

**NOTICE TO THE PUBLIC**  
**WILLIAMSON COUNTY COMMISSIONERS COURT**  
**August 9, 2022**  
**9:30 A.M.**

The Commissioners Court of Williamson County, Texas will meet in regular session in the Commissioners Courtroom, 710 Main Street, in Georgetown, Texas to consider the following items:

1. Review and approval of minutes.
2. Hear County Auditor concerning invoices, bills, Quick Check Report, wire transfers and electronic payments submitted for payment and take appropriate action including, but not limited to approval for payment provided said items are found by the County Auditor to be legal obligations of the county.

**CONSENT AGENDA**

The Consent Agenda includes non-controversial and routine items that the Court may act on with one single vote. The Judge or a Commissioner may pull any item from the consent agenda in order that the court discuss and act upon it individually as part of the Regular Agenda.  
 ( Items 3 – 25 )

3. Discuss, consider and take appropriate action on a line item transfer for the County Courts at Law.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0100-0425-004168	Unlocated fathers	\$22,000.00
To	0100-0425-004136	MH/Court Appointments	\$22,000.00

4. Discuss, consider and take appropriate action for two line item transfers for Constable Pct. 1.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0100-0551-003311	Uniform	\$3,000.00
To	0100-0551-003301	Gasoline	\$3,000.00
From	0100-0551-004350	Printed Mat. & Bind	\$500.00
To	0100-0551-004621	Copier Rent. & Sup	\$500.00

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

**Fiscal Impact**

From/To	Acct No.	Description	Amount
FROM	0100-0554-005700	VEHICLES > \$5000	\$1,244.00
FROM	0100-0554-004212	POSTAGE	\$746.00

FROM	0100-0554-004210	INTERNET / EMAIL SVS	\$3,000.00
TO	0100-0554-004541	VEHICLE REPAIRS & MAINT	\$4,990.00

6. Discuss, consider and take appropriate action on a line item transfer for the Fire Marshal Special Operations Department.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0100-0542-004999	Miscellaneous	\$1,000.00
From	0100-0542-004541	Vehicle Maintenance & Repair	\$2,000.00
From	0100-0542-003010	Computer Equipment < \$5,000.00	\$1,564.00
To	0100-0542-003301	Gasoline	\$4,564.00

7. Discuss, consider and take appropriate action on a line item transfer for the Fire Marshal Special Operations Department.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0100-0542-004412	Error & Omissions Ins.	\$1,687.00
From	0100-0542-003110	Other Services	\$338.16
To	0100-0542-003001	Small Equipment & Tools	\$2,025.16

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

**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0100.0570.004350	Printed Materials & Binding	\$1,050.00
To	0100.0570.004212	Postage	\$1,050.00

9. 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	\$2,000.00
To	0100-0499-003006	Office Equipment	\$2,000.00

10. 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	0100-0499-003005	Office furniture	\$5,000.00

11. Discuss, consider and take appropriate action on a line item transfer for Child Welfare.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
FROM	0100-0645-003305	Child Welfare/Clothing	\$300
FROM	0100-0645-004999	Child Welfare/Misc.	\$500
TO	0100-0645-003316	Child Welfare/Medical-Hospital	\$800

12. Discuss, consider, and take appropriate action on approving property tax refunds over \$2,500.00 thru 08/03/2022 for the Williamson County Tax Assessor/Collector.
13. Discuss and take appropriate action regarding setting of Sheriffs' and Constables' Fees to be effective as of January 1, 2023, as authorized by Local Government Code Section 118.131, and submission of notice of such fees to the Comptroller's Office no later than October 15, 2022.
14. Discuss, consider and take appropriate action on approving a three-month emergency contract extension with Certified Payments in order to allow additional time to prepare criteria for the Purchasing Agent to advertise for a new Request for Proposals.
15. Discuss, consider and take appropriate action on a Lease Agreement between Williamson County, as Lessor, and the Williamson County Community Supervision and Corrections Department, as Lessee, for the premises located at 601 N. Alligator Street, Granger, Texas (the Central Texas Treatment Center Facility).
16. Discuss, consider, and take appropriate action on approving the agreement between Williamson County and Pitney Bowes for a total amount of \$8,152.35 for three (3) mail scanners, pursuant to the TPASS State contract #985-L1, and authorizing the execution of this agreement.
17. Discuss, consider and take appropriate action for approval of the Presidio Networked Solutions Group, LLC (Red Sky Technologies, Inc.) Statement of Work for services quote in the total amount of \$13,884.00, under TIPS Networking Equipment, Software and Services Co-op Contract #210503 to support County operations.
18. Discuss, consider, and take appropriate action on approving the Interlocal Agreement (ILA) between Williamson County and Capital Area Council of Governments (CAPCOG) for 9-1-1 Geographic Information Systems Database Management, and authorizing the execution of the agreement.
19. Discuss, consider and take appropriate action on approving the agreement between CDW Government Solutions, LLC. and Williamson County for cybersecurity testing pursuant to Omnia Partners Contract #R210401 in the amount of \$28,600.00, and authorizing execution of the agreement.
20. Discuss, consider and take appropriate action on approving the termination of the Sharp copier contract between Williamson County (MOT) and Sharp Business Systems.
21. Discuss, consider, and take appropriate action on authorizing the purchase and construction agreement between The Roof Company, LLC and Williamson County for the Flat Roof Construction of the Bob Phillips Historic Building in the amount of \$24,893.00, pursuant to TIPS contract #6929 and authorize the execution of the agreement. Funding Source is P580.

22. Discuss, consider and take appropriate action on accepting a report from Vaughn Construction, Change Order No. 3 for the Williamson County Historic Courthouse Doors project. This is a no-cost change order to extend substantial completion to September 30, 2022. Funding Source is 100.1000.4509
23. Discuss, consider and take appropriate action on allocating to Hendrix Consulting Engineers, P.C., a deduction arising from its creation of technical specifications for the installation of energy efficient commercial building property as part of the River Ranch Park Interpretive Center, which resulted in reduced energy consumption [Per IRC §179D(d)(4)].
24. Discuss, consider and take appropriate action on approving the appointment of Williamson County Facilities Senior Project Manager, Angel Gomez, with general authority to approve invoices and change orders for the Juvenile Justice Center Security Upgrades (P544) for any increase or decrease in cost of \$30,000 or less in accordance with Section 262.031 of the Local Government Code; changes in Plans and Specifications; provided, however, the original contract price may not be increased by more than 25% and the original contract price may not be decreased by 18% or more without the consent of the contractor.
25. Discuss, consider and take appropriate action on Change Order No. 1, to contract 22IFB104 – CR 137 Widening and Overlay, in the amount of \$7,950.00. Funding source: 01.0200.0210.003599.

## REGULAR AGENDA

26. Discuss, consider and take appropriate action on recognizing the 2022 Williamson County Employee of the Year and Project Team of the Year Winners.
27. Discuss and take appropriate action on the Community Development Block Grant FY22 Annual Action Plan.
28. Discuss, consider and take appropriate action regarding the imposition or removal of optional fees for Calendar Year 2023 as authorized by the Texas Transportation Code, including the County Road and Bridge Fund fee, not to exceed \$10, and the Child Safety fee, not to exceed \$1.50, and the submission of the required notification form to the Texas Department of Motor Vehicles.
29. Consider an order declaring an emergency and grave necessity due to unforeseeable circumstances and approve a budget amendment for the Williamson County Share of the FY 22 Capital Area Trauma Advisory Council (CATRAC) Trauma System Funds.

### Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.333220	Payment From Other Entities	\$27,307.00

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

### Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0540.003200	Medical Supplies	\$27,083.26
	0100.0540.003307	Pharmaceuticals	\$223.74



31. 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
	0100.0000.341204	Proceeds From Sale of Estrays	\$1,400.00

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

**Fiscal Impact**

From/To	Acct No.	Description	Amount
	0100.0560.004968	Care of Animals	\$1,400.00

33. Discuss, consider and take appropriate action regarding the request of the Tax Assessor/Collector's office to pay non-exempt staff for overtime in place of giving compensatory time. The total amount shall not exceed \$12,000 for work associated with processing registrations and title transactions by the statutorily mandated deadline.
34. Discuss, consider and take appropriate action regarding approval and receipt of the Standard Agreement with Fern Bluff Municipal Utility District regarding off duty contracting of County Sheriff Deputies to be effective October 1, 2022.
35. Discuss, consider and take appropriate action to authorize the County Judge to execute a First Amendment to the Amended and Restated Development Agreement with Somerset Hills Road District Nos. 3 and 4.
36. Discuss, consider and take appropriate action to approve a subrecipient grant agreement between Williamson County and Brushy Creek Municipal Utility District for Infrastructure improvements to public water and wastewater systems serving the community for reimbursement under The American Rescue Plan Act (ARPA).
37. Discuss, consider and take appropriate action on a request to apply for discretionary grant opportunity funding through the US Department of Transportation for Safe Streets and Roads for All.
38. Discuss, consider and take appropriate action on a Letter Agreement with Suvi Capital LLC for a 0.033 Acre Electric Utility Easement needed for the CR 258 project. (Parcel EE) Funding Source: Road Bonds P277.
39. Discuss, consider and take appropriate action on a Possession and Use Agreement with Samsung Austin Semiconductor, LLC for 1.533 acres and 52.689 acres needed for Transportation/Utility Purposes on Future County Road and CR 404. (Parcel 12 and Parcel 14) Funding Source: Road Bonds P390F.
40. Discuss, consider, and take appropriate action regarding amending the Williamson County Long-Range Transportation Plan to address current and projected needs in the public interest.

41. Discuss, consider, and take appropriate action regarding a TCEQ Agent Authorization Form for the Edwards Aquifer Protection Program associated with the CR 258 Project, a 2013 Road Bond project in Commissioner Pct. 2. P: 277 Funding: Road Bond.
42. FY23 Budget Modification Voting Session - Discuss, consider and take appropriate action on the fiscal year 2022-2023 budget.
43. Discuss, consider and take appropriate action on the FY 2022/2023 Budget Order.

#### **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)."***

44. 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.

**45.** 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

**46.** 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. Hurdsmann, #0217082 v. Mike Gleason, et al.; In the United States District Court for the Western District of Texas, Austin Division
17. Cause No. D-1-GN-22-002186; Chauncy Williams v. Williamson County Attorney's Office Victim Service's Division; 98th Judicial District Court, Travis County, Texas
18. Cause No. 22-0826-C368; Doyle "Dee" Hobbs, Jr., in his official capacity as Williamson County Attorney, v. AHFC Pecan Park PSH Non-Profit Corporation; In the 368th Judicial District Court of Williamson County, Texas
19. Civil Action No. 4-22CV-576-P; Kyle Strongin et al. v. Williamson County et al.; In the United States District Court for the Northern District of 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.
7. Legal matters pertaining to vendor disqualification in relation to county purchasing solicitations.
8. Legal matters pertaining to Williamson County River Ranch Park.

47. 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).

- 48. 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).
- 49. 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)

- 50. Discuss and take appropriate action concerning economic development.
- 51. Discuss and take appropriate action concerning real estate.
- 52. 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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- 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
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- 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
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- 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. Hurdsmen, #0217082 v. Mike Gleason, et al.; In the United States District Court for the Western District of Texas, Austin Division

17. Cause No. D-1-GN-22-002186; Chauncy Williams v. Williamson County Attorney's Office Victim Service's Division; 98th Judicial District Court, Travis County, Texas

18. Cause No. 22-0826-C368; Doyle "Dee" Hobbs, Jr., in his official capacity as Williamson County Attorney, v. AHFC Pecan Park PSH Non-Profit Corporation; In the 368th Judicial District Court of Williamson County, Texas

19. Civil Action No. 4-22CV-576-P; Kyle Strongin et al. v. Williamson County et al.; In the United States District Court for the Northern District of 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.
7. Legal matters pertaining to vendor disqualification in relation to county purchasing solicitations.
8. Legal matters pertaining to Williamson County River Ranch Park.

**53.** 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.

**54.** Comments from Commissioners.

**55.** 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.

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 5th day of August 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:** 08/09/2022

LIT County Courts at Law

**Submitted By:** Sharrion Threadgill, County Court At Law #4**Department:** County Court At Law #4**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider and take appropriate action on a line item transfer for the County Courts at Law.

**Background**

Additional funds are needed for court appointments in mental health services cases.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0100-0425-004168	Unlocated fathers	\$22,000.00
To	0100-0425-004136	MH/Court Appointments	\$22,000.00

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**Attachments***No file(s) attached.*

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**Form Review****Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Sharrion Threadgill

Final Approval Date: 08/02/2022

**Reviewed By**

Becky Pruitt

Saira Hernandez

**Date**

07/29/2022 03:16 PM

08/02/2022 09:55 AM

Started On: 07/28/2022 01:26 PM



**Commissioners Court - Regular Session****4.****Meeting Date:** 08/09/2022

Line Item Transfer For Constable Pct. 1

**Submitted By:** Patrick Youngren, Constable Pct. #1**Department:** Constable Pct. #1**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider and take appropriate action for two line item transfers for Constable Pct. 1.

**Background**

The two line item transfers are needed to fund gasoline and copier rental for the remainder of the fiscal year.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0100-0551-003311	Uniform	\$3,000.00
To	0100-0551-003301	Gasoline	\$3,000.00
From	0100-0551-004350	Printed Mat. & Bind	\$500.00
To	0100-0551-004621	Copier Rent. & Sup	\$500.00

---

**Attachments***No file(s) attached.*

---

**Form Review****Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Patrick Youngren

Final Approval Date: 08/02/2022

**Reviewed By**

Becky Pruitt

Saira Hernandez

**Date**

07/29/2022 03:17 PM

08/02/2022 09:55 AM

Started On: 07/28/2022 02:31 PM

**Commissioners Court - Regular Session****5.****Meeting Date:** 08/09/2022

Line item transfer for Constable Pct. 4

**Submitted By:** Brian Olson, Constable Pct. #4**Department:** Constable Pct. #4**Agenda Category:** Consent

---

**Information****Agenda Item**

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

**Background**

This transfer will support the continued operations of the Constable Pct 4 Office by covering a shortfall in operating expenses not previously budgeted.

---

**Fiscal Impact**

From/To	Acct No.	Description	Amount
FROM	0100-0554-005700	VEHICLES > \$5000	\$1,244.00
FROM	0100-0554-004212	POSTAGE	\$746.00
FROM	0100-0554-004210	INTERNET / EMAIL SVS	\$3,000.00
TO	0100-0554-004541	VEHICLE REPAIRS & MAINT	\$4,990.00

---

**Attachments***No file(s) attached.*

---

**Form Review****Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Brian Olson

Final Approval Date: 08/04/2022

**Reviewed By**

Becky Pruitt

Saira Hernandez

**Date**

08/04/2022 11:22 AM

08/04/2022 11:59 AM

Started On: 08/04/2022 10:09 AM

**Commissioners Court - Regular Session****6.****Meeting Date:** 08/09/2022

FMSO LIT for Gasoline

**Submitted By:** Hank Jones, Fire Marshal Spec Ops-Hazmat**Department:** Fire Marshal Spec Ops-Hazmat**Agenda Category:** Consent

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on a line item transfer for the Fire Marshal Special Operations Department.

**Background**

Line item transfer request to cover the cost for fuel for remainder of fiscal year due to inflation.

---

**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0100-0542-004999	Miscellaneous	\$1,000.00
From	0100-0542-004541	Vehicle Maintenance & Repair	\$2,000.00
From	0100-0542-003010	Computer Equipment < \$5,000.00	\$1,564.00
To	0100-0542-003301	Gasoline	\$4,564.00

---

**Attachments**

*No file(s) attached.*

---

**Form Review****Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Hank Jones

Final Approval Date: 08/02/2022

**Reviewed By**

Becky Pruitt

Saira Hernandez

**Date**

07/29/2022 03:18 PM

08/02/2022 09:55 AM

Started On: 07/29/2022 10:15 AM

**Commissioners Court - Regular Session****7.****Meeting Date:** 08/09/2022

FMSO LIT for Equipment Repairs

**Submitted By:** Hank Jones, Fire Marshal Spec Ops-Hazmat**Department:** Fire Marshal Spec Ops-Hazmat**Agenda Category:** Consent

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on a line item transfer for the Fire Marshal Special Operations Department.

**Background**

Line item transfer request to cover the cost of repairing the broken RAE Link Modem on the Cedar Park hazmat response unit.

---

**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0100-0542-004412	Error & Omissions Ins.	\$1,687.00
From	0100-0542-003110	Other Services	\$338.16
To	0100-0542-003001	Small Equipment & Tools	\$2,025.16

---

**Attachments**

*No file(s) attached.*

---

**Form Review****Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Hank Jones

Final Approval Date: 08/03/2022

**Reviewed By**

Becky Pruitt

Saira Hernandez

**Date**

08/03/2022 08:39 AM

08/03/2022 09:19 AM

Started On: 08/02/2022 10:44 AM

**Commissioners Court - Regular Session****8.****Meeting Date:** 08/09/2022

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 Postage due to increased usage and increased cost in fees till the end of the fiscal year.

---

**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0100.0570.004350	Printed Materials & Binding	\$1,050.00
To	0100.0570.004212	Postage	\$1,050.00

---

**Attachments***No file(s) attached.*

---

**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Abigail Dass

Final Approval Date: 07/29/2022

**Reviewed By**

Becky Pruitt

**Date**

07/29/2022 03:19 PM

Started On: 07/29/2022 02:17 PM

**Commissioners Court - Regular Session****9.****Meeting Date:** 08/09/2022

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 \$2000 to line item 003006 Office Equipment. This budget transfer is requested to purchase additional SendSuite scanners and other office equipment needed for the remainder of the fiscal year.

---

**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0100-0499-004212	Postage	\$2,000.00
To	0100-0499-003006	Office Equipment	\$2,000.00

---

**Attachments***No file(s) attached.*

---

**Form Review****Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Judy Kocian

Final Approval Date: 08/03/2022

**Reviewed By**

Becky Pruitt

Saira Hernandez

**Date**

08/03/2022 08:38 AM

08/03/2022 09:19 AM

Started On: 08/02/2022 09:07 AM

**Commissioners Court - Regular Session****10.****Meeting Date:** 08/09/2022

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 to line item 003005 Office Furniture. This budget transfer is requested to cover the cost of three replacement chairs for the Accounting and Motor Vehicle Departments.

---

**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0100-0499-004212	Postage	\$5,000.00
To	0100-0499-003005	Office furniture	\$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: 08/03/2022

**Reviewed By**

Becky Pruitt

Saira Hernandez

**Date**

08/03/2022 02:50 PM

08/03/2022 03:19 PM

Started On: 08/03/2022 11:33 AM

**Commissioners Court - Regular Session****11.****Meeting Date:** 08/09/2022

Line Item Transfer

**Submitted By:** Ashlie Holladay, Budget Office**Department:** Budget Office**Agenda Category:** Consent

---

**Information****Agenda Item**

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

**Background**

This line item transfer will cover a deficit in this line to cover payment of medical/hospital expenses.

---

**Fiscal Impact**

From/To	Acct No.	Description	Amount
FROM	0100-0645-003305	Child Welfare/Clothing	\$300
FROM	0100-0645-004999	Child Welfare/Misc.	\$500
TO	0100-0645-003316	Child Welfare/Medical-Hospital	\$800

---

**Attachments***No file(s) attached.*

---

**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Ashlie Holladay

Final Approval Date: 08/04/2022

**Reviewed By**

Becky Pruitt

**Date**

08/04/2022 09:08 AM

Started On: 08/04/2022 08:20 AM



**Commissioners Court - Regular Session****12.****Meeting Date:** 08/09/2022

Property Tax Refunds – Over 2500 – Thru 08/03/2022

**Submitted For:** Larry Gaddes**Submitted By:** Renee Clark, County Tax Assessor  
Collector**Department:** County Tax Assessor Collector**Agenda Category:** Consent

---

**Information****Agenda Item**

Discuss, consider, and take appropriate action on approving property tax refunds over \$2,500.00 thru 08/03/2022 for the Williamson County Tax Assessor/Collector.

**Background**

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**Fiscal Impact**

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

061622-080322 Refunds Over 2500

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Renee Clark

Final Approval Date: 08/04/2022

**Reviewed By**

Becky Pruitt

**Date**

08/04/2022 09:39 AM

Started On: 08/04/2022 09:30 AM



Date: August 3, 2022

To: Members of the Commissioners Court

From: Larry Gaddes PCAC, CTA

Larry Gaddes PCAC, C T A  
Tax Assessor/Collector

Subject: Property Tax Refunds

---

In accordance with Section 31.11 of the Property Tax Code, the court needs to approve all refunds in excess of \$2,500.00. We are presenting the attached list which includes these property tax refunds for your approval.

Please contact me at (512) 943-1954, if you have any questions.

Thank you.

**Main Office and Mailing Address:**

904 South Main Street  
Georgetown, Texas 78626  
Motor Vehicle Telephone: 512.943.1602  
Property Tax Telephone: 512.943.1603  
[www.wilco.org/tax](http://www.wilco.org/tax)

1801 E. Old Settler's Blvd., Ste 115  
Round Rock, Texas 78664  
Telephone: 512.244.8644

**Annex Locations:**

350 Discovery Blvd., Ste. 101  
Cedar Park, Texas 78613  
Telephone: 512.260.4290

412 Vance St., Ste. 1  
Taylor, Texas 76574  
Telephone: 512.352.4140

8:56 AM  
08/04/22

Property Tax  
**Account QuickReport**  
As of August 3, 2022

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Type	Date	Num	Name	Memo	Amount
<b>Refunds Payable - Taxpayers</b>					
Check	08/03/2022	87569	CORELOGIC	R341255 - Erroneous payment	-5,533.05
Total Refunds Payable - Taxpayers					-5,533.05
<b>TOTAL</b>					<b>-5,533.05</b>

**Commissioners Court - Regular Session****13.****Meeting Date:** 08/09/2022

Civil Process &amp; Sheriff fees 2023

**Submitted By:** Patrick Youngren, Constable Pct. #1**Department:** Constable Pct. #1**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss and take appropriate action regarding setting of Sheriffs' and Constables' Fees to be effective as of January 1, 2023, as authorized by Local Government Code Section 118.131, and submission of notice of such fees to the Comptroller's Office no later than October 15, 2022.

**Background**

A review of the service fees charged by the Williamson County Constables and Sheriff has been conducted. Many of the Constables service fees were found to be lower than those of other central Texas counties. The civil fees were last increased in 2009. The increase in personnel, vehicle, and fuel cost, necessitates an adjustment to the service fees charged by Williamson County. All four Constables have agreed to the proposed fee schedule, the Sheriff has not proposed any changes to the fees assessed by his department.

The Auditor's office has conducted a review of the attached fee schedule and concluded the fees are reasonable to cover the cost of providing the services. Legal has also reviewed the proposal.

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**Fiscal Impact**

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

Constable & Sheriff Fee Letter  
Civil Fee Comparison by County  
Constable & Sheriff Fees 2023

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**Form Review****Inbox**

County Judge Exec Asst.  
Constable Pct. 1 (Originator)  
Form Started By: Patrick Youngren  
Final Approval Date: 07/27/2022

**Reviewed By**

Becky Pruitt  
Patrick Youngren

**Date**

07/21/2022 01:51 PM  
07/27/2022 08:21 AM  
Started On: 07/21/2022 12:16 PM



TO: Williamson County Commissioner's Court

FROM: Mickey Chance, Constable Pct. 1, Jeff Anderson, Constable Pct. 2, Matt Lindemann, Constable Pct. 3, Paul Leal, Constable Pct. 4, Sheriff Mike Gleason

DATE: July 21, 2022

SUBJECT: 2023 Constable & Sheriff Fees

A review of the service fees charged by the Williamson County Constables and Sheriff has been conducted. Many of the Constables service fees were found to be lower than those of other central Texas counties. The civil fees have not increased since 2009. The increase in personnel, vehicle, and fuel cost, necessitates an adjustment to the service fees charged by Williamson County. All four Constables have agreed to the proposed fee schedule, the Sheriff has not proposed any changes to the fees assessed by his department.

As a result, we respectfully request the Commissioner's Court adopt the attached fee schedule, with the proposed increase in for 2023. Pursuant to Local Government Code § 118.131, the Court must set the fee schedule prior to October 1, to take effect January 1<sup>st</sup> the following year. Accordingly, if adopted, the new fee schedule will become effective January 1, 2023.

The Auditor's office has conducted a review of the attached fee schedule and concluded the fees are reasonable to cover the cost of providing the services. Legal has also reviewed the proposal.

Respectfully submitted,

Mickey Chance, Constable Pct. 1

## CONSTABLE SERVICE FEES COMPARISON BY COUNTY & PURPOSED FEES FOR 2023

	Citation, Justice, County, District, Probate, Including FED & posting & Publication	Civil Subpoena	Civil Summons	Writ of Possession	Precept	Writ of Execution **	Order of Sale**	Turn Over Order**	Protective Order (Charged to respondent)	Writ of Attachment	Writ of Sequestration	Writ of Re-Entry	Writ of Garnishment	Writ of Retrieval / Order of Retrieval	Injunction / TRO	Civil Show Cause Order / Notice of Hearing	Executing bill of sale / Deed	All Other Writs	** Hourly Rate per Deputy > 2 Hours
<b>Williamson (Current)</b>	\$70	\$70	\$70	\$150	\$150	\$150	\$150	\$150		\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$30	\$150	\$40
<b>Travis</b>	\$80	\$80	\$80	\$160		\$220	\$220	\$115	\$350	\$155	\$155	\$160	\$115	\$160	\$115	\$80	\$35	\$115	\$55
<b>Bell</b>	\$80	\$80	\$80	\$150		\$250				\$250		\$150	\$150		\$100	\$80		\$150	
<b>Milam</b>	\$100	\$100	\$100	\$150		\$250	\$135			\$250	\$250	\$250	\$250		\$135		\$70		\$45
<b>Burnet</b>	\$80	\$80	\$80	\$200		\$200	\$200		\$80	\$200	\$200		\$200			\$80		\$200	
<b>Llano</b>	\$80	\$80	\$80	\$200		\$200	\$200		\$200	\$200	\$200			\$200					
<b>Williamson (Purposed)</b>	<b>\$80</b>	<b>\$80</b>	<b>\$80</b>	<b>\$200</b>	<b>\$150</b>	<b>\$200</b>	<b>\$200</b>	<b>\$150</b>	<b>\$150</b>	<b>\$200</b>	<b>\$200</b>	<b>\$200</b>	<b>\$150</b>	<b>\$200</b>	<b>\$150</b>	<b>\$150</b>	<b>\$30</b>	<b>\$200</b>	<b>\$75</b>
<b>Purposed Increase for 2023</b>	<b>\$10</b>	<b>\$10</b>	<b>\$10</b>	<b>\$50</b>	<b>\$0</b>	<b>\$50</b>	<b>\$50</b>	<b>\$0</b>		<b>\$50</b>	<b>\$50</b>	<b>\$50</b>	<b>\$0</b>	<b>\$50</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$50</b>	<b>\$35</b>

\*\*County commission due based on percent of monies collected: 10 percent up to and including \$20,000 & 4 percent of amounts over \$20,000

\*\* Cancellation Fee – Order of Sale, Writ of Execution and Turn over order (Excludes Tax Foreclosure order of sale) with Judgment creditors direction to withhold or release levy, withhold collection, cancel, or recall without collection of judgment and cost shall include all cost incurred and cancellation fee.

If ordered by the court to transport to or from out of county Court of Jurisdiction, a fee per hour, per officer, plus mileage at IRS allowable rate, plus lodging costs.

# CONSTABLE & SHERIFF FEE SCHEDULE

Charged by the Constables and Sheriff of Williamson County

Effective January 1, 2023



Citation, Justice, County, District, Probate, Forcible Entry & Detainer (Including by Publication)	\$80.00
Subpoena (Civil)	\$80.00
Summons (Civil)	\$80.00
Writ of possession ‡	\$200.00
Percept	\$150.00
Writ of Execution & Order of Sale **	\$200.00
Turn over order ‡	\$150.00
Posting Notice	\$30.00
Notice	\$80.00
Protective Order (charged to the respondent)	\$150.00
Writ of Attachment ‡	\$200.00
Writ of Sequestration ‡	\$200.00
Writ of Re-entry ‡	\$200.00
Writ of Garnishment	\$150.00
Writ of Retrieval / Order of Retrieval ‡	\$200.00
Distress Warrant	\$200.00
Tax Warrant	\$150.00
Injunction & Temporary Restraining Order ‡	\$150.00
Interrogatories ‡	\$150.00
Civil Show Cause & Notice of Hearing	\$150.00
Executing Bill of Sale / Deed	\$30.00
All other writs ‡	\$200.00
Fingerprints	\$5.00
Accident Report	\$6.00
Character Letter	\$6.00
Alarms	\$25.00
Dangerous Dog Registration (annually)	\$150.00

\*\* County commission due based on percent of monies collected: 10 percent up to and including \$20,000 & 4 percent of amounts over \$20,000

\*\* Cancellation Fee \$500.00 – Writ of Execution & Order of Sale (Excludes Tax Writs & Tax Foreclosure Order of Sale) with Judgment creditors direction to withhold or release levy, withhold collection, cancel, or recall without collection of judgment and cost shall include all cost incurred and cancellation fee.

‡ For Writs and Orders served which exceed two hours, an additional fee of \$75/hour/deputy is required to perform service. If ordered by the court to transport to or from out of county Court of Jurisdiction, a fee per hour, per officer, plus mileage at IRS allowable rate, plus lodging costs.

**Commissioners Court - Regular Session****14.****Meeting Date:** 08/09/2022

Approval of 2nd Extension of Contract #1708-179 Electronic Payment Processing System for Certified Payments for County Treasurer

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

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**Information****Agenda Item**

Discuss, consider and take appropriate action on approving a three-month emergency contract extension with Certified Payments in order to allow additional time to prepare criteria for the Purchasing Agent to advertise for a new Request for Proposals.

**Background**

Per County Treasurer's request, an additional three-month extension has been requested to allow additional time to complete a new solicitation. The first extension term will expire as of September 30, 2022, and the second extension term will expire on December 31, 2022. There is no funding source for this contract. All merchant service fees are paid by the customers making the payments. Department Point of Contact is Scott Heselmeyer.

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**Fiscal Impact**

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

Second Addendum

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**Form Review****Inbox**

Purchasing (Originator)  
County Judge Exec Asst.  
Form Started By: Kim Chappius  
Final Approval Date: 08/04/2022

**Reviewed By**

Joy Simonton  
Becky Pruitt

**Date**

08/04/2022 06:53 AM  
08/04/2022 08:22 AM  
Started On: 08/03/2022 01:42 PM



THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

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**SECOND ADDENDUM  
FOR  
SERVICES CONTRACT  
BETWEEN  
WILLIAMSON COUNTY, TEXAS  
AND  
ACCELERATED CARD COMPANY LLC, d/b/a CERTIFIED PAYMENTS**

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

THIS ADDENDUM TO SERVICE CONTRACT (**Accelerated Card Company, LLC, d/b/a Certified Payments**, Williamson County RFP #1708-179) is made and entered into by and between Williamson County, Texas (hereinafter "County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Accelerated Card Company, LLC, d/b/a Certified Payments** (hereinafter "Service Provider"), a corporation operating in the State of Texas with an address located at 100 Throckmorton St. Ste 200 Fort Worth, TX 76102. The County and Service Provider agree to the following additional terms to the Agreement between the parties:

**I.**

**Term:** The term of this Agreement shall be extended until December 31, 2022.

**II.**

In all other respects, the Agreement remains the same and is reaffirmed.

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

WILLIAMSON COUNTY:

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

Date: \_\_\_\_\_, 2022

ACCELERATED CARD COMPANY  
LLC, d/b/a CERTIFIED PAYMENTS:



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

Date: 8/3, 2022

**Commissioners Court - Regular Session****15.****Meeting Date:** 08/09/2022

CTTC Lease Agreement - No changes

**Submitted For:** Melissa Ramos**Submitted By:** Melissa Ramos, Adult Probation**Department:** Adult Probation**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider and take appropriate action on a Lease Agreement between Williamson County, as Lessor, and the Williamson County Community Supervision and Corrections Department, as Lessee, for the premises located at 601 N. Alligator Street, Granger, Texas (the Central Texas Treatment Center Facility).

**Background**

The county has leased this property to Williamson County Community Supervision and Corrections Department for purpose of housing the Central Texas Treatment Center Facility. The term of the lease would be for a period of three (3) years, commencing on September 1, 2022 and ending on August 31, 2025. The rent to Williamson County would be \$10,000 per month.

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**Fiscal Impact**

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

Lease cover letter

CTTC Lease

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Melissa Ramos

Final Approval Date: 08/04/2022

**Reviewed By**

Becky Pruitt

**Date**

08/04/2022 08:17 AM

Started On: 08/03/2022 11:52 AM



**WILLIAMSON COUNTY  
COMMUNITY SUPERVISION and  
CORRECTIONS DEPARTMENT  
(ADULT PROBATION)**

301 S.E. Inner Loop Road  
P.O. Box 251  
Georgetown, TX 78627-0251  
Phone: (512) 943-3500  
Fax: (512) 943-3510  
[www.adultprobation.net](http://www.adultprobation.net)

**JAMESON PENNINGTON  
CSCD DIRECTOR**

---

To: Williamson County Commissioners Court

From: Jameson Pennington, Williamson County CSCD Director

Re: Central Texas Treatment Center Lease Renewal

Date: August 2, 2022

The Central Texas Treatment Center (CTTC) is a 100-bed community corrections facility located in Granger, Texas. CTTC is a long-term residential substance abuse treatment facility which is grant funded by the Texas Department of Criminal Justice. Williamson County CSCD has received TDCJ funding to operate the facility since 1990. In 2002, Williamson County purchased the current location in Granger and has leased the building to the CSCD since that time.

The current lease agreement is set to expire at the end of August 2022 and the proposed lease renewal is for a three (3) year term continuing at a rate of \$10,000 a month.

CTTC has been continually recognized as one of the most successful substance abuse facilities in the State of Texas. I am proud that such a life saving program continues to be located here in Williamson County.

Respectfully,

A handwritten signature in black ink, appearing to read "Jameson Pennington", is written over a horizontal line.

Jameson Pennington  
Director  
Williams County CSCD

# LEASE AGREEMENT

This Lease Agreement is made and entered into by and between Williamson County, hereinafter referred to as Lessor, and the Williamson County Community Supervision and Corrections Department, hereinafter referred to as Lessee. Authority for this Lease Agreement is granted by the Texas Interlocal Cooperation Act, Chapter 791 of the Texas Government Code.

In consideration of the mutual covenants and agreements herein set forth, and other good and valuable consideration, Lessor does hereby demise and lease to Lessee and Lessee does hereby lease from Lessor, the premises and building situated at 601 N. Alligator Street in Granger, Texas, and hereinafter referred to as the "Premises".

## I. TERM

The term of this Lease Agreement shall be for a period of three (3) years, commencing on September 1, 2022 and ending on August 31, 2025.

## II. RENT

Lessee agrees to pay rent to Lessor the sum of \$10,000 per month, payable by the tenth (10<sup>th</sup>) day of each month.

## III. MAINTENANCE AND SURRENDER

Lessor shall at its expense and risk maintain the roof, foundation, underground or otherwise concealed plumbing, the structural soundness of the exterior walls (including all windows, windows glass, plate glass, and all doors), and all other parts of the building and other improvements on the leased premises in good repair and condition, including but not limited to, repairs (including all necessary replacements) to the exterior plumbing, windows, window glass, plate glass, doors, HVAC system, fire protection system, interior of the building in general, and maintenance of the parking and common areas outside the building. Lessor will regularly, or at least annually, perform any mold related examinations and tests necessary to insure that unsafe levels of mold are not present in the building. Lessee will perform periodic checks of the attic and subfloor areas, to determine the existence of any water leaks or environments conducive to the growth of mold. Lessor agrees to remediate any mold damage or growth that may occur on the Premises, and repair or replace any parts of the building damaged by mold.

Lessee shall, throughout the lease term, maintain the building and other improvements constituting the lease premises and keep them free from waste or nuisance, repair any damages to the Premises caused by Lessee, and shall deliver up the Premises in a clean and sanitary condition at the termination of this Lease Agreement in good repair and condition, except for reasonable wear and tear and damage by fire, tornado, or other casualty. In the event Lessee should neglect to reasonably maintain the leased premises, Lessor shall have the right, but not the obligation, to cause repairs or corrections to be made, and any reasonable costs therefore shall be paid by Lessee to Lessor as additional rental on the next rental installment date.

Any physical additions or improvements to the Premises made by Lessee will become the property of Lessor.

Upon the expiration of this Lease Agreement, Lessee shall have the right to remove from the leased premises its personal property and shall make any necessary repairs to the Premises of damage caused in connection with the removal of said property, if any, within fifteen (15) days of the expiration date. Lessor may require that Lessee, at termination of this Lease Agreement and at Lessee's expense, remove any physical additions and improvements, repair any alterations, and restore the Premises to the condition existing at the commencement date, normal wear excepted.

#### IV. OBLIGATIONS OF LESSOR AND LESSEE

Lessee shall pay all utility charges of water, electricity, sewer, heat, gas, and power used in and about the leased premises, all such charged to be paid by Lessee to the utility company or municipality furnishing the same, before the same shall become delinquent.

Lessee shall maintain insurance on any personal or Lessee owned property.

Lessor will provide and maintain network connectivity to the premises.

Lessor and Lessee release each other from any claim, by subrogation or otherwise, for any damage to the Premises, the building, or personal property within the building, by reason of fire or the elements, regardless of cause, including negligence of Lessor or Lessee. This release applies only to the extent permitted by law, the damage is covered by insurance proceeds, and the release does not adversely affect any insurance coverage.

If the Premises are damaged by casualty and can be restored within ninety (90) days, the Lessor will, at its expense, restore the Premises to substantially the same condition that existed before the casualty. If Lessor fails to complete restoration within ninety (90) days from the date of written notification by Lessee to Lessor of the casualty, Lessee may terminate this Lease Agreement by written notice to Lessor.

