this information to the responding entities as soon as the information becomes available.

All request for reimbursements will be submitted electronically to [TDEMReimbursement@tdem.texas.gov](mailto:TDEMReimbursement@tdem.texas.gov) along with the appropriate backup documentation to support the reimbursement request. Reimbursement forms will be available on the TDEM website, will be included in the initial email, or available upon request to the State Disaster Reimbursement Section of TDEM.

Reimbursement Guidance Points of Contact: [TDEMReimbursement@tdem.texas.gov](mailto:TDEMReimbursement@tdem.texas.gov) or 512-424-7607. Additional points of contact include Unit Chief — Mary Medina at 512-424-0650 ([mary.medina@tdem.texas.gov](mailto:mary.medina@tdem.texas.gov)) or Section Chief — Quenya Evans at 512-424-2288 or 512-954-3274 ([quenya.evans@tdem.texas.gov](mailto:quenya.evans@tdem.texas.gov)).

### **Reimbursement Timeline**

Entities will have 90 days from the date of demobilization to submit for reimbursement. Entities may not be eligible for reimbursement once 120 days have passed from demobilization if no reimbursement request has been received by TDEM. Entities who want an extension beyond the 120-day mark will need to request this in writing from TDEM's State Disaster Reimbursement Section (SDRS). SDRS will coordinate with the program administrator for consideration.

To ensure entities have been made fully aware of potential deadlines, TDEM will communicate all deadlines with the entity in the initial email, at the 60-day mark, at the 90-day mark, and finally at the 105-day mark to ensure the entity is fully aware and has plenty of opportunities to get their information submitted before the 120-day mark. For emails related to submission deadlines, TDEM will include the entity point of contact, the program coordinator points of contact (Texas Intrastate



## **Texas Emergency Management Assistance Teams**

Fire Mutual Aid System) [TIFMAS] Branch Coordinator, Disaster Recovery Task Force [DRTF] Regional Coordinator, etc.), and the TDEM Regional Section for Response.

### Reimbursement Review Timelines:

TDEM will do a full review of the packet within 15 business days of receipt. Once the initial review is complete:

- The packet is complete and accurate—will submit for payment processing.
- The packet is not complete nor accurate—jurisdiction will have 15 business days to respond to request for additional information.
- Any additional information received in that 15 business days will be considered on the packet.
- TDEM will review information and complete review within 10 business days and submit substantiated amount for payment processing.
- Any additional items not substantiated may not be eligible for reimbursement.
- If no additional information is received in 15 business days, packet will be processed based on original submission and any additional items may not be eligible for reimbursement.

### Required documents for reimbursement packets:

- A completed Form W-9—if first time submitting
- A completed Direct Deposit Form—if banking information has changed or first time submitting
- Current policies related to (if first time submitting or policies have been updated since last submission):
  - Travel
  - Mandatory staffing
  - Payroll policy
  - Shift calendars
- Completed TEMAT MOUs for each person being claimed on reimbursement packet
- Completed TDEM Reimbursement Request excel form (must be submitted as an Excel document—PDFs will not be accepted)
- Mobilization orders (resource orders, STAR request, etc.)
- Activity logs (ICS 214s)
- All backup documentation



## Texas Emergency Management Assistance Teams

### Labor Section

Labor reimbursement will be based on jurisdiction/departmental policies and rates. Labor policies MUST be submitted with reimbursement packet.

- Hours during the deployment that coincide with employees' home jurisdiction regular shift schedule (on-duty hours) will be reimbursed at regular pay plus benefits. (Jurisdiction/department policy will supersede this rule if different. If no policy is established, this rule will prevail.)
- First and last day of deployment will be based on actual hours worked. A day is from 0000 to 2359.
- All personnel mobilized must be listed on the approved deployment orders from the program administrator.
- The responding jurisdiction work schedule and payroll policy will be used when calculating all hours for reimbursement. Per responding jurisdiction policies, overtime may be credited in actual wages or compensatory time off.
- TDEM will reimburse two (2) hours for pre-deployment preparation and two (2) hours after return to home base to return equipment to service. The two (2) hours for pre/post-deployment will be reimbursed if noted on 214s, CTRs, or other activity logs. Travel time to the incident and travel time to return to home base will be reimbursed.
- Backfill for personnel assigned will be paid at jurisdiction hourly rate. Any claimed backfill costs must include the name of the deployed member the backfill costs are for. The department must have a minimum staffing policy in place prior to the activation to be eligible for backfill costs. (Jurisdiction/department policy will supersede this rule if different. If no policy is established, this rule will prevail.)
- When resources return to their home base and their regular scheduled shift day is the day of return or the day following their return, TDEM will reimburse the full shift. Additional backfill not to exceed one shift will also be reimbursed. Ensuring a minimum of 24 hours off prior to the next full shift will help ensure proper rest for returning firefighters.
- All labor costs must be substantiated by including:
  - Payroll report showing hours paid, rate paid, benefits paid, date paid, and pay period for payment.
  - If a payroll report is not available, paystubs showing the information will be accepted.



## **Texas Emergency Management Assistance Teams**

- Payroll or paystubs must show if hours paid are regular hours or overtime hours.
- If rate of pay requested does not match payroll, entity must include a basis for how the pay rate was calculated.

### **Local and Regional Mutual Aid Reimbursement**

Resources deployed per local/regional agreements in their respective regions before the TEMAT activation, may not be eligible for reimbursement under TEMAT. This would apply for assignments to any area identified in the local/regional request or agreement you are mobilized under. This guideline would apply to any resource considered to be a part of the local/region mutual aid system per the agreement which under normal operations would be mobilized before requesting State resources.

### **Travel Section**

Travel reimbursement will be based on jurisdiction/departmental policy. Travel policy **MUST** be submitted with reimbursement packet. If the home jurisdiction does not have a travel policy, the following applies: Lodging and meals will be reimbursed based on General Services Administration (GSA) rates to include all meals and any additional sustainment needs such as water, snacks, etc.

All travel costs must be substantiated by including:

- Zero balance lodging receipts
- Proof of payment to employees for reimbursement of travel costs
- A list of who ate and what jurisdiction/agency they are from for group meals
- Credit card statements for any items bought using a jurisdictional credit card
- Maps showing route or odometer readings for personal vehicle mileage

### **Meal Reimbursement for TEMAT Members**

The following documentation is required with the reimbursement packet for the agency to be eligible for reimbursement of meals:



## **Texas Emergency Management Assistance Teams**

If meals were purchased on a jurisdiction travel credit card, the minimum documentation will include the credit card statement and proof of payment. Refer to the jurisdiction's travel policy for all required documentation.

If meals were purchased with personal credit card or personal funds, the jurisdiction must provide proof of payment to employee or volunteer firefighter for claimed amount (copy of check). Individual should claim meals per jurisdiction/departmental policy. All required documentation included in the jurisdiction's travel policy must be submitted with the reimbursement request. If no jurisdiction/department policy is in place, proof of payment to the employee is required but individual meal receipts are not.

Jurisdictions paying for meals of employees using one credit card will be required to provide documentation specifically indicating the jurisdiction and the name of the employees who were fed with that purchase. Per diem rates still apply. Alcoholic beverages and personal hygiene purchases are ineligible for reimbursement.

### **Lodging for Deployed Resources**

All resources should arrive at the incident self-sufficient for the first 72 hours. If lodging is required or necessary, resources are responsible for securing their lodging for the duration of the deployment. All lodging options require a copy of the lodging receipt to show a zero balance and proof of payment to be considered for reimbursement.

The following documentation is required with the reimbursement package for the agency to be eligible for reimbursement of lodging:

- If lodging was purchased on a jurisdiction travel credit card, the minimum documentation will include the credit card statement and proof of payment, which must be provided with jurisdiction reimbursement packet and indicates the lodging charges. Refer to the jurisdiction's travel policy for all required documentation.
- If lodging was purchased with personal credit card or personal funds, the jurisdiction must provide proof of payment to employee or volunteer firefighter for claimed amount (copy of check). Individual should claim lodging per jurisdiction/departmental policy. All required documentation included in the jurisdiction's travel policy must be submitted with the reimbursement request. If no jurisdiction/department policy is in place, proof of payment to the employee is required along with a zero-balance lodging receipt.



## **Texas Emergency Management Assistance Teams**

- Jurisdictions paying for lodging of employees using one credit card will be required to provide documentation indicating the specific jurisdiction and the names of the employees who were housed with that purchase. Per diem rates still apply. No proof of reimbursement to employee is required. An individual can secure multiple rooms on their department card for all members of the strike team. It is recommended to have the room occupant's name listed on the hotel invoice even though the payment is made by a third party. In this case the paying department will seek reimbursement for all rooms by providing a copy of the card statement.

### **Personal Vehicles**

Reimbursement for personal vehicles will be based on the jurisdiction/department policy or the State of Texas mileage rate. Documentation must include proof of payment to employee for use of the vehicle.

### **Equipment Usage Section**

All equipment mobilized must be listed on the approved deployment orders from the program administrator.

Equipment proof of ownership MUST be submitted with a reimbursement packet.

### **Equipment Typing and Reimbursement Rates**

TDEM will reimburse for equipment using an hourly rate usually aligned with the Federal Emergency Management Agency (FEMA) rate. Equipment hours will be based on actual usage hours per the 214s. If a FEMA rate is not available, TDEM will work with the program administrator to determine an appropriate equipment reimbursement rate.

The FEMA rates on the Schedule of Equipment Rates are for jurisdiction-owned equipment in good mechanical condition, complete with all required attachments. Each rate covers all costs eligible for ownership and operation of equipment, including depreciation, overhead, all maintenance, field repairs, fuel, lubricants, tires, OSHA equipment, and other costs incidental to operation. Standby equipment costs are not eligible.



## **Texas Emergency Management Assistance Teams**

For vehicles used to transport personnel only, TDEM will reimburse based on the FEMA mileage rate for transporting people. Mileage logs, maps, or odometer readings must be included to substantiate mileage claim.

For TIFMAS initial attack or pre-positioning, TDEM will reimburse 12 hours a day for equipment usage. Any usage must be documented on the 214s to include the 12 hours and any hours over 12.

Detailed descriptions must be included for all pieces of equipment to include gallons per minute, horsepower, tank capacity, etc. This will ensure the appropriate rate is being reimbursed.

If equipment is out of service either on-incident or post-deployment, it is not considered working, and no hours will be reimbursed. Out of service must be documented on the activity logs. The hours worked stop once the vehicle has reached a staging destination or repair shop, whichever comes first. Reasonable towing costs to a staging destination or repair shop will be reimbursed.

All equipment costs must be substantiated by including:

- All hours and/or mileage claimed must be noted on Activity Logs/214s
- Proof of ownership for any piece of equipment used on the deployment
- STAR, resource order or mission assignment showing equipment was approved for use on the mission

Purpose of equipment used as it related to the mission

### **Damaged Equipment**

The incident is responsible for any damage incurred from the point of incident check-in and vehicle inspection, through demobilization from incident and return to home base, when the damage is a direct result of operations and not normal wear and tear.

Repair reimbursement requests must be documented, justifiable, and reasonable within the scope of the operation.

Any damage to the equipment must include photos and a damage equipment report per department policy for reimbursement.



### **Texas Emergency Management Assistance Teams**

When there is damage to equipment while mobilized, the responding entity should inform team lead, program administrator, or Incident Command Team (if on-site) and file a claim with their insurance provider per their local policy. If the damage incurred on the incident is less than the insurance policy deductible and the department wants to recover the repair costs, but does not want to file with their insurance carrier, the department must provide:

Proof of insurance which identifies the amount of the deductible.

An invoice documenting the costs incurred to repair the damage.

Any amount greater than the deductible will not be reimbursed.

Self-insured departments/jurisdictions should submit all expenses incurred to repair incident-related damages for reimbursement.

Department must submit check-in and demobilization photos and forms from Ground Support (taken by the Incident Management Team [IMT]) with reimbursement documentation.

Damage due to firefighting operations which is not covered by insurance (e.g., towing charges, tire repair, pump damage, etc.) should be documented with receipts and included in the reimbursement package sent to TDEM.

Damage does not include any normal wear and tear events that occur during the incident timeframe.

Damage MUST be documented on the 214s at time of damage.

#### **Documentation to be included in the reimbursement packet:**

- A copy of the Proof of Insurance for the vehicle, that includes the types of costs covered and the deductible amount.
- The equipment or vehicle's year, make, model, and mileage (at the time of the breakdown).
- The equipment or vehicle inspection report at check-in and at the time it was demobilized from the incident.
- A written statement that explains how this repair cost is directly related to the event and not to normal wear and tear events.



## **Texas Emergency Management Assistance Teams**

- Repair invoice with a zero balance.
- Proof of payment for repair and towing costs such as a P-Card statement.
- A copy of the maintenance log for the equipment or vehicle.
- An incident or police report depending on the nature of damage.

### **Other Items Eligible for Reimbursement**

Items such as consumables, materials, and rentals will be reimbursed on an actual costs' basis. All requests for reimbursement of these types will include a written justification stating the necessity of these costs being incurred during the incident.

All other costs must be substantiated by including:

- Itemized receipt with proof of payment
- Any purchase orders or quotes that may be applicable to purchase
- Any contracts that may be applicable to the purchase
- If materials were taken from inventory:
  - Inventory report, invoice showing items purchased, cost and proof of payment, or

Replacement invoice showing items purchased, the cost, and proof of payment

### **Out of State Or Unusual Deployments**

For deployments out of state or that involve unusual circumstances, the reimbursement process to include items eligible may differ. TDEM's State Disaster Reimbursement Section (SDRS) will communicate this information to TEMAT as soon as the information becomes available.



## Texas Emergency Management Assistance Teams

# **Safety and Security**

The safety and security of everyone on the team is the responsibility of every team member, regardless of his or her position on the team. The goal is to prevent accidents and injuries, avoid situations that compromise personal security, and protect the safety and health of all team members on and off the job. When a team member becomes sick, injured, or involved in a security incident and must be cared for, rescued, and possibly evacuated, the team's ability to deliver the maximum assistance possible to those affected by the disaster is diminished.

## **THINK SAFETY AND SECURITY AT ALL TIMES!**

The following checklist for safety and security covers some of the general issues team members should be aware of before they depart and throughout their deployment. If a written Safety and Security Plan is available, team members should obtain a copy. Team members should get a safety and security briefing on the situation in the disaster area and stay current on these issues throughout the deployment.

### **Safety and Security Checklist**

- Drive safely and be aware of local driving hazards; follow all traffic regulations.
- Stay informed about safety and security issues throughout your assignment.
- Maintain regular communication with the team.
- Learn and adhere to security and safety standards, protocols, and procedures.
- Be aware of personal safety/security hazards or concerns, including:
  - Signs of danger
  - Areas of danger
  - Physical danger



### **Texas Emergency Management Assistance Teams**

- Be aware of the Communications Plan (ICS Form 205) and its contents.
- Be aware of the Medical Plan (ICS Form 206) and its contents.
- Report hazardous conditions and other safety/security concerns to the TEMAT Regional Coordinator or Team Lead.

### **Personal Health and Critical Incident Stress**

It is important to recognize and meet common physical and emotional problems encountered during disaster relief activities. Experience has shown that promoting and maintaining good health, especially by coping with the stresses encountered, are the keys to successful performance. Experiencing stress during a disaster operation is normal. Coordinate any issues with the partner state administrative agency.



## Texas Emergency Management Assistance Teams

### Acronyms

AAR	After Action Review
C&GS	Command and General Staff
CISM	Critical Incident Stress Management
DC	District Coordinator
DDC	Disaster District Chair
DDEOC	Disaster District Emergency Operations Center
DOT	Department of Transportation
DPS	Texas Department of Public Safety
DRTF	Disaster Recovery Task Force
FEMA	Federal Emergency Management Agency
IST	Incident Support Team
NRCC	National Response Coordinating Center
POC	Point of Contact
SOC	State Operations Center
TAMFS	Texas A&M Forest Service
TAMUS	Texas A&M University System
TDEM	Texas Division of Emergency Management
TEMAT	Texas Emergency Management Assistance Teams
TEEX	Texas A&M Engineering Extension Service

**Commissioners Court - Regular Session**

16.

**Meeting Date:** 07/26/2022

Approval of Purchase for Truth in Taxation Software from Harris Govern for the Tax Office

**Submitted For:** Joy Simonton

**Submitted By:** Erica Smith, Purchasing

**Department:** Purchasing

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on the approval of the purchase of Truth in Taxation annual software subscription from Harris Local Government Solutions for the Williamson County Tax Office in the amount of \$4,700.00 per year for three (3) years, and authorize the execution of the agreement.

**Background**

Approval of this item will support the operations of the Williamson County Tax Office. The Tax Office is required to input tax data in the Williamson County Appraisal Districts website. The Truth in Taxation software produces tax worksheets, calculates data, and aids the tax office with inputting the required data in the appraisal district website. This helps cut down on the time that would be required to do this manually. The agreement is attached in which the vendor agrees to an annual subscription price for three (3) years. IT, legal, contract audit and budget have reviewed this purchase. This expenditure will be charged to FY22 01. 0100.0499.003011. Department contact is Matt Johnson.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Agreement

**Form Review**

**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Erica Smith

Final Approval Date: 07/21/2022

**Reviewed By**

Joy Simonton

Becky Pruitt

**Date**

07/21/2022 07:07 AM

07/21/2022 09:29 AM

Started On: 07/20/2022 10:19 AM



760 N. Watters Road, Suite 100  
Allen, TX 75013

Phone: 972-265-7300  
Fax: 214-722-0019

# Purchase Order

Date	PO #
7/5/2022	

Name / Address
Williamson County Tax Office 710 South Main- Suite 102 Georgetown, TX 78626

Ship To
Williamson County Tax Office 710 South Main- Suite 102 Georgetown, TX 78626

This Purchase Order, once executed by authorized representatives of each party, shall be incorporated as an exhibit to the relevant licensing, professional services, or support and maintenance agreement as executed by the parties to which the subject matter of this Purchase Order relates. For clarity, the applicable limitation of liability provision contained in the relevant agreement will apply to any claims or liabilities arising out of or related to this Purchase Order. Further, with respect to any software being licensed pursuant to this Purchase Order, the licensing and use of said software will be governed by the software licensing terms and conditions in the applicable software licensing agreement signed by the parties.

Project Owner:

Description	Qty	Cost	Estimated Costs
HGO-BIS Truth in Taxation Calculator Yearly Service (Entity Truth In Taxation)  Please note: This is a yearly subscription. This rate will be secured for three years 2022, 2023, and 2024.  "Texas Law Applicable to Indemnification:" 1.Limitation of Liability: TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, HARRIS GOVERN, ITS AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES AND SHAREHOLDERS' AND EXCEPT FOR DAMAGES ARISING OUT OF (A) INJURY OR DEATH TO PERSONS, OR (B) DAMAGE TO TANGIBLE OR REAL PROPERTY, HARRIS GOVERN'S ENTIRE LIABILITY AND OBLIGATION AND LICENSEE'S EXCLUSIVE REMEDY WITH RESPECT TO THE SERVICES AND ANY OTHER PRODUCTS, MATERIALS OR SERVICES SUPPLIED IN CONNECTION WITH THIS AGREEMENT FOR DAMAGES FOR ANY CAUSE AND REGARDLESS OF THE CAUSE OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING FUNDAMENTAL BREACH, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, (i) SHALL NOT EXCEED \$50.00 AT ANY TIME THROUGHOUT THE PROVISION OF THE SERVICE.  IN ADDITION TO THE FOREGOING, TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL HARRIS GOVERN, ITS AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES AND SHAREHOLDERS, BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE, OR SPECIAL DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO FOR LOST REVENUE OR LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF DATA, FAILURE TO	1	4,700.00	4,700.00

Thank you for your business!	<b>Estimated Costs</b>
------------------------------	------------------------

Upon completion and delivery of the services described in this Purchase Order, Harris Govern will request project closure and authorization to invoice from the Client. If a response is not provided by the Client within five (5) business days, Harris Govern will proceed to issue the invoice and close the project.

Payment due upon receipt of a valid invoice. The prices quoted in this Purchase Order are valid for 30 days from its issuance. A representative of Harris Govern will contact you to schedule the start date upon receipt of a signed Purchase Order. I have read the information outlined in this Purchase Order and authorize Harris Govern to perform the above tasks and acquire the equipment at the referenced costs. Please sign and return.

Accepted by Harris Govern:

Signature: \_\_\_\_\_ Date: 7/19/2022

Chang Kim VP of Sales & Marketing  
Printed Name Title

Project Manager

Client Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Email Address \_\_\_\_\_

Date \_\_\_\_\_



760 N. Watters Road, Suite 100  
Allen, TX 75013

Phone: 972-265-7300  
Fax: 214-722-0019

# Purchase Order

Date	PO #
7/5/2022	

Name / Address
Williamson County Tax Office 710 South Main- Suite 102 Georgetown, TX 78626

Ship To
Williamson County Tax Office 710 South Main- Suite 102 Georgetown, TX 78626

This Purchase Order, once executed by authorized representatives of each party, shall be incorporated as an exhibit to the relevant licensing, professional services, or support and maintenance agreement as executed by the parties to which the subject matter of this Purchase Order relates. For clarity, the applicable limitation of liability provision contained in the relevant agreement will apply to any claims or liabilities arising out of or related to this Purchase Order. Further, with respect to any software being licensed pursuant to this Purchase Order, the licensing and use of said software will be governed by the software licensing terms and conditions in the applicable software licensing agreement signed by the parties.

Project Owner:

Description	Qty	Cost	Estimated Costs
REALIZE EXPECTED SAVINGS, OR COST OF SUBSTITUTE GOODS OR SERVICES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF IT HAS BEEN ADVISED OF THE LIKELIHOOD OF THE OCCURRENCE OF SUCH LOSS OR DAMAGE OR SUCH LOSS OR DAMAGE IS FORSEEABLE AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.			

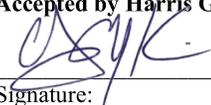
Thank you for your business!

## Estimated Costs

Upon completion and delivery of the services described in this Purchase Order, Harris Govern will request project closure and authorization to invoice from the Client. If a response is not provided by the Client within five (5) business days, Harris Govern will proceed to issue the invoice and close the project.

Payment due upon receipt of a valid invoice. The prices quoted in this Purchase Order are valid for 30 days from its issuance. A representative of Harris Govern will contact you to schedule the start date upon receipt of a signed Purchase Order. I have read the information outlined in this Purchase Order and authorize Harris Govern to perform the above tasks and acquire the equipment at the referenced costs. Please sign and return.

**Accepted by Harris Govern:**

  
Signature: \_\_\_\_\_ Date: 7/19/2022

Client Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

**Chang Kim**  
Printed Name \_\_\_\_\_ Title **VP of Sales & Marketing**

Email Address \_\_\_\_\_

Project Manager

Date \_\_\_\_\_



760 N. Watters Road, Suite 100  
Allen, TX 75013

Phone: 972-265-7300  
Fax: 214-722-0019

# Purchase Order

Date	PO #
7/5/2022	

Name / Address
Williamson County Tax Office 710 South Main- Suite 102 Georgetown, TX 78626

Ship To
Williamson County Tax Office 710 South Main- Suite 102 Georgetown, TX 78626

This Purchase Order, once executed by authorized representatives of each party, shall be incorporated as an exhibit to the relevant licensing, professional services, or support and maintenance agreement as executed by the parties to which the subject matter of this Purchase Order relates. For clarity, the applicable limitation of liability provision contained in the relevant agreement will apply to any claims or liabilities arising out of or related to this Purchase Order. Further, with respect to any software being licensed pursuant to this Purchase Order, the licensing and use of said software will be governed by the software licensing terms and conditions in the applicable software licensing agreement signed by the parties.

Project Owner:

Description	Qty	Cost	Estimated Costs

Thank you for your business!	<b>Estimated Costs</b>	\$4,700.00
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Upon completion and delivery of the services described in this Purchase Order, Harris Govern will request project closure and authorization to invoice from the Client. If a response is not provided by the Client within five (5) business days, Harris Govern will proceed to issue the invoice and close the project.

Payment due upon receipt of a valid invoice. The prices quoted in this Purchase Order are valid for 30 days from its issuance. A representative of Harris Govern will contact you to schedule the start date upon receipt of a signed Purchase Order. I have read the information outlined in this Purchase Order and authorize Harris Govern to perform the above tasks and acquire the equipment at the referenced costs. Please sign and return.

**Accepted by Harris Govern:**

 \_\_\_\_\_  
Signature: Date: 7/19/2022

Client Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

**Chang Kim** \_\_\_\_\_  
Printed Name Title VP of Sales & Marketing

Email Address \_\_\_\_\_

Project Manager

Date \_\_\_\_\_

**Commissioners Court - Regular Session**

17.

**Meeting Date:** 07/26/2022

Authorize entering into an Interlocal Agreement (ILA) with the WCCHD

**Submitted For:** Joy Simonton

**Submitted By:** Johnny Grimaldo, Purchasing

**Department:** Purchasing

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss, consider, and take appropriate action on entering into an Interlocal Agreement (ILA) with the Williamson County and Cities Health District for the purchase of First Responder Influenza Vaccines, in the amount of \$9,977.00, and authorizing the execution of the agreement.

**Background**

In the interest of promoting the public health and safety and supporting the County's operations, the Williamson County and Cities Health District (WCCHD) will provide an estimated 550 doses to the County at a cost of \$18.14 per dose to be administered by County personnel for the benefit of the following: Sheriff's Office/Corrections – 300 Doses, EMS/ Emergency Services Operations Departments – 250 Doses. A total of 550 total doses x \$18.14 will cost of \$9,977.00. The funding source is FY2023 01.0885.0885.004996 – Wellness Program. The point of contact is Shelley Loughrey.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

ILA Agreement with WCCHD

**Form Review**

**Inbox**

Purchasing (Originator)  
County Judge Exec Asst.  
Form Started By: Johnny Grimaldo  
Final Approval Date: 07/21/2022

**Reviewed By**

Joy Simonton  
Becky Pruitt

**Date**

07/20/2022 10:23 PM  
07/21/2022 09:34 AM  
Started On: 07/20/2022 03:40 PM

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

**RECITAL**

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

**AGREEMENT**

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

**1. Effective Date and Term**

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

**2. Influenza Vaccines for First Responders**

In the interest of promoting the public health and safety and supporting The County’s operations, the Health District will provide an estimated 550 doses to The County at a cost of \$18.14 per dose to be administered by county personnel for the benefit of the following:

- SO/Corrections – 300 Doses
- EMS/Emergency Services Operations Department – 250 Doses

550 total doses x \$18.14 for a cost of \$9,977.00

Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date The County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date The County receives an invoice for the goods or services [in this case may be in the form of an e-mail]. Interest charges for any overdue payments shall be paid to Health District in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that

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

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

### **3. Termination**

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

### **4. Notices**

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

*If to Williamson County:*

**Name:** Hon. Bill Gravell, Williamson County Judge

**Address:** 710 Main St.  
Georgetown, Texas 78626

*If to City of Health District:*

**Name:** Caroline Hilbert, MD, MPH, Executive Director

**Address:** 355 Texas Ave.  
Round Rock, Texas 78664

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

### **5. Miscellaneous**

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

- 5.2. This Agreement may be modified only by a writing duly executed by each of the Parties. Neither any representation or promise made after the execution of this Agreement, nor any modification or amendment of this Agreement, shall be binding on the Parties unless made in writing and duly executed by each of the Parties.
- 5.3. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision in this agreement and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.
- 5.4. The Parties mutually agree to act in good faith in the performance of this agreement.
- 5.5. Venue of this contract shall be Williamson County, Texas, and the law of the State of Texas shall govern.
- 5.6. This agreement may not be assigned.

**AGREED AND APPROVED;**

**WILLIAMSON COUNTY**

By: \_\_\_\_\_  
County Judge

Date: \_\_\_\_\_

**HEALTH DISTRICT**

By:  \_\_\_\_\_  
Authorized Representative

Date: 07/13/2022

**Commissioners Court - Regular Session**

**18.**

**Meeting Date:** 07/26/2022

Authorize Agreement for Wilco Virtual Health Fair 2022 with Health Fair Plus, LLC for Human Resources/ Benefits

**Submitted For:** Joy Simonton

**Submitted By:** Johnny Grimaldo, Purchasing

**Department:** Purchasing

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss, consider, and take appropriate action on authorizing the proposed agreement between Health Fair Plus, LLC in the amount of \$2,500.00 and Williamson County for one (1) week access October 3, 2022 through October 7, 2022 and authorizing the execution of the agreement.

**Background**

This agreement is needed to allow Human Resources staff to begin the setup of Wilco 2022 Virtual Benefits Fair, October 3 - October 7, 2022. The funding source is 01.0885.0885.004996 – Wellness Program. The point of contact is Shelley Loughrey.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Vendor Proposal

**Form Review**

**Inbox**

Purchasing (Originator)  
County Judge Exec Asst.  
Form Started By: Johnny Grimaldo  
Final Approval Date: 07/21/2022

**Reviewed By**

Joy Simonton  
Becky Pruitt

**Date**

07/21/2022 08:56 AM  
07/21/2022 09:35 AM  
Started On: 07/20/2022 03:41 PM



## Client Service Agreement – Virtual Event(s)

**CLIENT: Williamson County**  
**100 Wilco Way, Georgetown TX 78626**

**BILL TO: Williamson County**  
**ATTN: sloughrey@wilco.org**  
**100 Wilco Way, Georgetown TX 78626**

Services/Description	Date and Time	Rate
Base Price for a 1 Week Online Access w/no live events Monday through Friday, Oct. 3rd – Oct. 7th, 2022		\$2,500
	<b>Totals</b>	<b>\$2500</b>

**Cancellation Policy:** Once a service is booked and Health Fairs Plus begins building your health fair, there is a \$450 cancellation fee. If you cancel less than three weeks from your event, there is a 50% cancellation fee. Health Fairs Plus will bill the full amount for events cancelled one week or less from the event date. Payment terms are 30 days from Client's receipt of the invoice for undisputed invoices.

This agreement is made between Health Fairs Plus, LLC (“**HFP**”), having a business office at 5501 Merchants View Square, Haymarket VA 20169 and Williamson County (“**Client**”), having a business address of 100 Wilco Way, Georgetown TX 78626

This agreement is effective as of July 18, 2022 and will remain in effect through December 31, 2022.

Under the terms of this agreement, **HFP** will provide and manage an online wellness portal for the **Client’s** virtual event(s) at the fees shown for the selected services as described in Exhibit A attached. **HFP’s** online wellness portal (located at [www.employeewellnesshub.com](http://www.employeewellnesshub.com)) is an affiliate page of the Employee Wellness Hub (**EWH**). The **Client’s** wellness portal will be located at [www.employeewellnesshub.com/\"Client Name](http://www.employeewellnesshub.com/\)" (referred to as the **Client’s wellness portal**). A custom domain can be created and pointed to the **Client’s** wellness portal if so desired and the **Client** will be able to promote this domain to users.

**HFP** agrees to provide the **Client** a non-exclusive license to use the website and software in order to host, manage, track, and obtain reports for employee health/benefit fairs, challenges and wellness programs (consisting of **allowed users** – defined as any person allowed by the client to register on the **Client’s** wellness portal including but not limited to employees, employee spouses, dependents, associates, contractors, or anybody else who has permission from the **Client** to register and participate) under the following terms and conditions:  
Software and Data use

The software, designs, applications, data and other elements available on or through the **Client’s** wellness portal are the property of **HFP** and **EWH** and are protected by US trademark and copyright laws. Neither **Clients** nor **allowed users** may modify, sell, reproduced, data mine, mirror, or distribute in any matter or form the contents and/or graphics of the **client’s** wellness portal. **Allowed users** may view and export their own data entries and use the data for their own personal use, or for use in any wellness program organized by the **Client**. **Clients** may have access to all data entries by their **allowed users** as permitted by the laws governing the access and distribution of personal health and wellness information.

## Liability Terms and Conditions

Use of this site is at the **Client’s** and its **allowed user’s** own risk. The information, resources, and tools presented by **HFP** or **EWH** on client’s challenge page are for tracking, reporting, and educational purposes only. **HFP** and **EWH** provide general information and interpretations of data entered by the users of the site. This general information is NOT intended to diagnose any disease or condition, nor is it meant to be interpreted as any sort of recommendation of treatments of diseases or conditions. **Allowed users** are highly encouraged to consult with their primary care physician prior to participating in any health or wellness program (including but not limited to challenges, or programs that involve exercise, fitness, nutrition, and/or weight loss). **HFP** and **EWH** are not liable for any data entered into the **Client’s** challenge page by an **allowed user**. General information and interpretations are based on the data entered and may decrease in accuracy if inaccurate information is entered.

**HFP** and **EWH** are not liable for any actions or decisions made by the **Client** or its **allowed users** while participating in, or as a result of participating in a challenge on the **client’s** challenge page. **HFP** and **EWH** are not liable for any harm, loss, or damage (including but not limited to personal injury, income, profits, reputation, business, or data) that may be caused to the **Client** or its **allowed users** while participating in, or as a result of, participating in a challenge on the **Client’s** challenge page.

Privacy Policies

The **HFP** and **EWH** privacy policies and terms of use are listed on all pages of the Employee Wellness Hub and will be listed on the **Client's** page and cannot be removed by the **Client** or an **allowed user**. **Clients** may request to add additional terms and privacy information but cannot remove any policies or terms already stated. To view the current terms of use and privacy policies, please go to [www.employeehealthhub.com](http://www.employeehealthhub.com) and click on the links at the bottom of the page.

## **Trademark**

The Employee Wellness Hub site, software, graphics, and content are property of Health Fairs Plus and are protected by US trademark laws. Use of this wellness portal does not transfer any ownership or rights to the **Client** or its **allowed users**. Any use of the trademarks, names, logos, or content of the wellness portal is prohibited. By signing below, the **Client** acknowledges and agrees to all terms and conditions of this agreement. In addition, the **Client** agrees that these terms and conditions represent a fair allocation of the risks and liabilities. The parties who sign below have read and agreed to this document and are authorized to sign on behalf of their respective organizations.

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

Texas Law Applicable to Indemnification: All indemnifications or limitations of liability or statutes of limitations shall be to the extent authorized under Texas law and shall follow Texas law without modifying the County's rights.

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

Texas Prompt Payment Act Compliance: Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date Client 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 Client 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 Client'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.



## EXHIBIT A

### Base Price: \$2500

Everything you need to host an online event

- We build your customized site and a virtual health fair with up to 6 customizable feature rooms
- 10 live meeting link-ups with your benefit providers and/or wellness partners
- Event registrations, benefits document uploads, learning library
- Keep the portal open all week for access to the educational information and videos – ADD \$350)

## Add-ons

### Additional Live Meeting Links Over 10: \$100/each link

Have more than 10 benefit providers and/or wellness partners that need to attend your event? No problem. We are happy to create up to 30 live meeting link-ups to accommodate any and all of your wellness relationships.

### Health and Wellness Professionals: \$150 - \$550/hr. each

We can provide additional health and wellness professionals for webinars, 1-on-1 consulting, group classes and demos, or virtual chats. Categories include fitness, workouts, cooking demos, nutrition, stress management, yoga, financial, and more. Ask us for a full list of topics that are available.

### Additional Activities: \$150 - \$750 each

More social engagement always improves the attendance of an event. We are happy to create and implement employee challenges, passports programs, games (trivia, bingo, etc.), chat boards, quizzes, scavenger hunts, dance parties, happy hours, and other social items.

### Live Help: \$150/hr.

Health Fairs Plus can provide live event managers to help with questions, tech-support, manage games, or host other social engagement activities during your event.

### Prefer a Health Week?: Add \$900 to the base price

Why stop at one day? Spread your event out over a week and prolong the fun! A "Health Week" allows you to space out your live professionals and classes over several days so employees can participate in more of the services provided. **Ask about our Healthy Happy Hour to end your week!**

[info@healthfairsplus.com](mailto:info@healthfairsplus.com) 703-709-1002

**Commissioners Court - Regular Session**

19.

**Meeting Date:** 07/26/2022

Approval of Contract Renewal #2 with price increase for RFP #T2104

**Submitted For:** Joy Simonton

**Submitted By:** Kim Chappius, Purchasing

**Department:** Purchasing

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on authorizing the extension to RFP #T2104 Irrigation Maintenance and Repair Services contract renewal period #2 with American Irrigation Repair LLC for the same terms and conditions as the existing contract, but with a price increase per attached documentation and spreadsheet, for the 12-month term of October 1, 2022 through September 30, 2023.

**Background**

This is a continuation of contract under renewal option #2. The Facilities Management Department submitted a Vendor Performance Report stating the vendor met all county requirements and recommends renewal. The funding sources for this contract are: Facilities Dept. Lawn Service 0100-0509-4810; Maintenance Services 0100-0509-4500; Animal Shelter Maintenance Contracts 01.0545.0545.004500; Facility Maintenance and Repair 01.0545.0545.004510. Department Point of Contacts are Shantil Moore and Christi Stromberg.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

RENEWAL FORM AND TAB

**Form Review**

**Inbox**

Purchasing (Originator)  
County Judge Exec Asst.  
Form Started By: Kim Chappius  
Final Approval Date: 07/21/2022

**Reviewed By**

Joy Simonton  
Becky Pruitt

**Date**

07/20/2022 10:16 PM  
07/21/2022 09:27 AM  
Started On: 07/20/2022 08:36 AM



### Summary Agreement for Renewal of Williamson County Contract

Contract Number:	T2104	Department:	FACILITIES MANAGEMENT
Vendor Name:	AMERICAN IRRIGATION REPAIR LLC		
Purpose/Intended Use of Product or Service (summary): RENEWAL #2			
Type of Contract:	RFP	Start Date:	10/01/2022
Purchasing Contact:	KIM CHAPPIUS	End Date:	9/30/2023
Department Contact:	CHRISTI STROMBERG AND SHANTIL MOORE		

- Williamson County wishes to extend this bid/proposal with a price increase (as detailed in the attached spreadsheet) and same terms and conditions as the existing contract with American Irrigation Repair LLC.
- PLEASE INCLUDE THE FOLLOWING:
  - COMPLETED 1295 FORM; AND
  - RENEWED INSURANCE CERTIFICATE IF IT WAS REQUIRED IN BID/PROPOSAL.
- **Extend Contract for the 2nd of FOUR (4) ONE (1) year renewal option periods:**

Renewal Option Period 2	OCTOBER 1, 2022 – SEPTEMBER 30, 2023
Renewal Option Period 1	OCTOBER 1, 2021 – SEPTEMBER 30, 2022
Initial Contract Period	OCTOBER 1, 2019 – SEPTEMBER 30, 2020

**BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET FORTH AS STATED ABOVE**

Vendor American Irrigation Repair LLC  
 Name Justin Wilson  
 Title Manager  
 Signature [Signature]  
 Date 7/19/2022

Williamson County, 710 Main St., Georgetown, TX 78626  
 Bill Gravell, Jr  
 Williamson County Judge  
 Signature \_\_\_\_\_  
 Date \_\_\_\_\_



Purchasing Department

WILLIAMSON COUNTY AFFIDAVIT AUTHORIZED VENDOR REPRESENTATIVE

I hereby swear, affirm, and represent to Williamson County that my signature below represents that I am authorized to bind the bidder/proposer to fully comply with the pricing, terms and conditions for the Contract listed below and any extension thereof, if applicable.

Note: If Signature is by an agent, other than the Sole Proprietor(s) or an officer of a Corporation, Limited Liability Company, General Partner or a member of a General Partnership, a Power of Attorney or equivalent document must be submitted to the Williamson County Purchasing Department prior to being recommended for award of the contract or renewal.

Name of Company:	American Irrigation Repair LLC
Contact Person:	Justin Wilson
Phone:	512-943-6080
Email:	Justin@fixmyheads.com
Date:	7/19/2022
Printed Name:	Justin Wilson
Signature:	

**T2104 RFP Irrigation Maintenance and Repair Services**

Property	Quarterly Inspections, System Checks and Maintenance Cost FY20	Total Annual Maintenance (Quarterly cost x4)	Annual Backflow Inspection & Reporting Cost	Total Annual Cost	Quarterly Inspections, System Checks and Maintenance Cost FY23	Total Annual Maintenance (Quarterly cost x4)	Annual Backflow Inspection & Reporting Cost	Total Annual Cost	% of Total Price Increase
1032 – Cedar Park	249	996	87	1083	284	1136	97	1233	14%
1026 – CMF	333	1332	87	1419	379	1516	97	1613	14%
1064- CAC	221	884	87	971	251	1004	97	1101	13%
1000- Courthouse	249	996	87	1083	284	1136	97	1233	14%
1071- ESOC	333	1332	87	1419	379	1516	97	1613	14%
1047 – EXPO	249	996	75	1071	284	1136	97	1233	15%
Expo RV park	0	0	0	0	94	376	97	473	0%
1063- Facilities	124	496	87	583	141	564	97	661	13%
1080 – GTA	333	1332	87	1419	379	1516	97	1613	14%
1051- Tax Office	83	332	87	419	94	376	97	473	13%
1043 – ILoop	333	1332	87	1419	379	1516	97	1613	14%
1043-ILoop CY	83	332	87	419	94	376	97	473	13%
1062- Hutto	166	664	75	739	188	752	97	849	15%
1046- Jail/PG	277	1108	87	1195	315	1260	97	1357	14%
1066 – Jester	610	2440	87	2527	695	2780	97	2877	14%
1048 – JP4	111	444	87	531	126	504	97	601	13%
1009 – Justice Center	222	888	87	975	252	1008	97	1105	13%
1045- JJC	721	2884	87	2971	822	3288	97	3385	14%
1077 – NC	333	1332	87	1419	379	1516	97	1613	14%
1005/1006-RR	124	496	87	583	141	564	97	661	13%
1008 – SO	83	332	87	419	94	376	97	473	13%
1075- SOTC	124	496	87	583	141	564	97	661	13%
1033 – Taylor	124	496	75	571	141	564	97	661	16%
1073- TX Ave	111	444	87	531	126	504	97	601	13%
1090-Bob Phillips Bldg	0	0	0	0	94	376	97	473	0%
WCRAS	333	1332	87	1419	379	1516	97	1613	14%
<b>TOTAL</b>				<b>25768</b>				<b>30262</b>	

Labor Rates/Parts	Cost (licensed technician / laborer) Original Awarded (2019)	Cost (licensed technician / laborer) FY23	% of Total Price Increase
Repair/Service Call Labor rate only	64.50/46.20	74 / 53	15%
Emergency Repair – Business Hours	84.50/66.20	96 / 76	14%
Emergency Repair – After House/Nights	104.50/86.20	119 / 98	14%
Labor Rate for Minor Installations	64.50/46.20	74 / 53	15%
Parts to be charged at: (% discount off list price)	25	25	0%

**Commissioners Court - Regular Session**

20.

**Meeting Date:** 07/26/2022

Approval of Agreement for Recycling Dumpster with Paper Retriever of Texas, LLC for Facilities Management

**Submitted For:** Joy Simonton

**Submitted By:** Kim Chappius, Purchasing

**Department:** Purchasing

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss, consider, and take appropriate action on approving the Agreement and Addendum A, with Paper Retriever of Texas, LLC., for Recycling Dumpster Collection and Fees, for disposal services of nine (9) recycling dumpsters, per the Williamson County locations and frequencies identified in Addendum A. The initial three (3) year agreement will commence October 01, 2022, through September 30, 2025.

**Background**

This service agreement is for collection services for nine (9) recycling dumpsters located throughout Williamson County Buildings, as identified in Addendum A, as part of the Commercial Service Agreement for FY 22 Paper Retriever – Recycling Dumpster Collection and Fees in the amount of \$879.00 per month and authorizing execution of the agreement. The total amount to follow for FY24 and FY 25 are \$969m/\$11,628yr and \$1,089m/\$13,068yr. Three (3) vendors were contacted for quotes, the only quote received was from Paper Retriever of Texas LLC. The initial three (3) year agreement will commence October 01, 2022, through September 30, 2025. The budget funding source is 01.0100.0509.04990. The department contacts are Shantil Moore or Christi Stromberg.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Agreement and Addendum A

**Form Review**

**Inbox**

Purchasing (Originator)  
County Judge Exec Asst.  
Form Started By: Kim Chappius  
Final Approval Date: 07/21/2022

**Reviewed By**

Joy Simonton  
Becky Pruitt

**Date**

07/21/2022 11:27 AM  
07/21/2022 11:28 AM  
Started On: 07/20/2022 09:19 AM

# COMMERCIAL SERVICE AGREEMENT

## "Schedule A"

CUSTOMER SITE DETAILS		CUSTOMER BILLING DETAILS		SERVICE AGREEMENT DETAILS	
SITE NAME:	REFERENCE ADDENDUM A	BILLING NAME:	WILLIAMSON COUNTY	CSA#:	0419-11417
CONTACT:	Shantil Moore	CONTACT:	Shantil Moore	SALESPERSON:	George Ward Jr.
PHONE:	512-943-1523	PHONE:	512-943-1523	INITIAL TERM (MONTHS):	36
CELL:		CELL:		EFFECTIVE DATE:	October 1, 2022
FAX:	512-930-3313	FAX:	512-930-3313	BILLING CYCLE:	Monthly
EMAIL:	shantil.moore@wilco.org	EMAIL:	shantil.moore@wilco.org	BILLING START DATE:	October 1, 2022
SITE ADDRESS:	REFERENCE ADDENDUM A	BILLING ADDRESS:	3101 Southeast Inner Loop Attention: Contracts Manager	SERVICE DESCRIPTION:	Price/Service Increase
CITY, STATE, ZIP:	REFERENCE ADDENDUM A			DELIVERY DATE:	Already in place

EQUIPMENT, SERVICE, AND RATE SPECIFICATIONS								
QTY.	SIZE (YARDS)	SERVICE TYPE	DISPOSAL TYPE	MONTHLY SERVICE RATE	PICKUP FREQUENCY	EXTRA PICKUP RATE	ADDITIONAL ONE-TIME FEE	ENVIRONMENTAL FEE
9	7	Front-End Load	Eco - Fiber	\$879.00	REFERENCE ADDENDUM A	\$50.00	\$0.00	Waived
BOX PLACEMENT INSTRUCTIONS:		Bin on site						
ADDITIONAL COMMENTS: <small>(Including Amendments to Terms and Conditions)</small>		ECO-FIBER Program – Cardboard and Paper, anything that rips or tears is acceptable. Thank you for continuing with our recycling program. This agreement outlines our service commitment and rates as agreed by Paper Retriever of Texas, LLC and Williamson County for the sites on the attached Addendum A. Also note pricing for years 2 & 3 in Addendum A.						

**TERMS AND CONDITIONS BELOW**

This is a legally binding contract. Contractor agrees to provide and customer agrees to accept and pay for the services and equipment at the rates and frequency set forth in this agreement and subject to the terms and conditions on the back.

CUSTOMER - WILLIAMSON COUNTY			
CUSTOMER NAME PRINT	CUSTOMER TITLE	E-BILLING FOR FUTURE INVOICES?	AUTOPAY UPON FIRST INVOICE?
AUTHORIZED CUSTOMER SIGNATURE			DATE
CONTRACTOR - Paper Retriever of Texas, LLC.			
SALESPERSON NAME PRINT	SALESPERSON SIGNATURE	DATE	
<i>George Ward Jr</i>	<i>George Ward Jr</i>	6/23/22	
MANAGER APPROVAL			DATE

## TERMS AND CONDITIONS

CSA# 0419-11432

This Agreement is made between Paper Retriever of Texas, LLC., ("PRT") located at 7510 Grissom Rd., San Antonio, TX 78251 and the Customer described on Schedule A ("Customer") on the following terms and conditions:

In this Agreement, the following terms will have the meaning set forth below (i) Customer Locations – refers to all of the properties, whether owned, leased or controlled by Customer or any of its affiliates, which are listed on Schedule A; (ii) Disposal Type, hereinafter referred to as "Recyclable Materials," means materials from Customer Locations expressly authorized on Schedule A that may include newspaper, magazines, office papers, cardboards, phone books, and other forms of books and mail, but expressly excluding any glass, metal, or plastic materials and any material contaminated by food, and any other non-fiber recyclable materials. PRT may, from time to time, issue a current Yes-No Recycling Flyer or Acceptables/Unacceptables Listing that Customer must adhere to. Any materials other than those expressly authorized on Schedule A will be considered to be non-recyclable and shall hereinafter be referred to as Contaminants; (iii) "Hazardous Waste" – includes but is not limited to any amount of waste listed or characterized as hazardous or special by the United States Environmental Protection Agency or any state agency pursuant to the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. §9601 et seq., the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act., 42 U.S.C. 6901 et seq (as such Acts may be amended from time to time) or any other applicable federal or state law; and (iv) "schedule A" means the schedule A to this Recycling Service Agreement which appears on the reverse side of this Agreement and forms an integral part hereof.