If the Premises cannot be restored within ninety (90) days, Lessor has an option to restore the Premises. If Lessee chooses not to restore, this Lease Agreement will terminate. If Lessor chooses to restore, Lessor will notify Lessee of the estimated time to restore and give Lessee an option to terminate this Lease Agreement by notifying Lessor within ten (10) days. If Lessee does not terminate this Lease Agreement, the lease will continue and Lessor will restore the Premises as provided above.

To the extent the Premises are untenable after the casualty, the rent will be adjusted as may be fair and reasonable.

#### V. DEFAULT

If Lessee shall allow the rent to be in arrears more than thirty (30) days after written notice of such delinquency, or shall remain in default under any other condition of this Lease Agreement for a

period of thirty (30) days after written notice from Lessor, Lessor may at its option, terminate this Lease Agreement, or in the alternative, Lessor may reenter and take possession of said premises and remove all persons and property therefrom, without being deemed guilty of any manner of trespass and without prejudice to any legal remedies which may be used for the collection of rent.

If Lessor defaults in the performance of any term, covenant, or condition required to be performed by him under this Lease Agreement, Lessee may elect either one of the following:

(A) After thirty (30) days written notice to Lessor, Lessee may elect to remedy such default by any necessary action and all sums expended or obligations incurred by Lessee in connection therewith shall be paid by Lessor to Lessee in demand: or

(B) Elect to terminate this Lease Agreement on giving at least thirty (30) days written notice to Lessor of such intention, thereby terminating this Lease Agreement on the date designated in such notice, unless Lessor shall have cured such default prior to the expiration of the thirty (30) day period.

#### VI. INSPECTION BY LESSOR

Lessee shall permit Lessor and his agents to enter into and upon the leased premises at all reasonable times for the purpose of inspecting the same or for the purpose of maintaining or making repairs or alterations to the building.

#### VII. OPTIONS

Any holding over by Lessee of the leased premises after the expiration of this Lease Agreement or any extension or renewal thereof shall operate and be construed as a month to month tenancy and the Lessee shall be obligated to make the monthly rental as set forth above.

#### VIII. MISCELLANEOUS

All notices provided to be given under this Lease Agreement shall be given by certified mail or registered mail, addressed to the proper party, at the following addresses:

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

LESSEE:  
CSCD Director  
P.O. Box 251  
Georgetown, Texas 78627

This Lease Agreement 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.

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

No amendment, modification, or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

The rights and remedies provided by this Lease Agreement are cumulative and the use of any one right or remedy by either party shall not preclude or waive its rights to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statutes, ordinance or otherwise.

No waiver by the parties hereto of any default or breach of any of the terms of this Lease Agreement whereby the party not in default employs attorneys to protect or enforce its rights hereunder and prevails, then the defaulting party agrees to pay the other party reasonable attorneys' fees so incurred by such other party.

Neither Lessor nor Lessee shall be required to perform any term, condition, or covenant in this Lease Agreement so long as such performance is delayed or prevented by force of nature, which means acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and any other cause not reasonably within the control of Lessor or Lessee and which by the exercise of due diligence, Lessor or Lessee is unable, wholly or in part, to prevent or overcome.

This Lease Agreement will be subject to the availability of funds as appropriated by the State Legislature and as made available by the Community Justice Assistance Division of the Texas Department of Criminal Justice. If such funds become reduced or unavailable, this Lease Agreement shall be subject to immediate modification, reduction or termination.

#### IX. ENTIRE AGREEMENT

This Lease Agreement is the entire agreement of the parties, and there are no oral representation, warranties, agreements, or promises pertaining to this Lease Agreement or to any expressly mentioned exhibits and riders not incorporated in writing in this Lease Agreement.

IN WITNESS WHEREOF, the undersigned Lessor and Lessee hereto execute this Lease Agreement in multiple originals to be effective as of September 1, 2022.

LESSOR:

\_\_\_\_\_  
Bill Gravell  
County Judge  
Williamson County, Texas

LESSEE:

\_\_\_\_\_  
*Jameson Pennington*  
Jameson Pennington  
CSCD Director  
Williamson County, Texas



**Commissioners Court - Regular Session****16.****Meeting Date:** 08/09/2022

Approval of Purchase Agreement for Three (3) Scanners from Pitney Bowes for County Tax Office

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

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**Information****Agenda Item**

Discuss, consider, and take appropriate action on approving the agreement between Williamson County and Pitney Bowes for a total amount of \$8,152.35 for three (3) mail scanners, pursuant to the TPASS State contract #985-L1, and authorizing the execution of this agreement.

**Background**

This purchase of the three (3) Send Suite wireless mail scanners with single bay cradles and ethernet adapters to track and receive mail using a cloud-based solution will benefit the Williamson County Tax Office annex offices. This purchase will also include basic installation, training and a one-year hardware maintenance plan for the three (3) scanners for \$540.00 each year, starting in year two. Legal, Contract Audit, IT and Budget have reviewed this agreement. The line item expenditure is being charged to 01.0100.0499.004500. The department point of contact is Judy Kocian.

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**Fiscal Impact**

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

Pitney Bowes Quote Tax Office Scanners

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**Form Review****Inbox**

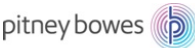
Purchasing (Originator)  
County Judge Exec Asst.  
Form Started By: Mary Watson  
Final Approval Date: 08/04/2022

**Reviewed By**

Joy Simonton  
Becky Pruitt

**Date**

08/03/2022 10:42 PM  
08/04/2022 08:21 AM  
Started On: 08/01/2022 01:17 PM



Purchase Agreement/Equipment and Software Maintenance Agreement

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Agreement Number

Your Business Information

Full Legal Name of Client / DBA Name of Client	Tax ID # (FEIN/TIN)
WILLIAMSON COUNTY OF	746000978

Sold-To: Address
904 S MAIN ST, GEORGETOWN, TX, 78626-5829, US

Sold-To: Contact Name	Sold-To: Contact Phone #	Sold-To: Account #
Judy Kocian	(512) 943-1954	0016660337

Bill-To: Address
904 S MAIN ST, GEORGETOWN, TX, 78626-5829, US

Bill-To: Contact Name	Bill-To: Contact Phone #	Bill-To: Account #	Bill-To: Email
Judy Kocian	(512) 943-1954	0016660337	jkocian@wilco.org

Ship-To: Address
904 S MAIN ST, GEORGETOWN, TX, 78626-5829, US

Ship-To: Contact Name	Ship-To: Contact Phone #	Ship-To: Account #
Judy Kocian	(512) 943-1954	0016660337

PO #

Your Business Needs

Qty	Item	Business Solution Description	Sales Type	Price
1	SSOADDON	SendSuite Tracking Online Add-on	PURCHASE	\$ 0.00
	F90I	Basic Installation and Training	PURCHASE	\$ 0.00
	SSSD	Implementation Day Rate	PURCHASE	\$ 1,218.00
1	STDSLA	Standard SLA-Equipment Service Agreement (for SendSuite Tracking Online Add-on)	SLA	\$ 540.00
3	T6MD	SSTO - Wireless Mobile Scanner T6MD	PURCHASE	\$ 3,401.70
3	T790031	Single Bay Cradle for T764/5, T6MD/E	PURCHASE	\$ 1,964.04
3	T790032	Ethernet Adapter T764/5, T6MD/E	PURCHASE	\$ 1,568.61

Purchase Total**	\$ 8,152.35
Monthly Total**	\$ 0.00
Annual Total**	\$ 540.00

\*\*Plus applicable taxes which will be applied at the time of billing.

Your Payment Plan

Quarterly Billing Total**		Annual Billing Total**		Tax Exempt
Type	Fees	Type	Fees	
N/A	N/A	Equipment Maintenance	\$ 540.00	<input type="checkbox"/> Tax Exempt Certificate Attached <input type="checkbox"/> Tax Exempt Certificate Not Required  <input type="checkbox"/> Purchase Power® transaction fees included <input type="checkbox"/> Purchase Power® transaction fees extra

Shipping and Handling	\$ 0.00
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Initial Term : 12 Months  
\*\*Plus applicable taxes which will be applied at the time of billing.

Your Signature Below

By signing below, you agree to be bound by your State's/Entity's/Cooperative's contract, which is available at <http://www.pb.com/states>. The terms and conditions of this contract will govern this transaction.

ADSP016-169897; 985L1-1969  
State/Entity's Contract #

Client Signature  
Print Name  
Title  
Date  
Email Address

Sales Information

Boyd Hering	boyd.hering@pb.com
Account Rep Name	Email Address

**Commissioners Court - Regular Session****17.****Meeting Date:** 08/09/2022

Approval of E911 Anywhere® SaaS Software from Presidio Networked Solutions Group, LLC (RedSky Technologies, Inc.) for IT Department

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

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**Information****Agenda Item**

Discuss, consider and take appropriate action for approval of the Presidio Networked Solutions Group, LLC (Red Sky Technologies, Inc.) Statement of Work for services quote in the total amount of \$13,884.00, under TIPS Networking Equipment, Software and Services Co-op Contract #210503 to support County operations.

**Background**

E911 Anywhere® ("Service") is a Software offering that allows businesses to have a cost-effective option for E911 compliance. Customers use the Service in conjunction with Cisco Emergency Responder to utilize Automated Location Updates (ALI) for their enterprise and have emergency calls routed to the correct Public Service Answering Point ("PSAP") based on the location of the caller. E911 Anywhere® is licensed based on the number of location records the customer maintains. IT, Legal and Contract Audit have approved this agreement and statement of work (SOW). The line item expenditure is 01.0100.0503.003011. The Purchase Order #181036 was created on 7.7.22 as the quote did not require a signature and now the vendor is needing the SOW to be signed, which was not sent earlier. The department point of contact is Tammy McCulley.

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**Fiscal Impact**

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

Redacted copy of original Presidio-RedSky quote

Red Sky (Presidio) SOW 8.9.22

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**Form Review****Inbox**

Purchasing (Originator)  
County Judge Exec Asst.  
Form Started By: Mary Watson  
Final Approval Date: 08/04/2022

**Reviewed By**

Joy Simonton  
Becky Pruitt

**Date**

08/03/2022 10:23 PM  
08/04/2022 08:19 AM  
Started On: 07/27/2022 09:06 AM

## QUOTE:

DATE: 07/05/2022  
PAGE: 1 of 1

**TO:** Williamson County  
Thomas Gillespie  
301 SE Inner Loop Suite 106  
Georgetown, TX 78626  
  
thomas.gillespie@wilco.org  
(p) 512-943-1108  
(f) (512) 943-1672

**FROM:** Presidio Networked Solutions Group, LLC  
Daniel Guzman  
10415 Morado Circle  
The Campus Building 1  
Suite 320  
Austin, TX 78759  
  
dguzman@presidio.com  
(p) +1.512.795.7146

**Customer#:** [REDACTED]  
  
**Account Manager:** Daniel Guzman  
**Inside Sales Rep:** Greg Hubbard  
**Title:** Redsky x450

**Contract Vehicle:** TIPS Networking Equipment, Software and Services  
210503

#	Part #	Description	Unit Price	Qty	Ext Price
<b>SP-REDSKY</b>		Initial Term: 12 months Auto-Renewal Term: Do Not Renew	Billing Model: Prepaid Requested Start Date: 07/16/2022		
1	SP-REDSKY	SolutionsPlus: RedSky Product Offers	\$0.00	1	\$0.00
<b>Recurring Charges</b>					
2	SP-RS-E911A	E911 Anywhere Cloud Service	\$356.00	1 Each for 12 months	\$4,272.00
3	SP-RS-E911A-ELIN	Anywhere Cloud Service ELIN, with MyE911 client	\$1.78	450 Each for 12 months	\$9,612.00
<b>Total Recurring Charges:</b>					<b>\$13,884.00</b>
<b>Total:</b>					<b>\$13,884.00</b>

<b>Sub Total:</b>		<b>\$13,884.00</b>
<b>Grand Total:</b>		<b>\$13,884.00</b>

This quote is governed by Terms and Conditions of TIPS Contract Number 210503

Quote valid for 30 days from date shown above.

Pursuant to this contract your PO must reflect the following TIPS Contract Number 210503

No signed quote. PO required.



## STATEMENT of WORK

Between

Red Sky Technologies, Inc.

and

Williamson County

This Statement of Work ("SOW") is between Red Sky Technologies, Inc. ("Red Sky") with offices located at 333 North Michigan Avenue, 16th Floor, Chicago, Illinois 60601 and Williamson County ("Customer"), with offices located at OfficeLocation, and is made part of the Red Sky Technologies, Inc. Terms of Service for E911 Service(s) agreement (the "Agreement").

### 1.0 Product Descriptions

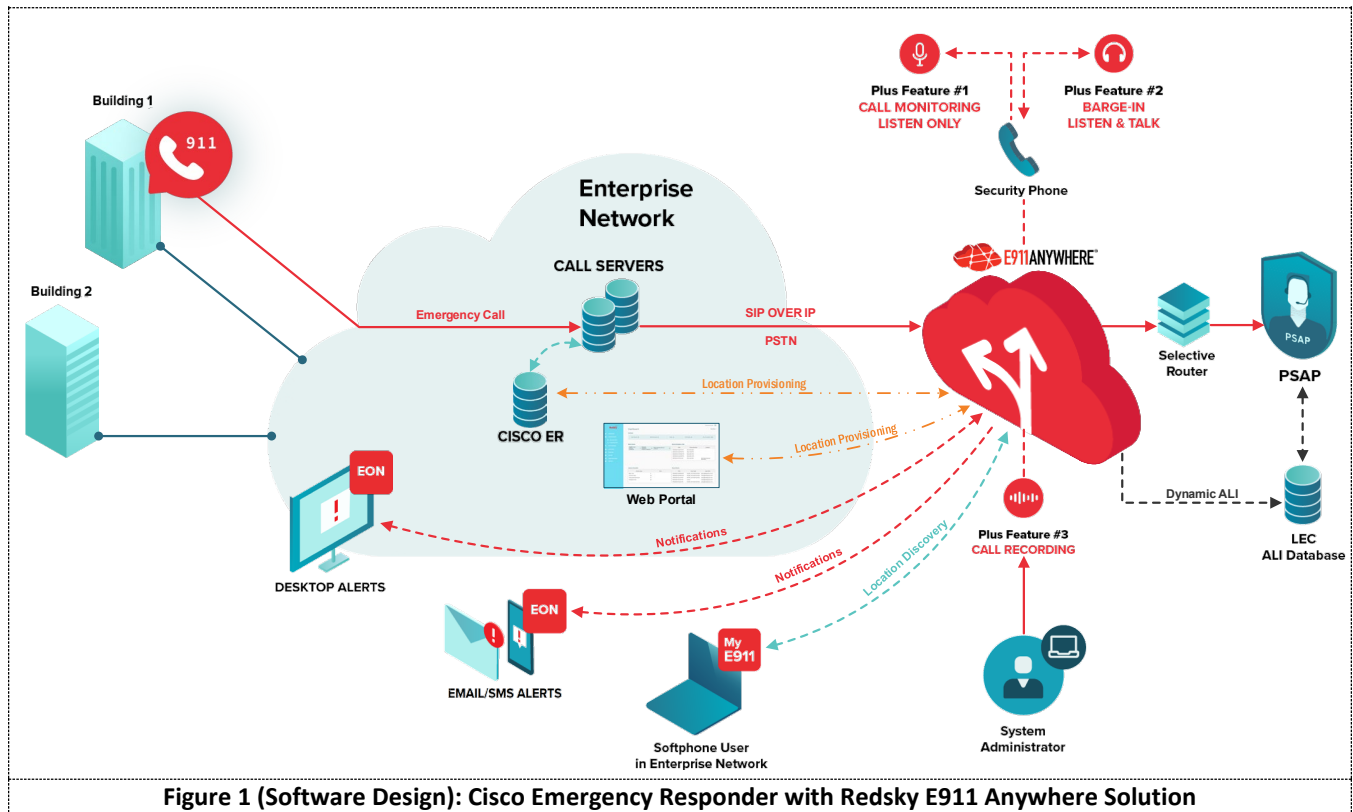
E911 Anywhere® ("Service") is a Software as a Service offering that allows businesses to have a cost-effective option for E911 compliance. Customer can use the Service in conjunction with Cisco Emergency Responder to automate ALI updates for their enterprise and have emergency calls routed to the correct Public Service Answering Point ("PSAP") based on the location of the caller. E911 Anywhere® is licensed based on the number of location records the customer maintains.

Product	Description
<b>E911 Anywhere® Service</b>	Subscription for cloud-based routing service. Includes CER support, EON, and Plus Bundle features (Emergency Call Monitoring, Call Barge-In, and Call-Recording)
<b>ELINs</b>	Subscription for Emergency Location Identification Numbers in E911 Anywhere®
<b>MyE911® Client</b>	Support for standalone softphone clients that tracks the location of softphone users inside and outside the enterprise network. Included with the ELIN license.

## 2.0 Solution Design: Description of the Services

Design Configuration			
Call Server Integration	<i>Select all that apply:</i>		
	Call Server Type	Version(s)	Qty
	<input type="checkbox"/> Avaya CM w/AES		
	<input type="checkbox"/> Avaya Session Manager		
	<input type="checkbox"/> Avaya/Nortel CS1000		
	<input checked="" type="checkbox"/> Cisco UCM w/ CER		
	<input type="checkbox"/> Unify OSV		
	<input type="checkbox"/> Microsoft Lync/SFB		
	<input type="checkbox"/> Microsoft Teams		
	<input type="checkbox"/> Genesys Pure Engage		
	<input type="checkbox"/> Genesys Pure Connect		
	<input type="checkbox"/> Other:		
RedSky Products	<i>Select all that apply:</i>		
	<input checked="" type="checkbox"/> E911 Anywhere®	<input checked="" type="checkbox"/> E911 Anywhere® Plus Bundle	
	<input checked="" type="checkbox"/> EON Email/SMS	<input checked="" type="checkbox"/> Call Recording	
	<input checked="" type="checkbox"/> MyE911®	<input checked="" type="checkbox"/> Call Monitoring	
		<input checked="" type="checkbox"/> In Process Call Barge	
		<input checked="" type="checkbox"/> EON Client	
Device Discovery Method(s)	<i>Select all that apply:</i>		
	<input type="checkbox"/> IP Ranges	<input type="checkbox"/> BSSID	
	<input type="checkbox"/> MAC Address	<input type="checkbox"/> LLDP	
Call Routing	<input type="checkbox"/> PSTN	<input type="checkbox"/> SIP	
Notes:			

## 2.1 Solution Design Diagram



Figure(s) above provide an overview of the Red Sky suite of products including: E911 Anywhere® Service (E9-1-1 solution for Cisco ER), MyE911®, and Red Sky Emergency Notification Services (“EON”). As set forth in Section 3.0 (Project Scope), Red Sky will provide access to the Service to Customer which includes the following components:

- RedSky E911 Anywhere®
- Emergency Call Delivery Interface
- Location Provisioning Interface
- Emergency On-Site Notification
  - Email/SMS alerts
  - EON Client (Optional Product)
- MyE911® (Optional Product)

## 3.0 Project Scope

The Customer and Red Sky will be required to perform specific tasks as outlined in this Section 3.0. The following requirements are needed to configure the Service

### 3.1.1 Customer Responsibilities

- 3.1.1.1 Execute this SOW.
- 3.1.1.2 Complete a Project Completion Checklist within ten (10) days after submission by Red Sky to Customer
- 3.1.1.3 Complete Customer Information Worksheet
- 3.1.1.4 Route properly formatted calls to the Service as defined in the ICD
- 3.1.1.5 Configure Cisco ER with Intrado Emergency Response Locations (“ERLs”).



- a Refer to Cisco ER manual Chapter 6 - Using Cisco Emergency Responder with Intrado V9-1-1 Enterprise Services
- 3.1.1.6 Ensure all relevant personnel are available during the defined testing period
- 3.1.1.7 Follow the mutually agreed to call script during emergency test calls
- 3.1.1.8 Customer must use one of the supported browsers to access the Service User Interface. (See E911 Anywhere 7® Administration Guide)
- 3.1.1.9 Administrator must have network access to <https://anywhere.e911cloud.com>
- 3.1.1.10 Cisco ER Server must have network access to <https://anywhere.e911cloud.com>
- 3.1.1.11 Customer must be capable of configuring and troubleshooting all required hardware and software needed during the implementation, including but not limited to:
  - a Cisco Emergency Responder
  - b Call servers
  - c Session border controllers
  - d Data switches
  - e Wireless Access Points
  - f Firewalls
- 3.1.2 Red Sky Responsibilities
  - 3.1.2.1 Assign a PM that will act as the Customer's point of contact for Red Sky
  - 3.1.2.2 Consult with Customer to determine best practices for defining ELINs and ERLs
  - 3.1.2.3 Consult with Customer to determine the best method of call routing
  - 3.1.2.4 Provide Customer with a project plan defining a high-level overview of the project including all major milestones
  - 3.1.2.5 Provide Customer with access to the Service by establishing an account for the Customer in the Service ("Interface")
  - 3.1.2.6 Provide Customer with Cisco ER certificate and account setup information
  - 3.1.2.7 Accept properly formatted calls from Customer as defined in the E911 Anywhere® Service
  - 3.1.2.8 Perform emergency test calls on a mutually agreed upon subset of buildings not to exceed ten (10) percent of the total buildings defined in the Customer Information Worksheet
  - 3.1.2.9 Provide remote training sessions for up to eight (8) designated agents of the Customer
  - 3.1.2.10 Provide an online administration guide to the Customer
- 3.2 PSTN Trunking**
  - 3.2.1 Customer must outpulse a 10-digit ELIN for all calls routed to the service by PSTN
- 3.3 SIP Trunking**
  - 3.3.1 Customer Responsibilities
    - 3.3.1.1 Customer must send a 10-digit ELIN in the 'P-Asserted-Identify' field or 'From' field in the SIP INVITE for all calls routed to the service by SIP
    - 3.3.1.2 Customer must send 911 as the called party in the SIP header for all calls routed to the service by SIP
  - 3.3.2 RedSky Responsibilities
    - 3.3.2.1 Provide customer with IP address of RedSky SIP gateway
- 3.4 Notification Requirements**
  - 3.4.1 **Emergency On-Site Notification - Email/SMS**
  - 3.4.2 Customer Requirements
    - 3.4.2.1 Customer will add e911cloud.com as a white-listed domain name if SPAM controls are in place
    - 3.4.2.2 Customer must be capable of receiving email or SMS messages
  - 3.4.3 RedSky Requirements
  - 3.4.4 Red Sky will configure the Customer's account in the Service to send email/SMS notifications to all users identified as 9-1-1 call Notification Recipients in Customer Information Worksheet
- 3.5 Emergency On-Site Notification - Client**

- 3.5.1 Customer Responsibilities
  - 3.5.1.1 Customer will install the EON client to all workstations that will receive EON client notifications
  - 3.5.1.2 EON workstations must have network access to \*.anywhere.e911cloud.com, \*.api.anywhere.e911cloud.com, <https://sqs.us-east-2.amazonaws.com/>, and <https://sns.us-east-2.amazonaws.com/>
  - 3.5.1.3 EON workstation must be a supported Operating System (See EON data sheet for specific details)
- 3.5.2 Red Sky Responsibilities
  - 3.5.2.1 Red Sky will provide EON client installer
  - 3.5.2.2 Red Sky will configure the Customer's account on the Service to send EON client notifications to all users identified as EON Notification Recipients in the Customer Information Worksheet

### **3.6 E911 Anywhere® Plus Bundle Requirements:**

- 3.6.1 **Call Recording:**
- 3.6.2 Customer Responsibilities
  - 3.6.2.1 Customer must provide an email of the person authorized and responsible for downloading Call Recording files
  - 3.6.2.2 Customer must remove any Call Recording within thirty (30) days from the date time stamp of the 9-1-1 call
  - 3.6.2.3 Customer must provide any and all archival storage facilities required for long term storage of Call Recording files and Customer must transfer Call Recordings from the RedSky system to the Customer's archival storage facility
- 3.6.3 RedSky Responsibilities
  - 3.6.3.1 RedSky will provide instructions for authorized sign-in to the Call Recording system
  - 3.6.3.2 RedSky will authorize access to the Call Recording system via authenticated Email and Password
  - 3.6.3.3 RedSky will store Call Recordings for thirty (30) days from the date time stamp of the 9-1-1 call
  - 3.6.3.4 RedSky will make the Call Recording file available via E911 Anywhere® to the authorized Administrators only
  - 3.6.3.5 RedSky will automatically delete Call Recordings on the 31st day after the call was recorded
- 3.6.4 **Call Monitoring:**
- 3.6.5 Customer Responsibilities
  - 3.6.5.1 Customer must provide RedSky with a dialable ten digit telephone number of the desired termination device to be bridged into active 9-1-1 calls
  - 3.6.5.2 Customer must subscribe to specific buildings where call monitoring is desired
  - 3.6.5.3 Customer may answer bridged 9-1-1 calls for monitoring. This does not impact the delivery of the 9-1-1 call to the appropriate PSAP
  - 3.6.5.4 Customer must provide adequate SIP facilities to carry inbound and bridged 9-1-1 calls to maintain a P.01 Grade of Service
- 3.6.6 RedSky Responsibilities
  - 3.6.6.1 RedSky will configure E911 Anywhere® Plus Bundle to deliver all 9-1-1 calls originated from a subscribed building to the Customer specified dialable ten digit telephone number
  - 3.6.6.2 RedSky will attempt to create a conference call between the 9-1-1 caller, the PSAP, and the configured monitoring station. If the call is not answered at the monitoring station for any reason, no further action will be taken
- 3.6.7 **In Process Call Barge:**
- 3.6.8 Customer Responsibilities
  - 3.6.8.1 Customer is responsible to notify Users that a company representative may participate in a 9-1-1 call for the purposes of enhancing the public safety response
  - 3.6.8.2 Customer is responsible for training desired personnel on the methods of activating the In Process Call Barge process
- 3.6.9 RedSky Responsibilities

3.6.9.1 RedSky will activate the In Process Call Barge feature for all 9-1-1 calls that originate in buildings that are subscribed to the Call Monitoring feature.

3.6.9.1.1 Note: In Process Call Barge is only available on a monitored call

3.6.9.2 RedSky will provide Customer instructions to activate the call In Process Call Barge process. This feature must be activated on a per call basis

### 3.7 MyE911®

#### 3.7.1 Customer Responsibilities

3.7.1.1 Customer will dedicate a unique phone number or Device User ID to identify each MyE911® user

3.7.1.2 If using Alternate Device User ID feature, Customer will provide a 10-digit callback number to be used in the event of a dropped call when configuring the MyE911® user with an alternate Device User ID

3.7.1.2.1 Customer must configure SBC to send *E911-User-ID* SIP header containing the alternate Device User ID

3.7.1.3 Customer will provide an email address for each MyE911® user for device verification

3.7.1.4 Customer will install MyE911® client to all workstations that will use MyE911® for evaluation;

3.7.1.5 MyE911® workstations must have network access to \*.anywhere.e911cloud.com and \*.api.anywhere.e911cloud.com

3.7.1.6 MyE911® workstation must be a supported Operating System (See MyE911® data sheet for specific details)

#### 3.7.2 RedSky Responsibilities

3.7.2.1 RedSky will provide Customer MyE911® installer

3.7.2.2 RedSky will insert callback number into the call based on previously defined user and the *E911-User-ID* header in the SIP INVITE

3.7.2.3 RedSky will create all MyE911® users defined in the Customer Information Worksheet

### 3.8 MyE911® for Mobile

#### 3.8.1 Customer Responsibilities

3.8.1.1 Customer will be responsible for downloading and installing app from the Google Play and/or the Apple App Store (supported platforms)

3.8.1.1.1 Apple iOS v15.0+

3.8.1.1.2 Android OS v9.0+

### 3.9 Product Training

3.9.1.1 RedSky will electronically provide an administration guide to the Customer

3.9.1.2 RedSky will provide training to Customer for up to eight (8) agents via web conferencing. The training curriculum will be tailored to cover all the products and services purchased from RedSky.

### 3.10 Assumptions

The below list defines the assumptions made prior to RedSky's initiation of Service

3.10.1.1 Customer has available DID numbers to be used for emergency phone numbers.

3.10.1.2 Customer owns an available DID to be used as an emergency phone number for every location that will be defined in the application.

3.10.1.3 Customer is able to route 9-1-1 calls to Red Sky Technologies.

3.10.1.4 Implementation work is performed between the hours of 8-5 CT.

## 4.0 Deliverable and Cost

### 5.0.1 Deliverables

Deliverables	Description
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<b>Setup and Activation</b>	Red Sky will open an account for the Customer on the Service. Red Sky will provide a digital Cisco ER certificate
<b>Documentation: Administration/User Guide</b>	Administration and User documentation provided.
<b>Training</b>	Customer Training on the Service.
<b>EON Alert Software (Client) EON Alert (Email)</b>	(Optional) Software client which resides on a workstation that will receive emergency notifications of a 9-1-1 call. Red Sky will configure Email/SMS notifications for 9-1-1 calls.
<b>MyE911® Software/MyE911® for Mobile</b>	Optional Software client which resides on a laptop, workstation or smartphone which provides real time location updates for softphone users.

#### 4.1 Description of Costs:

4.1.1 Additional Fees for Call Routing Changes: Additional fees may be charged at a later date if there are changes to the method of routing a 9-1-1 call to the Service after implementation including but not limited to:

- 4.1.1.1 Conversion of PSTN to SIP
- 4.1.1.2 Conversion of SIP to PSTN
- 4.1.1.3 Addition of a trunk
- 4.1.1.4 VPN peer IP address change

4.1.2 Additional Fees for Maintenance and Support Services: Any additional services or assistance requested by Customer from Red Sky will be billed at the current Red Sky professional services rate of \$250.00 per hour. (See Limitations section below for more information about Technical Support).

4.1.3 ERC EXPENSES. An emergency 911 call that cannot be connected to the appropriate Public Safety Answering Point ("PSAP") due to incomplete or missing location data is a "Failed User Emergency 9-1-1 Call." Failed User Emergency 9-1-1 Calls will be routed to an emergency call response center ("ERC") which is an external call center, contracted by RedSky, that operates 24/7 and is staffed by trained and certified professionals that receive 911 calls which cannot be connected to the appropriate PSAP. The ERC will then, to the extent possible, route the call to the appropriate PSAP, based on the location information communicated by the 9-1-1 caller. Customer will be responsible for and will reimburse RedSky for all expenses associated with any calls that are routed to the ERC ("ERC Expenses"). In the event of delivery of a call to the ERC, RedSky will, within 24 hours of such call, notify Customer of the call and any associated ERC Expenses. If Customer has purchased a prepaid block of ERC calls, each ERC call will be deducted from Customer's "bank" of calls. If Customer has not purchased a prepaid block of ERC calls, Customer agrees to pay Red Sky ERC Expenses in the amount of \$100.00 per call. Invoices for such ERC Expenses are delivered to Customer on the last day of every month and payable thirty (30) days from the date of the invoice.

RedSky requires the following information for these charges:

Billing Address:

Accounting Department name and email:

Accounting Department phone:

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#### 5.0 Project Schedule

Red Sky and Customer have dedicated tasks and responsibilities during each phase of the project.

The Project has a series of four (4) Phases described in detail below:

- 5.1.1 The Assessment Phase which will begin with the Kickoff Meeting.
- 5.1.2 The Implementation Phase which involves the setup and configuration of the solution.
- 5.1.3 The Validation Phase which includes testing and validation of the solution.
- 5.1.4 The Training Phase which involves Red Sky providing training to the Customer.

**Assessment Phase – (Estimated 1 week)**

Description	Responsible Party
Kick-off Meeting	RedSky
Completion of all data entry within Cisco ER	Customer
Identify test cases and users	RedSky/Customer
Determine call routing method	RedSky/Customer

**Implementation Phase – (Estimated 1 week)**

Description	Responsible Party
Creation of Cisco ER certificate	Red Sky
Installation of Cisco ER certificate	Customer
Validation of data import from Cisco ER	Red Sky/Customer
Configure Emergency Notification (EON Client and/or SMS/Email)	Red Sky
Configure call routing method	Red Sky/Customer

**Validation Phase – (Estimated 1 week)**

Description	Responsible Party
Perform internal testing	Customer
Switch to “LIVE” service	Red Sky
Schedule testing with PSAP	Customer
Place test emergency calls	Customer
Confirm receipt of emergency notifications	Customer

**Training and Transfer Phase – (Estimated 1 week)**

Description	Responsible Party
Schedule training session	Red Sky
Acceptance	Red Sky and Customer

## 6.0

### Contact Information

RedSky Primary Contact		RedSky Secondary Contact	
Name:	Adam Vedas	Name:	Ian Senne
Title:	Senior Regional Sales Director	Title:	Director of Professional Services
Email:	adam.vedas@everbridge.com	Email:	ian.senne@everbridge.com

Phone Number:	312-432-5934	Phone Number:	(312) 432-5970
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Customer Primary Contact		Customer Secondary Contact	
Name:		Name:	
Title:		Title:	
Email:		Email:	
Phone Number:		Phone Number:	

## **7.0 SOW Change of Scope Procedure (if applicable)**

All changes to this Statement of Work shall be agreed to in writing and signed by an authorized representative of each Party.

## **8.0 Acceptance of Deliverables**

Red Sky will notify Customer when each Deliverable and Product is ready for acceptance. Customer shall provide Red Sky with a writing to indicate acceptance ("Customer Acceptance") or rejection. Customer shall use reasonable efforts to accept or reject each Deliverable and Product within thirty (30) calendar days from the receipt of the Deliverable or Product. If rejected, Customer shall clearly state the reason(s) for rejection. Within five (5) business days of the notice of rejection, Red Sky shall present a corrective action plan to Customer, for Customer approval. Red Sky shall then make the corrections and resubmit the Deliverable or Product to Customer without any additional cost or expense to Customer.

## **9.0 Limitations**

This SOW does not include any expressed or implied commitments on the part of RedSky to perform any additional work activities that are not defined in this SOW. Any additional services or assistance outside of the scope of this SOW requested by Customer from RedSky will be billed at current professional services rate of \$250 per hour. All requests for onsite work by a RedSky representative must be made in writing, two weeks (at a minimum) prior to the desired date. Customer will not be responsible for any billing unless it has been notified beforehand, in writing, and has so agreed.

.....

In WITNESS WHEREOF, the parties have entered into this Statement of Work as a part of an agreement.

RedSky Technologies, Inc  
*(RedSky)*



*(Authorized Signature)*

Phillip E. Huff  
*(Print Name)*

7/27/2022  
*(Date)*

Williamson County  
*(Customer)*

*(Authorized Signature)*

*(Print Name)*

*(Date)*

## **Attachment A: Definitions/Acronyms**

Terms used herein with initial capital letters shall have the respective meanings set forth (i) in this SOW, if defined herein, or (ii) in the Agreement. When used in this SOW, the definitions and acronyms listed below shall have the following meanings:

**"Affiliate"** means those legal entities in which Customer owns or controls, directly or indirectly, more than 50% of such entity's outstanding shares or securities (representing the right to vote for the election of directors or other managing authority).

**"ALI"** means automatic location information.

**"Anniversary Date"** means the date on which annual renewals will occur

**"ANI"** means automatic number identification.

**"API"** means application programming interface.

**"Documentation"** means the documentation pertaining to the use of the Software and Services and made available to Customer by Red Sky.

**"E911A" or "E911A Service"** means E911 Anywhere®.

**"ELIN"** (Emergency Location Identification Number) means a valid North American Numbering Plan format telephone number, assigned to the MLTS Operator by the appropriate authority that is used to route the call to a PSAP and is used to retrieve the ALI for the PSAP.

**"End Point"** means a device capable of making a voice telephone call.

**"EON"** means Emergency Onsite Notification.

**"ERC"** (The Emergency Relay Center) means a center staffed by trained and certified professionals that receives 9-1-1 calls that cannot be connected to the appropriate Public Safety Answering Point (PSAP).

**"ERC Expenses"** means any costs incurred by Red Sky as a result of the incorrect use of the Software or Services, including costs associated with Failed User Emergency 9-1-1 Calls that are routed to an ERC due to invalid, missing or incomplete User Location Data placed in the Service.

**"ERL"** means emergency response location.

**"Interface"** means the software program that enables the Customer to enter User Location Data into the Service.

**"LEC"** means local exchange carrier.

**"ND"** means network discovery.

**"OEM"** means original equipment manufacturer.

**"PBX"** means private branch exchange.

**"PM"** means project manager.

**"PSAP"** (Public Safety Answering Point) means a call center staffed by trained emergency telephone operators who receive and answer emergency telephone calls for police, firefighting and ambulance services and then dispatch the necessary emergency services.

**"PS-ALI"** means (Private Switch) automatic location information.

**"PSTN"** means public switched telephone network.

**"Purchase Order"** means the written request to purchase a Service, a license to a Software Product, or Professional Services under the Agreement, either in the form of the execution of a written Quotation from Red Sky or a formal, written purchase order or similar documentation intended to achieve the same purpose, and that is acceptable to and has been accepted by Red Sky, either in writing, or by delivery of Services, Software Products or Professional Services.

**"SaaS"** means software as a service.

**"SMS"** means short message service.

**"Software"** means one or more Red Sky computer software programs in object code format, and provided by Red Sky to Customer, including any updates; modifications or new releases of such computer software program as may be provided by Red Sky to Customer from time to time. The specific products licensed hereunder are those specified in the Purchase Order, this SOW or invoices,

**"Software License Fees"** means the fees for Software licensed by Customer as identified in the SOW or invoices.



**“SRSD”** means the Service Requested Start Date. The date the service will be active for the Customer. If a Service Requested Start Date is not available, the SOW execution date will be used.

**“Support”** means technical support services described in the main body of the Agreement and the Schedules attached thereto.

**“Term”** has the meaning set forth in Section 3 of the main body of the Agreement.

**“TOS”** means Terms of Service.

**“User”** means the Customer’s user, typically an employee, agent, or visitor that uses the Customer’s telephony system.

**“User Location Data”** means location data for each Phone, End Point or ELIN.

**“VPC”** means voice positioning center.

**Commissioners Court - Regular Session****18.****Meeting Date:** 08/09/2022

Approval of ILA between Williamson County and Capital Area Council of Governments (CAPCOG)

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

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**Information****Agenda Item**

Discuss, consider, and take appropriate action on approving the Interlocal Agreement (ILA) between Williamson County and Capital Area Council of Governments (CAPCOG) for 9-1-1 Geographic Information Systems Database Management, and authorizing the execution of the agreement.

**Background**

This ILA is the annual agreement between Williamson County and CAPCOG for the delivery of 9-1-1 Geographic Information Systems Data. It is the County's funding for 9-1-1 Database and Addressing Programs in the Technology Services Department FY23. This agreement first requires the County's signature as it originated with CAPCOG. The department point of contact is George Strebel.

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**Fiscal Impact**

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

911 GIS agreement CAPCOG

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**Form Review****Inbox**

Purchasing (Originator)  
County Judge Exec Asst.  
Form Started By: Mary Watson  
Final Approval Date: 08/04/2022

**Reviewed By**

Joy Simonton  
Becky Pruitt

**Date**

08/03/2022 10:30 PM  
08/04/2022 08:20 AM  
Started On: 07/28/2022 11:54 AM

# **Capital Area Council of Governments Interlocal Agreement for 9-1-1 Geographic Information System Database Management FY 2023**

## **1. Parties and Purpose**

- 1.1. The Capital Area Council of Governments ("CAPCOG") is a regional planning commission and political subdivision of the State of Texas organized and operating under the Texas Regional Planning Act of 1965, as amended, chapter 391 of the Local Government Code. One of CAPCOG's functions includes the operation of the Capital Area Emergency Communications District ("CAECD" or "the District") a regional emergency communications district of the State of Texas organized and operating under Chapter 772, Subchapter G of the Health and Safety Code, as amended. On behalf of the District, CAPCOG desires to ensure the highest quality in its 9-1-1 Geographic Information System (GIS) data in order to ensure the success of the region's transition to Next Generation 9-1-1 emergency communications service within the District.
- 1.2. Williamson County ("PUBLIC AGENCY") is Texas County that has agreed to participate in maintaining and updating the district's 9-1-1 GIS database and exercises its authority under Section 251.013 of the Texas Transportation Code to name public roads and assigning address numbers to property located in unincorporated areas of the county.
- 1.3. This Interlocal Agreement (ILA) is entered into between CAPCOG and PUBLIC AGENCY under Chapter 791 of the Texas Government Code in order to compensate the PUBLIC AGENCY for the work required to maintain and update the district's 9-1-1 GIS database.
- 1.4. For the purpose of carrying out CAPCOG's duties and obligations under this agreement, the parties understand and agree that references to CAPCOG includes its employees, officers, directors, volunteers, agents (including the Capital Area Council of Governments – CAPCOG), and their representatives, individually, officially, and collectively.

## **2. Goods and Services**

- 2.1. PUBLIC AGENCY agrees to carry out the scope of work in Attachment A in accordance with the data requirements in Attachment B.

## **3. Cooperative Purchasing**

- 3.1. CAPCOG may periodically identify opportunities to cooperatively purchase goods or services for the 9-1-1 GIS data for participating organizations.
- 3.2. If PUBLIC AGENCY chooses to participate in a cooperative purchase of 9-1-1 GIS goods or services organized by CAPCOG, PUBLIC AGENCY agrees that CAPCOG may deduct the cost of PUBLIC AGENCY's share of those goods or services from the contract price otherwise payable to the PUBLIC AGENCY.

4. Effective Date and Term of Contract

- 4.1. This contract takes effect October 1, 2022, and terminates on September 30, 2023, unless terminated earlier under Section 10.

5. Contract Price and Payment Terms

- 5.1. For work performed under this agreement, CAPCOG agrees to compensate PUBLIC AGENCY an amount not to exceed \$449,313.85.
- 5.2. PUBLIC AGENCY agrees to invoice CAPCOG as follows for deliverables as described in Attachment A for these quarters:

October 1, 2022 – December 31, 2022: \$112,328.46, invoice due by close of business, Tuesday, January 9, 2023

January 1, 2023 – March 31, 2023: \$112,328.46, invoice due by close of business, Friday, April 7, 2023;

April 1, 2023 – June 30, 2023: \$112,328.46, invoice due by close of business, Monday, July 10, 2023; and

July 1, 2023 – September 30, 2023: \$112,328.47, invoice due by close of business, Friday, October 6, 2023.

Timely submission of invoices will be considered in CAPCOG's evaluation of PUBLIC AGENCY's performance of this ILA, and CAPCOG reserves the right to reject any invoice submitted more than 90 days after the end of each quarter.

- 5.3. PUBLIC AGENCY agrees to submit a performance report along with each invoice in accordance with the scope of work in Attachment A. If CAPCOG determines that PUBLIC AGENCY has not meet performance expectations described in Attachment A, CAPCOG will provide a written explanation to PUBLIC AGENCY, and PUBLIC AGENCY agrees to provide, within five business days, a comprehensive explanation of the performance deficiency and a plan for achieving performance targets during the next quarter.
- 5.4. CAPCOG agrees to pay invoices within 30 days after receiving a correct invoice, after CAPCOG determines that the PUBLIC AGENCY has fulfilled its obligations for the quarter in accordance with Attachment A.
- 5.5. CAPCOG reserves the right to reject in whole or part a quarterly invoice in part or in whole if PUBLIC AGENCY has not adequately fulfilled its obligations under this ILA.

6. Compliance with Applicable Law and Policy

- 6.1. PUBLIC AGENCY agrees to comply with all applicable law and policy in carrying out this ILA.

7. Independent Contractor, Assignment, and Subcontracting

- 7.1. PUBLIC AGENCY is not an employee or agent of CAPCOG, but furnishes goods and services under this ILA solely as an independent contractor.

- 7.2. PUBLIC AGENCY may not assign its rights or subcontract its duties without the written consent of CAPCOG. An attempted assignment or subcontract in violation of this section is void.
- 7.3. If CAPCOG consents to PUBLIC AGENCY's subcontracting of duties, each subcontract is subject to all of the terms and conditions of this ILA, and PUBLIC AGENCY agrees to furnish a copy of this ILA to each subcontractor and furnish, upon request, a copy of PUBLIC AGENCY's contract with any subcontractor to CAPCOG.
- 7.4. If PUBLIC AGENCY wishes to assign the role of project representative to anyone other than a PUBLIC AGENCY employee to serve as its project representative for this ILA, it shall provide documentation to CAPCOG that the subcontractor consents to serve in this capacity.

## 8. Records and Monitoring

- 8.1. PUBLIC AGENCY agrees to maintain records adequate to document its performance and costs of carrying out this ILA at PUBLIC AGENCY's offices.
- 8.2. Subject to additional requirements of section 8.3, PUBLIC AGENCY agrees to preserve the records for three fiscal years after receiving final payment under this ILA.
- 8.3. If an audit or information in the records is disputed or the subject of litigation, PUBLIC AGENCY agrees to preserve the records until the dispute or litigation is finally concluded, regardless of the ending or early termination of this contract.
- 8.4. Upon advance and reasonable notice to the PUBLIC AGENCY, CAPCOG is entitled to inspect and copy, during normal business hours at PUBLIC AGENCY's offices where they are maintained, the records maintained under this contract for as long as they are preserved. CAPCOG is also entitled to visit PUBLIC AGENCY's offices, talk to its personnel, and audit its records, all during normal business hours, to assist in monitoring its performance under this contract.
- 8.5. CAPCOG reserves the right to visit PUBLIC AGENCY's offices to monitor performance of this contract at least during the performance period to ensure compliance with applicable law and policy. If CAPCOG exercises this option, it will provide PUBLIC AGENCY with a written monitoring report within 30 calendar days of the visit. The report will describe any compliance issues and schedule a follow-up visit if necessary.
- 8.6. CAPCOG agrees to notify PUBLIC AGENCY at least 24 hours in advance of any intended visit under this Section other than as described in Section 8.5. Upon receipt of CAPCOG's notice, PUBLIC AGENCY agrees to notify the appropriate department(s) specified in the notice of CAPCOG's intended visit.

## 9. Nondiscrimination and Equal Opportunity

- 9.1. PUBLIC AGENCY shall not exclude anyone or entity from participating in PUBLIC AGENCY's duties under this ILA, deny benefits under this ILA, or otherwise discriminate against anyone in carrying out this contract because of any protected category under CAPCOG's personnel policies, which include race, color, religion, sex, age, disability, handicap, veteran status, national origin, sexual orientation, or gender identity.

- 9.2. If PUBLIC AGENCY procures goods or services with funds made available under this ILA, PUBLIC AGENCY agrees to comply with CAPCOG's affirmative action procurement policy, which is set out in CAECD's 9-1-1 Policies and Procedures Manual.

## 10. Early Termination of Contract

- 10.1. If CAPCOG or PUBLIC AGENCY breaches a material provision of this ILA, the other may notify the breaching party describing the breach and demanding corrective action. The breaching party has five business days from its receipt of notice to correct the breach, or to begin and continue with reasonable diligence and in good faith to correct the breach. If the breach cannot be corrected within a reasonable time as agreed by the parties, despite the breaching party's reasonable diligence and good faith effort to do so, the non-breaching party may terminate the contract or may invoke the dispute resolution process of section 11.
- 10.2. If this ILA is terminated under this section, CAPCOG and PUBLIC AGENCY are entitled to compensation for goods and services provided the other before receiving notice of the suspension or termination. However, neither CAPCOG nor PUBLIC AGENCY is liable to the other for costs it paid or incurred under this contract made after or in anticipate of its receipt of notice of suspension or termination. The fraction of the maximum amount owed for each period described in sections 5.1 and 5.2 will be calculated based on the quarterly amount and fraction of CAPCOG business days during that quarter when the PUBLIC AGENCY carried out work pursuant to this ILA.
- 10.3. Termination for breach under Section 10.1 does not waive either party's claim for direct damages resulting from the breach, and both CAPCOG and PUBLIC AGENCY among other remedies may withhold from compensation owed the other an amount necessary to satisfy its claim against the other.
- 10.4. The termination of this contract does not affect PUBLIC AGENCY's duty to preserve its records and permit inspection, copying, and auditing of its records and visitation of its premises and personnel under section 8.

## 11. Dispute Resolution

- 11.1. The parties desire to resolve disputes arising under this ILA without litigation. Accordingly, if a dispute arises, the parties agree to attempt in good faith to resolve the dispute between themselves. To this end, the parties agree not to sue one another, except to enforce compliance with this section 11, toll the statute of limitations, or seek an injunction until they have exhausted the procedures set out in this Section 11.
- 11.2. At the written request of either party, each party shall promptly appoint one non-lawyer representative to negotiate informally and in good faith to resolve any dispute arising under this ILA. The representatives appointed shall promptly determine the location, format, frequency, and duration of the negotiations.
- 11.3. If the representatives cannot resolve the dispute within 30 calendar days after the first negotiation meeting, the parties agree to refer the dispute to the Dispute Resolution Center of Austin for mediation in accordance with the Center's mediation procedures by a single

mediator assigned by the Center. Each party agrees to pay half the cost of the Center's mediation services.

- 11.4. The parties agree to continue performing their duties under this contract, which are unaffected by the dispute, during the negotiation and mediation process.
- 11.5. If mediation does not resolve the parties' dispute, the parties may pursue their legal and equitable remedies.
- 11.6. A party's participation in or the results of any mediation or other non-binding dispute resolution process under this section or the provisions of this section shall not be construed as a waiver by party of: (1) any rights, privileges, defenses, remedies, or immunities available to a party; (2) a party's termination rights; or (3) other termination provisions or expiration dates of this ILA.
- 11.7. Nothing shall prevent either party from resorting to judicial proceedings if (a) good faith efforts to resolve a dispute under these procedures have been unsuccessful, or (b) interim resort to a court is necessary to prevent serious and irreparable injury to a party or to others.

## 12. Notice to Parties and Project Representatives

- 12.1. Notice to be effective under this ILA must be in writing and received by the party against whom it is to operate. Notice is received by a party: A) when it is delivered to the party personally; B) on the date shown on the return receipt if mailed or registered or certified mail, return receipt requested, to the party's address specified in 12.2 or 12.3 and signed for on behalf of the party; or C) three business days after its deposit in the United States mail, with first-class postage affixed, addressed to the party's address specified in Section 12.2 or 12.3.
- 12.2. CAPCOG's address is 6800 Burleson Road, Building 310, Suite 165, Austin, TX 78744, Attn: Executive Director
- 12.3. PUBLIC AGENCY's address is: 301 SE Inner Loop, Suite 107, Georgetown TX 78526, Attn: Judge William Gravell Jr.
- 12.4. A party may change its address by providing notice of the change in accordance with Section 12.1
- 12.5. Devon Humphrey, CAPCOG GIS Program Manager, is CAPCOG's Project Representative, who is authorized to give and receive communications and directions on behalf of CAPCOG. All communications including all payment requests must be addressed to the CAPCOG's Project Representative or his designee. CAPCOG's Project Representative may indicate a designee through an e-mail to PUBLIC AGENCY's project representative. CAPCOG's Project Representative's phone number is (512) 916-6034, and his e-mail is [dhumphrey@capcog.org](mailto:dhumphrey@capcog.org)
- 12.6. George Strebel is PUBLIC AGENCY's Project Representative, who is authorized to give and receive communications and directions on behalf of PUBLIC AGENCY. All communications including all payment requests must be addressed to the PUBLIC AGENCY's Project Representative or his designee. The PUBLIC AGENCY's Project Representative may indicate a

designee through an e-mail to CAPCOG's project representative. PUBLIC AGENCY's Project Representative's phone number is (512) 943-1474, and his e-mail is [gstrebel@wilco.org](mailto:gstrebel@wilco.org).

### 13. Miscellaneous

- 13.1. Each individual signing this contract on behalf of a party warrants that he or she is legally authorized to do so and that the party is legally authorized to perform the obligations undertaken. The undersigned warrants that he or she: A) has actual authority to execute this contract on behalf of the governing body identified in this agreement; and verifies the governing body, by either minute order, resolution, or ordinance approved this agreement as required by Texas Government Code Section 791, as amended
- 13.2. This ILA shall be construed and interpreted in accordance with the laws of the State of Texas. Venue for all disputes hereafter shall be solely in Travis County.
- 13.3. This ILA states the entire agreement of the parties, and may be amended only by a written amendment executed by both parties, except that any alterations, additions, or deletions to the terms of this ILA which are required by changes in Federal or State law or regulation are automatically incorporated into this contract without written amendment hereto and shall become effective on the date designated by such law or regulation.
- 13.4. The following Attachments are part of this ILA: A) Scope of Work; and B) Data Requirements.
- 13.5. This contract is executed in duplicate originals.

WILLIAMSON COUNTY

CAPITAL AREA COUNCIL OF GOVERNMENTS

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

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

Name: William Gravell Jr.

Betty Voights

Title County Judge

Executive Director

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

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

Date of PUBLIC AGENCY Governing Body Approval:

\_\_\_\_\_



# Attachment A: Scope of Work

## Overview

The goal of this scope of work is to facilitate the exchange of geospatial information between PUBLIC AGENCY and CAPCOG to help ensure that efficient and accurate response to emergency calls and text messages in all areas of the Capital Area Emergency Communications District (CAECD). In order to accomplish this:

1. Calls and texts must be routed to the correct public safety answering point (PSAP);
2. The correct emergency service provider must be dispatched to the appropriate location; and
3. The emergency responders must be able to know the most efficient route to reach that location.

## Definitions

### Core 9-1-1 GIS data terminology:

1. **9-1-1 GIS Database:** The geospatial database maintained and updated by the PUBLIC AGENCY that includes, at a minimum, all address points (SSAPs), road centerlines (RCLs), PSAP boundaries, Emergency Service Boundaries (ESBs), Emergency Service Zone (ESZ) boundaries, and city limit (municipal) boundaries for the PUBLIC AGENCY's provisioning boundary
2. **Data Layer:** Also known as a Feature Class, is a group of geographic features that reside in a table of information with corresponding locations on the earth (map) represented as either points, lines, or polygons.
3. **Address Points (SSAPs):** A data layer of points identifying sites or structures associated with a street address, or the location of access to a site or structure, but may also represent landmarks.
4. **Road (Street) Centerlines (RCLs):** A data layer of lines estimating the centerline of a roadway that contains information such as road name, road classification, and address range
5. **City Limit (Municipal) Boundary:** A polygon data layer representing the geographic extent of a city's administrative boundary, not including any extra-territorial jurisdiction. Updates to City Limit boundaries are used to update PSAP, ESB, and ESZ boundaries.
6. **Automatic Location Information (ALI) Database:** A tabular database of landline telephone numbers with associated location information used to route 9-1-1 calls to a PSAP.
7. **Legacy Master Street Address Guide (MSAG) Database:** A tabular database of street names and house number ranges within their associated communities defining ESZs and their associated Emergency Service Numbers (ESNs) to enable proper routing of 9-1-1 calls.

### Specialized NG9-1-1 GIS terminology:

1. **Provisioning Boundary:** The authoritative polygon data layer that defines the PUBLIC AGENCY's geographic area of 9-1-1 GIS responsibility. This should be the entire extent of the PUBLIC AGENCY's administrative boundary, plus any other adjacent areas or minus areas within its administrative boundaries as agreed to between the PUBLIC AGENCY and another city or county. Provisioning boundaries may only be modified with express written concurrence between the PUBLIC AGENCY, adjacent PUBLIC AGENCIES, and CAPCOG.

The provisioning boundary should include the area that the PUBLIC AGENCY assigns address points and road names under its own authority, plus any other areas that the PUBLIC AGENCY does not have such authority, but with which it has entered into an exclusive agreement to obtain this information for the 9-1-1 GIS database. Situations that may warrant a change to a provisioning boundary include (but are not limited to): municipal annexations, disannexations, consolidation of two or more municipalities, formation of new municipalities, changes in PSAP service areas, and changes in emergency responder service areas.

2. **PSAP boundary**: The authoritative polygon data layer representing the geographic area within a provisioning boundary served by a single 9-1-1 call center (a PSAP), to which all emergency requests are initially routed.
3. **Emergency Service Boundary (ESB)**: A polygon data layer that represents the geographic area of responsibility for emergency response providers within the geographic extent of the provisioning boundary. Each 9-1-1 GIS database includes, at a minimum, a law ESB layer, a fire ESB layer, and an Emergency Medical Services (EMS) ESB layer.
4. **Emergency Service Zone (ESZ)**: A polygon data layer representing the area within a provisioning boundary served by a unique combination of law, fire, and EMS responders. ESZs are optional for inclusion in the NG9-1-1 GIS database.
5. **Database Schema**: Also known as Data Model, is the database structure with regard to field properties, including data type, field value constraints, etc. Converting one database schema to another involves field-matching (field-mapping) and other compatibility considerations.
6. **Geo-MSAG**: A geospatially-based database that replaces the MSAG and is created and managed using a road centerline GIS dataset. A city or county must first transition from a traditional tabular MSAG to a Geo-MSAG before it can transition to NG9-1-1. In order to qualify to initiate the transition to a Geo-MSAG, a county must achieve at least 98% match between ALI to RCL records as described later in this document.
7. **Globally Unique IDs (GUIDs)**: A unique identifier that is assigned to each record (feature) in an PUBLIC AGENCY's 9-1-1 GIS database; a GUID uniquely identifies a feature both within the PUBLIC AGENCY's 9-1-1 GIS database provisioning boundary and across all 9-1-1 GIS databases.

#### **Quality Control terminology:**

1. **Enterprise Geospatial Data Management System (EGDMS)**: A cloud-based quality control platform provided by AT&T/Intrado used for identifying critical errors that affect call and dispatch routing that will be used by the PUBLIC AGENCY to provision (determines acceptable) data to CAPCOG's NG9-1-1 system for call routing. EGDMS does not assess "significant" errors that affect dispatch.
2. **DataHub**: a cloud-based quality control platform provided by GeoComm that, in addition to being able to identify critical errors, can also identify "significant" and "other" errors in a PUBLIC AGENCY's 9-1-1 GIS database. DataHub is the system that will provide data to a call taker's map display in the near future.
3. **New Error**: Any error present in the PUBLIC AGENCY's 9-1-1 GIS database update for the first time.
4. **Legacy Error**: Any error in the PUBLIC AGENCY's 9-1-1 GIS database update that was also present in a preceding update.

5. **Accuracy Rate:** The percentage of features that have been assessed by EGDMS, DataHub, or both, as being free of errors or matching a related database.
6. **Error Rate:** The percentage of features that have been assessed as having a critical error, significant error, or as not matching a related database.
7. **Critical Error:** Any error in the PUBLIC AGENCY's 9-1-1 GIS database assessed by EGDMS or DataHub that cause, or have a potential of causing, a critical fault in the routing of a 9-1-1 emergency service request call or text to the correct PSAP; the EGDMS system prevents data with critical errors from being uploaded to the NG9-1-1 system. Examples include (but are not limited to) gaps and overlaps between several of the data layers described above.
8. **Significant Error:** Any error in the PUBLIC AGENCY's 9-1-1 GIS database update found by GeoComm's Data Hub quality control software that cause, or have a potential of causing, a critical fault in Computer-Aided Dispatch (CAD) mapping platforms or other related systems.
9. **Other Error:** Any error in the PUBLIC AGENCY's 9-1-1 GIS database identified by GeoComm's Data Hub quality control software other than a "critical" or "significant" error.

## Task 1: Basic Work

Task 1 involves information gathering and data preparation needed for the 9-1-1 GIS database but does NOT involve updating the 9-1-1 GIS database directly.

Task 1.A: PUBLIC AGENCY shall submit to CAPCOG, at least once a month, a comprehensive record of 9-1-1 related information needed for complete and updated 9-1-1 GIS database records for all areas within the PUBLIC AGENCY's Provisioning Boundary consisting of:

1. Street Addresses
2. Roads
3. City limit boundaries
4. Law ESB\*
5. Fire ESB\*
6. Emergency Medical Service ESB\*
7. ESZs\*
8. Other pertinent information

\*Shall be submitted if changes are requested for CAPCOG approval, otherwise these data are not required to be submitted as part of monthly dataset (see Task 1D).

Data submitted by PUBLIC AGENCY must adhere to requirements laid out in Attachment B.

Task 1B: PUBLIC AGENCY shall enter into and maintain agreements with all other local governments with the authority to assign address points, assign road names and address ranges, alter municipal boundaries, or change the geographic coverage of emergency service providers in order to ensure that these entities provide such data to PUBLIC AGENCY in a timely manner. When such changes occur, PUBLIC AGENCY shall provide CAPCOG with adequate advance notice of any substantive changes that could or should affect PSAP boundaries, ESB boundaries, provisioning boundaries, or any sub-contracting in order for an orderly transition as a result of any pending new agreement, amendment, or agreement termination. PUBLIC AGENCY shall submit a copy of each of these agreements to CAPCOG no later than October 5, 2022.

Task 1C: PUBLIC AGENCY shall be responsible for conveying any relevant information from CAPCOG regarding 9-1-1 GIS database integrity to other local governments and governmental entities partially or wholly within its provisioning boundary.

Task 1D: PUBLIC AGENCY shall provide to CAPCOG information from any County Commissioners' Court meetings or City Council meetings that would affect PUBLIC AGENCY's performance of this contract, including (but not limited to) changes to PSAPs, ESBs/ESZs, annexation, or subcontracting. PUBLIC AGENCY's Project Representative is expected to keep track of County Commissioners Court and City Council meeting agendas to determine if an item may affect the performance of this contract, and notify CAPCOG's project representative of any such issues as soon as possible, but no later than 2 days prior to the Commissioners Court or City Council meeting. Such information includes, but is not limited to, annexation notices, disannexation notices, and interlocal agreements related to emergency services and coverage areas. To the extent possible, CAPCOG will use the ESB and ESZ data submitted by the PUBLIC AGENCY in the 9-1-1 system. However, CAPCOG reserves the right to make adjustments to these data and/or reinstate prior versions if the data submitted by PUBLIC AGENCY are found to have errors. Regardless of any such changes made by local governments within their provisioning boundary, those changes will not be made in the 9-1-1 system until this information is provided to CAPCOG, CAPCOG accepts the information, and makes the corresponding changes in the 9-1-1 system. CAPCOG shall make PUBLIC AGENCY aware of any required changes to these boundaries within three business days of being provided with the polygon data. Note that changes to these data may be sent to CAPCOG at any point during the month. PUBLIC AGENCY is responsible for downloading and using the latest authoritative version of the ESZ/ESB files used in the 9-1-1 system from CAPCOG at the beginning of each month to avoid repetition of errors if they have occurred.

Task 1.E: PUBLIC AGENCY shall send at least one representative to each scheduled 9-1-1 GIS User Group meetings (GMUG) and at least one training workshop hosted by CAPCOG during the performance period of this agreement.

Task 1.F: By October 7, 2022, PUBLIC AGENCY shall submit to CAPCOG a listing of which agencies are responsible for assigning 9-1-1 addresses within all areas of their provisioning boundary. Ideally, this should take the form of a polygon layer identifying each distinct area covered by an agency with addressing responsibility.

## **Task 2: GIS Work for PSAP Map Updates**

Task 2 involves GIS work needed for directly maintaining and updating the 9-1-1 GIS database for use in monthly updates to PSAP mapping applications. This is work that CAPCOG would need to perform if the PUBLIC AGENCY did not do so. CAPCOG's expectation is that this work would be performed by a person, either on staff or subcontracted by the PUBLIC AGENCY, with responsibilities, knowledge, skills, education, and experience comparable to the state's "Geographic Information Specialist II" job description.<sup>1</sup> PUBLIC AGENCY must maintain at least one ESRI ArcGIS software license as specified in Attachment B in order to carry out this work. Task 2 includes the following sub-tasks:

Task 2.A: PUBLIC AGENCY shall submit all information required under Task 1.A that corresponds to GIS data layers in the 9-1-1 GIS database at least once a month. This will be provided in ESRI File

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<sup>1</sup> Available online at: <http://www.hr.sao.texas.gov/CompensationSystem/JobDescriptions/>

geodatabase format (.gdb) pursuant to Attachment B and any other CAPCOG guidance on the 1<sup>st</sup> business day of each month or up to five business days prior to the 1<sup>st</sup> business day of the month. PUBLIC AGENCY shall first submit road centerline, street address point, city limit boundary data and their respective ALI extract for that month to DataHub in order to identify and address any mismatches between the ALI database and PUBLIC AGENCY's RCL and address point data, "critical" errors, and "significant" errors. PUBLIC AGENCY shall submit city limit boundaries that include the entire extent of any city limits wholly or partially located within its provisioning boundary, including any part of a city limit boundary that extends outside of its provisioning boundary. The quality control systems require the 9-1-1 GIS database to match the standardized database schema (data model) for these systems through field-matching (field-mapping) procedures and other standards.

Task 2.B: PUBLIC AGENCY shall address any errors identified by DataHub validation checks (reports) or CAPCOG Quality Control reports from those systems as soon as possible, but no later than the following conventional monthly submission to CAPCOG. This includes coordination with adjacent PUBLIC AGENCIES and CAPCOG where necessary.

Task 2.C: PUBLIC AGENCY shall address any other discrepancies identified by authorized stakeholders including, but not limited to, PSAP 9-1-1 call-takers.

Task 2.D: At least once a month, PUBLIC AGENCY shall back up the 9-1-1 GIS database and store it in a secure place. PUBLIC AGENCY shall include a record of the dates the database was backed up in the activity reports that are required to be submitted with quarterly invoices.

Task 2.E: In addition, PUBLIC AGENCY shall maintain the ALI database within the PUBLIC AGENCY's provisioning boundary. This includes, but is not limited to, correcting telephone number database errors, maintenance and quality-control of an accurate 9-1-1 call location map.

Task 2.F: If CAPCOG identifies any situations in which a road centerline is coincident with a provisioning boundary, PUBLIC AGENCY is responsible for coordinating with any adjacent agencies sharing responsibility for that road centerline to determine which agency will be responsible for maintaining which portions of the road centerline data prior to the next monthly data submission. Once CAPCOG confirms that both agencies have agreed on a division of responsibility, those road centerline features will be considered the exclusive responsibility of each agency in order to avoid duplication.

### **Task 3: Updates for Call-Routing**

In a NG9-1-1 environment, the GIS database is used not only for PSAP mapping applications, but also to route both cell and landline phone calls to the proper PSAP. Whereas for the monthly PSAP map update, CAPCOG aggregates data submitted from PUBLIC AGENCY with all of the other local governments under contract with CAPCOG and the pushes these data out to the PSAPs, for call routing updates, PUBLIC AGENCY will submit data directly to EGDMS.

Task 3.A: PUBLIC AGENCY shall submit the most recent 9-1-1 road centerline and street address GIS data from Task 2 to EGDMS at least once a month on the first business day of the month or up to five business days prior to that date. While PUBLIC AGENCY may submit updates to EGDMS more frequently than once a month, it will be expected to make at least one submission within this window each month and CAPCOG will only be assessing performance based on PUBLIC AGENCY's submission during this

window. RCL updates submitted by PUBLIC AGENCY to EGDMS will automatically update PUBLIC AGENCY's GeoMSAG.

Task 3.B: To the extent EGDMS identifies any critical errors in the 9-1-1 databases submitted by PUBLIC AGENCY, PUBLIC AGENCY must work on correcting any such errors prior to the next monthly submission. Failure to make progress in correcting critical errors identified in the prior month's submission will be noted in CAPCOG's comprehensive performance reports and should be noted and explained in quarterly reports submitted by PUBLIC AGENCY when submitting an invoice to CAPCOG.

## Content of Quarterly Reports

Along with each quarterly invoice, PUBLIC AGENCY will submit an activity report that contains all of the following information related to activities that occurred in the quarter:

- For each applicable governmental entity with administrative boundaries within PUBLIC AGENCY's provisioning boundary, PUBLIC AGENCY shall provide a summary of actions taken each month relevant to the 9-1-1 GIS database, including any new records added since the last update and errors corrected.
- The date and time of the PUBLIC AGENCY's last backup of its 9-1-1 GIS database each month of the quarter.
- Dates and basic summaries (such as total number of features) of data submissions to CAPCOG.
- A summary of any work that involved resolution of boundary issues with other entities, correction of errors and resolution of any other issues related to this contract
- An explanation for any performance issues during the quarter and corrective action that will be taken to address and prevent such issues in the future, including:
  - Late or incomplete data submissions;
  - Failure to meet performance expectations for ALI to RCL match accuracy rates, critical error accuracy rates, or significant error rates; and
  - Any other issue identified by CAPCOG in a performance report.

CAPCOG will provide PUBLIC AGENCY the template to use for activity reports.

## Operational Timeline

The following timeline should be used by PUBLIC AGENCY in planning its submission of data to DataHub and CAPCOG for PSAP map updates (Task 2) and to EGDMS for and call-routing updates (Task 3):

Month	Submission Window	Error Correction Window	CAPCOG Pushes out PSAP Map Update
<b>October 2022</b>	9/26/2022 – 10/3/2022	10/4/2022 – 10/7/2022	10/11/2022
<b>November 2022</b>	10/25/2022 – 11/1/2022	11/2/2022 – 11/7/2022	11/9/2022
<b>December 2022</b>	11/22/2022 – 12/1/2022	12/2/2022 – 12/7/2022	12/9/2022
<b>January 2023</b>	12/22/2022 – 1/3/2023	1/4/2023 – 1/9/2023	1/11/2023
<b>February 2023</b>	1/25/2023 – 2/1/2023	2/2/2023 – 2/7/2023	2/9/2023
<b>March 2023</b>	2/22/2023 – 3/1/2023	3/2/2023 – 3/7/2023	3/9/2023
<b>April 2023</b>	3/27/2022 – 4/3/2022	4/4/2022 – 4/7/2023	4/11/2023
<b>May 2023</b>	4/24/2023 – 5/1/2023	5/2/2023 – 5/5/2023	5/9/2023
<b>June 2023</b>	5/24/2023 – 6/1/2023	6/2/2023 – 6/7/2023	6/9/2023

<b>Month</b>	<b>Submission Window</b>	<b>Error Correction Window</b>	<b>CAPCOG Pushes out PSAP Map Update</b>
<b>July 2023</b>	6/26/2023 – 7/3/2023	7/5/2023 – 7/10/2023	7/12/2023
<b>August 2023</b>	6/25/2023 – 8/1/2023	8/2/2023 – 8/5/2023	8/9/2023
<b>September 2023</b>	8/25/2023 – 9/1/2023	9/2/2023 – 9/8/2023	9/12/2023

## **Review of Deliverables and Invoices**

Upon receipt of each quarterly invoice, CAPCOG will divide payment into sixths, reflecting the submission of a complete road centerline and address point database in each of the three months that is useable in that month's PSAP map update:

1. Month 1: complete, updated road centerline database provided usable for map update by 5<sup>th</sup> business day of the month: 1/6 of quarterly invoice
2. Month 1: complete, updated address point database provided usable for map update by 5<sup>th</sup> business day of the month: 1/6 of quarterly invoice
3. Month 2: complete, updated road centerline database provided usable for map update by 5<sup>th</sup> business day of the month: 1/6 of quarterly invoice
4. Month 2: complete, updated address point database provided usable for map update by 5<sup>th</sup> business day of the month: 1/6 of quarterly invoice
5. Month 3: complete, updated road centerline database provided usable for map update by 5<sup>th</sup> business day of the month: 1/6 of quarterly invoice
6. Month 3: complete, updated address point database provided usable for map update by 5<sup>th</sup> business day of the month: 1/6 of quarterly invoice

## **CAPCOG Guidance and Direction**

In addition to the Performance Reports identified in Task 2.B, CAPCOG may issue technical guidance or direction to PUBLIC AGENCY's Project Representative that provides further clarification, interpretation, and details. Failure to follow any such guidance would constitute a performance deficiency for this agreement.

# **Attachment B: CAPCOG Next Generation 9-1-1 GIS Data Requirements Version 1 (October 2021)**

## **1 Summary**

The following geospatial data and corresponding attribute specifications are required to be regularly maintained by each county for Mapped Automated Location Information (ALI) and use in a Next Generation 9-1-1 system which relies on GIS for call and dispatch routing through the Location Validation Function (LVF) and Emergency Call Routing Function (ECRF).

This document is referenced in the Capital Area Council of Governments Interlocal Agreement for 9-1-1 Geographic Information System Database Management and is commonly called “Attachment B Requirements”.

The GIS Data requirements in this document are a condensed version of, and based upon, data standards created by NENA (National Emergency Number Association) as they are developed and evolve over time. These data model standards should be more thoroughly reviewed in the “NENA Standard for NG9-1-1 GIS Data Model” document. Specifics regarding address point placement methodologies should be reviewed in the “NENA Information Document for Development of Site/Structure Address Point GIS Data for 9-1-1” document. There are other useful resources and training, as well, that CAPCOG has created and can provide.

As per “Task 1.A and Task 2.A” in “Attachment A: Scope of Work”, please provide monthly updates of the 9-1-1 datasets referenced in this document in ESRI file geodatabase format to the GeoComm GIS Data Hub, Intrado EGDMS, and CAPCOG FTP location by close of business the 1st business day of each month. This ensures that data is available for the PSAPs by close of the 7th business day of that month. Submissions may be sent up to five business days before the 1st business day of the next month, but ideally would be sent on the 1st business day as CAPCOG wants to capture as many edits as possible that happen over the course of a given month. Incomplete datasets or other data abnormalities related to requirements may be returned to the county for correction, and must be returned by close of business on the 5th business day, however, this does not guarantee that the submission will be included in the dataset provided to the PSAPs. If there is a situation in which a submission is not possible by the end of the 1st business day of the month, CAPCOG must be made aware and will work with PUBLIC AGENCY to obtain that month’s data.

CAPCOG will update, create, and otherwise manage the PSAP and Provisioning Boundaries for each local jurisdiction and provide these data layers to jurisdiction for Task 2: GIS Work. CAPCOG will also provision these datasets to both quality-control systems for their use in call and dispatch routing as well as map display and reference. As described in Task 1B, PUBLIC AGENCY shall enter into and maintain agreements with all other local governments with the authority to assign address points, assign road names and address ranges, alter municipal boundaries, or change the geographic coverage of emergency service providers in order to ensure that these entities provide such data to county in a timely manner. When such changes occur, local jurisdiction shall provide CAPCOG with adequate



advance notice of any substantive changes that could or should affect PSAP boundaries, ESB/ESZ boundaries, provisioning boundaries, or any sub-contracting in order for an orderly transition as a result of any pending new agreement, amendment, or agreement termination.

PUBLIC AGENCY responsible for the creation and maintenance of the ESZ and ESB data within its provisioning boundary. To the extent possible, CAPCOG will use the ESB and ESZ data submitted by the local jurisdiction in the 9-1-1 system. However, CAPCOG reserves the right to make adjustments to these data and/or reinstate prior versions if the data submitted are found to have errors. Regardless of any such changes made by local governments within their provisioning boundary, those changes will not be made in the 9-1-1 system until this information is provided to CAPCOG, CAPCOG accepts the information, and makes the corresponding changes in the 9-1-1 system. CAPCOG shall make PUBLIC AGENCY aware of any required changes to these boundaries within three business days of being provided with the polygon data. Note that changes to these data may be sent to CAPCOG at any point during the month. The local jurisdiction is responsible for downloading and using the latest authoritative version of the ESZ/ESB files used in the 9-1-1 system from CAPCOG at the beginning of each month to avoid repetition of errors if they have occurred.