- 1) This Agreement will begin on the Effective Date agreed to on Schedule A and will continue for the term defined and agreed upon on Schedule A. This Agreement will automatically renew for successive like terms without any action from the parties, unless either party submits prior written notice to the other party at least ninety (90) days, but not more than one hundred and twenty (120) days, prior to the expiration of the initial or any subsequent terms. Notwithstanding anything to the contrary herein, PRT may, at its option and without any liability whatsoever, terminate this Agreement prior to the end of its term by transmitting a written notice to the Customer at least thirty (30) days in advance.
- 2) **Termination for Convenience:** This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving thirty (30) days written notice thereof. In the event of termination, The County will only be liable for its pro rata share of services rendered and goods actually received.
- 3) PRT will, on an exclusive basis, provide the following services (collectively described as the "Equipment, Service, And Rate Specifications"), either directly or through an affiliate or subcontractor (i) collect the Recyclable Materials from the Customer Locations; and (ii) supply to Customer the equipment listed in Schedule A (as amended from time to time, the "equipment"). Title to the Equipment will remain with PRT at all times but Customer will, upon delivery, keep it free and clear of all liens and Customer will also provide unobstructed access to the Equipment. If any lien or charges attach to the Equipment, Customer shall promptly procure a release of said lien and defend and indemnify PRT against all claims, damages, and expenses of any kind related to said liens or charges. Upon termination of this Agreement, Customer will immediately return the Equipment to PRT in the same condition as received except for normal wear and tear. Customer shall not overload (in weight or volume) or move the Equipment, or make any alterations or improvements to the Equipment and Customer shall use the Equipment only for the proper purposes for which it is intended. Customer shall be solely responsible and will reimburse PRT for any damages to the Equipment while on Customer's premises. **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.
- 4) In consideration for the Services under this Agreement, Customer agrees to pay to PRT the fees agreed on Schedule A, plus all applicable taxes. The Effective Date within Schedule A will dictate the effective date for monthly charges. PRT will generate a monthly statement for the Services rendered during the prior month. Customer will pay the entire amount owing under the statement within thirty (30) days from the statement date. The collection pickup frequency and disposal type(s) allowed shall be listed in Schedule A. TEX. CONST. art. III, § 52 ("The Legislature shall have no power to authorize any county, city, town or other political corporation or subdivision of the State to lend its credit or to grant public money or thing of value in aid of, or to any individual, association or corporation whatsoever ..."). In the event that this Agreement is terminated prior to the completion of the initial Term (and any subsequent Term after) for any reason other than a default by PRT or termination for convenience by PRT, Customer shall pay to PRT, as liquidated damages, and not as a penalty (i) an amount equal to the average total monthly fees and rents multiplied by the lesser of the number of months remaining in the term or 6 months, a removal fee of \$100 per bin/container/compactor forming part of the Equipment provided by PRT to Customer and (ii) if a bin/container/compactor forming part of the Equipment provided by PRT to Customer has been leased by PRT from a third party vendor and the number of months remaining under such lease is greater than 6 months as of the date of termination, an amount equal to any remaining rental obligations for such Equipment. Customer acknowledges that this liquidated damages clause is reasonable in light of the significant investment in equipment, time and effort undertaken by PRT to engage and commence services for the Customer under this Agreement and the costs that will be incurred by PRT due to an early termination.
- 5) PRT may pass through certain cost increases directly to the Customer to adjust for increases in fuel costs and costs due to changes in local, state, or federal rules, ordinances or regulations, and changes in taxes, fees or other governmental charges (other than taxes imposed on PRT's income or real property). Such fees may also be adjusted by PRT to reflect changes in service levels, material/disposal type or equipment type, size or quantity.
- 6) Customer represents and warrants that all Recyclable Materials collected by PRT hereunder: (i) will be free and clear of any liens and encumbrances, and (ii) will be free from any Hazardous Waste and (iii) free of Contaminants. Customer acknowledges that PRT does not handle Hazardous Waste of any kind and Customer hereby undertakes to indemnify, defend, and hold PRT harmless from and against any and all claims, including without limitation, any cleanup and remediation costs, resulting or relating from any material collected with, containing or contaminated by Hazardous Waste deposited in the Equipment. In addition to Hazardous Waste cleanup/remediation, should Contaminants in any load exceed 5% of the Recyclable Materials (by weight or volume), Customer shall not be paid any rebate for the Recyclable Materials in the load. PRT may reject, tender and/or return to Customer, at Customer's expense, any material containing Hazardous Waste. Customer shall bear full responsibility and pay all expenses and costs incurred (including but not limited to removal, decontamination, transportation, remediation, proper treatment and disposal, and any fines and penalties) with respect to such Hazardous Waste and any other material contaminated therewith, whether from the transfer and/or disposal facility(ies), the Customer's property, third party property or equipment or PRT's (or its contractor's) vehicles or equipment. Customer shall be responsible for any and all damages to its pavement, including to pavement, curbing or other driving surfaces, resulting from the vehicles or the equipment used in providing the Services providing any such damage is not the result of negligence on the part of the driver.
- 7) To the extent authorized under Texas law, Customer shall indemnify and hold PRT (and its officers, agents, and employees) harmless from all liability arising out of the performance of services under this Agreement for (i) personal or bodily injury to or death of any person (including the Customer's employees) or (ii) damage to or destruction of any property or Equipment, sustained by any person or entity, when such injury, death, damage or destruction results from, arises out of, is caused by or contributed to by the negligent act or omission, breach of law, or breach of this Agreement on the part of the Customer (or its officers, agents, or employees). PRT's aggregate liability, if any, arising out of this Agreement shall not exceed the aggregate fees paid to PRT by Customer, regardless of whether recovery is sought in contract, tort, statute or otherwise.
- 8) The performance of any obligation (other than payment obligations) under this Agreement may be suspended by either party without liability to the extent such performance is prevented by an act of God, war, riot, fire, explosion, accident, flood, sabotage, inability to obtain fuel, power, materials or equipment, governmental law, regulation or order, or any other cause beyond the reasonable control of such party; or any labor trouble, strike, lockout or injunction (whether or not such labor event is within reasonable control of such party). The affected party will promptly notify the other of the nature and estimated duration of the suspension period.
- 9) If a party fails to comply with this Agreement and does not remedy (to the extent it can be remedied) such default within thirty (30) business days after receipt of a written notice specifying the nature of such failure, the non-defaulting party may, at its sole option, without judicial proceedings and without prejudice to any other recourse available under this Agreement or at law, terminate this Agreement by giving a thirty (30) day notice thereof.
- 10) All representations, warranties and indemnification obligations contained herein shall survive the termination of this Agreement.
- 11) Any notice provided under this Agreement shall be in writing and sent by certified mail, return receipt requested, postage prepaid and sent to the address indicated in Schedule A for the relevant party.
- 12) This Agreement shall be binding upon the successors and assigns of the parties. Customer shall not assign its rights under this Agreement without PRT's prior written consent. PRT shall be entitled to assign its rights under this Agreement.

**Addendum A - CSA 0419-11417 - Williamson County**

Dumpster Wilco Bldg Name	Recycling Dumpster Bldg Address	City, State, Zip	Current Pickup Date	# of Containers	Frequency	FY 23	FY 24	FY 25		
						ECO-FIBER Monthly Charges	ECO-FIBER Monthly Charges	ECO-FIBER Monthly Charges		
Justice Center	405 Martin Luther King Blvd	Georgetown, TX 78628	Friday	1	Weekly	\$ 135.00	\$ 149.00	\$ 167.00		
Central Maintenance Facility	3151 South East Inner Loop	Georgetown, TX 78628	Friday	1	Weekly	\$ 135.00	\$ 149.00	\$ 167.00		
Cedar Park Annex	350 Discover Blvd	Cedar Park, TX 78613	Thursday	1	Monthly	\$ 79.00	\$ 87.00	\$ 98.00		
Taylor Annex	412 Vance Street	Taylor, TX 76574	Friday	1	Monthly	\$ 79.00	\$ 87.00	\$ 98.00		
Inner Loop Annex	301 South East Inner Loop	Georgetown, TX 78628	Friday	1	Weekly	\$ 135.00	\$ 149.00	\$ 167.00		
Round Rock Jester Annex	1801 East Old Settler Blvd	Round Rock, TX 78664	Thursday	1	Monthly	\$ 79.00	\$ 87.00	\$ 98.00		
Texas Ave	355 Texas Ave	Round Rock, TX 78664	Friday	1	Monthly	\$ 79.00	\$ 87.00	\$ 98.00		
EMS Training	3189 South East Inner Loop	Georgetown, TX 78626	Friday	1	Monthly	\$ 79.00	\$ 87.00	\$ 98.00		
Georgetown Annex	100 Wilco Way	Georgetown TX 78626	Friday	1	Monthly	\$ 79.00	\$ 87.00	\$ 98.00		
<b>Tot</b>						<b>9</b>	<b>Total Monthly Cost</b>	<b>\$ 879.00</b>	<b>\$ 969.00</b>	<b>\$ 1,089.00</b>

Date Range for effective rates 10/1/22 - 9/30/25

Customer - Williamson County

Contractor - Paper Retriever of Texas, LLC.

Customer Print Name \_\_\_\_\_

Salesperson Print Name George Ward Jr.

Authorized Customer Signature \_\_\_\_\_

Signature AWD

Date \_\_\_\_\_

Date 6/14/22

**Commissioners Court - Regular Session**

21.

**Meeting Date:** 07/26/2022

Approval of Renewal #4 for RFP 1806-243 ATM Services with Preferred ATM Services, LLC for Facilities Management

**Submitted For:** Joy Simonton

**Submitted By:** Kim Chappius, Purchasing

**Department:** Purchasing

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on approving the extension of ATM Services Contract #1806-243, renewal option #4, for the same pricing, terms and conditions as the existing contract for the term of September 11, 2022 - September 10, 2023 with Preferred ATM Services, LLC.

**Background**

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

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

- 1806-243 ATM Location Agreement-Original
- Renewal #1
- Renewal #2
- Renewal #3
- Renewal #4

**Form Review**

**Inbox**

Purchasing (Originator)  
 County Judge Exec Asst.  
 Form Started By: Kim Chappius  
 Final Approval Date: 07/21/2022

**Reviewed By**

Joy Simonton  
 Becky Pruitt

**Date**

07/21/2022 08:59 AM  
 07/21/2022 09:33 AM  
 Started On: 07/20/2022 03:03 PM

**AUTOMATED TELLER MACHINE LOCATION AGREEMENT**

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

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

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

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

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

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

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

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

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

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

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

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

**AUTOMATED TELLER MACHINE LOCATION AGREEMENT**

**LESSOR and LESSEE hereby agree that:**

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

AUTOMATED TELLER MACHINE LOCATION AGREEMENT

**LESSEE**

**PREFERRED ATM SERVICES LLC**

BY: [Signature]

PRINT NAME: Joe SAVAGE

TITLE: Owner

DATE: 9-4-18

**LESSOR**

**WILLIAMSON COUNTY, TEXAS**

BY: [Signature]

PRINT NAME: DAR A GATTO

TITLE: County Judge

DATE: 09-18-2018

E

### PRICE SHEET

#### THIS FORM MUST BE COMPLETED AND RETURNED WITH PROPOSAL

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

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

Example: Customer Transaction Fee: \$ .00  
Commission to Respondent: \$ .00  
Commission to County: \$ .00

ATM Customer Transaction Fee (Non-Member): 3.00

Commission to Respondent: 2.40

Commission to Williamson County: .60

ATM Customer Transaction Fee (Member if applicable): NA

Commission to Respondent: NA

Commission to Williamson County: NA

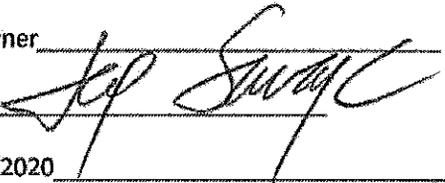
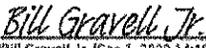
70418  
JG



<b>Purchase/Contract Type:</b>	Services	<b>Department:</b>	Facilities
<b>Vendor Name:</b>	Preferred ATM Services, LLC		
<b>Vendor Address:</b>	1530 Sun City Blvd., Suite 120, PMB480, Georgetown, Texas 78633		
<b>Purpose/Intended Use of Product or Service (summary):</b>			
ATM Services			
<b>P.O./Contract Number:</b>	1806-243	<b>Effective Date:</b>	09/11/2019
<b>Purchaser/Contract Specialist:</b>	Dianne West	<b>Expiration Date:</b>	09/11/2020
<b>Requested By:</b>	Christi Stromberg, Assistant Facilities Department Director, Building Maintenance		
<b>Detailed description of renewal of product and/or service.</b>			
<ul style="list-style-type: none"> <li>Williamson County wishes to extend this bid/proposal for the same pricing, terms and conditions as the existing contract.</li> <li>PLEASE INCLUDE THE FOLLOWING:             <ul style="list-style-type: none"> <li>COMPLETED TEXAS ETHICS COMMISSION FORM 1295; AND</li> <li>RENEWED INSURANCE CERTIFICATE IF IT WAS REQUIRED IN BID/PROPOSAL.</li> </ul> </li> <li>Extend Contract for the 1<sup>st</sup> of two (2) one year renewal option periods:</li> </ul>			
Renewal Option Period 1	September 11, 2019 – September 10, 2020		
Initial Contract Period	September 11, 2018 – September 10, 2019		
<b>BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET OUT HEREIN</b>			
Vendor	<u>Preferred ATM Services LLC</u>	Williamson County, 710 Main St., Georgetown, TX 78626	
Name	<u>Joe Savage</u>	Bill Gravel	
Title	<u>Partner</u>	Williamson County Judge	
Signature	<u>[Signature]</u>	Signature <u>[Signature]</u>	
Date	<u>1-13-20</u>	Date <u>1/28/20</u>	

**Summary Agreement for Renewal of Williamson County Contract**



<b>Purchase/Contract Type:</b>	Services	<b>Department:</b>	Facilities
<b>Vendor Name:</b>	Preferred ATM Services, LLC		
<b>Vendor Address:</b>	1530 Sun City Blvd., Suite 120, PMB480, Georgetown, Texas 78633		
<b>Purpose/Intended Use of Product or Service (summary):</b>			
ATM Services			
<b>P.O./Contract Number:</b>	1806-243	<b>Effective Date:</b>	09/11/2020
<b>Purchaser/Contract Specialist:</b>	Dianne West	<b>Expiration Date:</b>	09/10/2021
<b>Requested By:</b>	Christi Stromberg, Assistant Facilities Department Director, Building Maintenance		
<b>Detailed description of renewal of product and/or service.</b>			
<ul style="list-style-type: none"> <li>Williamson County wishes to extend this bid/proposal for the same pricing, terms and conditions as the existing contract.</li> <li>PLEASE INCLUDE THE FOLLOWING: <ul style="list-style-type: none"> <li>COMPLETED TEXAS ETHICS COMMISSION FORM 1295; AND</li> <li>RENEWED INSURANCE CERTIFICATE IF IT WAS REQUIRED IN BID/PROPOSAL.</li> </ul> </li> <li>Extend Contract for the 2<sup>nd</sup> of four (4) one year renewal option periods: <ul style="list-style-type: none"> <li>Renewal Option Period 2                      September 11, 2020 – September 10, 2021</li> <li>Renewal Option Period 1                      September 11, 2019 – September 10, 2020</li> <li>Initial Contract Period                        September 11, 2018 – September 10, 2019</li> </ul> </li> </ul>			
<b>BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET OUT HEREIN</b>			
Vendor Preferred ATM Services LLC _____	Williamson County, 710 Main St., Georgetown, TX 78626		
Name <u>Joe Savage</u>	Bill Gravell		
Title <u>Co-Owner</u>	Williamson County Judge		
Signature 	Signature  <small>Bill Gravell Jr. (Sep 1, 2020 14:18 CDT)</small>		
Date <u>08/12/2020</u>	Date <u>Sep 1, 2020</u>		

**Summary Agreement for Renewal of Williamson County Contract**



## Summary Agreement for Renewal of Williamson County Contract

<b>Purchase/Contract Type:</b>	Services	<b>Department:</b>	Facilities								
<b>Vendor Name:</b>	Preferred ATM Services, LLC										
<b>Vendor Address:</b>	1530 Sun City Blvd., Suite 120, PMB480, Georgetown, Texas 78633										
<b>Purpose/Intended Use of Product or Service (summary):</b>											
ATM Services											
<b>P.O./Contract Number:</b>	1806-243	<b>Effective Date:</b>	09/11/2021								
<b>Purchaser/Contract Specialist:</b>	Dianne West	<b>Expiration Date:</b>	09/10/2022								
<b>Requested By:</b>	Christi Stromberg, Assistant Facilities Department Director, Building Maintenance										
<b>Detailed description of renewal of product and/or service.</b>											
<ul style="list-style-type: none"> <li>• Williamson County wishes to extend this bid/proposal for the same pricing, terms and conditions as the existing contract, with the exception of the updated Automated Teller Machine Locations listing identified in the attachment herein as if copied in full.</li> <li>• PLEASE INCLUDE THE FOLLOWING:               <ul style="list-style-type: none"> <li>- COMPLETED TEXAS ETHICS COMMISSION FORM 1295; AND</li> <li>- RENEWED INSURANCE CERTIFICATE IF IT WAS REQUIRED IN BID/PROPOSAL.</li> </ul> </li> <li>• Extend Contract for the 3<sup>rd</sup> of four (4) one year renewal option periods:               <table style="width: 100%; margin-left: 20px;"> <tr> <td style="width: 30%;">Renewal Option Period 3</td> <td>September 11, 2021 – September 10, 2022</td> </tr> <tr> <td>Renewal Option Period 2</td> <td>September 11, 2020 – September 10, 2021</td> </tr> <tr> <td>Renewal Option Period 1</td> <td>September 11, 2019 – September 10, 2020</td> </tr> <tr> <td>Initial Contract Period</td> <td>September 11, 2018 – September 10, 2019</td> </tr> </table> </li> </ul>				Renewal Option Period 3	September 11, 2021 – September 10, 2022	Renewal Option Period 2	September 11, 2020 – September 10, 2021	Renewal Option Period 1	September 11, 2019 – September 10, 2020	Initial Contract Period	September 11, 2018 – September 10, 2019
Renewal Option Period 3	September 11, 2021 – September 10, 2022										
Renewal Option Period 2	September 11, 2020 – September 10, 2021										
Renewal Option Period 1	September 11, 2019 – September 10, 2020										
Initial Contract Period	September 11, 2018 – September 10, 2019										
<b>BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET OUT HEREIN</b>											
Vendor	<u>Preferred ATM Services LLC</u>	Williamson County, 710 Main St., Georgetown, TX 78626									
Name	<u>Joe SAVAGE</u>	Bill Gravel									
Title	<u>Co-Owner</u>	Williamson County Judge									
Signature	<u>[Signature]</u>	Signature	_____								
Date	<u>8-10-21</u>	Date	_____								

## Automated Teller Machine Locations

Contract Number 1806-243

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

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



Purchasing Department

### Summary Agreement for Renewal of Williamson County Contract

<b>Contract Number:</b>	1806-243	<b>Department:</b>	FACILITIES MANAGEMENT										
<b>Vendor Name:</b>	PREFERRED ATM SERVICES, LLC												
<b>Purpose/Intended Use of Product or Service (summary):</b>													
RENEWAL #4 OF ATM SERVICES													
<b>Type of Contract:</b>	RFP	<b>Start Date:</b>	9/11/2022										
<b>Purchasing Contact:</b>	KIM CHAPPIUS	<b>End Date:</b>	9/10/2023										
<b>Department Contact:</b>	SHANTIL MOORE AND CHRISTI STROMBERG												
<ul style="list-style-type: none"> <li>Williamson County wishes to extend this bid/proposal for the same pricing, terms, and conditions as the existing contract, with the exception of the updated Automated Teller Machine Locations listing identified in the attachment herein as if copied in full.</li> <li>PLEASE INCLUDE THE FOLLOWING:             <ul style="list-style-type: none"> <li>COMPLETED 1295 FORM; AND</li> <li>RENEWED INSURANCE CERTIFICATE IF IT WAS REQUIRED IN BID/PROPOSAL.</li> </ul> </li> <li><b>Extend Contract for the 4<sup>th</sup> of FOUR (1) year renewal option periods:</b> <table border="0"> <tr> <td>Renewal Option Period 4</td> <td>September 11, 2022- September 10, 2023</td> </tr> <tr> <td>Renewal Option Period 3</td> <td>September 11, 2021- September 10, 2022</td> </tr> <tr> <td>Renewal Option Period 2</td> <td>September 11, 2020 - September 10, 2021</td> </tr> <tr> <td>Renewal Option Period 1</td> <td>September 11, 2019 - September 10, 2020</td> </tr> <tr> <td>Initial Contract Period</td> <td>September 11, 2018 - September 10, 2019</td> </tr> </table> </li> </ul>				Renewal Option Period 4	September 11, 2022- September 10, 2023	Renewal Option Period 3	September 11, 2021- September 10, 2022	Renewal Option Period 2	September 11, 2020 - September 10, 2021	Renewal Option Period 1	September 11, 2019 - September 10, 2020	Initial Contract Period	September 11, 2018 - September 10, 2019
Renewal Option Period 4	September 11, 2022- September 10, 2023												
Renewal Option Period 3	September 11, 2021- September 10, 2022												
Renewal Option Period 2	September 11, 2020 - September 10, 2021												
Renewal Option Period 1	September 11, 2019 - September 10, 2020												
Initial Contract Period	September 11, 2018 - September 10, 2019												
<b>BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET FORTH AS STATED ABOVE</b>													
Vendor	<u>Preferred ATM Services LLC</u>	Williamson County, 710 Main St., Georgetown, TX 78626											
Name	<u>Joe SAVAGE</u>	Bill Gravell, Jr											
Title	<u>OWNER</u>	Williamson County Judge											
Signature	<u>[Signature]</u>	Signature _____											
Date	<u>7-18-22</u>	Date _____											



**FY 23 – Williamson County - Automated Teller Machine (ATM) Locations  
RFP 1806-243-Renewal #4**

<b>Building Name</b>	<b>Address</b>	<b>City</b>	<b>State</b>	<b>Zip</b>
Round Rock Jester	1801 E Old Settlers Blvd	Round Rock	TX	78664
Cedar Park Annex	350 Discovery Blvd	Cedar Park	TX	78613
Georgetown Annex	100 Wilco Way	Georgetown	TX	78626
Taylor Annex	211 W 6th	Taylor	TX	76374
Justice Center	405 MLK St	Georgetown	TX	78626
Georgetown Tax Office	904 S. Main Street	Georgetown	TX	78626
Expo Center (when requested)	5350 Bill Pickett Trail	Taylor	TX	76574
Expo Pavilion (added location for FY23)	5350 Bill Pickett Trail	Taylor	TX	76574

**Commissioners Court - Regular Session**

**22.**

**Meeting Date:** 07/26/2022

Bob Phillips Remodel (P580) – The Roof Co Waco LLC Change Order 1

**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. 1 for the Williamson County Bob Phillips Building Remodel Project (P580). This is a no-cost change order to increase substantial completion by twenty days. Funding Source is P580.

**Background**

This change order is for twenty additional days to substantial completion for scope changes at the Bob Phillips Building Remodel Project (P580). 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 P580.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

CO1-The Roof Co

**Form Review**

**Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Wendy Danzoy

Final Approval Date: 07/21/2022

**Reviewed By**

Hal Hawes

Becky Pruitt

**Date**

07/20/2022 04:40 PM

07/21/2022 09:30 AM

Started On: 07/20/2022 02:41 PM

**Change Order**

No. 1

Date of Issuance: 6/20/2022

Project: <u>Bob Phillips Building Remodel</u>	Contract Name:
Owner: <b>Williamson County</b>	
	Date of Contract: <u>April 19th, 2022</u>
Contractor: <u>The Roof Co. Waco LLC</u>	Project No.: _____

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

Description:  
-Attachment Bob Phillips Remodel Change Order 1 "Scope Change"

**Attachments (list documents supporting change):**

<b>CHANGE IN CONTRACT PRICE:</b>	<b>CHANGE IN CONTRACT TIMES:</b>
Original Contract Price:  \$ <u>\$147,000.00</u>	Original Contract Times:  Substantial completion (days or date): <u>90 (July 20th, 2022)</u> Final Completion (days or date): <u>30 (August 19th, 2022)</u>
Contract Price prior to this Change Order:  \$ <u>\$147,000.00</u>	Contract Times prior to this Change Order:  Substantial completion (days or date): <u>90 (July 20th, 2022)</u> Final Completion (days or date): <u>30 (August 19th, 2022)</u>
<b>Increase/Decrease</b> of Contract Price under this Change Order:  \$ <u>NO increase or decrease</u>	<b>Increase/Decrease</b> of days under this Change Order: <u>20</u> <i>AA</i>  Substantial completion (days or date): <u>20 (August 9th, 2022)</u> Final Completion (days or date): <u>(September 8th, 2022)</u>
Contract Price incorporating this Change Order:  \$ <u>\$147,000.00</u>	Contract Times with all approved Change Orders:  Substantial completion (days or date): <u>110 (August 9th, 2022)</u> Final Completion (days or date): <u>(September 8th, 2022)</u>

**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: Tracy H. Jaggis

Signature: [Handwritten Signature]

Date: 7/14/22, 2022

Accepted:

Contactoer

By: Austin Montgomery

Signature: Austin Montgomery

Date: June 20, 2022

Accepted:

Owner:

By: Tracy H. Jaggis

Signature: [Handwritten Signature]

Date: 7/14/22, 2022

DATE: 6/20/2022



THE ROOF CO. WACO  
3605 FRANKLIN AVE. WACO, TX 76710  
www.theroofcowaco.com  
254-651-1776

To: Williamson County  
Ref: Bob Phillips Remodel Change Order 1 "Scope Change"

Williamson County has requested the following:

- Install 30-year Atlas Pewter shingles in lieu of metal shingles  
**Deduct \$18,461.54**
  
- Replace all soffit, fascia, and drip edge trim with Hardie in lieu of like kind materials  
**Increase \$12,277.54**
  
- Demo existing chimney chase cover and re-frame deck roof to be flush  
**Increase \$2,398.00**
  
- Install new continuous ridge vent in lieu of turtle vents  
**Increase \$1,336.00**
  
- Demo (1) additional wall and framing in basement  
**Increase \$1,500.00**
  
- Demo pergola  
**Increase \$950.00**

**TOTAL DEDUCTION: \$18,461.54**

**TOTAL INCREASE: \$18,461.54**

**BALANCE: \$0.00**

**Commissioners Court - Regular Session**

**23.**

**Meeting Date:** 07/26/2022

Bob Phillips Remodel (P580) – The Roof Co Waco LLC Change Order 2

**Submitted For:** Dale Butler

**Submitted By:** Wendy Danzoy, Facilities Management

**Department:** Facilities Management

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on accepting a report from The Roof Co Waco LLC, Change Order No. 2 for the Williamson County Bob Phillips Building Remodel Project (P580) for \$26,284.32 and to increase substantial completion by thirty days. Funding Source is P580.

**Background**

This change order is for additional scope of work requested at the Bob Phillips Building Remodel Project (P580) for \$26,284.32 and an additional thirty days for substantial completion. 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 P580.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

CO2-The Roof Co

**Form Review**

**Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Wendy Danzoy

Final Approval Date: 07/21/2022

**Reviewed By**

Hal Hawes

Becky Pruitt

**Date**

07/20/2022 04:40 PM

07/21/2022 09:31 AM

Started On: 07/20/2022 03:00 PM

# Change Order

No. 2

Date of Issuance: 6/23/2022

Project: <u>Bob Phillips Building Remodel</u>	Contract Name: _____ _____
Owner: <b>Williamson County</b>	Date of Contract: <u>April 19th, 2022</u>
Contractor: <u>The Roof Co. Waco LLC</u>	Project No.: _____

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

Description:  
-Attachment Bob Phillips Remodel Change Order 2 "Additional Work"  
\_\_\_\_\_  
\_\_\_\_\_

**Attachments (list documents supporting change):**  
\_\_\_\_\_  
\_\_\_\_\_

<b>CHANGE IN CONTRACT PRICE:</b>	<b>CHANGE IN CONTRACT TIMES:</b>
Original Contract Price:  \$ <u>\$147,000.00</u>	Original Contract Times:  Substantial completion (days or date): <u>90 (July 20th, 2022)</u> Final Completion (days or date): <u>30 (August 19th, 2022)</u>
Contract Price prior to this Change Order:  \$ <u>\$147,000.00</u>	Contract Times prior to this Change Order:  Substantial completion (days or date): <u>August 9th, 2022</u> Final Completion (days or date): <u>September 8th, 2022</u>
<b>Increase/Decrease</b> of Contract Price under this Change Order:  \$ <u>\$26,284.32</u>	<b>Increase/Decrease</b> of days under this Change Order: <u>30</u> <i>JA</i>  Substantial completion (days or date): <u>30 (September 8th 2022)</u> Final Completion (days or date): <u>October 8th, 2022</u>
Contract Price incorporating this Change Order:  \$ <u>173,284.32</u>	Contract Times with all approved Change Orders:  Substantial completion (days or date): <u>September 8th, 2022</u> Final Completion (days or date): <u>October 8th, 2022</u>

**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: Trafal H. Jacobs  
Signature: [Signature]  
Date: 7/14/2022

Accepted:

Contactor

By: The Roof Co. Waco LLC  
Signature: Austin Montgomery  
Date: June 23, 2022

Accepted:

Owner:

By: Trafal H. Jacobs  
Signature: [Signature]  
Date: 7/14, 2022

DATE: 6/23/2022



THE ROOF CO. WACO  
3605 FRANKLIN AVE. WACO, TX 76710  
www.theroofcowaco.com  
254-651-1776

To: Williamson County

Ref: Bob Phillips Remodel Change Order 2 "Additional Work"

Williamson County has requested the following:

-Remove & replace existing siding and trim from the (2) side elevations & (1) gable elevation, seal & paint

\*Excludes repair or replacement of substrate

**Increase: \$9,208.57 (materials, labor, equipment, disposal)**

-Install (1) gable end vent at garage gable

\*Excludes electrical ventilation

**Increase: \$861.53 (materials, labor, equipment, disposal)**

-Demo additional walls, bathroom, electrical, plumbing, carpet, ceiling grid/tile, etc. in basement

\*Excludes drywall ceilings

**Increase: \$12,230.77 (materials, labor, equipment, disposal)**

-Demo existing double door with side lights, frame in and install new single solid exterior door, patch in area of existing door with new siding, seal, and paint.

\*Excludes existing siding replacement on that gable end

**Increase: \$3,983.45 (materials, labor, equipment, disposal)**

**Total additional increase: \$26,284.32**

**Commissioners Court - Regular Session**

**24.**

**Meeting Date:** 07/26/2022

Williamson County Expo (P562) – Chasco Change Order 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 Chasco Constructors, Change Order No. 3 for the Williamson County Expo Remodel Project (P580) for a time extension of thirty-five days. This is a no-cost change order. Funding Source is P562.

**Background**

This change order is to request for an additional thirty-five days for substantial completion. Department point of contact is Angel Gomez. 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 P580.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

CO3-Chasco

**Form Review**

**Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Wendy Danzoy

Final Approval Date: 07/21/2022

**Reviewed By**

Hal Hawes

Becky Pruitt

**Date**

07/20/2022 04:40 PM

07/21/2022 09:32 AM

Started On: 07/20/2022 03:02 PM



**Distribution to:**

OWNER	<input checked="" type="checkbox"/>
ARCHITECT	<input checked="" type="checkbox"/>
CONTRACTOR	<input checked="" type="checkbox"/>
FIELD	<input type="checkbox"/>
OTHER	<input type="checkbox"/>

# Change Order

AIA DOCUMENT G701

PROJECT: Wilco Expo GMP 2

CHANGE ORDER NO: 3

DATE: 7/12/2022

CHASCO PROJECT NO: 21165

TO OWNER: Williamson County  
3101 SE Inner Loop  
Georgetown, TX 78626

CONTRACT DATE: 6/8/2021

CONTRACT FOR: Wilco Expo GMP  
Main Arena and  
Collapsed Canopy

The Contract is changed as follows:

1) Tarmac & fire lane striping	8,670
2) 10 loads of Cowboy dirt for Expo use	9,968
3) Additional haul off for Tarmac project	13,242
4) T&M orange safety fencing at Tarmac	2,424
5) Tarmac temp. irrigation repairs	2,450
6) Paint existing metal R panels on Expo Hall	5,290
7) Paint sprinkler pipes and electrical conduits & JB's	6,880
8) Add walk planks at bleachers	21,338
9) Add handrail at bleach vomitories	9,360
10) Use unistrut & all thread to hang canopy lights	2,627
11) T&M PA repairs at main arena	4,901
12) Temporary power at Tarmac	6,223
13) 2 ea SS access hatches	211
14) Balance of Remaining work to be procured	(84,684)
15) Reduce amount of PEMB Delta (\$64,535-\$8,900 = \$55,635)	(8,900)
<b>Total:</b>	<b>0</b>

Not valid until signed by the Owner, Architect and Contractor.

Signature of the Contractor indicates his agreement herewith, including any adjustment in the Contract Sum or Contract Time.

The Original Guaranteed Maximum Price was	2,009,747
Net change by previously authorized Change Orders	0
The Guaranteed Maximum Price prior to this Change Order was	2,009,747
The Guaranteed Maximum Price will be increased by this Change Order	0
The new Guaranteed Maximum Price including this Change Order will be	2,009,747

The Date of Substantial Completion as of the date of this Change Order is August 19th, 2022

Authorized:

Charles Shaw  
ARCHITECT

[Signature]  
CONTRACTOR

\_\_\_\_\_  
OWNER

Address: Parkhill, Smith & Cooper  
255 N. Center St., STE 200  
Arlington, TX 76011

Address: Chasco Constructors  
Po Box 1057  
Round Rock, TX 78680

Address: Williamson County  
3101 SE Inner Loop  
Georgetown, TX 78626

By: Charles Shaw

By: Bill Bambrick

By: Angel Gomez

DATE: 7/19/2022

DATE: 7-19-22

DATE: 19 July 2022

**Commissioners Court - Regular Session**

25.

**Meeting Date:** 07/26/2022

Diamond Surveying 2586 WA6 Chandler Corridor

**Submitted For:** Robert Daigh

**Submitted By:** Vicky Edwards, Infrastructure

**Department:** Infrastructure

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on Work Authorization No 6 in the amount of \$32,850.00 to expire on December 31, 2023 under Williamson County Contract for Surveying Services between Diamond Surveying and Williamson County dated May 19, 2020 for Chandler Corridor (SH130 to CR 101), Segment 1. Funding source: P599.

**Background**

**Fiscal Impact**

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

**Attachments**

Diamond Surveying 2586 WA6 Chandler Corridor

**Form Review**

**Inbox**

Hal Hawes  
 Infrastructure Department (Originator)  
 Hal Hawes  
 County Judge Exec Asst.  
 Form Started By: Vicky Edwards  
 Final Approval Date: 07/14/2022

**Reviewed By**

Hal Hawes  
 Vicky Edwards  
 Hal Hawes  
 Becky Pruitt

**Date**

07/14/2022 09:45 AM  
 07/14/2022 10:31 AM  
 07/14/2022 10:53 AM  
 07/14/2022 11:06 AM  
 Started On: 07/11/2022 01:04 PM

## **WORK AUTHORIZATION NO. 6**

### **WILLIAMSON COUNTY PROJECT**

#### **PROJECT: Chandler Corridor (SH130 to CR 101), Segment 1**

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Surveying Services, being dated May 19, 2020 and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Diamond Surveying (the "Surveyor").

Part 1. The Surveyor will provide the following Surveying Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is \$32,850.00.

Part 3. Payment to the Surveyor for the services established under this Work Authorization shall be made in accordance with the Contract.

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on December 31, 2023. The Surveying Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Surveyor understands and agrees that County's payment of amounts under this Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Surveyor that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Surveyor.

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

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

SURVEYOR:

COUNTY:

Diamond Surveying

Williamson County, Texas

By: Shane Shafer  
Signature

By: \_\_\_\_\_  
Signature

Shane Shafer  
Printed Name

\_\_\_\_\_  
Printed Name

President  
Title

\_\_\_\_\_  
Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Surveyor

Attachment C - Work Schedule

Attachment D - Rate Schedule



Attachment A

Services to be Provided by County

- A. Provide the specifications requirements for all surveys.
- B. Provide timely reviews and decisions necessary to enable the Surveyor to maintain an agreed upon project schedule as developed in attached Exhibit C.
- C. Provide timely reviews and decisions necessary to enable the Surveyor to maintain an agreed upon project schedule as developed in attached Exhibit C.
- D. Provide aluminum caps for iron rods, if applicable.
- E. Provide brass caps for flush mount ROW markers, if applicable.

Attachment B

Services to be Provided by Surveyor:

THE FOLLOWING SCOPE OF SERVICES IS FOR SIX (6) R.O.W. ACQUISITION PARCELS WCAD – (R020666 -WMSN CAMERON TRACT), (R020345 - P. ALMQUIST TRACT), (R020357, R020358, R482674 WILLIAMSON COUNTY TRACTS), AND (R474791 - M REYNA TRUCKING TRACT)

1. Perform office work necessary to research for current landowner per Williamson Central Appraisal District (WCAD) and record deed research to prepare and send right-of-entry letters to access private property.
2. Standard Land Survey for six (6) R.O.W. Acquisition Parcels: Perform office and field work necessary to prepare Standard Land Surveys. Field work to find, tie existing right-of-way monumentation to include rear corners to determine side boundary lines and above ground improvements within the proposed right-of-way area. Prepare metes and bounds descriptions with sketches for use by Title Company for Commitment for Title Insurance for the tracts of land to be acquired.
3. Final Surveys for six (6) R.O.W. Acquisition Parcels: Perform office and field work necessary to review Title Commitment (to be provided by Client) and address any easements or setbacks that may affect the subject tract. Update Standard Land Surveys to Land Title Surveys with metes and bounds descriptions with sketches for each tract. Provide County with original signed and sealed paper copies for the Land Title Surveys.  
Perform field work to set appropriate monumentation for the right-of-way Parcels to be acquired.

Attachment C  
Work Schedule

Work shall begin immediately upon receipt of executed agreement between County and Surveyor and Notice to Proceed from County.

Each survey will be delivered within 20 to 30 working days of Authorization to Proceed.

Schedule for setting of survey control monuments will be based on access to public right-of-way and Right-of-Entry letters.

Attachment D

Rate Schedule

◇ *Diamond Surveying, Inc.*  
**SHANE SHAFER, R.P.L.S., PRESIDENT**  
**116 SKYLINE ROAD, GEORGETOWN, TX 78628**  
**OFFICE: (512) 931-3100**  
**T.B.P.L.S. Firm No. 10006900**

**STANDARD RATE SCHEDULE**

Effective January 1, 2020, the following rates apply to work performed on a hourly-charge basis.

**DIRECT LABOR**

**OFFICE PERSONNEL SERVICES**

<u>Classification</u>	<u>Rates</u>
Registered Professional Land Surveyor.....	\$160.00 per hour
Project Manager.....	\$140.00 per hour
Project Surveyor.....	\$110.00 per hour
Senior CADD Technician.....	\$125.00 per hour

**FIELD PARTY SERVICES**

<u>Classification</u>	<u>Rates</u>
1-Man Field Party.....	\$120.00 per hour
2-Man Field Party.....	\$160.00 per hour
3-Man Field Party.....	\$190.00 per hour

Notes:

Field Party rates include conventional equipment, supplies and survey vehicles. Excessive use of stakes, lathes, etc., will be charged at cost.

A minimum of two (2) hours field party time charge will be made for show-up time and return to office, resulting from inclement weather conditions, etc.

Field Party stand-by time will be charged at the above-shown appropriate rates.

**CPI Rate Adjustments:** Rates will remain firm for the initial first year of the Contract and such rates shall be deemed the "Initial Base Rates". Surveyor must request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract and any rate changes will take effect on the first day following the prior year. If Surveyor fails to request a CPI rate adjustment, as set forth herein, the adjustment will be effective thirty (30) days after the County receives Surveyor's written request. No retroactive rate adjustments will be allowed.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982- 84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index before each annual anniversary date of the Contract and the denominator of which is the index number for the first month of the Contract (the index number for the month in which the Contract was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

Basis of Estimate for Items listed in Attachment B

Attachment D, Continued  
Basis of Estimate

Schedule B Item No. 1: Right-of-Entry.

Item	Description	Classification	Quantity	Units	Unit Rate	Subtotal	
1	WCAD Research, Prepare Right-of-Entry Letters	Sr. CADD Tech	6	Hours	\$125.00	\$750.00	
2	Monitor Right-of-Entry	Project Manager	4	Hours	\$140.00	\$560.00	<b>Subtotal \$1,310.00</b>

Schedule B Item No. 2: Standard Land Surveys – 6 Parcels

Item	Description	Classification	Quantity	Units	Unit Rate	Subtotal	
1	Perform Research, Deed Plots, Prepare Standard Land Surveys	Sr. CADD Tech	60	Hours	\$125.00	\$7,500.00	
2	Perform Fieldwork to Find existing monumentation, Improvements	3-Man Field Party	60	Hours	\$190.00	\$11,400.00	
3	Monitor & Review Standard Land Surveys	Project Manager	4	Hours	\$140.00	\$560.00	<b>Subtotal \$19,460.00</b>

Schedule B Item No. 3: Final Land Title Surveys – 6 Parcels

Item	Description	Classification	Quantity	Units	Unit Rate	Subtotal	
1	Address Title Commitment to prepare Final Land Title Surveys	Sr. CADD Tech	48	Hours	\$125.00	\$6,000.00	
2	Set appropriate monumentation for Right-of-Way Acquisition Parcels	3-Man Field Party	24	Hours	\$190.00	\$4,560.00	
3	Monitor & Review Land Title Surveys	Project Manager	4	Hours	\$140.00	\$560.00	
2	Analyze Right-of-Way, Boundary Lines Sign and Seal Final Survey	R.P.L.S.	6	Hours	\$160.00	\$960.00	<b>Subtotal \$12,080.00</b>

Total Amount: \$32,850.00

**Commissioners Court - Regular Session**

26.

**Meeting Date:** 07/26/2022

Gray 21RFSQ14 WA1 Drainage Improvements

**Submitted For:** Terron Evertson

**Submitted By:** Vicky Edwards, Infrastructure

**Department:** Infrastructure

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on Work Authorization No 1 in the amount of \$427,080.00 to expire September 30, 2023 under Williamson County Contract for Engineering Services between Gray Engineering Inc and Williamson County dated June 2, 2022 for Drainage Improvements on CR 283, CR 381, CR 496, CR 225, CR 127, CR 445, Hugh Smith Lane. Funding source: 01.0200.0210.004100.

**Background**

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Gary 21RFSQ14 WA1 Drainage Improvements

**Form Review**

**Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Vicky Edwards

Final Approval Date: 07/19/2022

**Reviewed By**

Hal Hawes

Becky Pruitt

**Date**

07/18/2022 01:51 PM

07/19/2022 12:01 PM

Started On: 07/18/2022 01:22 PM

**WORK AUTHORIZATION NO. 1**

**PROJECT: Engineering Services for Drainage Improvements on CR 283, CR 381, CR 496, CR 225, CR 127, CR 445, HUGH SMITH LN**

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated **June 2, 2022** and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Gray Engineering, Inc.** (the "Engineer").

Part 1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is **\$427,080.**

Part 3. Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with the Contract.

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on **September 30, 2023.** The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Engineer understands and agrees that County's payment of amounts under this Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

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

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

ENGINEER:

Gray Engineering, Inc.

COUNTY:

Williamson County, Texas

By:   
Signature

By: \_\_\_\_\_  
Signature

David W. Gray, P.E.  
Printed Name

\_\_\_\_\_  
Printed Name

President  
Title

\_\_\_\_\_  
Title

## LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

## **Attachment A - Services to be Provided by County**

Williamson County Road & Bridge Division personnel will provide:

- Project direction, review and oversight
- Existing LIDAR contours and apparent ROW (Wilco's GIS Department)
- Existing culvert sizes and elevations
- Construction oversight, administration and management

## **Attachment B - Services to be Provided by Engineer**

### Project Locations:

- 1. CR 283 – from CR 284 to CR 282 (4,296')**
- 2. CR 345 – from CR 301 to CR 300 (8,945')**
- 3. CR 496 – from the North End to FM 1331 (2,542')**
- 4. CR 225 – from the North End to CR 224 (18,197')**
- 5. CR 127 – from CR 124 to CR 192 (14,800')**
- 6. Hugh Smith Ln – from the West End (City Limits) to CR 313 (3,254')**
- 7. CR 445 – from FM 619 to CR 448 (17,110')**

### Task 1: Project Management

Attend progress review meetings with Road & Bridge Division at 50%. Prepare monthly progress reports and invoices. Maintain project schedule and perform QA/QC.

### Task 2: LIDAR Contours and Apparent R.O.W.

To be provided by the County's GIS Department. GEI to review provided County survey information and request from County elevation verifications of centerline roadway and roadside channel and culvert flow lines as needed to justify LIDAR contours elevations as provided by County.

### Task 3: Preliminary Engineering

Delineate drainage area boundaries and perform runoff calculations for 5-yr, 10-yr, 25-yr, and 100-yr storm events for parallel driveway pipes and non-bridge class cross culverts within the project limits, including data collection and field reconnaissance. Provide a scroll plot (1" = 200') showing drainage area boundaries, time of concentration path, drainage area I.D., 2' LIDAR contours and aerial background provided by the County. Provide table showing runoff calculation results.

### Task 4: Geotechnical Investigations

To be provided by the County  
(pavement design)

### Task 5: Environmental Studies

N/A

### Task 6: Utility Coordination

N/A

### Task 7: FEMA Coordination

N/A

#### Task 8: Final Engineering

Calculate capacity of existing parallel driveway pipes and non-bridge class cross culverts. Identify parallel driveway pipes and non-bridge class culverts in apparent need of replacement due to either existing condition, inadequate capacity, or safety treatment. For each project location (county road) listed above, provide the following:

##### Plan Sheets (11" x 17"):

- Cover Sheet
- Estimate of Quantities Summary
- Survey Controls
- Construction Notes & Typical Sections
- Drainage Area Map and Calculations
- Erosion Control Plan
- Traffic Control Plan and Detour Plan (if necessary)
- TxDOT Standards
- Roadway Plan Sheets (1" = 50') (showing roadway centerline, stationing, apparent ROW, 1' LIDAR contours and aerial background)
- Culvert Plan & Profile Sheets (1" = 50') (showing roadway centerline, stationing, apparent ROW, 1' LIDAR contours and aerial background)

In addition to the above plan sheets, the Engineer will provide the following:

- Cost Estimate
- Estimate of Quantities Summary
- Bid form for proposed drainage facility improvements
- General Notes
- Technical Specifications
- Provide exhibits (8.5"x 11" plan view) for temporary construction and/or drainage easements to facilitate construction of proposed drainage improvements. Exhibits shall show roadway centerline, approximate ROW line, boundary, and dimensions of proposed easement for the use in preparing easement documents by others.

#### Task 9: Bidding Phase

Services N/A

#### Task 10: Construction Phase Services

N/A

#### **Deliverables:**

##### 50% Submittal:

- Scroll plot of drainage areas and runoff calculations for each roadway
- 11"x 17" plan sheets, estimates and quantities for each roadway

##### 100% Submittal:

- Scroll plot of drainage areas and runoff calculations for each roadway
- 11"x 17" plan sheets for each roadway

- General Notes and Technical Specifications for each roadway
- Estimates and quantities, bid form for each roadway
- Temporary construction and drainage easement exhibits on 8.5"x 11" (if necessary)

Final Signed and Seal Submittal:

- 11"x 17" plan sheets for each roadway
- Temporary construction and drainage easement exhibits on 8.5"x 11" (if necessary)

**Attachment C - Work Schedule**

**Attachment C - Work Schedule  
Williamson County Small Drainage Projects Schedule**

**Project:** Williamson County  
**Small Drainage Projects - WA No. 1**  
**Prepared By:** Gray Engineering, Inc.  
**Date:** July 13, 2022  
**Date Revised:**

<b>CR 283 From CR 284 to CR 282 (4,296')</b>			Complete
50% Submittal	14	Days	8/15/2022
100% Submittal	9	Days	8/24/2022
Final Signed and Sealed Set	5	Days	8/29/2022
<b>Total</b>	<b>28</b>	<b>Days</b>	

Start 8/1/2022  
End 8/29/2022

<b>CR 381 from CR 301 to CR 300 (8,945')</b>			Complete
50% Submittal	17	Days	9/15/2022
100% Submittal	12	Days	9/27/2022
Final Signed and Sealed Set	2	Days	9/29/2022
<b>Total</b>	<b>31</b>	<b>Days</b>	

Start 8/29/2022  
End 9/29/2022

<b>CR 496 from the North End to FM 1331 (2,542')</b>			Complete
50% Submittal	14	Days	10/13/2022
100% Submittal	12	Days	10/25/2022
Final Signed and Sealed Set	2	Days	10/27/2022
<b>Total</b>	<b>28</b>	<b>Days</b>	

Start 9/29/2022  
End 10/27/2022

<b>CR 225 from the North End to CR 224 (18,197')</b>			Complete
50% Submittal	32	Days	11/28/2022
100% Submittal	21	Days	12/19/2022
Final Signed and Sealed Set	8	Days	12/27/2022
<b>Total</b>	<b>61</b>	<b>Days</b>	

Start 10/27/2022  
End 12/27/2022

<b>CR 127 from CR 124 to CR 192 (14,800')</b>			Complete
50% Submittal	27	Days	1/23/2023
100% Submittal	16	Days	2/8/2023
Final Signed and Sealed Set	6	Days	2/14/2023

**Total** 49 Days

Start 12/27/2022  
End 2/14/2023

<b>Hugh Smith Lane from the West End to CR 313 (3,254')</b>			Complete
50% Submittal	14	Days	2/28/2023
100% Submittal	9	Days	3/9/2023
Final Signed and Sealed Set	5	Days	3/14/2023

**Total** 28 Days

Start 2/14/2023  
End 3/14/2023

<b>CR 445 from FM 619 to CR 448 (17,110')</b>			Complete
50% Submittal	23	Days	4/6/2023
100% Submittal	19	Days	4/25/2023
Final Signed and Sealed Set	6	Days	5/1/2023

**Total** 48 Days

Start 3/14/2023  
End 5/1/2023

**Total Contract Time**                      **Start**                      **8/1/2022**  
**End**    **5/1/2023**                      **273 Days**

Contract days assumes each individual road project design sequentially in the order listed above

**Attachment D - Fee Schedule**

**WILCO Small Drainage Projects**  
**Work Authorization No. 1**  
**CR 283, CR 381, CR 496, CR 225, CR 127, CR 445, HUGH SMITH LN**

Task	WILCO - Small Drainage Projects - WORK SHEET			Principal			Project Manager			Project Engineer			
	Sub Task	HRS	Rate	Total	HRS	Rate	Total	HRS	Rate	Total	HRS	Rate	Total
<b>Project Management</b>	Coordination	36	\$325.00	\$ 11,700.00	36	\$250.00	\$9,000.00	18	\$200.00	\$3,600.00	18	\$200.00	\$3,600.00
	Site Visits	24	\$325.00	\$ 7,800.00	24	\$250.00	\$6,000.00	24	\$200.00	\$4,800.00	24	\$200.00	\$4,800.00
	Monthly Progress Reports & Schedules	0	\$325.00	\$ -	0	\$250.00	\$0.00	0	\$200.00	\$0.00	0	\$200.00	\$0.00
	<b>Subtotal</b>	<b>60</b>		<b>\$ 19,500.00</b>	<b>96</b>		<b>\$24,000.00</b>	<b>42</b>				<b>42</b>	
<b>Preliminary Engineering</b>	Import Base Information(WilCo)	0	\$325.00	\$ -	7	\$250.00	\$1,750.00	36	\$200.00	\$7,200.00	36	\$200.00	\$7,200.00
	Preliminary Drainage & Culvert Analysis	28	\$325.00	\$ 9,100.00	168	\$250.00	\$42,000.00	140	\$200.00	\$28,000.00	140	\$200.00	\$28,000.00
	50% Progress Set	14	\$325.00	\$ 4,550.00	28	\$250.00	\$7,000.00	56	\$200.00	\$11,200.00	56	\$200.00	\$11,200.00
	Scroll Plot (1"=200')	0	\$325.00	\$ -	14	\$250.00	\$3,500.00	14	\$200.00	\$2,800.00	14	\$200.00	\$2,800.00
<b>Subtotal</b>	<b>42</b>		<b>\$ 13,650.00</b>	<b>217</b>		<b>\$54,250.00</b>	<b>246</b>				<b>246</b>		
<b>Final Engineering</b>	Culvert Analysis & Design	0	\$325.00	\$ -	56	\$250.00	\$14,000.00	93	\$200.00	\$18,600.00	93	\$200.00	\$18,600.00
	100% Progress Set	21	\$325.00	\$ 6,825.00	56	\$250.00	\$14,000.00	56	\$200.00	\$11,200.00	56	\$200.00	\$11,200.00
	Final Set	7	\$325.00	\$ 2,275.00	7	\$250.00	\$1,750.00	14	\$200.00	\$2,800.00	14	\$200.00	\$2,800.00
	Quantities & Specifications	7	\$325.00	\$ 2,275.00	7	\$250.00	\$1,750.00	56	\$200.00	\$11,200.00	56	\$200.00	\$11,200.00
	Engineer's Opinion of Probable Construction Costs	7	\$325.00	\$ 2,275.00	7	\$250.00	\$1,750.00	28	\$200.00	\$5,600.00	28	\$200.00	\$5,600.00
	Easement Coordination	0	\$325.00	\$ -	7	\$250.00	\$1,750.00	7	\$200.00	\$1,400.00	7	\$200.00	\$1,400.00
<b>Subtotal</b>	<b>42</b>		<b>\$ 13,650.00</b>	<b>140</b>		<b>\$35,000.00</b>	<b>254</b>				<b>254</b>		
<b>TOTAL</b>	<b>144</b>		<b>\$ 46,800.00</b>	<b>453</b>		<b>\$113,250.00</b>	<b>542</b>				<b>542</b>		

Note: This Attachment D - Fee Schedule includes engineering services associated with all of the drainage improvements for the following County roadwork

1. CR 283 – from CR 284 to CR 282 (4,296')
2. CR 345 – from CR 301 to CR 300 (8,945')
3. CR 496 – from the North End to FM 1331 (2,542')
4. CR 225 – from the North End to CR 224 (18,197')
5. CR 127 – from CR 124 to CR 192 (14,800')
6. Hugh Smith Ln – from the West End (City Limits) to CR 313 (3,254')
7. CR 445 – from FM 619 to CR 448 (17,110')

**Commissioners Court - Regular Session**

27.