Regarding database fields and data types, each is very specific and must follow the exact guidelines outlined below. Remember to keep the field names in your database the same as those listed, and in the same order, and that all entries for every field must be in UPPER CASE. The complete attribute definitions shown in the GIS data tables are described and defined in the “Database Format” sections for each dataset. The data fields shown as Mandatory and Conditional must be present in the data. In the tables below, the column M/C/O is to indicate whether the attribute values is Mandatory (M), Conditional (C), or Optional (O).

- **Mandatory (M)** signifies an attribute value must exist
- **Conditional (C)** signifies that if the attribute information exists in the real world, it must be included. If no value exists for the feature, the individual value is left blank without an empty space (if text), or 0 (if numeric)
- **Optional (O)** signifies an attribute value may or may not be included in the data field

In the GIS data tables below, the **TYPE** column indicates the data type used for the data field.

- **TEXT** – string of alphanumeric characters including any combination of alphabetical letters A-Z and numbers 0-9
- **DATE** – Date and time using ISO 8601 compliant formats which are in the format of YYYY-MM- DD HH:MM:SS
- **DOUBLE** – double precision floating point numeric values with decimals
- **LONG** – whole numeric values ranging from -2,147,483,648 to +2,147,483,647 without decimals in the GIS data tables below, the **WIDTH** column indicates the number of allowable characters within each field.

## 2 Road Centerlines (RCL)

This line data represents road networks in the CAPCOG region. This layer includes the street names and address ranges used to assign an address.

The performance standard for the Road Centerlines feature class is 98% accuracy. This means that 98% of the database records should be free of critical and significant errors.

## 2.1 Graphic (Spatial) Edits

Each named street needs to be represented in the GIS graphically and include attribution for all database fields listed below. All unnamed streets included in the street centerline layer are required to have the designation “DRVW” entered in the ‘street name (ST\_NAME)’ field and have any other relevant attribute information completed, including the ‘CLASS’ field. When a street centerline is created or edited, several sources and methods can be used, including current aerial imagery, georeferenced survey plats, computer-aided design (CAD) files, parcels, mapping-grade GPS units in the field, or other authoritative sources or methods. The positional accuracy of addressed structures should be within +/- 5 feet of the center of the roadbed (the part on which vehicles travel) noting that when roadways are divided (i.e by a median) the roadbeds on each side should have a centerline drawn. In all cases each new street centerline will need to be split, or checked for gaps, at each jurisdiction and ESN line/boundary intersection. Street segment direction must be correct as well. These items and other geometric relationships are referred to as “topology”, and especially important for NG9-1-1 purposes.

## 2.2 Database Format

The following table details the data format requirements for the RCL database.

Table 2-1. RCL Database Format

FIELD NAME	M/C/O	TYPE	WIDTH	DESCRIPTION/ VALID ENTRIES
SOURCE	M	TEXT	75	Agency that last updated the record, i.e. FAYETTE, TRAVIS
PROVIDER	M	TEXT	75	The name of the regional 911 authority <i>CAPCOG will populate</i>
LAST_MOD	M	DATE	26	Date of last update using ISO 8601 format
EFF_DATE	O	DATE	26	Date the new record information goes into effect in ISO 8601 format
SEGMENTID	O	LONG	DEFAULT	Unique segment ID <i>CAPCOG will populate prior to uploading to PSAP.</i> <i>May also serve as a placeholder field to populate SITEUNGID field</i>
RCL_UNIQID	M	TEXT	100	Globally Unique ID for each road segment. Ex. 894RCL@co.blanco.tx.us
COUNTRY	M	TEXT	2	Country name represented by two capital letters
L_STATE	M	TEXT	2	Left state name by two letters defined by USPS publication 28
R_STATE	M	TEXT	2	Right state name by two letters defined by USPS publication 28
L_COUNTY	M	TEXT	40	Fully spelled county name on the left side of the road
R_COUNTY	M	TEXT	40	Fully spelled county name on the right side of the road
L_MUNI	M	TEXT	100	Name of municipality on Left, if none populate with “UNINCORPORATED”
R_MUNI	M	TEXT	100	Name of municipality on Right, if none populate with “UNINCORPORATED”
L_MUNI_DIV	C	TEXT	100	Name of municipality division on Left, i.e. “WARD 5 FRIENDSHIP DISTRICT”

<b>FIELD NAME</b>	<b>M/C/O</b>	<b>TYPE</b>	<b>WIDTH</b>	<b>DESCRIPTION/ VALID ENTRIES</b>
R_MUNI_DIV	C	TEXT	100	Name of municipality division on Right i.e. "WARD 5 FRIENDSHIP DISTRICT"
L_NBRHOOD	O	TEXT	100	Name of neighborhood or subdivision on Left
R_NBRHOOD	O	TEXT	100	Name of neighborhood or subdivision on Right
L_RNG_PRE	C	TEXT	15	Part of an address preceding the numeric address on Left
R_RNG_PRE	C	TEXT	15	Part of an address preceding the numeric address on Right
LF_ADDR	M	LONG	DEFAULT	Left address number at the FROM node
LT_ADDR	M	LONG	DEFAULT	Left address number at the TO node
RF_ADDR	M	LONG	DEFAULT	Right address number at the FROM node
RT_ADDR	M	LONG	DEFAULT	Right address number at the TO node
L_PARITY	M	TEXT	1	E, O, B, Z for Even, Odd, Both, or Zero (if the range is 0 to 0)
R_PARITY	M	TEXT	1	E, O, B, Z for Even, Odd, Both, or Zero (if the range is 0 to 0)
L_POST_COM	C	TEXT	40	City name for the ZIP of an address, as given in the USPS on Left
R_POST_COM	C	TEXT	40	City name for the ZIP of an address, as given in the USPS on Right
L_ZIP	C	TEXT	5	5-digit numeric postal code area on Left
R_ZIP	C	TEXT	5	5-digit numeric postal code area on Right
L_ESN	M	TEXT	5	5-digit Emergency Service Number as identified by ESN on Left. If the ESN number only has 2-3 digits, it must be preceded by zeros
R_ESN	M	TEXT	5	Emergency Service Number as identified by ESN on Right. Must be preceded by zeros if less than 5 digits, i.e. "00088" for ESN 88
L_MSAG	M	TEXT	30	Valid service community as identified by MSAG on Left
R_MSAG	M	TEXT	30	Valid service community as identified by MSAG on Right
PRE_MOD	O	TEXT	15	Word or phrase separate from type and direction that precedes PRE_DIR i.e. Access, Alternate, Business, Connector, Extension, Scenic, Spur, Ramp Underpass, Overpass
PRE_DIR	C	TEXT	2	Leading directional prefix N, S, E, W, NE, NW, SE, SW
PRE_TYPE	C	TEXT	20	Spelled out word or phrase that precedes and identifies a type of thoroughfare
ST_NAME	M	TEXT	60	Legal street name as assigned by local addressing authority
ST_TYPE	C	TEXT	4	Type of street following the street name, valid entries on USPS Pub 28

FIELD NAME	M/C/O	TYPE	WIDTH	DESCRIPTION/ VALID ENTRIES
POST_DIR	C	TEXT	2	Trailing directional suffix N, S, E, W, NE, NW, SE, SW
POST_MOD	C	TEXT	12	Word or phrase separate from type and direction that follows ST_NAME
FULL_NAME	M	TEXT	125	Full street name, should be a concatenation of 4 fields: PRE_DIR, ST_NAME, ST_TYPE and POST_DIR with no trailing or leading spaces
ST_ALIAS	C	TEXT	125	Entire alias street name assigned to street segment
ONE_WAY	O	TEXT	2	B, FT, TF for Both, FROM node to TO node, TO node to FROM node
SP_LIMIT	O	LONG	DEFAULT	Posted speed limit in MPH
CLASS	M	TEXT	4	Street type designation code (See Road Class Codes below)
RDCLS_TYP	O	TEXT	15	See valid Road Class Types below
NOTES	O	TEXT	75	Additional information

## 2.3 Road Class Codes ('Street Type') Designation

The following list of codes are used in the "Class" field in the RCL Database:

- IH – Interstate
- US – US highways SH – State highways
- FM – Farm to Market, Ranch Road, Ranch to Market
- LS – City Street, County Road, Park Road, Recreational, Frontage Road AC – Access Road, Crossover
- PVT- Private Road TR – Toll Road
- RAMP- On-ramp, Off-ramp
- DW – Driveways

## 2.4 Road Class I Types

The following list of codes are used in the "RDCLS\_TYP" field in the RCL Database:

- Primary Secondary
- Local (City, Neighborhood, or Rural Road) Ramp
- Service (usually along a limited access highway) Vehicular Trail (4WD, snowmobiles)
- Walkway (Pedestrian Trail, Boardwalk) Alley
- Private (service vehicles, logging, oil fields, ranches, etc.) Parking Lot
- Trail (Ski, Bike, Walking / Hiking Trail)

# 3 Site / Structure Address Points (SSAP)

This point data represents addressable sites, structures, or property entrances that exist within the CAPCOG region.

## 3.1 Graphic (Spatial) Edits

All addressed site/structures must be represented in the address point layer. When a site/structure point is created or edited, several sources and methods can be used, including aerial imagery,

georeferenced survey plats, computer-aided design (CAD) files, parcels, mapping-grade GPS units in the field, or other authoritative sources and methods. When the actual structure location is known, the symbol should represent the general center of the structure. In other cases, please refer to the “NENA Information Document for Development of Site/Structure Address Point GIS Data for 9-1-1” document. In any case, the positional accuracy of structures or designated site locations should be within +/- 25 feet of their true location or intended designation.

The performance standard for the Site Structure Address Point feature class is 98% accuracy. This means that 98% of the database records should be free of critical and significant errors.

## 3.2 Database Format

The following table details the data format requirements for the SSAP database.

Table 3-1. SSAP Database Format

FIELD NAME	M/C/O	TYPE	WIDTH	DESCRIPTION/ VALID ENTRIES
SOURCE	M	TEXT	75	Agency that last updated the record, i.e. HAYS, WILLIAMSON
PROVIDER	M	TEXT	75	The name of the regional 911 authority <i>CAPCOG will populate</i>
LAST_MOD	M	DATE	26	Date of last update using ISO 8601 format
EFF_DATE	O	DATE	26	Date the new record information goes into effect in ISO 8601 format
SITE_ID	O	LONG	DEFAULT	Unique site ID <i>CAPCOG will populate prior to uploading to PSAP. May also serve as a placeholder field to populate SITEUNQID field</i>
SITEUNQID	M	TEXT	100	Globally unique ID for each address site or structure. Ex. 2545AP@co.lee.tx.us
COUNTRY	M	TEXT	2	Country name represented by two capital letters
STATE	M	TEXT	2	State name by two letters defined by USPS publication 28
COUNTY	M	TEXT	40	County name or equivalent fully spelled out
MUNICIPAL	M	TEXT	100	Name of municipality, if none populate with “UNINCORPORATED”
MUNI_DIV	C	TEXT	100	Name of municipality division i.e. “WARD 5 FRIENDSHIP DISTRICT”
NBRHOOD	C	TEXT	100	Name of neighborhood or subdivision where the address is located
ADDNUM_P R E	O	TEXT	15	Part of an address leading the numeric address
ADDR_NUM	M	LONG	DEFAULT	Numeric identifier of a location along a thoroughfare
ADDNUM_SU F	C	TEXT	15	Part of an address following the address number i.e. ½, B
PRE_MOD	O	TEXT	15	Word or phrase separate from type and direction that precedes PRE_DIR i.e. Access, Alternate, Business, Connector, Extension, Scenic, Spur, Ramp Underpass, Overpass

FIELD NAME	M/C/O	TYPE	WIDTH	DESCRIPTION/ VALID ENTRIES
PRE_DIR	C	TEXT	2	Leading directional prefix N, S, E, W, NE, NW, SE, SW
PRE_TYPE	O	TEXT	20	Spelled out word or phrase that precedes and identifies a type of thoroughfare
ST_NAME	M	TEXT	60	<b>Legal</b> street name as assigned by local addressing authority
ST_TYPE	C	TEXT	4	Type of street following the street name, valid entries on USPS Pub 28
POST_DIR	C	TEXT	2	Trailing directional suffix N, S, E, W, NE, NW, SE, SW
POST_MOD	O	TEXT	12	Word or phrase separate from type and direction that follows ST_NAME
FULL_NAME	M	TEXT	125	Full street name, must be identical to the site's related road FULL_NAME
ST_ALIAS	C	TEXT	125	Entire alias street name assigned to related street segment
FULL_ADDR	M	TEXT	170	Full address, should be a concatenation of ADDNUM_PRE + ADDR_NUM + ADDNUM_SUF + FULL_NAME with no extra, leading and trailing spaces
ESN	M	TEXT	5	Emergency Service Number associated with the address and community name Preceded by '0' if digits are less than 5
MSAG_COM	M	TEXT	30	Valid service community associated with the location of the address
POSTAL_COM	M	TEXT	40	City name for the ZIP of an address, as given in the USPS
ZIP	C	TEXT	5	5-digit numeric postal code area
ZIP4	O	TEXT	4	ZIP plus 4 code without the dash
BLDG	O	TEXT	75	One among a group of buildings that have the same address
FLOOR	O	TEXT	75	A floor, story or level within a building
UNIT	O	TEXT	75	A suite or group of rooms within a building that share the same entrance
ROOM	O	TEXT	75	A single room within a building
SEAT	O	TEXT	75	A place where a person sits within a building i.e. cubicle
LANDMARK	O	TEXT	150	The name by which a prominent feature is publicly known or Vanity address

FIELD NAME	M/C/O	TYPE	WIDTH	DESCRIPTION/ VALID ENTRIES
MILEPOST	C	LONG	DEFAULT	A posted numeric measurement from a given beginning point
SITE_TYPE	C	TEXT	50	Type of feature identified by the address i.e. residential, office, store, school
POINT_X	O	DOUBLE	DEFAULT	Longitude of point in decimal degrees using EPSG: 4326
POINT_Y	O	DOUBLE	DEFAULT	Latitude of point in decimal degrees using EPSG: 4326
NOTES	O	TEXT	254	Additional location information, which is not a building, floor, unit, room or seat
ELEVATION	O	DOUBLE	DEFAULT	Height above Mean Sea Level in meters

## 4 Emergency Service Zones (ESZ)

This polygon data consists of the intersection of law enforcement, fire district, and emergency medical service and telephone exchange boundaries in the CAPCOG region.

The performance standard for the Site Emergency Service Zones feature class is 100% accuracy. This means all database records should be free of critical errors.

### 4.1 Graphic (Spatial) Edits

These areas need to accurately reflect the boundaries of each geographically unique combination of fire, law and EMS responder zones. This layer is created and maintained by overlaying with some combination of street centerlines, municipal (i.e. city limit) boundaries, parcels boundaries, or other data to determine each jurisdiction's emergency response service areas. As new emergency response services are added to, or change in an area, this boundary file will need to be modified accordingly.

Communications must be regularly preserved with all fire, law, and emergency medical responders to obtain the information required to maintain updated ESZ boundaries. These ESZ boundaries should adhere to the specifications of CAPCOG's QC systems and have no gaps or overlaps within a topology tolerance of +/- 3 feet. Topology and other geometric relationships between feature classes are especially important for NG9-1-1 purposes. **In addition, it is very important that all features with identical attribute information are merged into one multipartypolygon.**

### 4.2 Database Format

The following table details the data format requirements for the ESZ database.

Table 4-1. ESZ Database Format

FIELD NAME	M/C/O	TYPE	WIDTH	DESCRIPTION/ VALID ENTRIES
SOURCE	M	TEXT	75	Agency that last updated the record, i.e. BASTROP, BURNET
PROVIDER	M	TEXT	75	The name of the regional 911 authority <i>CAPCOG will populate</i>
LAST_MOD	M	DATE	26	Date of last update using ISO 8601 format

FIELD NAME	M/C/O	TYPE	WIDTH	DESCRIPTION/ VALID ENTRIES
EFF_DATE	O	DATE	26	Date the new record information goes into effect in ISO 8601 format
ES_UNQID	M	TEXT	100	ID for each emergency service polygon - <i>CAPCOG will populate</i>
LAW	M	TEXT	60	Name of law service provider
FIRE	M	TEXT	60	Name of fire service provider
MEDICAL	M	TEXT	60	Name of medical service provider
COUNTRY	M	TEXT	2	Country name represented by two capital letters
STATE	M	TEXT	2	State name by two letters defined by USPS publication 28
COUNTY	M	TEXT	40	County name fully spelled out
URI	M	TEXT	254	URN/URL for routing. Example: <a href="mailto:sip:sos@ausxtxem1.travis.tx.us">sip:sos@ausxtxem1.travis.tx.us</a>
URN	M	TEXT	50	The URN for the Emergency Service or other Well-Known Service (Example: "urn:service:sos" for a PSAP or "urn:service:sos.ambulance" for an ambulance service )
ESN	M	TEXT	5	ESN of the responding agency preceded by '0' if number of digits < 5
TANDEM	M	TEXT	3	911 Selected Router Code
TANDEM2	C	TEXT	3	911 Selected Router Code
ESSID	M	TEXT	2	Unique tandem routing code <i>CAPCOG will populate</i>
ESNGUID	M	TEXT	8	Concatenation of ESN and ESSID separated by a single forwardslash "/" CAPCOG will concatenate
AVCARDURI	C	TEXT	254	URI for the vCARD of contact information

## 5 Emergency Service Boundaries (ESB)

This polygon data consists of Emergency Service Boundary layers that define the geographic area for the primary providers of response services in the CAPCOG region.

### 5.1 The performance standard for the Site Emergency Service Boundaries feature class is 100% accuracy. This means all database records should be free of critical errors.Graphic (Spatial) Edits

Each of these layers is used by the ECRF to perform a geographic query to determine which Emergency Service Providers are responsible for providing service to a location in the event a selective transfer is desired, to direct an Emergency Incident Data Document to a secondary PSAP for dispatch, or to display the responsible agencies at the PSAP. In addition, Emergency Service Boundaries are used by PSAPs to identify the appropriate entities/first responders to be dispatched. Each Emergency Service Boundary layer may contain one or more polygon boundaries that define the primary emergency services for that geographic area. As new emergency response services are added to, or change in an area, this boundary file will need to be modified accordingly. Communications must be regularly preserved with all fire, law, and emergency medical responders to obtain the information required to maintain updated boundaries. These Emergency Service Boundaries should adhere to the specifications of CAPCOG's QC systems and have no gaps or overlaps within a topology tolerance of +/- 3 feet. The ESBs can be created by dissolving the Emergency Service Zones polygon data. These items and other geometric relationships are referred



to as “topology”, and especially important for NG9-1-1 purposes. **In addition, it is very important that all features with identical attribute information are merged into one multipart polygon**

There MUST be a separate Emergency Service Boundary layer for each type of service. The set of Emergency Service Boundaries MUST include, at a minimum, the following:

- Law Enforcement;
- Fire; and
- Emergency Medical Services (EMS).

Other Emergency Service Boundaries MAY include, but are not limited to:

- Poison Control;
- Forest Service; and
- Animal Control.

## 5.2 Database Format

The following table details the data format requirements for the ESB database.

Table 5-1. ESB Database Format

FIELD NAME	M/C/O	TYPE	WIDTH	DESCRIPTION/ VALID ENTRIES
DISCRPAGID	M	TEXT	75	Agency that last updated the record, i.e. BASTROP, BURNET
DATEUPDATE	M	DATE	26	Date of last update using ISO 8601 format
EXPIRE	O	TEXT	26	Unique tandem routing code <i>CAPCOG will populate</i>
EFFECTIVE	O	TEXT	26	The date and time when the information in the record is no longer considered valid.
ES_NGUID	M	TEXT	254	Globally unique ID for each emergency service boundary polygon – Ex. 210EMS@blanco.co.tx.us
STATE	M	TEXT	2	State name by two letters defined by USPS publication 28
AGENCYID	M	TEXT	100	A Domain Name System (DNS) domain name which is used to uniquely identify an agency. Ex. austintexas.gov
SERVICEURI	M	TEXT	254	URN/URL for routing. Example: <a href="sip:sos@ausxtxem1.travis.tx.us">sip:sos@ausxtxem1.travis.tx.us</a>
SERVICEURN	M	TEXT	50	The URN for the Emergency Service or other Well-Known Service*
SERVICENUM	M	TEXT	15	The numbers that would be dialed on a 12-digit keypad to reach the emergency service appropriate for the location. Ex: 911
AVCARDURI	C	TEXT	254	URI for the vCARD of contact information
DISPLAYNAME	M	TEXT	60	Name of the service provider that offers services within the area of an Emergency Service Boundary

## 6 Municipal Boundary

This polygon data represents municipal boundaries in the CAPCOG region.

The performance standard for the Site Emergency Service Boundaries feature class is 100% accuracy. This means all database records should be free of critical errors.

## 6.1 Graphic (Spatial) Edits

When city limits change due to annexations, metes and bounds surveys or other related information must be acquired to update the city limit boundaries. Coordinate geometry (COGO) – is one of the preferred methods for calculating coordinate points from surveys and can be used to update the city limit boundaries. These boundaries should adhere to the specifications of CAPCOG’s QC systems and have no gaps or overlaps within a topology tolerance of +/- 3 feet.

## 6.2 Database Format

The following table details the data format requirements for the Municipal Boundary database.

Table 6-1. Municipal Boundary Database Format

FIELD NAME	M/C/O	TYPE	WIDTH	DESCRIPTION/ VALID ENTRIES
SOURCE	M	TEXT	75	Agency that last updated the record, i.e. CALDWELL, LLANO
PROVIDER	M	TEXT	75	The name of the regional 911 authority <i>CAPCOG will populate</i>
LAST_MOD	M	DATE	26	Date of last update using ISO 8601 format
EFF_DATE	O	DATE	26	Date the new record information goes into effect in ISO 8601format
POLY_ID	O	LONG	DEFAULT	Numeric Polygon ID <i>CAPCOG will populate prior to uploading to PSAP. May also serve as a placeholder field to populate MUNIUNQID field</i>
MUNIUNQID	M	TEXT	100	Globally Unique ID for each municipality - . Ex. 9847INCM@austintexas.gov
COUNTRY	M	TEXT	2	Country name represented by two capital letters
STATE	M	TEXT	2	State Name (eg: TX)
COUNTY	M	TEXT	40	County name fully spelled out
MUNI_NM	M	TEXT	100	Name of municipality i.e. “AUSTIN”

## 7 Automatic Location Identification (ALI)

The ALI database consists of landline telephone numbers that have associated location information attributed to them. In order to have these call types route to the proper PSAP and plot to the correct location on a call taker’s map display, the attributes of the data must be correct and must match the road centerline (RCL) and address point feature classes (SSAP).

The performance standard for the ALI database is a 98% match rate between the ALI database and both the RCL and SSAP datasets. This means that 98% of a local jurisdiction’s ALI database should match to both a road centerline feature and address point feature.

### 7.1 Edits

Match errors between these datasets that are returned by the quality control systems should be reviewed and corrected accordingly. This could mean either by making corrections to the GIS data or by providing suggested changes to the ALI database. The ALI data are not owned by CAPCOG or PUBLIC

AGENCY, but instead by telephone service providers. Suggested edits to the ALI databases should be made by providing Change Requests (CR) via the Intrado 911Net or GIS Director applications

## 7.2 Database Format

The following fields in the ALI database are used by the Data Hub and EGDMS quality control systems to match the address point and road centerline feature classes to ensure a call routes and plots correctly.

*Table 7-1. ALI Database Format*

<b>FIELD NAME</b>	<b>CORRESPONDING RCL OR AP FIELD</b>
HOUSE_NUMBER	LT_ADDR, LF_ADDR, RT_ADDR, RF_ADDR, ADDR_NUM
HOUSE_NUMBER_SUFFIX	ADDRNUM_SUF
PREFIX_DIRECTIONAL	PRE_DIR
STREET_NAME	ST_NAME
COMMUNITY	L_MSAG_COM, R_MSAG_COM, MSAG_COM
ESN	ESN
STATE	STATE

**Commissioners Court - Regular Session****19.****Meeting Date:** 08/09/2022

Approval of Cyber Security Testing Services from CDW Government Solutions, LLC for IT Department

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

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**Information****Agenda Item**

Discuss, consider and take appropriate action on approving the agreement between CDW Government Solutions, LLC. and Williamson County for cybersecurity testing pursuant to Omnia Partners Contract #R210401 in the amount of \$28,600.00, and authorizing execution of the agreement.

**Background**

Approval of this item will support IT operations. The agreement is attached that outlines the scope of work for cybersecurity testing. CDW Government Solutions, LLC. will conduct the testing and provide recommendations to the County. IT, legal, contract audit and budget have reviewed this purchase. This expenditure will be charged to FY22 01.0100.0503.004100. Department contact is Richard Semple.

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**Fiscal Impact**

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

Agreement

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**Form Review****Inbox**

Purchasing (Originator)  
County Judge Exec Asst.  
Form Started By: Erica Smith  
Final Approval Date: 08/04/2022

**Reviewed By**

Joy Simonton  
Becky Pruitt

**Date**

08/04/2022 06:49 AM  
08/04/2022 08:21 AM  
Started On: 08/03/2022 11:42 AM



## STATEMENT OF WORK

<b>Project Name:</b>	Pen Test	<b>Seller Representative:</b> Liam McNamara +1 (703) 262-8156 liammcn@cdw.com
<b>Customer Name:</b>	WILLIAMSON COUNTY, TX	
<b>CDW Affiliate:</b>	CDW Government LLC	
<b>Date:</b>	August 02, 2022	<b>Solution Architect:</b> Mikela Lea
<b>Drafted By</b>	Vincentia Kotoku	

This statement of work (“**Statement of Work**” or “**SOW**”) is made and entered into on the last date that this SOW is fully executed as set forth below (“**SOW Effective Date**”) by and between the undersigned, CDW Government LLC (“**Provider**,” and “**Seller**,”) and WILLIAMSON COUNTY, TX (“**Customer**,” and “**Client**,”).

This SOW is subject to the terms and conditions of the OMNIA Partners Region 4 Education Services Center “ESC” Contract #R210401 held by CDW Government LLC with an effective date of June 1, 2021 (the “**Agreement**”). If there is a conflict between this SOW and the Agreement, then the Agreement will control, except as expressly amended in this SOW by specific reference to the Agreement.

## PROJECT DESCRIPTION

### PROJECT SCOPE

The Rapid Security Assessment (RSA) is a security assessment designed to balance the need for thorough and reliable security testing with the demands of short timelines and limited budgets. During this assessment, we use commercially available vulnerability scanners, proprietary tools developed by our security engineers, and tools created by the open source community to identify and document existing weaknesses, and provide our advice for the remediation of vulnerabilities identified during the course of the engagement. Where appropriate, the engineers may exploit vulnerabilities in order to more accurately determine the risk to your environment. The RSA report is a hybrid of the engineers’ observations of the current state of your network security and their interpretations of the data gathered by the scanners.

The RSA consists of up to four parts, as described below.

### SCOPE OPTIONS

#### PART A: INTERNET SECURITY TESTING

The engineers will scan Internet-visible hosts, identify services running on the hosts, and conduct testing for vulnerabilities to known exploits. Test results will be manually validated, as necessary, in an effort to minimize false-positive reporting. Where appropriate, the engineers may exploit vulnerabilities in order to more accurately determine the risk to your environment. The Internet Test portion of the RSA offering is limited to 40 targets.

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## PART B: INTERNAL SECURITY TESTING

The Internal Assessment contains multiple tasks.

- **Internal Vulnerability Scan** - The engineers will scan your internal network, identify services running on the hosts, and conduct testing for vulnerabilities to known exploits. Test results will be manually validated, as necessary, in an effort to minimize false-positive reporting. The Internal Test portion of the RSA offering is limited to 1,000 targets.
- **Penetration Testing** – Penetration testing of key organizational IT assets will be performed, in an attempt to gain access to these key assets and provide documentation on the path to access.
- **Domain Security and Password Audit** – An audit of passwords and password-related policies used within the organization will be performed, with guidance provided on potential improvements. This item is limited to a single Active Directory domain.
- **Authenticated Scan** – Up to 50 workstations will be tested via an authenticated scan. The results of this scan, once validated, should provide a good snapshot of workstation security.

## PART C: WIRELESS SECURITY TESTING

The engineers will scan the 802.11-based signal cloud around your network testing for ways that outsiders could eavesdrop on your wireless communications, break authentication or cryptographic protocols, or impersonate elements of your wireless infrastructure. The Wireless Test portion of the offering is limited to one physical site (the same site at which Part B will take place).

## PART D: SOCIAL ENGINEERING PHISHING EXERCISE

Social Engineering is a process in which access is gained to a network using People, Process often combined with technology. Various types of social engineering can be used by a hostile party to exploit a network. Seller will only demonstrate non-malicious and non-harmful Social Engineering Techniques to demonstrate these possible vulnerabilities. We propose a Phishing Attack against the employees (computer users) of Customer network. The exercise will include the following items.

- Social Engineering & Phishing exploit against the users of users of Customer network.
- Email addresses can be mined from the Internet or Customer can provide list of the user email addresses.
- The collection of the responses will be provided within the report. Customer can designate if they want to include, or omit user names and password content in the report.

## **PROJECT KICKOFF – KEY ACTIVITIES**

- IP Addresses to be scanned will be shared from Customer to Seller. Any addresses to exclude will be discussed. Any time-of-day exclusions to scanning will be discussed.
- For Part B, a pre-arranged time and date for an end to the penetration testing task will be discussed. If the engineers are unsuccessful in uncovering valid administrative credentials by this time, Customer will provide valid credentials at this prearranged time to allow the domain security and password audit and authenticated scan to be completed.

## **CUSTOMER RESPONSIBILITIES**

1. For part A and B, Customer will provide Customer IP addresses to be scanned. By providing these addresses, Customer acknowledges permission for scanning and penetration testing to take place.
2. For part B, if the penetration test is unsuccessful in uncovering valid administrative credentials, Customer will provide valid credentials at a prearranged time to allow the domain security and password audit and authenticated scan to be completed.
3. Obtain any necessary permission for testing of systems hosted or managed by third parties.
4. Provide a point of contact for questions and updates about project status.
5. Respond to requests for information in a timely manner.

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6. For part B and C, provide access to physical facilities, as needed.
  7. For part B and C, provide appropriate workspace, including power and network access.
  8. Agree to Seller's Supplemental Security terms and conditions that can be found on the attached Exhibit B (see sample attached)

## PROJECT ASSUMPTIONS

1. **A target is defined to be a system to be scanned.** Often, there is a one-to-one mapping between an IP address and a target. However, there are situations, such as name-based virtual web hosting, where there are multiple targets that map to one IP address.
2. For part A, the number of Internet-facing targets to be scanned is capped at 40.
3. For part B, the number of internal targets to be scanned is capped at 1,000.
4. For part B, the domain security and password audit task is limited to a single Active Directory domain.
5. For part B, the number of workstations to be scanned during the authenticated scan is capped at 50.
6. For part B, the domain security and password audit as well as the authenticated scan require a level of privilege in the environment. It is the intent to acquire this privilege during the penetration test. However, if the necessary level of privilege is not gained, it is assumed that Customer will provide credentials at a pre-arranged time to allow these parts of the engagement to proceed. If the credentials are not provided in a timely fashion, the domain security and password audit and authenticated scan will be removed from the project's scope.
7. While rare, network scanning can potentially have an adverse effect on a host. It is understood that Seller bears no liability for any loss of service to a host during this engagement due to network scanning.
8. Assessment activities may include attacks against end-user clients, such as email-based attacks (where these attacks focus on technical issues rather than user behavior). Note that this does not include credential phishing unless phishing is specifically included in the project scope.
9. It is assumed that Customer's IT staff will be aware of Seller's assessment activities and will not actively interfere with or attempt to actively defend against Seller's attacks and assessment activities. Active interference by Customer staff in Seller's assessment activities may result in limited results from the assessment or a reduction in scope. In this event, a change order may be needed to increase the project cost and/or timeline in order to complete the full original scope of the assessment.
10. Project tasks will be completed during business hours (8am to 5pm, Monday through Friday).

## OUT OF SCOPE

Tasks outside this SOW include, but are not limited to:

1. Systems outside of the United States. No work under this SOW will be performed on any systems outside of the United States.
2. Post-remediation scans or retesting of findings are out of scope for this project and may incur additional cost.

## ITEM(S) PROVIDED TO CUSTOMER

The following will be provided to Customer by the completion of this project:

**Rapid Security Assessment Report** – The report outlines the efforts undertaken by the engineers and provides customized security findings and recommendations for improvement.

The report includes:

- An executive summary showing the effectiveness of your security controls,
- Summarized high-level recommendations and a rating of the overall risk of the environment.,
- An outline of the efforts made by the engineers, highlighting attacks that were successful or otherwise pose higher risks
- Summaries of more widespread issues, with detailed itemized lists of weaknesses presented when appropriate, and

- 
- A section listing recommendations, ordered by priority and by the estimated cost to fix them, with high-priority, low-cost items at the top of the list.

Seller prides itself on the quality and usefulness of this report. Although automated scanners are used during the assessment, the report is not simply a reproduction of output from automated tools.

Due to the sensitive nature of this report, we will convey to you a password-encrypted file. Only members of our assessment team have access to the report.

Once we have delivered the report, we will solicit your feedback. If necessary, we will revise the report. Once the report is finalized, we will conduct a project wrap-up call to walk through the project one final time and ensure that any remaining questions are addressed.

Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.

## GENERAL RESPONSIBILITIES AND ASSUMPTIONS

- Customer is responsible for providing all access that is reasonably necessary to assist and accommodate Seller's performance of the Services.
- Customer will provide in advance and in writing, and Seller will follow, all applicable Customer's facility's safety and security rules and procedures.
- Customer is responsible for security at all Customer-Designated Locations; Seller is not responsible for lost or stolen equipment, other than solely as a result of Seller's gross negligence and willful misconduct.
- This SOW can be terminated by either party without cause upon at least fourteen (14) days' advance written notice.

## CONTACT PERSONS

Each Party will appoint a person to act as that Party's point of contact ("**Contact Person**") as the time for performance nears and will communicate that person's name and information to the other Party's Contact Person.

Customer Contact Person is authorized to approve materials and Services provided by Seller, and Seller may rely on the decisions and approvals made by the Customer Contact Person (except that Seller understands that Customer may require a different person to sign any Change Orders amending this SOW). The Customer Contact Person will manage all communications with Seller, and when Services are performed at a Customer-Designated Location, the Customer Contact Person will be present or available. The Parties' Contact Persons shall be authorized to approve changes in personnel and associated rates for Services under this SOW.

## CHANGE MANAGEMENT

This SOW may be modified or amended only in a writing signed by both Customer and Seller, generally in the form provided by Seller ("**Change Order**"). Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.

In the event of a conflict between the terms and conditions set forth in a fully executed Change Order and those set forth in this SOW or a prior fully executed Change Order, the terms and conditions of the most recent fully executed Change Order shall prevail.

## PROJECT SCHEDULING

Customer and Seller, who will jointly manage this project, will together develop timelines for an anticipated schedule ("**Anticipated Schedule**") based on Seller's project management methodology. Any dates, deadlines, timelines or schedules contained in the Anticipated Schedule, in this SOW or otherwise, are estimates only, and the Parties will not rely on them for purposes other than initial planning.



The following scheduling scenarios that trigger delays and durations to extend beyond what's been planned may require a Change Order:

- Site preparation, such as power, cabling, physical access, system access, hardware/software issues, etc. must be completed in a timely manner.
- Project tasks delegated to Customer PMs/Engineers/Techs/Management/Resources must be completed in a timely manner. For example, in the event a project 's prioritization is demoted, and Customer resources are reallocated causing the project's schedule to extend on account of experiencing interruptions to its momentum requiring complete stop(s) and start(s).
- External projects/dependencies that may have significant impact on the timeline, schedule and deliverables. It is Seller's assumption that every reasonable attempt will be made to mitigate such situations.

TOTAL FEES

The total fees due and payable under this SOW (“**Total Fees**”) include both fees for Seller’s performance of work (“**Services Fees**”) and any other related costs and fees specified in the Expenses section (“**Expenses**”).

Seller will invoice for Total Fees. Customer will pay invoices containing amounts authorized by this SOW in accordance with the terms of the Agreement. Unless otherwise specified, taxes will be invoiced but are not included in any numbers or calculations provided herein. The pricing included in this SOW expires and will be of no force or effect unless it is signed by Customer and Seller within thirty (30) days from the Date list on the SOW, except as otherwise agreed by Seller. Any objections to an invoice must be communicated to the Seller Contact Person within fifteen (15) days after receipt of the invoice.

**PAYMENT:** Williamson County’s 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 Williamson County receives the goods under the Contract; (2) the date the performance of the service under the Contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by Williamson County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Williamson 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.

SERVICES FEES

Services Fees hereunder are FIXED FEES, meaning that the amount invoiced for the Services will be \$28,600.00.

The invoiced amount of Services Fees will equal the amount of fees applicable to each completed project milestone (see Table below).

Table – Services Fees

Milestone	Percentage	Fee
Completion of Work	100%	\$28,600.00
Totals	100%	\$28,600.00

EXPENSES

Neither travel time nor direct expenses will be billed for this project.

Travel Notice

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The parties agree that there will be no travel required for this project.

## CUSTOMER-DESIGNATED LOCATIONS

Seller will provide Services benefiting the locations specified on the attached Exhibit (“**Customer-Designated Locations**”).

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# SIGNATURES

In acknowledgement that the parties below have read and understood this Statement of Work and agree to be bound by it, each party has caused this Statement of Work to be signed and transferred by its respective authorized representative.

This SOW and any Change Order may be signed in separate counterparts, each of which shall be deemed an original and all of which together will be deemed to be one original. Electronic signatures on this SOW or on any Change Order (or copies of signatures sent via electronic means) are the equivalent of handwritten signatures.

**CDW Government LLC**

**WILLIAMSON COUNTY, TX**

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

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

Name: Services Contracts Manager  
\_\_\_\_\_

Name: \_\_\_\_\_

Title: Services Contract Manager  
\_\_\_\_\_

Title: \_\_\_\_\_

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

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

Mailing Address:  
  
200 N. Milwaukee Ave.  
  
Vernon Hills, IL 60061

Mailing Address:  
  
301 SE INNER LOOP STE 105  
  
GEORGETOWN, TX 78626-8207

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EXHIBIT A

CUSTOMER-DESIGNATED LOCATIONS

Seller will provide Services benefiting the following locations (“**Customer-Designated Locations**”).

Location(s)	Address
Main	301 SE INNER LOOP STE 105, georgetown, TX 78626

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## EXHIBIT B

### SECURITY SERVICES SUPPLEMENTAL TERMS

PLEASE READ THESE TERMS AND CONDITIONS VERY CAREFULLY.

CUSTOMER AGREES TO BE BOUND BY AND ACCEPTS THESE SUPPLEMENTAL TERMS AND CONDITIONS.

1. Customer acknowledges and agrees that it understands and accepts the risks associated with the Services and hereby expressly authorizes Seller to perform the Services.
2. Customer represents, warrants and covenants that: (a) it has and will continue to have full rights, power, and authority to consent to having the Services provided in the manner as agreed upon in the SOW; (b) the execution and performance of the SOW does not and will not violate or constitute a default under its constituting documents or any applicable law, any order of any court or government agency, or any agreement to which it is a party; (c) the execution and performance of the SOW has all been duly and validly authorized by all necessary corporate action, and the SOW and/or Agreement constitute a valid and binding obligation of Customer; (d) it holds all permits, licenses, approvals and statutory authorities that are necessary for the performance of its obligations under the SOW, including, but not limited to, any approvals or consents, or providing any notices, required under applicable laws in respect of the processing of any personal data, and it has obtained in writing all consents, approvals and licenses necessary (including, but not limited to, from any third party) to allow: (i) Seller, its affiliates, subcontractors and its or their personnel to provide the Services; (ii) Customer to receive the Services; and (iii) for the Seller, its affiliates, subcontractors and its or their personnel to be able to access and test the Customer's communications network, systems, applications and equipment, including, without limitation, any third party provided, supplied, licensed, hosted or managed network, systems, applications, equipment and/or elements of the same ("Customer's Network"), in the manner detailed in the SOW; (e) Seller's performance of the Services as anticipated under the SOW will not cause Seller, its affiliates, subcontractors and its or their personnel to commit any offence under any relevant computer misuse, cyber-security, anti-hacking, wire-tapping, interception of communications or systems, or similar or related legislation, regulation or binding industry code, guidance or requirements in any country (including where the services are provided, performed, received or relevant IT equipment, assets and/or systems are located) ("**Computer Misuse Legislation**") and Customer has provided its consent in relation to the Services and has obtained all required consents in respect of the same; and (f) it will use the Services for lawful purposes only. Seller shall not be liable for claims resulting from a breach of any of the foregoing.
3. Customer acknowledges and agrees that:
  - a. the Services include investigating and exploiting the Customer's Network and security vulnerabilities by attempting to gain access to Customer's Network and confidential security-related information through testing activities that are not authorized by Customer's Network security policies and that if done without Customer's and/or the applicable third party's authorization and consent could violate applicable laws;
  - b. the Services relating to security are only one component of Customer's overall security program and are not a comprehensive security solution or a comprehensive evaluation of Customer's security and, without limiting the foregoing (a) it is impossible to, and the Services will not, detect, disclose or resolve every security vulnerability or hazard, (b) unauthorized access by third parties may occur and (c) impenetrable security cannot be attained; and
  - c. Seller may perform any or all of the Services either directly or by using subcontractors or any other authorized personnel, in its sole discretion.
4. Customer is, and will continue to be, solely responsible for:

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- a. exercising reasonable care under the circumstances in monitoring and managing its security environment and mitigating the risks associated with any potential or actual security hazard;
    - b. establishing and maintaining appropriate internal controls and complying with all applicable laws and regulations;
    - c. implementing any advice or recommendations provided by Seller as part of the Services.
  5. Customer represents and warrants that it owns all right, title, and interest in and to, or has the license for and the right to grant Seller access to and to authorize Seller to bypass or attempt to bypass any security features or technological protection measures associated with, any programs, systems, hardware, data, materials, IP addresses, domains or other information furnished or made available by Customer to Seller for the purpose of enabling Seller to perform the Services. Customer hereby assumes the sole responsibility for the accuracy of such programs, systems, data, materials, IP addresses, domains or other information furnished or made available by Customer to Seller.
  6. Customer shall cooperate with Seller in the performance of the Services. Without limiting the previous sentence, Customer shall: (a) provide Seller, its affiliates, subcontractors and its or their personnel with timely access to the Customer's Network, the Customer's data and information reasonably requested by Seller with respect to the Services; (b) promptly render all decisions and approvals so as not to delay or impede Seller's performance of the Services; and (c) promptly notify Seller of any issues, concerns or disputes regarding the Services. Customer acknowledges and agrees that Seller's performance depends on Customer's timely and effective satisfaction of Customer's responsibilities under the SOW and/or Agreement and Customer's timely decisions and approvals in connection with the Services.
  7. Customer shall permit, and hereby authorizes, Seller to connect diagnostic software and equipment to Customer's Network for the purposes of performing the Services, which may require accessing Customer's Network and confidential security-related information. Seller has no liability or obligation for: (a) the installation, operation or maintenance of the Customer's Network; or (b) the availability, capacity or condition of the Customer's Network or (c) any adverse impact of the Services on the Customer's Network.
  8. Customer and Seller acknowledge and agree that, in connection with Seller's performance of the Services,  
  
Seller is not required to access, process or transfer data that identifies or can be used to identify a natural person (**"Personal Information"**).
    - a. Seller is acting as a service provider, and is neither a controller nor owner of Personal Information;
    - b. to the extent data accessed or processed by Seller constitutes Personal Information, that Personal Information will be accessed or processed based on Customer's direction, and Seller has no rights to use that Personal Information other than in connection with providing the Services to Customer;
    - c. Customer is solely responsible for obtaining any approvals or consents, or providing any notices, required under applicable laws regarding Seller's performance of the Services, including, but not limited to, the processing of any Personal Information.
  9. Customer shall identify Customer's mission-critical systems for Seller, and Seller will discuss appropriate testing for these systems. Seller shall have no liability or responsibility with respect to such systems when testing is authorized.
  10. Notwithstanding anything to the contrary in the SOW and/or Agreement, Customer shall be solely responsible for daily back-up and other protection of data (including, but not limited to, any data of Customer, Customer's customers, Customer's contractors and any other third party) and software against loss, damage or corruption. Customer shall be solely responsible for reconstructing or restoring such data (including, but not limited to, data located on disk files and memories) and software that may be lost, damaged or corrupted during the performance of the Services. Customer shall perform a full back-up prior to Seller commencing the Services and shall also perform the same periodically

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throughout the delivery of the Services. Customer shall be solely responsible for ensuring proper and adequate backup and storage procedures.

11. Notwithstanding anything to the contrary in the SOW and/or Agreement, Seller warrants that it will perform the Services in a professional manner that is consistent with industry practice. Customer acknowledges and agrees that Customer's exclusive remedy for any breach of this warranty will be for Seller, upon receipt of written notice by Customer, to use reasonable efforts to cure that breach. Except as expressly set out in the Agreement, Seller makes no, and expressly disclaims all, representations, warranties or conditions, whether express, implied or statutory, including, but not limited to, warranties of merchantability, fitness for a particular purpose, title, non-infringement, quiet enjoyment or from a course of dealing, course of performance or usage in trade in connection with the Services. Seller does not warrant, and specifically disclaims, that the Services will be accurate, without interruption or error-free.
12. NONE OF SELLER, ITS AFFILIATES, THEIR RESPECTIVE SUPPLIERS, SUBCONTRACTORS, EMPLOYEES OR AGENTS SHALL BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR, AND CUSTOMER WILL BE RESPONSIBLE FOR, ANY CLAIMS, LIABILITIES, LOSSES, DAMAGES, COSTS OR EXPENSES (INCLUDING, BUT NOT LIMITED TO, LEGAL FEES AND EXPENSES) RESULTING FROM, ATTRIBUTABLE TO OR ARISING OUT OF CUSTOMER'S USE OR RECEIPT, OF THE SERVICES (INCLUDING, BUT NOT LIMITED TO, IN CONNECTION WITH THE LOSS, DAMAGE OR CORRUPTION OF DATA AND SOFTWARE). THE FOREGOING SHALL APPLY IN ADDITION TO AND NOTWITHSTANDING ANY OTHER DISCLAIMER OR

LIMITATION OF LIABILITY OTHERWISE CONTAINED IN THE SOW AND/OR AGREEMENT.

13. IN NO EVENT SHALL SELLER BE LIABLE TO THE CUSTOMER FOR ANY:
  - a. LOSS OF GOODWILL, PROFITS, USE OF MONEY, BUSINESS OR REVENUE (WHETHER DIRECT OR INDIRECT);
  - b. LOSS OF USE OF, INTERRUPTION IN USE OR AVAILABILITY OF, HARDWARE OR SOFTWARE;
  - c. LOSS OF, OR DAMAGE TO, OR CORRUPTION OF, OR INTERRUPTION IN USE OR AVAILABILITY OF, DATA (WHETHER DIRECT OR INDIRECT) ;
  - d. STOPPAGE OF OTHER WORK OR IMPAIRMENT OF OTHER ASSETS; AND/OR
  - e. INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON BREACH OR FAILURE OF EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, MISREPRESENTATION, NEGLIGENCE, TORT, STRICT LIABILITY IN DELICT OR OTHERWISE, ARISING FROM OR RELATED TO THE SOW AND/OR AGREEMENT, ANY COMMITMENT PERFORMED OR UNDERTAKEN UNDER OR IN CONNECTION WITH THE SOW AND/OR AGREEMENT, THE SERVICES OR OTHERWISE, REGARDLESS OF WHETHER SELLER HAS BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.
14. THE AGGREGATE CUMULATIVE MONETARY LIABILITY OF SELLER UNDER OR RELATING TO THE AGREEMENT SHALL NOT EXCEED THE AMOUNTS PAID OR PAYABLE BY THE CUSTOMER TO SELLER FOR THE SERVICES GIVING RISE TO THE CLAIM.
15. The following indemnification obligations of the Customer are cumulative and shall apply in addition to any other indemnification obligations of the Customer set out in the SOW and/or Agreement:
  - a. Customer agrees to defend, indemnify and hold Seller and its affiliates and their respective directors, officers, members, employees, contractors, representatives, successors and assigns (collectively the "**Indemnified Parties**") harmless from and against any loss, damage, liabilities, cost, expense (including, but not limited to, legal fees and costs), claims, demands, fines, penalties or causes of action of any nature for any relief, elements of recovery or damages recognized by law (including, without limitation, legal fees and expenses,

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costs related to mitigation and equitable relief), claimed against or incurred by any of the Indemnified Parties as a result of, arising out of or otherwise related to:

- i. a breach by Customer of any of Customer's obligations, responsibilities, covenants or warranties in the SOW and/or Agreement;
- ii. any of Customer's representations in the SOW and/or Agreement being untrue;
- iii. any prosecution under or breach arising out of the Computer Misuse Legislation related to performance of the Services; and/or

Customer agrees to defend, indemnify and hold the Indemnified Parties harmless from and against any loss, cost, expense (including, but not limited to, legal fees and costs), claims, demands, liabilities, fines, penalties, damages, or causes of action of any nature for any relief, elements of recovery or damages recognized by law (including, but not limited to, legal fees and expenses, costs related to mitigation and equitable relief), claimed against or incurred by Indemnified Party based on, resulting from, arising out of or otherwise related to Customer's use or receipt of the Services.

- b. Seller has the right to immediately terminate the Services upon written notice to Customer, without liability to Customer for such termination, if Seller determines that the performance of any part of the Services would be in conflict with law.



**Commissioners Court - Regular Session****20.****Meeting Date:** 08/09/2022

Termination of Sharp Unit contract between Williamson County MOT and Sharp Business Systems

**Submitted By:** Jeanne Williby, Outreach**Department:** Outreach**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider and take appropriate action on approving the termination of the Sharp copier contract between Williamson County (MOT) and Sharp Business Systems.

**Background**

Agreement should be terminated due to the dissolution of Mobile Outreach Team department. The monthly cost associated with this contract is \$182.55.

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**Fiscal Impact**

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

Termination Letter

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Jeanne Williby

Final Approval Date: 07/29/2022

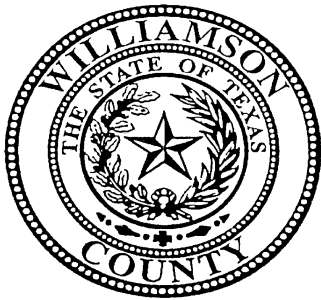
**Reviewed By**

Becky Pruitt

**Date**

07/29/2022 03:19 PM

Started On: 07/29/2022 10:18 AM



**OFFICE OF WILLIAMSON  
COUNTY JUDGE**

710 MAIN STREET, SUITE 200  
GEORGETOWN, TEXAS 78626  
(512) 943-1550 PHONE ♦ (512) 943-1662 FAX

**August 9, 2022**

**Via certified United States Mail**

Michael Leonard, Branch Gov't Account Executive  
SHARP Business Systems  
14400 The Lakes Blvd  
Austin, TX 78660

***In re: Notice of Contract Termination with Williamson County, Texas for Sharp Unit Model  
MX-M5070 (Serial No. 85016789)***

**Dear Mr. Leonard,**

The Williamson County Mobile Outreach Team no longer needs the above-referenced Sharp unit. The Williamson County Commissioners Court has decided and approved changes in this department, including the present contract. Pursuant to the terms and conditions set forth in the contract, the county may cancel a unit at any time with notice.

Therefore, the purpose of this letter is to give you official notice that Williamson County elects to terminate the contract only as to Sharp Unit Model MX-M5070 (Serial No. 85016789) and we will have someone call you in the near future to coordinate actual removal.

Thank you for your prompt attention and assistance in this regard.

Sincerely,

---

**Hon. Bill Gravell  
Williamson County Judge**

cc: Williamson County Auditor's Office  
Williamson County Purchasing Office

BG/me

**Commissioners Court - Regular Session****21.****Meeting Date:** 08/09/2022

Approval of Construction Agreement for the Flat Roof Construction of the Bob Phillips

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

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**Information****Agenda Item**

Discuss, consider, and take appropriate action on authorizing the purchase and construction agreement between The Roof Company, LLC and Williamson County for the Flat Roof Construction of the Bob Phillips Historic Building in the amount of \$24,893.00, pursuant to TIPS contract #6929 and authorize the execution of the agreement. Funding Source is P580.

**Background**

This project is to remodel the Flat Roof of the Bob Phillips Historic Building as listed in the attached proposal. The proposal includes a detailed scope of work. This is a new agreement due to the 25% change order threshold of the original contract. Funding Source is P580 approved for FY2022. The point of contact is Thomas Crockett.

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**Fiscal Impact**

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

Construction Agreement

Vendor Proposal

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**Form Review****Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Johnny Grimaldo

Final Approval Date: 08/04/2022

**Reviewed By**

Joy Simonton

Becky Pruitt

**Date**

08/03/2022 10:27 PM

08/04/2022 08:20 AM

Started On: 07/27/2022 03:28 PM



## CONTRACT FOR GENERAL CONSTRUCTION

**PROJECT:** **Bob Phillips Building Flat Roof Construction** ("Project")

**GENERAL CONTRACTOR:** **The Roof Co Waco LLC** ("GC")  
Austin Montgomery, Founder  
3605 Franklin Avenue  
Waco, TX 76710-7327

### COUNTY'S DESIGNATED

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

**THIS CONTRACT FOR GENERAL CONSTRUCTION** ("Contract") is made and entered into effective as of the latest date of the signatories indicated at the conclusion of this document (the "Effective Date"), by and between **Williamson County**, a body corporate and politic under the laws of the State of Texas ("County") and GC.

### R E C I T A L S

**WHEREAS**, County desires to retain a GC for the **demolition and replacement to flat roof of an existing historic building commonly known as the Bob Phillips Building** (hereinafter called the "Project");

**WHEREAS**, County desires a GC who will render, diligently and competently in accordance with the highest standards used in the profession, all general contractor services which shall be necessary or advisable for the expeditious, economical, and satisfactory completion of the Project; and

**NOW, THEREFORE**, County and GC, in consideration of the mutual undertakings herein contained, do mutually agree as follows:

## **ARTICLE 1 SCOPE OF WORK**

GC has overall responsibility for and shall provide complete construction services and furnish all materials, equipment, tools and labor as necessary or reasonably inferable to complete the Work, or any phase of the Work, in accordance with the Construction Documents for the Project and County's requirements. GC shall do everything required by the Contract Documents.

## **ARTICLE 2 GENERAL PROVISIONS**

### **2.1 CONTRACT DOCUMENTS**

#### **2.1.1**

The Contract Documents consist of this Contract and all exhibits and attachments listed, contained, or referenced in this Contract, the Williamson County Uniform General Conditions ("UGC's"), Supplementary or other Conditions, if any, the Drawings, Specifications, Addenda issued prior to the Effective Date of this Contract, The Bid/Proposal Documents as defined by the Invitation for Bidders/Request for Proposals, and all Change Orders and any other Modifications issued after the Effective Date of this Contract, all of which form this Contract and are as fully a part of this Contract as if attached to this Contract.

#### **2.1.2**

This Contract represents the entire and integrated agreement between the Parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Contract, this Contract shall govern. To the extent of any direct conflict or inconsistency between any of the Contract Documents, GC shall immediately notify County and seek clarification from A/E and County.

#### **2.1.3**

The term "GC" shall be interchangeable with the terms "Proposer," "Bidder," Respondent," "Contractor," and "General Contractor" or other similar terms as appropriate in the Contract Documents.

### **2.2 RELATIONSHIP OF THE PARTIES**

GC accepts the relationship of trust and confidence established by this Contract and shall cooperate with A/E and County and exercise GC's skill and judgment in furthering the interests of County; to furnish efficient construction administration, management services and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with County's interests.

## 2.3 GENERAL CONDITIONS

### 2.3.1

The term "Contractor" as used herein or in the UGCs shall mean GC.

### 2.3.2

The term "Owner" as used herein or in the UGCs shall mean County.

### 2.3.3

The term "Architect" as used herein or in the UGCs shall mean A/E.

## ARTICLE 3 CONTRACT TIME

### 3.1

County shall provide a Notice to Proceed in which a date for commencement of the work shall be stated. GC shall achieve Substantial Completion of the Work within **Ninety ( 90 ) calendar days** after such commencement date. As such completion date may be extended by approved Change Orders. Unless otherwise specified in writing, GC shall achieve Final Completion within **thirty (30) calendar days** of Substantial Completion. The time set forth for completion of the work is an essential element of the Contract.

### 3.2 LIQUIDATED DAMAGES

GC acknowledges and recognizes that County is entitled to full and beneficial occupancy and use of the completed Work following expiration of the Contract Time and that County has entered into, or will enter into, binding agreements upon GC's achieving Substantial Completion of the Work within the Contract Time. GC further acknowledges and agrees that if GC fails to complete substantially or cause the Substantial Completion of any Phase of the Work within the Contract Time, County will sustain extensive damages and serious loss as a result of such failure. In the cases of missed scheduled events, which incur exact losses of revenue and exact expenses for fees and other cancellation costs, GC shall be responsible for the exact amount of damages sustained by County. In other cases, the exact amount of such damages will be extremely difficult to ascertain. Therefore, County and GC agree as set forth below:

### 3.2.1

Subject to the other terms and conditions herein, if Substantial Completion is not achieved by the date specified above or by such date to which the Contract Time may be extended, the Contract Sum shall be reduced by **Five Hundred Dollars (\$ 500 ) per calendar day** as liquidated damages and not as a penalty, until the date of Substantial Completion. Force majeure shall apply relative to both rain/snow delays (acts of nature) and/or supply delays over which GC has no control, and such force majeure delays shall not be subject to such reduction of the Contract Sum.

### 3.2.2

County may deduct liquidated damages described herein from any unpaid amounts then or thereafter due GC under this Contract. Any liquidated damages not so deducted from any unpaid amounts due GC shall be payable by GC to County at the demand of County, together with the interest from the date of the demand at a rate equal to the prime interest rate as published by the Wall Street Journal on the **first (1<sup>st</sup>) business day** after such amounts are demanded.

### 3.2.3

Notwithstanding anything to the contrary in this Contract, if County is unable to recover any portion of liquidated damages in accordance with the terms and conditions herein because it is found to be unenforceable or invalid as a penalty or otherwise, then, County shall be entitled to recover from GC all of County's actual damages in connection with the failure by GC to achieve Substantial Completion of the Work within the Contract Time, including, without limitation, direct, indirect, or consequential damages.

## ARTICLE 4 GC REPRESENTATIONS

### 4.1

In order to induce County to enter into this Contract, GC makes the following representations:

#### 4.1.1

GC has examined and carefully studied the Contract Documents and the other related data identified in the Bid/Proposal Documents.

#### 4.1.2

GC has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

#### 4.1.3

GC is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, and performance of the Work.

#### 4.1.4

GC has considered the information known to GC; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by GC, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) GC's safety precautions and programs.

#### 4.1.5

Based on the information and observations referred to in **Paragraph 4.1.4** above, GC does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Sum, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

#### 4.1.6

GC is aware of the general nature of work to be performed by County and others at the Site that relates to the Work as indicated in the Contract Documents.

#### 4.1.7

GC has given A/E written notice of all conflicts, errors, ambiguities, or discrepancies that GC has discovered in the Contract Documents, and the written resolution thereof by A/E is acceptable to GC.

#### 4.1.8

The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

## ARTICLE 5 THE CONTRACT SUM

### 5.1 Contract Sum.

County shall pay GC for completion of the Work in accordance with the Contract Documents the amount of **Twenty-Four Thousand, Eight Hundred Ninety-Three Dollars (\$ 24,893).**



## **5.2 Contract Payments.**

Method and terms of payment of the Contract Sum shall be in accordance with the Contract Documents.

## **5.3 Allowable Overhead and Profit Markup on Changes in the Work.**

In case of an increase in the Contract Sum due to a change in the Work and in accordance with UGC 7, the amounts GC may add to the pricing of a change for overhead and profit are as follows:

### **5.3.1**

For Work performed directly by GC with its Own Employees: GC may add up to **fifteen percent (15%)** for Work performed directly by GC for any specific change.

### **5.3.2**

For Managing Subcontracted Work: GC may add up to **ten percent (10%)** for managing subcontracted Work for any specific change.

Only one percentage, referenced above, shall be used for the purpose of calculating the markup for a specific change amount. For changes involving both additions and deletions, the allowed markup will be allowed only on the net addition. The allowed markup shall cover all overhead expenses and profit of any kind relating to the specific change.

## **ARTICLE 6 PROJECT TEAM**

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

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

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

approval, decision, or determination hereunder by County's Designated Representative shall be binding on County; *provided, however*, County's Designated Representative shall not have any right to modify, amend, or terminate this Contract or executed Contract Amendment. County's Designated Representative shall not have any authority to execute a Contract Amendment unless otherwise granted such authority by the Williamson County Commissioners Court.

GC's Designated Representative for purposes of this Contract is as follows:

**The Roof Co Waco LLC  
Austin Montgomery, Founder  
3605 Franklin Avenue  
Waco, TX 76710-7327**

GC shall have the right, from time to time, to change GC's Designated Representative by giving County written notice thereof. With respect to any action, decision, or determination which is to be taken or made by GC under this Contract, GC's Designated Representative may take such action or make such decision or determination, or shall notify County in writing of an individual responsible for and capable of taking such action, decision, or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions, or determinations by GC's Designated Representative on behalf of GC shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by GC's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision, or determination hereunder by GC's Designated Representative shall be binding on GC. GC's Designated Representative shall have the right to modify, amend, and execute Contract Amendments on behalf of GC.

## **ARTICLE 7 NOTICE**

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

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

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

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

**GC:** The Roof Co. Waco LLC  
Attn: Austin Montgomery, Founder  
3605 Franklin Ave  
Waco, Texas 76710-7327

Attention: Austin Montgomery  
Founder

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

## **ARTICLE 8 DISPUTE RESOLUTION**

Any Claim or Dispute between County and GC shall be resolved in accordance with the provisions set forth in **UGC 15**.

## **ARTICLE 9 MISCELLANEOUS PROVISIONS**

### **9.1 MEANING OF TERMS**

Terms in this Contract shall have the same meaning as those in the UGCs.

### **9.2 NO WAIVER OF IMMUNITY**

Nothing herein shall be construed as a waiver of sovereign immunity by Williamson County.

### **9.3 GOVERNING LAW**

This Contract and all of the rights and obligations of the parties and all of the terms and conditions shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas without reference to its conflicts of law provisions.

Williamson County shall be the sole place of venue for any legal action arising from or related to this Contract or the Project in which County is a party.

#### **9.4 ASSIGNMENT**

County and GC, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Contract. GC shall not assign this Contract without the written consent of County. If GC attempts to make an assignment without County's consent, GC shall nevertheless remain legally responsible for all obligations under this Contract.

#### **9.5 OTHER PROVISIONS**

##### **9.5.1**

GC represents and warrants the following to County (in addition to any other representations and warranties contained in the Contract Documents), as an inducement to County to execute this Contract, which representations and warranties shall survive the execution and delivery of this Contract, any termination of this Contract, and the final completion of the Work:

- .1 that it and its Subcontractors are financially solvent, able to pay all debts as they mature, and possessed of sufficient working capital to complete the Work and perform all obligations hereunder;
- .2 that it is able to furnish the tools, materials, supplies, equipment, and labor required to complete the Work and perform its obligations hereunder;
- .3 that it is authorized to do business in the State of Texas and properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over it and over the Work and the project;
- .4 that its execution of this Contract and its performance thereof is within its duly authorized powers;
- .5 that its duly authorized representative has visited the site of the Project, familiarized himself with the local and special conditions under which the Work is to be performed, and correlated its observations with the requirements of the Contract Documents; and

- .6 that it possesses a high level of experience and expertise in the business administration, construction, construction management, and superintendence of projects of the size, complexity, and nature of this particular Project, and it will perform the Work with the care, skill, and diligence of such a contractor.

## **ARTICLE 10**

### **SCOPE OF CONTRACT AND CONTRACT DOCUMENTS**

#### **10.1**

This Contract represents the entire and integrated agreement between County and GC and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended only by written instrument signed by both County and GC.

#### **10.2**

The following documents comprise the Contract Documents:

1. This Contract between County and GC;
2. Exhibit A – Construction Documents
3. Exhibit B – Minimum Insurance Coverages and Minimum Coverage Amounts
4. Exhibit C – Williamson County Vendor Reimbursement Policy
5. Exhibit D – Williamson County Uniform General Conditions

#### **10.3**

In the event of a dispute or conflict relating to the terms and conditions of the Contract Documents, applicable documents will be referred to for the purpose of clarification, conflict resolution or for additional detail in the following order of precedence:

1. Contract between County and GC;
2. Special Conditions or Supplementary Conditions (if any);
3. Williamson County Uniform General Conditions;
4. all Addenda issued prior to the Effective Date of the Contract between County and GC;  
and
5. The Construction Documents

## **ARTICLE 11**

### **SIGNATORY WARRANTY**

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

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

GC:  
The Roof Co. Waco LLC

By: Erin Montgomery  
Signature

Erin Montgomery  
Printed Name

Owner  
Title

Date Signed: 7/27/2022

WILLIAMSON COUNTY:

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

Bill Gravell Jr.  
Williamson County Judge

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

## EXHIBIT A

### CONSTRUCTION DOCUMENTS

GC shall perform and provide the following:

**Flat Roof**

- Tear off existing roof down to deck
- Mechanically attach 1.5" ISO base layer
- Fully adhere 1/8" tapered insulation system w/ 1/2" tapered crickets to through wall scuppers
- Fully adhere single ply membrane at field of roof

**Price for scope of work above:**

**Materials:** \$14,872.00

**Labor:** \$5,400.00

**Equipment/Disposal/General Conditions:** \$2,672

**Gable End Siding as needed:**

**Material & labor:** \$1,949.00

## EXHIBIT B



### MINIMUM INSURANCE COVERAGES AND MINIMUM COVERAGE AMOUNTS

1. All policies of insurance provided by Contractor must comply with the requirements of this Exhibit, the Contract Documents, and the laws of the State of Texas.
2. Contractor shall provide and maintain, until the Work covered in the Contract is completed and accepted by County, the minimum insurance coverages in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A. M. Best Company, or otherwise acceptable to County.

#### TYPE OF COVERAGE

#### LIMITS OF LIABILITY

##### Worker's Compensation

Statutory

##### Employer's Liability

Bodily Injury by Accident

\$ 1,000,000 per Accident

Bodily Injury by Disease

\$ 1,000,000 per Employee

\$ 1,000,000 aggregate Policy Limit

##### Comprehensive General Liability

(including completed operations and contractual liability insurance for bodily injury, death, or property damages)

Comprehensive General Liability

\$ 1,000,000 per Occurrence

\$ 2,000,000 aggregate Policy Limit

##### Comprehensive Automobile and Auto Liability Insurance

(covering owned, hired, leased, and non-owned vehicles)



Bodily injury (including death)	<u>\$ 1,000,000</u> per Person <u>\$ 1,000,000</u> per Occurrence
Property Damage	<u>\$ 1,000,000</u> per Person <u>\$ 1,000,000</u> per Occurrence
	No aggregate Policy Limit

**Builder's Risk Insurance** (all risks)

An all risk policy, in the amount equal at all times to **100% of the Contract Sum**. The policy shall include coverage for loss or damage caused by certified acts of terrorism as defined in the Terrorism Risk Insurance Act. The policy shall be issued in the name of Contractor and shall name its Subcontractors as additional insureds. County shall be named as a loss payee on the policy. The builders risk policy shall have endorsements as follow:

- A.** This insurance shall be specific as to coverage and not considered as contributing insurance with any permanent insurance maintained on the present premises. If off-site storage is permitted, coverage shall include transit and storage in an amount sufficient to protect property being transported or stored.

**Flood insurance**

(when specified in Supplementary General Conditions or Special Conditions.

**Umbrella Coverage** \$ 2,000,000

**Workers' Compensation Insurance**

**A.** Definitions:

**Certificate of coverage ("Certificate")** - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the Project.

**Duration of the Project** - includes the time from the beginning of the work on the Project until the Contractor's/person's work on the Project has been completed and accepted by County.

**Coverage** - Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).

**Persons providing services on the Project** ("Subcontractor") - includes all persons or entities performing all or part of the services Contractor has undertaken to perform on the Project, regardless of whether that person contracted directly with Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the Project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- B.** Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, §401.011(44) for all employees of Contractor providing services on the Project, for the duration of the Project.
- C.** Contractor must provide a certificate of coverage prior to execution of the Contract, and in no event later than **ten (10) calendar days** from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.
- D.** If the coverage period shown on Contractor's current certificate of coverage ends during the duration of the Project, Contractor must, prior to the end of the coverage period, file a new certificate of coverage with County showing that coverage has been extended.
- E.** Contractor shall obtain from each person providing services on a project, and provide to County:
  - (1)** a certificate of coverage, prior to that person beginning work on the Project, so County will have on file certificates of coverage showing coverage for all persons providing services on the Project; and
  - (2)** no later than **seven (7) calendar days** after receipt by Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project.
- F.** Contractor shall retain all required certificates of coverage for the duration of the Project and for **one (1) year** thereafter.

- G.** Contractor shall notify County in writing by certified mail or personal delivery, within **ten (10) calendar days** after Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project.
- H.** Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the Project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- I.** Contractor shall contractually require each person with who it contracts to provide services on a project, to:
- (1)** provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas labor Code, Section 401.011(44) for all of its employees providing services on the Project, for the duration of the Project;
  - (2)** provide to Contractor, prior to that person beginning work on the Project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the Project, for the duration of the Project;
  - (3)** provide Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;
  - (4)** obtain from each other person with whom it contracts, and provide to Contractor:
    - a.** a certificate of coverage, prior to the other person beginning work on the Project; and
    - b.** a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;
  - (5)** retain all required certificate of coverage on file for the duration of the Project and for **one (1) year** thereafter;
  - (6)** notify County in writing by certified mail or personal delivery, within **ten (10) calendar days** after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project; and

(7) contractually require each person with whom it contracts, to perform as required by **Paragraphs (1)-(7)**, with the certificates of coverage to be provided to the person for whom they are providing services.

- J. By signing the Contract or providing or causing to be provided a certificate of coverage, Contractor is representing to County that all employees of Contractor who will provide services on the Project will be covered by workers' compensation coverage for the duration of the Project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
  - K. Contractor's failure to comply with any of these provisions is a breach of contract by Contractor which entitles County to declare the Contract void if Contractor does not remedy the breach within **ten (10) calendar days** after receipt of notice of breach from County.
- 3. If insurance policies are not written for the amounts specified in this section, Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of primary coverage.
  - 4. The furnishing of the above listed insurance coverage, as may be modified by the Contract Documents, must be tendered prior to execution of the Contract, and in no event later than **ten (10) calendar days** from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.
  - 5. County shall be entitled, upon request and without expense, to receive copies of the policies and all endorsements as they apply to the limits set out in this section.
  - 6. Contractor shall be responsible for payment of premiums for all of the insurance coverages required under this section. Contractor further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which Contractor is responsible hereunder, Contractor shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over **seventy-five thousand dollars (\$ 75,000)** in Contractor's insurance must be declared and approved in writing by County in advance.

## EXHIBIT C



### WILLIAMSON COUNTY VENDOR REIMBURSEMENT POLICY

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

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

#### 1. Invoices and Affidavits

- 1.1 Invoices must adequately describe the goods or services provided to County and include all required backup (i.e. reimbursable expenses, mileage log, timesheets, receipts detailing expenses incurred etc.) that is in a form acceptable to the Williamson County Auditor. Invoices that do not adequately describe the goods or services provided to County or contain backup that is not satisfactory to the Williamson County Auditor will be returned to vendor for revisions and the provision above relating to invoice errors resolved in favor of County shall control as to the required actions of vendor and when such invoice must be paid by County.
- 1.2 In the event an invoice includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to County or whether they are the basis of invoices from subcontractors for which the vendor seeks reimbursement from County, the charges shall be accompanied by an affidavit signed by an officer or principal of the vendor certifying that the work was performed, it was authorized by County and that all information contained in the invoice that is being submitted is true and correct.

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

## **2. Travel Reimbursement**

- 2.1** County will only cover costs associated with travel on vendors outside a **fifty (50)-mile radius** from Williamson County, Texas.
- 2.2** County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel costs must be split in proportion to the amount of work actually performed for County and the other client. The only allowable travel expense will be for the specific days worked for Williamson County.
- 2.3** No advance payments will be made to vendor for travel expenditures. The travel expenditure may only be reimbursed after the expenditure/trip has already occurred and vendor has provided the Williamson County Auditor with all necessary and required backup.
- 2.4** Vendors must submit all travel reimbursement requests on each employee in full. Specifically, a travel reimbursement request must include all related travel reimbursement expenses relating to a particular trip for which vendor seeks reimbursement. Partial travel reimbursement requests will not be accepted (i.e. vendor shall not submit hotel and mileage one month then the next month submit rental car and airfare). If the travel reimbursement appears incomplete, the invoice will be sent back to the vendor to be submitted when all information is ready to submit in full.
- 2.5** Reimbursement for transportation costs will be at the most reasonable means of transportation (i.e.: airline costs will be reimbursed for coach rate, rental car costs will only be reimbursed if rental car travel was most reasonable means of travel as compared to travel by air).
- 2.6** County will not be responsible for, nor will County reimburse additional charges due to personal preference or personal convenience of individual traveling.
- 2.7** County will not reimburse airfare costs if airfare costs were higher than costs of mileage reimbursement.

- 2.8** Additional expenses associated with travel that is extended to save costs (i.e. Saturday night stay) may be reimbursed if costs of airfare would be less than the cost of additional expenses (lodging, meals, car rental, mileage) if the trip had not been extended. Documentation satisfactory to the Williamson County Auditor will be required to justify expenditure.
- 2.9** County will only reimburse travel expense to necessary personnel of the vendor (i.e. no spouse, friends, or family members).
- 2.10** Except as otherwise set forth herein, a vendor must provide a paid receipt for all expenses. If a receipt cannot be obtained, a written sworn statement of the expense from the vendor may be substituted for the receipt.
- 2.11** Sales tax for meals and hotel stays are the only sales taxes that will be reimbursed. Sales tax on goods purchased will not be reimbursed. A sales tax exemption form is available from the Williamson County Auditor's Office upon request.
- 2.12** County will not pay for any late charges on reimbursable items. It is the responsibility of the vendor to pay the invoice first and seek reimbursement from County.

### **3. Meals**

- 3.1** Meal reimbursements are limited to a maximum of **fifty (\$50) per day** on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of **twenty (\$20) per day**. The travel must be outside the Williamson County, Texas line by a **fifty (50)-mile radius**.
- 3.2** Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to **3.2**). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.
- 3.3** Meals are reimbursable only for vendors who do not have the necessary personnel located within a **fifty (50)-mile radius** of Williamson County, Texas that are capable of carrying the vendor's obligations to County. Meals will not be reimbursed to vendors who are located within a **fifty (50)-mile radius** of Williamson County, Texas.
- 3.4** County will not reimburse for alcoholic beverages.
- 3.5** Tips are reimbursable but must be reasonable to limitation of meal allowance
- 3.6** No meals purchased for entertainment purposes will be allowed.
- 3.7** Meal reimbursement must be substantiated with a hotel receipt.

### **4. Lodging**

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

## **5. Airfare**

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

## **6. Car Rental**

- 6.1** Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.
- 6.2** Cars rented must be economy or mid-size. Luxury vehicle rentals will not be reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.
- 6.3** Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.