**Meeting Date:** 07/26/2022

Surveying And Mapping (SAM) 2586 WA1 SA2 On Call Surveying Services

**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 1 under Williamson County Contract between Surveying And Mapping, LLC and Williamson County dated May 19, 2020 for On Call Professional Surveying Services. This supplemental is to increase the maximum amount payable to \$65,000.00. Funding source: 01.0200.0210.004150.

**Background**

**Fiscal Impact**

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

**Attachments**

Surveying And Mapping (SAM) 2586 WA1 SA2 On Call Surveying Services

**Form Review**

**Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Vicky Edwards

Final Approval Date: 07/20/2022

**Reviewed By**

Hal Hawes

Becky Pruitt

**Date**

07/20/2022 01:26 PM

07/20/2022 01:46 PM

Started On: 07/20/2022 01:02 PM

**SUPPLEMENTAL WORK AUTHORIZATION NO.   2**  
**TO**  
**WORK AUTHORIZATION NO.   1**

**WILLIAMSON COUNTY ROAD AND BRIDGE PROJECT: On Call Professional  
Surveying Services**

This Supplemental Work Authorization No.   2   to Work Authorization No.   1   is made pursuant to the terms and conditions of the Williamson County Contract for Surveying Services, being dated **May 19, 2020** ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Surveying And Mapping (SAM), LLC** (the "Firm").

WHEREAS, the County and the Firm executed Work Authorization No.   1   dated effective May 19, 2020 (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 \$25,000.00 to \$65,000.00. 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.



## Attachment C - Work Schedule

Surveying And Mapping (SAM), LLC will provide a work schedule for the assigned tasks.

**Commissioners Court - Regular Session**

28.

**Meeting Date:** 07/26/2022

Preliminary plat for the 463 Estates 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 preliminary plat for the 463 Estates subdivision – Precinct 4.

**Background**

This proposed subdivision consists of 5 lots and no new public roads on 10.8 acres.

**Timeline**

- 2019-03-22 – initial submittal of the preliminary plat
- 2019-04-18 – 1st review complete with comments
- 2019-09-18 – 2nd submittal of preliminary plat
- 2019-10-03 – 2nd review complete with comments
- 2022-05-05 – 3rd submittal of preliminary plat
- 2022-05-20 – 3rd review complete with comments
- 2022-06-28 – 4th submittal of preliminary plat
- 2022-07-12 – 4th submittal complete with comments
- 2022-07-14 – 5th submittal of preliminary plat
- 2022-07-14 – 5th review complete with comments clear
- 2022-07-21 – preliminary plat placed on the July 26, 2022 Commissioners Court agenda for consideration

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

preliminary plat - 463 Estates

**Form Review**

**Inbox**

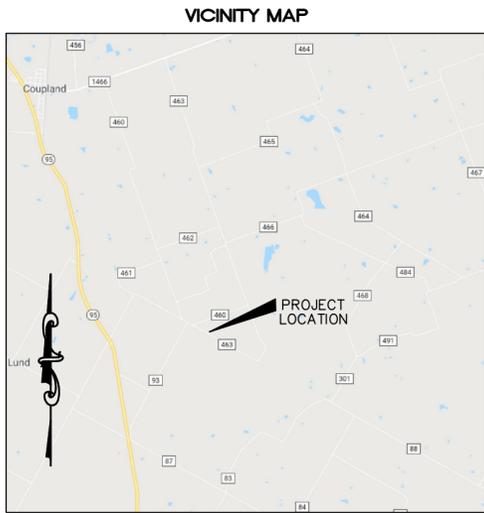
County Judge Exec Asst.  
 Form Started By: Adam Boatright  
 Final Approval Date: 07/21/2022

**Reviewed By**

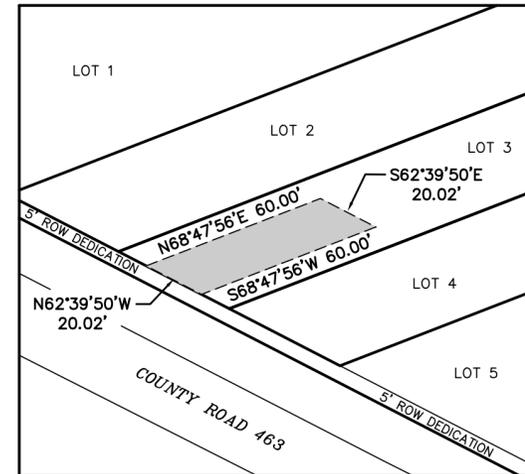
Becky Pruitt

**Date**

07/21/2022 11:56 AM  
 Started On: 07/21/2022 11:26 AM



# PRELIMINARY PLAT OF 463 ESTATES



SHARED ACCESS  
EASEMENT DETAIL

**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. 48491C0725F, EFFECTIVE DATE DECEMBER 20, 2020, LOCATED IN ZONE "X" (UNSHADED).

**PLAT NOTES:**

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.

(If any sidewalks) ALL SIDEWALKS ARE TO BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.

THIS SUBDIVISION IS SUBJECT TO STORM-WATER MANAGEMENT CONTROLS AS REQUIRED BY WILLIAMSON COUNTY SUBDIVISION REGULATIONS, SECTION B11.1, ON NEW DEVELOPMENT THAT WOULD EVOKE SUCH CONTROLS BEYOND EXISTING CONDITIONS.

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

EXCEPT IN CERTAIN ISOLATED AREAS REQUIRED TO MEET ACCESSIBILITY REQUIREMENTS, THE MINIMUM FINISHED FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN FIVE FEET OUTSIDE THE PERIMETER OF THE BUILDING, OR ONE FOOT ABOVE THE BFE, WHICHEVER IS HIGHER.

SEWER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY ON-SITE SEWAGE FACILITIES

WATER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY MANVILLE WATER SUPPLY CORPORATION.

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

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.

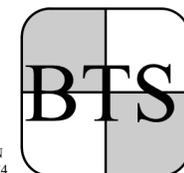
IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS RELATING TO THE PLATTING AND DEVELOPMENT OF THIS PROPERTY.

THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOODPLAIN DATA, IN PARTICULAR, MAY CHANGE. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE ROADS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.

LOTS 2, 3 AND 4 MAY NOT BE FURTHER SUBDIVIDED.

LOTS 2, 3 AND 4 SHALL SHARE A DRIVEWAY.

**BRYAN TECHNICAL SERVICES, INC.**



911 NORTH MAIN  
TAYLOR, TX 76754

PHONE: (512) 352-9090  
FAX: (512) 352-9091

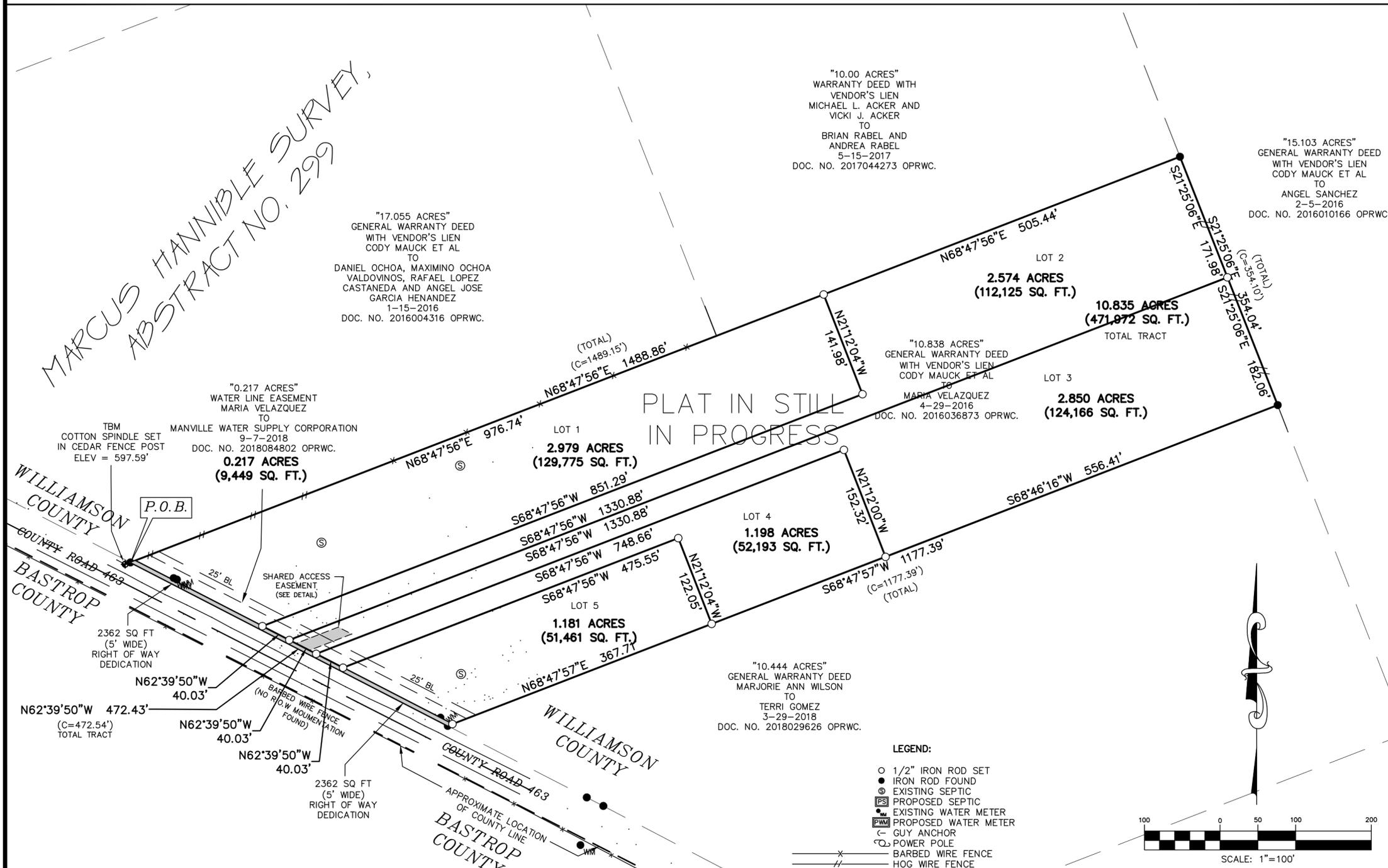
FIRM No. 10128500  
surveying@austin.rt.com  
www.bryantechnicalservices.com

NO.	DATE	REVISIONS	BY
1	9/18/19	ADDRESSED 1ST PRELIMINARY COMMENTS	AVC
2	5/5/22	ADDRESSED 2ND PRELIMINARY COMMENTS	AVC
3	6/24/22	ADDRESSED 3RD PRELIMINARY COMMENTS	AVC

DRAWN BY: AVC      CHECKED BY: BLB

SCALE: 1" = 100'      APPROVED BY: BLB

PROJECT NO. 18-743      DATE: DECEMBER 10, 2018



MARCUS HANNIBLÉ SURVEY,  
ABSTRACT NO. 299

PLAT IN STILL  
IN PROGRESS

"10.00 ACRES"  
WARRANTY DEED WITH  
VENDOR'S LIEN  
MICHAEL L. ACKER AND  
VICKI J. ACKER  
TO  
BRIAN RABEL AND  
ANDREA RABEL  
5-15-2017  
DOC. NO. 2017044273 OPRWC.

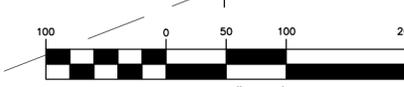
"15.103 ACRES"  
GENERAL WARRANTY DEED  
WITH VENDOR'S LIEN  
CODY MAUCK ET AL  
TO  
ANGEL SANCHEZ  
2-5-2016  
DOC. NO. 2016010166 OPRWC.

"17.055 ACRES"  
GENERAL WARRANTY DEED  
WITH VENDOR'S LIEN  
CODY MAUCK ET AL  
TO  
DANIEL OCHOA, MAXIMINO OCHOA  
VALDOVINOS, RAFAEL LOPEZ  
CASTANEDA AND ANGEL JOSE  
GARCIA HENANDEZ  
1-15-2016  
DOC. NO. 2016004316 OPRWC.

"10.838 ACRES"  
GENERAL WARRANTY DEED  
WITH VENDOR'S LIEN  
CODY MAUCK ET AL  
TO  
MARIA VELAZQUEZ  
4-29-2016  
DOC. NO. 2016036873 OPRWC.

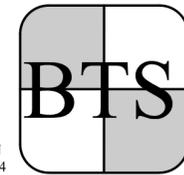
"10.444 ACRES"  
GENERAL WARRANTY DEED  
MARJORIE ANN WILSON  
TO  
TERRI GOMEZ  
3-29-2018  
DOC. NO. 2018029626 OPRWC.

- LEGEND:**
- 1/2" IRON ROD SET
  - IRON ROD FOUND
  - ⊙ EXISTING SEPTIC
  - ⊙ PROPOSED SEPTIC
  - ⊙ EXISTING WATER METER
  - ⊙ PROPOSED WATER METER
  - ⊙ GUY ANCHOR
  - ⊙ POWER POLE
  - BARBED WIRE FENCE
  - HOG WIRE FENCE



# PRELIMINARY PLAT OF 463 ESTATES

BRYAN TECHNICAL SERVICES, INC.



911 NORTH MAIN  
TAYLOR, TX 76574

PHONE: (512) 352-9090  
FAX: (512) 352-9091

FIRM No. 10128500  
surveying@austin.rr.com  
www.bryanttechnicalservices.com

NO.	DATE	REVISIONS	BY
1	9/18/19	ADDRESSED 1ST PRELIMINARY COMMENTS	AVC
2	5/5/22	ADDRESSED 2ND PRELIMINARY COMMENTS	AVC

DRAWN BY: AVC	CHECKED BY: BLB
SCALE: 1" = N/A	APPROVED BY: BLB
PROJECT NO. 18-743	DATE: DECEMBER 10, 2018

**OWNERS CERTIFICATION**

STATE OF TEXAS §  
§ KNOW ALL MEN BY THESE PRESENTS;  
COUNTY OF WILLIAMSON §  
THAT, **MARIA VELAZQUEZ**, OWNER OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN DOCUMENT NO. **2016036873**, OF THE OFFICIAL PUBLIC 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. THIS SUBDIVISION IS TO BE KNOWN AS **463 ESTATES**, LOCATED IN WILLIAMSON COUNTY, TEXAS.

TO CERTIFY WHICH, WITNESS BY MY HAND THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
AUTHORIZED PERSON

THE STATE OF TEXAS  
COUNTY OF WILLIAMSON

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF TEXAS

PRINTED NAME \_\_\_\_\_  
MY COMMISSION EXPIRES: \_\_\_\_\_

**LEGAL DESCRIPTION**

10.835 ACRE

These notes describe that certain tract of land located in the MARCUS HANNIBL SURVEY, ABSTRACT NO. 299, situated in Williamson County, Texas; subject tract being all of a called "10.838 Acres" conveyed in a General Warranty Deed with Vendor's Lien from Cody Mauck, et al to Maria Velazquez dated 4-29-2016 and recorded in Document No. 2016036873, Official Public Records of Williamson County (OPRWC), being surveyed on the ground under the direct supervision of Bruce Lane Bryan, Registered Professional Land Surveyor No. 4249, during the month of September, 2018 and being more fully described as follows:

BEGINNING at a 1/2" Iron rod found (capped "1753") in the East line of County Road No. 463, same being the Southwest corner of a called "17.055 Acres" conveyed in a General Warranty Deed with Vendor's Lien from Cody Mauck, et al to Daniel Ochoa, et al dated 1-15-2016 and recorded in Document No. 2016004316, OPRWC, being the Northwest corner of subject tract;

THENCE North 68° 47' 56" East with the common line of said "10.838 Acres" and "17.055 Acres", passing the Southeast corner of said "17.055 Acres" and the Southwest corner of a called "10.00 Acres" conveyed in a Warranty Deed with Vendor's Lien from Michael L. Acker and Vicki J. Acker to Brian Rabel and Andrea Rabel dated 5-15-2017 and recorded in Document No. 2017044273 OPRWC, at approximately 831.00 feet (no monumentation found) and continuing for a total distance of 1488.86 feet to a 1/2" Iron rod found being in the West line of a called "15.103 Acres" conveyed in a General Warranty Deed with Vendor's Lien from Cody Mauck, et al to Angel Sanchez, dated 2-5-2016 and recorded in Document No. 2016010166, OPRWC, being the Southeast corner of said "10.00 Acres" and also being the Northeast corner of subject tract;

THENCE South 21° 25' 06" East with the East line of subject tract and the West line of said "15.103 Acres", a distance of 354.04 feet to a 1/2" Iron rod found (capped "1753") being the Northeast corner of a called "10.444 Acres" conveyed in a General Warranty Deed from Marjorie Ann Wilson to Terri Gomez dated 3-29-2018 and recorded in Document No. 2018029626, OPRWC, also being the Southeast corner of subject tract;

THENCE South 68° 47' 57" West with the common line of subject tract and said "10.444 Acres", a distance of 1177.39 feet to a 1/2" Iron rod found (capped "1753"), being in the East line of Williamson County Road No. 463, also being the Southwest corner of subject tract;

THENCE North 62° 39' 50" West with the West line of subject tract and aforementioned East line of Williamson County Road No. 463, a distance of 472.43 feet to the PLACE OF BEGINNING containing according to the dimensions herein stated an area of 10.835 Acres.

**SURVEYOR'S CERTIFICATION**

STATE OF TEXAS §  
COUNTY OF WILLIAMSON §

THAT I, BRUCE LANE BRYAN, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ACCURATE ON THE GROUND SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION, IN ACCORDANCE WITH THE SUBDIVISION ORDINANCES ADOPTED BY WILLIAMSON COUNTY, TEXAS. THE PLAT SHOWN HEREON IS A TRUE, CORRECT AND ACCURATE REPRESENTATION OF THE PROPERTY AS DETERMINED BY AN ON-THE-GROUND SURVEY. THERE ARE NO ENCROACHMENTS, CONFLICTS OR PROTRUSIONS, EXCEPT AS SHOWN HEREON, AND SAID PROPERTY HAS ACCESS TO AND FROM A DEDICATED ROADWAY. THE ATTACHED METES AND BOUNDS DESCRIPTION RESULTS IN A SATISFACTORY MATHEMATICAL CLOSURE.

"THIS TRACT IS NOT LOCATED IN THE EDWARD AQUIFER RECHARGE ZONE"

\_\_\_\_\_  
BRUCE LANE BRYAN DATE  
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4249  
STATE OF TEXAS  
TBPLS FIRM REGISTRATION NO. 10128500

**COUNTY ENGINEER'S CERTIFICATION**

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.

\_\_\_\_\_  
J. TERRON EVERTSON, PE, DR, CFM Date  
COUNTY ENGINEER

**ADDRESS COORDINATOR NOTE**

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ A.D.

\_\_\_\_\_  
WILLIAMSON COUNTY ADDRESSING COORDINATOR

**ENGINEER'S CERTIFICATION**

I, LINA CHTAY, REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS SUBDIVISION, PARCEL IS NOT ENCROACHED BY A ZONE A FLOOD AREA, AS DENOTED HEREIN, AND AS DEFINED BY FEDERAL EMERGENCY MANAGEMENT ADMINISTRATION FLOOD HAZARD BOUNDARY MAP, COMMUNITY PANEL NUMBER 48491C0725F, EFFECTIVE DATE DECEMBER 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 \_\_\_\_\_ DAY OF \_\_\_\_\_ 2022

\_\_\_\_\_  
LINA CHTAY  
REGISTERED PROFESSIONAL ENGINEER  
NO. 107211 STATE OF TEXAS  
TBPE FIRM NO. 13392

**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 DATE  
WILLIAMSON COUNTY, TEXAS

**WILLIAMSON COUNTY CLERK**

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

PRINTED NAME: \_\_\_\_\_

STATE OF TEXAS §  
§ KNOW ALL MEN BY THESE PRESENTS;  
COUNTY OF WILLIAMSON §  
THAT, **CODY MAUCK**, THE LIEN HOLDER ON THAT CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOC.# **2016036873** OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS AND DO HEREBY SUBDIVIDE SAID TRACT AS SHOWN HEREON, DOES HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE. THIS SUBDIVISION IS TO BE KNOWN AS **463 ESTATES** SUBDIVISION, LOCATED IN THE WILLIAMSON COUNTY, TEXAS.

TO CERTIFY WHICH, WITNESS BY MY HAND THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
AUTHORIZED PERSON

CODY MAUCK

THE STATE OF TEXAS  
COUNTY OF WILLIAMSON

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF TEXAS

PRINTED NAME \_\_\_\_\_  
MY COMMISSION EXPIRES: \_\_\_\_\_

**Commissioners Court - Regular Session**

29.

**Meeting Date:** 07/26/2022

Preliminary plat for the Rockin Wilco subdivision – Pct 3

**Submitted For:** Terron Evertson

**Submitted By:** Adam Boatright, Infrastructure

**Department:** Infrastructure

**Division:** Road & Bridge

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on approval of the preliminary plat for the Rockin Wilco subdivision – Precinct 3.

**Background**

This proposed subdivision consists of 921 single family lots, 1 amenity lot, 6 open space/drainage lots, 16 landscape lots, 1 lift station lot and 49,603 feet of new roads on 277.3 acres.

**Timeline**

- 2022-04-11 – initial submittal of the preliminary plat
- 2022-05-11 – 1st review complete with comments
- 2022-06-13 – 2nd submittal of preliminary plat
- 2022-06-27 – 2nd review complete with comments
- 2022-07-08 – 3rd submittal of preliminary plat
- 2022-07-20 – 3rd review complete with comments
- 2022-07-21 – 4th submittal of preliminary plat
- 2022-07-21 – 4th review complete with comments clear
- 2022-07-21 – preliminary plat placed on the July 26, 2022 Commissioners Court agenda for consideration

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

preliminary plat - Rockin Wilco

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Adam Boatright

Final Approval Date: 07/21/2022

**Reviewed By**

Becky Pruitt

**Date**

07/21/2022 11:56 AM

Started On: 07/21/2022 11:31 AM

**SHEET INDEX**

SHEET NO.	DESCRIPTION
1	OVERALL PRELIMINARY PLAN
2	PRELIMINARY PLAT (SHEET 1 OF 4)
3	PRELIMINARY PLAT (SHEET 2 OF 4)
4	PRELIMINARY PLAT (SHEET 3 OF 4)
5	PRELIMINARY PLAT (SHEET 4 OF 4)
6	LINE AND CURVE TABLES
7	EXISTING DRAINAGE AREA MAP
8	PROPOSED DRAINAGE AREA MAP

# ROCKIN WILCO TRACT

## PHASE 1, 2, 3, 4, 5 & 6 PRELIMINARY PLAT WILLIAMSON COUNTY

**WATERSHED STATUS**

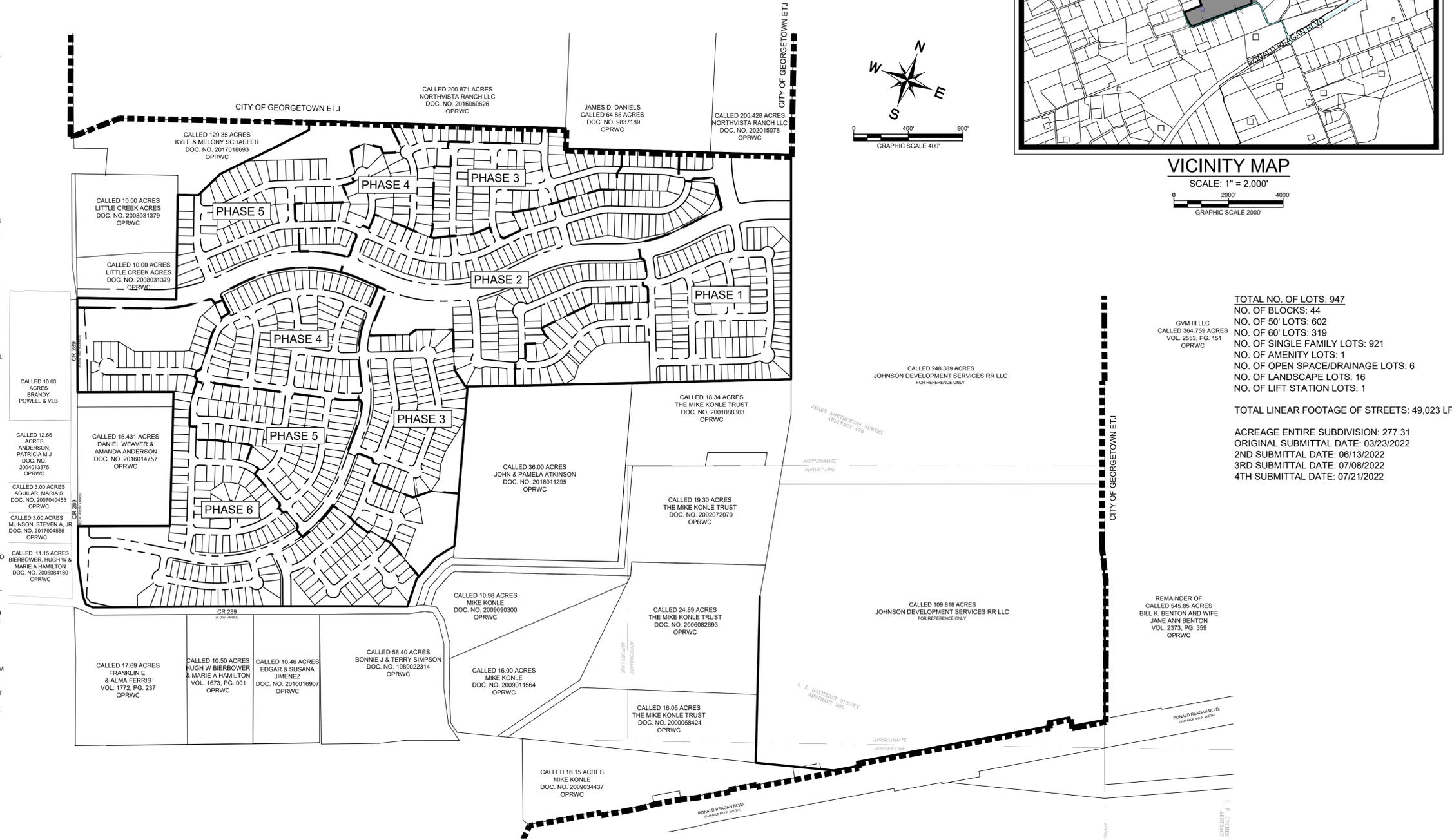
THIS SITE IS LOCATED IN THE NORTH FORK OF THE SAN GABRIEL WATERSHED.  
THIS SITE IS LOCATED IN THE EDWARDS AQUIFER CONTRIBUTING ZONE.

**FLOODPLAIN INFORMATION**

NO SINGLE FAMILY LOTS WITHIN THIS SUBDIVISION ARE ENCRoACHED BY A SPECIAL FLOOD HAZARD AREA INDICATED BY THE 100 YEAR FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY BOUNDARY MAP #4849102275E FOR WILLIAMSON COUNTY, EFFECTIVE DATE SEPTEMBER 28, 2008.

**GENERAL NOTES:**

- THE OWNER UNDERSTANDS THAT IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE CITY OR COUNTY TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL, AND LOCAL LAWS AND REGULATIONS RELATING TO THE ENVIRONMENT, INCLUDING, BUT NOT LIMITED TO THE ENDANGERED SPECIES ACT, STATE AQUIFER REGULATIONS, AND MUNICIPAL WATERSHED ORDINANCES.
- PROPERTY OWNER SHALL PROVIDE FOR ACCESS TO DRAINAGE EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY REGULATORY AUTHORITIES.
- ALL EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR THEIR ASSIGNS.
- MAINTENANCE OF THE DRAINAGE EASEMENTS SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER.
- THE SUBDIVISION IS LOCATED WITHIN THE JURISDICTION OF WILLIAMSON COUNTY.
- BUILDING SETBACK LINES SHALL BE IN ACCORDANCE WITH APPLICABLE OWNER RESTRICTIONS RECORDED IN COUNTY RECORDS AND WILLIAMSON COUNTY SUBDIVISION REGULATIONS OR APPLICABLE ORDINANCES BUT SHALL BE A MINIMUM OF 50 FEET FROM THE RIGHT-OF-WAY ALONG MAJOR ROADS AND 25 FEET FROM EDGE OF THE RIGHT-OF-WAY FROM ALL OTHER PUBLIC ROADS.
- FOR RIGHT-OF-WAY DEDICATION BEYOND 120 FEET IN OVERALL WIDTH, OR MAJOR HIGHWAYS AND ROADS, THE BUILDING SETBACK LINE OF 50 FEET MAY BE REDUCED BY THE WIDTH OF THE ADDITIONAL RIGHT-OF-WAY BEING DEDICATED BEYOND 120 FEET IN OVERALL WIDTH. HOWEVER, IN NO EVENT SHALL THE BUILDING SETBACK LINE BE LESS THAN 25 FEET FROM THE EDGE OF RIGHT-OF-WAY.
- BUILDING SETBACKS FROM PROPOSED DEDICATED ARTERIALS SHALL FOLLOW F2.1 FROM THE WILLIAMSON COUNTY SUBDIVISION REGULATIONS. THEREFORE THE SETBACK SHALL BE 80' FROM THE CENTERLINE OF THE PROPOSED ARTERIALS, BUT NO LESS THAN 25' FROM THE PROPOSED EDGE OF RIGHT OF WAY.
- DRIVEWAY ACCESS TO LOTS WITHIN THIS SUBDIVISION FROM SIDE STREETS IS PROHIBITED.
- NO STRUCTURE OR IMPROVEMENT OF ANY LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A WATER SUPPLY SYSTEM APPROVED BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY.
- NO STRUCTURE OR IMPROVEMENT ON ANY LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A WASTEWATER COLLECTION SYSTEM APPROVED BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY.
- THE OWNER OF THIS SUBDIVISION AND HIS HEIRS, SUCCESSORS AND ASSIGNS ASSUMES THE RESPONSIBILITY FOR PLANS FOR CONSTRUCTION OF ALL SUBDIVISION IMPROVEMENTS WHICH SHALL COMPLY WITH APPLICABLE CODES, RULES AND REGULATIONS AND REQUIREMENTS OF WILLIAMSON COUNTY, TEXAS AND THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY WHICH ARE IN EFFECT AND APPLICABLE AT THE TIME THE IMPROVEMENTS ARE DESIGNED AND CONSTRUCTED AT THE OWNERS SOLE EXPENSE IF PLANS TO CONSTRUCT THIS SUBDIVISION DO NOT COMPLY WITH SUCH CODES AND REQUIREMENTS.
- WATER SERVICE PROVIDED BY: CITY OF GEORGETOWN  
WASTEWATER SERVICE PROVIDED BY: CITY OF GEORGETOWN
- WATER AND WASTEWATER SYSTEMS SERVING THIS SUBDIVISION SHALL BE DESIGNED AND INSTALLED IN ACCORDANCE WITH THE DESIGN AND CONSTRUCTION STANDARDS OF THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) OR WILLIAMSON COUNTY. PLANS AND SPECIFICATIONS SHALL BE SUBMITTED TO TCEQ AND OTHER AGENCIES AS APPROPRIATE AT THE TIME SUCH PLANS ARE PREPARED.
- ALL STREETS TO BE DEDICATED FOR PUBLIC USE.
- THERE ARE NO CEMETERY SITES, EXISTING OR PROPOSED SCHOOL SITES OR OTHER PUBLIC SITES PROPOSED WITHIN THIS SUBDIVISION.
- THE MINIMUM STREET CENTERLINE RADIUS SHALL BE 180 FEET FOR LOCAL STREETS AND 470 FEET FOR COLLECTOR STREETS. THE MINIMUM STREET CENTERLINE RADIUS SHALL BE 1080 FEET FOR ARTERIAL STREETS.
- ALL LOTS SHALL BE A MINIMUM OF 30 FEET WIDE AS MEASURED 25 FEET FROM THE FRONT PROPERTY LINE.
- IF ANY SIDEWALKS ARE CONSTRUCTED IN THIS SUBDIVISION, THEY WILL BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.
- NO LOTS WITHIN THIS SUBDIVISION SHALL BE FURTHER SUBDIVIDED.
- DRIVEWAYS SHALL ONLY CONNECT TO AN INTERNAL PLATTED ROAD AND NOT TO CR 289.
- A 10' WIDE PUBLIC UTILITY EASEMENT SHALL BE DEDICATED ADJACENT TO ALL STREET R.O.W. ON ALL LOTS.



**TOTAL NO. OF LOTS: 947**  
 NO. OF BLOCKS: 44  
 NO. OF 50' LOTS: 602  
 NO. OF 60' LOTS: 319  
 NO. OF SINGLE FAMILY LOTS: 921  
 NO. OF AMENITY LOTS: 1  
 NO. OF OPEN SPACE/DRAINAGE LOTS: 6  
 NO. OF LANDSCAPE LOTS: 16  
 NO. OF LIFT STATION LOTS: 1

**TOTAL LINEAR FOOTAGE OF STREETS: 49,023 LF**

ACREAGE ENTIRE SUBDIVISION: 277.31  
 ORIGINAL SUBMITTAL DATE: 03/23/2022  
 2ND SUBMITTAL DATE: 06/13/2022  
 3RD SUBMITTAL DATE: 07/08/2022  
 4TH SUBMITTAL DATE: 07/21/2022

**ENGINEER/SURVEYOR**



10814 JOLLYVILLE ROAD, AVALLON IV, SUITE 200  
 AUSTIN, TEXAS 78759  
 CERTIFICATE OF REGISTRATION #928  
 CONTACT: ALEJANDRO E. GRANADOS RICO, P.E.

**OWNER/DEVELOPER**

ONX HOMES  
 3200 EARHART DRIVE  
 CARROLLTON, TEXAS 75006  
 TEL: (972) 904-0101  
 CONTACT: CURTIS COGBURN



KHA PROJECT NO. 069401900

PROJECT	DATE
069401900	JUNE 2022

SCALE: AS SHOWN  
 DESIGNED BY: AEC  
 DRAWN BY: DPD  
 CHECKED BY: AEC

07/08/2022

Alejandro E. Granados Rico

**OVERALL PRELIMINARY  
 PLAN**

**ROCKIN WILCO  
 TRACT  
 PRELIMINARY PLAT**  
 WILLIAMSON COUNTY, TEXAS

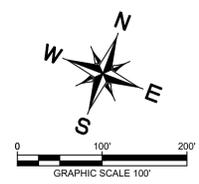
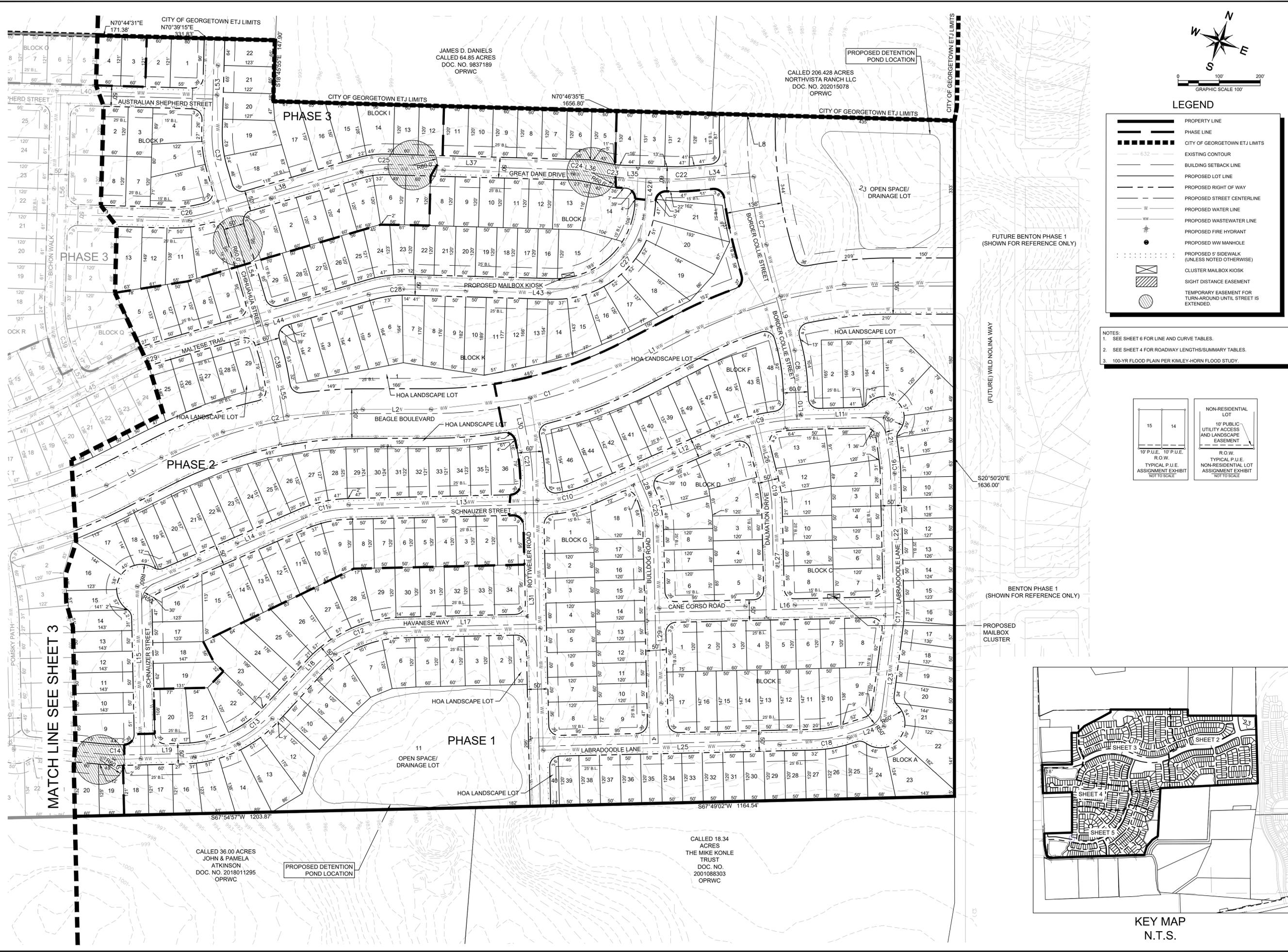
SHEET NUMBER  
**1**

Plotted By: Granados, Alex Date: July 21, 2022 10:36:46am File Path: K:\AUS\_Civil\069401900 Rockin Wilco\069401900 Preliminary\Plan\Sheets\C-Cover\_Sheet.dwg  
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ROCKIN WILCO PRELIM

KHA PROJECT NO. 069401900

Plotted By: Granddads, Alex Date: July 21, 2022 10:15:30am File Path: K:\US\_Civil\069401900\_Rockin Wilco\Final\069401900\_Preliminary\PlanSheets\C-Preliminary\_Plat.dwg  
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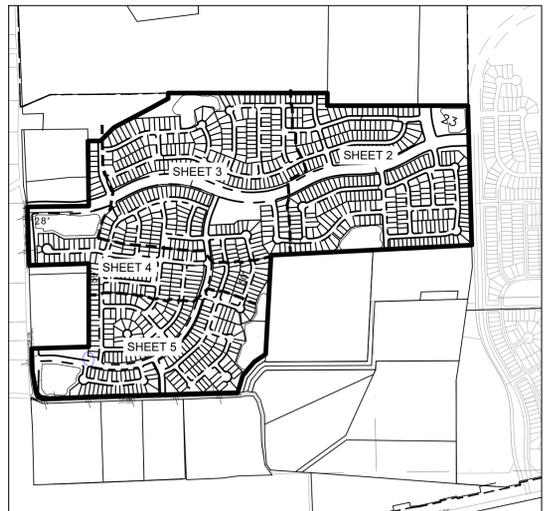


**LEGEND**

	PROPERTY LINE
	PHASE LINE
	CITY OF GEORGETOWN ETJ LIMITS
	EXISTING CONTOUR
	BUILDING SETBACK LINE
	PROPOSED LOT LINE
	PROPOSED RIGHT OF WAY
	PROPOSED STREET CENTERLINE
	PROPOSED WATER LINE
	PROPOSED WASTEWATER LINE
	PROPOSED FIRE HYDRANT
	PROPOSED WW MANHOLE
	PROPOSED S' SIDEWALK (UNLESS NOTED OTHERWISE)
	CLUSTER MAILBOX KIOSK
	SIGHT DISTANCE EASEMENT
	TEMPORARY EASEMENT FOR TURNAROUND UNTIL STREET IS EXTENDED.

- NOTES:**
- SEE SHEET 6 FOR LINE AND CURVE TABLES.
  - SEE SHEET 4 FOR ROADWAY LENGTHS/SUMMARY TABLES.
  - 100-YR FLOOD PLAIN PER KIMLEY-HORN FLOOD STUDY.

15' P.U.E. 10' P.U.E. R.O.W. TYPICAL P.U.E. ASSIGNMENT EXHIBIT NOT TO SCALE	NON-RESIDENTIAL LOT 10' PUBLIC UTILITY ACCESS AND LANDSCAPE EASEMENT R.O.W. TYPICAL P.U.E. NON-RESIDENTIAL LOT ASSIGNMENT EXHIBIT NOT TO SCALE



**KEY MAP  
N.T.S.**

<p>© 2022 KIMLEY-HORN AND ASSOCIATES, INC.        10814 JOLLYVILLE ROAD, AVALON IV, SUITE 200, AUSTIN, TX 78759        PHONE: 512-418-1771 FAX: 512-418-1791        WWW.KIMLEY-HORN.COM        TEXAS REGISTERED ENGINEERING FIRM F-928</p>	<p><i>Alexander C. Granddads</i></p>
<p>PRELIMINARY PLAT (SHEET 1 OF 4)</p>	<p>PRELIMINARY PLAT (SHEET 1 OF 4)</p>
<p>ROCKIN WILCO TRACT PRELIMINARY PLAT WILLIAMSON COUNTY, TEXAS</p>	<p>ROCKIN WILCO TRACT PRELIMINARY PLAT WILLIAMSON COUNTY, TEXAS</p>
<p>SHEET NUMBER <b>2</b></p>	<p>SHEET NUMBER <b>2</b></p>
<p>DATE</p>	<p>DATE</p>
<p>REVISIONS</p>	<p>REVISIONS</p>
<p>NO.</p>	<p>NO.</p>
<p>BY</p>	<p>BY</p>







Plotted By: Granados, Alex. Date: July 21, 2022 10:39:14am File Path: K:\AUS\_Civil\069401900\_Rockin Wilco\Cad\Preliminary\PlanSheets\C-Preliminary\_Plot.dwg  
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CURVE TABLE						
CURVE	RADIUS	LENGTH	CHORD BEARING	CHORD	DELTA	TANGENT
C1	1080.00'	513.58'	N55°30'54"E	508.75'	271°4'46"	261.74'
C2	1080.00'	502.98'	N55°47'46"E	498.44'	26°41'01"	256.13'
C3	1080.00'	953.68'	N67°45'05"E	923.00'	50°35'40"	510.45'
C4	1080.00'	944.81'	N67°59'12"E	914.97'	50°07'25"	505.03'
C5	1080.00'	551.27'	N57°32'52"E	545.30'	29°14'44"	281.78'
C6	1080.00'	146.47'	N68°17'08"E	146.35'	7°46'13"	73.35'
C7	1080.00'	312.58'	S27°36'23"E	311.49'	16°34'58"	157.39'
C8	470.00'	97.90'	S29°55'50"E	97.72'	11°56'04"	49.13'
C9	550.00'	213.22'	N56°42'43"E	211.89'	22°12'44"	107.97'
C10	300.00'	116.30'	N56°42'41"E	115.57'	22°12'41"	58.89'
C11	300.00'	115.50'	N56°47'16"E	114.79'	22°03'32"	58.47'
C12	300.00'	240.01'	N44°53'52"E	233.66'	45°50'19"	126.84'
C13	300.00'	240.50'	N44°56'40"E	234.11'	45°55'54"	127.13'
C14	400.00'	47.28'	N71°17'47"E	47.25'	6°46'21"	23.67'
C15	470.00'	78.36'	N26°51'58"W	78.27'	9°33'09"	39.27'
C16	300.00'	33.81'	S25°24'41"E	33.79'	6°27'25"	16.92'
C17	300.00'	45.96'	S17°47'37"E	45.92'	8°46'43"	23.03'
C18	300.00'	87.06'	S59°30'11"W	86.76'	16°37'41"	43.84'
C19	300.00'	66.40'	S28°31'24"E	66.26'	12°40'51"	33.33'
C20	200.00'	77.53'	S33°17'19"E	77.05'	22°12'41"	39.26'

CURVE TABLE						
CURVE	RADIUS	LENGTH	CHORD BEARING	CHORD	DELTA	TANGENT
C41	300.00'	143.73'	N32°57'06"W	142.36'	27°27'00"	73.27'
C42	300.00'	116.63'	N8°05'20"W	115.90'	22°16'31"	59.06'
C43	300.00'	260.36'	N21°48'51"W	252.27'	49°43'31"	139.02'
C44	470.00'	48.88'	N0°04'10"E	48.86'	5°57'30"	24.46'
C45	300.00'	121.70'	N31°36'36"W	120.87'	23°14'37"	61.70'
C46	470.00'	31.53'	N45°09'12"W	31.52'	3°50'36"	15.77'
C47	700.00'	612.38'	S67°59'12"W	593.03'	50°07'25"	327.34'
C48	180.00'	144.40'	S19°56'36"W	140.56'	45°57'47"	76.34'
C49	500.00'	141.34'	S11°08'10"E	140.87'	16°11'46"	71.14'
C50	500.00'	80.60'	S14°36'59"E	80.51'	9°14'08"	40.39'
C51	700.00'	359.63'	N12°24'46"W	355.68'	29°26'09"	183.87'
C52	700.00'	328.61'	N13°40'55"W	325.60'	26°53'50"	167.39'
C53	1000.00'	1400.36'	N39°53'03"E	1288.71'	80°14'05"	842.60'
C54	500.00'	95.90'	N74°30'24"E	95.75'	10°59'22"	48.10'
C55	300.00'	46.50'	N72°10'15"E	46.45'	8°52'49"	23.30'
C56	300.00'	38.01'	N72°58'53"E	37.98'	7°15'33"	19.03'
C57	300.00'	54.20'	N81°47'11"E	54.12'	10°21'03"	27.17'
C58	300.00'	94.01'	N77°59'05"E	93.62'	17°57'16"	47.39'
C59	300.00'	30.60'	S73°41'18"W	30.59'	5°50'42"	15.32'
C60	300.00'	254.81'	N84°54'05"W	247.22'	48°39'56"	135.66'

CURVE TABLE						
CURVE	RADIUS	LENGTH	CHORD BEARING	CHORD	DELTA	TANGENT
C21	470.00'	84.45'	N27°19'49"W	84.33'	10°17'41"	42.34'
C22	470.00'	58.63'	N67°12'10"E	58.59'	7°08'49"	29.35'
C23	180.00'	31.42'	N75°46'35"E	31.38'	10°00'00"	15.75'
C24	180.00'	31.42'	N75°46'35"E	31.38'	10°00'00"	15.75'
C25	200.00'	62.73'	N61°47'28"E	62.47'	17°58'13"	31.62'
C26	300.00'	94.08'	N61°47'23"E	93.69'	17°58'02"	47.43'
C27	220.00'	345.58'	S25°46'35"W	311.13'	90°00'00"	220.00'
C28	300.00'	94.09'	S61°47'28"W	93.71'	17°58'13"	47.44'
C29	300.00'	54.20'	S47°37'49"W	54.13'	10°21'07"	27.18'
C30	750.00'	662.28'	S67°45'05"W	640.97'	50°35'40"	354.48'
C31	300.00'	133.10'	S80°20'19"W	132.01'	25°25'13"	67.66'
C32	300.00'	109.22'	S57°11'54"W	108.62'	20°51'37"	55.22'
C33	300.00'	143.73'	N57°02'54"E	142.36'	27°27'00"	73.27'
C34	300.00'	127.26'	N55°28'33"E	126.31'	24°18'19"	64.60'
C35	300.00'	129.35'	N55°16'36"E	128.35'	24°42'12"	65.69'
C36	300.00'	141.71'	N56°27'25"E	140.39'	27°03'51"	72.20'
C37	300.00'	94.08'	S28°12'37"E	93.69'	17°58'02"	47.43'
C38	470.00'	50.13'	S34°08'17"E	50.11'	6°06'42"	25.09'
C39	300.00'	148.28'	S33°23'10"E	146.77'	28°19'09"	75.69'
C40	700.00'	95.32'	S23°07'39"E	95.24'	7°48'07"	47.73'

CURVE TABLE						
CURVE	RADIUS	LENGTH	CHORD BEARING	CHORD	DELTA	TANGENT
C61	300.00'	86.07'	S5°10'13"E	85.77'	16°26'16"	43.33'
C62	300.00'	88.64'	N21°51'13"W	88.32'	16°55'45"	44.65'
C63	300.00'	224.21'	N8°01'16"E	219.03'	42°49'13"	117.63'
C64	200.00'	117.59'	N30°13'55"W	115.90'	33°41'10"	60.55'
C65	500.00'	373.68'	S8°01'16"W	365.04'	42°49'13"	196.05'
C66	550.00'	398.53'	S50°11'23"W	389.87'	41°31'00"	208.47'
C67	200.00'	115.12'	S16°43'24"E	113.54'	32°58'48"	59.20'
C68	300.00'	38.78'	S25°58'23"E	38.76'	7°24'25"	19.42'
C69	200.00'	102.78'	S14°57'18"E	101.65'	29°26'35"	52.55'
C70	500.00'	258.87'	S14°35'56"W	255.99'	29°39'53"	132.41'
C71	300.00'	121.87'	S41°04'08"W	121.03'	23°16'30"	61.79'
C72	300.00'	155.32'	S14°35'56"W	153.60'	29°39'53"	79.44'
C73	300.00'	130.19'	S33°17'30"E	129.17'	24°51'51"	66.14'
C74	200.00'	27.77'	N31°09'28"W	27.74'	7°57'15"	13.91'
C75	1000.00'	299.88'	N71°24'38"E	298.76'	17°10'55"	151.08'

LINE TABLE		
LINE	LENGTH	BEARING
L1	150.00	N41°53'30.91"E
L2	165.98	N69°08'16.63"E
L3	150.00	N42°27'15.31"E
L4	150.00	S86°57'04.95"E
L5	194.27	N42°55'29.91"E
L6	277.99	N72°10'14.37"E
L7	84.25	N64°24'01.57"E
L8	8.11	S19°18'53.46"E
L9	247.09	S35°53'51.78"E
L10	85.14	S23°57'48.19"E
L11	193.20	N67°49'05.27"E
L12	339.52	N45°36'21.21"E
L13	476.41	N67°49'01.78"E
L14	427.32	N45°45'29.33"E
L15	400.48	N22°05'23.27"W
L16	580.00	N67°49'01.78"E
L17	326.18	N67°49'01.78"E
L18	154.85	N21°58'43.07"E
L19	145.21	N67°54'36.73"E
L20	230.73	N74°40'57.25"E

LINE TABLE		
LINE	LENGTH	BEARING
L61	273.87	N19°13'35.97"W
L62	159.14	N3°02'55.05"E
L63	98.63	N46°40'36.32"W
L64	175.15	N3°02'55.05"E
L65	136.23	N2°54'35.19"W
L66	303.14	S22°22'17.78"E
L67	328.58	N19°59'17.82"W
L68	400.26	N43°13'54.56"W
L69	82.46	N47°04'30.09"W
L70	200.87	N86°57'04.95"W
L71	319.94	S42°55'29.91"W
L72	442.17	S3°02'17.24"E
L73	860.37	S19°14'02.82"E
L74	111.00	S9°59'54.68"E
L75	273.42	N2°18'18.61"E
L76	161.00	N27°07'49.95"W
L77	320.02	N0°14'00.08"W
L78	534.30	N80°00'05.32"E
L79	213.51	N69°00'43.66"E
L80	614.35	N67°43'50.09"E

LINE TABLE		
LINE	LENGTH	BEARING
L121	190.00	S9°59'54.68"E

LINE TABLE		
LINE	LENGTH	BEARING
L21	103.45	S28°38'23.28"E
L22	327.93	S22°10'58.22"E
L23	232.61	S13°24'15.59"E
L24	83.75	S51°11'20.52"W
L25	664.89	S67°49'01.78"W
L26	137.42	S34°51'49.24"E
L27	246.17	S22°10'58.22"E
L28	56.14	S44°23'38.79"E
L29	526.01	S22°10'58.22"E
L30	100.01	N32°28'38.93"W
L31	791.01	N22°10'58.22"W
L32	152.77	N31°38'32.15"W
L33	296.13	N22°05'23.27"W
L34	132.35	N63°37'45.35"E
L35	117.85	N70°46'34.78"E
L36	59.92	N80°46'34.78"E
L37	454.02	N70°46'34.78"E
L38	386.41	N52°48'22.05"E
L39	271.84	N70°46'24.03"E
L40	819.57	N70°46'24.03"E

LINE TABLE		
LINE	LENGTH	BEARING
L81	319.40	N76°36'39.48"E
L82	160.02	N69°21'06.70"E
L83	893.13	N76°36'39.48"E
L84	132.45	N86°57'42.76"E
L85	545.74	N69°00'27.18"E
L86	34.99	S20°59'32.82"E
L87	479.78	S76°36'39.48"W
L88	161.99	S70°45'57.18"W
L89	483.18	N60°34'07.03"W
L90	295.36	S70°45'57.18"W
L91	158.41	S3°02'55.05"W
L92	172.43	S13°23'20.52"E
L93	176.46	N30°19'05.79"W
L94	833.40	N13°23'20.52"W
L95	71.59	N29°25'52.97"E
L96	74.91	N47°04'30.10"W
L97	361.84	N13°23'20.52"W
L98	180.59	S26°27'08.72"E
L99	425.08	S13°23'20.52"E
L100	206.28	S29°25'52.97"W

LINE TABLE		
LINE	LENGTH	BEARING
L41	54.22	N43°19'23.68"E
L42	54.13	S19°13'25.22"E
L43	350.75	S70°46'34.78"W
L44	546.74	S52°48'22.05"W
L45	226.07	S42°27'15.31"W
L46	419.89	N86°57'04.95"W
L47	346.83	S67°37'42.22"W
L48	559.59	S46°46'05.44"W
L49	78.37	N43°19'23.68"E
L50	431.23	N67°37'42.22"E
L51	275.17	N42°55'29.91"E
L52	74.29	N69°59'20.75"E
L53	222.18	S19°13'35.97"E
L54	465.88	S37°11'37.95"E
L55	115.91	S31°04'55.76"E
L56	508.00	S19°13'35.97"E
L57	67.21	S47°32'44.69"E
L58	550.41	S19°13'35.97"E
L59	187.34	S27°01'42.78"E
L60	47.92	N46°40'36.32"W

LINE TABLE		
LINE	LENGTH	BEARING
L101	257.50	S70°56'53.32"W
L102	480.00	N89°45'59.92"E
L103	332.72	S33°12'48.49"E
L104	445.00	S0°14'00.08"E
L105	96.38	S22°16'09.91"E
L106	206.98	S29°40'35.21"E
L107	694.05	S0°14'00.08"E
L108	308.81	S29°25'52.97"W
L109	61.94	S52°42'22.92"W
L110	290.00	N89°45'59.92"E
L111	290.00	N60°34'07.03"W
L112	129.76	S0°14'00.08"E
L113	438.57	S29°25'52.97"W
L114	207.76	N60°34'07.03"W
L115	140.35	S45°43'25.64"E
L116	176.29	S20°51'35.08"E
L117	108.57	N35°08'05.39"W
L118	65.08	N27°10'50.03"W
L119	181.89	N62°49'09.97"E
L120	228.68	N80°00'05.32"E







**Commissioners Court - Regular Session**

30.

**Meeting Date:** 07/26/2022

Indigent/Abandoned Burial

**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 any necessary action to approve order for interment by cremation of deceased (Jane L. Kopp) who passed away in Williamson County, TX where there has been no inquest by the Justice of the Peace and the county has discretion to inter, pursuant to Tex. Health & Safety Code § 711.002(e), and authorize Beck Funeral Home to move forward with interment.

**Background**

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Order for Interment - Kopp

**Form Review**

**Inbox**

County Judge Exec Asst. (Originator)

Form Started By: Andrea Schiele

Final Approval Date: 07/21/2022

**Reviewed By**

Becky Pruitt

**Date**

07/21/2022 01:34 PM

Started On: 07/21/2022 12:13 PM

STATE OF TEXAS                   §  
   §  
COUNTY OF WILLIAMSON       §

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**ORDER OF COMMISSIONERS COURT  
OF WILLIAMSON COUNTY, TEXAS  
AUTHORIZING INTERMENT  
OF DECEDENT’S REMAINS  
(Jane L. Kopp)**

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Pursuant to the Laws and Rules of the State of Texas, the Texas Health & Safety Code, Chapter 711, Section 711.002(e), and the common law granting the County authority to regulate the public health and safety, the Commissioners Court of Williamson County finds that:

Jane L. Kopp (SSN 062-5x-xxxx) passed away on May 7, 2022 at the age of 65 in Justice of the Peace, Pct. 2 of Williamson County, Texas while residing at: 403 Buttercup Creek Blvd., Cedar Park 78613.

The Court finds that there has been investigation to obtain information regarding next of kin and the ability to pay for interment expenses. However, all attempts to contact any known next of kin of the deceased’s family have failed to identify any responsive or known next of kin with the ability to pay for necessary expenses. In the facts presented in this case, the deceased’s body has either become abandoned or those with the ability to pay are unable to do so.

The Court finds that this case involves either an abandoned body or is qualified on the facts of this case for indigent burial; therefore, the county has

discretion to, if necessary, cover the costs of interment.

The Court further finds that the magistrate conducting the inquest shall inter the remains pursuant to Texas Health & Safety Code, Chapter 711, Section 711.002(e) and in this case the Justice of the Peace, Pct. 2 of Williamson County, Texas ordered an inquest and has requested county funding for an indigent burial or abandoned body for proper disposition of the deceased's body.

**IT IS THEREFORE ORDERED THAT** the deceased body shall be interred (*i.e.*, permanent disposition of remains by cremation, entombment, burial, or placement in a niche).

**IT IS FURTHER ORDERED THAT** Beck Funeral Home is granted authority to cremate the deceased.

Signed and entered this \_\_\_\_\_ day of July, 2022.

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Hon. Bill Gravell  
Williamson County Judge

**Commissioners Court - Regular Session**

**31.**

**Meeting Date:** 07/26/2022

Indigent/Abandoned Burial

**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 any necessary action to approve order for interment by cremation of deceased (Jack Owen) who passed away in Williamson County, TX where there has been no inquest by the Justice of the Peace and the county has discretion to inter, pursuant to Tex. Health & Safety Code § 711.002(e), and authorize Beck Funeral Home to move forward with interment.

**Background**

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Order for Interment - Owen

**Form Review**

**Inbox**

County Judge Exec Asst. (Originator)

Form Started By: Andrea Schiele

Final Approval Date: 07/21/2022

**Reviewed By**

Becky Pruitt

**Date**

07/21/2022 01:34 PM

Started On: 07/21/2022 12:18 PM

STATE OF TEXAS                   §  
   §  
COUNTY OF WILLIAMSON       §

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**ORDER OF COMMISSIONERS COURT  
OF WILLIAMSON COUNTY, TEXAS  
AUTHORIZING INTERMENT  
OF DECEDENT’S REMAINS  
(Jack Owen)**

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Pursuant to the Laws and Rules of the State of Texas, the Texas Health & Safety Code, Chapter 711, Section 711.002(e), and the common law granting the County authority to regulate the public health and safety, the Commissioners Court of Williamson County finds that:

Jack Owen (SSN Unknown) passed away on March 25, 2022 at the age of 57 in Justice of the Peace, Pct. 1 of Williamson County, Texas while admitted at: Seton Medical Center, 201 Seton Parkway, Round Rock, TX 78665.

The Court finds that there has been investigation to obtain information regarding next of kin and the ability to pay for interment expenses. However, all attempts to contact any known next of kin of the deceased’s family have failed to identify any responsive or known next of kin with the ability to pay for necessary expenses. In the facts presented in this case, the deceased’s body has either become abandoned or those with the ability to pay are unable to do so.

The Court finds that this case involves either an abandoned body or is qualified on the facts of this case for indigent burial; therefore, the county has

discretion to, if necessary, cover the costs of interment.

The Court further finds that there has been no inquest ordered in this case, and there is no person with duty to inter as set forth in Chapter 711 of the Texas Health & Safety Code; therefore, the duty to inter the remains or falls to Williamson County at this time.

**IT IS THEREFORE ORDERED THAT** the deceased body shall be interred (*i.e.*, permanent disposition of remains by cremation, entombment, burial, or placement in a niche).

**IT IS FURTHER ORDERED THAT** Beck Funeral Home is granted authority to cremate the deceased.

Signed and entered this \_\_\_\_\_ day of July, 2022.

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Hon. Bill Gravell  
Williamson County Judge

**Commissioners Court - Regular Session**

**32.**

**Meeting Date:** 07/26/2022

Indigent/Abandoned Burial

**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 any necessary action to approve order for interment by cremation of deceased (Orville Lee) who passed away in Williamson County, TX where there has been no inquest by the Justice of the Peace and the county has discretion to inter, pursuant to Tex. Health & Safety Code § 711.002(e), and authorize Beck Funeral Home to move forward with interment.

**Background**

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Order for Interment - Lee

**Form Review**

**Inbox**

County Judge Exec Asst. (Originator)

Form Started By: Andrea Schiele

Final Approval Date: 07/21/2022

**Reviewed By**

Becky Pruitt

**Date**

07/21/2022 01:34 PM

Started On: 07/21/2022 12:20 PM

STATE OF TEXAS                   §  
   §  
COUNTY OF WILLIAMSON       §

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**ORDER OF COMMISSIONERS COURT  
OF WILLIAMSON COUNTY, TEXAS  
AUTHORIZING INTERMENT  
OF DECEDENT’S REMAINS  
(Orville Lee)**

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Pursuant to the Laws and Rules of the State of Texas, the Texas Health & Safety Code, Chapter 711, Section 711.002(e), and the common law granting the County authority to regulate the public health and safety, the Commissioners Court of Williamson County finds that:

Orville Lee (SSN Unknown) passed away on January 3, 2022 at the age of 79 in Justice of the Peace, Pct. 1 of Williamson County, Texas while residing at: Holiday Parkwood Meadows Retirement Community, 310 Chisholm Trl #212, Round Rock, TX 78681.

The Court finds that there has been investigation to obtain information regarding next of kin and the ability to pay for interment expenses. However, all attempts to contact any known next of kin of the deceased’s family have failed to identify any responsive or known next of kin with the ability to pay for necessary expenses. In the facts presented in this case, the deceased’s body has either become abandoned or those with the ability to pay are unable to do so.

The Court finds that this case involves either an abandoned body or is

qualified on the facts of this case for indigent burial; therefore, the county has discretion to, if necessary, cover the costs of interment.

The Court further finds that there has been no inquest ordered in this case, and there is no person with duty to inter as set forth in Chapter 711 of the Texas Health & Safety Code; therefore, the duty to inter the remains or falls to Williamson County at this time.

**IT IS THEREFORE ORDERED THAT** the deceased body shall be interred (*i.e.*, permanent disposition of remains by cremation, entombment, burial, or placement in a niche).

**IT IS FURTHER ORDERED THAT** Beck Funeral Home is granted authority to cremate the deceased.

Signed and entered this \_\_\_\_\_ day of July, 2022.

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Hon. Bill Gravell  
Williamson County Judge

**Commissioners Court - Regular Session**

**33.**

**Meeting Date:** 07/26/2022

compFY23

**Submitted For:** Rebecca Clemons

**Submitted By:** Rebecca Clemons, Human Resources

**Department:** Human Resources

**Agenda Category:** Regular Agenda Items

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**Information**

**Agenda Item**

Discuss, consider and take appropriate action on a compensation presentation by Human Resources for FY23.

**Background**

Please see attached presentation.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

comp presentation

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**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Rebecca Clemons

Final Approval Date: 07/19/2022

**Reviewed By**

Becky Pruitt

**Date**

07/19/2022 12:06 PM

Started On: 07/19/2022 10:06 AM

# **FY23 COMPENSATION**

cpi.market review.merit.elected officials' salaries.salary  
study.TCDRS

# CPI AND HISTORICAL SUMMARY

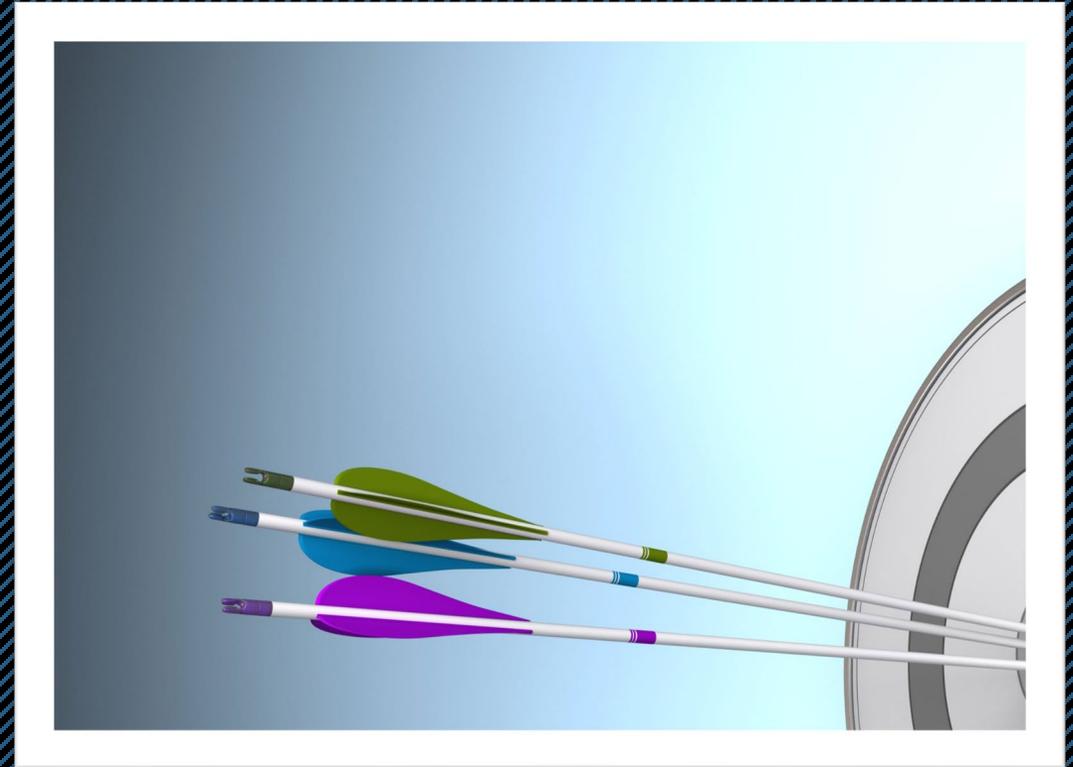


- We utilize the Dallas and Houston area Consumer Price Index's (CPI)
  - May 2022 – 9.1% (Dallas)
  - June 2022 - 10.2% (Houston)
- Salary study process helps us to ensure our salary grade chart is staying competitive for new hires
- Tenure chart funded for law enforcement
- COLA/Merit recommendations from HR
  - FY21 – no recommendation given; Court funded 2% merit lump sum
  - FY22 – recommended COLA at 4% and merit increase at 2%; Court approved recommendations
  - FY22 – Mid year COLA of 3% to all charts was recommended by HR and approved by Court

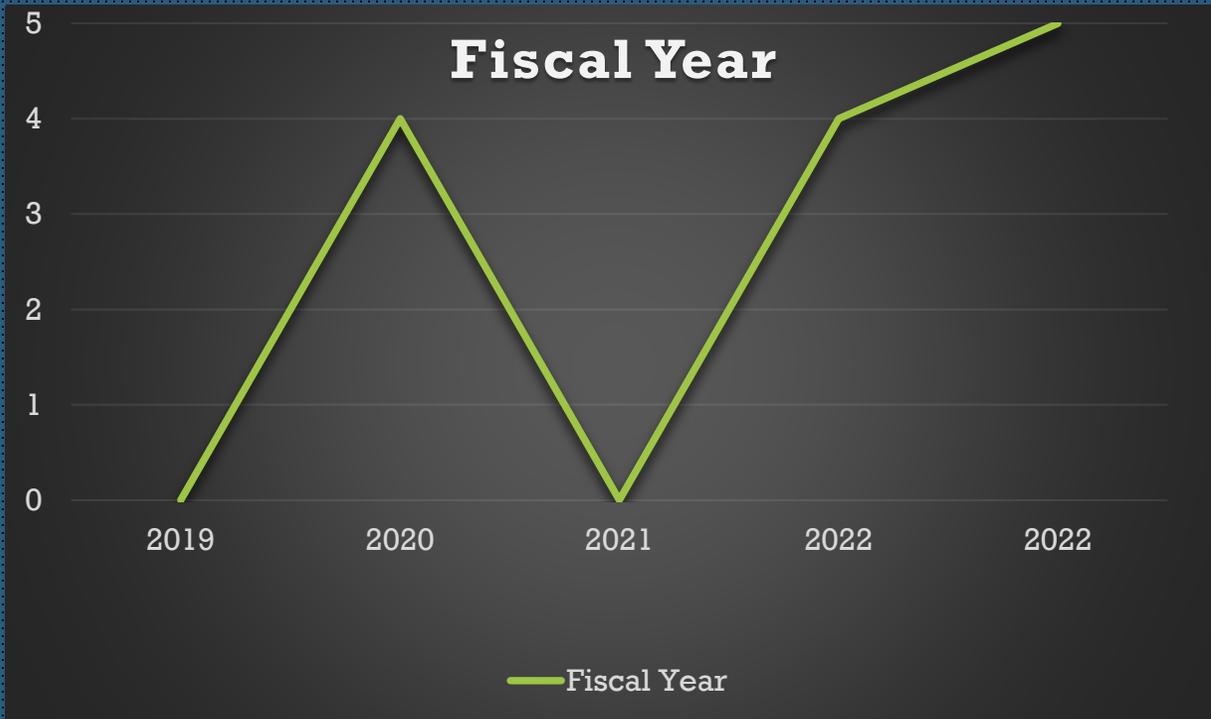
# MARKET REVIEW

- Data collected and reviewed from market
- FY23 recommendation from HR is 5% COLA and 3% merit for B and EX charts\*
- Merit would be tied to salary, lump sum only available for those at top of grade per policy
- Grant funded positions must have funding available within the grant for any increases
- New positions will be funded at 8% over the base
- L and C charts are already included in recommendations with Court approved 5% increases, plus funded tenure chart for FY23
- Pending requests for consideration

\* Per policy, small offices would receive 4% as outlined in the Employee Policy Manual



# ELECTED OFFICIALS SALARIES



- Recommendation for Elected Officials is also a 5% COLA , unless otherwise defined by Code
- One HB2384 increase this year
- Discussion on Adding Elected Officials Market Review to Cycle 6

# Salary Study Results Cycle 5a

Reviewed 91 positions and 68 different  
classifications



- Total # of positions with  
grade changes

63

- Total # of classifications  
after salary study

65

- Projected Total Fiscal Impact

\$ 111,821.13 (without fringe)\*includes  
the Auditors office which is pending  
approval by the District Judges

# TCDRS

TEXAS COUNTY & DISTRICT RETIREMENT SYSTEM

## Retiree COLA

# of benefit payees – 1,001

- No increase
- Flat – historically 1%
- % CPI – historically 60%
- Repeating COLA designation

## Cost Scenarios

- No increase – 15.19%
- 60% CPI – 16.64%
- 2% increase, no lump sum - 15.60%

## Rate Recommendations

- Current required rate for 2023 is 15.19%
- Included in budget recommendations is 15.54% (includes a 2% increase for retirees and a 700K lump sum payment)
- 2022 rate was 16.18%, with a 1% increase for retirees
- 2021 rate was 14.56%, with no increase for retirees
- 1 of 28 counties with a 250% match

**Commissioners Court - Regular Session**

**34.**

**Meeting Date:** 07/26/2022

EPMdraft2

**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 draft changes to the Employee Policy Manual for FY23.

**Background**

The attached copy is simplified to include text only for readability. Once all changes are approved, we will add the graphics and the design aspect back in. Page 18 includes the previous page for reference, as we reconfigured the text into table. All draft changes are red lined for review.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

EPMdraft.two

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Rebecca Clemons

Final Approval Date: 07/19/2022

**Reviewed By**

Becky Pruitt

**Date**

07/19/2022 12:05 PM

Started On: 07/19/2022 09:05 AM

**Williamson County  
Employee Policy Manual  
Effective October 1, 2021**

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## **Policy Manual Disclaimer**

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

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

## **About Williamson County Government**

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

### **Commissioners Court**

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

### **County Operations**

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

# Employment

## At Will Employment

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

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

## Equal Employment Opportunity & ADA Compliance

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

## Employment Status

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

If the temporary employee cannot be categorized as seasonal and customary, then the temporary employee can work no more than 29 hours in a pay week. Customary must meet the criteria: (i) by the nature of the position an employee typically works for a period of six months or less, and (ii) the period of employment should begin each calendar year in approximately the same part of the year, such as summer or winter. Please contact your HR Generalist to determine the parameters for any temporary employees.

## Position Classification

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

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

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

# Employment

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

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

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

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

# Employment

## Recruitment

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

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

## Candidate Selection Process

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

## Nepotism

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

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

# Employment

## **Hiring Post TCDRS Retirement**

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

## **Pre-Employment Screening**

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

## **Post Hire**

### **New Employee Orientation**

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

### **Direct Deposit**

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

### **Texas County and District Retirement System Contributions (TCDRS)**

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

# Employment

## Transfers

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

Transfers to and from WCCHD, Museum or CSCD are considered employment separations.

## Separation of Employment

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

The following will be paid on the final paycheck or when County assets have been disabled/returned to the County:

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

## Adjusted Service Dates for Rehired Employees (non-retirement)

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

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

# Work Environment

## Communications to Employees

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

## Breaks

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

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

## Lactation breaks

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

## Reporting Time Worked and Leave Time

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

- Nonexempt: Employees must report all hours worked and leave time taken in the timekeeping system.
- Exempt: Employees do not enter the hours worked, but must record leave time such as sick, or vacation, or FMLA<sup>[UG1]</sup> in the timekeeping system. Holiday time is preloaded for all exempt employees. Payroll must be contacted to adjust holiday time if an exempt employee works on the holiday.

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

## Employee Leave Policies

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

# Leave Chart

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

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

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

\*Refer to Non-Exempt Public Safety Adjustment policy

## Leave Chart

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

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

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

## Leave Chart

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

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

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

Wilco PTO leave time is applied in the following order:

1) Compensatory time 2) Vacation leave

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

# Family Medical Leave Chart

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

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

# Family Medical Leave Chart

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

Entitlement	Policy
<b>Military Family Leave– Service Member Caregiver Leave</b>	
<ul style="list-style-type: none"> <li>Under certain circumstances, employees who meet the eligibility requirements for FMLA leave to take up to 26 weeks of leave in a single</li> <li>12-month period to care for their ill or injured spouse, child, parent or next of kin (closest blood relative), who is a covered service member.</li> <li>If a husband and wife both work for the Company and each wishes to take leave to care for a covered injured or ill service member, the husband and wife may only take a combined total of 26 weeks of leave.</li> <li>The 26 weeks of leave includes any Basic FMLA leave taken. However, if the leave qualifies both for Basic FMLA leave and for Service member Caregiver Leave, then the leave will first be designated as Service member Caregiver leave.</li> <li>The single 12-month period begins on the first day the eligible team member takes FMLA leave to care for a covered service member and ends 12 months after that date. If an eligible team member does not take all of his or her 26 weeks of leave entitlement to care for a covered service member during this "single 12-month period," the remaining part of his or her 26 workweeks of leave entitlement to care for the covered service member is forfeited. The 26 week leave entitlement is to be applied on a per- covered-service member, per-injury basis.</li> </ul>	<p>The term "covered service member" for purposes of Service member Caregiver Leave means:</p> <ul style="list-style-type: none"> <li>A member of the Armed Forces (including a member of the National Guard or Reserves) who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness.</li> <li>A veteran who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness and who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during the period of 5 years preceding the first date on which the veteran takes FMLA leave to care for the covered veteran.</li> <li>The term "serious injury or illness":</li> <li>In the case of a member of the Armed Forces (including a member of the National Guard or Reserves), means an injury or illness that was incurred by the member in line of duty on covered active duty in the Armed Forces (or existed before the beginning of the member's covered active duty and was aggravated by service in line of duty on covered active duty in the Armed Forces) and that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating.</li> <li>In the case of a veteran who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during a period when the person was a covered service member, means a qualifying (as defined by the Secretary of Labor) injury or illness that was incurred by the member in line of duty on a covered active duty in the Armed Forces (or existed before the beginning of the member's covered active duty and was aggravated by service in line of duty on covered active duty in the Armed Forces) and that manifested itself before or after the member became a veteran.</li> <li>Certification for the serious injury or illness of the covered service member may be required, the employee must respond to such request within 15 days or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave.</li> </ul>
<b>Please contact Human Resources for additional information below:</b>	
<ul style="list-style-type: none"> <li>Since the laws and regulations governing <a href="#">basic FMLA</a>, military leave, and military family leave are frequently being changed, if you have any military related leave request, please check with Human Resources to determine eligibility under the then current applicable rules.</li> </ul>	
<ul style="list-style-type: none"> <li>Restoration of Employment</li> <li>Employee Benefits</li> <li>Group Health Benefits</li> </ul>	<ul style="list-style-type: none"> <li>Certification of Health</li> <li>Relationship to PTO</li> <li>Notification</li> <li>Status Reports</li> </ul>
<ul style="list-style-type: none"> <li><a href="#">Leave Without Pay (LWOP)</a></li> <li>Intermittent Leave</li> <li>Failure to Return from FMLA Leave</li> <li>Baby Bonding FMLA Leave</li> </ul>	

# Administrative Leave

Occurrences of administrative leave with or without pay are rare, but may be appropriate when the Department Head believes immediate action is necessary to protect an employee, the Department, the public, and/or needs additional time to investigate an employee's performance or behavior.

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

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

# Sick Leave Pool

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

# Work Environment

## Benefits

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

<b>Benefits</b>		
<ul style="list-style-type: none"> <li>• Full-time employees are eligible for medical, vision, dental, group term life, voluntary term life, FSA and voluntary supplemental benefits coverage on the first of the month following the completion of 60 days of employment.</li> <li>• Current employees can make changes to benefits only during open enrollment or due to a qualified life event.</li> <li>• If an employee is on leave under USERRA, it is the employee's responsibility to cancel benefits if they are no longer needed.</li> </ul>		
<b>Type</b>	<b>Policy</b>	<b>Premium Payment</b>
<b>Medical, Vision, Dental</b>	<ul style="list-style-type: none"> <li>• Full-time employees must enroll during new-hire enrollment period and/or subsequent open-enrollment periods.</li> </ul>	<ul style="list-style-type: none"> <li>• Employees are responsible for the employee portion of all benefit premiums. If an employee is on leave without pay (LWOP), for any reason, unpaid premiums must be paid through payroll deductions upon return to work.</li> <li>• Employees who do not return to work, after LWOP, are responsible for unpaid premiums.</li> <li>• Failure to pay premiums will result in termination of benefits. Benefits termination will be determined based on the last payroll deduction.</li> <li>• Upon retirement, the retiree benefit premiums must be paid prior to the month of coverage.</li> </ul>
<b>Voluntary Term Life</b>	<ul style="list-style-type: none"> <li>• Full-time employees may purchase additional voluntary life insurance for themselves and their dependents during new-hire enrollment or during open enrollment.</li> </ul>	
<b>Short Term Long Term Disability (STD/LTD)</b>	<ul style="list-style-type: none"> <li>• Full-time employees may select STD/LTD during open enrollment. If STD/LTD are not selected during the initial open enrollment, or if there is a gap in coverage, an application will need to be submitted prior to coverage enrollment.</li> </ul>	
<b>Flex Spending Account (FSA) Health &amp; Dependent Care</b>	<ul style="list-style-type: none"> <li>• Full-time employees may elect FSA during new-hire benefit enrollment or subsequent open enrollment.</li> <li>• Maximums may apply.</li> </ul>	<ul style="list-style-type: none"> <li>• If an employee is on leave without pay, for any reason, the employee is responsible for the elected benefit deduction to be paid within the same elected tax plan year as the elected benefit.</li> <li>• Contributions may be paid by the employee:</li> <li>• After tax payment during leave without pay</li> <li>• Pre-tax payroll deduction upon return</li> <li>• If contributions are unpaid, benefits may be terminated back to the last date of the pay period in which premiums are paid.</li> </ul>
<b>Group Term Life</b>	<ul style="list-style-type: none"> <li>• Full-time employees receive group life insurance for themselves and covered spouse/children at no cost.</li> </ul>	<ul style="list-style-type: none"> <li>• Premiums paid by employer regardless of active employee status.</li> </ul>
<b>Voluntary Supplemental Benefits</b>	<ul style="list-style-type: none"> <li>• Full-time employees may purchase these additional offerings during new-hire enrollment or during a subsequent open enrollment.</li> </ul>	<ul style="list-style-type: none"> <li>• If an employee is on leave without pay, premiums must be paid directly to vendors to avoid cancellation.</li> <li>• Once the employee returns to work, premiums will be deducted from paycheck as previously scheduled</li> </ul>
<b>Employee Assistance Program (EAP)</b>	<ul style="list-style-type: none"> <li>• EAP is provided to all full-time and part-time employees and offers 24/7/365 access to short-term counseling, WorkLife services, legal and financial consultations, ID theft and fraud resolution, wellness tools, and much more.</li> </ul>	<ul style="list-style-type: none"> <li>• EAP is provided at no cost to all full-time and part-time employees regardless of enrollment status in medical benefits.</li> <li>• EAP extends to household members.</li> <li>• The benefit waiting period does not apply to EAP, which is available on start date.</li> </ul>
<b>Retirement</b>	<ul style="list-style-type: none"> <li>• Williamson County has a very generous retirement plan which all full-time and part-time employees are required to contribute to every pay period.</li> </ul>	<ul style="list-style-type: none"> <li>• See additional information on TCDRS in the Employment section.</li> <li>• Visit TCDRS at <a href="http://www.tcdrs.org">www.tcdrs.org</a></li> </ul>

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## Expenditure Guidelines

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

# Expenditure Guidelines

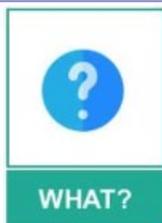
Type	Policy
<b>Airfare</b>	<ul style="list-style-type: none"> <li>• Employees are responsible for excess cost and additional travel expenses resulting from taking an indirect route, an early departure, or a delayed return trip for personal preference or convenience. <u>Supporting documentation showing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

# Expenditure Guidelines

Type	Policy												
<b>Lodging</b>	<ul style="list-style-type: none"> <li>• <u>Third party reservation sites are prohibited as these expenses and taxes are not itemized, may include hidden booking fees, and generally do not provide cancellation policies.</u></li> <li>• Lodging expenses are reimbursed only if travel is beyond a 45-mile radius from the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626.</li> <li>• Government rate or least expensive rate should be requested at all times.</li> <li>• Hotel accommodations require an itemized hotel folio as a receipt.</li> <li>• When lodging is shared by two or more employees, the names of the authorized travelers should be noted on the receipt.</li> <li>• Personal telephone charges, whether local or long distance, are not reimbursable.</li> <li>• Single room rate charge plus any applicable tax is reimbursable, no exceptions.</li> <li>• <u>Valet parking is not allowed when self-park is available and accessible at the hotel, unless safety is a concern.</u></li> <li>• <u>When placing the reservation, only hotel required deposits may be placed on the p-card. The remainder must be paid at time of check out.</u></li> </ul>												
<b>Meals</b>	<ul style="list-style-type: none"> <li>• Meals are reimbursable only for County business trips that are outside the County with the exception of;                             <ul style="list-style-type: none"> <li>• Commissioners Court meetings that extend beyond 1:00 p.m.</li> <li>• Off-site staff development opportunities that are held within the County.</li> </ul> </li> <li>• Meal reimbursements are limited as follows:                             <table border="1" style="margin: 10px auto; border-collapse: collapse; text-align: center;"> <thead> <tr> <th style="width: 70%;">Travel Type</th> <th style="width: 30%;">Daily Meal Reimbursement Maximum</th> </tr> </thead> <tbody> <tr> <td>Day-trip (work concluded by 8:00 pm)</td> <td>\$25</td> </tr> <tr> <td>Day-trip (work extends beyond 8:00 pm)</td> <td>\$59</td> </tr> <tr> <td>Overnight travel (excluding return travel date, see below)</td> <td>\$59</td> </tr> <tr> <td>• Day of return (travel concluded by 8:00 pm)</td> <td>\$25</td> </tr> <tr> <td>• Day of return (travel extends beyond 8:00 pm)</td> <td>\$59</td> </tr> </tbody> </table> </li> </ul> <ul style="list-style-type: none"> <li>• The reimbursement of meal costs for day-trips will be reimbursed on the employee's paycheck and will be processed as taxable income.</li> <li>• All meals not associated with an overnight stay are taxable.</li> <li>• If an overnight stay occurs out of County, but the stay does not exceed a 45-mile radius from the Historic Courthouse, an employee may claim an amount up to the \$59.00 overnight allowance for meals, lodging will not be reimbursed.</li> <li>• Any meals related to business travel cannot be charged to the p-card except in certain cases, approved in advance by the Auditor.</li> <li>• Meal receipts are not required for per-diem.</li> <li>• Alcoholic beverages are not reimbursed.</li> <li>• If employment duties require traveling to alternate work locations within the County, meals are not reimbursable.</li> <li>• Meals purchased for entertainment/business purposes are not allowed.</li> <li>• Meal reimbursements are paid for County employees only.</li> </ul>	Travel Type	Daily Meal Reimbursement Maximum	Day-trip (work concluded by 8:00 pm)	\$25	Day-trip (work extends beyond 8:00 pm)	\$59	Overnight travel (excluding return travel date, see below)	\$59	• Day of return (travel concluded by 8:00 pm)	\$25	• Day of return (travel extends beyond 8:00 pm)	\$59
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# Expenditure Guidelines

Type	Policy
<b>Lodging</b>	<ul style="list-style-type: none"> <li>• Lodging expenses are reimbursed only if travel is beyond a 45 mile radius from the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626.</li> <li>• Government rate or least expensive rate should be requested at all times.</li> <li>• Hotel accommodations require an itemized hotel folio as a receipt.</li> <li>• When lodging is shared by two or more employees, the names of the authorized travelers should be noted on the receipt.</li> <li>• Personal telephone charges, whether local or long distance, are not reimbursable.</li> <li>• Single room rate charge plus any applicable tax is reimbursable, no exceptions.</li> </ul>
<b>Meals</b>	<ul style="list-style-type: none"> <li>• The reimbursement for meal costs in travel of less than one day will be reimbursed on the employee's paycheck and will be processed as taxable income.</li> <li>• Meals are reimbursable only for County business trips that are outside the County with the exception of; Commissioners Court meetings that extend beyond 1:00 p.m. and off-site staff development opportunities that are held within the County.</li> <li>• Meal reimbursements are limited to a maximum of \$50.00 per day:             <ul style="list-style-type: none"> <li>• \$20.00 for meals when traveling outside the County for day trips.</li> <li>• \$20.00 for meals on day of return for overnight travel (unless returning after 8pm).</li> <li>• \$50.00 for meals when traveling outside the County with an overnight stay or work hours extend beyond 8:00pm (documentation may be required).</li> <li>• If an overnight stay is required, out of County, but the stay does not exceed a 45-mile radius from the Historic Courthouse, an employee may claim an amount up to the \$50.00 overnight allowance for meals, lodging will not be reimbursed.</li> <li>• \$50.00 for meals when traveling outside the County for day trips and the work hours extend beyond 8:00pm (documentation may be required).</li> </ul> </li> <li>• Any meals related to business travel cannot be charged to the p-card except in certain cases, approved in advance by the Auditor.</li> <li>• All meals not associated with an overnight stay are taxable.</li> <li>• Meal receipts are not required for per-diem.</li> <li>• Alcoholic beverages are not reimbursed.</li> <li>• If employment duties require traveling to alternate work locations within the County, meals are not reimbursable.</li> <li>• Meals purchased for entertainment/business purposes are not allowed.</li> <li>• Meal reimbursements are paid for County employees only.</li> </ul>



## Expenditure Guidelines

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

# Expenditure Guidelines

## NON-REIMBURSABLE EXPENSES

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

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

# Expenditure Guidelines

Type	Policy
<b>Uniforms</b>	<p>The relevant elected official will issue uniforms for law enforcement and corrections personnel, subject to policies. Uniforms for all County personnel are subject to the following County-wide policy*:</p> <ol style="list-style-type: none"> <li>1. Employees will not be issued a uniform, unless the department head has determined that the wearing of a uniform is a reasonable job requirement.</li> <li>2. All uniforms will be distinctive and not adaptable for personal use. Items that can be easily converted to everyday use, such as jeans and most footwear are taxable to both the employee and the employer. The employee will be taxed for these types of purchases on their paycheck.</li> <li>3. The uniform must be worn at all times while on duty, required by management as a condition of employment. The uniform may also be worn while traveling directly to or from a location where the uniform is required or while on an authorized meal or other break. The uniform may not be worn at any other time.</li> <li>4. All uniforms and other County property must be promptly returned if County employment ends.</li> <li>5. Employees will not be issued a uniform without written acknowledgment of this policy.</li> <li>6. Current budgeted funds cannot be expended for uniforms except in compliance with this policy.</li> <li>7. <u>Footwear including type/brand for all departments must be approved during the budget process. The department must prove footwear is needed for health and safety reasons, and get approval from the Budget Office prior to the purchase. This approval must be sent with invoice.</u></li> </ol> <p>*The Commissioners Court must approve uniform funding for any official, employee, or reserve deputy.</p>
<b>Other Expenses</b>	<ul style="list-style-type: none"> <li>• A department may purchase small appliances (i.e. microwaves, refrigerators) for the convenience of their employees.</li> <li>• Only paid receipts will be reimbursed.</li> <li>• For additional details on ineligible expense items refer to the County Budget Order.</li> <li>• If a receipt is unattainable or is lost, a written statement must be submitted for the expense.</li> <li>• Reasonable tips, <u>not to exceed 20%</u>, are allowed for alternate means of transportation, such as taxis, shuttles, and Uber rides.</li> <li>• <u>Detailed invoices are required for p-card charges. Order confirmations are not acceptable.</u></li> </ul>
<b>Employee Recognition Expenses</b>	<ul style="list-style-type: none"> <li>• Employee recognition expenses should be nominal in nature and will only be reimbursed up to the amount designated in the Budget Order.</li> <li>• Employees can be taxed for these items.</li> <li>• In order to avoid an item being taxable, recognition items must clearly identify the purpose. The following purchases will be allowable:</li> <li>• Employee Recognition:             <ul style="list-style-type: none"> <li>○ Plaques, awards or certificates of recognition for service</li> <li>○ Plaques, awards or certificates of recognition for retirement</li> <li>○ Plaques, awards or certificates of recognition for exemplary job performance</li> </ul> </li> <li>• Employee requirements:             <ul style="list-style-type: none"> <li>• \$60 for employees with up to 15 years of service</li> <li>• \$120 for employees with more than 15 years of service</li> <li>• No reimbursement of sales tax will be allowed.</li> <li>• Refer any questions to the Auditor’s Office for clarification of purchases in this area prior to incurring expenses.</li> <li>• The purchase of gift cards, refreshments, except as indicated in the Budget Order (cakes, drinks, etc.), or meals is not allowable as they are taxable items.</li> </ul> </li> </ul>

# Compensation

## Compensation Philosophy

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

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

## Salary Study

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

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

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

Cities used will be: Georgetown, Cedar Park, Austin, Round Rock, Leander, Hutto, Jarrell, Taylor & Liberty Hill.

\*This list may be amended as needed based on unique attributes of some position classifications

## Salary Study Findings

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

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

# Compensation

## Pay Frequency and Work Week

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

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

## Payroll Corrections

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

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

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

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

## Pay Schedules (pay charts)

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

## Timeline for Compensation Changes

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

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

# Compensation

## Court Reporters

### **Employment Status**

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

### **Work Hours**

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

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

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

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

- Transcripts Prepared During Working Hours  
Transcripts prepared for the public entities and persons listed above as a part of the Court Reporter’s daily or assigned duties during work hours shall be paid their salary wages for all hours worked, but no additional pay per page of transcripts prepared at work.
- Transcripts Prepared Outside of Hours Worked  
Transcripts prepared for the public entities and persons listed above, by the Court Reporter on his or her own time and outside of any other work for the Court (i.e. attending, recording and reading back court proceedings), shall be paid the maximum established per page rate for transcripts established by the Court, or State, as may be applicable, for such transcripts prepared by the Court Reporter. Time spent preparing transcripts for these parties outside of work, on the Court Reporter’s own time, is not considered time worked and no salary wages or overtime will be paid in relation to this time.
- Private Paid Transcripts  
Private paid transcripts are ordered by third parties such as attorneys, media, etc. Preparation of transcripts, including any portion thereof, for private paid clients cannot be conducted during the normal work hours or utilizing County equipment, office space or supplies. This is an independent contractor relationship between the Court Reporter and the third-party client, and the production of the transcript must be performed outside of hours the Court Reporter performs work for the Court. The fees and collection of payment for these transcripts shall be freely negotiated between the Court Reporter and the third party client, and are not set by the judge who presided over the proceedings.

# Compensation

## Salary and Position Changes

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

Salary/Position Changes					
Type	Description/Policy	Pay +	Pay –	Approval Process	Additional Information
<b>Merit</b>	<ul style="list-style-type: none"> <li>Merit funding can only be used for performance pay increases.</li> <li>Merit is awarded based on job performance which is evaluated by the applicable department head or elected official. Therefore, an employee must receive a performance evaluation in order to be eligible for a merit increase.</li> <li>An employee is eligible for merit after 90 days in their current position.</li> </ul>	Max of <del>57</del> 6% per employee, per budget year* authorized as a merit percentage amount and added to their annual salary. If an employee reaches the maximum of their grade, a lump sum may be issued.	N/A	<ul style="list-style-type: none"> <li>Oracle workflow required.</li> <li>Each processing period will have a cut-off date.</li> <li>Employee must have completed 90 days of employment by that date.</li> <li>A line-item transfer form must be submitted in addition to the workflow.</li> <li>Merit can only be transferred out of the merit line item.</li> <li>Merit is not transferrable between positions.</li> </ul>	<ul style="list-style-type: none"> <li>District Court Reporters, Elected Officials, Director of Juvenile Services, County Auditor, Positions on the LE and C Charts are not eligible for merit increases.</li> <li>Merit for small departments with 4 or fewer merit-eligible employees who do not roll up to a department with an 8000 account, will be granted merit at 1% higher than the amount approved by the Commissioners Court not to exceed 5%. (i.e. if the Court approves merit at 3%, the small departments will receive 4%)</li> <li>Verification of evaluation required.</li> </ul>
<b>Position Salary Surplus</b>	<ul style="list-style-type: none"> <li>Cannot be used for merit increases.</li> <li>Cannot be requested to be moved between positions after February 15th.</li> </ul>	Refer to filling a vacancy, promotion and/or reclassification policies.	N/A	Refer to filling a vacancy, promotion, and reclassification policies.	Contact HR for additional requirements.
<b>Lateral Moves</b>	When an employee moves to a new or like position with the same grade.	Can utilize money on new position up to 15% over minimum of the grade or employee's current salary, if higher.	Can utilize money on new position up to 15% over minimum of the grade or employee's current salary, if higher.	Oracle workflow required.	Contact HR for additional requirements.
<b>Filling a Vacancy</b>	When a current employee separates from employment or position. Applies to B Chart only.	A vacant position may be filled with a salary up to 15% above the minimum of the pay grade, See promotion for current employees	N/A	Oracle workflow required.	The maximum salary for a position cannot exceed the budgeted annual salary even if the full amount may not be used during the budget year due to the position being vacant for part of the year (i.e. budgeted salary = \$30,000, position vacant 6 months = \$15,000 not used, when filled the maximum salary cannot exceed \$30,000 even though \$15,000 is unused).
<b>Retention</b>	An increase in pay that is awarded to an employee, as an incentive to retain them in their current position, when the employee has received a bona-fide job offer from another department or employer or there is a high risk that the employee will be recruited or seek employment for a similar position with another employer or department with a higher salary.	Maximum of 10% above the current salary*.	N/A	<ul style="list-style-type: none"> <li>Approval by Commissioners Court; public hearing required if additional funding is needed. Change will be effective on the first pay period after Court approval.</li> <li>Oracle workflow required.</li> <li>Verification required.</li> </ul>	Contact HR for additional requirements.

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

# Compensation

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

# Compensation

## County Longevity Pay

(Excludes Sheriff's Office Commissioned Deputies – Law Enforcement and Corrections)

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

- County longevity is paid biweekly and begins with the pay period following the completion of five years of employment.
- Full-time employees will accrue the following per pay period:
  - \$24.00 per pay period after five years of employment
  - \$48.00 per pay period after ten years of employment
  - \$72.00 per pay period after fifteen years of employment
  - \$96.00 per pay period after twenty years of employment
  - \$120.00 per pay period after twenty-five years of employment
- ~~County Longevity pay begins with the pay period following the completion of five years of employment and increases each five years to a maximum of 25 years (Subject to proration).~~
- ~~County Longevity is paid as a lump sum each December for the previous year, calculated starting from the first pay period in December, with the exception of employees previously authorized to receive payments bi-weekly.~~
- Part-time employees will no longer be eligible for County longevity effective November 18, 2016.