- 6.4** Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.
- 6.5** Rental agreement and credit card receipt must be provided to County as back up for the request for reimbursement.
- 6.6** Insurance purchased when renting vehicle may also be reimbursed.
- 6.7** Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

## **7. Personal Car Usage**

- 7.1** Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.
- 7.2** Per code of Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d), all expense reimbursement requests must include the following:
  - 7.2.1** Date
  - 7.2.2** Destination
  - 7.2.3** Purpose
  - 7.2.4** Name of traveler(s)
  - 7.2.5** Correspondence that verifies business purpose of the expense
- 7.3** The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.
- 7.4** Mileage will be reimbursed on the basis of the most commonly used route.
- 7.5** Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.
- 7.6** Reimbursement for mileage shall be prohibited between place of residence and usual place of work.
- 7.7** Mileage shall be calculated from employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of Williamson County, Texas by at least a **fifty (50)-mile radius**.
- 7.8** When more than one person travels in same vehicle, only one person may claim mileage reimbursement.

- 7.9** Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).
- 7.10** Parking fees, if reasonable are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.
- 7.11** Operating and maintenance expenses as well as other personal expenses, such as parking tickets, traffic violations, and car repairs and collision damage are not reimbursable.

## **8. Other Expenses**

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

## **9. Repayment of Non-reimbursable Expenses**

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

## **10. Non-Reimbursable Expenses**

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

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

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

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

## **EXHIBIT D**



### **UNIFORM GENERAL CONDITIONS**

#### **TABLE OF ARTICLES**

<b>1</b>	<b>GENERAL PROVISIONS</b>
<b>2</b>	<b>OWNER</b>
<b>3</b>	<b>CONTRACTOR</b>
<b>4</b>	<b>ARCHITECT</b>
<b>5</b>	<b>SUBCONTRACTORS</b>
<b>6</b>	<b>CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS</b>
<b>7</b>	<b>CHANGES IN THE WORK</b>
<b>8</b>	<b>TIME</b>
<b>9</b>	<b>PAYMENTS AND COMPLETION</b>
<b>10</b>	<b>PROTECTION OF PERSONS AND PROPERTY</b>
<b>11</b>	<b>INSURANCE AND BONDS</b>
<b>12</b>	<b>UNCOVERING AND CORRECTION OF WORK</b>
<b>13</b>	<b>MISCELLANEOUS PROVISIONS</b>
<b>14</b>	<b>TERMINATION OR SUSPENSION OF THE CONTRACT</b>
<b>15</b>	<b>CLAIMS AND DISPUTES</b>

## **ARTICLE 1 GENERAL PROVISIONS**

### **1.1 BASIC DEFINITIONS**

#### **1.1.1 CONTRACT DOCUMENTS**

Contract Documents are enumerated in the Contract between the Owner and Contractor (hereinafter the Contract) and consist of the Contract, Conditions of the Contract as revised, Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Contract and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Owner or the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding requirements.

#### **1.1.2 CONTRACT**

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants or (4) between any persons or entities other than the Owner and the Contractor.

#### **1.1.3 WORK**

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

#### **1.1.4 THE PROJECT**

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by separate contractors.

#### **1.1.5 THE DRAWINGS**

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

### **1.1.6 THE SPECIFICATIONS**

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

### **1.1.7 INSTRUMENTS OF SERVICE**

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

### **1.1.8 KNOWLEDGE**

The terms "knowledge," "recognize," and "discover," their respective derivatives, and similar terms in the Contract Documents, as used in reference to the Contractor, shall be interpreted to mean that which the Contractor knows (or should know), recognizes (or should recognize), and discovers (or should discover) in exercising the care, skill, and diligence required by the Contract Documents. Analogously, the expression "reasonably inferable" and similar terms in the Contract Documents shall be interpreted to mean reasonably inferable by a contractor familiar with the Project and exercising the care, skill, and diligence required of the Contractor by the Contract Documents.

### **1.1.9 PRODUCT**

Materials, systems, and equipment incorporated or to be incorporated in the Work.

### **1.1.10 PROVIDE**

Furnish and install and shall include, without limitation, labor, materials, equipment, transportation, services, and other items required to complete the referenced tasks.

### **1.1.11 FURNISH**

Pay for, deliver (or receive), unload, inspect, and store products, materials, equipment, and accessories as specified while retaining care, custody and control until received for installation based on a signed receipt.

### **1.1.12 INSTALL**

Receive, unload, inspect, and store as specified while retaining care, custody and control; set or place in position, make required connections; and adjust and test as specified in the Contract Documents for satisfactory performance and operation.

## **1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS**

### **1.2.1**

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary,

and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the intended results. In the event of inconsistencies within or between parts of the Contract Documents, or between the Contract Documents and applicable standards, codes, and ordinances, the Contractor shall (i) provide the better quality or greater quantity of Work or (ii) comply with the more stringent requirement; either or both in accordance with the Owner or the Architect's interpretation. The terms and conditions of this **Paragraph 1.2.1**, however, shall not relieve the Contractor of any of the obligations set forth in the Contract Documents.

### **1.2.2**

Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

### **1.2.3**

Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

- .1** Whenever a product is specified in accordance with a Federal Specification, an ASTM Standard, an American National Standards Institute Specification, or other Association Standard, the Contractor, if required by the Specifications or if requested by the Owner, shall present evidence from the manufacture, certifying the product complies with the particular Standard or Specification. When required by the Contract Documents, supporting data shall be submitted to substantiate compliance.
- .2** Whenever a product is specified or shown by describing proprietary items, model numbers, catalog numbers, manufacturer, trade names, or similar reference, no substitutions may be made unless accepted in strict accordance with the Substitution requirements stated in the Specifications or, if no Substitution requirements are stated in the Specifications, in accordance with the requirements stated elsewhere in the Contract Documents. Where two or more products are shown or specified, the Contractor has the option to use either of those shown or specified.

## **1.3 CAPITALIZATION**

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

## **1.4 INTERPRETATION**

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article

is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

## **1.5 USE OF DRAWINGS AND OTHER INSTRUMENTS OF SERVICE**

### **1.5.1**

The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights, except as provided in the Owner-Architect Agreement. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

### **1.5.2**

The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

## **1.6 TRANSMISSION OF DATA IN DIGITAL FORM**

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall establish the necessary protocols governing such transmissions in writing, unless otherwise already provided in the Agreement or the Contract Documents.

## **ARTICLE 2 OWNER**

### **2.1 GENERAL**

The Owner means Williamson County acting through any duly authorized representative as provided in the Contract, and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization ("Owner's Designated Representative"). The term "Owner" means the Owner or the Owner's authorized representative.

### **2.2 OWNER**



### **2.2.1 Appropriation of Funds by Owner**

Owner believes it has sufficient funds currently available and authorized for expenditure to finance the costs of the Agreement between Owner and Contractor. Contractor understands and agrees that the Owner's payment of amounts under the Agreement between Owner and Contractor is contingent on the Owner receiving appropriations or other expenditure authority sufficient to allow the Owner, in the exercise of reasonable administrative discretion, to continue to make payments under the Agreement.

### **2.2.2**

Unless specifically stated otherwise in the Contract Documents, Contractor shall secure and pay for necessary permits, approvals, assessments, and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

### **2.2.3**

The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. Except for surveys or grade information, the Contractor shall compare the information furnished by the Owner, including, but not limited to, soil tests, with visibly observable physical conditions and the Contract Documents and, on the basis of such review, promptly report to the Owner and the Architect any known conflicts, errors or omissions. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

### **2.2.4**

The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

### **2.2.5**

Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions.

## **2.3 OWNER'S RIGHT TO STOP THE WORK**

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by **Section 12.2** or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

## **2.4 OWNER'S RIGHT TO CARRY OUT THE WORK**

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a **ten (10)-calendar day** period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

## **2.5 EXTENT OF OWNER RIGHTS**

### **2.5.1**

The rights stated in this **Article 2** and elsewhere in the Contract Documents are cumulative and not in limitation of any rights of the Owner (1) granted in the Contract Documents, (2) at law, or (3) in equity.

### **2.5.2**

In no event shall the Owner have control over, charge of, or any responsibility for construction means, methods, techniques, sequences, or procedures or for safety precautions and programs in connection with the Work, notwithstanding any of the rights and authority granted the Owner in the Contract Documents.

## **2.6 OWNER'S RIGHT TO RECORDS**

### **2.6.1**

The Contractor's records, which shall include but not be limited to accounting records, written policies and procedures, subcontractor files (including proposals of successful bidders), original estimates, estimating work sheets, correspondence, schedules, change order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to this contract (all foregoing hereinafter referred to as "records") and shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by Owner's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the Contractor or any of his payees. Such records subject to examination shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Contract.

### **2.6.2**

For the purpose of such audits, inspections, examinations and evaluations, the Owner's agent, or authorized representatives shall have access to said records from the effective date of this Contract for the duration of Work and until **three (3) years** (or longer if required by law) after the date of final payment by Owner to Contractor.

### **2.6.3**

Owner's agent or its authorized representative shall have access during normal business hours to the Contractor's facilities, shall have access to all necessary records and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this **Section 2.6**. Owner's agent or authorized representative shall give auditees reasonable advance notice of intended audits.

### **2.6.4**

Contractor shall require all subcontractors, insurance agents, and material suppliers (payees) with cost plus contracts, if permitted, and not fixed price contracts to comply with the provisions of this **Article 2** by insertion of the requirements hereof in a written contract agreement between Contractor and payee. Failure to obtain such written contracts which include such provisions shall be reason to exclude some or all of the related payee's costs from amounts payable to the Contractor pursuant to this contract.

## **ARTICLE 3 CONTRACTOR**

### **3.1 GENERAL**

#### **3.1.1**

The Contractor is the person or entity identified as such in the Contract and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under the Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative, and if these General Conditions are used in conjunction with the Contract between Owner and Construction Manager-At-Risk, the term "Contractor" shall mean the Construction Manager.

#### **3.1.2**

The Contractor shall perform the Work in strict accordance with the Contract Documents.

#### **3.1.3**

The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's

administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

### **3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR**

#### **3.2.1**

Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents. Prior to execution of the Contract, the Contractor and each Subcontractor shall have evaluated and satisfied themselves as to the observable conditions and limitations under which the Work is to be performed, including, without limitation, (i) the location, condition, layout, and nature of the Project site and surrounding areas, (ii) generally prevailing climatic conditions, (iii) anticipated labor supply and costs, (iv) availability and cost of materials, tools, and equipment, and (v) other similar issues. The Owner assumes no responsibility or liability for the physical condition or safety of the Project site or any improvements located on the Project site. Except as set forth in **Section 10.3**, the Contractor and its Subcontractors shall be responsible for providing a safe place for the performance of the Work. The Owner shall not be required to make any adjustment in either the Contract Sum or the Contract Time in connection with any failure by the Contractor or any Subcontractor to have complied with the requirements of **this Section 3.2**.

#### **3.2.2**

Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to **Paragraph 2.2.3**, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Owner and Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner. The Contractor shall verify the accuracy of elevations, dimensions, locations, and field measurements. In all cases of the interconnection of its Work with existing or other Work, the Contractor shall verify at the site all dimensions relating to such existing or other Work.

- .1 All of Contractor's and Subcontractors' work shall conform to the Contract Documents. Contractor shall be responsible for the details of the Work necessary to carry out the intent of the drawings and specifications, or which are customarily performed. When more detailed information is required for performance of the Work or when an interpretation of the Contract Documents is requested, the Contractor shall submit a written request for information to the Architect or Owner (as required), and the Owner or Architect shall furnish such information or interpretation. Where only part of the Work is indicated, similar parts shall be considered repetitive. Where any detail is shown and components thereof are fully described, similar details not fully described shall be considered to incorporate the fully described details and components.
- .2 The Contractor has had an opportunity to examine, and has carefully examined, all of the Contract Documents and Project site, and has fully acquainted itself with the scope of work, design, availability of materials, existing facilities, access, general topography, soil structure, subsurface conditions, obstructions, and all other conditions pertaining to the Work, the site of the Work, and its surrounding; that it has made necessary investigations to a full understanding of the difficulties which may be encountered in performing the Work; and that anything in any Contract Documents, or in any representations, statements, or information made or furnished by Owner or its representatives notwithstanding, Contractor will complete the Work for the compensation stated in the Contract. In addition thereto, Contractor represents that it is fully qualified to do the Work in accordance with the terms of the Contract in the time specified.

### **3.2.3**

The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Owner and the Architect any nonconformity discovered by or made known to the Contractor as a request for information.

### **3.2.4**

If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to **Paragraphs 3.2.2 or 3.2.3** above, the Contractor shall make Claims as provided in **Article 15**.

### **3.3 SUPERVISION AND CONSTRUCTION PROCEDURES**

#### **3.3.1**

The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. Subcontractors are responsible for directing their forces on their portions of the Work. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor and Subcontractors shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures.

#### **3.3.2**

The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

#### **3.3.3**

The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

#### **3.3.4**

Inspection of the progress, quantity, or quality of the Work done by the Owner, any Owner's representative, any governmental agency, or the Architect, or any inspector, shall not relieve the Contractor of any responsibility for the compliance of the Work with the Contract Documents. The Owner or its approved representative (heretofore referred to as Owner's representative) shall have access to the worksite and all Work. No supervision or inspection by the Owner's representative, nor the authority to act nor any other actions taken by the Owner's representative shall relieve the Contractor of any of its obligations under the Contract Documents nor give rise to any duty on the part of the Owner.

### 3.4 LABOR AND MATERIALS

#### 3.4.1

Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

**.1 Duty to Pay Prevailing Wage Rates.** The Contractor shall pay not less than the wage scale of the various classes of labor as shown on the “Prevailing Wage Schedule” provided by the Owner. The specified wage rates are minimum rates only, and are not representations that qualified labor adequate to perform the Work is available locally at the prevailing wage rates. The Owner is not bound to pay—and will not consider—any claims for additional compensation made by any Contractor because the Contractor pays wages in excess of the applicable minimum rate contained in the Contract Documents. The “Prevailing Wage Schedule” is not a representation that quantities of qualified labor adequate to perform the Work may be found locally at the specified wage rates.

a) For classifications not shown, workers shall not be paid less than the wage indicated for Laborers. The Contractor shall notify each worker commencing work on the Project the worker’s job classification and the established minimum wage rate required to be paid, as well as the actual amount being paid. The notice must be delivered to and signed in acknowledgement of receipt by the employee and must list both the monetary wages and fringe benefits to be paid or furnished for each classification in which the worker is assigned duties. When requested by Owner, competent evidence of compliance with the Texas Prevailing Wage Law shall be furnished by Contractor.

b) A copy of each worker wage rate notification shall be submitted to the Owner with the Application for Payment for the period during which the worker began on-site activities.

**.2 Prevailing Wage Schedule.** The “Prevailing Wage Schedule” shall be determined by the Owner in compliance with **Texas Government Code, Chapter 2258**. Should the Contractor at any time become aware that a particular skill or trade not reflected on the Owner’s Prevailing Wage Schedule will be or is being employed in the Work, whether by the Contractor or by a subcontractor, the Contractor shall promptly inform the Owner and shall specify a wage rate for that skill or trade, which shall bind the Contractor.

- .3 Penalty for Violation.** The Contractor and any Subcontractor shall pay to the Owner a penalty of **sixty dollars (\$60.00)** for each worker employed for each calendar day, or portion thereof, that the worker is paid less than the wage rates stipulated in the Prevailing Wage Schedule or any supplement thereto pursuant to **Paragraph 3.4.1.2** above. The Contractor and each Subcontractor shall keep, or cause to be kept, an accurate record showing the names and occupations of all workers employed in connection with the Work, and showing the actual per diem wages paid to each worker, which records shall be open at all reasonable hours for the inspection by the Owner.
- .4 Complaints of Violations of Prevailing Wage Rates.** Within **thirty-one (31) days** of receipt of information concerning a violation of **Texas Government Code, Chapter 2258**, the Owner shall make an initial determination as to whether good cause exists to believe a violation occurred. The Owner's decision on the initial determination shall be reduced to writing and sent to the Contractor or Subcontractor against whom the violation was alleged, and to the affected worker. When a good cause finding is made, the Owner shall retain the full amounts claimed by the claimant or claimants as the difference between wages paid and wages due under the Prevailing Wage Schedule and any supplements thereto, together with the applicable penalties, such amounts being subtracted from successive progress payments pending a final decision on the violation.
- .5 Arbitration Required if Violation not Resolved.** After the Owner makes its initial determination, the affected Contractor or Subcontractor and worker have **fourteen (14) days** in which to resolve the issue of whether a violation occurred, including the amount that should be retained by Owner or paid to the affected worker. If the Contractor or Subcontractor and affected worker reach an agreement concerning the worker's claim, the Contractor shall promptly notify the Owner in a written document signed by the worker. If the Contractor or Subcontractor and affected worker do not agree before the **fifteenth (15<sup>th</sup>) day** after the Owner's determination, the Contractor or Subcontractor and affected worker must participate in binding arbitration in accordance with the **Texas General Arbitration Act, Chapter 171, Tex. Civ. Prac. & Rem. Code**. The parties to the arbitration have **ten (10) days** after the expiration of the **fifteen (15) days** referred to above, to agree on an arbitrator; if by the **eleventh (11<sup>th</sup>) day** there is no agreement to an arbitrator, a district court shall appoint an arbitrator on the petition of any of the parties to the arbitration.
- .6 Arbitration Award.** If an arbitrator determines that a violation has occurred, the arbitrator shall assess and award against the Contractor or Subcontractor the amount of penalty as provided in this **Section 3.4** and the amount owed the worker. The Owner may use any amounts retained hereunder to pay the worker the amount as designated in the arbitration award. If the Owner has not retained enough from the Contractor or Subcontractor to pay the worker in accordance with the arbitration



award, the worker has a right of action against the Contractor and Subcontractor as appropriate, and the surety of either to receive the amount owed, attorneys' fees and court costs. The Contractor shall promptly furnish a copy of the arbitration award to the Owner.

**.7 Prevailing Wage Retainage.** Money retained pursuant to this **Section 3.4** shall be used to pay the claimant or claimants the difference between the amount the worker received in wages for labor on the Project at the rate paid by the Contractor or Subcontractor and the amount the worker would have received at the general prevailing wage rate as provided by the agreement of the claimant and the Contractor or Subcontractor affected, or in the arbitrator's award. The full statutory penalty of **sixty dollars (\$60.00) per day** of violation per worker shall be retained by the Owner to offset its administrative costs, pursuant to **Texas Government Code, §2258.023**. Any retained funds in excess of these amounts shall be paid to the Contractor on the earlier of the next progress payment or final payment. Provided, however, that the Owner shall have no duty to release any funds to either the claimant or the Contractor until it has received the notices of agreement or the arbitration award as provided under **Paragraphs 3.4.2 and 3.4.3**.

**.8 No Extension of Time.** If the Owner determines that good cause exists to believe a violation has occurred, the Contractor shall not be entitled to an extension of time for any delay arising directly or indirectly from of the procedures set forth in this **Section 3.4**.

### **3.4.2**

Except in the case of minor changes in the Work authorized by the Owner or Architect in accordance with **Paragraphs 3.12.8 or Section 7.4**, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive. If the Contractor desires to submit an alternate product or method in lieu of what has been specified or shown in the Contract Documents, the Contractor shall comply with the Substitution requirements listed in the Specifications, or if there are no Substitution requirements listed in the Specifications, then the following provisions apply:

**.1** The Contractor must submit to the Architect and the Owner (1) a full explanation of the proposed substitution and submittal of all supporting data, including technical information, catalog cuts, warranties, test results, installation instructions, operating procedures, and other like information necessary for a complete evaluation of the substitution; (2) the adjustment, if any, in the Contract Sum, in the event the substitution is acceptable; (3) the adjustment, if any, in the time of completion of the Contract and the construction schedule in the event the substitution is acceptable; and (4) a statement indicating Contractor accepts the warranty and correction obligations in connection with the proposed substitution as if originally specified by the Architect.

Proposals for substitutions shall be to the Architect in sufficient time to allow the Architect no less than **ten (10) working days** for review. No substitutions will be considered or allowed without the Contractor's submittal of complete substantiating data and information as stated hereinbefore.

#### **3.4.3**

The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

#### **3.4.4**

The Contractor shall only employ or use labor in connection with the Work capable of working harmoniously with all trades, crafts, and any other individuals associated with the Project.

#### **3.4.5.**

In case the progress of the Work is affected by any undue delay in furnishing or installing any items or materials or equipment required under the Contract Documents because of such conflict involving any such labor agreement or regulation, the Owner may require that other material or equipment of equal kind and quality be provided pursuant to a Change Order or Construction Change Directive.

### **3.5 WARRANTY**

#### **3.5.1**

The Contractor warrants to the Owner: (1) that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise; (2) that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit; (3) that the Work will be done strictly in accordance with the Contract Documents; (4) that all products are installed per the manufacturer's instructions, and in such a way that the manufacturer's warranties are preserved, including the use of a manufacturer-certified installer, if required by the manufacturer; (5) and that the Work, when finally completed, will provide a complete Project that meets the intent of the Contract Documents.

The Contractor represents and warrants to the Owner that its materials and workmanship, including without limitation, construction means, methods, procedures and techniques necessary to perform the Work, use of materials, selection of equipment and requirements of product manufacturers are and shall be consistent with: (1) good and sound practices within the construction industry; (2) generally prevailing and accepted industry standards applicable to the Work; (3) requirements of any warranties applicable to the Work subject to **Paragraph 3.2.3.** Work, materials, or equipment not conforming to these requirements shall

be considered defective, and promptly after written notification of non-conformance shall be repaired or replaced by Contractor with Work conforming to this warranty. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Owner or Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

- .1 Contractor further warrants that all materials or equipment of a category or classification will be a product of the same manufacturer and such materials or equipment shall be of the same lot, batch or type and that such materials and equipment will be as specified.

### **3.5.2**

The Contractor agrees to assign to the Owner at the time of final completion of the Work any and all manufacturer's warranties relating to materials and labor used in the Work and further agrees to perform the Work in such manner so as to preserve any and all such manufacturer's warranties.

## **3.6 TAXES**

**State Sales and Use Taxes.** Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Contractor is liable; provided, however, Owner is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code Ann. 151.309, as amended, and the services and materials subject of the Contract are being secured for use by Owner. Exemption certificates will be provided to Contractor upon request. As a precondition to the Owner reimbursing Contractor for allowable sales and use taxes, Contractor must, on its own, first attempt to use such tax exemption certificates in order to assert the exemption. In the event Contractor's efforts to use the tax exemption certificate is unsuccessful and provided that under the laws of the State of Texas an exemption from sales and use taxes is allowed. Owner will reimburse Contractor for such sales and use taxes upon Contractor providing sufficient and satisfactory documentation to the Williamson County Auditor.

## **3.7 PERMITS, FEES, NOTICES, AND COMPLIANCE WITH LAWS**

### **3.7.1**

Unless otherwise provided, the Contractor shall secure, pay for, and, as soon as practicable, furnish the Owner with copies or certificates of all permits and fees, licenses, and inspections necessary for the proper execution and completion of the Work, including, without limitation, all building permits. All connection charges, assessments, or inspection fees as may be imposed by any municipal agency or utility company are included in the Contract Sum and shall be the Contractor's responsibility.

### **3.7.2**

The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

### **3.7.3**

If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction and damages resulting therefrom.

### **3.7.4 Concealed or Unknown Conditions**

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than **twenty-one (21) calendar days** after first observance of the conditions. The Owner will promptly investigate such conditions and, if the Owner determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will authorize an equitable adjustment in the Contract Sum or Contract Time, or both. If the Owner determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Owner shall promptly notify the Contractor in writing, stating the reasons. If the Contractor disputes the Owner's determination, the Contractor party may assert a Claim as provided in **Article 15**.

### **3.7.5**

If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in **Article 15**.

### 3.8 ALLOWANCES

#### 3.8.1

The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

#### 3.8.2

Unless otherwise provided in the Contract Documents,

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 whenever costs are more than or less than allowances, the Contractor shall, prior to purchasing any such materials, notify the Owner in writing of the cost and whether such cost will exceed the amount of the allowance. If Owner authorizes Contractor to proceed, after receiving the Contractor's estimate of the total cost, then the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under **Paragraph 3.8.2.1** and (2) changes in Contractor's costs under **Paragraph 3.8.2.2**.

### 3.9 SUPERINTENDENT

#### 3.9.1

The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent or Contractor's project manager shall be as binding as if given to the Contractor. Important oral communications shall be immediately confirmed in writing.

#### 3.9.2

The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Owner or Architect may reply within **fourteen (14) calendar days** to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent or (2) that the Owner and Architect require additional time to review. Failure of the Owner or Architect to reply within the **fourteen (14)-calendar day** period shall constitute notice of no reasonable objection.

### **3.9.3**

The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

## **3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES**

### **3.10.1**

The Contractor, as provided in the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

### **3.10.2**

The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's approval. The Architect's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

### **3.10.3**

The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

### **3.10.4**

The construction schedule shall be a detailed precedence-style critical path management ("CPM") schedule in a format satisfactory to the Owner that shall (1) provide a graphic representation of all activities and events that will occur during performance of the Work; (2) identify each phase of construction and occupancy; and (3) set forth dates that are critical in ensuring the timely and orderly completion of the Work in accordance with the requirements of the Contract Documents (hereinafter referred to as the "Milestone Date"). Upon review and acceptance by the Owner of the Milestone Dates, the construction schedule shall be deemed part of the Contract Documents. If not accepted, the construction schedule shall be promptly revised by the Contractor in accordance with the recommendations of the Owner and resubmitted for acceptance. The Contractor shall monitor the progress of the Work for conformance with the requirements of the construction schedule and shall promptly advise

the Owner of any delays or potential delays. The accepted construction schedule shall be updated to reflect actual conditions as set forth in **Paragraph 3.10.1** or if requested by the Owner. In the event any progress report indicates any delays, the Contractor shall propose an affirmative plan to correct the delay, including overtime and/or additional labor, if necessary. In no event shall any progress report constitute an adjustment in the Contract Time, any Milestone date, or the Contract Sum unless any such adjustment is agreed to by the Owner and authorize pursuant to a Change Order.

#### **3.10.5**

In the event the Owner determines that the performance of the Work, as of a Milestone Date, has not progressed or reach the level of completion required by the Contract Documents, the Owner shall have the right to order the Contractor to take corrective measures necessary to expedite the progress of construction, including without limitation, (1) working additional shifts or overtime, (2) supplying additional manpower, equipment, and facilities, and (3) other similar measures. Such measures so continue until the progress of the Work complies with the stage of completion required by the Contract Documents. The Owner's right to require such measures is solely for the purpose of ensuring the Contractors compliance with the construction schedule.

### **3.11 DOCUMENTS AT THE SITE**

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

### **3.12 SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES**

#### **3.12.1**

Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

#### **3.12.2**

Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

#### **3.12.3**

Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

#### **3.12.4**

Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of **Paragraph 4.2.7**. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

#### **3.12.5**

The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors.

#### **3.12.6**

By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

#### **3.12.7**

The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals until the respective submittal has been approved by the Architect.

#### **3.12.8**

The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals by the Architect's approval thereof.



### **3.12.9**

The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions.

### **3.12.10**

The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this **Paragraph 3.12.10**, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

## **3.13 USE OF SITE**

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

## **3.14 CUTTING AND PATCHING**

### **3.14.1**

The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly as required by the Contract Documents. All

areas requiring cutting, fitting, and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.

#### **3.14.2**

The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

### **3.15 CLEANING UP**

#### **3.15.1**

The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

#### **3.15.2**

If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Contractor.

### **3.16 ACCESS TO WORK**

The Owner and Architect shall, at all times, have access to the Work in preparation and progress wherever located.

### **3.17 ROYALTIES, PATENTS AND COPYRIGHTS**

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

### **3.18 INDEMNIFICATION**

#### **3.18.1 INDEMNITY**

OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS OWNER, ITS EMPLOYEES, AND ASSIGNS (THE "INDEMNIFIED PARTIES" OR "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS CONTRACT, TO THE EXTENT CAUSED BY THE NEGLIGENT OR WILLFUL ACTS OR OMISSIONS OF THE CONTRACTOR, SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE. CONTRACTOR SHALL NOT BE REQUIRED TO INDEMNIFY, HOLD HARMLESS OR DEFEND THE INDEMNIFIED PARTIES AGAINST A CLAIM CAUSED BY THE NEGLIGENCE OR FAULT, OR THE BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, OR RULE OF THE INDEMNITEE, OR OTHER PARTY OTHER THAN CONTRACTOR OR ITS AGENT, EMPLOYEE, OR SUBCONTRACTOR OF ANY TIER, EXCEPT THAT CONTRACTOR SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND THE INDEMNIFIED PARTIES AGAINST ANY CLAIMS FOR THE BODILY INJURY OR DEATH OF AN EMPLOYEE OF CONTRACTOR, ITS AGENTS, OR IT SUBCONTRACTORS OF ANY TIER.

#### **3.18.2 INDEMNITY – EMPLOYEE PERSONAL INJURY CLAIMS**

TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE INDEMNIFIED PARTIES AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF AN INDEMNIFIED PARTY'S GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, INCLUDING THE DEATH, OF ANY EMPLOYEE OF THE CONTRACTOR, SUBCONTRACTORS, OR ANY SUB-SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE PROJECT SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK OF THIS CONTRACT. CONTRACTOR HEREBY INDEMNIFIES THE INDEMNIFIED PARTIES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

#### **3.18.3**

THE CONTRACTOR'S INDEMNITY OBLIGATIONS UNDER THIS **SECTION 3.18** SHALL ALSO SPECIFICALLY INCLUDE, WITHOUT LIMITATION, ALL FINES, PENALTIES,

DAMAGES, LIABILITY, COSTS, EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES) ARISING OUT OF, OR IN CONNECTION WITH, ANY (1) VIOLATION OF OR FAILURE TO COMPLY WITH ANY LAW, STATUTE, ORDINANCE, RULE, REGULATION, CODE OR REQUIREMENT OF A PUBLIC AUTHORITY THAT BEARS UPON THE PERFORMANCE OF THE WORK BY THE CONTRACTOR, A SUBCONTRACTOR, OR ANY PERSON OR ENTITY FOR WHOM EITHER IS RESPONSIBLE, (2) MEANS, METHODS, PROCEDURES, TECHNIQUES, OR SEQUENCES OF EXECUTION OR PERFORMANCE OF THE WORK, AND (3) FAILURE TO SECURE AND PAY FOR PERMITS, FEES, APPROVALS, LICENSES, AND INSPECTIONS AS REQUIRED UNDER THE CONTRACT DOCUMENTS, OR ANY VIOLATION OF ANY PERMIT OR OTHER APPROVAL OF A PUBLIC AUTHORITY APPLICABLE TO THE WORK, BY THE CONTRACTOR, A SUBCONTRACTOR, OR ANY PERSON OR ENTITY FOR WHOM EITHER IS RESPONSIBLE.

## **ARTICLE 4 ARCHITECT**

### **4.1 GENERAL**

#### **4.1.1**

The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Contract and is referred to throughout the Contract Documents as if singular in number.

#### **4.1.2**

Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

#### **4.1.3**

In the event that Owner has not engaged an architect and an architect is not identified in the Contract, but, rather, engages an engineer for the Project, all references made in these General Conditions to the "Architect" shall mean and include the engineer identified as the "Engineer" in the Contract and all duties, responsibilities and limitations of authority of the Architect, as set forth in the Contract Documents, shall apply to the Engineer.

### **4.2 ADMINISTRATION OF THE CONTRACT**

#### **4.2.1**

The Architect will provide administration of the Contract as described in the Owner-Architect Agreement. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

#### **4.2.2**

The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in **Paragraph 3.3.1**.

#### **4.2.3**

On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

#### **4.2.4 COMMUNICATIONS AND CONTRACT ADMINISTRATION**

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to relate relevant communications between Owner and Architect to the Architect. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

#### **4.2.5**

If included in Architect's scope of work, the agreement between Owner and Architect, or if requested by the Owner, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts based on the Architect's evaluations of the Contractor's Applications for Payment.

#### **4.2.6**

To the extent permitted by the agreement between Owner and Architect, the Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect, in consultation with the Owner,

will have authority to require inspection or testing of the Work in accordance with **Paragraphs 13.5.2 through 13.5.3**, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect or the Owner to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

#### **4.2.7**

To the extent provided in the agreement between Owner and Architect, the Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Owner and Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under **Sections 3.3, 3.5, and 3.12**. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

#### **4.2.8**

If requested by Owner, the Architect will prepare Change Orders and Construction Change Directives with the Owner's prior written consent, but the Architect may authorize minor changes in the Work as provided in the agreement between Owner and Architect, or in **Section 7.4**. If requested by Owner, the Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in **Paragraph 3.7.4**.

#### **4.2.9**

If requested by Owner, the Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to **Section 9.8**; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to **Section 9.10**; and issue a final Certificate for Payment pursuant to **Section 9.10**.

#### **4.2.10**

If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities, and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

#### **4.2.11**

If requested by Owner, the Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

#### **4.2.12**

Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings.

#### **4.2.13**

The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents, and if approved by Owner.

#### **4.2.14**

The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

## **ARTICLE 5 SUBCONTRACTORS**

### **5.1 DEFINITIONS**

#### **5.1.1**

A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

#### **5.1.2**

A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is

referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

## **5.2 AWARD OF SUBCONTRACTS**

### **5.2.1 FOR CONSTRUCTION MANAGER AT-RISK CONTRACTS**

The Construction Manager shall publicly advertise for bids or proposals and receive bids or proposals from trade contractors or Subcontractors for the performance of all major elements of the work other than the minor work that may be included in the general conditions. The Construction Manager may seek to perform portions of the work itself if:

- .1** the Construction Manager submits its bid or proposal for those portions of the Work in the same manner as all other trade contractors or Subcontractors; and
- .2** the Owner determines that the Construction Manager's bid or proposal provides the best value for the Owner.
- .3 Review of Bids or Proposals.** Construction Manager shall review all trade contractor or Subcontractor bids or proposals in a manner that does not disclose the contents of the bid or proposal during the selection process to a person not employed by the Construction Manager, Architect, Engineer, or Owner. All bids or proposals shall be made available to the Owner on request and to the public after the later of the award of the Contract or the **seventh (7<sup>th</sup>) business day** after the date of final selection of bids or proposals. If the Construction Manager reviews, evaluates, and recommends to the Owner a bid or proposal from a trade contractor or subcontractor but the Owner requires another bid or proposal to be accepted, the Owner shall compensate the Construction Manager by a change in the Contract Sum, Contract Time, or Cost of the Work for any additional cost and risk that the Construction manager incurs because of the Owner's requirement that another bid or proposal be accepted.

### **5.2.2**

The Contractor shall not contract with a proposed Subcontractor, person, or entity to whom the Owner has made reasonable objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made a reasonable objection.

### **5.2.3**

If the Owner has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time may be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract



Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

#### **5.2.4**

The Contractor shall not substitute a Subcontractor, person, or entity previously selected if the Owner makes reasonable objection to such substitution.

### **5.3 SUBCONTRACTUAL RELATIONS**

#### **5.3.1**

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

#### **5.3.2**

All subcontracts shall be in writing and, if requested, Contractor shall provide Owner with copies of executed subcontracts.

### **5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS**

#### **5.4.1**

The Contract is for Owner's benefit, its successors and assigns who, as well as Contractor, may directly enforce all rights and warranties, express or implied herein, but Subcontractors shall have recourse only against Contractor and not against Owner. Owner may rely solely upon Contractor for enforcement of all Subcontracts. To effect such purpose, Contractor assigns to Owner all right to bring any actions against subcontractors and material vendors without waiver by Owner of his right against Contractor because of defaults, delays and

effects for which a subcontractor or material vendor may also be liable, said assignment being effective only if:

- .1 Contractor is in default under the Contract Documents; or
- .2 Owner has terminated the Contract in accordance with the Contract Documents; and
- .3 Only for those subcontract agreements which the Owner accepts by notifying the Subcontractor and Contractor in writing; and
- .4 The assignment is subject to the prior rights of the surety, if any, obligated under any bond relating to the Contract.

#### **5.4.2**

Upon such assignment, if the Work has been suspended for more than **thirty (30) calendar days**, the Subcontractor's compensation may be equitably adjusted for increases in cost resulting from the suspension.

#### **5.4.3**

Upon such assignment to the Owner under this **Section 5.4**, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

#### **5.4.4**

The Architect and the Owner shall have the right to request from any Subcontractor at any time during the course of construction, a notarized affidavit stating the amount of monies which have been paid to the Subcontractor as of any certain stipulated date.

## **ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS**

### **6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS**

#### **6.1.1**

The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in **Article 15**.

### **6.1.2**

When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Contract.

### **6.1.3**

The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

## **6.2 MUTUAL RESPONSIBILITY**

### **6.2.1**

The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

### **6.2.2**

If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect and the Owner apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

### **6.2.3**

The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

### **6.2.4**

The Contractor shall promptly remedy damage the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in **Paragraph 10.2.5**.

#### **6.2.5**

The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in **Section 3.14**.

#### **6.2.6**

All separate contractors shall sign a site access agreement with Contractor setting forth duties, responsibilities, safety, and administrative requirements.

### **6.3 OWNER'S RIGHT TO CLEAN UP**

If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and allocate the cost among those responsible.

## **ARTICLE 7 CHANGES IN THE WORK**

### **7.1 GENERAL**

#### **7.1.1**

Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this **Article 7** and elsewhere in the Contract Documents.

#### **7.1.2**

A Change Order shall be based upon agreement among the Owner, Contractor and Architect; a Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Owner or Architect alone.

#### **7.1.3**

Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work. Except as permitted in **Section 7.3** and **Paragraph 9.7.2**, a change in the Contract Sum or the Contract Time shall be accomplished only by Change Order. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work, and no claim that Owner has been unjustly enriched by any alteration of or addition to the Work, whether or not there is, in fact, any unjust enrichment to the Work, shall be the basis of any Claim to an increase in any amounts due under the Contract Documents or a change in any time period provided for in the Contract Documents.