## Statutory Longevity Pay

### Exclusive to Sheriff's Office Commissioned Deputies – Law Enforcement and Corrections

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

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

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

## Tenure Pay Scale Compensation Policies

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

# Compensation

## Tenure Salary/Position Changes

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

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

# Compensation

## Tenure Salary/Position Changes

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

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

# Employee Responsibilities

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

# Employee Responsibilities

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

# Employee Responsibilities

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

# Employee Responsibilities

## Discipline

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

- Insubordination
- Conduct unbecoming of a County employee
- Abuse of sick leave
- Conviction of a crime
- Violence in the workplace
- Poor attendance
- Theft
- ~~Peer job performance~~
- Falsification of records
- Harassment
- Discrimination
- Retaliation

*This list is not all inclusive*

## Grievance Policy and Procedure

### Summary

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

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

### Procedure for Employees in Elected Office Departments

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

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

- ~~Chapter 152, Sec. 152.014 Local Government Code Informal Grievances~~

### Procedures for Employees in Non-Elected Office Departments

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

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

- ~~Chapter 152, Sec. 152.014 Local Government Code Informal Grievances~~

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

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

# Employee Responsibilities

## Grievance Policy and Procedure

### Formal Grievances

The steps for a formal grievance are as follows:

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

# Social Media

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

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

# DOT Regulated Drug & Alcohol Testing

## Introduction

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

## Policy Statement

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

## Designated Employee Representative:

Human Resource Generalist

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

512-943-1533, [humanresources@wilco.org](mailto:humanresources@wilco.org)

## Definitions

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

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

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

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

# DOT Regulated Drug & Alcohol Testing

## **Prohibited Conduct**

### Alcohol Concentration

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

### On-Duty Use

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

### Pre-Duty Use

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

### Use following an accident

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

### Refusal to Submit a Required Alcohol or Controlled Substance Test

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

### Controlled Substance Use

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

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

### Controlled Substance Testing

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

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

# DOT Regulated Drug & Alcohol Testing

## Circumstances for Testing

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

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

# DOT Regulated Drug & Alcohol Testing

## Testing Procedures

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

### **DOT rules require a split specimen procedure.**

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

### **All urine specimens are currently analyzed for the following drugs:**

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

### **Testing is conducted using a two-stage process.**

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

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

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

# DOT Regulated Drug & Alcohol Testing

## Refusal to Submit to an Alcohol or Drug Test

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

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

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

## Consequences of Alcohol/Drug Misuse and Refusals

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

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

# DOT Regulated Drug & Alcohol Testing

## Information/Training

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

## Employee Assistance Program (EAP)

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

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

For additional policy information contact the Human Resources Department  
100 Wilco Way Suite HR101 Georgetown, TX 78626  
512-943-1533

**Commissioners Court - Regular Session**

**35.**

**Meeting Date:** 07/26/2022

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
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**Attachments**

FY 2022/2023 Proposed Budget Order

FY 2022/2023 Proposed Budget Order - Track Changes

**Form Review**

**Inbox**

County Judge Exec Asst. (Originator)

Form Started By: Andrea Schiele

Final Approval Date: 07/21/2022

**Reviewed By**

Becky Pruitt

**Date**

07/21/2022 01:34 PM

Started On: 07/21/2022 12:23 PM

**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
c)	Judge of the County Court at Law #2	170,999.96 per year
d)	Judge of the County Court at Law #3	184,999.88 per year
e)	Judge of the County Court at Law #4	184,999.88 per year
f)	County Attorney	168,178.14 per year
g)	County Sheriff	137,673.64 per year
h)	County Clerk	112,883.16 per year
i)	County Tax Assessor/Collector	117,386.36 per year
j)	District Clerk	112,883.16 per year
k)	County Treasurer	108,609.28 per year
l)	Each County Commissioner	110,967.48 per year
m)	Each Justice of the Peace	98,785.96 per year
n)	Each Constable	98,785.96 per year

2. The number of employee positions established and authorized for each official and/or department, the maximum allowable salary for each position, and the job titles are reflected in the annual approved county budget filed with the County Clerk.

## II. HOLIDAYS

The established holiday schedule for paid holidays for the 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
New Year's Holiday	Monday	January 2, 2023
Martin Luther King Day	Monday	January 16, 2023
President's Day	Monday	February 20, 2023
Good Friday	Friday	April 7, 2023
Memorial Day	Monday	May 29, 2023
Juneteenth National Independence Day	Monday	June 19, 2023
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 1<sup>st</sup> of the previous year to April 30<sup>th</sup> 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 **proceeds** collected from Williamson County's vending machine contract. Use of these funds must be **pre-approved** by the County Judge.

These funds may be used for the following purposes:

- a) To offset the cost of county employee events
- b) Flowers for the death of a county employee only
- c) An award or plaque upon retirement for employee recognition. All purchases must display (i.e. engraving) information regarding the purpose of the employee recognition. (Purchasing guidelines must be adhered to):
  - i. The employee must be vested (8 years of service)
  - ii. \$60.00 allowed for employees with up to 15 years of service
  - iii. \$120.00 allowed for employees with over 15 years of service
- d) Employee recognition events and programs
- e) Maximum of \$300.00 allowed towards a reception/light refreshments for the retirement or departure of an:
  - i. Elected Official serving in his/her capacity for at least 1 term
  - ii. Department Head who must be vested (8 years of service)
  - iii. Employee with 20 years of service or more

No reimbursement of sales tax will be allowed.

The amount allowed for use may never exceed the actual balance in the fund.

9. **WM-City of Hutto and Hutto ISD Fund:** The WM-City of Hutto and Hutto ISD Fund consists of proceeds paid by Waste Management annually. Per the agreement, these funds represent 2% of the Tip Fee and are to be expended for the benefit of the City of Hutto and Hutto ISD. The expenditures are at the County's sole option. The annual distribution will be allocated 50% to the City of Hutto and 50% to Hutto ISD. Each entity is required to request any disbursements from the fund.

10. **Williamson County Community Facility Fund:** This fund consists of fees collected through the Williamson County Landfill. Community organizations, groups, and individuals may submit a funding request to the Williamson County Commissioners Court

for the construction, improvement, or remodel of community facilities located in Williamson County that serve a public purpose.

**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:

**POLICIES RELATED TO COMPENSATION AND BENEFITS**

**I. SALARIES**

1. Salaries for County and Precinct Officials are set as follows:

a)	Judge of the County Court	136,276.40 per year
b)	Judge of the County Court at Law #1	156,999.96 per year
c)	Judge of the County Court at Law #2	170,999.96 per year
d)	Judge of the County Court at Law #3	184,999.88 per year
e)	Judge of the County Court at Law #4	184,999.88 per year
f)	County Attorney	168,178.14 per year
g)	County Sheriff	137,673.64 per year
h)	County Clerk	112,883.16 per year
i)	County Tax Assessor/Collector	117,386.36 per year
j)	District Clerk	112,883.16 per year
k)	County Treasurer	108,609.28 per year
l)	Each County Commissioner	110,967.48 per year
m)	Each Justice of the Peace	98,785.96 per year
n)	Each Constable	98,785.96 per year

2. The number of employee positions established and authorized for each official and/or department, the maximum allowable salary for each position, and the job titles are reflected in the annual approved county budget filed with the County Clerk.

**II. HOLIDAYS**

The established holiday schedule for paid holidays for the 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
New Year's Holiday	Monday	January 2, 2023
Martin Luther King Day	Monday	January 16, 2023
President's Day	Monday	February 20, 2023
Good Friday	Friday	April 7, 2023
Memorial Day	Monday	May 29, 2023
<del>Juneteenth National Independence Day</del>	<del>Monday</del>	<del>June 19, 2023</del>
Independence Holiday July 4, 2023	<del>Monday</del>	<del>July 3, 2023</del> Tuesday
Labor Day	Monday	September 4, 2023

**Commented [AS1]:** Per Commissioners Court vote on 7-12-22

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.

**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.

1. Field Training Officer Pay (FTO) –Designated positions listed below will be paid ~~\$150~~ per month:-

**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.

- ~~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 [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~~<sup>20</sup> 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.~~

**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

**Commented [AS7]:** The DA's Office is asking that the on-call pay be paid out of the General Fund. (Per Ronnie Simek, Office Administrator)

**Commented [AS8R7]:**

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. (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 (~~\$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** – ~~65~~ 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 1<sup>st</sup> of the previous year to April 30<sup>th</sup> 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.

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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:

- To offset the cost of county employee events
- Flowers for the death of a county employee only
- 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):
  - The employee must be vested (8 years of service)
  - \$60.00 allowed for employees with up to 15 years of service
  - \$120.00 allowed for employees with over 15 years of service
- Employee recognition events and programs
- Maximum of \$300.00 allowed towards a reception/light refreshments for the retirement or departure of an:
  - Elected Official serving in his/her capacity for at least 1 term
  - Department Head who must be vested (8 years of service)
  - 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 [A516]:** 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~~

The following list has been exempted from the out of county policy for take home vehicles by the court.

**Sheriff's Office**

W. Steffen  
J. Sapien  
J. Helm  
J. Guinn  
J. Foster

*County vehicles assigned to departments or individuals that are not take-home vehicles, shall be returned and parked at the end of each workday at the facility where the primary office is located. It is expressly forbidden under this order for any county vehicle to be used for personal use at any time.*

2. A County Fleet Committee will review fleet policies and purchases 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 [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.

**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**

**36.**

**Meeting Date:** 07/26/2022

Elected Officials Written Notice of Salaries for FY23

**Submitted By:** Ashlie Holladay, Budget Office

**Department:** Budget Office

**Agenda Category:** Regular Agenda Items

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**Information**

**Agenda Item**

Discuss, consider and take appropriate action on authorizing written notice to each elected official of his/her salary and other compensation to be included in the 2022-2023 budget.

**Background**

This item only requires action IF compensation increases are voted on today. This item will be placed back on the agenda again on August 2nd if not.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

*No file(s) attached.*

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**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Ashlie Holladay

Final Approval Date: 07/19/2022

**Reviewed By**

Becky Pruitt

**Date**

07/19/2022 12:02 PM

Started On: 07/18/2022 01:28 PM

**Commissioners Court - Regular Session**

37.

**Meeting Date:** 07/26/2022

Adoption of 2022-2023 Budget

**Submitted By:** Ashlie Holladay, Budget Office

**Department:** Budget Office

**Agenda Category:** Regular Agenda Items

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**Information**

**Agenda Item**

Discuss, consider and take appropriate action on advertising and setting a date for the public hearing on the 2022-2023 county budget for Tuesday, August 30th, 2022, at 10:00 AM.

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

*No file(s) attached.*

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**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Ashlie Holladay

Final Approval Date: 07/19/2022

**Reviewed By**

Becky Pruitt

**Date**

07/19/2022 12:02 PM

Started On: 07/18/2022 02:20 PM

**Commissioners Court - Regular Session**

**38.**

**Meeting Date:** 07/26/2022

Animal Shelter Donations BA Rev 07.26.2022

**Submitted For:** Melanie Denny

**Submitted By:** Melanie Denny, County Auditor

**Department:** County Auditor

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment acknowledging additional revenues for the Williamson County Regional Animal Shelter Donation Fund.

**Background**

This is for donation collections for April 2022 through June 2022.

**Fiscal Impact**

<b>From/To</b>	<b>Acct No.</b>	<b>Description</b>	<b>Amount</b>
	0546.0000.367404	Animal Shelter Donations	\$50,003.47
	0546.0000.367440	Jane's Fund Donations	\$13,060.04
	0546.0000.367442	Play Yard Donations	\$425.00
	0546.0000.367445	SIT Team Donations	\$250.00
	0546.0000.367447	Animal Transport Donations	\$3,757.20
	0546.0000.367448	Kitten Care Donations	\$5,871.56
	0546.0000.370150	Sales of Pet Care Products	\$824.57

**Attachments**

*No file(s) attached.*

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Melanie Denny

Final Approval Date: 07/20/2022

**Reviewed By**

Becky Pruitt

**Date**

07/20/2022 08:49 AM

Started On: 07/19/2022 11:22 AM

**Commissioners Court - Regular Session**

39.

**Meeting Date:** 07/26/2022

Animal Shelter Donations BA Exp 07.26.2022

**Submitted For:** Melanie Denny

**Submitted By:** Melanie Denny, County Auditor

**Department:** County Auditor

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment acknowledging additional expenditures for the Williamson County Regional Animal Shelter Donation Fund.

**Background**

This is for donation collections for April 2022 through June 2022.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
	0546.0546.003510	Purchases for Resale	\$824.57
	0546.0546.003670	Use of Donations	\$50,003.47
	0546.0546.004100	Professional Services	\$13,060.04
	0546.0546.004105	Foster Home Care	\$5,871.56
	0546.0546.004231	Travel	\$3,757.20
	0546.0546.004232	Training	\$250.00
	0546.0546.004509	Facility Enhancements	\$425.00

**Attachments**

*No file(s) attached.*

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Melanie Denny

Final Approval Date: 07/20/2022

**Reviewed By**

Becky Pruitt

**Date**

07/20/2022 08:50 AM

Started On: 07/19/2022 11:23 AM

**Commissioners Court - Regular Session**

40.

**Meeting Date:** 07/26/2022

Budget Amendment for the Sheriff's Office

**Submitted For:** Nathan Zinsmeyer

**Submitted By:** Nathan Zinsmeyer, County Auditor

**Department:** County Auditor

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

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

**Background**

This Budget Amendment recognizes revenue for vehicle usage related to off duty contracts.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
	0100.0000.341206	SO Patrol Revenue	\$190,000

**Attachments**

*No file(s) attached.*

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Nathan Zinsmeyer

Final Approval Date: 07/20/2022

**Reviewed By**

Becky Pruitt

**Date**

07/20/2022 02:38 PM

Started On: 07/20/2022 01:18 PM

**Commissioners Court - Regular Session**

41.

**Meeting Date:** 07/26/2022

Budget Amendment for the Sheriff's Office

**Submitted For:** Nathan Zinsmeyer

**Submitted By:** Nathan Zinsmeyer, County Auditor

**Department:** County Auditor

**Agenda Category:** Regular Agenda Items

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**Information**

**Agenda Item**

Discuss, consider, and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for the Sheriff's Office .

**Background**

This Budget Amendment recognizes additional expenditures for fuel due to an increase in fuel prices and related off duty contracts.

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**Fiscal Impact**

<b>From/To</b>	<b>Acct No.</b>	<b>Description</b>	<b>Amount</b>
	0100.0560.003301	Gasoline	\$190,000

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**Attachments**

*No file(s) attached.*

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**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Nathan Zinsmeyer

Final Approval Date: 07/20/2022

**Reviewed By**

Becky Pruitt

**Date**

07/20/2022 02:39 PM

Started On: 07/20/2022 01:30 PM

**Commissioners Court - Regular Session**

**42.**

**Meeting Date:** 07/26/2022

Line Item Transfer for the Sheriff's Office

**Submitted For:** Nathan Zinsmeyer

**Submitted By:** Nathan Zinsmeyer, County Auditor

**Department:** County Auditor

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

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

**Background**

The line item transfer is necessary due to the increase in fuel cost. This amount is what is estimated to be needed through September 30, 2022.

**Fiscal Impact**

<b>From/To</b>	<b>Acct No.</b>	<b>Description</b>	<b>Amount</b>
From	0100.0560.004414	Vehicle Insurance	\$38,424.79
To	0100.0560.003301	Gasoline	\$38,424.79

**Attachments**

*No file(s) attached.*

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Nathan Zinsmeyer

Final Approval Date: 07/20/2022

**Reviewed By**

Becky Pruitt

**Date**

07/20/2022 02:39 PM

Started On: 07/20/2022 01:31 PM

**Commissioners Court - Regular Session**

43.

**Meeting Date:** 07/26/2022

Clifton Higher Education Finance Corporation (Southwestern University Project)

**Submitted By:** Julie Kiley, County Auditor

**Department:** County Auditor

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider and take any appropriate action regarding resolution relating to a public hearing and approving financing by Clifton Higher Education Finance Corporation for the benefit of Southwestern University and related matters in compliance with Section 147(f) of the Internal Revenue Code (Note: The proposed resolution approving the bonds does not create any liability for Williamson County).

**Background**

Attached is a letter providing details regarding this bond issuance. Section 147(f) of the Internal Revenue Code provides the Bonds must be approved by: (1) the governmental unity which issued such bond, or on behalf of which such bond was issued; and (2) generally, each governmental unity having jurisdiction over the area in which the facility financed by the proceeds of such bond is located. Item (2) is where Williamson County is involved because Southwestern University is building in Williamson County.

Further, the approval must include a public hearing following reasonable public notice of the bond issuance. This requirement is commonly known as the "TEFRA requirement" because it was originally added to the Code by the Tax Equity and Fiscal Responsibility Act of 1982 (TEFRA). Documentation supporting the notice and public hearing is attached. The bonds are not a liability of Williamson County.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Resolution Clifton Higher Education Finance Corp Southwestern University Bonds

Letter of Explanation Clifton Higher Education Finance Corp Southwestern University Bonds

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Julie Kiley

Final Approval Date: 07/20/2022

**Reviewed By**

Becky Pruitt

**Date**

07/20/2022 08:52 AM

Started On: 07/20/2022 08:15 AM

**CERTIFICATE FOR RESOLUTION**

**THE STATE OF TEXAS  
COUNTY OF WILLIAMSON**

We, the undersigned officers of the Williamson County, Texas (the “*County*”), hereby certify as follows:

**1. THE COMMISSIONERS COURT OF THE COUNTY CONVENED IN A REGULAR MEETING ON JULY 26, 2022 (THE “*MEETING*”), AT THE DESIGNATED MEETING PLACE, AND THE ROLL WAS CALLED OF THE DULY CONSTITUTED OFFICERS AND MEMBERS OF SAID COMMISSIONERS COURT, TO WIT:**

Bill Gravell	County Judge
Terry Cook	Commissioner, Precinct 1
Cynthia Long	Commissioner, Precinct 2
Valerie Covey	Commissioner, Precinct 3
Russ Boles	Commissioner, Precinct 4

and all of said persons were present, except \_\_\_\_\_, thus constituting a quorum. Whereupon, among other business, the following was transacted at said Meeting: a written

**RESOLUTION RELATING TO A PUBLIC HEARING AND APPROVING FINANCING BY CLIFTON HIGHER EDUCATION FINANCE CORPORATION FOR THE BENEFIT OF SOUTHWESTERN UNIVERSITY AND RELATED MATTERS**

(the “*Resolution*”) was duly introduced for the consideration of said Commissioners Court. It was then duly moved and seconded that said Resolution be adopted and, after due discussion, said motion, carrying with it the adoption of said Resolution, prevailed and carried by the following vote:

AYES: All members of the Commissioners Court shown present above voted “Aye,” except as provided below:

NAYS: \_\_\_\_\_

ABSTENTIONS: \_\_\_\_\_

2. THAT A TRUE, FULL AND CORRECT COPY OF THE AFORESAID RESOLUTION ADOPTED AT THE MEETING DESCRIBED IN THE ABOVE AND FOREGOING PARAGRAPH IS ATTACHED TO AND FOLLOWS THIS CERTIFICATE; THAT SAID RESOLUTION HAS BEEN DULY RECORDED IN SAID COMMISSIONERS COURT'S MINUTES OF SAID MEETING; THAT THE ABOVE AND FOREGOING PARAGRAPH IS A TRUE, FULL AND CORRECT EXCERPT FROM SAID COMMISSIONERS COURT'S MINUTES OF SAID MEETING PERTAINING TO THE ADOPTION OF SAID RESOLUTION; THAT THE PERSONS NAMED IN THE ABOVE AND FOREGOING PARAGRAPH ARE THE DULY CHOSEN, QUALIFIED AND ACTING OFFICERS AND MEMBERS OF SAID COMMISSIONERS COURT AS INDICATED THEREIN; THAT EACH OF THE OFFICERS AND MEMBERS OF SAID COMMISSIONERS COURT WAS DULY AND SUFFICIENTLY NOTIFIED OFFICIALLY AND PERSONALLY, IN ADVANCE, OF THE TIME, PLACE AND PURPOSE OF THE AFORESAID MEETING, AND THAT SAID RESOLUTION WOULD BE INTRODUCED AND CONSIDERED FOR ADOPTION AT SAID MEETING, AND EACH OF SAID OFFICERS AND MEMBERS CONSENTED, IN ADVANCE, TO THE HOLDING OF SAID MEETING FOR SUCH PURPOSE, AND THAT SAID MEETING WAS OPEN TO THE PUBLIC AND PUBLIC NOTICE OF THE TIME, PLACE AND PURPOSE OF SAID MEETING WAS GIVEN, ALL AS REQUIRED BY CHAPTER 551, TEXAS GOVERNMENT CODE.

3. THAT THE COUNTY JUDGE OF THE COUNTY HAS APPROVED AND HEREBY APPROVES THE AFORESAID RESOLUTION; THAT THE COUNTY JUDGE AND THE COUNTY CLERK OF THE COUNTY HAVE DULY SIGNED SAID RESOLUTION; AND THAT THE COUNTY JUDGE AND THE COUNTY CLERK HEREBY DECLARE THAT THEIR SIGNING OF THIS CERTIFICATE SHALL CONSTITUTE THE SIGNING OF THE ATTACHED AND FOLLOWING COPY OF SAID RESOLUTION FOR ALL PURPOSES.

SIGNED AND SEALED \_\_\_\_\_, 2022.

\_\_\_\_\_  
County Clerk

\_\_\_\_\_  
County Judge

(SEAL)

**RESOLUTION RELATING TO A PUBLIC HEARING AND APPROVING  
FINANCING BY CLIFTON HIGHER EDUCATION FINANCE  
CORPORATION FOR THE BENEFIT OF SOUTHWESTERN  
UNIVERSITY AND RELATED MATTERS**

**THE STATE OF TEXAS  
COUNTY OF WILLIAMSON**

WHEREAS, Williamson County, Texas (the “*County*”) has been informed that the Clifton Higher Education Finance Corporation, a Texas nonstock, non-profit corporation (the “*Corporation*”) created pursuant to Chapters 53 and 53A of the Texas Education Code, as amended (“*State Law*”), will issue bonds, notes and/or other obligations (the “*Obligations*”) in the maximum aggregate principal amount of \$80,000,000.00, whereby the proceeds of the Obligations will be loaned to Southwestern University, a private nonprofit educational corporation (the “*Borrower*”) for the purpose of financing and refinancing the hereinafter defined Project (the “*Financing*”);

WHEREAS, the Corporation is authorized by State Law to provide the Financing for educational and housing facilities by contractual arrangement, and the Obligations issued to the Corporation constitute contractual arrangements in which the Corporation is authorized by State Law to participate;

WHEREAS, the Obligations are being issued for the purpose of (a) constructing, enlarging, extending, repairing, renovating, improving, furnishing and equipping educational and housing facilities for the Borrower’s campus located on 1001 E. University Avenue, Georgetown, Texas 78626, including, but not limited to (1) a new multi-use residence hall, and (2) other educational and housing facilities, including library, campus and athletic facilities, and other facilities incidental, subordinate, or related to such facilities or appropriate in connection therewith and (b) paying certain costs of issuance on the Obligations (the “*Project*”);

WHEREAS, the Borrower has agreed to make payments in amounts sufficient to pay the payments required to be made under the Obligations (the “*Payments*”);

WHEREAS, Section 147(f) of the Internal Revenue Code of 1986, as amended (the “*Code*”) requires that the issuance of any qualified 501(c)(3) obligations be approved by either the governing body of the County or the chief elected executive officer of the County after a public hearing following reasonable public notice;

WHEREAS, the publication of the Notice of Public Hearing (the “*Public Notice*”) is evidenced by Affidavit of Publication and Certificate of Publication (copies of which are attached hereto as Exhibit A-1 and Exhibit A-2); and

WHEREAS, attached hereto as Exhibit B is the Certificate of Public Hearing Officer regarding the conduct of the Public Hearing.

**THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS THAT:**

**Section 1.** The County hereby approves the Financing and the Project solely for the purpose of satisfying the requirements of section 147(f) of the Code; provided that the County shall have no liabilities for the Payments nor shall any of the County's assets be pledged to secure the Payments.

**Section 2.** This Resolution shall become effective immediately upon its passage.

*[Exhibits follow]*

**EXHIBIT A-1**

**AFFIDAVIT OF PUBLICATION**

*[See Attached]*

Affidavit of Publisher to Publication of Legal Notice

THE STATE OF TEXAS  
COUNTY OF WILLIAMSON  
IN THE MATTER OF

Orrick  
Public Hearing July 12, 2022  
Clifton Higher Education Finance Corporation Higher Education Revenue Bonds  
(Southwestern University Project) Series 2022

The Williamson County Sun/Sunday Sun, newspapers of general circulation, have been continuously and regularly published for a period of not less than one year in the County of WILLIAMSON, Texas, preceding the date of the above-referenced notice. Said notice was published in said paper as follows:

First insertion \_\_\_\_\_ 29th \_\_\_\_\_ day of June, 2022  
Second insertion \_\_\_\_\_ day of July, 2022  
Third insertion \_\_\_\_\_ day of July, 2022  
Fourth insertion \_\_\_\_\_ day of July, 2022

Rayton D. Wallin  
Newspaper Representative

Subscribed and sworn to before me, this -  
27 day of July, 2022.

July 12

Witness my hand and official seal.

Dawn Steele

Dawn Steele, Notary Public

My Commission Expires August 26, 2024

**NOTICE OF PUBLIC HEARING  
CLIFTON HIGHER EDUCATION  
FINANCE CORPORATION HIGHER  
EDUCATION REVENUE BONDS  
(SOUTHWESTERN UNIVERSITY  
PROJECT) SERIES 2022**

Notice is hereby given that on July 12, 2022, a joint public hearing, as required by Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), will be held on behalf of the Clifton Higher Education Finance Corporation (the "Issuer") with respect to the proposed issuance by the Issuer of its Higher Education Revenue Bonds (Southwestern University Project) Series 2022 (the "Bonds"), in an amount not to exceed \$80,000,000. The hearing will commence at 2:00 p.m., or as soon thereafter as the matter can be heard, and will be held at 505 W. 5th Street, Suite 240, Clifton, Texas 76634. The proceeds of the Bonds will be issued as part of a plan of finance and loaned to Southwestern University, a Texas nonprofit corporation, (the "Borrower") for the purpose of (a) constructing, enlarging, extending, repairing, renovating, improving, furnishing and equipping educational and housing facilities for the Borrower's campus located on 1001 E. University Avenue, Georgetown, Texas 78626, including, but not limited to (1) a new multi-use residence hall, and (2) other educational and housing facilities, including library, campus and athletic facilities, and other facilities incidental, subordinate, or related to such facilities or appropriate in connection therewith (the "Project") and (b) paying certain costs of issuance on the Bonds. The Project will be owned and operated by the Borrower. The Bonds are not payable out of taxes and are secured by and payable solely from funds provided by the Borrower. The public hearing will be conducted by Dr. George Larson, Vice President of the Issuer, or their designee (the "Hearing Officer"). All interested persons are invited to attend such public hearing to across their views with respect to the above-described Project and the Bonds. Any interested persons unable to attend the hearing may submit their views in writing to the Hearing Officer prior to the date scheduled for the hearing at fax number (254) 754-6331, Attention: Dan Pleitz. This notice is published and the hearing is held in satisfaction of the requirements of Section 147(f) of the Internal Revenue Code of 1986, as amended.

**EXHIBIT A-2**

**CERTIFICATE OF PUBLICATION**

*[See Attached]*

## CERTIFICATE OF PUBLICATION

This Certificate of Publication is delivered on the date set forth below for the purposes of demonstrating compliance with Section 147(f) of the Internal Revenue Code of 1986, as amended (the “Code”) and applicable Treasury Regulations (the “Regulations”). The undersigned, Dr. George Larson, Vice President of the Clifton Higher Education Finance Corporation (the “Issuer”), acting as hearing officer on behalf of the Issuer, hereby certifies as follows:

1. A Notice of Public Hearing containing the language attached as Exhibit A (the “Notice”) with respect to the plan of finance, the issuance of the bonds (the “Bonds”) by the Issuer, acting by and on behalf of the City of Clifton, Texas (the “City”), and the project described therein (the “Project”), was published on the City’s primary website address of <https://cityofclifton.org/notice-of-public-hearing/> on June 30, 2022.

2. The Notice was published in an area of the City’s website which is used to inform residents within its geographical jurisdiction about public hearings to be held affecting them and which is clearly identified and accessible to members of the general public seeking information concerning the plan of finance, the issuance of the Bonds and the Project.

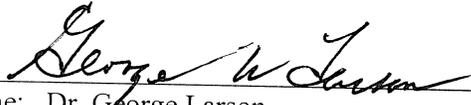
3. Evidence of the website publication of the Notice is attached hereto as Exhibit B. The Issuer will maintain records evidencing that the Notice was timely published as set forth in Sections 1 and 2 above for the period referred to in Section 4 below, and acknowledges it is responsible for maintaining such records.

4. The Notice remained continuously published on the City’s website for the entire period of seven (7) or more days from the date of the original publication described in Section 1 above to the hearing date described in the Notice. The Issuer held the hearing as described in the Notice on the date and at the time as described therein.

5. Following the hearing, the Issuer submitted the request for approval of the issuance of the Bonds pursuant to a plan of finance for the Project to the applicable elected representative of the City, as required by Section 147(f) of the Code and the Regulations.

(Signature page follows)

Dated this 12 day of July, 2022.

By:   
Name: Dr. George Larson  
Title: Vice President, Clifton Higher Education Finance Corporation

## **EXHIBIT A**

### **NOTICE OF PUBLIC HEARING**

#### **CLIFTON HIGHER EDUCATION FINANCE CORPORATION HIGHER EDUCATION REVENUE BONDS (SOUTHWESTERN UNIVERSITY PROJECT) SERIES 2022**

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**EXHIBIT B**  
**EVIDENCE OF PUBLICATION**



# NOTICE OF PUBLIC HEARING

June 30, 2022

## Clifton Higher Education Finance Corporation Higher Education Revenue Bonds

### (Southwestern University Project) Series 2022

Notice is hereby given that on July 12, 2022, a joint public hearing, as required by Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), will be held on behalf of the Clifton Higher Education Finance Corporation (the "Issuer") with respect to the proposed issuance by the Issuer of its Higher Education Revenue Bonds (Southwestern University Project) Series 2022 (the "Bonds"), in an amount not to exceed \$80,000,000. The hearing will commence at 2:00 p.m., or as soon thereafter as the matter can be heard, and will be held at 505 W. 5th Street, Suite 240, Clifton, Texas 76634.

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## ARCHIVES

> MARCH 2022

(1)





# NOTICE OF PUBLIC HEARING

June 30, 2022

## Clifton Higher Education Finance Corporation Higher Education Revenue Bonds

### (Southwestern University Project) Series 2022

Notice is hereby given that on July 12, 2022, a joint public hearing, as required by Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), will be held on behalf of the Clifton Higher Education Finance Corporation (the "Issuer") with respect to the proposed issuance by the Issuer of its Higher Education Revenue Bonds (Southwestern University Project) Series 2022 (the "Bonds"), in an amount not to exceed \$80,000,000. The hearing will commence at 2:00 p.m., or as soon thereafter as the matter can be heard, and will be held at 505 W. 5th Street, Suite 240, Clifton, Texas 76634.

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The Project will be owned and operated by the Borrower. The Bonds are not payable out of taxes and are secured by and payable solely from funds provided by the Borrower.

The public hearing will be conducted by Dr. George Larson, Vice President of the Issuer, or their designee (the "Hearing Officer"). All interested persons are invited to attend such public hearing to across their views with respect to the above-described Project and the Bonds. Any interested persons unable to attend the hearing may submit their views in writing to the Hearing Officer prior to the date scheduled for the hearing at fax number (254) 754-6331, Attention: Dan Pleitz. This notice is published and the hearing is held in satisfaction of the requirements of Section 147(f) of the Internal Revenue Code of 1986, as amended.

### ARCHIVES

> MARCH 2022 (1)



**EXHIBIT B**

**CERTIFICATE OF PUBLIC HEARING OFFICER**

*[See Attached]*

## CERTIFICATE OF PUBLIC HEARING OFFICER

I, the undersigned, hereby certify in connection with the proposed issuance by the Clifton Higher Education Finance Corporation (the "Corporation") of its Higher Education Revenue Bonds (Southwestern University Project) Series 2022 (the "Bonds") in the aggregate maximum principal amount of \$80,000,000:

1. I served as Hearing Officer for the hearing related to the issuance of the Bonds by the Corporation, which proceeds from the sale of the Bonds will be loaned to Southwestern University, a Texas private nonprofit educational corporation and an entity described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Borrower"), for the purpose of (a) constructing, enlarging, extending, repairing, renovating, improving, furnishing and equipping educational and housing facilities for the Borrower's campus located on 1001 E. University Avenue, Georgetown, Texas 78626, including, but not limited to (1) a new multi-use residence hall, and (2) other educational and housing facilities, including library, campus and athletic facilities, and other facilities incidental, subordinate, or related to such facilities or appropriate in connection therewith (the "Project") and (b) paying certain costs of issuance on the Bonds.

2. Such hearing was held at the time and place indicated in the Notice of Public Hearing included in **Exhibit A** attached hereto.

3. Notice of the public hearing was (i) published no less than 7 days before the date of the public hearing in the *Williamson County Sun*, a newspaper of general circulation in Williamson County, Texas, as evidenced by the Affidavit of Publication attached hereto as **Exhibit A-1**, and (ii) published no less than 7 days before the date of the public hearing on the City of Clifton's (the "City") website and remained continuously published on the City's website until the date of the public hearing, as evidenced by the Certificate of Publication attached hereto as **Exhibit A-2**.

4. At the time for the commencement of the hearing, comments, either orally or in writing, were publicly requested on the Project to be financed with proceeds of the Bonds and on the issuance of the Bonds.

5. At the hearing,

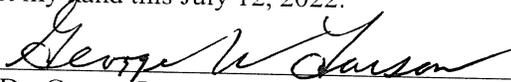
no persons presented comments orally and no written comments were presented

the comments summarized in **Exhibit B-1** were made orally by the persons listed therein

the written comments attached hereto in **Exhibit B-2** were presented.

6. No time limitations were imposed on any public comments.

IN WITNESS WHEREOF, I have hereunto set my hand this July 12, 2022.

  
\_\_\_\_\_  
Dr. George Larson  
Vice President  
Clifton Higher Education Finance Corporation  
Hearing Officer

**EXHIBIT A-1**

**AFFIDAVIT OF PUBLICATION**

[Attached]

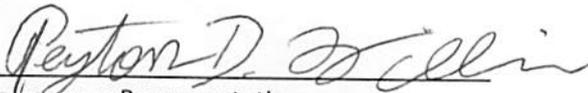
Affidavit of Publisher to Publication of Legal Notice

THE STATE OF TEXAS  
COUNTY OF WILLIAMSON  
IN THE MATTER OF

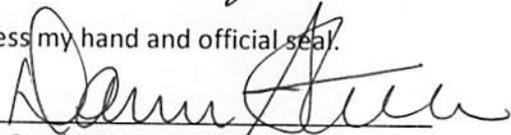
Orrick  
Public Hearing July 12, 2022  
Clifton Higher Education Finance Corporation Higher Education Revenue Bonds  
(Southwestern University Project) Series 2022

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First insertion \_\_\_\_\_ 29th \_\_\_\_\_ day of June, 2022  
Second insertion \_\_\_\_\_ day of July, 2022  
Third insertion \_\_\_\_\_ day of July, 2022  
Fourth insertion \_\_\_\_\_ day of July, 2022

  
Newspaper Representative

Subscribed and sworn to before me, this -  
27 day of July, 2022.  
*July 12*

Witness my hand and official seal.  
  
Dawn Steele, Notary Public  
My Commission Expires August 26, 2024

**NOTICE OF PUBLIC HEARING  
CLIFTON HIGHER EDUCATION  
FINANCE CORPORATION HIGHER  
EDUCATION REVENUE BONDS  
(SOUTHWESTERN UNIVERSITY  
PROJECT) SERIES 2022**  
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**EXHIBIT A-2**

**CERTIFICATE OF PUBLICATION**

[Attached]

## CERTIFICATE OF PUBLICATION

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1. A Notice of Public Hearing containing the language attached as Exhibit A (the “Notice”) with respect to the plan of finance, the issuance of the bonds (the “Bonds”) by the Issuer, acting by and on behalf of the City of Clifton, Texas (the “City”), and the project described therein (the “Project”), was published on the City’s primary website address of <https://cityofclifton.org/notice-of-public-hearing/> on June 30, 2022.

2. The Notice was published in an area of the City’s website which is used to inform residents within its geographical jurisdiction about public hearings to be held affecting them and which is clearly identified and accessible to members of the general public seeking information concerning the plan of finance, the issuance of the Bonds and the Project.

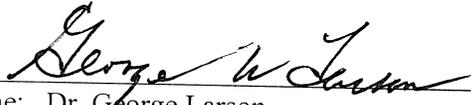
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4. The Notice remained continuously published on the City’s website for the entire period of seven (7) or more days from the date of the original publication described in Section 1 above to the hearing date described in the Notice. The Issuer held the hearing as described in the Notice on the date and at the time as described therein.

5. Following the hearing, the Issuer submitted the request for approval of the issuance of the Bonds pursuant to a plan of finance for the Project to the applicable elected representative of the City, as required by Section 147(f) of the Code and the Regulations.

(Signature page follows)

Dated this 12 day of July, 2022.

By:   
Name: Dr. George Larson  
Title: Vice President, Clifton Higher Education Finance  
Corporation

## **EXHIBIT A**

### **NOTICE OF PUBLIC HEARING**

#### **CLIFTON HIGHER EDUCATION FINANCE CORPORATION HIGHER EDUCATION REVENUE BONDS (SOUTHWESTERN UNIVERSITY PROJECT) SERIES 2022**

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The Project will be owned and operated by the Borrower. The Bonds are not payable out of taxes and are secured by and payable solely from funds provided by the Borrower.

The public hearing will be conducted by Dr. George Larson, Vice President of the Issuer, or their designee (the “Hearing Officer”). All interested persons are invited to attend such public hearing to across their views with respect to the above-described Project and the Bonds. Any interested persons unable to attend the hearing may submit their views in writing to the Hearing Officer prior to the date scheduled for the hearing at fax number (254) 754-6331, Attention: Dan Pleitz. This notice is published and the hearing is held in satisfaction of the requirements of Section 147(f) of the Internal Revenue Code of 1986, as amended.

**EXHIBIT B**  
**EVIDENCE OF PUBLICATION**



# NOTICE OF PUBLIC HEARING

June 30, 2022

## Clifton Higher Education Finance Corporation Higher Education Revenue Bonds

### (Southwestern University Project) Series 2022

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## ARCHIVES

> MARCH 2022

(1)





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June 30, 2022

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### ARCHIVES

> MARCH 2022 (1)



**EXHIBIT B-1**

**NAMES AND COMMENTS OF PERSONS ATTENDING PUBLIC HEARING**

None

**EXHIBIT B-2**

**WRITTEN COMMENTS PRESENTED AT PUBLIC HEARING**

None



July 15, 2022

**Orrick, Herrington & Sutcliffe LLP**  
300 West 6th Street  
Suite 1850  
Austin, TX 78701  
+1 512 582 6950  
**orrick.com**

**VIA EMAIL**

The Honorable County Judge and County  
Commissioners of Williamson County  
710 Main Street  
Georgetown, Texas 78626

**Ben Morse**  
E [bmorse@orrick.com](mailto:bmorse@orrick.com)  
D +1 512 582 6917  
F +1 512 582 6949

*Re: Clifton Higher Education Finance Corporation Higher Education Revenue Bonds  
(Southwestern University Project) Series 2022 (the "Bonds")*

Ladies and Gentlemen:

Southwestern University (the "University") has received approval from the Clifton Higher Education Finance Corporation (the "Corporation") to issue the captioned Bonds and loan the proceeds thereof to the University for the purpose of financing or refinancing the costs of certain educational and housing facilities of the University. Approval of Williamson County is also required in order for the issuance of the Bonds to comply with certain federal tax law requirements. Payment of debt service on the Bonds will be secured solely by loan payments to be made by the University. The issuance of the Bonds and the action of the Commissioners Court with respect to the matters described herein will create no liability for the County or its residents.

The Bonds are expected to be sold in a public offering in one or more series, with Morgan Stanley & Co. LLC acting as sole managing underwriter for the Bonds.

Enclosed please find a proposed Resolution to be placed on the agenda for the July 26, 2022 meeting of the Williamson County Commissioners Court and considered for adoption by the Commissioners Court approving the issuance of the Bonds by the Corporation. We would suggest that this matter appear on the agenda for the Commissioners Court meeting as follows:

**RESOLUTION RELATING TO A PUBLIC HEARING AND APPROVING  
FINANCING BY CLIFTON HIGHER EDUCATION FINANCE  
CORPORATION FOR THE BENEFIT OF SOUTHWESTERN  
UNIVERSITY AND RELATED MATTERS**



Page 2

If you have any questions regarding these matters, please do not hesitate to contact me at (512) 582-6917. We greatly appreciate your time and assistance.

Very truly yours,

A handwritten signature in black ink, appearing to read "BM", written over a light gray horizontal line.

Ben Morse

Enclosures

**Commissioners Court - Regular Session**

44.

**Meeting Date:** 07/26/2022

Approval of Agreement for Pharmacy Services with Integrated Prescription Management, Inc. for Auditor's Office

**Submitted For:** Joy Simonton

**Submitted By:** Joy Simonton, Purchasing

**Department:** Purchasing

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider and take appropriate action to approve agreement with Integrated Prescription Management, Inc. to provide pharmacy benefit management services for the Williamson County Indigent Health Program and exempt such services from competitive bidding or proposal requirements pursuant to Tex. Loc. Gov't Code § 262(2) as necessary and essential to support public health and safety operations.

**Background**

This agreement will be managed by the CIHCP (Community Indigent Health Care Program) Team at the Health District. This contract will provide a network of pharmacies and claims payment process for the pharmacies for all Indigent Health Care Clients (Wilco Care). This contract is needed as we transition away from the current Third Party Administrator. They will no longer be servicing Indigent Programs. This one-year contract goes into effect September 1, 2022 which is the beginning of the plan year for Indigent Health Care. Anticipated expenditure per year is \$600,000.00. The line item that these services and claims will be paid from will be 01.0100.0630.004905 (Indigent Health Care). Department point of contact is Julie Kiley.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Integrated Prescription Management, Inc. Contract

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Joy Simonton

Final Approval Date: 07/21/2022

**Reviewed By**

Becky Pruitt

**Date**

07/21/2022 11:29 AM

Started On: 07/21/2022 11:11 AM



**Integrated  
Prescription  
Management**

## **PHARMACY BENEFIT MANAGEMENT SERVICES AGREEMENT**

This Pharmacy Benefit Management Agreement (the “Agreement”), dated as of September 1, 2022 (the “Effective Date”), is made by and between Integrated Prescription Management, Inc., corporation organized and existing under the laws of the State of Delaware, (“IPM”), and Williamson County, Texas, a political subdivision of the State of Texas (“Client”).

**WHEREAS**, Client desires to provide pharmacy benefits for the Covered Persons (as defined herein) of its health care plans (the “Plans”); and

**WHEREAS**, IPM is engaged in the business of providing pharmacy benefit management services and in connection therewith has established a network of retail and mail order pharmacies to deliver pharmacy services to individuals; and

**WHEREAS**, Client desires to have IPM exclusively manage the pharmacy benefits offered by Client under the Plans and IPM desires to provide such services.

**NOW, THEREFORE**, in consideration of the promises and covenants contained herein and intending to be legally bound by this Agreement, the parties agree as follows:

### **1. DEFINITIONS**

- 1.1 “Administrative Fee”** will mean a per paid Claim transaction fee charged by IPM for its administrative services.
- 1.2 “Average Wholesale Price” or “AWP”** will mean the benchmark price established by MediSpan, or another nationally reporting service of pharmaceutical prices as selected by IPM, in its sole discretion, based on the 11-digit NDC of the prescription drug actually dispensed by a Network Pharmacy. AWP does not represent a true wholesale price, but rather is a fluctuating benchmark provided by third party sources.
- 1.3 “Brand Name Drug”** will mean a prescription drug specified as a single-source drug or multi-source brand name drug as determined by IPM.
- 1.4 “Claims”** will mean those claims processed through IPM’s claims adjudication system or otherwise transmitted or processed in accordance with the terms of this Agreement and the Description of Coverage.
- 1.5 “Co-Payment”** will mean the monetary amount (however expressed) that a Covered Person must pay a Network Pharmacy for Covered Pharmacy Services at the time the Covered Pharmacy Services are provided by a Network Pharmacy pursuant to the applicable Plan.
- 1.6 “Covered Persons”** will mean all individuals designated by Client in an eligibility file provided to IPM who are eligible to receive Covered Pharmacy Services under Client’s Plan until Client otherwise notifies IPM in writing.
- 1.7 “Covered Pharmacy Services”** will mean the provision of pharmaceutical products and/or medical items, including without limitation prescription drugs, dispensed to Covered Persons pursuant to prescriptions written by physicians or other authorized prescribers, which are reimbursable under the terms of Client’s Plan as set forth in the Description of Coverage.
- 1.8 “Description(s) of Coverage”** will mean the written description or “Plan Design” provided by Client to IPM, including the processing parameters and other information concerning Client’s Plan that IPM will use to process Claims under this Agreement.
- 1.9 “Generic Drug”** will mean a multisource generic drug as determined by IPM using a combination of data fields.
- 1.10 “Law”** will mean any federal, state, local, or other constitution, charter, act, statute, law, ordinance, code, rule, regulation, order, specified standards or objective criteria contained in any applicable permit or approval, or other legislative or administrative action of the United States of America, any state, Commonwealth, or any agency, department, authority, political subdivision, or other instrumentality thereof, or a decree or judgment or order of a court.
- 1.11 “Network or Network Pharmacy(ies)”** will mean a pharmacy or group of pharmacies that agree to provide Covered Pharmacy Services to Covered Persons under an arrangement with IPM.
- 1.12 “Privacy Rule”** will mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E and any amendment thereto.

**1.13 “Protected Health Information or PHI”** has the same meaning as the term “protected health information” in 45 CFR 164.501, limited to the information created or received by IPM in its capacity as a pharmacy benefits manager, acting as a business associate of the Plan, and not as a health care provider.

**2. RESPONSIBILITIES OF IPM**

**2.1 In General** IPM will provide Client the Covered Pharmacy Services and the services set forth in this Section 2 that are selected by Client, the services described in Exhibit A that are selected by Client, and the services described in any attachment, addendum, or amendment hereto (collectively the “Services”). IPM may make changes to the Services from time to time and may use Claim’s information and other PHI to improve or recommend additional Services to Client, so long as such changes are consistent with applicable law and do not materially alter the provisions of this Agreement.

**2.2 Claims Processing** IPM will adjudicate Claims submitted by Network Pharmacies, based on the pharmacy benefit parameters as set forth in the Description of Coverage. IPM will accept direct Claims submitted by Covered Persons on properly completed standard claim forms together with proof of payment (“Direct Claims”). IPM will adjudicate properly submitted Direct Claims, based on the pharmacy benefit parameters as set forth in the Description of Coverage, and produce and mail: (i) checks for the agreed upon reimbursement amounts for Covered Persons for allowable Claims; or (ii) requests for information for Claims that are ineligible for payment.

**2.3 Network Pharmacies** Network Pharmacies will dispense Covered Pharmacy Services consistent with the terms of this Agreement and applicable Law. Additions or deletions to the Network shall be in IPM’s sole discretion and IPM makes no warranty that any specific pharmacy or number of pharmacies will be in the Network at any time. IPM shall direct the Network Pharmacy to charge and collect the applicable Co-Payment and/or any deductible (or portion thereof) from Covered Persons for each Covered Pharmacy Service provided.

**2.4 DUR** IPM will provide automated concurrent drug utilization review (DUR) services for point-of-sale Claims. Client acknowledges that: (i) the DUR system is a highly automated system, without individual review in most circumstances, (ii) the DUR system is necessarily limited by the amount, accuracy, and completeness of data concerning Covered Persons provided by Client, (iii) the DUR program is intended as a supplement to, and not a substitute for, the knowledge, expertise, skill, and judgment of physicians, pharmacists, or other health care providers in providing patient care, (iv) that IPM will have no obligation to acquire information concerning any Covered Person beyond the information that is included in the eligibility or claims databases, and (v) that pharmacists are individually responsible for acting or not acting upon information generated and transmitted through the DUR services, and for performing services consistent with the scope of their licenses. In performing DUR services, IPM will not, and is not required by this Agreement, to deny Claims, or require prescriber, pharmacist, or patient compliance with any norm or suggested drug regimen, or in any way substitute IPM’s judgment for the professional judgment or responsibility of the prescriber or pharmacist. The absence of an alert for a given drug or drug combination shall not be construed to indicate that the drug or drug combination is safe, appropriate, or effective for any Covered Person. Accordingly, IPM assumes no liability to Client, Plan, any Covered Person, or any other person in connection with the DUR services, including, without limitation, the failure of the DUR services to identify a prescription that results in injury to a Covered Person. IPM will have the DUR databases updated on a reasonable basis to reflect changes in available standards for pharmaceutical prescribing; however, no database will contain all available information or accepted medical practices or prescribing practices.

**2.5** To the extent authorized under Texas law, Client shall defend, indemnify and hold harmless IPM, its employees, directors, owners, officers, contractors, suppliers and agents from and against any and all awards, losses, claims, suits, damages, liability, judgments, fines, penalties, settlement amounts, and expenses, including reasonable attorney’s fees (collectively “Damages”) arising from or as a result of IPM’s decision to authorize or initially deny coverage of any drug in accordance with Client’s adopted criteria, except to the extent that any such Damages arise from IPM’s gross negligence or willful misconduct. This Section 2.5 shall survive termination of the Agreement.

**2.6 Call Center Services** IPM, through its own and/or subcontracted call centers, will provide a toll-free telephone line for inquiries from Client, pharmacies, prescribers, Covered Persons, and prospective members regarding the services provided by IPM under this Agreement. Services to be provided via the toll-free number include answering



questions regarding Claims, Covered Person eligibility, Plan Design and covered benefits, deductible status and required Co-Payments, Claims submission, Claims payment, instructions for completing a claim form, status of a submitted Direct Claim, and location of Network Pharmacies.

**2.7 Reporting** IPM will provide Client records and reports, including standard IPM reports as amended from time to time, relating to Covered Persons. Client may request additional reports, which may be provided upon the mutual written agreement of the parties.

**3. RESPONSIBILITIES OF CLIENT**

**3.1 Benefit Design and Eligibility** Within a reasonable time prior to the implementation of the Services under this Agreement, Client shall furnish IPM the details of the benefit design and a complete listing of all Covered Persons, which must be complete and accurate and in a format and media approved by IPM. IPM and the Network Pharmacies are entitled to rely on the accuracy and completeness of this information.

**3.2 Benefit Design Changes** Client will immediately provide IPM written notice of any changes or updates in the benefit design. IPM will notify Client of (i) the proposed implementation date of such change or that such change cannot be implemented as requested, and (ii) any applicable additional fees due as a result of such change. Client will accept the change and applicable additional fees, if any, in writing prior to its implementation. Client will notify its Covered Persons of the change prior to its effective date at Client's expense. IPM will not be responsible for or otherwise be liable to Client, Plan, or Covered Persons for costs or other damages for failing to make benefit design changes not communicated to IPM in accordance with this paragraph.

**3.3 Design Liability** Client is solely responsible for any liability arising in connection with Client's benefit design. IPM makes no representation or warranty that the benefit design selected by Client complies with the Law that applies to Client, and IPM has no responsibility to advise Client about its compliance with any applicable Law.

**3.4 Eligibility Updates** Unless otherwise stated in the applicable plan specifications, during the term of this Agreement, and any extension thereof, at least ten (10) days before the beginning of each month, Client will provide IPM with a complete updated listing of all Covered Persons who are eligible for that month. Such listing will be provided in a format agreeable to IPM. The eligibility information will be updated as reasonably required by the Client. Client bears all risk of mistakes in eligibility determinations caused by inaccuracies in the information provided by Client to IPM, including payment of Claims adjudicated and verified as eligible which are later found to be not eligible.

**3.5 Identification Cards** IPM will issue identification cards to Covered Persons that will include information necessary to provide the Network Pharmacy with a Covered Person's eligibility information to receive Covered Pharmacy Services.

**3.6 Reports and Invoices** Client will review all reports and statements provided by IPM and will notify IPM in writing of any errors or objections within forty-five (45) days of receipt. Until Client notifies IPM of any errors or objections, IPM will be entitled to rely on the information contained in the report or statement. If Client does not so notify IPM within the forty-five (45) day period, the information contained therein will be deemed accurate, complete, and acceptable to Client.

**3.7 Authorizations and Disclosures** Client has obtained, or will obtain, all Covered Person authorizations required by Law for IPM to perform the Services or any additional services provided under any addendum or amendment hereto. Client will disclose to Covered Persons any and all matters relating to the benefit design that are required by Law to be disclosed, including information relating to the calculation of Co-Payments, deductibles, or any other amounts that are payable by a Covered Person in connection with the benefit design, and rebates or other discounts.

**3.8 Client's Authority Over Benefit Plan** Client acknowledges that it has the sole authority to control and administer its Plans. Client further acknowledges that IPM is engaged to perform the Services as an independent



contractor and not as an employee or agent of Client. Nothing in this Agreement shall be construed or deemed to confer upon IPM any responsibility for or control over the terms or validity of the benefit plan. IPM shall have no final discretionary authority over or responsibility for the administration of the Plans. Further, IPM shall have no responsibility or liability for (i) any funding of Plan benefits; (ii) any insurance coverage relating to Client, the Plans, or the Covered Persons; or (iii) the nature or quality of professional health services rendered to Covered Persons.

**4. TERMINATION**

The term of this Agreement will commence on the Effective Date and will continue for one (1) year, after which it will automatically renew for additional one-year periods unless otherwise terminated in accordance with the provisions of this Agreement. Either party may terminate this Agreement upon ninety (90) days prior written notice to the other party, which shall become effective only at the end of the then expiring term or extension thereof. In the event of termination, Client will only be liable for its pro rata share of services rendered and goods actually received. If there is a material breach of any provision of this Agreement, and that breach remains uncured for thirty (30) days after the breaching party receives written notice of the breach, the non-breaching party may terminate this Agreement effective on the expiration of such thirty (30) day period. If such material breach cannot be cured in a thirty (30) day period, the non-breaching party may not terminate this Agreement if the breaching party has initiated a cure within such thirty (30) day period and uses its best efforts to complete the cure within a commercially reasonable period of time.

**5. COMPENSATION, BILLING, AND PAYMENT**

- 5.1** As compensation for the Services provided by IPM under this Agreement, Client will pay the fees specified in Exhibit A (the "Fees"). This Section 5.1 will survive the termination of the Agreement.

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 Client 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 Client 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 Client's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

- 5.2** IPM will be responsible for payment to the Network Pharmacies for Covered Pharmacy Services solely to the extent it has received funds provided by Client for payment of such services. IPM shall not be required to render payments to Network Pharmacies or Covered Persons unless and until IPM has received payment for the Claims from Client. Client recognizes that it is essential to make timely payments to IPM, and that payment that is not timely may adversely affect the availability of Pharmacy Services. Notwithstanding the foregoing, in the event that IPM elects to pay Network Pharmacies and Covered Persons for Claims prior to its receipt of Claims payment from Client, such election shall not constitute a waiver of IPM's right to suspend performance or of Client's obligation to render payment to IPM either as to that payment or as to any other payment, nor shall such election serve to establish a course of dealing or a course of performance between IPM and Client. The amount that Client pays to IPM under this Section is not an asset of Client's prescription benefit, or any other health plan. This Section 5.2 will survive the termination of the Agreement.
- 5.3** After the initial term of the Agreement, IPM may reasonably change the Fees or other pricing under this Agreement. IPM will give Client sixty (60) days written notice of any such change, which will take effect on the first day of the month following the sixty-day notice period.
- 5.4** IPM will invoice Client for Fees and Covered Pharmacy Services monthly.
- 5.5** If Client objects to any cost in an invoice, Client is still obligated to remit payment of the full payment amount to IPM within the agreed upon payment terms. Within twenty (20) business days of Client's receipt of the invoice,

Client shall identify and fully explain the basis for any objections in writing to IPM. Client and IPM will then work together to determine the validity of the amounts to which Client has objected. Any overpayments or underpayments will be reconciled through a charge or credit in a subsequent invoice.

- 5.6 If Client fails to pay IPM in accordance with this Agreement, IPM may, in addition to its other remedies under this Agreement, at law or in equity, do any or all of the following: (i) suspend performance of

any or all of IPM's obligations under or in connection with this Agreement, including IPM's obligation to process Claims; (ii) apply all or any portion of any security posted by Client with IPM to Client's delinquent account; and/or (iii) off-set against any amounts payable to Client any amount due from Client.

- 5.7 IPM agrees that, except for Co-payments and deductibles, in no event will IPM or the Network Pharmacies, charge, collect, seek compensation, remuneration, or reimbursement from, or have any recourse against Covered Persons or persons acting on the Covered Person's behalf for Covered Pharmacy Services provided pursuant to this Agreement. IPM further agrees that (i) the provisions of this Section 5.7 shall survive the termination of this Agreement regardless of the cause of termination and will be construed in favor of Covered Persons, and (ii) this Section 5.7 shall supersede any oral or written contrary agreement now existing or hereafter entered between IPM and a Covered Person or person acting on the behalf of a Covered Person. The terms hereunder shall not apply to any deductibles, Co-Payments, or non-covered pharmacy services that are Covered Person's responsibilities as described in a Description of Coverage. This Section 5.7 will survive the termination of the Agreement.

- 5.8 Client understands that IPM's agreements with Network Pharmacies may allow Network Pharmacies to review payments made by IPM related to the Covered Pharmacy Services. Furthermore, if in accordance with IPM's agreement with a Network Pharmacy there was an underpayment for Covered Pharmacy Services to a Covered Person, such Network Pharmacy may seek reimbursement for such underpayment(s). Client agrees that, if a Network Pharmacy requests further payment for any Covered Pharmacy Service or other service provided to Client or a Covered Person, Client will immediately remit to IPM an amount equal to such requested payment. This Section 5.8 will survive the termination of the Agreement.

## 6. CONFIDENTIALITY

- 6.1 Each party acknowledges that during the performance of its obligations hereunder, it has received or may receive confidential information from the other party. As used herein, "Confidential Information" includes, but is not limited to, proprietary business and technical information, patient and third-party payor lists, statistical data, computer programs, pricing information, the Agreement and all exhibits, addenda and alterations hereto, Network Pharmacy coverage information, trade secrets and innovations, and other information of similar nature obtained by either party. Confidential Information will not include information that is: (i) generally known to the public at the time of disclosure; (ii) rightfully received by either party from a third party not under obligation of confidentiality with respect to such information; (iii) becomes publicly available through no act or omission of either party or its agents or employees; or (iv) that may be required to be disclosed by law or court order.
- 6.2 Each party covenants and agrees that, without the prior written consent of the other party (which consent may be withheld for any reason or may be given subject to conditions and restrictions), neither it nor its directors, officers, employees, or agents will reveal or use any Confidential Information in a manner or for a purpose that would be knowingly detrimental to the other party or its businesses or for purposes other than set forth herein.
- 6.3 Confidential Information may be disclosed pursuant to a bona fide subpoena if the party receiving the bona fide subpoena has given the other party timely written notice of receipt of the subpoena so that the other party can object or otherwise intervene as it deems proper.
- 6.4 All Confidential Information will remain the property of the disclosing party, and the receiving party will return or destroy all written or tangible materials, and all copies thereof, upon request of the disclosing party.
- 6.5 Client acknowledges that all of IPM's databases, as well as the software, hard-coding, and logic used to generate the compilations of information contained in IPM's adjudication system and in all other databases developed by



IPM, its contractors, consultants, or its designees in connection with performing services, and the format of all reports, printouts, and copies thereof, and any prior and future versions thereof by any name, are the property of IPM and are protected by copyright which shall be owned by IPM.

- 6.6 Each party acknowledges that damages alone will be an inadequate remedy for a breach or threatened breach of the provisions of Section 6 of this Agreement and that the party seeking enforcement thereof, in addition to all other remedies, will be entitled as matter of right to equitable relief, including injunctive relief or specific performance in any court of competent jurisdiction. No posting of a bond will be required. The parties agree that notwithstanding anything in this Agreement to the contrary, nothing herein will require any party hereto to breach or violate any applicable confidentiality law, statute or regulation.

**7. COVERED INDIVIDUAL INFORMATION**

- 7.1 IPM may use, reproduce, or adapt Covered Person information in any manner it deems appropriate, including product research and development, except that each party and its agents, employees and contractors shall maintain the confidentiality of this information to the extent required by applicable Law, and may not use the information in any way prohibited by Law.

- 7.2 **Use and Disclosure of Protected Health Information** IPM may use or disclose PHI to Client, Network Pharmacies, Covered Persons' providers and Covered Persons in a manner consistent with the performance or improvement of its Services under this Agreement, or as permitted without authorization pursuant to the Privacy Rule. Additionally, IPM may use and disclose PHI to a third party if otherwise authorized by Client or a given Covered Person, or as permitted without authorization pursuant to the Privacy Rule. Except as provided in this Agreement, such uses, and disclosures shall be limited to those that would not violate the Privacy Rule if done by Client. In addition, IPM may use and disclose PHI:

- i. for the proper management and administration of IPM or to carry out its legal responsibilities; provided that, in the case of any disclosures for this purpose, IPM obtains reasonable assurances from the person to whom the information is disclosed, that it will remain confidential and used or further disclosed only as required by Law or for the purpose for which it was disclosed to the person, and that the person will notify IPM of any instances of which it is aware in which the confidentiality of the information has been breached;
- ii. to provide Data Aggregation services to Client as permitted by 45 CFR 164.504(E)(2)(i)(B);
- iii. to de-identify the information in accordance with 45 CFR 164.514(b), which de-identified information may be used and disclosed by IPM as it deems appropriate;
- iv. pursuant to an individual authorization in accordance with 45 CFR 164.508;
- v. to report violations of Law to appropriate federal and state authorities, consistent with 45 CFR 164.502(j)(1);
- vi. to conduct DUR for another Covered Entity if each Covered Entity has or had a relationship with the Covered Person whose PHI is involved and the PHI relates to the relationship; and
- vii. as otherwise authorized in writing by Client.

**8. USE OF NAME**

Each party will have the right to use the name of the other party to inform existing or potential clients that IPM supplies Covered Pharmacy Services to Client. IPM will have the right to use Client's current logo and information on a client list and on its web site. Neither IPM nor Client will otherwise use the other party's name, symbols, trademark, or service marks without the prior written consent of the other party and both parties will cease any such use upon termination of this Agreement. Notwithstanding the above, IPM agrees Client may use the name, address, phone numbers and descriptions of the Network Pharmacies in Client's directories.

**9. INSURANCE AND INDEMNIFICATION**

- 9.1 **Required Insurance** IPM agrees to maintain general liability coverage with a limit of at least one million dollars (\$1,000,000.00) per occurrence. Client agrees to maintain insurance providing coverage for the errors and omissions of Client and its officers and directors for the good faith performance of their duties.



**9.2 Certificate of Insurance** IPM will provide Client with a valid Certificate of Insurance, upon request, confirming the coverage set forth in Section 9.1. Client agrees to provide IPM with thirty (30) days written notice if there is a material change in its directors and officer's coverage. IPM agrees to provide Client with thirty (30) days written notice if there is any material change in its general liability coverage.

**9.3 Indemnification and Limitations on Liability** This Agreement is not a contract for the sale of goods. IPM will perform the Services under this Agreement in a good and workmanlike manner in

accordance with the customs, practices, and standards of the prescription benefit management industry. EXCEPT AS WARRANTED IN THIS SECTION, IPM DISCLAIMS ALL EXPRESS AND ALL IMPLIED WARRANTIES OF ANY KIND, INCLUDING THE SUITABILITY FOR ANY PARTICULAR PURPOSE OF THE DATA GENERATED THROUGH IPM'S SYSTEM. IPM RELIES ON MEDISPAN OR COMPARABLE DATABASES IN PROVIDING CLIENT AND COVERED PERSONS WITH DRUG UTILIZATION REVIEW SERVICES. IPM HAS UTILIZED DUE DILIGENCE IN COLLECTING AND REPORTING THE INFORMATION CONTAINED IN THE DATABASES AND HAS OBTAINED SUCH INFORMATION FROM SOURCES BELIEVED TO BE RELIABLE. IPM, HOWEVER, DOES NOT WARRANT THE ACCURACY OF REPORTS, ALERTS, CODES, PRICES, OR OTHER DATA CONTAINED IN THE DATABASES. IPM DOES NOT WARRANT THAT ITS SERVICES WILL BE UNINTERRUPTED OR ERROR FREE.

**9.4** IPM does not direct or exercise any control over the professional judgment exercised by any pharmacist in dispensing prescriptions or otherwise providing pharmaceutical related services. Network Pharmacies are independent contractors, and IPM shall have no liability to Client, Plans, any Covered Person, or any other person or entity for any act or omission of any Network Pharmacy or its agents or employees.

**9.5** To the extent authorized under Texas law, Each Party shall be indemnified and held harmless by the other for the amount of any and all liabilities, losses, damages, claims, costs and expenses, interest, awards, judgments, and penalties (including, without limitation, attorneys' fees and expenses) (each, a "Loss"), arising out of or resulting from the breach of a Party's obligations under this Agreement or the gross negligence or willful misconduct of a Party, except to the extent any such Losses were caused by the negligence or intentional conduct of IPM or the breach of IPM's obligations under this Agreement. This Section 9.5 will survive the termination of the Agreement.

**9.6** To the extent authorized under Texas law, Neither IPM nor Client will be liable to each other for indirect, incidental, consequential, punitive, special, or exemplary damages, arising out of or related to performance of this Agreement or a breach of this Agreement, even if advised of the possibility of such damages. IPM's maximum liability to Client, regardless of the form of action and whether for damages, indemnification or otherwise, shall not exceed the Administrative Fee paid by Client over the previous six (6) months.

**9.7** An indemnified party (the "Indemnified Party") shall give an indemnifying party (the "Indemnifying Party") notice of any matter which an Indemnified Party has determined has given or could give rise to a right of indemnification under Section 9.5 within thirty (30) days of such determination, stating the amount of any Loss, if known, and method of computation. If an Indemnified Party receives notice of any claims by a third party which are subject to the indemnification provided for Section 9.5 ("Third Party Claims"), the Indemnified Party shall give the Indemnifying Party notice of such Third-Party Claim within ten (10) days of the receipt of notice by the Indemnified Party. Failure to provide notice of a claim or a Third-Party Claim as provided for in this subsection shall not release the Indemnifying Party from any of its obligations under Section 9.5 unless such failure causes actual prejudice to the Indemnifying Party, in which case the Indemnifying Party shall be released only to the extent of such prejudice.

**9.8** The obligations and liabilities of an Indemnifying Party under Section 9.5 with respect to Losses arising from Third Party Claims shall be governed by and contingent upon the following additional terms and conditions: The Indemnifying Party shall acknowledge, in writing, its obligation to indemnify the Indemnified Party hereunder against any Losses that may result from such Third Party Claim, at its expense and through counsel of its choice, and give notice of its intention to do so to the Indemnified Party within thirty (30) days of the receipt of such notice from the Indemnified Party; provided however, that if there exists or is reasonably likely to exist a conflict of interest





and reflect the transactions described herein and contemplated hereby, and to affect the intents and purposes of this Agreement.

**14. ATTORNEYS' FEES AND COSTS**

If either party seeks to enforce its rights or remedies hereunder by litigation, or otherwise, the prevailing party will be entitled to reasonable attorneys' fees, expenses and costs incurred in connection with the litigation.

**15. SEVERABILITY**

In the event any term or provision of this Agreement is declared to be invalid or illegal for any reason, this Agreement will remain in full force and effect and will be interpreted as though such invalid or illegal provision were not a part of this Agreement. The remaining provisions will be construed to preserve the intent and purpose of this Agreement and the parties will negotiate in good faith to preserve the intent and purpose of this Agreement and the parties will negotiate in good faith to modify any invalidated provisions to preserve each party's anticipated benefits.

**16. RELATIONSHIP OF THE PARTIES**

Nothing in this Agreement will be construed to create an employer-employee, joint venture, partner, agent, or any other relationship between IPM and Client except that of independent contractors.

**17. EXECUTION IN COUNTERPARTS**

This Agreement may be executed simultaneously in two or more counterparts, each of which will be deemed an original agreement, but all of which together will constitute the same instrument.

**18. AMENDMENTS AND MODIFICATIONS**

Except as otherwise set forth herein, this Agreement may be amended, modified, or supplemented only by mutual consent set forth in writing duly signed by the parties hereto.

**19. COMPLIANCE WITH LAW; CHANGE IN LAW**

**19.1** Each party is responsible for ensuring its compliance with any Laws applicable to its business, including any necessary licenses and permits. If Client is subject to the provisions of the Employee Retirement Income Security Act ("ERISA"), Client will ensure that all of its activities comply with ERISA. No party shall make payments or perform services under this Agreement that would be prohibited by Law. This Agreement shall not be construed to induce or encourage the referral of patients, and no payment made pursuant to this Agreement or any other agreement between Client and IPM shall be construed to induce the purchase, lease, order or arrangement for the furnishing of healthcare products or services.

**19.2** The parties will attempt to equitably adjust the terms of this Agreement, which may include a pricing adjustment, to take into account any Change in Law or any change in drug industry practice that materially alters the rights or obligations of either party under this Agreement (for example, if a Change in Law causes IPM's performance of its duties under this Agreement to become materially more burdensome or expensive). If the parties are unable to agree upon an equitable adjustment within sixty (60) days after either party notifies the other of such a Change in Law or material change in drug industry practice, then this Agreement will automatically terminate. For purposes of this provision, a "Change in Law" means any (i) change in or adoption of any law, (ii) change in the judicial or administrative interpretation of any Law, or (iii) change in the enforcement of any Law, occurring after the Effective Date.

**20. ASSIGNMENT**

No party may assign its rights or obligations under this Agreement to a third party without the prior written consent of the other party which shall not be unreasonably withheld. Assignment of the Agreement to a wholly owned or controlled subsidiary of IPM or a successor entity under common control in management with IPM does not constitute assignment to a third party.



**21. THIRD PARTY BENEFICIARY**

This Agreement is not intended to create, nor will it be deemed to create, any third-party beneficiary rights including, without limitation, in Covered Persons, whose rights are determined solely by the terms of the Description of Coverage.

**22. ENTIRE AGREEMENT**

This Agreement is the entire agreement among the parties with respect to the matters covered hereby and will supersede all previous written, oral or implied understandings among them with respect to such matters.

**23. FORCE MAJEURE**

If either party is prevented from carrying out its obligations under this Agreement, except for payment obligations, by acts of war, civil unrest, riots, fire, labor actions, earthquakes or other acts of nature, by any cause that is beyond the reasonable control of either party, by an adverse judgment of a court of appropriate jurisdiction or an adverse decision, or by any act of a Federal, state or local political or regulatory body or agency thereof (each a “Force Majeure Event”), then such party will be relieved of its obligations under this Agreement. If either party is unable to perform for sixty (60) days from the date of the Force Majeure Event, then that party may terminate this Agreement, except as mutually agreed upon by the parties.

**24. TAXES**

In the event that Client, the Plans, or any obligations under this Agreement, including without limitation the payment of rebate amounts, are subject to any form of governmental or regulatory charges, including any premium taxes, insolvency fees, guarantee fund fees, sales taxes, or any similar charges (excluding taxes based on the net income of IPM), such charges will be the sole responsibility of Client. All such charges will be included in the monthly invoice to Client. Client will defend, indemnify, and hold harmless IPM from the payment of such charges.

**25. WAIVERS**

The waiver by either party of one or more defaults on the part of the other party in the performance of any obligations under this Agreement will not be construed to operate as a waiver of any subsequent defaults.

**26. MEDIATION**

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

**25. RIGHT TO AUDIT**

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



**Integrated  
Prescription  
Management**

**INTENDING TO BE LEGALLY BOUND**, the parties have duly executed this agreement as of the Effective Date.

Integrated Prescription Management

Williamson County, Texas, a political subdivision of the State of  
Texas

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Melissa Hawkins/ Chief Strategy Officer

\_\_\_\_\_  
Print Name/Title

\_\_\_\_\_  
Print Name/Title

07/20/2022

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



**Integrated  
Prescription  
Management**

## **EXHIBIT A FEES**

### **Indigent Program Population**

#### **Retail Pharmacy Fees:**

**Brand:** AWP less 15% plus \$2.50 dispensing fee

**Generic\*\*:** AWP less 50%, U&C or Generic MAC(GER Performance of 80% discount off AWP) plus \$2.50 dispensing fee;

#### **Additional Fees:**

Plastic ID Cards: \$0.00

Universal Claim Forms (Manual Forms): \$0.00

Coordination of Benefits: \$0.00

Eligibility Updates: \$0.00

Prior Authorizations: \$0.00

Standard Reporting: \$0.00

Clinical Review: \$0.00

Account Manager Site Visits: \$0.00

#### **Definitions:\*\***

**AWP – Average Wholesale Price:** Typically set by the Manufacturer, used as a pricing point for processors and payors.

**Single Source Generics:** (Also fall into NON MAC Category)

A drug where the manufacturer has the sole right to produce the generic version of that drug for anywhere from six months to one year. The price of the drug will be lower than the brand drug. However, since there's only one other company selling the drug, it will not be much cheaper than its branded equivalent.

**MAC Generics:** As most generic drugs fall into this category, these drugs are defined as products with three or more versions of the product related therapeutically equal (A-rated) no matter what the ratings of other versions (B-rated) and at least three suppliers are listed in the current editions of published national compendia.

**MAC:** MAC is a term that means 'Maximum Allowable Cost'. A "Maximum allowable cost" or "MAC" list generally refers to a payer or PBM-generated list of products that includes the upper limit or maximum amount that a plan will pay for generic drugs and brand name drugs that have generic versions available (multi-source brands). Essentially, no two MAC lists are alike and each PBM picks and chooses products for their MAC lists, using different criteria to derive and apply prices to the list.

**Usual & Customary(U&C):** Actual retail prices that pharmacies charge to cash-paying consumers for prescription drugs. "Example: \$4 WalMart Discount Drug list; \$3.99 Brookshire Discount Drug list, \$5 HEB Discount Drug List

\*\*Not all discount lists are captured by PBM. Example: IF retailer offers a club or membership to participate, this U&C would not transmit as U&C to PBM."

**GER: Generic Effective Rate:** Generic effective rate is a calculation to verify that contract and performance guarantees are being met with regard to the overall pricing of generic claims. Quarterly reports will be provided to report back the performance of GER.



**Integrated  
Prescription  
Management**



## EXHIBIT B

### BUSINESS ASSOCIATE AGREEMENT

**THIS AGREEMENT** is made between Integrated Prescription Management, Inc., whose principal place of business is 7815 N. Palm Ave, Suite 400, Fresno California 93711 and Williamson County and Cities Health District. This Agreement is for the purpose of addressing the measures that the Parties will take to protect the confidentiality of certain health information that either Party may deliver to the other, or that one Party may receive on behalf of the other. This Agreement is to be in effect as of September 1, 2022 and shall continue until terminated as herein provided.

**WHEREAS**, the disclosure of certain health-related information is regulated by the provisions of 45 U.S.C. §§1171 et seq., enacted by (i) the *Health Insurance Portability and Accountability Act of 1996* and the regulations promulgated thereunder (collectively referred to as “HIPAA Implementing Regulations”); (ii) Title XIII of the *American Recovery and Reinvestment Act of 2009* (ARRA) entitled *Health Information Technology for Economic and Clinical Health Act* (“HITECH”) 42 U.S.C. §§17921, et seq.; and (iii) the requirements of the final modifications to the HIPAA Privacy, Security, Enforcement and Breach Notification Rules as issued on January 25, 2013 and effective March 26, 2013, 75 Fed Reg 5566, (“the Final Regulations”). The Implementing Regulations, the HITECH Act, and the Final Regulations are collectively referred to in this Agreement as “the HIPAA Requirements”.

**WHEREAS**, in performance of their contractual obligations to each other, or to other third parties, the Parties may exchange Protected Health Information (“PHI”, as that term is defined by the HIPAA Requirements) in connection with health benefit plans or administration services;

**WHEREAS**, one Party may receive or disclose PHI on behalf of the other Party in connection with those contractual obligations;

**WHEREAS**, the Parties desire that this Agreement accurately reflect the requirements of the HIPAA Requirements as they apply to the disclosure and breach of PHI; and

**WHEREAS**, the Parties agree to incorporate into this Agreement any regulations issued by the U.S. Department of Health & Human Services (“DHHS”) with respect to the HIPAA Requirements that relate to the obligations of either Party and that are required to be reflected in a Business Associate Agreement. The Parties recognize that they are obligated by law to meet the applicable HIPAA Requirements and that each Party has direct liability for any violation of the HIPAA Requirements.

**NOW, THEREFORE**, the Parties agree as follows:

#### 1. Definitions

##### 1.1. Catch-all definition:

The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Requirements: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information (“PHI”), Electronic



Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

Specific definitions:

- (a) Business Associate. “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 both Parties, individually and jointly.
- (b) Covered Entity. “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 both Parties, individually and jointly.
- (c) HIPAA Requirements. “HIPAA Requirements” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

2. Obligations and Activities of Parties

Parties agree to:

- (a) Not use or disclose PHI other than as permitted or required by the Agreement or as required by law;
- (b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI, to prevent use or disclosure of PHI other than as provided for by the Agreement;
- (c) Report to the other Party, within ten (10) business days, any known use or disclosure of PHI not permitted under the Agreement, including breaches of unsecured PHI as required at 45 CFR 164.410, and any security incident of which it becomes aware;
- (d) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors or service suppliers that create, receive, maintain, or transmit PHI on behalf of the Party agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information and execute a written Business Associate Agreement reflecting same;
- (e) Make PHI available in a designated record set to the other Party or to the “individual or the individual’s designee” as necessary to satisfy either Party’s obligations under 45 CFR 164.524;
- (f) Make any amendment(s) to PHI in a designated record set as directed or agreed to by the other Party pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy the other Party’s obligations under 45 CFR 164.526;
- (g) Maintain and make available the information required to provide an accounting of disclosures to the other Party or “individual” as necessary to satisfy either Party’s obligations under 45 CFR 164.528; and
- (h) To the extent either Party is to carry out one or more of the other Party’s obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the other Party in the performance of such obligation(s).

3. Permitted Uses and Disclosures by Business Associate

- (a) Each Party may use or disclose PHI only for any lawful purpose and as required for the performance of that Party's obligations under any contract or agreement related the

administration of or providing of services to, a health care plan, and only if the disclosure is in compliance with the HIPAA Requirements.

Except as otherwise limited in this Agreement, the Parties may disclose PHI to either Party's other Business Associates or vendor of personal health records, provided that such use or disclosure would not violate any Privacy Rule and that the other entity has executed a written Business Associate Agreement with the Party.

- (b) The Parties may use or disclose PHI as required by law.
- (c) The Parties agree to make uses and disclosures and requests for PHI consistent with the other Party's minimum necessary policies and procedures.
- (d) Neither Party may use or disclose PHI in a manner that would violate Subpart E of 45 CFR Part 164 if done by the other Party.
- (e) Either Party may use PHI for the proper management and administration of that Party or to carry out the legal responsibilities of that Party.
- (f) Each Party may disclose PHI for the proper management and administration of that Party or to carry out the legal responsibilities of that Party, provided the disclosures are required by law, or the Party obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies the Party of any instances of which it is aware in which the confidentiality of the information has been breached.

#### 4. Provisions for Party to Inform Other Party of Privacy Practices and Restrictions

- (a) Each Party shall notify the other Party of any limitation(s) in the notice of privacy practices of that Party under 45 CFR 164.520, to the extent that such limitation may affect the other Party's use or disclosure of PHI.
- (b) Each Party shall notify the other Party of any changes in, or revocation of, the permission by an individual to use or disclose his or her PHI, to the extent that such changes may affect that Party's use or disclosure of PHI.
- (c) Each Party shall notify the other Party of any restriction on the use or disclosure of PHI that the Party has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect the Party's use or disclosure of PHI.

#### 5. Permissible Requests by Parties

Neither Party shall request the other Party to use or disclose PHI in any manner that would not be permissible under Subpart E of 45 CFR Part 164 (or any other HIPAA Requirements) if done by covered entity.

#### 6. Investigations



The Parties shall make their internal practices, books and records relating to the use and disclosure of PHI available to the Secretary of the United States Department of Health and Human Services (the “Secretary”) for purposes of determining the Parties’ compliance with applicable law. A Party

shall immediately notify the other Party in the event they receive or are otherwise notified of any request by the Secretary to conduct an investigation of the use or disclosure of PHI.

## 7. Audit Rights

(a) **Right to Audit.** Either Party, or its representative, shall be entitled after ten (10) business days’ prior written notice to the other Party, to audit that Party to verify their compliance with the terms of this Agreement. The auditing Party shall be entitled and enabled to inspect the records and other information relevant to the audited Party’s compliance with the terms of this Agreement. The auditing Party shall conduct its review during the normal business hours of the audited Party and shall have the right to conduct the audit in any reasonable manner which does not unreasonably interfere with the audited Party’s normal operations.

(b) **Obligation to Maintain Records.** The Parties shall produce and maintain accurate and complete records of all receipts, transmissions, uses, and disclosures of PHI subject to HIPAA and HITECH reporting standards, throughout the term of any contracts between the Parties, or for such longer period as may be Required by Law. The Parties shall maintain all records and other information in a safe and secure environment and in compliance with applicable laws. The Parties shall maintain all records and other information with a system of audit trails and controls sufficient to allow either Party to confirm the other Party’s compliance with any requirements or regulations enforced by the Secretary.

## 8. Term and Termination

(a) Term. The Term of this Agreement shall terminate when all PHI exchanged between the Parties or received by one Party on behalf of the other Party, is destroyed. Or, if it is not reasonably feasible to destroy the PHI, all protections created by this Agreement shall be extended to that PHI, or the date either Party terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner.

(b) Termination for Cause. Either Party may terminate this Agreement if that Party determines that the other Party has violated a material term of the Agreement (c) Obligations of Parties Upon Termination.

Upon termination of this Agreement for any reason, each Party, with respect to PHI received from the other Party, or created, maintained, or received by the Party on behalf of the other Party, shall:

1. Retain only that PHI which is necessary for the Party to continue its proper management and administration or to carry out its legal responsibilities;
2. Return to the other Party the remaining PHI that the Party still maintains in any form;
3. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI to prevent use or disclosure of the PHI, other than as provided for in this Section, for as long as the Party retains the PHI;

4. Not use or disclose the PHI retained by the Party other than for the purposes for which such PHI was retained and subject to the same conditions which applied prior to termination; and
5. Return to the other Party the PHI retained by the Party when it is no longer needed by the Party for proper management and administration or to carry out its legal responsibilities.

(d) Survival. The obligations of both Parties under this Section shall survive the termination of this Agreement.

## 9. Miscellaneous

(a) Regulatory References. A reference in this Agreement to a section in the HIPAA Requirements means the section as in effect or as amended.

(b) Amendment. The Parties agree to take such action as is necessary to amend this Agreement as is necessary to allow the Parties to meet their contractual obligations to comply with the requirements of the Privacy Rule or any other HIPAA Requirement. In the event of any amendment to HIPAA or HITECH or any other Privacy-related Rule, this Agreement will be deemed by all Parties to concurrently adopt such amendments and incorporate them in this Agreement as necessary to comply with such regulation or amendment. Such modifications to this Agreement will immediately be effective without the necessity of a signed amendment.

(c) Interpretation. Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Requirements.

## 10. Indemnification

In the event a Party negligently allows the improper or unauthorized use, disclosure or breach of PHI, that Party agrees to defend and indemnify the other Party and hold it harmless from and against any and all claims, causes of action, losses, liabilities, damages and expenses, including court cost and attorneys' fees, to the extent that such claims, causes of action, losses, liabilities, damages and expenses which arise from such improper or unauthorized use or disclosure.

## 11. Obligations of Party's Subcontractors, Vendors and Other Third Parties

The Parties agree that as required by the HIPAA Requirements, each Party will enter into written Business Associate Agreements with all other Business Associates, or vendors or other third parties with access to PHI, that requires them to comply with Privacy and Security Rule provisions of this Agreement in the same manner as required of Parties, and notifies that Business Associate that they will incur liability under the HIPAA Requirements for non-compliance with such provisions. The Parties will assure that all other Business Associates provide written agreement to the same privacy and security restrictions, conditions and requirements that apply to the Parties regarding PHI.

**Commissioners Court - Regular Session**

45.

**Meeting Date:** 07/26/2022

Appointment of election judges and alternate judges for term 9/1/22 thru 8/31/23

**Submitted For:** Chris Davis

**Submitted By:** Jenifer Favreau, Elections

**Department:** Elections

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider and take appropriate action regarding the appointment of election judges and alternate judges to serve to a one-year term beginning September 1, 2022 and ending August 31, 2023.

**Background**

Pursuant to Texas Election Code Chapter 32, Appointment of Election Judges, the county chairs of the Republican Party and Democratic Party have provided names for Judges and Alternate Judges to serve as election officials for a one-year term beginning on September 1, 2022 and ending on August 31, 2023. Attached is the list of names proposed for Commissioners Court consideration and, if approved, appointment of these individuals to serve in their capacities as Election Day Judges and Alternate Judges on November 8, 2022. As per TEC section 32.002(c), we will continue to accept and train identified individuals from both parties to fill vacancies.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

List of Judges and Alts

**Form Review**

**Inbox**

County Judge Exec Asst.  
Form Started By: Jenifer Favreau  
Final Approval Date: 07/21/2022

**Reviewed By**

Becky Pruitt

**Date**

07/21/2022 09:50 AM  
Started On: 07/19/2022 04:35 PM

Appointment of Judges and Alternate Judges for Joint General and Special Elections  
November 2022

<b>Location</b>	<b>Party</b>	<b>Judge</b>	<b>Party</b>	<b>Alternate Judge</b>
<b>Anderson Mill Limited District 11500 El Salido Parkway, Austin</b>	D	Joy Allen	R	Kathryn Rightmyer
<b>Bethany United Methodist Church 10010 Anderson Mill Rd, Austin</b>	D	Dwight Adair	R	Tyler Simpson
<b>Gateway Church 7104 McNeil Dr, Austin</b>	D	Nani Covar	R	Pamela Rattan
<b>Harmony School of Endeavor 13415 N FM 620, Austin</b>	D	Alfred Freudenberger	R	Janell Kelton
<b>Hartfield Performing Arts Center 5800 McNeil Dr, Austin</b>	D	Lynn Morlier	R	Debra Damman
<b>Kelly Reeves Athletic Complex 10211 W Parmer Lane, Austin</b>	R	Brenda Shie	D	Ramon Telles Jr.
<b>Lord of Life Lutheran Church 9700 Neenah Ave, Austin</b>	D	Edward Seidenberg	R	Stephen Casey
<b>Rattan Creek Park Community Center 7617 Elkhorn Mountain Trail, Austin</b>	D	Doug Reber	R	Julia Lennous
<b>Bartlett City Hall 140 W Clark St, Bartlett</b>	D	Randall Craig	R	Ann Lattimore
<b>Austin Sports Center 1420 Toro Grande Blvd, Cedar Park</b>	R	Araceli Santos	D	Damian Fisher
<b>Cedar Park High School 2150 Cypress Creek Rd, Cedar Park</b>	R	David Zaharias	D	Neitha Engert
<b>Cedar Park Library 550 Discovery Blvd., Cedar Park</b>	R	Kristina Plaster	D	Patti Coville
<b>Cedar Park Randalls 1400 Cypress Creek Rd, Cedar Park</b>	R	Sandy Martin	D	Mina Rathbun
<b>Cedar Park Recreation Center 1435 Main St, Cedar Park</b>	D	Karen Gregory	R	John Coronado
<b>Vista Ridge High School 200 S Vista Ridge Blvd, Cedar Park</b>	D	Cliff Anderson	R	Lidia Moreno
<b>St Peter's Church of Coupland 108 Wathen St, Coupland</b>	R	Joe Naizer	D	Cris Pena
<b>Andice Community Center 6600 FM 970, Florence</b>	R	Sharon O'Maley	D	Robert Shaver
<b>Florence City Hall 851 FM 970, Florence</b>	R	Robert Wemheuer	D	Laurie Born
<b>Cowan Creek Amenity Center 1433 Cool Spring Way, Georgetown</b>	R	Cathy Cody	D	Mike Walker
<b>First Baptist Church – Georgetown 1333 W University Ave, Georgetown</b>	R	Mark Pavlovich	D	John Applewhaite
<b>Georgetown Annex 100 WilCo Way, Georgetown</b>	R	Anna Hughes	D	Stacy Brown
<b>Georgetown City Hall 808 Martin Luther King Jr. St., Georgetown</b>	D	Pamela McQuesten	R	Alice York
<b>Old Carver Elementary School 1200 W 17<sup>th</sup> St, Georgetown</b>	R	Rocky Stone	D	Cindy Cohen

Appointment of Judges and Alternate Judges for Joint General and Special Elections  
November 2022

<b>Location</b>	<b>Party</b>	<b>Judge</b>	<b>Party</b>	<b>Alternate Judge</b>
<b>Georgetown ISD Technology Building 603 Lakeway Dr, Georgetown</b>	R	Brad Stutzman	D	Roy Heddleston
<b>Georgetown Randalls 5721 Williams Dr, Georgetown</b>	R	Sharon Duke	D	Chris Kolb
<b>Heritage Baptist Church 1601 FM 971, Georgetown</b>	D	John Keeter	R	Kay Ledbetter
<b>Terranova Church 5060 E Hwy 29, Georgetown</b>	D	Teri Moltenberry	R	Jerry McCulley
<b>Southwestern University – Howry Center 1001 Southwestern Blvd, Georgetown</b>	R	Cathey Doss	D	William Holland
<b>The Delaney @ Georgetown Village 359 Village Commons Blvd, Georgetown</b>	R	Phil Papick	D	Diane Smith
<b>The Worship Place 811 Sun City Blvd, Georgetown</b>	R	Santina Codomo	D	Pam Oglesby
<b>First Baptist Church of Granger 301 E Mesquite St, Granger</b>	R	Mary Pavlat	D	Deborah Spanel
<b>Saint Patrick Catholic Church 2500 Limmer Loop, Hutto</b>	D	Chris Breen	R	Chris Covarrubias
<b>Wilco Hutto Annex 321 Ed Schmidt Blvd, Hutto</b>	R	Frances Albert	D	Jane Wrinkle
<b>Jarrell ISD Administration Building 108 E Avenue F, Jarrell</b>	R	Debbie Helms	D	Samuel Brannon
<b>Sonterra HOA Clubhouse 510 Sonterra Blvd, Jarrell</b>	D	Charles Fisher	R	Kelly Mohorc
<b>Austin Community College – San Gabriel 449 San Gabriel Campus Dr, Leander</b>	D	Kristine Massey	R	Lynne Brady
<b>Leander Church of Christ 300 Crystal Falls Parkway, Leander</b>	R	Gaylon George	D	Harriet Horten
<b>Leander High School 3301 S Bagdad Rd, Leander</b>	R	Rick Masselink	D	Gene Stone
<b>Leander Public Library Annex 1011 S Bagdad Rd, Leander</b>	R	Bobbi Price	D	Sharon Cummings
<b>Pat Bryson Municipal Hall 201 N Brushy St, Leander</b>	R	Janet Hampton	D	Logan Pillay
<b>Rouse High School 1222 Raider Way, Leander</b>	R	James Crabtree	D	Brian DeWald
<b>Upwards Church 8754 RM 2243, Leander</b>	R	Sue England	D	Diane Schisser
<b>RockPointe Church – Liberty Hill 170 CR 214, Liberty Hill</b>	D	Stan Leachman	R	John Travers
<b>Liberty Hill High School 16500 W SH 29, Liberty Hill</b>	R	Melissa Engman	D	Kay Miles
<b>Santa Rita Ranch 175 Elizabeth Park Blvd, Liberty Hill</b>	R	Jennifer Pollastro	D	Nan Kennedy
<b>Austin Community College – Round Rock 4400 College Park Dr, Round Rock</b>	D	Debra Dibble Boone	R	Linda Patterson

Appointment of Judges and Alternate Judges for Joint General and Special Elections  
November 2022

<b>Location</b>	<b>Party</b>	<b>Judge</b>	<b>Party</b>	<b>Alternate Judge</b>
<b>Allen R Baca Center 301 W Bagdad St, Round Rock</b>	D	Amy Gautreaux	R	Ruth Pigg
<b>Brushy Creek Community Center 16318 Great Oaks Dr, Round Rock</b>	R	Donna Harp	D	Stuart Litwin
<b>Cedar Ridge High School 2801 Gattis School Rd, Round Rock</b>	R	Azucena Overman	D	Eric Van Widenfelt
<b>Dell Diamond – United Heritage Center 3400 E Palm Valley Blvd, Round Rock</b>	D	Terry Erickson	R	Sylvia Felan
<b>Fern Bluff MUD Community Center 7320 Wyoming Springs Dr, Round Rock</b>	D	Michael Ota	R	David Dziadziola
<b>Forest Creek Elementary School 3505 Forest Creek Dr, Round Rock</b>	R	Sonia McMasters	D	Heather Snaman
<b>Round Rock High School 300 N Lake Creek Dr, Round Rock</b>	D	Deborah Sams	R	Rhonda Look
<b>Round Rock Presbyterian Church 4010 Sam Bass Rd, Round Rock</b>	R	Darryl Pool	D	Denise Gordon
<b>Round Rock Randalls 2051 Gattis School Rd, Round Rock</b>	R	Tracy Colello	D	Ileana Cardenas
<b>Round Rock Sports Center 2400 Chisholm Trail, Round Rock</b>	R	Rick Pitts	D	Nancy Einhorn
<b>Sleep Inn &amp; Suites 1980 S IH 35, Round Rock</b>	D	Keith Huffstutler	R	Barbara McGary
<b>South University 1220 W Louis Henna Blvd, Round Rock</b>	R	Kristal Johnson	D	Rebecca Harrison
<b>Williamson County Jester Annex 1801 E Old Settlers Blvd, Round Rock</b>	R	Bill Fairbrother	D	Lisa Miller
<b>Wingate by Windham Conference Center 1209 N IH 35, Round Rock</b>	D	Anita Overton	R	Gregory Andrew
<b>Taylor City Hall 400 Porter St, Taylor</b>	D	Kathe Forrest	R	Gayle Collins
<b>Taylor ISD Event Center 3101 N Main St, Taylor</b>	R	Michael Prillaman	D	Christine Rudophi
<b>St John Lutheran Church 409 S Main St, Thrall</b>	R	Jenna Hunt	D	Barbara Yerby
<b>Walburg Community Center 4000 FM 972, Walburg</b>	R	Weldon Mersiovsky	D	Antonio Canas
<b>Community Bible Church of Weir 315 FM 1105, Weir</b>	R	Donna Johnson	D	Tim Kurbatsky

**Commissioners Court - Regular Session**

46.

**Meeting Date:** 07/26/2022

Edward Byrne Memorial Justice Assistance Grant Program for County Sheriff

**Submitted For:** Mike Gleason

**Submitted By:** Starla Hall, Sheriff

**Department:** Sheriff

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider and take any appropriate action authorizing the Williamson County Sheriff's Office to apply for funding through the Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY2022, Local Solicitation.

**Background**

The Sheriff's Office is seeking to apply for approximately \$13,845.00 through the Edward Byrne Memorial JAG Program for the Community Affairs Unit. Funds awarded through this grant will be used to purchase supplies for the Drug Abuse Resistance Education (DARE), Citizens Academy, Public Safety Cadets, and Junior Deputy Academy programs.

The Sheriff's Office was previously awarded funds through the FY2018 and FY2019 Edward Byrne Memorial Justice Assistance Grant (JAG) Program to support the same programs. This grant requires no resolution or match.

Staff recommends the following action: Approve to apply for the Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY2022 Local Solicitation and authorize appropriate County department personnel to complete documentation relevant to the implementation of the grant.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

- Grants Mgmt Request Questionnaire
- Disclosure of Lobbying
- Cert & Assurances
- SF424 Federal Assistance

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Starla Hall

Final Approval Date: 07/20/2022

**Reviewed By**

Becky Pruitt

**Date**

07/20/2022 12:27 PM

Started On: 07/20/2022 10:19 AM

Grant Title/Project Name:	Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY2022, Local Solicitation
Department:	Sheriff's Office
Requestor:	Dana Foster
Contact Email:	dfoster@wilco.org
Contact Phone Number:	512-943-1168
Start Date:	10/1/2022
End Date:	9/30/2023
Please select request category:	Community Affairs Unit
Describe the purpose of the grant in detail to include all requirements.	To provide supplies for the Community Affairs Unit's programs including Drug Abuse Resistance Education (DARE), Citizens Academy (CA), Public Safety Cadets (PSC), and Junior Deputy Academy (JDA).
Select the type of grant your department is applying for:	Federal
What is the amount of the grant?	\$13,845.00
Please provide a breakdown of the total cost above.	The amount requested will provide items for the Community Affairs Unit's programs, including Drug Abuse Resistance Education (DARE), Citizens Academy (CA), Public Safety Cadets (PSC), and Junior Deputy Academy (JDA). Items to be purchased include activity and coloring books, graduation certificates, banners, shirts (for JDA, PSA and CA), balloons, wristbands, caps, reusable water bottles, pushcart, padfolios for students, new Public Safety Cadet uniforms and alterations to existing uniforms, and other items such as general office supplies.
Is there a match requirement?	No
What is the source of the match?	
Does the grant cover the cost of the request 100%?	Yes
If not, how much is left unpaid?	
What is the plan to obtain grants/funds for the	

remaining amount?	
List other similar assets in the County and/or region and if they are available for use?	
How is this asset request different from any similar assets currently in the County and/or region?	
What types of events/purpose would this asset be used for that cannot be accomplished with a current County asset?	
How often do these events occur?	
Identify the number of personnel required to operate this asset and/or be available for the function where it is to be used? How much time is required of those personnel? What is the cost of the personnel?	
Where will the asset be stored?	
What is the useful life of the asset?	
Will a replacement be requested from general funds when useful life has been exhausted?	
Will other agencies be billed for the use of this asset (e.g. vendors paid, employee worked hours and paid, inventory costs etc.)?	
Does this asset require insurance coverage?	
If yes, what is the estimate of asset insurance coverage?	
Will this asset require on-going maintenance? Please describe the maintenance required along with an estimate for these costs.	
How will this asset be funded when the grant ends?	
What is the impact if the grant is not received?	
New Personnel position is:	

Where will this position office?	
Who will this position report to?	
What tasks will this position perform? Include the five primary functions and the percentage of time spent to be spent on each function.	
Will this position take over tasks from current County employee?	
If yes, please explain the impact to current employee.	
How will this position be funded when the grant ends?	
Does this position or a similar position currently exist within the department?	
If "yes" how many of these similar positions exist	
Describe any alternatives considered to achieve desired outcome in lieu of a position (i.e. equipment, software, technology or change in business practice).	
Describe how workload will be accomplished/re-allocated should grant not be approved.	
List other similar items in the County and/or region and if they available for use?	N/A
How is this item request different from any similar assets currently in the County and/or region?	N/A
What types of events/purpose would this item be used for that cannot be accomplished with a current County asset?	Most of the items we are requesting are consumables that need to be replenished each year. Those that will be used multiple times are items that they currently do not have.
Identify the number of personnel required to operate this item and/or be available for the function where it is to be used?	
Please explain how this item will create the need for more or less personnel (or mark n/a for no change)?	N/A

Where will the item be stored?	Community Affairs Unit's offices
What is the useful life of the item?	Most of the items are consumables and will be expended during the grant period. The remaining supplies should last 2-4 years.
Will other agencies be billed for the use of this item (e.g. vendors paid, employee worked hours and paid, inventory costs etc.)?	
Does this item require insurance coverage?	No
Will this item require any form of licensing?	No
Will this item require on-going maintenance? Please describe the maintenance required along with an estimate for these costs?	No
How will this item be funded when the grant ends?	We will seek additional funding through grants. If grant funds are not secured, requests will be made through the normal budget process.
What is the overall budgetary impact? (i.e. revenue generation, expense reduction, etc.)	N/A
Please identify any additional equipment needed/required (now or in the future) should the grant/asset is awarded.	N/A
What is the cost and frequency to maintain/update the additional equipment?	N/A
What is the impact of this grant application on other internal/county departments?	Required reporting and tracking of finances traditionally associated with grants.
If yes, what is the estimate of that license fee?	
If yes, what is the estimate of insurance coverage?	
Will a replacement be requested from general funds when useful life has been exhausted? (OR)	Yes
If yes, how much is the match amount?	
ID	91
Version	1.0

Attachments	False
Created	7/19/2022 3:51 PM
Created By	Dana Foster
Modified	7/19/2022 3:51 PM
Modified By	Dana Foster

# DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

0348-0046

(See reverse for public burden disclosure.)