## **7.2 CHANGE ORDERS**

### **7.2.1**

A Change Order is a written instrument signed by the Owner, Contractor and Architect stating their agreement upon all of the following:

- .1** The change in the Work;
- .2** The amount of the adjustment, if any, in the Contract Sum; and
- .3** The extent of the adjustment, if any, in the Contract Time.

### **7.2.2**

Contractor's Change Order shall set forth in clear and precise detail breakdowns of labor and materials for all trades involved and the estimated impact on the dates of Substantial Completion. Contractor shall furnish supporting data as reasonably requested by Owner.

### **7.2.3**

Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the Work that is the subject of the Change Order, including, but not limited to, all direct and indirect costs associated with such change and any and all adjustments to the Contract Sum and the construction schedule.

## **7.3 CONSTRUCTION CHANGE DIRECTIVES**

### **7.3.1**

A Construction Change Directive is a written order signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

### **7.3.2**

A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

### **7.3.3**

If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1** Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in **Paragraph 7.3.7**.

#### **7.3.4**

If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

#### **7.3.5**

Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

#### **7.3.6**

A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

#### **7.3.7**

If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Owner shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Contract, or if no such amount is set forth in the Contract, a reasonable amount. In such case, and also under **Paragraph 7.3.3.3**, the Contractor shall keep and present, in such form as the Owner or Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this **Paragraph 7.3.7** shall be limited to the following:

- .1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- .2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;

- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
- .5 Additional costs of supervision and field office personnel directly attributable to the change.

#### **7.3.8**

The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Owner or the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

#### **7.3.9**

Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Owner will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Owner determines to be reasonably justified. The Owner's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of Contractor to disagree and assert a Claim in accordance with **Article 15**.

#### **7.3.10**

When the Owner and Contractor agree with a determination made concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

### **7.4 MINOR CHANGES IN THE WORK**

If permitted in the agreement between Owner and Architect, the Architect has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents.

## **ARTICLE 8 TIME**

## **8.1 CONTRACT TIME**

TIME IS AN ESSENTIAL ELEMENT OF THE CONTRACT. The Contract Time is the time between the dates indicated in the Notice to Proceed for commencement of the Work and for achieving Substantial Completion. The Contract Time can be modified only by Change Order. Failure to achieve Substantial Completion within the Contract Time, as otherwise agreed to in writing, will cause damage to Owner and may subject Contractor to liquidated damages as provided in the Contract. If Contractor fails to achieve Final Completion within **thirty (30) calendar days** after Substantial Completion or a mutually agreed upon longer period of time between Contractor and Owner, Contractor shall be responsible for Owner's additional inspection, project management, and maintenance cost to the extent caused by Contractor's failure to achieve Final Completion.

## **8.2 NOTICE TO PROCEED**

Owner will issue a Notice to Proceed which shall state the dates for beginning the Work and for achieving Substantial Completion of the Work.

## **8.3 WORK PROGRESS SCHEDULE**

Unless indicated otherwise, Contractor shall submit to Owner and Architect the initial Work Progress Schedule for the Work in relation to the entire Project not later than **twenty-one (21) calendar days** after the effective date of the Notice to Proceed. Unless indicated otherwise, the Work Progress Schedule shall be computerized Critical Path Method (CPM) with fully editable logic. This initial schedule shall indicate the dates for starting and completing the various aspects required to complete the Work, including mobilization, procurement, installation, testing, inspection, delivery of Close-out Documents, and acceptance of all the Work of the Contract. When acceptable to Owner, the initially accepted schedule shall be the Baseline Schedule for comparison to actual conditions throughout the Contract duration.

### **8.3.1 SCHEDULE REQUIREMENTS**

Contractor shall submit electronic and paper copy of the initial Work Progress Schedule reflecting accurate and reliable representations of the planned progress of the Work, the Work to date if any, and of Contractor's actual plans for its completion. Contractor shall organize and provide adequate detail, so the schedule is capable of measuring and forecasting the effect of delaying events on completed and uncompleted activities.

- .1** Contractor shall resubmit initial schedule as required to address review comments from Architect and Owner until such schedule is accepted as the Baseline Schedule.
- .2** Submittal of a schedule, schedule revision or schedule update constitutes Contractor's representation to Owner of the accurate depiction of all progress to date and that Contractor will follow the schedule as submitted in performing the Work.



### **8.3.2 SCHEDULE UPDATES**

Contractor shall update the Work Progress Schedule and the Submittal Register monthly, as a minimum, to reflect progress to date and current plans for completing the Work, while maintaining original schedule as Baseline Schedule and submit electronic copies of the update to Owner and Architect as directed, but as a minimum with each request for payment. Owner has no duty to make progress payments unless accompanied by the updated Work Progress Schedule. Show the anticipated date of completion reflecting all extensions of time granted through Change Order as of the date of the update. Contractor may revise the Work Progress Schedule when in Contractor's judgment it becomes necessary for the management of the Work. Contractor shall identify all proposed changes to schedule logic to Owner and to Architect via an executive summary accompanying the updated schedule for review prior to final implementation of revisions into a revised Baseline Schedule. Schedule changes that materially impact Owner's operations shall be communicated promptly to Owner and Architect and shall not be incorporated into the revised Baseline Schedule without Owner's consent.

### **8.3.3**

The Work Progress Schedule is for Contractor's use in managing the Work and submittal of the schedule, and successive updates or revisions, is for the information of Owner and to demonstrate that Contractor has complied with requirements for planning the Work. Owner's acceptance of a schedule, schedule update, or revision constitutes Owner's agreement to coordinate its own activities with Contractor's activities as shown on the schedule.

- .1** Acceptance of the Work Progress Schedule, or update and/or revision thereto does not indicate any approval of Contractor's proposed sequences and duration.
- .2** Acceptance of a Work Progress Schedule update or revision indicating early or late completion does not constitute Owner's consent, alter the terms of the Contract, or waive either Contractor's responsibility for timely completion or Owner's right to damages for Contractor's failure to do so.
- .3** Scheduled dates for completion of any activity or the entire Work do not constitute a change in terms of the Contract. Change Orders are the only method of modifying the Substantial Completion Date(s) and Contract Time.

## **8.4 COMPLETION OF WORK**

Contractor is accountable for completing the Work within the Contract Time stated in the Contract, or as otherwise amended by Change Order.

### **8.4.1**

If, in the judgment of Owner, the work is behind schedule and the rate of placement of Work is inadequate to regain scheduled progress to ensure timely completion of the entire Work or

a separable portion thereof, Contractor, when so informed by Owner, shall immediately take action to increase the rate of work placement by:

- .1 An increase in working forces.
- .2 An increase in equipment or tools.
- .3 An increase in hours of work or number of shifts.
- .4 Expedite delivery of materials.
- .5 Other action proposed, if acceptable to Owner.

#### **8.4.2**

Within **ten (10) calendar days** after such notice from Owner, Contractor shall notify Owner in writing of the specific measures taken or planned to increase the rate of progress. Contractor shall include an estimate as to the date of scheduled progress recovery and an updated Work Progress Schedule illustrating Contractor's plan for achieving timely completion of the Project. Should Owner deem the plan of action inadequate, Contractor shall take additional steps or make adjustments, as necessary, to its plan of action until it meets with Owner's approval.

### **8.5 MODIFICATION OF CONTRACT TIME**

#### **8.5.1**

Delays and extension of time as hereinafter described are valid only if executed in accordance with provisions set forth in **Article 7**.

#### **8.5.2**

When a delay defined herein as excusable prevents Contractor from completing the Work within the Contract Time, Contractor is entitled to an extension of time. Owner will make an equitable adjustment and extend the number of days lost because of excusable delay or Weather Days, as measured by Contractor's progress schedule. All extensions of time will be granted in calendar days. In no event, however, will an extension of time be granted for delays that merely extend the duration of non-critical activities without delaying the project Substantial Completion date(s).

- .1 A "Weather Day" is a day on which Contractor's current schedule indicates Work is to be done, and on which inclement weather or related site conditions prevent Contractor from performing **seven (7) continuous hours** of Work on the critical path between the hours of 7:00 a.m. and 6:00 p.m.

- A.** Weather days are excusable delays and, in the event of precipitation, Contractor may claim **one (1) Weather Day** for each day of the duration of the precipitation plus an additional day for each **tenth (1/10<sup>th</sup>) of an inch** of accumulation as determined by a third-party website agreed upon by Owner and Contractor.
  - B.** At the end of each calendar month, Contractor shall submit to Owner and Architect a list of Weather Days occurring in that month along with documentation of the impact on critical activities. Based on confirmation by Owner, any time extension granted will be issued by Change Order. If Contractor and Owner cannot agree on the time extension, Owner may issue a Construction Change Directive (CCD) for a fair and reasonable time extension.
- .2 Excusable Delay.** Contractor is entitled to an equitable adjustment of the Contract Time, issued via Change Order, for delays caused by the following:
  - A.** Errors, omissions, and imperfections in design, which Architect corrects by means of changes in the Drawings and Specifications.
  - B.** Unanticipated physical conditions at the Site, which Architect corrects by means of changes to the Drawings and Specifications or for which Owner directs changes in the Work identified in the Contract Documents.
  - C.** Failure of Owner to have secured property, right-of-way, or easements necessary for Work to begin or progress.
  - D.** Changes in the Work that effect activities identified in Contractor's schedule as "critical" to completion of the entire Work, if such changes are ordered by Owner or recommended by Architect and ordered by Owner.
  - E.** Suspension of Work for unexpected natural events, Force Majeure (sometimes called "acts of God"), civil unrest, strikes or other events which are not within the reasonable control of Contractor.
  - F.** Suspension of Work for convenience of Owner, which prevents Contractor from completing the Work within the Contract Time.
  - G.** Administrative delays caused by activities or approval requirements related to an Authority Having Jurisdiction.

### **8.5.3**

Contractor's relief in the event of such delays is the time impact to the critical path as determined by analysis of Contractor's schedule. In the event that Contractor incurs additional direct costs because of the excusable delays other than described in **Subparagraph**

**8.5.2.2.D** and within the reasonable control of Owner, the Contract Sum and Contract Time are to be equitably adjusted by Owner pursuant to the provisions of **Article 7**.

## **8.6 NO DAMAGES FOR DELAY**

Due to the unique requirements of working within a public facility which may be shared with other user-groups and adjacent to other public facilities, Owner may, at any time, restrict the Work to non-disruptive activities to reduce noise, vibration, air pollution, or any other nuisance, intrusion, or danger affecting adjacent public functions and duties. In each case, Owner will make a good faith effort to provide sufficient advanced notice of restriction to Contractor; and, Contractor shall make a good faith effort to reallocate activities, materials, and forces onsite to avoid delay to the project schedule. Contractor has no claim for monetary damages for delay or hindrances to the Work from any cause, including, without limitation, any act or omission of Owner.

## **8.7 CONCURRENT DELAY**

When the completion of the Work is simultaneously delayed by an excusable delay and a delay arising from a cause not designated as excusable, Contractor may not be entitled to a time extension for the period of concurrent delay.

## **8.8 OTHER TIME EXTENSION REQUESTS**

Time extensions requested in association with changes to the Work directed or requested by Owner shall be included with Contractor's proposed costs for such change. Time extensions requested for inclement weather are covered by **Paragraph 8.5.2.1** above. If Contractor believes that the completion of the Work is delayed by a circumstance other than for changes directed to the Work or weather, they shall give Owner written notice, stating the nature of the delay and the activities potentially affected, within **five (5) calendar days** after the onset of the event or circumstance giving rise to the excusable delay. Contractor shall provide sufficient written evidence to document the delay. In the case of a continuing cause of delay, only one claim is necessary. State claims for extensions of time in numbers of whole or half days.

### **8.8.1**

Within **ten (10) calendar days** after the cessation of the delay, Contractor shall formalize its request for extension of time in writing to include a full analysis of the schedule impact of the delay and substantiation of the excusable nature of the delay. All changes to the Contract Time or made as a result of such claims is by Change Order, as set forth in **Article 7**.

### **8.8.2**

No extension of time releases Contractor or the Surety furnishing a performance or payment bond from any obligations under the Contract or such a bond. Those obligations remain in full force until the discharge of the Contract.

### **8.8.3 CONTENTS OF TIME EXTENSION REQUESTS**

Contractor shall provide with each Time Extension Request a quantitative demonstration of the impact of the delay on project completion time, based on the Work Progress Schedule. Contractor shall include with Time Extension Requests a reasonably detailed narrative setting forth:

- .1 The nature of the delay and its cause; the basis of Contractor's claim of entitlement to a time extension.
- .2 Documentation of the actual impacts of the claimed delay on the critical path indicated in Contractor's Work Progress Schedule, and any concurrent delays.
- .3 Description and documentation of steps taken by Contractor to mitigate the effect of the claimed delay, including, when appropriate, the modification of the Work Progress Schedule.

### **8.8.4 OWNER'S RESPONSE**

Owner will respond to the Time Extension Request by providing to Contractor written notice of the number of days granted, if any, and giving its reason if this number differs from the number of days requested by Contractor.

- .1 Owner will not grant time extensions for delays that do not affect the Contract Substantial Completion date.
- .2 Owner will respond to each properly submitted Time Extension Request within **fifteen (15) calendar days** following receipt. If Owner cannot reasonably make a determination about Contractor's entitlement to a time extension within that time, Owner will notify Contractor in writing. Unless otherwise agreed by Contractor, Owner has no more than **fifteen (15) additional calendar days** to prepare a final response. If Owner fails to respond within **forty-five (45) calendar days** from the date the Time Extension Request is received, Contractor is entitled to a time extension in the amount requested.

### **8.9 FAILURE TO COMPLETE WORK WITHIN THE CONTRACT TIME**

TIME IS AN ESSENTIAL ELEMENT OF THE CONTRACT. Contractor's failure to substantially complete the Work within the Contract Time or to achieve Substantial Completion as required will cause damage to Owner. These damages shall be liquidated by agreement of Contractor and Owner, in the amount per day as set forth in the Contract.

### **8.10 LIQUIDATED DAMAGES**

Owner may collect liquidated damages due from Contractor directly or indirectly by reducing the Contract Sum in the amount of liquidated damages stated in the Contract.

## **ARTICLE 9 PAYMENTS AND COMPLETION**

### **9.1 CONTRACT SUM**

The Contract Sum is stated in the Contract and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

### **9.2 SCHEDULE OF VALUES**

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price ("GMP"), the Contractor shall submit to the Owner and Architect, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule, unless objected to by the Owner, shall be used as a basis for reviewing the Contractor's Applications for Payment.

### **9.3 APPLICATIONS FOR PAYMENT**

#### **9.3.1**

As provided in the Contract and in the Contract Documents, the Contractor shall submit to the Owner and Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under **Section 9.2.**, for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents.

- .1** As provided in **Paragraph 7.3.9**, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Owner or the Architect, but not yet included in Change Orders.
- .2** Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.
- .3** If requested by Owner or required elsewhere in the Contract Documents, Each Application for Payment shall be accompanied by the following, all in a form and substance satisfactory to the Owner:

- a) With each Application for Payment: a current Sworn Statement from the Contractor setting forth all Subcontractors and all material suppliers with whom the Contractor has subcontracted, the amount of each such subcontract, the amount requested for any Subcontractor or material supplier in the Application for Payment, and the amount to be paid to the Contractor from such progress payment;
- b) With each Application for Payment: a duly executed Conditional Waiver and Release on Progress Payment from the Contractor and Subcontractors establishing receipt of payment or satisfaction of the payment requested by the Contractor in the current Application for Payment;
- c) Commencing with the second Application for Payment submitted by the Contractor, a duly executed Unconditional Waiver and Release on Progress Payment from Contractor and all Subcontractors, material suppliers and, where appropriate, lower tier subcontractors that have billed more than **five thousand dollars (\$5,000)** on a single application of payment, establishing receipt of payment or satisfaction of payment of all amounts requested on behalf of such entities and disbursed prior to submittal by the Contractor of the current Application for Payment;
- d) With the Final Application for Payment: Contractor shall submit a Conditional Waiver and Release on Final Payment as required by **Texas Property Code, §53.284**. Upon receipt of final payment, Contractor shall submit an Unconditional Waiver and Release on Final Payment as required by **Texas Property Code, §53.284**; and
- e) Such other information, documentation, and materials as the Owner, or the title insurer may require in order to ensure that Owner's property is free of lien claims. Such other documents may include, without limitation, original copies of lien or bond claim releases suitable for filing with the County Clerk in Williamson County, Texas.

### 9.3.2

Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

### 9.3.3

The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, bond claims, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

- .1 The Contractor further expressly undertakes to defend Owner, at the Contractor's sole expense, against any actions, lawsuits, or proceedings brought against Owner as a result of liens filed against the Work, the site of any of the Work, the Project site and any improvements thereon, or any portion of the property of any of Owner (referred to collectively as "liens" in this **Paragraph 9.3.3**), provide the Owner has paid Contractor pursuant to the requirements of the Contract Documents. The Contractor hereby agrees to indemnify and hold Owner harmless against any such liens or claims of lien and agrees to pay any judgment or lien resulting from any such actions, lawsuits, or proceedings.
- .2 The Owner shall release any payments withheld due to a lien or bond claims if the Contractor obtains security acceptable to the Owner, however, the Contractor shall not be relieved of any responsibilities or obligations under this **Paragraph 9.3.3**, including, without limitation, the duty to defend and indemnify Owner.
- .3 **Retainage.** The Owner shall withhold from each progress payment, as retainage, **five percent (5%)** of the total earned amount. Retainage so withheld shall be managed in conformance with **Texas Government Code, Chapter 2252, Subchapter B**. Any request for reduction or release of retainage shall be accompanied by written consent of the Contractor's Surety. No such request shall be made until the Contractor has earned at least **sixty-five percent (65%)** of the total Contract Sum.
- .4 For purposes of **Texas Government Code, §2251.021 (a)(2)**, the date the performance of service is completed is the date when the Owner's representative approves the Application for Payment.

## 9.4 CERTIFICATES FOR PAYMENT

### 9.4.1

The Architect will, within **seven (7) business days** after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the



Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in **Paragraph 9.5.1**.

#### **9.4.2**

The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

### **9.5 DECISIONS TO WITHHOLD CERTIFICATION**

#### **9.5.1**

The Owner or Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Owner or Architect's opinion the representations to the Owner required by **Paragraph 9.4.2** cannot be made. If the Owner or Architect is unable to certify payment in the amount of the Application, the Owner or Architect will notify the Contractor. If the Contractor and Architect, or Contractor and Owner, as the case may be, cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount that can be certified. The Owner or Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Owner or Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in **Paragraph 3.3.2**, because of

- .1** defective Work not remedied;
- .2** third party claims filed or reasonable evidence indicating probable filing of such claims;

- .3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a separate contractor;
- .6 failure to maintain the scheduled progress, or reasonable evidence that the Work will not be completed within the Contract Time;
- .7 failure to comply with the requirements of **Texas Government Code, Chapter 2258** (Prevailing Wage Law);
- .8 failure to include sufficient documentation to support the amount of payment requested for the Project;
- .9 failure to obtain, maintain, or renew insurance coverage, payment/performance bonds or warranty bond required by the Contract Documents; or
- .10 repeated failure to carry out the Work in accordance with the Contract Documents.

#### **9.5.2**

When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

### **9.6 PROGRESS PAYMENTS**

#### **9.6.1**

The Owner shall make payment in the manner and within the time provided in the Contract Documents and in accordance with **Texas Government Code, Chapter 2251**.

#### **9.6.2**

The Contractor shall pay each Subcontractor no later than **ten (10) calendar days** after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

#### **9.6.3**

The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the

Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within **seven (7) calendar days**, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law.

#### **9.6.4**

Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in **Paragraph 9.6.2**.

#### **9.6.5**

A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

### **9.7 FAILURE OF PAYMENT**

#### **9.7.1**

If the Architect is required to issue Certificates for Payment and, through no fault of the Contractor, the Architect fails to timely issue Certificates for Payment in the time permitted in the Contract Documents, or if the Owner does not pay the Contractor by the date established in the Contract Documents, then the Contractor may, upon **twenty-one (21) business days** written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received.

#### **9.7.2**

If the Owner is entitled to reimbursement or payment from the Contractor under or pursuant to the Contract Documents, such payment shall be made promptly upon demand by the Owner. Notwithstanding anything contained in the Contract Documents to the contrary, if the Contractor fails to promptly make any payment due the Owner, or if the Owner incurs any costs and expenses to cure any default of the Contractor or to correct defective work, the Owner shall have an absolute right to offset such amount against the Contract Sum and may, in the Owner's sole discretion, elect either to (1) deduct an amount equal to that which the Owner is entitled from any payment then or thereafter due the Contractor from the Owner, or (2) issue a written notice to the Contractor reducing the Contract Sum by an amount equal to that which the Owner is entitled.

### **9.8 SUBSTANTIAL COMPLETION**

#### **9.8.1**

Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use; provided, however, that as a

condition precedent to Substantial Completion, the Owner has received all certificates of occupancy and any other permits, approvals, licenses, and other documents from any governmental authority having jurisdiction thereof necessary for the beneficial occupancy of the Project.

#### **9.8.2**

When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Owner and Architect a comprehensive list of items to be completed or corrected prior to final payment (punch list). Failure to include an item on the punch list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

#### **9.8.3**

Upon receipt of the Contractor's punch list, the Owner and Architect will examine the Work to determine whether the Work or designated portion thereof is substantially complete. If the Owner and/or Architect's examination discloses any item, whether or not included on the Contractor's punch list, that is not sufficiently complete in accordance with the Contract Documents, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Owner or Architect. In such case, the Contractor shall then submit a request for another examination by the Owner or Architect to determine Substantial Completion.

#### **9.8.4**

When the Work or designated portion thereof is substantially complete, the Architect, if required by the Contract Documents, or Owner will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Unless otherwise provided, Contractor shall complete all items on the punch list within **thirty (30) calendar days** of Substantial Completion. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

#### **9.8.5**

The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage.

## **9.9 PARTIAL OCCUPANCY OR USE**

### **9.9.1**

The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under **Paragraph 11.3.1.5**, the surety, and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under **Paragraph 9.8.2**. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld.

### **9.9.2**

Immediately prior to partial occupancy or use, the Owner, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

### **9.9.3**

Partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

## **9.10 FINAL COMPLETION AND FINAL PAYMENT**

### **9.10.1**

Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Owner and Architect will make such inspection and, when the Owner and Architect find the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in **Paragraph 9.10.2** as precedent to the Contractor's being entitled to final payment have been fulfilled. All warranties and guarantees required under or pursuant to the Contract Documents shall be assembled and delivered by the Contractor to the Architect as part of the final Application for Payment. The final Certificate for Payment will not be issued by the Architect until all warranties and guarantees have been received and accepted by the Owner.

### **9.10.2**

Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Owner and Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work have been paid or otherwise satisfied, within the period of time required by **Texas Government Code, Chapter 2251**, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least **thirty (30) business days** prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety to final payment, (5) a warranty bond in a form acceptable to Owner, and (6) other data establishing payment or satisfaction of obligations, such as receipts, unconditional full and final releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner.

### **9.10.3**

The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 Claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents; or
- .3 terms of warranties required by the Contract Documents.

### **9.10.4**

Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

## **ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY**

### **10.1 SAFETY PRECAUTIONS AND PROGRAMS**

The Contractor and its Subcontractors shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

### **10.2 SAFETY OF PERSONS AND PROPERTY**

### **10.2.1**

The Contractor and its Subcontractors shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement during construction.

### **10.2.2**

The Contractor and its Subcontractors shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury, or loss. Notwithstanding any language to the contrary, the Owner shall not have any responsibility for job site inspections or safety recommendations. Any inspections or observations by the Owner or the Architect are solely for the benefit of the Owner and shall not create any duties or obligations to anyone else.

### **10.2.3**

The Contractor and its Subcontractors shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

### **10.2.4**

When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

### **10.2.5**

The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in **Paragraphs 10.2.1.2 and 10.2.1.3** caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under **Paragraphs 10.2.1.2 and 10.2.1.3**, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of

the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under **Section 3.18**.

#### **10.2.6**

The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

#### **10.2.7**

The Contractor and its Subcontractors shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

#### **10.2.8 Injury or Damage to Person or Property**

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding **twenty-one (21) calendar days** after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

#### **10.2.9**

When all or a portion of the Work is suspended for any reason, the Contractor shall securely fasten down all covering and fully protect the Work, as necessary, from injury or damage by any cause.

#### **10.2.10**

The Contractor shall promptly report in writing to the Owner and Architect all accidents arising out of or in connection with the Work that cause death, personal injury, or property damage.

### **10.3 HAZARDOUS MATERIALS**

#### **10.3.1**

The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.



### **10.3.2**

Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written notice from the Owner.

### **10.3.3**

The Owner shall not be responsible under this **Section 10.3** for materials or substances the Contractor brings to the site unless such materials or substances are expressly required by the Contract Documents. The Owner shall be responsible for materials or substances expressly required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

### **10.3.4**

The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site or negligently handles, or (2) where the Contractor fails to perform its obligations under **Paragraph 10.3.1**, except to the extent that the cost and expense are due to the Owner's fault or negligence.

## **10.4 EMERGENCIES**

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time, if any, claimed by the Contractor on account of an emergency shall be determined as provided in **Article 7** and **Article 15**.

## **ARTICLE 11 INSURANCE AND BONDS**

### **11.1 CONTRACTOR'S LIABILITY INSURANCE**

#### **11.1.1**

The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1** Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;

- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 Claims for damages insured by usual personal injury liability coverage;
- .5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7 Claims for bodily injury or property damage arising out of completed operations, which coverage shall be maintained for no less than **four (4) years** following final payment; and
- .8 Claims involving contractual liability insurance applicable to the Contractor's obligations under **Section 3.18**.

#### **11.1.2**

The insurance required by **Paragraph 11.1.1** shall be written for not less than limits of liability specified in the Contract or the Contract Documents. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

#### **11.1.3**

Unless otherwise provided, copies of the insurance policies, in form acceptable to the Owner, shall be provided to Owner within **thirty (30) calendar days** of Owner's request. Except as otherwise provided, all of the policies provided shall name Owner as an additional insured, and such policies shall immediately deliver to Owner copies of all such insurance policies, together with certificates by the insurer evidencing Owner's coverage there under. Each policy of insurance obtained by Contractor pursuant to the Contract Documents shall provide, by endorsement or otherwise (1) that such policy shall not be canceled, endorsed, altered or reissued to effect a change in coverage for any reason or to any extent whatsoever unless the insurer shall have first given Owner and Lender at least **thirty (30) calendar days** prior written notice thereof, and (2) that Owner may, but shall not be obligated to, make premium payments to prevent the cancellation, endorsement, alteration or reissuance of such

policy and such payments shall be accepted by the insurer to prevent the same. Such policies shall provide, by endorsement or otherwise, that Contractor shall be solely responsible for the payment of all premiums under the policies, and that Owner shall have no obligation for the payment thereof, notwithstanding that Owner is named as additional insured under the policy. Any insured loss or claim of loss shall be adjusted to the Owner, and any settlement payments shall be made payable to the Owner as a trustee for the insureds, as their interests may appear. Upon the occurrence of an insured loss or claim of loss, monies received will be held by Owner who shall make distribution in accordance with an agreement to be reached in such event between Owner and Contractor. If the parties are unable to agree between themselves on the settlement of the loss, such dispute shall be resolved in accordance with **Article 15**, below, but the Work of the Project shall nevertheless progress during any such period of dispute without prejudice to the rights of any party to the dispute. The Contractor shall be responsible for any loss within the deductible area of the policy. If Owner is damaged by the failure of Contractor to purchase or maintain such insurance, then Contractor shall bear all costs properly attributable thereto. The Contractor shall affect and maintain similar property insurance on portions of the Work stored off the site or in transit when such portions of the Work are to be included. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until Final Completion of the Project.

#### **11.1.4**

The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

### **11.2 OWNER'S LIABILITY INSURANCE**

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

### **11.3 PROPERTY INSURANCE**

#### **11.3.1**

Unless otherwise provided in the Contract Documents, the Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in **Section 9.10** or until no

person or entity other than the Owner has an insurable interest in the property required by this **Section 11.3** to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

- .1 Property insurance shall be on an “all-risk” or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect’s and Contractor’s services and expenses required as a result of such insured loss as well as coverage for building materials while in transit or building materials suitably stored at a temporary location. Property insurance provided by the Contractor shall not cover any tools, apparatus, machinery, scaffolding, hoists, forms, staging, shoring, and other similar items commonly referred to as construction equipment that may be on the site and the capital value of which is not included in the Work. The Contractor shall make its own arrangements for any insurance it may require on such construction equipment. Any such policy obtained by the Contractor under this **Paragraph 11.3.1** shall include a waiver of subrogation in accordance with the requirements of **Paragraph 11.3.4**.
- .2 If the Contractor does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Contractor shall so inform the Owner in writing prior to commencement of the Work. If the Owner is damaged by the failure or neglect of the Contractor to purchase or maintain insurance as described above, without so notifying the Owner in writing, then the Contractor shall bear all reasonable costs properly attributable thereto.
- .3 Contractor shall be responsible for any deductibles to the extent that the loss arose out of or was caused by Contractor’s negligence or breach of the Contract.
- .4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.
- .5 Partial occupancy or use in accordance with **Section 9.9** shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

### **11.3.2 WAIVERS OF SUBROGATION**

The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in **Article 6**, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent of actual recovery of any insurance proceeds under any property insurance obtained pursuant to this **Section 11.3** or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance. However, this waiver shall not apply to property insurance purchased by Owner after completion of the Work or Final Payment, whichever comes first. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in **Article 6**, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

### **11.3.3**

A loss insured under the property insurance shall be adjusted in good faith and made payable to the Owner in good faith for the insureds, as their interests may appear. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

## **11.4 BONDS**

### **11.4.1**

The Contractor is required to tender to Owner, prior to commencing the Work, performance and payment bonds, as required by law. In the event Contractor fails to provide such bonds within the time provided by the Contract, Owner may immediately, upon notice of such failure, or within a reasonable time thereafter, at its sole option and discretion: (1) void this Contract in its entirety; or (2) procure such bonds on behalf of the Contractor, deducting such amounts from the Contract Sum. In the event Owner voids the Contract under this **Section 11.4**, Contractor may forfeit its bid bond.

### **11.4.2**

A Performance Bond is required if the Contract Sum is in excess of **fifty thousand dollars (\$50,000)**. The performance bond is solely for the protection of the Owner, in the full amount of the Contract Sum and conditioned on the faithful performance of the Work in accordance with the Contract Documents. The form of the bond shall be approved by the Owner.

#### **11.4.3**

A Payment Bond is required if the Contract Sum is in excess of **twenty-five thousand dollars (\$25,000)**. A payment bond is payable to the Owner, in the full amount of the Contract Sum and solely for the protection and use of payment bond beneficiaries who have a direct contractual relationship with the Contractor or a supplier of required materials or labor. The form of bond shall be approved by the Owner.

#### **11.4.4 Warranty Bond.**

Prior to final final payment, Contractor shall provide Owner with a Warranty Bond in the sum of ten percent (10%) of the Contract Sum or ten percent (10%) of the GMP for Construction Manager At-Risk Contracts for twelve (12) months from Substantial Completion of the Work. The form of bond shall be approved by the Owner.

#### **11.4.5**

Corporate sureties authorized to issue bonds shall be qualified and comply with relevant provisions of the Texas Insurance Code.

#### **11.4.6**

Each bond shall be executed by a corporate surety or sureties authorized to do business in the State of Texas and acceptable to the Owner. If any bond is for more than **ten percent (10%)** of the surety's capital and surplus, the Owner may require certification that the company has reinsured the excess portion with one or more reinsurers authorized, accredited, or trusted to do business in the State. A reinsurer may not reinsure for more than **ten percent (10%)** of its capital and surplus. If a surety upon a bond loses its authority to do business in the State, the Contractor shall within **thirty (30) calendar days** after such loss furnish a replacement bond at no added cost to the Owner.

#### **11.4.7**

Each bond shall be accompanied by a valid Power-of-Attorney (issued by the surety company and attached, signed and sealed with the corporate embossed seal, to the bond) authorizing the attorney in fact who signs the bond to commit the company to the terms of the bond, and stating any limit in the amount for which the attorney can issue a single bond.

#### **11.4.8**

The process of requiring and accepting bonds and making claims thereunder shall be conducted in compliance with **Texas Government Code, Chapter 2253**. If for any reason a statutory payment or performance bond is not honored by the surety, the Contractor shall fully indemnify and hold the Owner harmless of and from any costs, losses, obligations or liabilities it incurs as a result.

#### **11.4.9**

Owner shall furnish certified copies of a payment bond and the related Contract between Owner and Contractor to any qualified person seeking copies who complies with **Texas Government Code, §2253.026**.

#### **11.4.10 Claims on Payment Bonds.**

Claims on payment bonds must be sent directly to the Contractor and its surety in accordance with Texas Government Code, §2253.041. All Payment Bond claimants are cautioned that no lien exists on the funds unpaid to the Contractor on such contract, and that reliance on notices sent to the Owner may result in loss of their rights against the Contractor and/or its surety. The Owner is not responsible in any manner to a claimant for collection of unpaid bills, and accepts no such responsibility because of any representation by any agent or employee.

#### **11.4.11 Payment Claims when Payment Bond not Required.**

When the value of the Contract between Owner and the Contractor is less than twenty-five thousand dollars (\$25,000), claimants and their rights are governed by Texas Property Code, §53.231-239. These provisions set out the requirements for filing a valid lien on funds unpaid to the Contractor as of the time of filing the claim, actions necessary to release the lien and satisfaction of such claims.

#### **11.4.12**

Sureties shall be listed on the **Department of the Treasury's Listing of Approved Sureties** stating companies holding Certificates of Authority as acceptable sureties on Federal Bonds and acceptable reinsuring companies (Department Circular 570).

### **11.5 GENERAL REQUIREMENTS**

#### **11.5.1**

Unless otherwise provided in the Contract Documents, all insurance coverage procured by the Contractor shall be provided by insurance companies having policy holder ratings no lower than "A" and financial ratings not lower than "VIII" in the Best's Insurance Guide, the latest edition in effect as of the date of the Contract, and subsequently in effect at the time of renewal of any policies required by the Contract Documents.

#### **11.5.2**

If the Owner is damaged by failure of the Contractor to purchase or maintain insurance required under this **Article 11**, then the Contractor shall bear all reasonable costs (including attorneys' fees and court and settlement expenses) properly attributable thereto.

## **ARTICLE 12 UNCOVERING AND CORRECTION OF WORK**

### **12.1 UNCOVERING OF WORK**

#### **12.1.1**

If a portion of the Work is covered contrary to the Owner or Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Owner or Architect, be uncovered for examination and be replaced at the Contractor's expense without change in the Contract Time. If prior to the date of Substantial Completion the Contractor, a Subcontractor, or anyone for whom either is responsible uses or damages any portion of the Work (other than start-up), including, without limitation, mechanical, electrical, plumbing, and other building systems, machinery, equipment, or other mechanical device, the Contractor shall cause such item to be restored to "like new" condition at no expense to the Owner.

#### **12.1.2**

If a portion of the Work has been covered that the Owner or Architect has not specifically requested to examine prior to its being covered, the Owner or Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

### **12.2 CORRECTION OF WORK**

#### **12.2.1**

The Contractor shall promptly correct Work rejected by the Owner or Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

#### **12.2.2 AFTER SUBSTANTIAL COMPLETION**

- .1** In addition to the Contractor's obligations under **Section 3.5**, if, within **one (1) year** after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under **Paragraph 9.9.1**, or by terms of an applicable special warranty required by the Contract Documents, any



of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so. The Owner shall give such notice promptly after discovery of the condition. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may, without prejudice to any other remedies, correct it in accordance with **Section 2.4** or file a claim with the surety of any applicable warranty bond.

- .2** The **one (1)-year** period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

#### **12.2.3**

The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

#### **12.2.4**

The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

#### **12.2.5**

Nothing contained in this **Section 12.2** shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the **one (1)-year** period for correction of Work as described in **Paragraph 12.2.2** relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

### **12.3 ACCEPTANCE OF NONCONFORMING WORK**

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

## **ARTICLE 13 MISCELLANEOUS PROVISIONS**

### **13.1 GOVERNING LAW**

The Contract shall be governed by the law of Williamson County, Texas.

### **13.2 SUCCESSORS AND ASSIGNS**

The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Except as provided in the Contract Documents or by law, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

### **13.3 WRITTEN NOTICE**

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

### **13.4 RIGHTS AND REMEDIES**

#### **13.4.1**

Except as expressly provided in the Contract Documents, duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

#### **13.4.2**

No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

### **13.5 TESTS AND INSPECTIONS**

#### **13.5.1**

Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority. The Contractor shall give the Owner and Architect timely notice of when and where tests and inspections are to be made so that the Owner and Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals where building

codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

#### **13.5.2**

If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under **Paragraph 13.5.1**, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Owner and Architect of when and where tests and inspections are to be made so that the Owner and Architect may be present for such procedures.

#### **13.5.3**

If such procedures for testing, inspection or approval under **Paragraphs 13.5.1 and 13.5.2** reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense. The Contractor also agrees the cost of testing services related to remedial operations performed to correct deficiencies in the Work, shall be borne by the Contractor.

#### **13.5.4**

Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Owner and Architect.

#### **13.5.5**

If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

#### **13.5.6**

Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

### **13.6 INTEREST**

The rate of interest that accrues on an overdue payment is the rate in effect on September 1 of the fiscal year in which the payment becomes overdue. The rate in effect on September 1 is equal to the sum of:

#### **13.6.1**

**one percent (1%); and**

### **13.6.2**

the prime rate as published in the Wall Street Journal on the **first (1<sup>st</sup>) day of July** of the preceding fiscal year that does not fall on a Saturday or Sunday pursuant to **Texas Government Code, §2251.025**.