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. Report Type:</b> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change <b>For Material Change Only:</b> year _____ quarter _____ date of last report _____
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known:  Congressional District, if known:	<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b>   Congressional District, if known:	
<b>6. Federal Department/Agency:</b>	<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable: _____	
<b>8. Federal Action Number, if known:</b>	<b>9. Award Amount, if known:</b> \$ _____	
<b>10. a. Name and Address of Lobbying Registrant</b> <i>(if individual, last name, first name, MI):</i>	<b>b. Individuals Performing Services</b> <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
<b>11.</b> Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
<b>Federal Use Only:</b>		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

**U.S. DEPARTMENT OF JUSTICE  
OFFICE OF JUSTICE PROGRAMS**

**Edward Byrne Justice Assistance Grant Program FY 2022 Local Solicitation**

**Certifications and Assurances by the Chief Executive of the Applicant Government**

On behalf of the applicant unit of local government named below, in support of that locality's application for an award under the FY 2022 Edward Byrne Justice Assistance Grant ("JAG") Program, and further to 34 U.S.C. § 10153(a), I certify to the Office of Justice Programs ("OJP"), U.S. Department of Justice ("USDOJ"), that all of the following are true and correct:

1. I am the chief executive of the applicant unit of local government named below, and I have the authority to make the following representations on my own behalf as chief executive and on behalf of the applicant unit of local government. I understand that these representations will be relied upon as material in any OJP decision to make an award, under the application described above, to the applicant unit of local government.
2. I certify that no federal funds made available by the award (if any) that OJP makes based on the application described above will be used to supplant local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.
3. I assure that the application described above (and any amendment to that application) was submitted for review to the governing body of the unit of local government (*e.g.*, city council or county commission), or to an organization designated by that governing body, not less than 30 days before the date of this certification.
4. I assure that, before the date of this certification— (a) the application described above (and any amendment to that application) was made public; and (b) an opportunity to comment on that application (or amendment) was provided to citizens and to neighborhood or community-based organizations, to the extent applicable law or established procedure made such an opportunity available.
5. I assure that, for each fiscal year of the award (if any) that OJP makes based on the application described above, the applicant unit of local government will maintain and report such data, records, and information (programmatic and financial), as OJP may reasonably require.
6. I have carefully reviewed 34 U.S.C. § 10153(a)(5), and, with respect to the programs to be funded by the award (if any), I hereby make the certification required by section 10153(a)(5), as to each of the items specified therein.

\_\_\_\_\_  
Signature of Chief Executive of the Applicant Unit of  
Local Government

\_\_\_\_\_  
Date of Certification

\_\_\_\_\_  
Printed Name of Chief Executive

\_\_\_\_\_  
Title of Chief Executive

\_\_\_\_\_  
Name of Applicant Unit of Local Government

**Application for Federal Assistance SF-424**

\* 1. Type of Submission:

- Preapplication
- Application
- Changed/Corrected Application

\* 2. Type of Application:

- New
- Continuation
- Revision

\* If Revision, select appropriate letter(s):

\* Other (Specify):

\* 3. Date Received:

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

**State Use Only:**

6. Date Received by State:

7. State Application Identifier:

**8. APPLICANT INFORMATION:**

\* a. Legal Name:

Williamson County

\* b. Employer/Taxpayer Identification Number (EIN/TIN):

746000978

\* c. UEI:

C4BDCBLYNND6

**d. Address:**

\* Street1:

710 S Main St Suite #301

Street2:

\* City:

Georgetown

County/Parish:

\* State:

TX: Texas

Province:

\* Country:

USA: UNITED STATES

\* Zip / Postal Code:

78626-5700

**e. Organizational Unit:**

Department Name:

Sheriff's Office

Division Name:

Community Affairs Unit

**f. Name and contact information of person to be contacted on matters involving this application:**

Prefix:

\* First Name:

Dana

Middle Name:

\* Last Name:

Foster

Suffix:

Title:

Administrative Services Coordinator

Organizational Affiliation:

\* Telephone Number:

512-943-1168

Fax Number:

\* Email:

dfoster@wilco.org

**Application for Federal Assistance SF-424**

**\* 9. Type of Applicant 1: Select Applicant Type:**

B: County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

\* Other (specify):

**\* 10. Name of Federal Agency:**

USDOJ-OJP-BJA

**11. Catalog of Federal Domestic Assistance Number:**

16.735

CFDA Title:

Edward Byrne Memorial Justice Assistance Grant Program

**\* 12. Funding Opportunity Number:**

O-BJA-2022-171368

\* Title:

BJA FY 2022 Edward Byrne Memorial Justice Assistance Grant Program - Local Solicitation

**13. Competition Identification Number:**

Title:

**14. Areas Affected by Project (Cities, Counties, States, etc.):**

Add Attachment

Delete Attachment

View Attachment

**\* 15. Descriptive Title of Applicant's Project:**

Williamson County Sheriff's Office Community Affairs Unit Programs - DARE, Citizens Academy, Junior Deputy Academy, and Public Safety Cadets Programs

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

**Application for Federal Assistance SF-424**

**16. Congressional Districts Of:**

\* a. Applicant

\* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

**17. Proposed Project:**

\* a. Start Date:

\* b. End Date:

**18. Estimated Funding (\$):**

* a. Federal	<input type="text" value="13,845.00"/>
* b. Applicant	<input type="text" value="0.00"/>
* c. State	<input type="text" value="0.00"/>
* d. Local	<input type="text" value="0.00"/>
* e. Other	<input type="text" value="0.00"/>
* f. Program Income	<input type="text" value="0.00"/>
* g. TOTAL	<input type="text" value="13,845.00"/>

**\* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

a. This application was made available to the State under the Executive Order 12372 Process for review on

b. Program is subject to E.O. 12372 but has not been selected by the State for review.

c. Program is not covered by E.O. 12372.

**\* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

Yes  No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

**21. \*By signing this application, I certify (1) to the statements contained in the list of certifications\*\* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances\*\* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

**\*\* I AGREE**

\*\* The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

**Authorized Representative:**

Prefix:  \* First Name:

Middle Name:

\* Last Name:

Suffix:

\* Title:

\* Telephone Number:  Fax Number:

\* Email:

\* Signature of Authorized Representative:

\* Date Signed:

**Commissioners Court - Regular Session**

47.

**Meeting Date:** 07/26/2022

CR 404 Realignment RPS Contract Amendment No. 2

**Submitted By:** Marie Walters, Road Bond

**Department:** Road Bond

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on Contract Amendment No. 2 to the CR 404 Realignment contract between Williamson County and RPS Infrastructure, Inc. relating to the 2019 Road Bond Program. Project: P391  
Fund Source: Road Bonds

**Background**

RPS Contract Amendment No. 2 increases the contract cap by \$360,000.00 from the previously authorized amount of \$640,000.00 to \$1,100,000.00 . The increase will allow for the execution of Supplemental #1 to Work Authorization #2 for requested changes to schematic, environmental documents, drainage report, and PS&E plans. A future Work Authorization #3 for schematic work west of FM 3349 is also being negotiated under this contract compensation cap increase.

**Fiscal Impact**

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

**Attachments**

CR404-RPS-ContractAmendment2

CR404-RPS-WA2Supp1

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Marie Walters

Final Approval Date: 07/21/2022

**Reviewed By**

Becky Pruitt

**Date**

07/21/2022 11:49 AM

Started On: 07/20/2022 08:57 AM

**CONTRACT AMENDMENT NO. 2**  
**TO**  
**WILLIAMSON COUNTY CONTRACT FOR**  
**ENGINEERING SERVICES**

**WILLIAMSON COUNTY ROAD BOND PROJECT:**  
**CR 404 Realignment (“Project”)**

THIS CONTRACT AMENDMENT NO. 2 to Williamson County Contract for Engineering Services is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and RPS Infrastructure, Inc. (the "Engineer") and becomes effective as of the date of the last party's execution below.

WHEREAS, the County and the Engineer executed the Williamson County Contract for Engineering Services dated effective April 20, 2021 (the “Contract”);

WHEREAS, pursuant to Article 14 of the Contract, the terms of the Contract may be modified by a written fully executed Contract Amendment;

WHEREAS, the “Compensation Cap” under Article 5 of the Contract limits the maximum amount payable under the Contract to \$640,000.00; and,

WHEREAS, the Rate Schedule in Exhibit D of the Contract are limited to the rates noted in said Exhibit D; and,

WHEREAS, it has become necessary to amend the Contract.

**AGREEMENT**

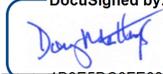
NOW, THEREFORE, premises considered, the County and the Engineer agree that the Contract is amended as follows:

- I. The Compensation Cap under Article 5 of the Contract is hereby increased from \$640,000.00 to \$1,100,000.00.

All other terms of the Contract are unchanged and will remain in full force and effect.

**IN WITNESS WHEREOF**, the County and the Engineer have executed this Contract Amendment, to be effective as of the date of the last party's execution below.

**ENGINEER:**

DocuSigned by:  
By:  \_\_\_\_\_  
Signature

Doug Matthys  
Printed Name

President & CEO  
Title

7/21/2022  
Date

**COUNTY:**

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



**SUPPLEMENTAL WORK AUTHORIZATION NO. 1  
TO  
WORK AUTHORIZATION NO. 2**

**WILLIAMSON COUNTY ROAD BOND PROJECT:  
RFQ T3158-CR 404 REALIGNMENT**

This Supplemental Work Authorization No. 1 to Work Authorization No. 2 is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated April 20, 2021 and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and RPS Infrastructure, Inc. (the "Engineer").

WHEREAS, the County and the Engineer executed Work Authorization No. 2 dated effective July 14, 2021 (the "Work Authorization");

WHEREAS, pursuant to Article 14 of 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 Engineer agree that the Work Authorization shall be amended, changed and modified as follows:

- I. The Services to be Provided by the Engineer that were set out in the original Attachment "B" of the Work Authorization are hereby amended, changed and modified as shown in the attached revised Attachment "B".
- II. The Work Authorization shall become effective as of February 1, 2022, subject to final acceptance and full execution of the parties here to and shall terminate on December 31, 2022. The Services to be Provided by the Engineer shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization. The revised Work Schedule is attached hereto as Attachment "C" (must be attached).
- III. The maximum amount payable for services under the original Work Authorization and previous supplementals is hereby increased from \$504,918.37 to \$797,922.35. The revised Fee Schedule is attached hereto as Attachment "C".

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 Engineer have executed this Supplemental Work Authorization, in duplicate, to be effective as of the date of the last party's execution below.

ENGINEER:

RPS Group

By: Brent L. Christian  
Signature

Brent Christian  
Printed Name

Executive Director  
Title

July 12, 2022  
Date

COUNTY:

Williamson County, Texas

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule



7/18/2022

**ATTACHMENT A**  
**SERVICES TO BE PROVIDED BY THE COUNTY**  
**FOR CR 404 REALIGNMENT SCHEMATIC & PS&E**

In general, Williamson County and its representatives to their best efforts will render services as follows:

1. Name, business address, and phone number of County's project manager.
2. Assistance to the Engineer, as necessary, with obtaining data and information from other local, regional, State and Federal agencies required for this project.
3. Provide available appropriate County data on file including plans and specifications that are deemed pertinent to the completion of the work required by the scope of services (including previous hydraulic studies, models, previous reports and studies, available existing traffic counts, and design year traffic projections).
4. Provide available criteria and full information as to the client's requirements for the project. Provide examples of acceptable format for the required deliverables.
5. Provide information on any meetings/discussions held with adjoining property owners that may impact the project.
6. Provide timely reviews and decisions necessary for the Engineer to maintain the project work schedule. Review recommendations offered by the Engineer, progress of work, and final acceptance of all documents.
7. Submittal of documentation and permits to regulatory agencies for review and comment, when specified.
8. Support project development efforts with stakeholders, coordinate meetings and interface with stakeholders, as needed.
9. Post and maintain project information for public consumption on the County website.
10. Assist with Coordination between the Engineer and the County's other consultants.
11. Negotiate with all utility companies for any agreements and/or relocations required.

12. Provide an agent as necessary to secure proposed ROW and relocate/remove improvements on proposed ROW.
13. Send Right of Entry letters to property owners.
14. Provide preferred pavement structural section for evaluation

**ATTACHMENT B**  
**SERVICES TO BE PROVIDED BY THE ENGINEER FOR**  
**CR 404 REALIGNMENT SCHEMATIC & PS&E**

**PROJECT DESCRIPTION**

Project Limits

New location Roadway from FM 3349 to CR 404.

Proposed Facility

Construct the interim roadway, a new 4 lane arterial roadway with shoulders and also determine the ROW for the ultimate roadway being modified from typical 180-foot width to 350-foot width.

Design Criteria

The proposed design criteria for the project will be developed from Williamson County and TxDOT design criteria. It is anticipated that in most cases the most stringent of the design criteria will be used.

1. PROJECT MANAGEMENT

a. Communication:

- Designate one Licensed Professional Engineer (Texas) to be responsible for the project management, and all communications with the County and its representatives.

b. Monthly Progress Report, Invoices, and Billings (12 additional months assumed):

- Submit monthly progress status reports to the GEC. Progress reports will include deliverable table, tasks completed, tasks/objectives that are planned for the upcoming periods, lists or descriptions of items or decisions needed from the County and its representatives. Subconsultant progress will be incorporated into the monthly progress report. A copy of the monthly progress report will be uploaded to ProjectWise.
- Prepare correspondence, invoices, and progress reports on a monthly basis in accordance with current County requirements.

c. Quality Assurance and Quality Control (QA/QC) Plan:

- Prepare a project specific QA/QC plan and submit to the County within thirty (30) days of notice to proceed.
- For each deliverable submittal, provide evidence of their internal review and mark-up of that deliverable as preparation for submittal and in accordance with submitted project specific QA/QC plan.
- Provide continuous QA/QC throughout the duration of the scheduled services included herein to appraise both technical and business performance and provide direction for project activities. This includes QA/QC of all calculations, design spreadsheets, design inputs, data, sheets, estimates, and quantities throughout the project lifespan and each milestone submittal.

d. Project Coordination & Administration:

- Prepare for and attend bi-weekly update meetings with the County's GEC. (26 additional meetings assumed)
- Prepare and maintain routine project record keeping including records of meetings and minutes.

- Correspondence and coordination will be handled through & with the concurrence of the GEC.
  - Manage Project activities (including documenting emails, phone and conference calls, maintain project files for the length of the project, meeting agendas, meeting minutes, and schedule meetings), direct Engineer's team/staff, coordinate and review sub-consultant work, correspond with the County and its representatives, and assist the County and its representatives in preparing responses to Project-related inquiries.
- e. Progress/Coordination Meetings (**12** additional external meetings assumed):
- Attend coordination/progress meeting with the County and its representatives and stakeholders, as necessary to communicate development of the project and design issues.
  - Prepare agenda and sign-in sheets for external coordination/progress meetings.
  - Prepare meeting minutes for review via email within three (3) business days of the external coordination/progress meeting.
  - Conduct internal coordination meetings as required to advance the development of the project.
- f. Project Schedule:
- Maintain a project schedule for the extended time period indicating tasks, subtasks, critical dates, milestones, and deliverables. Submit to County as requested.
- g. **Deliverables:**
- Monthly Invoices and Progress Reports including Deliverable Table
  - Project Specific QA/QC Plan
  - Meeting Minutes, Sign-In Sheets, and Agendas
  - Project Schedule and Updates
  - Project Files
  - QA/QC Documentation with Deliverable

## 2. ROUTE AND DESIGN STUDIES

### a. Data Collection:

- Perform record research and obtaining existing information, including but not limited to: as-built plans, construction plans, right of way maps, traffic data, environmental reports, studies, future land use maps, floodplain data, floodplain and drainage models and analyses. Obtain construction plans for projects within the project limits and abutting roadways. Obtain drainage studies, reports, and mapping for the project area, including reports for developments affecting the drainage area for the additional areas of new ROW.
- Review aerial photography and contours provided by Williamson County. County provided aerial photography and contours will be the basis for developing all constraints maps and route options. Obtain the existing schematic from the GEC.
- Right of Entry (**2 additional** letters assumed):
- Update list of parcels requiring ROE and priority parcels for the project team including surveying, , environmental and drainage to account for modified or new parcel acquisitions.
- Develop technical content for ROE request letter to be distributed to adjacent landowners

- Conduct a field investigation of the new preferred route option and the surrounding area to determine field conditions including photographic record of notable existing features.
  - Update adjacent property ownership information spreadsheet to be used for disseminating project information including owner's name, tenant name for leased property, mailing address, property address, property id number.
  - Review the data collected and organize the information.
- b. Stakeholder Coordination (2 additional meetings assumed):
- Schedule, coordinate logistics for and prepare agendas, sign in sheets, meeting minutes, discussion topics, presentations, overall exhibits, and maps of the project limits for stakeholder coordination.
  - Coordinate with affected local agencies and County's consultants. Includes preparing/reviewing presentations and other communications materials for elected official briefings.
  - Attend meeting with stakeholders (2 meetings assumed).
- c. Design Criteria:
- In accordance with the latest version of Williamson County design criteria, prepare a Design Summary Form and highlight any recommend changes to the approved design criteria.
- d. Deliverables:
- Meeting Minutes, Sign-In Sheets, Agendas, Presentations, Maps, and Exhibits for all Stakeholder Coordination Meetings.
  - Draft and Final Design Summary Form (pdf and hardcopies)

### 3. SURVEYING

- a. Design Surveying:
- Survey the area at approximately **50-foot** stations **100-foot** on either side of the 350-foot proposed roadway right of way including identify existing landowners, deed recordation information, locate visible improvements and utilities including driveways, water wells, storage tanks, drainage structures (size, material, flowline elevations), edge of pavement/shoulder, physical centerline, guardrail, fences, signs, mailboxes, trees 8" inch diameter and greater, locate property boundaries sufficient to re-establish ROW.
  - Establish horizontal and vertical control and set temporary benchmarks. (4 temporary Benchmarks to be set)
- b. ROW Mapping
- Records Research and Deed Study will conduct research in the Williamson County Appraisal District offices to confirm property ownership for the 4 affected properties (subject properties). Concurrently, copies of the current deeds and any plats for all subject properties will be obtained from the County Clerks' records. Title Commitments, Title Reports, and any other form of records research beyond obtaining current deeds and plats will be provided by others. Obtaining any additional records (including easements, chain of title, or any encumbrances) is outside of this scope of services.
  - Field Surveys will recover monuments marking the existing ROW lines (if any) and the front corners of the properties from which ROW is to be obtained and will tie to the project control.

RPS will recover the corner or angle point monuments nearest to the proposed ROW on the sideline of each of the subject properties and these corners will be tied to the project control after ROE has been granted.

- Boundary Analysis will analyze the results of the survey and perform computations related to the analysis. Location of the existing ROW lines and the side property lines of each of the subject properties will be determined
- Documents will be submitted in two rounds (preliminary and final). Preliminary ROW documents shall be submitted based upon found monumentation within the existing ROW. Final ROW documents shall be submitted at a later date once review comments have been received from the County.
- 5/8-inch iron rod with “Williamson County” aluminum caps will be set at PCs, PTs, angle points and at no greater than 1,000 foot intervals along tangents on the proposed right-of-way line (up to 15 total).
- Stake the proposed ROW and proposed centerline for the updated CR 404 realignment one (1) time for the 4 affected properties.

c. **Deliverables:**

- 2D Planimetrics & 3D DTM (Microstation V8i)
- GPK & TIN file
- 1-Foot Contour map in Microstation V8i DGN format
- Reference Deeds and Plats (PDF Format)
- One (1) copy of each Parcel Description/Plat on 8.5”x11” paper (signed/sealed by a Texas RPLS)
- Digital files (Microstation V8i) of all Parcel Plats
- PDF Field Book Copies
- ASCII file of points

4. **SCHEMATIC DEVELOPMENT**

a. Schematic:

- Develop Ultimate Typical Sections for 350’ PROP ROW.
- Revise Final (Ultimate) Schematic submittal with new alignment and PROP ROW between CR 3349 (western limits) and CR 404 (eastern limits) per Williamson County Schematic submittal checklist and selected design criteria.
- Design will be completed using County data and readily available internet data (contours, aerials, etc.)
- Develop preliminary plan and profile to determine Ultimate ROW needed.
- Develop corridor 3D model using OpenRoads for the ultimate typical section to determine ROW footprint. This is to include ROW needed for direct connectors at the FM 3349 interchange. Develop Roadway Cross Sections at 100-ft increments and display on a roll plot.
- Develop schematic level drainage analysis to determine ROW footprint.
- Develop Control of Access for Ultimate Schematic

b. Prepare Engineering Cost Estimate

- Revise Final Engineering Costs Estimate for the construction quantities covering all items of the proposed work for the revised ultimate section from FM 3349 to CR 404.

**Deliverables:**

- Proposed ROW basemap for the ultimate typical section.
- Revised Final Schematic including cost estimate for ultimate section from FM 3349 to CR 404.

5. DRAINAGE STUDY (Revising 3 total cross drainage structures

- a. Revise Hydrologic Study & Modeling to include interim and ultimate roadway design from FM 3349 to CR 404:

Detail the criteria, methodologies, results and recommendations of the revised analysis.

- Collect, prepare and modify existing hydrologic & hydraulic models to reflect the existing, & proposed conditions. Compare and document the study results with existing studies or models from WCIDs, USACE, TWDB, cities, etc., if available.
- Provide existing and proposed condition drainage area maps.

- b. Revise Hydraulic Study & Modeling for interim and ultimate roadway design from FM 3349 to CR 404:

- Provide revised hydraulic models and/or calculations for the proposed structures and existing structures to remain.
- Document existing conditions including size, length, flowline elevations, scour, flooding, erosion or other notable conditions. Document source of hydraulic/channel cross sections.
- Prepare design of the right of way drainage system, including cross drainage structures, using appropriate software (HEC-RAS, HY-8, SWMM, Bentley or other approved hydraulic modeling software). Culverts will be sized hydraulically, all other design of ROW drainage including roadside ditches will be included in the PS&E (Section 9) Section.
- Compare and document the study results with existing studies or models from WCIDs, USACE, TWDB, cities, etc., if available.
- Minimum pavement elevations based on design event WSEL for cross drainage flood elevations.
- Determine the need for ROW or easements for the project. Coordinate with the County's GEC as needed to ensure that ROW, easements and the space required for the appropriate maintenance equipment, activities and personnel is provided.
- Provide electronic files for all data collected and any developed Hydrologic & Hydraulic models. Provide CAD and/or GIS files used in the study.

- c. Revise the Impact and Mitigation Analysis for interim and ultimate roadway design from FM 3349 to CR 404:

- Provide documentation of all adverse impacts resulting from the proposed facility in proposed condition. Provide a comparison of existing vs proposed at each outfall from the project area.
- Coordinate with the County's GEC as needed to ensure that proposed mitigation and/or detention facilities are in an acceptable location and have acceptable maintenance access and safety features. Provide landscaping setbacks, if requested. Criteria for this determination will be based, in part, on drainage information provided by the Engineer and on the existing and proposed design for the project area.

- Provide plans to mitigate adverse impacts to nearby buildings, property access points, and runoff patterns.
- If detention is required, provide routing analysis of storm hydrographs for the proposed condition. Design stormwater control structures, detention basin layouts and details and provide a detailed maintenance plan.
- Calculate the volume of fill to be placed in the 100-year floodplain and recommend locations for compensatory storage.

d. **Deliverables:**

- Revise the Preliminary & Final Drainage Report (Ultimate and Interim Design)
- Provide electronic files for all data collected and any developed Hydrologic & Hydraulic models. Provide CAD and/or GIS files used in the study.

6. **ENVIRONMENTAL SERVICES**

a. Revise Data Collection & Field Reconnaissance:

- Obtain and update periodically publicly available information including but not limited to: locations of public buildings (schools, churches, cemeteries, parks), aerial photography, National Wetland Inventory Maps, County Soil Survey Maps, Vegetation Information, Environmental Information from the appropriate local, state, or federal agencies,.
- Conduct a regulatory records review to identify listed hazardous waste generators, treatment, storage and disposal facilities; solid waste landfills, unauthorized sites; documented spills; oil and gas exploration and production sites; and underground storage tank sites within the proposed site location for the new limits of ROW. The review will also identify other environmental risks along the project corridor.
- Conduct field reconnaissance to visually inspect the project site for additional risks and field verify any environmental risks identified by the regulatory records review for the new limits of ROW.

b. Revise Constraints Mapping

- Update the constraints map that includes environmental resources, known constraints (structures, floodplain, karst features), cultural and historic resources, hazardous material sites, aerial photography, contour information, utility information, that is based on research of public databases and sources to include the new limits of ROW.

c. Revise County Due Diligence:

- The Environmental Services will include studies and documentation required, per the Williamson County Environmental Protocol, for the various regulating authorities, including the Texas Historical Commission (THC), U.S. Army Corp of Engineers (USACE), U.S. Fish and Wildlife Service (USFWS), and Williamson County Conservation Foundation (WCCF). The intention of the Environmental Services is to attain necessary clearance letters and approvals in order to proceed with the proposed project.

d. Revise Section 404 Clean Water Act Compliance:

- Conduct a site visit that will delineate any new wetland boundaries and ordinary high-water marks of jurisdictional waters within the new limits of project ROW. It is anticipated that this project will be covered under a Nationwide Permit (NWP 14) without a pre-construction notification (PCN).
  - Update the Jurisdictional Waters Delineation Report identifying specific impacts of the project on the Waters of the U.S. (including special aquatic sites), measures to minimize the impacts will be identified, and discuss applicable Section 404 options in accordance with current permits and conditions based on data collection and field reconnaissance.
  - *If it is determined, after the Jurisdictional Waters Delineation Report, that a PCN is required; a supplemental work authorization would be required. The Jurisdictional Waters Delineation Report and NWP with PCN are subject to the U.S. Army Corps of Engineers Forth Worth District review and issuance of a permit.*
- e. Revise Historical Site Compliance:
- If necessary, update the historic building survey that will follow the Secretary of the Interior's Standards and guidelines for Archeology and Historic Preservation and document historic buildings and structures within the Area of Potential Effect based on data collection and field reconnaissance.
- f. Revise Phase I Environmental Site Assessment:
- Revise the previously completed Phase I Environmental Site Assessment based on the new limits of ROW for the proposed project.
- g. Revise Texas Antiquities Code (TAC) Compliance:
- Update the Project Initiation Letter, Texas Antiquities Permit Application, and Associated Scope of Work based on data collection and field reconnaissance for the new limits of ROW.
  - Conduct a background survey and report of sufficient intensity to determine the nature, extent, and potential significance of any cultural resources located within the Area of Potential Effect in accordance with full report guidelines as outlined by the Texas Historical Commissions Rules of Practice and Procedures.
  - Coordination with Texas Historical Commission including submittals to Texas Historical Commission and project records to the appropriate curation facility per Texas Historical Commission requirements.
- h. Revise TxDOT Categorical Exclusion (CE) Environmental Clearances:
- Update environmental documentation utilizing the appropriate outline in accordance with Title 23, Part 771, 772, FHWA's Technical Advisory T6640.8A, TxDOT's 1996 Noise Guidelines, and TxDOT 2021 Air Guidelines. Information needed for the TxDOT clearance is anticipated to be required only for the work in TxDOT ROW.
  - Per TxDOT's Environmental Compliance Oversight System (ECOS), it is assumed a Work Plan Development (WPD) process would determine the appropriate technical documentation in support of and in compliance with the National Environmental Policy Act (NEPA).
  - All TxDOT environmental documentation would be performed in accordance with up-to-date Environmental Compliance Toolkits.

**Deliverables:**

Williamson County Due Diligence

- Draft and Final Environmental Constraints Map (Revised)
- Draft & Final Phase I Environmental Site Assessment (Revised)
- Draft & Final Aquatic Resources Delineation Report (Revised)
- Draft & Final Historic Building Survey (Revised)
- Draft & Final Texas Antiquities Permit Application Associated Scope of Work and Report (Revised)

TxDOT Environmental Documentation

- Draft & Final TxDOT WPD I and II
- Species Analysis Form
- Species Analysis Spreadsheet
- Surface Water Analysis Form

7. GEOTECHNICAL SERVICES

8. PLAN PREPARATION (PS&E) SERVICES

Prepare revised plans per the current Williamson County Design Criteria Manual including applicable submittal requirements including cost estimate, checklists, hardcopies, CAD files, comment responses, design waivers/exceptions, general notes, quantities, specifications, updated design schedule, construction time determination. The engineer will develop and submit these revised Plans, Specifications & Estimates (PS&E) at 100% and Final Design for the interim arterial typical section within the revised ultimate ROW.

a. Roadway/General (Revised):

- Title Sheet
  - Revise the project title sheet as required for the construction plans, utilizing the template provided by the County.
- Index of Sheets
  - Revise the index sheet(s) that shows each sheets location in the plan set.
- Project Layout
  - Revise the project layout sheet(s) that clearly indicates the limits of the entire project.
- Typical Sections
  - Revise typical section(s) for all proposed and existing roadways and cross streets.
- Survey data
  - Revise benchmark layout sheet(s) that clearly indicate the benchmark locations and associated control information.
- Horizontal Alignment Data
  - Revise horizontal alignment data sheet(s) that depict the horizontal geometric information for the roadways to be included in the construction plan set.
- Summary Sheets
  - Revise summary sheet(s) that tabulate, combine, and summarize quantities of the various construction items.

- Roadway Plan & Profiles
    - Revise roadway plan and profile sheets that depict the proposed construction and clearly identify any required removals.
  - Side Street/Intersection Plans
    - Side Street/Intersections layouts sheets will be prepared for up to **three (3)** locations.
    - Provide contours or details of drainage patterns for street intersections including slope or elevations along edge of pavement to avoid ponding at intersections. Where applicable, provide details of volume of flow and velocity through intersections.
  - Driveways
    - Revise driveway profiles/culverts for each driveway along the project corridor. When possible, these driveways will be defined in a tabular format. Non-typical driveways may require special details.
    - Where applicable, provide details of volume of flow and velocity across driveway intersections.
  - Cross Sections
    - Revise the 3D corridor model using OpenRoads for the interim typical section and cross sections at 50-foot stations and other locations as necessary for the determination of cut and fill quantities. These sections will also be used to further refine the design vertical geometry.
- b. Traffic Control (Revised):
- Traffic Control Plans (TCP)
    - Revise traffic control typical section(s) and phasing layouts showing the new roadway footprint within the revised ROW limits for each stage of the construction sequence to clearly delineate the position of the existing traffic with respect to the proposed construction.
    - Revise the Engineer's opinion of construction schedule in order to determine an approximate duration for each of the phases of construction.
- c. Drainage (Revised):
- Revise Drainage Area Maps
    - Develop existing and proposed external drainage area maps to show the overall project and drainage basin divides.
  - Revise Culvert Layout Sheets
    - Develop culvert layout sheets at all the major crossing locations, up to **five (5)** locations.
  - Revise Hydraulic Data Sheets
    - Develop a hydraulic data sheet at all the major crossing locations using HY-8 or HEC-RAS software.
  - Revise Culvert Standards and Detail Sheets
    - Select culvert standards based on headwall configuration and fill conditions. Develop details as needed for non-standard headwalls, special grading at upstream and downstream transitions and energy dissipation.

- Roadside Ditch Design
  - Prepare revised interior drainage area maps that depict drainage area boundaries and flow direction arrows. Each area will be identified and cross-referenced to the calculation sheets.
  - Calculate revised run-off to each hydraulic crossing or driveway culvert(s) and ditch hydraulic information in accordance with Williamson County Design Criteria Manual and shown on the run-off and ditch computation sheets.
  - Prepare a revised tabular ditch layout schedule that depicts pertinent information about the roadside ditch geometry and design. This table will include station, offset, flow line elevation, velocity, ditch lining material, as well as ditch bottom width. The tables will be shown on the hydraulic data sheets.
  - Provide revised drainage design details for “non-standard” drainage structures in instances where they are not covered by County or TxDOT standard details. Use County or TxDOT standards details where practical.
  - Identify revised areas of the culvert construction that will require trench protection or special shoring.
  
- d. Signing and Pavement Markings Layouts:
  - Prepare revised signing and pavement marking layouts.
  - Prepare revised pavement marking details for non-standard conditions.
  - Prepare revised detail sheets for small signs for non-standard signs.
  
- e. Stormwater Pollution Prevention Plan (SW3P):
  - Develop revised SW3P narrative in conformance with the TCP to minimize potential impacts to receiving waterways and prepare the TxDOT SW3P information sheet.
  - Prepare revised Temporary Erosion Control Layouts to minimize potential impact to receiving waterways
  - Include revised County and TxDOT standard details in the PS&E package as appropriate.
  
- f. Engineer’s Cost Estimate:
  - Develop a revised engineers estimate construction cost estimate based on tabulated summary of quantities and current average low bid unit prices for each design submittal (60%, 90%, 100% & Final PS&E).
  
- g. Project Manual:
  - Revise the project bid manual including latest edition of Williamson County bid information, bid form, contract requirements, plans and specifications for the 100% and Final design submittals.
  
- h. Work Product Submittal Preparation (100% & Final):
  - Prepare each work product submittal including updating the index of sheets and subsequent sheet numbering, combining plan sheets for each construction plan submittal, updating specification lists, development and update of special specifications or required County or TxDOT forms, and submittal of the entire work product package to the County.

- All contract documents, including a pdf copy of each deliverable, native electronic files, models and calculations will be uploaded to the County’s project management database at each milestone and at the completion of the project. One hard copy of each deliverable will be provided unless additional copies are required per the submittal checklist.

i. **Deliverables:**

- 100% & Final PS&E Submittals including applicable Williamson County Submittal Checklists.
- Drainage Models

9. **BIDDING PHASE SERVICES**

a. Bidding Phase Services:

- Prepare all applicable construction documents for bidding. Attend the pre-bid meeting. Respond to bidder’s questions during the bid period. Prepare project addenda up to two (2) during bid period. Analyze contractor bids, prepare bid tabulation, and make recommendation for award to the apparent low bidder via a letter. Attend the pre-construction conference.

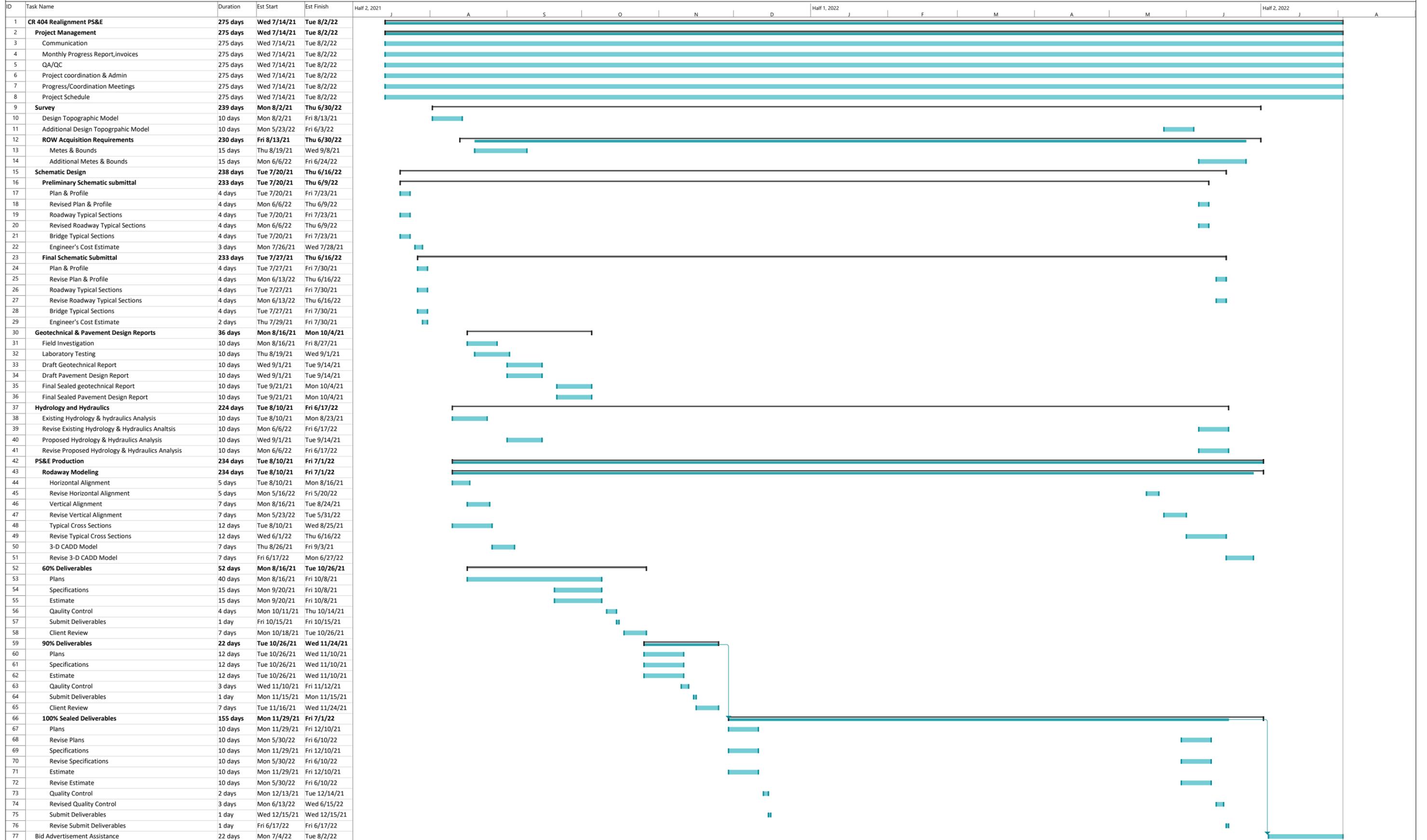
b. **Deliverables:**

- Letter of Recommendation for Award, with Bid Tabulation.

10. **EXCLUSIONS:**

a. The following items are not included in this work authorization:

- TRAFFIC DATA COLLECION OR TRAFFIC ANALYSIS.
- ROW ACQUISITION
- PUBLIC INVOLVEMENT (AREADY COVERED IN CR404 CORRIDOR STUDY WA#1)
- DETENTION & WATER QUALITY PLANS
- DRAFT & FINAL RHCP APPLICATION
- DRAFT & FINAL THREATENED AND ENDANGERED SPECIES HABITAT ASSESSMENT REPORT
- DRAFT & FINAL TXDOT SPECIES ANALYSIS FORM AND SPREADSHEET
- FEMA COORDINATION CLOMR OR LOMR.
- NATIONWIDE PERMIT (NWP) 14 WITH A PRE-CONSTRUCTION NOTIFICATION (PCN).
- PAVEMENT DESIGN REPORT
- CONSTRUCTION PHASE SERVICES.
- UTILITY COORDINATION OR RELOCATION ESTIMATES.



**ATTACHMENT D**

**FEE SCHEDULE**

**PROJECT NAME: CR 404 Realignment SWA#1 to WA#2**

**PRIME PROVIDER NAME: RPS Infrastructure, Inc.**

**Date: 7/12/2022**

<b>ALIGNMENT STUDY</b>																	
TASK DESCRIPTION	Principal	Team Leader	Senior Project Manager	Senior Project Engineer	Associate Engineer	ENV Dept Manger	SR ENV Planner	Principal Consultant	ENV Scientist	Consultant III	ENV Planner I	Senior Designer	Designer/CADD Technician	Proj. Andministrator	TOTAL LABOR HRS. & COSTS	NO OF DWGS	LABOR HRS PER SHEET
<b>1. Project Management</b>																	
Progress Status Reports, Invoices, & Billings		4	12											6	22	NA	
QA/QC		4	8	24											36	NA	
Progress / Coordination Meetings																	
External Meetings (12)		8	18											6	32		
Weekly internal Meeting (Virtual) (26)		8	13												21		
Project Schedule & Updates		4	16												20	NA	
HOURS SUB-TOTALS	0	28	67	24	0	0	0	0	0	0	0	0	0	12	131	0	
LABOR RATE PER HOUR	\$300.00	\$280.00	\$255.00	\$195.00	\$125.00	\$288.00	\$270.00	\$205.00	\$155.00	\$145.00	\$110.00	\$170.00	\$100.00	\$90.00			
<b>SUBTOTAL</b>	\$0.00	\$7,840.00	\$17,085.00	\$4,680.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,080.00	\$30,685.00		
<b>2. Route And Design Studies</b>																	
Data Collection				2	6							12			20	N/A	
StakeHolder Coordination (2 Meetings)		2	6												8	N/A	
HOURS SUB-TOTALS	0	2	6	2	6	0	0	0	0	0	0	12	0	0	28	0	
LABOR RATE PER HOUR	\$300.00	\$280.00	\$255.00	\$195.00	\$125.00	\$288.00	\$270.00	\$205.00	\$155.00	\$145.00	\$110.00	\$170.00	\$100.00	\$90.00			
<b>SUBTOTAL</b>	\$0.00	\$560.00	\$1,530.00	\$390.00	\$750.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,040.00	\$0.00	\$0.00	\$5,270.00		
<b>3. Surveying</b>																	
Design Survey Review & Coordination			4	4	12										20	N/A	
ROW Mapping Review & Coordination			4	4	12										20		
HOURS SUB-TOTALS	0	0	8	8	24	0	0	0	0	0	0	0	0	0	40		
LABOR RATE PER HOUR	\$300.00	\$280.00	\$255.00	\$195.00	\$125.00	\$288.00	\$270.00	\$205.00	\$155.00	\$145.00	\$110.00	\$170.00	\$100.00	\$90.00			
<b>SUBTOTAL</b>	\$0.00	\$0.00	\$2,040.00	\$1,560.00	\$3,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6,600.00		
<b>4. Schematic Development</b>																	
Final Schematic															0		
Plan			4	16	24							24			68		
Profile			4	16	16							16			52		
Control of Access			4	12	12							12					
Typical Section															0		
Roadway			2	8	8							8			26		
3D Corridor Model & Cross Section Roll Plot (100-foot)			4	8								40	32		84		
HOURS SUB-TOTALS	0	0	18	60	60	0	0	0	0	0	0	100	32	0	270		
LABOR RATE PER HOUR	\$300.00	\$280.00	\$255.00	\$195.00	\$125.00	\$288.00	\$270.00	\$205.00	\$155.00	\$145.00	\$110.00	\$170.00	\$100.00	\$90.00			
<b>SUBTOTAL</b>	\$0.00	\$0.00	\$4,590.00	\$11,700.00	\$7,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$17,000.00	\$3,200.00	\$0.00	\$43,990.00		

**ATTACHMENT D**

**FEE SCHEDULE**

**PROJECT NAME: CR 404 Realignment SWA#1 to WA#2**

**PRIME PROVIDER NAME: RPS Infrastructure, Inc.**

**Date: 7/12/2022**

TASK DESCRIPTION	Principal	Team Leader	Senior Project Manager	Senior Project Engineer	Associate Engineer	ENV Dept Manger	SR ENV Planner	Principal Consultant	ENV Scientist	Consultant III	ENV Planner I	Senior Designer	Designer/CADD Technician	Proj. Andministrator	TOTAL LABOR HRS. & COSTS	NO OF DWGS	LABOR HRS PER SHEET
<b>5. Drainage Study</b>																	
Hydrologic Study and Modeling		1	2												3	N/A	
Collect, prepare, Modify Exsting H&H models				2	16										18	N/A	
Existing Conditions				2	24										26	N/A	
Proposed Conditions				2	24										26	N/A	
Hydraulic Study and Modeling		2													2	N/A	
Model Proposed and Existing Structures			2	4	24										30	N/A	
Design ROW Drainage System				8	24										32	N/A	
Impact Mitigation Analysis		1	2												3	N/A	
Document Prosed Facility's adverse impacts				4	8										12	N/A	
Develop Mitigation Plan				4	12										16	N/A	
County Coordination		1	2												3	N/A	
Detention requirement determination			2	8	32										42	N/A	
100 Yr Flood Plain Impact				4	12										16	N/A	
Drainage Report																N/A	
Priliminary		1	2	4	12									3	22	N/A	
Final		1	2	4	12									2	21	N/A	
<b>HOURS SUB-TOTALS</b>	0	7	14	46	200	0	0	0	0	0	0	0	0	5	272	N/A	
<b>LABOR RATE PER HOUR</b>	\$300.00	\$280.00	\$255.00	\$195.00	\$125.00	\$288.00	\$270.00	\$205.00	\$155.00	\$145.00	\$110.00	\$170.00	\$100.00	\$90.00			
<b>SUBTOTAL PROJECT MANAGEMENT</b>	\$0.00	\$1,960.00	\$3,570.00	\$8,970.00	\$25,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$450.00	\$39,950.00		
<b>6. Environmental Services</b>																	
Data Collection Field Reconnaissance											1				1	N/A	
Constraints Map											2				2	N/A	
County Due Dilligence						1			2						3	N/A	
Section 404 Compliance						4	16		32		4				56	N/A	
Historical Site Compliance						1									1	N/A	
Phase 1 ESA															0	N/A	
TX Antiquities Compliance3						1									1	N/A	
TxDOT CE Clearance						4			32						36	N/A	
<b>HOURS SUB-TOTALS</b>	0	0	0	0	0	11	16	0	66	0	7	0	0	0	100		
<b>LABOR RATE PER HOUR</b>	\$300.00	\$280.00	\$255.00	\$195.00	\$125.00	\$288.00	\$270.00	\$205.00	\$155.00	\$145.00	\$110.00	\$170.00	\$100.00	\$90.00			
<b>SUBTOTAL</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,168.00	\$4,320.00	\$0.00	\$10,230.00	\$0.00	\$770.00	\$0.00	\$0.00	\$0.00	\$18,488.00		

**ATTACHMENT D**

**FEE SCHEDULE**

**PROJECT NAME: CR 404 Realignment SWA#1 to WA#2**

**PRIME PROVIDER NAME: RPS Infrastrucure, Inc.**

**Date: 7/12/2022**

TASK DESCRIPTION	Principal	Team Leader	Senior Project Manager	Senior Project Engineer	Associate Engineer	ENV Dept Manger	SR ENV Planner	Principal Consultant	ENV Scientist	Consultant III	ENV Planner I	Senior Designer	Designer/CADD Technician	Proj. Andministrator	TOTAL LABOR HRS. & COSTS	NO OF DWGS	LABOR HRS PER SHEET
<b>8. Plan Preparation (PS&amp;E) Services</b>																	
<b>Roadway/General</b>																	
Title (1 Sht)			1	1								2	2		6	1	6
Index (1 Sht)			1	1								2	2		6	1	6
Project Layout (1 Sht)			1	1								2	2		6	1	6
Typical Sections (2 Shts)			2	2								5	8		17	2	9
General Notes (1 Sht)			2	2								4	2		10	1	10
Survey Data (1 Sht)				1								4	4		9	1	9
Horizontal Alignment Data (1 Sht)			1	2	2							2	6		13	1	13
Quantity Summary (2 Shts)			2	2	4							4	6		18	2	9
Roadway P&P (10 Shts)			2	8	8							20	20		58	10	6
Side Street/Intersections (3 Shts)			2	4	5							12	8		31	3	10
Driveways (2 Shts)			1	2	3							8	6		20	2	10
Miscellaneous ( 2 Shts)			2	3	4							8	6		23	2	12
3d Corridor Model & Cross Sections (25 Shts)			2	4								30	12		48	25	2
<b>Traffic Control Plans</b>																	
Typical Sections (2 Shts)			2	3	4								8		17	2	9
Narrative (1 Sht)			1	3								2	2		8	1	8
DetailedTCP (4 Shts)			2	2	5							16	16		41	4	10
Standards (16 Shts)				2	4										6	16	0
Special Details (2 Shts)			1	2	2							4			9	20	0
Const. Schedule (1 Sht)			2	4											6	1	6
<b>Drainage</b>																	
Drainage Maps ( 2 Shts)			2	4								12	4		22	2	11
Culvert Layouts ( 5 Shts)			4	5	6								16		31	5	6
Hydraulic Data ( 5 Shts)			2	4	6							16	24		52	5	10
Roadside Ditches (4 Shts)			2	4	6							16	24		52	4	13
<b>Signing and Pavement Markings</b>																	
Plan (10 Shts)			2	8	8							16	16		50	10	5
Special Sign Details (1 Sht)			2	2	3								5		12	1	12
<b>Storm Water Pollution Plans</b>																	
SW3P Narrative/Information Sheet (1 Sht)			2	6	5							2	4		19	1	19
EC Layout (10 Shts)			2	4	8							8	16		38	10	4
<b>Engineers Cost Estimate</b>																	
Project Manual			2	4	8							8			22	NA	
100% Submittal Preparation		2	4	6								3	4	2	21	NA	
Final Sealed Submittal Prparation		2	4	5								3	4	2	20	NA	
HOURS SUB-TOTALS	0	4	55	109	91	0	0	0	0	0	0	225	233	4	721	134	5
LABOR RATE PER HOUR	\$300.00	\$280.00	\$255.00	\$195.00	\$125.00	\$288.00	\$270.00	\$205.00	\$155.00	\$145.00	\$110.00	\$170.00	\$100.00	\$90.00			
<b>SUBTOTAL</b>	\$0.00	\$1,120.00	\$14,025.00	\$21,255.00	\$11,375.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$38,250.00	\$23,300.00	\$360.00	\$109,685.00		

DESCRIPTION	Principal	Team Leader	Senior Project Manager	Senior Project Engineer	Associate Engineer	ENV Dept Manger	SR ENV Planner	Principal Consultant	ENV Scientist	Consultant III	ENV Planner I	Senior Designer	Designer/CADD Technician	Proj. Andministrator	TOTAL COSTS TASK	NO OF DWGS	LABOR HRS PER SHEET
<b>9. Bid Advertisement Serivecs</b>																	
Attend Pre-Bid Meeting		2	2												4	NA	
Response to Bidders' Questions			2	4											6	NA	
Prepare Project Addemda (2 Assumed)			2												2	NA	
Anylize Bid Packages			2	4											6	NA	
Letter of recommendation to award with Bid Tabulation			1	1											2	NA	
HOURS SUB-TOTALS	0	2	9	9	0	0	0	0	0	0	0	0	0	0	20	NA	
LABOR RATE PER HOUR	\$300.00	\$280.00	\$255.00	\$195.00	\$125.00	\$288.00	\$270.00	\$205.00	\$155.00	\$145.00	\$110.00	\$170.00	\$100.00	\$90.00			
<b>SUBTOTAL</b>	\$0.00	\$560.00	\$2,295.00	\$1,755.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,610.00		

**ATTACHMENT D**

**FEE SCHEDULE**

**PROJECT NAME: CR 404 Realignment SWA#1 to WA#2**

**PRIME PROVIDER NAME: RPS Infrastrucure, Inc.**

**Date: 7/12/2022**

DESCRIPTION	Principal	Team Leader	Senior Project Manager	Senior Project Engineer	Associate Engineer	ENV Dept Manger	SR ENV Planner	Principal Consultant	ENV Scientist	Consultant III	ENV Planner I	Senior Designer	Designer/CADD Technician	Proj. Andministrator	TOTAL COSTS TASK	NO OF DWGS
<b>SUMMARY</b>																
1. Project Management	0	28	67	24	0	0	0	0	0	0	0	0	0	12	\$30,685.00	N/A
2. Route And Design Studies	0	2	6	2	6	0	0	0	0	0	0	12	0	0	\$5,270.00	N/A
3. Surveying	0	0	8	8	24	0	0	0	0	0	0	0	0	0	\$6,600.00	N/A
4. Schematic Development	0	0	18	60	60	0	0	0	0	0	0	100	32	0	\$43,990.00	N/A
5. Drainage Study	0	7	14	46	200	0	0	0	0	0	0	0	0	5	\$39,950.00	N/A
6. Environmental Services	0	0	0	0	0	11	16	0	66	0	7	0	0	0	\$18,488.00	N/A
8. Plan Preparation (PS&E) Services	0	4	55	109	91	4	0	0	0	0	0	225	233	4	\$109,685.00	134
9. Bid Advertisement Serivecs	0	2	9	9	0	0	0	0	0	0	0	0	0	0	\$4,610.00	N/A
<b>SUBTOTAL LABOR EXPENSES</b>	<b>0</b>	<b>43</b>	<b>177</b>	<b>258</b>	<b>381</b>	<b>11</b>	<b>16</b>	<b>0</b>	<b>66</b>	<b>0</b>	<b>7</b>	<b>337</b>	<b>265</b>	<b>21</b>	<b>\$259,278.00</b>	
<b>DIRECT EXPENSES</b>																
Environmental Service direct expensed																\$880.00
MILEAGE (@ \$0.57 per mile)	1,200															\$684.00
IN HOUSE B/W PHOTO COPY (8.5"x11", @ \$0.12 per sheet)	240															\$28.80
IN HOUSE COLOR PHOTO COPY (8.5"x11", @ \$0.75 per sheet)	240															\$180.00
IN HOUSE COLOR PHOTO COPY (11"x17", @ \$1.50 per sheet)	650															\$975.00
IN HOUSE PLOTS (COLOR on BOND, @ \$1.75/SQFT)	0															\$0.00
Hazardous Materials Database Search (\$600.75)	1															\$600.75
<b>SUBTOTAL DIRECT EXPENSES</b>																<b>\$3,348.55</b>
<b>RPS TOTAL</b>															<b>\$262,626.55</b>	
<b>SUB CONSULTANTS:</b>																
Survey And Mapping (SAM)																\$21,821.45
AmaTerra																\$4,980.98
RPS Environmental Risk for the Revised Phase 1 ESA																\$3,575.00
<b>TOTAL - SUB CONSULTANTS:</b>															<b>\$30,377.43</b>	
<b>GRAND TOTAL</b>															<b>\$293,003.98</b>	

**Commissioners Court - Regular Session**

48.

**Meeting Date:** 07/26/2022

Cobb Fendley Utility Coordination Extension Agreement

**Submitted By:** Marie Walters, Road Bond

**Department:** Road Bond

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider, and take appropriate action on authorizing the extension of Utility Coordination for Corridor & Road Bond Projects contract RFQ1811-273, renewal option period 1 until the term ending July 15, 2023, with Cobb, Fendley & Associates, Inc., for the same pricing, terms and conditions as the existing contract and authorize the execution of the agreement.

**Background**

This is the first of three possible 1-year renewal options for this contract. The Funding Source is under Road Bonds or LTP Corridor with the funds that come from any/all Road Bond or LTP Corridor P#s. The actual P#s are determined by sub-totals for each project under specific work authorizations.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

OnCallUC-CFA-ExtensionAgreement

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Marie Walters

Final Approval Date: 07/21/2022

**Reviewed By**

Becky Pruitt

**Date**

07/21/2022 11:46 AM

Started On: 07/21/2022 10:14 AM

## **EXTENSION AGREEMENT**

**County:** Williamson County, Texas, a political subdivision of the State of Texas

**County's Mailing Address:**

710 Main Street  
Suite 101  
Georgetown, Texas 78626

**Engineer:** Cobb, Fendley & Associates, Inc.

**Engineer's Mailing Address:**

505 East Huntland Drive, Suite 100  
Austin, Texas 78752

**Contract Subject of this Extension Agreement:**

Williamson County Contract for Engineering Services being dated effective July 16, 2019, by and between Engineer and County (the "Contract").

**Agreement to Extend Contract:**

Extended Term: In accordance with Article 4 of the Contract, Engineer and County hereby agree to extend the Contract for an additional term of one (1) year commencing as of July 16, 2022, and ending on midnight of July 15, 2023 ("Extended Term").

**Amendment of Contract Terms, Covenants and Conditions**

To the extent that any terms, covenants or conditions of the Contract contradict or conflict with the terms of this Extension Agreement, the terms of this Extension Agreement shall control. All other existing terms, covenants and conditions of the Contract shall remain in full force and effect during the Extended Term and any extended term thereafter.

**IN WITNESS WHEREOF**, the parties hereto have duly executed and delivered this Extension Agreement to be effective as of the date of the last party's execution below.

**ENGINEER:**

**Cobb, Fendley & Associates, Inc.**

By: \_\_\_\_\_

Printed Name: Sandra G. Khoury, P.E.

Representative  
Capacity: Senior Vice President

Date: July 21, 2022



**COUNTY:**

**Williamson County, Texas**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Representative Capacity:  
As Presiding Officer of the Williamson County  
Commissioners Court

Date: \_\_\_\_\_, 20\_\_\_\_

**Commissioners Court - Regular Session**

49.

**Meeting Date:** 07/26/2022

CR 366 TxDot Resolution

**Submitted For:** Charlie Crossfield

**Submitted By:** Charlie Crossfield, Road Bond

**Department:** Road Bond

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on a TXDOT Resolution for an AFA Amendment #1 for the CR 366 project. Funding Source: Road Bond, P296. This resolution, originally approved during the March 8, 2022, Commissioners Court, was revised to incorporate additional language provided with TxDOT.

**Background**

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Resolution

AFA

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 07/21/2022

**Reviewed By**

Becky Pruitt

**Date**

07/21/2022 09:30 AM

Started On: 07/20/2022 12:52 PM

STATE OF TEXAS

\*

THE COMMISSIONERS COURT  
OF

COUNTY OF WILLIAMSON

\*

WILLIAMSON COUNTY, TEXAS

*KNOW ALL MEN BY THESE PRESENT that on this, the 26th day of July 2022, the Commissioners Court of Williamson County, Texas, met in duly called session at the Courthouse in Georgetown, Texas and at said meeting, among other business, the Court considered the following.*

**RESOLUTION:**

*Whereas the Texas Department of Transportation and the Local Government executed a contract on January 25, 2019, for the design of an intersection improvement at FM 397-CR 366.*

*Whereas, it has become necessary to amend that agreement to allow for the construction of intersection improvements at FM 397-CR 366 in Williamson County, Texas.*

*Now therefore, the Williamson County Commissioners Court does hereby enter into this agreement with the Texas Department of Transportation.*

*RESOLVED this \_\_\_ day of \_\_\_\_\_, 2022.*

\_\_\_\_\_  
*Bill Gravell Jr., County Judge*

*Attest:*

\_\_\_\_\_  
*Nancy E. Rister, County Clerk*

**STATE OF TEXAS           §**  
  
**COUNTY OF TRAVIS       §**

**ADVANCE FUNDING AGREEMENT  
 AMENDMENT #1**

**THIS AMENDMENT** is made by and between the State of Texas, acting through the Texas Department of Transportation, called the State, and County of Williamson, acting by and through its duly authorized officials, called the Local Government.

**W I T N E S S E T H**

**WHEREAS**, the State and the Local Government executed a contract on January 25, 2019 to effectuate their agreement to design and provide environmental clearance for an intersection Improvement Design at FM 397- CR 366 in Williamson County, Texas; and,

**WHEREAS**, it has become necessary to amend that contract;

**NOW THEREFORE**, in consideration of the premises and of the mutual covenants and agreements of the parties, the State and the Local Government do agree as follows:

**A G R E E M E N T**

**Description of Amended Items**

A. Article 1. Responsible Parties is deleted in its entirety and replaced with the following:

**1. Responsible Parties:**

For the Project covered by this Agreement, the parties shall be responsible for the following work as stated in the article of the Agreement referenced in the table below:

1.	<b>Local Government</b>	Utilities	Article 8
2.	<b>Local Government</b>	Environmental Assessment and Mitigation	Article 9
3.	<b>Local Government</b>	Architectural and Engineering Services	Article 12
4.	<b>Local Government</b>	Construction Responsibilities	Article 13
5.	<b>Local Government</b>	Right of Way and Real Property	Article 15

B. Article 3, Scope of Work is deleted in its entirety and replaced with the following:

**3. Scope of Work**

- a. The scope of work for this Project consists of: Preparation and development of planning and engineering for the plans, specifications and estimate and environmental clearance of the realignment of FM 397 and reconstruction of intersection at CR 366 in Williamson County, Texas
- b. Construction of T-intersection at FM 366 and FM 397, include reconstruction of the existing two- lane roadway to a four-lane undivided roadway with continuous center turn lane and shoulders in. Williamson County as shown on Attachment B-1, described as "Project".

C. Article 23 Inspection of Books and Records is deleted in its entirety and replaced with the following:

**23. Inspection of Books and Records**

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State and the Local Government, or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of completion of work defined under this Agreement or until any impending litigation, or claims are resolved. Additionally, the State and the Local Government and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

D. Article 5 Termination is deleted in its entirety and replaced with the following:

**5. Termination of this Agreement**

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

- A. The Agreement is terminated in writing with the mutual consent of the parties;
- B. The Agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party;
- C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or
- D. The Agreement is terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or more thorough definition of the Local Government's proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination; or
- E. The Project is inactive for thirty-six (36) months or longer and no expenditures have been charged against state funds, in which case the State may in its discretion terminate this Agreement.

E. Attachment C, Project Budget, is deleted and replaced with Attachment C-1, Project Budget, which is attached and made part of this amendment. The contract amount is increased by \$4,077,347.00, from \$362,569.00 to \$4,439,916.00, because the Local Government shall proceed to construction phase.

F. Attachment A, Resolution or Ordinance, is supplemented by adding Attachment A-1, Resolution or Ordinance, which is attached and made part of the amendment.

All other provisions of the original contract are unchanged and remain in full force and effect.

**2. Signatory Warranty**

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

Each party is signing this amendment on the date stated under that party's signature.

**THE LOCAL GOVERNMENT**

\_\_\_\_\_  
Bill Gravell, Jr.  
County Judge

\_\_\_\_\_  
Date

**THE STATE OF TEXAS**

\_\_\_\_\_  
Kenneth Stewart  
Director of Contract Services  
Texas Department of Transportation

\_\_\_\_\_  
Date

CSJ #0320-04-028  
District # 14-AUS  
Code Chart 64 #50246  
Project: Intersection Improvement  
Design at FM 397- CR 366

**ATTACHMENT A-1  
RESOLUTION**

**ATTACHMENT B-1**  
**LOCATION MAP SHOWING PROJECT**



## ATTACHMENT C-1 PROJECT BUDGET

Costs will be allocated based on 100% Local Government funding, the State is responsible for all the State direct and indirect costs. The Local Government will then be responsible for 100% of the costs.

Description	Total Estimated Cost	State Participation		Local Participation	
		%	Cost	%	Cost
Engineering (by Local Government)	\$300,000	0%	\$0	100%	\$300,000
Environmental (by Local Government)	\$30,000	0%	\$0	100%	\$30,000
Construction (by Local Government)	\$4,053,977	0%	\$0	100%	\$4,053,977
<b>Subtotal</b>	<b>\$4,383,977</b>		<b>\$0</b>		<b>\$4,383,977</b>
Environmental Direct State Costs	\$20,270	100%	\$20,270	0%	\$0
Right of Way Direct State Costs	\$5,067	100%	\$5,067	0%	\$0
Engineering Direct State Costs	\$30,405	100%	\$30,405	0%	\$0
Utility Direct State Costs	\$5,067	100%	\$5,067	0%	\$0
Construction Direct State Costs	\$141,889	100%	\$141,889	0%	\$0
Indirect State Costs (4.52% for construction)	\$183,240	100%	\$183,240	0%	\$0
<b>TOTAL</b>	<b>\$ 4,769,916</b>	<b>100%</b>	<b>\$385,939</b>		<b>\$4,383,977</b>

Initial payment by the Local Government to the State: \$0  
 Payment by the Local Government to the State before construction: \$0  
 Estimated total payment by the Local Government to the State \$0  
 This is an estimate.

The final amount of Local Government participation will be based on actual costs

**Commissioners Court - Regular Session**

50.

**Meeting Date:** 07/26/2022

SE Loop 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 authorizing the county judge to execute a purchase contract with Yury and Marcelo Tier for 2.982 AC needed for right of way on the SE Loop Segment 2 project (Parcel 45). Funding Source: Road Bonds P588

**Background**

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

contract

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 07/21/2022

**Reviewed By**

Becky Pruitt

**Date**

07/21/2022 10:04 AM

Started On: 07/21/2022 09:54 AM

**REAL ESTATE CONTRACT**  
Southeast Loop (Segment 2) Right of Way

THIS REAL ESTATE CONTRACT (“Contract”) is made by and between **YURY TIER AND MARCELO TIER** (referred to in this Contract as “Seller”, whether one or more) and **WILLIAMSON COUNTY, TEXAS** (referred to in this Contract as “Purchaser”), upon the terms and conditions set forth in this Contract.

**ARTICLE I**  
**PURCHASE AND SALE**

By this Contract, 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 2.982-acre (129,898 square foot) tract of land, out of and situated in the James Hickman Survey No. 24, Abstract No. 291, in Williamson County, Texas, being a portion of Lot 9 Brushy Point Estates Subdivision recorded in Cabinet O, Slide 73, Plat Records of Williamson County, Texas, described in a deed to Yury Tier and Marcelo Tier recorded December 28, 2016, in Document No. 2016122635 official public records of Williamson County, Texas; being more fully described by metes and bounds in Exhibit “A”, attached hereto and incorporated herein (**Parcel 45**);

All of that certain 0.262-acre (11,418 square foot) tract of land, out of and situated in the James Hickman Survey No. 24, Abstract No. 291, in Williamson County, Texas, being a portion of Lot 9 Brushy Point Estates Subdivision recorded in Cabinet O, Slide 73, Plat Records of Williamson County, Texas, described in a deed to Yury Tier and Marcelo Tier recorded December 28, 2016, in Document No. 2016122635 official public records of Williamson County, Texas; being more fully described by metes and bounds in Exhibit “B”, attached hereto and incorporated herein (**Parcel 45TCE**);

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the “Property”), and any improvements and fixtures situated on and attached to the Property described herein not otherwise retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

**ARTICLE II**  
**PURCHASE PRICE**

### Purchase Price

2.01. The Purchase Price for the Property interests described in Exhibits "A&B", any improvements thereon, and any damage to or cost of cure for the remaining property of Seller shall be the sum of FIVE HUNDRED TWENTY-FIVE THOUSAND and 00/100 Dollars (\$525,000.00).

### Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash or other readily available funds at the Closing.

## **ARTICLE III PURCHASER'S OBLIGATIONS**

### Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

### Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the Closing.

## **ARTICLE IV REPRESENTATIONS AND WARRANTIES OF SELLER**

4.01. Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's knowledge:

(a) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than previously disclosed to Purchaser.

(b) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof.

4.02. The Property is being conveyed to Purchaser under threat of condemnation.

## ARTICLE V CLOSING

### Closing Date

5.01. The Closing shall be held at the office of Texas National Title Company on or before September 15, 2022, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

### Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to the right of way Property described in Exhibit "A", and deliver a duly executed and acknowledged Grading Temporary Construction Easement document, conveying such interest in and to the portion of the Property identified therein in Exhibit "B", both free and clear of any and all monetary liens and restrictions, except for the following:

- (a) General real estate taxes for the year of closing and subsequent years not yet due and payable.
- (b) Any exceptions approved by Purchaser pursuant to Article III hereof; and
- (c) Any exceptions approved by Purchaser in writing.

(2) The Deed shall be in the form as shown in Exhibit "C" attached hereto and incorporated herein. The Temporary Construction and Grading Easement shall be in the form as shown in Exhibit "D" attached hereto and incorporated herein

(3) Provide reasonable assistance as requested, at no cost to Seller, to cause the Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the permanent interests being conveyed in the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

- (a) The boundary and survey exceptions shall be deleted.
  - (b) 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.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

- (a) Pay the cash portion of the Purchase Price.

Prorations

5.04. General real estate taxes for the then current year relating to the portion of the Property conveyed in fee shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing but shall otherwise remain the obligation of Seller to satisfy. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, which directly result from this Contract and conveyance shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

- (1) Owner's Title Policy and survey to be paid by Purchaser.
- (2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.
- (3) All other closing costs shall be paid by Purchaser.
- (4) Attorney's fees paid by each respectively.

**ARTICLE VI  
BREACH BY SELLER**

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

**ARTICLE VII  
BREACH BY PURCHASER**

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made, then Seller shall receive the amount of \$500 as liquidated damages for any failure by Purchaser.

**ARTICLE VIII  
MISCELLANEOUS**

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

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

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10 This Contract shall be effective as of the date it is approved by the Williamson County commissioners' court, which date is indicated beneath the County Judge's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

Contingent Possession and Use Agreement

8.12. Upon completion of (1) the full execution of this Contract by all parties, and (2) acknowledgment by the Title Company of delivery by Purchaser of the full Purchase Price to the Title Company, Purchaser, its agents and contractors shall be permitted at any time after September 1, 2022 to enter and possess the Property prior to Closing for the purpose of completing any and all necessary testing, utility relocation and construction activities associated with the proposed Southeast Loop (Segment 2) improvement construction project of Purchaser, and Seller agrees to make any gate access available to Purchaser, its contractors or utility facility owners as necessary to carry out the purposes of this paragraph. The parties further agree to continue to use diligence in assisting with any title curative measures or mortgage lien release required by the Contract to complete the Closing of the purchase transaction.

*[signature page follows]*

**SELLER:**

  
\_\_\_\_\_  
Yury Tier

Date: 7-18-22

Address: \_\_\_\_\_

\_\_\_\_\_

  
\_\_\_\_\_  
Marcelo Tier

Date: 7-20-22

**PURCHASER:**

WILLIAMSON COUNTY, TEXAS

By: \_\_\_\_\_  
Bill Gravell, Jr.  
County Judge

Address: 710 Main Street, Suite 101  
Georgetown, Texas 78626

Date: \_\_\_\_\_

EXHIBIT "A"

County: Williamson  
Parcel No.: 45  
Tax ID: R368468  
Highway: Southeast Loop  
Limits: From: C.R. 137  
To: C.R. 404

Page 1 of 5  
December 3, 2021

**PROPERTY DESCRIPTION FOR PARCEL 45**

DESCRIPTION OF A 2.982 ACRE (129,898 SQ. FT.) PARCEL OF LAND LOCATED IN THE JAMES HICKMAN SURVEY, SURVEY NO. 24, ABSTRACT NO. 291, WILLIAMSON COUNTY, TEXAS BEING A PORTION OF LOT 9, OF BRUSHY POINT ESTATES SUBDIVISION, RECORDED IN CABINET O, SLIDE 73, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS (P.R.W.C.TX.), DESCRIBED IN A DEED TO YURY TIER AND MARCELO TIER, RECORDED DECEMBER 28, 2016 IN DOCUMENT NO. 2016122635, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.); SAID 2.982 ACRE (129,898 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 found 727.71 feet right of Southeast Loop Engineer's Centerline Station (E.C.S.) 302+59.01 on the existing west right-of-way line of C.R. 134, a variable width right-of-way, no record information found, for the northeast corner of Lot 7, of said Brushy Point Estates subdivision, described in a deed to Andria K. Copeland and Brandon N. Copeland, recorded in Document No. 2018092034, O.P.R.W.C.TX., same being the southeast corner of Lot 8, of said Brushy Point Estates subdivision, described in a deed to Donald G. Lee and Katherine S. Lee, recorded in Document No. 2000027086, O.P.R.W.C.TX.;

**THENCE** N 07°42'02" E, departing the common line of said Lot 8 and said Lot 7, with the existing west right-of-way line of said C.R. 134, a distance of 298.50 feet to a calculated point, for the northeast corner of said Lot 8, same being the southeast corner of said Lot 9, from which a 1/2-inch iron rod found bears N 24°55'42" W, a distance of 0.25 feet;

**THENCE** N 82°15'58" W, departing the existing west right-of-way line of said C.R. 134, with the common line of said Lot 8 and said Lot 9, a distance of 643.08 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" (Surface Coordinates: N=10,162,426.82, E=3,182,530.50) set 216.27 feet right of Southeast Loop E.C.S 297+67.77 on the proposed south right-of-way line of Southeast Loop, for the most southerly southeast corner and the **POINT OF BEGINNING** of the parcel described herein;

1) **THENCE** N 82°15'58" W, continuing with the common line of said Lot 8 and said Lot 9, departing the proposed south right-of-way line of said Southeast Loop, a distance of 87.15 feet to a 1/2-inch iron rod found on the east line of a called 100 acre tract of land, described as Tract 1 in a deed to William O. Kirk, recorded in Document No. 2016118539, O.P.R.W.C.TX., for the northwest corner of said Lot 8, same being the southwest corner of said Lot 9 and the parcel described herein;

2) **THENCE** N 07°53'30" E, departing the common line of said Lot 8 and said Lot 9, with the common line of said Lot 9 and said 100 acre tract, a distance of 299.00 feet to a calculated point, for the southwest corner of Lot 10, of said Brushy Point Estates subdivision, described in a deed to Joshua Loveless and Deedee Loveless, recorded in Document No. 2018064908, O.P.R.W.C.TX., same being the northwest corner of said Lot 9 and the parcel described herein;

EXHIBIT "A"

County: Williamson  
Parcel No.: 45  
Tax ID: R368468  
Highway: Southeast Loop  
Limits: From: C.R. 137  
To: C.R. 404

Page 2 of 5  
December 3, 2021

3) **THENCE** S 82°15'58" E, departing the common line of said Lot 9 and said 100 acre tract, with the common line of said Lot 10 and said Lot 9, a distance of 729.24 feet to a calculated point on the existing west right-of-way line of said C.R. 134, for the southeast corner of said Lot 10, same being the northeast corner of said Lot 9 and the parcel described herein;

4) **THENCE** S 07°42'02" W, departing the common line of said Lot 9 and said Lot 10, with the existing west right-of-way line of said C.R. 134, a distance of 188.88 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 346.81 feet right of Southeast Loop E.C.S 304+06.96 on the proposed south right-of-way line of said Southeast Loop, for the most easterly southeast corner of the parcel described herein;

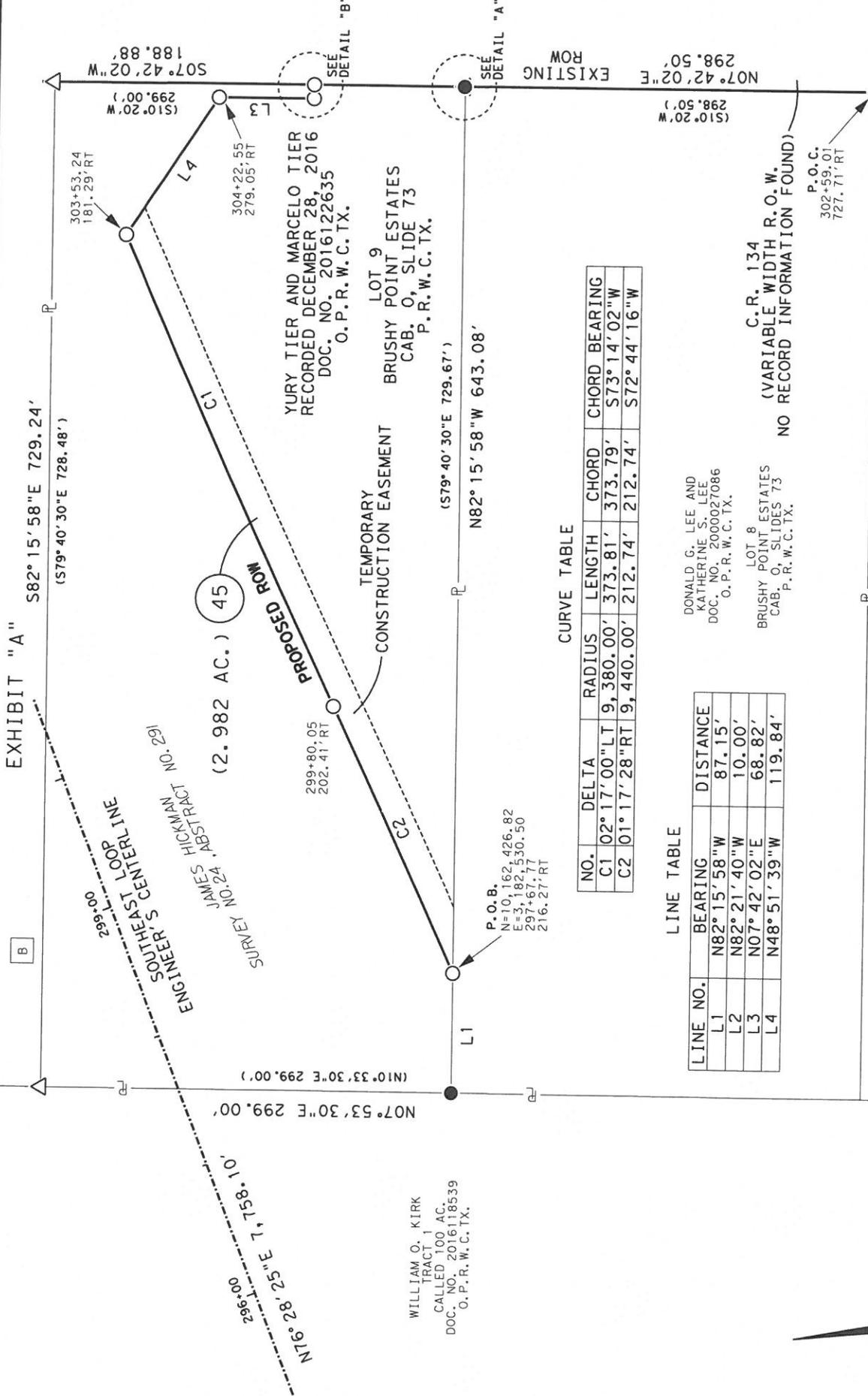
**THENCE**, departing the existing west right-of-way line of said C.R. 134, with the proposed south right-of-way line of said Southeast Loop, over and across said Lot 9, the following five (5) courses and distances numbered 5-9:

- 5) N 82°21'40" W, a distance of 10.00 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 343.20 feet right of Southeast Loop E.C.S 303+97.63,
- 6) N 07°42'02" E, a distance of 68.82 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 279.05 feet right of Southeast Loop E.C.S 304+22.55,
- 7) N 48°51'39" W, a distance of 119.84 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 181.29 feet right of Southeast Loop E.C.S 303+53.24, said point being the beginning of a curve to the left,
- 8) With said curve to the left, an arc distance of 373.81, through a delta of 02°17'00", having a radius of 9,380.00 feet, and a chord that bears S 73°14'02" W, a distance of 373.79 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 202.41 feet right of Southeast Loop E.C.S 299+80.05, said point being the beginning of a curve to the right, and

**THIS SPACE INTENTIONALLY LEFT BLANK**



EXHIBIT "A"



WILLIAM O. KIRK  
 TRACT 1  
 CALLED 100 AC.  
 DOC. NO. 2016118539  
 O. P. R. W. C. TX.

296-00  
 SOUTHEAST LOOP  
 ENGINEER'S CENTERLINE  
 SURVEY NO. 24  
 SEAMAN ABSTRACT NO. 291  
 (2.982 AC.)

LOT 9  
 YURY TIER AND MARCELO TIER  
 RECORDED DECEMBER 28, 2016  
 DOC. NO. 2016122635  
 O. P. R. W. C. TX.

LOT 8  
 BRUSHY POINT ESTATES  
 CAB. O. SLIDES 73  
 P. R. W. C. TX.

TEMPORARY  
 CONSTRUCTION EASEMENT

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	02° 17' 00" LT	9,380.00'	373.81'	373.79'	S73° 14' 02" W
C2	01° 17' 28" RT	9,440.00'	212.74'	212.74'	S72° 44' 16" W

LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	N82° 15' 58" W	87.15'
L2	N82° 21' 40" W	10.00'
L3	N07° 42' 02" E	68.82'
L4	N48° 51' 39" W	119.84'

DONALD G. LEE AND  
 KATHERINE S. LEE  
 DOC. NO. 2000027086  
 O. P. R. W. C. TX.

LOT 8  
 BRUSHY POINT ESTATES  
 CAB. O. SLIDES 73  
 P. R. W. C. TX.

P.O.C.  
 302+59.01  
 727.71' RT



GRAPHIC SCALE  
 SCALE: 1" = 100'  
 WILLIAMSON COUNTY, TEXAS

FILE: a AUS PROJECTS 1021061125 100 S 03E + 45 PLAT 00 P-45. REF. FIELD NOTE NO. 49104  
 EXISTING 5.009 AC. ACQUIRE 2.982 AC. REMAINING 2.027 AC. RIGHT



4801 Southwest Parkway  
 Building Two, Suite 100  
 Austin, Texas 78735  
 (512) 447-0575  
 Fax: (512) 326-3029  
 Texas Farm Registration No. 10064300

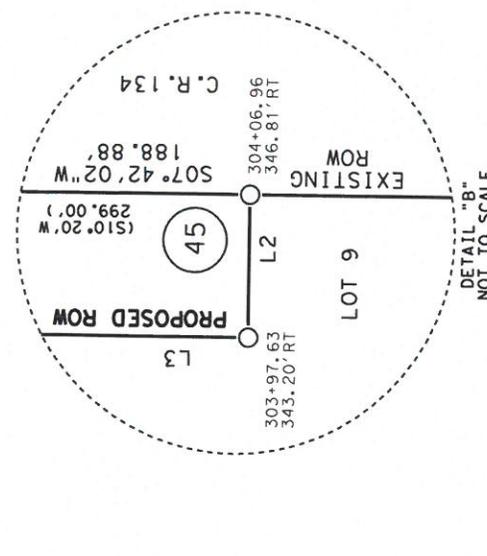
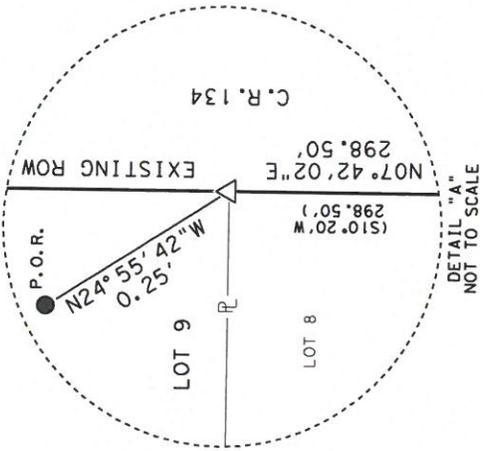
RIGHT-OF-WAY SKETCH  
 SHOWING PROPERTY OF  
 YURY TIER AND MARCELO TIER  
 TAX ID: R368468  
 PARCEL 45  
 2.982 AC. (129, 898 SQ. FT.)

**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
- 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)

- NOTES:**
- 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 1.00012352. 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.
  - THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF TITLE REPORT, THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.
  - SOUTHEAST LOOP ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM JOHNSON, MIRWIRAN THOMPSON, INC. SCHEMATIC RECEIVED BY SAM, LLC. IN OCTOBER, 2021.
  - THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE. AREA CALCULATED BY SAM, LLC.

**EXHIBIT "A"**



**A**

ANDRIA K. COPELAND AND BRANDON N. COPELAND  
DOC. NO. 2018092034  
O. P. R. W. C. TX.

**B**

JOSHUA LOVELESS AND DEEDEE LOVELESS  
DOC. NO. 2018064908  
O. P. R. W. C. TX.

LOT 7  
BRUSHY POINT ESTATES  
CAB. O. SLIDE 73  
P. R. W. C. TX.

LOT 10  
BRUSHY POINT ESTATES  
CAB. O. SLIDES 73-74  
P. R. W. C. TX.

FILE: 0 AUS PROJECTS 1021061125 100 S 03E + 45 PLAT 00 P-45. REF. FIELD NOTE NO. 49104

EXISTING 5.009 AC. ACQUIRE 2.982 AC. REMAINING 2.027 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  
YURY TIER AND MARCELO TIER  
TAX ID: R368468  
PARCEL 45  
2.982 AC. (129,898 SQ. FT.)

12/03/2021 1:47:20 PM

SCOTT C. BRASHEAR  
REGISTERED PROFESSIONAL LAND SURVEYOR  
NO. 6660, STATE OF TEXAS

DATE

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.

**Preliminary**

PAGE 5 OF 5

EXHIBIT "B"

County: Williamson  
Parcel No.: TCE-45  
Tax ID: R368468  
Highway: Southeast Loop  
Limits: From: C.R. 137  
To: C.R. 404

Page 1 of 5  
December 3, 2021

**PROPERTY DESCRIPTION FOR TEMPORARY CONSTRUCTION EASEMENT 45**

DESCRIPTION OF A 0.262 ACRE (11,418 SQ. FT.) EASEMENT LOCATED IN THE JAMES HICKMAN SURVEY, SURVEY NO. 24, ABSTRACT NO. 291, WILLIAMSON COUNTY, TEXAS BEING A PORTION OF LOT 9, OF BRUSHY POINT ESTATES SUBDIVISION, RECORDED IN CABINET O, SLIDE 73, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS (P.R.W.C.TX.), DESCRIBED IN A DEED TO YURY TIER AND MARCELO TIER, RECORDED DECEMBER 28, 2016 IN DOCUMENT NO. 2016122635, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.); SAID 0.262 ACRE (11,418 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 1/2-inch iron rod found 727.71 feet right of Southeast Loop Engineer's Centerline Station (E.C.S.) 302+59.01 on the existing west right-of-way line of C.R. 134, variable width right-of-way, no record information found, for the northeast corner of Lot 7, of said Brushy Point Estates subdivision, described in a deed to Andria K. Copeland and Brandon N. Copeland, recorded in Document No. 2018092034, O.P.R.W.C.TX., same being the southeast corner of Lot 8, of said Brushy Point Estates subdivision, described in a deed to Donald G. Lee and Katherine S. Lee, recorded in Document No. 2000027086, O.P.R.W.C.TX.;

**THENCE** N 07°42'02" E, departing the common line of said Lot 8 and said Lot 7, with the existing west right-of-way line of said C.R. 134, a distance of 298.50 feet to a calculated point, for the northeast corner of said Lot 8, same being the southeast corner of said Lot 9, from which a 1/2-inch iron rod found bears N 24°55'42" W, a distance of 0.25 feet;

**THENCE** N 82°15'58" W, departing the existing west right-of-way line of said C.R. 134, with the common line of said Lot 8 and said Lot 9, a distance of 594.83 feet to a calculated point (Surface Coordinates: N=10,162,420.33, E=3,182,578.32) 233.77 feet right of Southeast Loop E.C.S 298+12.74, for the southeast corner and the **POINT OF BEGINNING** of the easement described herein;

1) **THENCE** N 82°15'58" W, continuing with the common line of said Lot 8 and said Lot 9, a distance of 48.26 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 216.27 feet right of Southeast Loop E.C.S 297+67.77 on the proposed south right-of-way line of Southeast Loop, for the southwest corner of the easement described herein, said point being the beginning of a curve to the left;

**THENCE**, departing the common line of said Lot 8 and said Lot 9, with the proposed south right-of-way line of said Southeast Loop, over and across said Lot 9, the following three (3) courses and distances numbered 2-4:

- 2) With said curve to the left, an arc distance of 212.74, through a delta of 01°17'28", having a radius of 9,440.00 feet, and a chord that bears N 72°44'16" E, a distance of 212.74 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 202.41 feet right of Southeast Loop E.C.S 299+80.05, said point being the beginning of a curve to the right,

EXHIBIT "A"

County: Williamson  
Parcel No.: TCE-45  
Tax ID: R368468  
Highway: Southeast Loop  
Limits: From: C.R. 137  
To: C.R. 404

Page 2 of 5  
December 3, 2021

- 3) With said curve to the right, an arc distance of 373.81, through a delta of  $02^{\circ}17'00''$ , having a radius of 9,380.00 feet, and a chord that bears  $N 73^{\circ}14'02'' E$ , a distance of 373.79 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 181.29 feet right of Southeast Loop E.C.S 303+53.24, for the northwest corner of the easement described, and
- 4)  $S 48^{\circ}51'39'' E$ , a distance of 23.92 feet to a calculated point 200.80 feet right of Southeast Loop E.C.S 303+67.08, for the northeast corner of the easement described, said point being the beginning of a curve to the left;

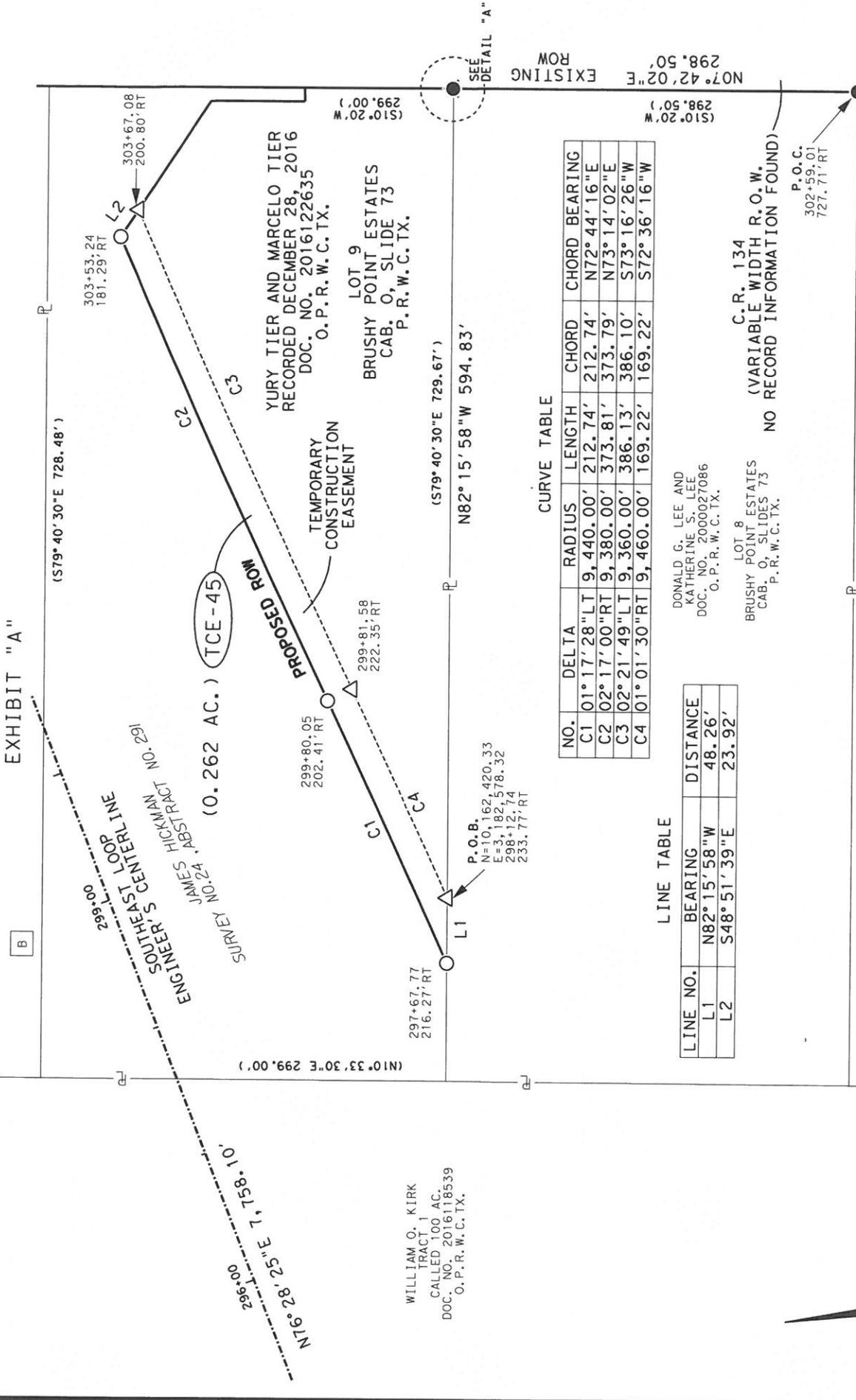
**THENCE**, departing the proposed south right-of-way line of said Southeast Loop, over and across said Lot 9, the following two (2) courses and distances numbered 5-6:

- 5) With said curve to the left, an arc distance of 386.13, through a delta of  $02^{\circ}21'49''$ , having a radius of 9,360.00 feet, and a chord that bears  $S 73^{\circ}16'26'' W$ , a distance of 386.10 feet to a calculated point 222.35 feet right of Southeast Loop E.C.S 299+81.58, said point being the beginning of a curve to the right, and

**THIS SPACE INTENTIONALLY LEFT BLANK**



EXHIBIT "A"



WILLIAM O. KIRK  
 TRACT 1  
 CALLED 100 AC.  
 DOC. NO. 2016118539  
 O.P.R.W.C.TX.

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	01°17'28"LT	9,440.00'	212.74'	212.74'	N72°44'16"E
C2	02°17'00"RT	9,380.00'	373.81'	373.79'	N73°14'02"E
C3	02°21'49"LT	9,360.00'	386.13'	386.10'	S73°16'26"W
C4	01°01'30"RT	9,460.00'	169.22'	169.22'	S72°36'16"W

LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	N82°15'58"W	48.26'
L2	S48°51'39"E	23.92'

DONALD G. LEE AND  
 KATHERINE S. LEE  
 DOC. NO. 2000027086  
 O.P.R.W.C.TX.

LOT 8  
 BRUSHY POINT ESTATES  
 CAB. O, SLIDES 73  
 P.R.W.C.TX.

P.O.C.  
 302+59.01  
 727.71' RT

SEE  
 DETAIL "A"

EXISTING  
 N07°42'02"E  
 298.50'  
 (S10°20'W 298.50')



GRAPHIC SCALE  
 SCALE: 1" = 100'  
 WILLIAMSON COUNTY, TEXAS

FILE: 0 AUS PROJECTS 1021061125 100 S 03E + 45 PLAT 00 TCE TCE-45. REF. FIELD NOTE NO. 49103  
 EXISTING 5.009 AC. ACQUIRE 0.000 AC. REMAINING 5.009 AC. RIGHT



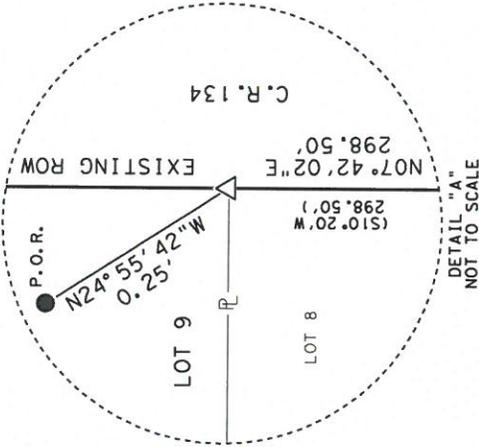
4801 Southwest Parkway  
 Building Two, Suite 100  
 Austin, Texas 78735  
 (512) 447-0575  
 Fax: (512) 326-3029  
 Texas Firm Registration No. 10064500

TEMPORARY CONSTRUCTION  
 EASEMENT SKETCH  
 SHOWING PROPERTY OF  
 YURY TIER AND MARCELO TIER  
 TAX ID: R368468  
 TCE-45  
 0.262 AC. (11,418 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)

**EXHIBIT "A"**



**A**

ANDRIA K. COPELAND AND  
BRANDON N. COPELAND  
DOC. NO. 2018092034  
O. P. R. W. C. TX.

LOT 7  
BRUSHY POINT ESTATES  
CAB. O. SLIDE 73  
P. R. W. C. TX.

**B**

JOSHUA LOVELESS  
AND DEEDEE LOVELESS  
DOC. NO. 2018064908  
O. P. R. W. C. TX.

LOT 10  
BRUSHY POINT ESTATES  
CAB. O. SLIDES 73-74  
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 AN ADJUSTMENT FACTOR OF 1.00012352. ALL COORDINATES SHOWN ARE IN SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE SAME FACTOR. PROJECT UNITS ARE IN U. S. SURVEY FEET.
2. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF TITLE REPORT, THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.
3. SOUTHEAST LOOP ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM JOHNSON, MIRIRAN THOMPSON, INC. SCHEMATIC RECEIVED BY SAM, LLC. IN OCTOBER, 2021.
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.

**Preliminary**  
12/03/2021 2:18:05 PM

SCOTT C. BRASHEAR  
REGISTERED PROFESSIONAL LAND SURVEYOR  
NO. 6660, STATE OF TEXAS

DATE

FILE: 0 AUS PROJECTS 1021061125 100 S 03E + 45 PLAT 00 TCE TCE-45. REF. FIELD NOTE NO. 49103

EXISTING 5.009 AC. ACQUIRE 0.000 AC. REMAINING 5.009 AC. RIGHT

4801 Southwest Parkway  
Building Two, Suite 100  
Austin, Texas 78735  
(512) 447-0575  
Fax: (512) 326-3029  
Texas Firm Registration No. 10064300



TEMPORARY CONSTRUCTION  
EASEMENT SKETCH  
SHOWING PROPERTY OF  
YURY TIER AND MARCELO TIER  
TAX ID: R368468  
TCE-45  
0.262 AC. (11,418 SQ. FT.)

Exhibit "C"

Parcel 45\_

**DEED**

Southeast Loop (Segment 2) 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 **YURY TIER AND MARCELO TIER** 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, 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 2.982-acre (129,898 square foot) tract of land, out of and situated in the James Hickman Survey No. 24, Abstract No. 291, in Williamson County, Texas, being a portion of Lot 9 Brushy Point Estates Subdivision recorded in Cabinet O, Slide 73, Plat Records of Williamson County, Texas, described in a deed to Yury Tier and Marcelo Tier recorded December 28, 2016, in Document No. 2016122635 official public records of Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 45**);

**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 Southeast Loop.

**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.

This deed is being delivered in lieu of condemnation.

**IN WITNESS WHEREOF**, this instrument is executed on this the \_\_\_\_ day of \_\_\_\_\_, 2022.

*[signature page follows]*

**GRANTOR:**

\_\_\_\_\_  
Yury Tier

**ACKNOWLEDGMENT**

STATE OF TEXAS

§

COUNTY OF \_\_\_\_\_

§

§

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 2022 by Yury Tier in the capacity and for the purposes and consideration recited therein.

\_\_\_\_\_  
Notary Public, State of Texas



Exhibit "D"

**GRADING TEMPORARY CONSTRUCTION EASEMENT**

Southeast Loop (Segment 2)

**KNOW ALL PERSONS BY THESE PRESENTS:**

That **YURY TIER AND MARCELO TIER** (hereafter referred to as "Grantor"), whether one or more, in consideration of TEN 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 installing, removing, shaping, constructing and/or reconstructing earthen, vegetative or related materials for side slope and lateral support surface grading, erosion control, and revegetation adjacent to the proposed roadway facilities and appurtenances and improvements within the adjacent right of way owned or possessed by Grantee ("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 material or other improvements or modifications on 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 hereto as Exhibit "B" and incorporated herein.

The parties agree further as follows:

Following completion of work within the temporary construction easement area Property, Grantee shall at its expense and within ninety (90) days of completion of the work restore any portion of the Property injured or damaged by Grantee's use of the Property and activities thereon, including specifically erosion control, landscaping, irrigation, parking, pavement, or vegetation, as closely as possible to substantially the same condition or better than existed immediately previous to Grantee's entry upon the Property, or otherwise in compliance with the specifications as set out on the plans in Exhibit "B" or other applicable Williamson County Project manual erosion control or vegetative replacement requirements, 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 thirty-six (36) months after the date of written Notice to Proceed to Grantee's contractors to begin construction of the Project, (b) on the date of completion of construction of the Project, or (c) on December 31, 2027.

Grantee shall be allowed to extend the duration of the Temporary Construction Easement identified herein for up to three (3) additional and consecutive thirty (30) day periods upon notification to Grantor in writing of the requested extension period.



**GRANTOR:**

\_\_\_\_\_  
Marcelo Tier

**ACKNOWLEDGMENT**

STATE OF TEXAS

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§  
§

COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 2022 by Marcelo Tier in the capacity and for the purposes and consideration recited therein.

\_\_\_\_\_  
Notary Public, State of Texas

**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:**

**Commissioners Court - Regular Session**

51.

**Meeting Date:** 07/26/2022

Executive Session

**Submitted For:** Charlie Crossfield

**Submitted By:** Charlie Crossfield, Road Bond

**Department:** Road Bond

**Agenda Category:** Executive Session

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**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**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

*No file(s) attached.*

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**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 07/21/2022

**Reviewed By**

Becky Pruitt

**Date**

07/21/2022 09:36 AM

Started On: 07/21/2022 08:16 AM

**Commissioners Court - Regular Session**

52.

**Meeting Date:** 07/26/2022

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
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**Attachments**

*No file(s) attached.*

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 07/21/2022

**Reviewed By**

Becky Pruitt

**Date**

07/21/2022 09:37 AM

Started On: 07/21/2022 08:18 AM