## **13.7 TIME LIMITS ON CLAIMS**

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the time limits provided by law. Nothing herein shall be construed as shortening the period of time Owner has for commencing claims to less than what is required by law.

## **13.8 APPLICATION TO SUBCONTRACTS**

Any specific requirement in the Contract that the responsibilities or obligations of Contractor also apply to a Subcontractor is added for emphasis and are also hereby deemed to include a Subcontractor of any tier. The omission of a reference to a Subcontractor in connection with any of Contractor's responsibilities or obligations shall not be construed to diminish, abrogate or limit any responsibilities or obligations of a Subcontractor of any tier under the Contract Documents or the applicable subcontract.

## **13.9 GENERAL PROVISIONS**

### **13.9.1**

All personal pronouns used in the Contract, whether used in the masculine, feminine, or neuter gender, shall include all other genders; and the singular shall include the plural and vice versa. Titles of articles, sections, and paragraphs are for convenience only and neither limit nor amplify the provisions of the Contract. The use herein of the word "including," when following any general statement, term, or matter, shall not be construed to limit such statement, term, or matter to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not non-limiting language (such words as "without limitation," or "but not limited to," or words of similar import) is used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such general statement, term, or matter.

### **13.9.2**

Wherever possible, each provision of this Contract shall be interpreted in a manner as to be effective and valid under applicable law. If, however, any provision of this Contract, or portion thereof, is prohibited by law or found invalid under any law, only such provision or portion thereof shall be ineffective, without in any manner invalidating or affecting the remaining provisions of this Contract or valid portions of such provision, which are hereby deemed severable.

### **13.10 NO ORAL WAIVER**

The Provisions of the Contract Documents shall not be changed, amended, waived, or otherwise modified in any respect except by a writing signed by Owner. No person is authorized on behalf of Owner to orally change, amend, waive, or otherwise modify the terms of the Contract Documents or any of the Contractor's duties or obligations under or arising out of the Contract Documents. Any change, waiver, approval, or consent granted to the Contractor shall be limited to the specific matters stated in the writing signed by Owner, and shall not relieve Contractor of any other of the duties and obligations under the Contract Documents. No "constructive" changes shall be allowed.

### **13.11 TEXAS PUBLIC INFORMATION ACT**

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

### **13.12 EQUAL OPPORTUNITY IN EMPLOYMENT**

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

## **ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT**

### **14.1 TERMINATION BY THE CONTRACTOR**

#### **14.1.1**

The Contractor may terminate the Contract if the Work is stopped for a period of **ninety (90) consecutive days** through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing

portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency that requires all Work to be stopped; or
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in **Paragraph 9.4.1**, or because the Owner has not made payment on an undisputed Certificate for Payment within the time stated in the Contract Documents.

#### **14.1.2**

The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in **Section 14.3** constitute in the aggregate more than **one hundred percent (100%)** of the total number of days scheduled for completion, or **one hundred twenty (120) days** in any **three hundred sixty-five (365)-day** period, whichever is less.

#### **14.1.3**

If one of the reasons described in **Paragraph 14.1.1 or 14.1.2** exists, the Contractor may, upon **thirty (30) business days** written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

### **14.2 TERMINATION BY THE OWNER FOR CAUSE**

#### **14.2.1**

The Owner may terminate the Contract if the Contractor

- .1 fails to commence the Work in accordance with the provisions of the Contract,
- .2 fails to prosecute the Work to completion thereof in a diligent, efficient, timely, workmanlike, skillful and careful manner and in strict accordance with the provisions of the Contract,
- .3 fails to use an adequate amount or quality of personnel or equipment to complete the Work without undue delay,

- .4 fails to perform any of its obligations under the Contract,
- .5 fails to make prompt payments when due to its Subcontractors and Suppliers, or as required by **Texas Government Code, Chapter 2251**,
- .6 files any petition or other pleading seeking any relief under any provisions of the Federal Bankruptcy Act, as amended, or any other federal or state statute or law providing for reorganization of debts or other relief from creditors, permits a receiver or other person to be appointed on account of its insolvency or financial condition, or becomes insolvent,
- .7 creates any situation or state of facts which would authorize or permit an involuntary petition in bankruptcy to be filed against Contractor, or
- .8 has not met or in Owner's opinion will not meet the dates of Substantial Completion set forth in the Contract Documents.

#### **14.2.2**

When any of the above reasons exist, the Owner, in its sole and absolute discretion, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, **thirty (30) calendar days** written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to **Section 5.4**; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

#### **14.2.3**

When the Owner terminates the Contract for one of the reasons stated in **Paragraph 14.2.1**, the Contractor shall not be entitled to receive further payment until the Work is finished. In the event that a final decision under **Article 15**, below, is rendered that sufficient cause did not exist for termination under this **Section 14.2**, then the termination shall be considered a termination for convenience, under **Section 14.4**, below.

#### **14.2.4**

If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages and costs incurred by the Owner in finishing the Work and not expressly waived,

such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner.

### **14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE**

#### **14.3.1**

The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

#### **14.3.2**

The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in **Paragraph 14.3.1**. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

### **14.4 TERMINATION BY THE OWNER FOR CONVENIENCE**

#### **14.4.1**

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

#### **14.4.2**

Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

#### **14.4.3**

Upon such termination, the Contractor shall recover the amounts provided in **Paragraph 12.1.3** of the Contract.



## **ARTICLE 15 CLAIMS AND DISPUTES**

### **15.1 CLAIMS**

#### **15.1.1 DEFINITION**

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

#### **15.1.2 NOTICE OF CLAIMS**

Claims for events arising during the performance of the Work by Contractor must be initiated by written notice to the other party with a copy sent to the Owner; provided, however, that the claimant shall use its best efforts to furnish the other party, as expeditiously as possible, with notice of any Claim including, without limitation, those in connection with concealed or unknown conditions, once such claim is recognized, and shall take steps to mitigate the alleged or potential damages, delay, or other adverse consequences arising out of the condition that is the cause of such a Claim. Claims by Contractor must be initiated within **ten (10) business days** after occurrence of the event giving rise to such Claim or within **ten (10) business days** after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Claims may also be reserved in writing within the time limits set forth in this **Paragraph 15.1.2**. Any notice of Claim or reservation of Claim must clearly identify the alleged cause and the nature of the Claim and include data and information available to the claimant that will facilitate prompt verification and evaluation of the Claim.

#### **15.1.3 CONTINUING CONTRACT PERFORMANCE**

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in **Section 9.7** and **Article 14**, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the Contract Documents.

#### **15.1.4 CLAIMS FOR ADDITIONAL COST**

If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under **Section 10.4**.

#### **15.1.5 CLAIMS FOR ADDITIONAL TIME**

- .1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.
- .2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.

## **15.2 MEDIATION**

### **15.2.1**

Claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived shall be subject to mediation as a condition precedent to seeking redress in a court of competent jurisdiction.

### **15.2.2**

The parties shall endeavor to resolve their Claims by mediation, which shall consist of a single mediator who is knowledgeable about the subject matter of the Contract. A request for mediation shall be made in writing, delivered to the other party to the Contract.

### **15.2.3**

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Williamson County, Texas. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

### **15.2.4**

All disputes not resolved through mediation shall be decided in litigation in Williamson County, Texas.

### **15.2.5 NO WAIVER OF IMMUNITY**

Nothing in the Contract Documents shall be deemed to waive, modify or amend any legal defense available at law or in equity to Owner, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Owner does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.



DATE: 7/21/2022

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**THE ROOF CO. WACO**

3605 FRANKLIN AVE. WACO, TX 76710

[www.theroofcowaco.com](http://www.theroofcowaco.com)

254-651-1776

**To: Williamson County**

**Ref: Bob Phillips Remodel Proposal**

**TIPS# 6929**

Williamson County has requested the following:

**Flat Roof**

- Tear off existing roof down to deck
- Mechanically attach 1.5" ISO base layer
- Fully adhere 1/8" tapered insulation system w/ 1/2" tapered crickets to through wall scuppers
- Fully adhere single ply membrane at field of roof

**Price for scope of work above:**

**Materials: \$14,872.00**

**Labor: \$5,400.00**

**Equipment/Disposal/General Conditions: \$2,672.00**

**Repair Gable End Siding as needed:**

**Material & labor: \$1,949.00**

**Commissioners Court - Regular Session****22.****Meeting Date:** 08/09/2022

Historic Courthouse Doors – Vaughn Change Order 3 (4509)

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

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**Information****Agenda Item**

Discuss, consider and take appropriate action on accepting a report from Vaughn Construction, Change Order No. 3 for the Williamson County Historic Courthouse Doors project. This is a no-cost change order to extend substantial completion to September 30, 2022. Funding Source is 100.1000.4509

**Background**

This change order is to add 51 days to substantial completion for the Historic Courthouse Doors project (4510). Department point of contact is Dwayne Gossett. On March 6, 2018, the Williamson County Commissioners Court approved Williamson County Facilities Director, Dale Butler, 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.

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**Fiscal Impact**

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

Vaughn CO3

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**Form Review****Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Wendy Danzoy

Final Approval Date: 08/01/2022

**Reviewed By**

Hal Hawes

Becky Pruitt

**Date**

08/01/2022 10:02 AM

08/01/2022 10:53 AM

Started On: 08/01/2022 09:48 AM



6604 N. Lamar Blvd.  
Austin, TX 78752

T: (512) 663-7461

July 28, 2022

Dwayne Gossett  
Williamson County  
710 Main Street, Ste 101  
Georgetown, TX 78626

Re: Historic Courthouse Doors

Job No: 283806

Subj: Change Proposal No. 283806-0003

Dear Sir or Madam:

We respectfully submit our proposal for an increase to our contract in the amount of to provide time extension of fifty-one (51) calendar days due to lead times caused by COVID for the above referenced project.

New Substantial Completion Date: 09/30/2022

Our price is valid for Fourteen (14) days

Please indicate your acceptance of this change proposal by signing and returning one copy of the attached Form B breakdown of our cost.

Very truly yours,  
VAUGHN CONSTRUCTION

A handwritten signature in blue ink, appearing to read "Doug Boram", written over a horizontal line.

Doug Boram

Attachments:

CC:

# FORM B

PROJECT: Historic Courthouse Doors

CHANGE PROPOSAL NO: 283806-0003

Totals

Insurance, Tax, Benefits on Labor	\$0.00
Overhead	\$0.00
Fee on Subs	\$0.00
Fee on JTV	\$0.00
Bond	\$0.00
Remodel Tax	\$0.00

TOTAL

TIME EXTENSION TO CONTRACT: 51 Days

Submitted Date: 7/28/2022

Accepted

By:   
Williamson County

Date: 7/28/22

VAUGHN CONSTRUCTION

By:   
Doug Boram

Proposal Valid for 14 Days

**Commissioners Court - Regular Session****23.****Meeting Date:** 08/09/2022

Williamson County River Ranch Park Interpretive Center Energy Efficient

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

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**Information****Agenda Item**

Discuss, consider and take appropriate action on allocating to Hendrix Consulting Engineers, P.C., a deduction arising from its creation of technical specifications for the installation of energy efficient commercial building property as part of the River Ranch Park Interpretive Center, which resulted in reduced energy consumption [Per IRC §179D(d)(4)].

**Background**

As part of the Energy Policy Act of 2005, Congress enacted Section 179D of the Internal Revenue Code to encourage the design and construction of energy efficient buildings. Per IRC §179D(d)(4) and Notice 2008-40, building owners of energy efficient commercial buildings may take a deduction arising from the installation of energy **efficient** commercial building property as part of the interior lighting, HVAC and hot water systems, or building envelope systems. If the building owner is a government entity, they may allocate the deduction to a designer of the energy efficient commercial building property. A review of all energy efficient systems in the allocated building(s) will be performed on behalf of the building owner. If allocable deductions are identified, they will be allocated to Hendrix Consulting Engineers.

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**Fiscal Impact**

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

RRIC 179D

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Wendy Danzoy

Final Approval Date: 08/03/2022

**Reviewed By**

Becky Pruitt

**Date**

08/03/2022 02:52 PM

Started On: 08/03/2022 12:04 PM

**Dale Butler**  
**Williamson County**  
**3101 SE Inner Loop**  
**Georgetown, Texas 78626**

**Re: Wilco River Ranch Park Interpretive Center**

### **TRANSFER OF 179D TAX DEDUCTION**

Under the provisions set forth by the Internal Revenue Service, Notice 2008-40, Section 3 - Special rule for Government Owned or Non Profit Buildings, the undersigned do hereby acknowledge this document as execution for transfer of allowable 179D tax deduction for the Public Building from Owner to the Designer.

Cost of the property	In excess of \$1,900,000
Property Placed In Service Date	2021
179D deduction allocated to Designer – Hendrix Consulting Engineers, P.C.	100%

**Owner:**

"Under penalties of perjury, I declare that I have examined this allocation, including accompanying documents, and to the best of my knowledge and belief, the facts presented in support of this allocation are true, correct, and complete."

Name: Williamson County

Address: 3101 SE Inner Loop Rd.

City: Georgetown State: Texas Zip 78626

Phone Number: 512 – 943-1609

Authorized Representative

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Designer:**

I declare that I have examined this allocation, including accompanying documents and to the best of my knowledge and belief, the facts presented in support of this allocation are true, correct and complete.


Name: Hendrix Consulting Engineers, P.C.

Address: 115 East Main Street

City: Round Rock State: Texas Zip 78664

Phone Number: 512-218-0060

Authorized Representative

  
\_\_\_\_\_  
Signature

08/02/2022  
\_\_\_\_\_  
Date



**Public Building**

Name: Williamson County River Ranch Park Interpretive Center

Address: 799 Silver Creek Dr.

City: Leander State: Texas Zip: 78641

## NOTICE 2008-40, SECTION 3 SPECIAL RULE FOR GOVERNMENT OWNED OR NON PROFIT BUILDINGS

### SECTION 3. SPECIAL RULE FOR GOVERNMENT-OWNED BUILDINGS

**.01 In General.** In the case of energy efficient commercial building property (or partially qualifying commercial building property for which a deduction is allowed under § 179D) that is installed on or in property owned by a Federal, State, or local government or a political subdivision thereof, the owner of the property may allocate the § 179D deduction to the person primarily responsible for designing the property (the designer). If the allocation of a § 179D deduction to a designer satisfies the requirements of this section, the deduction will be allowed only to that designer. The deduction will be allowed to the designer for the taxable year that includes the date on which the property is placed in service.

**.02 Designer of Government-Owned Buildings.** A designer is a person that creates the technical specifications for installation of energy efficient commercial building property (or partially qualifying commercial building property for which a deduction is allowed under § 179D). A designer may include, for example, an architect, engineer, contractor, environmental consultant or energy services provider who creates the technical specifications for a new building or an addition to an existing building that incorporates energy efficient commercial building property (or partially qualifying commercial building property for which a deduction is allowed under § 179D). A person that merely installs, repairs, or maintains the property is not a designer.

**.03 Allocation of the Deduction.** If more than one designer is responsible for creating the technical specifications for installation of energy efficient commercial building property (or partially qualifying commercial building property for which a deduction is allowed under § 179D) on or in a government-owned building, the owner of the building shall—

- (1) determine which designer is primarily responsible and allocate the full deduction to that designer, or
- (2) at the owner's discretion, allocate the deduction among several designers.

**.04 Form of Allocation.** An allocation of the § 179D deduction to the designer of a government-owned building must be in writing and will be treated as satisfying the requirements of this section with respect to energy efficient commercial building property (or partially qualifying commercial building property for which a deduction is allowed under § 179D) if the allocation contains all of the following:

- (1) The name, address, and telephone number of an authorized representative of the owner of the government-owned building;
- (2) The name, address, and telephone number of an authorized representative of the designer receiving the allocation of the § 179D deduction;
- (3) The address of the government-owned building on or in which the property is installed;
- (4) The cost of the property;
- (5) The date the property is placed in service;
- (6) The amount of the § 179D deduction allocated to the designer;
- (7) The signatures of the authorized representatives of both the owner of the government-owned building and the designer or the designer's authorized representative; and
- (8) A declaration, applicable to the allocation and any accompanying documents, signed by the authorized representative of the owner of the government-owned building, in the following form:

"Under penalties of perjury, I declare that I have examined this allocation, including accompanying documents, and to the best of my knowledge and belief, the facts presented in support of this allocation are true, correct, and complete."

**.05 Obligations of Designer.** Before a designer may claim the § 179D deduction with respect to property installed on or in a government-owned building, the designer must obtain the written allocation described in section 3.04. A designer is not required to attach the allocation to the return on which the deduction is taken. However, § 1.6001-1(a) of the Income Tax Regulations requires that taxpayers maintain such books and records as are sufficient to establish the entitlement to, and amount of, any deduction claimed by the taxpayer. Accordingly, a designer claiming a deduction under § 179D should retain the allocation as part of the taxpayer's records for purposes of § 1.6001-1(a) of the Income Tax Regulations.

**.06 Tax Consequences to Designer of Government-Owned Buildings.** The maximum amount of the § 179D deduction to be allocated to the designer is the amount of the costs incurred by the owner of the government-owned building to place the energy efficient commercial building property in service. A partial deduction may be allocated and computed in accordance with the procedures set forth in sections 2 and 3 of Notice 2006-52. The designer does not include any amount in income on account of the § 179D deduction allocated to the designer. In addition, the designer is not required to reduce future deductions by an amount equal to the § 179D deduction allocated to the designer. Although reducing future deductions in this manner would provide equivalent treatment for designers that are allocated a § 179D deduction and building owners that are required to reduce the basis of their energy efficient commercial building property by the amount of the § 179D deduction they claim, § 179D does not provide for any reductions other than reductions to the basis of the energy efficient commercial building property.

**.07 Tax Consequences to Owner of Public Building.** The owner of the public building is not required to include any amount in income on account of the § 179D deduction allocated to the designer. The owner of the public building is, however, required to reduce the basis of the energy efficient commercial building property (or partially qualifying commercial building property) by the amount of the § 179D deduction allocated.

**Commissioners Court - Regular Session****24.****Meeting Date:** 08/09/2022

Juvenile Justice Center Security Upgrades (P544) – ODR for Angel Gomez

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

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**Information****Agenda Item**

Discuss, consider and take appropriate action on approving the appointment of Williamson County Facilities Senior Project Manager, Angel Gomez, with general authority to approve invoices and change orders for the Juvenile Justice Center Security Upgrades (P544) for any increase or decrease in cost of \$30,000 or less in accordance with Section 262.031 of the Local Government Code; changes in Plans and Specifications; provided, however, the original contract price may not be increased by more than 25% and the original contract price may not be decreased by 18% or more without the consent of the contractor.

**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: Wendy Danzoy

Final Approval Date: 08/04/2022

**Reviewed By**

Becky Pruitt

**Date**

08/04/2022 09:39 AM

Started On: 08/04/2022 09:27 AM

**Commissioners Court - Regular Session****25.****Meeting Date:** 08/09/2022

Smith Contracting 22IFB104 CO1 CR 137 Widening &amp; Overlay

**Submitted For:** Terron Evertson**Submitted By:** Vicky Edwards, Infrastructure**Department:** Infrastructure**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider and take appropriate action on Change Order No. 1, to contract 22IFB104 – CR 137 Widening and Overlay, in the amount of \$7,950.00. Funding source: 01.0200.0210.003599.

**Background**

Contract amount is \$1,698,586.60. With the addition of this change order, of \$7,950.00, the new contract amount will be \$1,706,536.60. The change order adds sediment control measures to the contract desired by the county.

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**Fiscal Impact**

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

Smith Contracting 22IFB104 CO1 CR 137 Widening &amp; Overlay

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Vicky Edwards

Final Approval Date: 08/04/2022

**Reviewed By**

Becky Pruitt

**Date**

08/04/2022 09:08 AM

Started On: 08/04/2022 08:47 AM

# WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 1

1. CONTRACTOR: Smith Contracting
2. Change Order Work Limits: Sta. 104+30 to Sta. 114+67
3. Type of Change(on federal-aid non-exempt projects): Minor (Major/Minor)
4. Reasons: 3F (3 Max. - In order of importance - Primary first)

Project: 22IFB104

Roadway: CR 137

Purchase Order Number: \_\_\_\_\_

5. Describe the work being revised:

**Sediment control measures**

6. Work to be performed in accordance with Items: 506-6002, 506-6011, 506-6038, 506-6039
7. New or revised plan sheet(s) are attached and numbered: N/A
8. New Special Provisions to the contract are attached: ☐ Yes ☒ No

9. New Special Provisions to Item N/A No. N/A, Special Specification Item N/A are attached.

Each signatory hereby warrants that each has the authority to execute this Change Order (CO).

*The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change.*

THE CONTRACTOR Date 7-29-22

By Hardin Camp II VP

Typed/Printed Name Hardin Camp II

Typed/Printed Title VP

## The following information must be provided

Time Ext. #: N/A Days added on this CO: \_\_\_\_\_

Amount added by this change order: \$7,950.00

## RECOMMENDED FOR EXECUTION:

[Signature] 8-3-22

Project Manager Date

Construction Observer

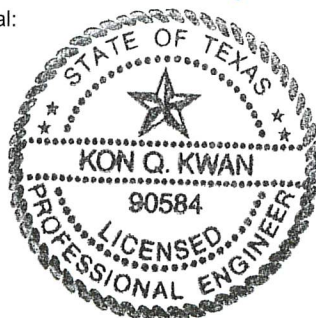
[Signature] 08/03/22

Design Engineer Date

[Signature] 8/3/22

Program Manager Date

Design Engineer's Seal:



County Commissioner Precinct 1 Date

☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 2 Date

☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 3 Date

☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 4 Date

☐ APPROVED ☐ REQUEST APPROVAL

County Judge Date

☐ APPROVED

Project #	22IFB104
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Project #	22IFB104
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Project #	22IFB104
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Project #	22IFB104
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## CHANGE ORDER REASON(S) CODE CHART

1. Design Error or Omission	1A. Incorrect PS&E 1B. Other
2. Differing Site Conditions (unforeseeable)	2A. Dispute resolution (expense caused by conditions and/or resulting delay) 2B. Unavailable material 2C. New development (conditions changing after PS&E completed) 2D. Environmental remediation 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9) 2F. Site conditions altered by an act of nature 2G. Unadjusted utility (unforeseeable) 2H. Unacquired Right-of-Way (unforeseeable) 2I. Additional safety needs (unforeseeable) 2J. Other
3. County Convenience	3A. Dispute resolution (not resulting from error in plans or differing site conditions) 3B. Public relations improvement 3C. Implementation of a Value Engineering finding 3D. Achievement of an early project completion 3E. Reduction of future maintenance 3F. Additional work desired by the County 3G. Compliance requirements of new laws and/or policies 3H. Cost savings opportunity discovered during construction 3I. Implementation of improved technology or better process 3J. Price adjustment on finished work (price reduced in exchange for acceptance) 3K. Addition of stock account or material supplied by state provision 3L. Revising safety work/measures desired by the County 3M. Other
4. Third Party Accommodation	4A. Failure of a third party to meet commitment 4B. Third party requested work 4C. Compliance requirements of new laws and/or policies (impacting third party) 4D. Other
5. Contractor Convenience	5A. Contractor exercises option to change the traffic control plan 5B. Contractor requested change in the sequence and/or method of work 5C. Payment for Partnering workshop 5D. Additional safety work/measures desired by the contractor 5E. Other
6. Untimely ROW/Utilities	6A. Right-of-Way not clear (third party responsibility for ROW) 6B. Right-of-Way not clear (County responsibility for ROW) 6C. Utilities not clear 6D. Other



**Commissioners Court - Regular Session****26.****Meeting Date:** 08/09/2022

EOY

**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 recognizing the 2022 Williamson County Employee of the Year and Project Team of the Year Winners.

**Background**

A video and awards presentation will be made during Court.

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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.

Budget Office

Form Started By: Rebecca Clemons

Final Approval Date: 08/03/2022

**Reviewed By**

Becky Pruitt

Saira Hernandez

**Date**

08/03/2022 08:47 AM

08/03/2022 09:23 AM

Started On: 08/02/2022 02:55 PM

**Commissioners Court - Regular Session****27.****Meeting Date:** 08/09/2022

FY22 CDBG Annual Action Plan

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

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**Information****Agenda Item**

Discuss and take appropriate action on the Community Development Block Grant FY22 Annual Action Plan.

**Background**

Williamson County has been awarded a Community Development Block Grant (CDBG) FY22 funding allocation of \$1,712,437 to successfully support community development and affordable housing efforts for low and moderate-income households and areas throughout the County. This is a request for the final approval of the FY2022 Annual Action Plan and funding recommendations.

No comments have been received.

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**Fiscal Impact**

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

FY22 CDBG Action Plan

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Sally Bardwell

Final Approval Date: 08/03/2022

**Reviewed By**

Becky Pruitt

**Date**

08/03/2022 02:52 PM

Started On: 08/03/2022 02:32 PM

## **Executive Summary**

### **AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)**

#### **1. Introduction**

Williamson County is a federal entitlement community under the U.S. Department of Housing and Urban Development's (HUD) Community Development Block Grant (CDBG) Program. The County is required to prepare an Annual Action Plan to implement its federal CDBG program. The program funding allocation of \$1,712,437 is to be used to successfully support community development and affordable housing efforts in low and moderate income areas throughout the County.

The Williamson County consortium consists of ten participating cities and the unincorporated areas of county. The participating cities included Cedar Park, Coupland, Georgetown, Granger, Hutto, Jarrell, Leander, Liberty Hill, Taylor and Weir.

Williamson County's current Five-Year Consolidated Plan covers 2019-2023. Williamson County CDBG 2022-2023 Annual Action Plan covers the period from October 1, 2022 to September 30, 2023 and is the fourth Annual Action Plan for the five year period.

The county will allocate \$218,000 (12.7%) to program administration. The remaining funds will be allocated to infrastructure and public facilities. All projects are a high priority as identified in the current Consolidated Plan.

- Habitat for Humanity-Home Repair Program \$150,000
- Georgetown-Home Repair Program \$150,000
- Granger Water Project \$96,000
- Georgetown Housing Authority \$208,200
- Habitat for Humanity 21st Stree Project \$121,712
- Granger Housing Authority \$121,330
- Jarrell Water Project \$347,195
- Yellow House Foundation Project \$300,000
- Administration-Program Administration and Oversight \$218,000

#### **2. Summarize the objectives and outcomes identified in the Plan**

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

The FY22 funded projects were selected to address one or more of the following performance objectives:

- Provide Decent Affordable Housing
- Create Suitable Living Environments
- Create Economic Opportunities

Projects funded in FY22 will address one or more of the following performance outcomes:

- Improve Availability/Accessibility
- Improve Affordability
- Improve Sustainability

Project selection is guided by the 2019-2023 funding priorities:

#### **Public Facility and Infrastructure Improvements**

- Fund non-housing community development proposals that eliminate a threat to public health and safety to include water/sewer projects, drainage projects, sidewalks, and street improvements.
- Fund public facility improvements that benefit low income households and persons, and persons with special needs to include senior centers, neighborhood facilities, youth centers, homeless facilities, childcare centers, parks and recreational facilities.

#### **Increase Access to Affordable Housing**

- Fund activities that expand the supply and improve the condition of housing affordable to lower income households.
- Fund activities that leverage other public and private resources such as Low Income Housing Tax Credit (LIHTC) projects.
- Extend the useful life of existing affordable housing through weatherization, repair, and rehabilitation programs.

#### **Decrease Homelessness**

- Provide funds to support shelter operations and transitional housing.
- Provide funding to increase permanent supportive housing opportunities and work to create a stronger network of providers of supportive and mainstream services to homeless clients.

#### **Public Services**

- Fund projects that provide supportive services to low- and moderate-income household as well as persons with special needs.
- Support efforts to develop a regional social service collaborative to coordinate the work of social service organizations, disseminate information, and eliminate duplication of effort.

### **Affirmatively Further Fair Housing**

- Support improved access to community resources.
- Continue to operate in compliance with protected class definitions found in federal regulations.

### **3. Evaluation of past performance**

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

The Williamson County CDBG Program identified priorities and needs during the 2019-2023 Consolidated Planning Process, which is utilized in identifying projects to be funded. The Williamson County CDBG program is currently utilizing funds allocated to projects that are in line with current priorities. These projects are monitored as they are being implemented as to ensure progress and eligible spending.

The County met the required timeliness ratio in 2021, but did not in 2022.

A summary of past performance is reported in the attached document “Past Performance Evaluation”. Information was taken from the county’s most recently completed Consolidated Annual Performance Evaluation Report for fiscal year 2020 and submitted to HUD.

### **4. Summary of Citizen Participation Process and consultation process**

Summary from citizen participation section of plan.

The CDBG citizen participation plan indicates that all federal regulations regarding public comment periods and participation will be followed by the Williamson County CDBG Office. The CDBG Office encourages the public to review documents concerning the CDBG program and provide feedback when desired and needed. Representatives of participating cities, County Commissioners, and other stakeholders were notified of funding and information was posted on the Williamson County web site at [www.wilco.org](http://www.wilco.org). Notification was also posted in local newspapers. Notices were published in both English and Spanish. A public hearing was held on March 15, 2022 and on July 19, 2022 to gather input regarding the CDBG program and potential projects.

Project funding was approved by the Williamson County Commissioners’ Court on June 28, 2022. The FY22 Annual Action Plan was made available for public comment July 3, 2022-August 2, 2022 on the

Williamson County website and at the locations listed below. An announcement of the comment period was published in local newspapers and on the County website. The final document, along with any public comments were presented to the Williamson County Commissioners Court on August 9, 2022.

The FY22 Annual Action Plan was available for review at the Williamson County Courthouse and Website at [www.wilco.org](http://www.wilco.org)

City Halls of the following:

City of Cedar Park

City of Coupland

City of Georgetown

City of Granger

City of Hutto

City of Jarrell

City of Leander

City of Liberty Hill

City of Taylor

City of Weir

## **5. Summary of public comments**

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

No comments were received regarding the FY22 Annual Action Plan. It is standard for Williamson County to address comments received and take them into consideration prior to final approval.

## **6. Summary of comments or views not accepted and the reasons for not accepting them**

All comments received are considered and accepted.

## **7. Summary**



## PR-05 Lead & Responsible Agencies – 91.200(b)

### 1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency

Table 1 – Responsible Agencies

### Narrative (optional)

Williamson County is the lead agency for the CDBG program. CDBG FY22 application process was made available online.

### Consolidated Plan Public Contact Information

Sally Bardwell

Community Development Administrator

710 Main Street

Georgetown TX 78626

512-943-3757

sbardwell@wilco.org



## **AP-10 Consultation – 91.100, 91.200(b), 91.215(I)**

### **1. Introduction**

The Williamson County CDBG Office is the lead agency in implementing the FY22 Annual Plan. The CDBG Administrator works closely with local social service agencies and other county agencies and committees to meet the needs of LMI residents. County officials were also notified of the funding allocation.

Williamson County CDBG 2022 funds are awarded to participating cities and local social service agencies through the County's CDBG program. Williamson County calls for potential projects to be submitted for funding. Applications are reviewed and a recommendation is developed based on the projects submitted, the amount of money the County has available to fund projects, eligibility of potential projects and how these projects coincide with the priorities set in the Consolidated Plan. Each city and/or agency determines the projects that are submitted for consideration. These projects can be determined via a city comprehensive plan, public input and/or staff recommendation. Comprehensive plans are developed through a network of public meetings, public announcements, and staff and engineer recommendations. Members of the Commissioners Court gather input from constituents and discuss potential projects with the CDBG Administrator. The County also hosts public meetings and makes draft plans available for review prior to final approval.

Applications were made available online and submitted electronically. The link to the applications was posted on the Williamson County website and was emailed to interested parties.

### **Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(I))**

Williamson County is a member of the Williamson County Homeless Coalition. The group meets with other local non-profits and social service agencies to discuss the needs of homeless and those at-risk of becoming homeless. The goals of this group are to form a homeless coalition and attempt to find resources to fill the gaps within the community regarding homeless and at-risk homeless. Agencies include food pantries, mental health agencies, neighboring local units of government, housing agencies, local and neighboring housing authorities, local not for profit health clinics, and Texas Homeless Network staff.

Williamson County will continue to support the efforts of the Williamson County and Cities Health Districts to address lead based paint (LBP) hazards. The County will also continue to notify CDBG sub-recipients of LBP requirements and ensure compliance with CDBG requirements.

Williamson County's CDBG policies and procedures comply with the federal lead-based paint regulations at 24 CFR Part 35.

In accordance with lead-based paint requirements, the County will incorporate the following factors to refine and narrow the communities that are at highest risk with lead-based paint hazards as related to housing rehabilitation activities:

- Age of housing (pre-1978 housing units)
- Condition of housing
- Tenure and poverty levels
- Presence of young children
- Presence of lead poisoning cases

All contractors, sub-recipients, and other community partners are advised of the lead-based paint regulations. Additionally, the County's CDBG Office will continue to distribute information and literature on lead hazards to households who may be at risk of exposure.

Calls from residents regarding affordable housing options are directed to the local public housing authorities in Austin, Georgetown, Taylor, Granger and Round Rock. Those looking for assistance are also encouraged to contact the Capital Area Housing Finance Corporation to discuss affordable housing options and home buyers' assistance.

Williamson County funds the Taylor Housing Authority for down payment assistance and the Granger Housing Authority for facility repairs. CDBG funds are also being used by the Georgetown Housing Authority for housing improvements.

Williamson County has a community resources website that allows people to search online for needed resources such as health care, mental health services, housing, food, and other community resources. The Williamson County Community Resources website is designed to empower residents with information about resources in the area so that they can connect with available services. The site is [www.wilco.org/communityresources](http://www.wilco.org/communityresources).

At this time, the CDBG office does not coordinate with corrections programs and institutions. However, the Mobile Outreach Team and Bluebonnet MHMR coordinate with corrections programs and institutions in an effort to assist those who are experiencing a mental crisis. The programs allows for mental health support in an effort to avoid incarceration.

All agency types are encouraged to participate in the Williamson County CDBG program.

**Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.**

**Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS**

Williamson County does not receive ESG funds. Currently there are no Continuum of Care recipients for Williamson County. The County is a member of the Williamson County Homelessness Coalition that meets regularly. The Texas Homeless Network is represented in this coalition and provides information and updates on the Tx Balance of State. The group also includes representatives from organizations that assist the homeless and/or those approaching homelessness in varying aspects such as housing, emergency housing, temporary housing, mental health, physical health, rental assistance, and utility assistance. The Texas Homeless Network also provides guidance on how to complete the point in time count.

**2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities**

**Table 2 – Agencies, groups, organizations who participated**

1	<b>Agency/Group/Organization</b>	City of Cedar Park
	<b>Agency/Group/Organization Type</b>	Other government - Local
	<b>What section of the Plan was addressed by Consultation?</b>	Non-Homeless Special Needs
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Public Hearing was held on March 5, 2022 and July 19, 2022. Research via web. Continued outreach/networking. Outreach and networking provide the opportunity for participating city to discuss potential CDBG funded projects or projects that align with CDBG priorities. Cities are encouraged to contact the CDBG office to discuss potential projects. While the city does not receive CDBG funds, Cedar Park could potentially apply for projects that could positively impact low-mod income residents. Projects could include any eligible project that is listed as a high priority for the County CDBG program. Discussions with Cedar Park representatives included potential projects, locations of eligibility, the entitlement community process.
2	<b>Agency/Group/Organization</b>	City of Coupland
	<b>Agency/Group/Organization Type</b>	Other government - Local
	<b>What section of the Plan was addressed by Consultation?</b>	Non-Homeless Special Needs

	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Public Hearing was held on March 5, 2022 and July 19, 2022. Research via web. Continued outreach/networking. Outreach and networking provide the opportunity for participating city to discuss potential CDBG funded projects or projects that align with CDBG priorities. Cities are encouraged to contact the CDBG office to discuss potential projects. While the city does not receive CDBG funds, Coupland could potentially apply for projects that could positively impact low-mod income residents. Projects could include any eligible project that is listed as a high priority for the County CDBG program. Discussions with Coupland include potential projects, funding amounts and eligibility.
3	<b>Agency/Group/Organization</b>	City of Georgetown
	<b>Agency/Group/Organization Type</b>	Other government - Local
	<b>What section of the Plan was addressed by Consultation?</b>	Non-Homeless Special Needs
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Public Hearing was held on March 5, 2022 and July 19, 2022. Research via web. Continued outreach/networking. Outreach and networking provide the opportunity for participating city to discuss potential CDBG funded projects or projects that align with CDBG priorities. Cities are encouraged to contact the CDBG office to discuss potential projects. City of Georgetown is a subrecipient of County CDBG funds therefore technical assistance is provided as needed. Georgetown applied for funds for the home repair program.
4	<b>Agency/Group/Organization</b>	CITY OF GRANGER
	<b>Agency/Group/Organization Type</b>	Other government - Local
	<b>What section of the Plan was addressed by Consultation?</b>	Non-Homeless Special Needs

	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Public Hearing was held on March 5, 2022 and July 19, 2022. Research via web. Continued outreach/networking. Outreach and networking provide the opportunity for participating city to discuss potential CDBG funded projects or projects that align with CDBG priorities. Cities are encouraged to contact the CDBG office to discuss potential projects. City of Granger is a subrecipient of County CDBG funds therefore technical assistance is provided as needed. The City of Granger applied for funds to improve a portion of the city's wastewater system in low-income area of the city.
5	<b>Agency/Group/Organization</b>	City of Hutto
	<b>Agency/Group/Organization Type</b>	Other government - Local
	<b>What section of the Plan was addressed by Consultation?</b>	Non-Homeless Special Needs
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Public Hearing was held on March 5, 2022 and July 19, 2022. Research via web. Continued outreach/networking. Outreach and networking provide the opportunity for participating city to discuss potential CDBG funded projects or projects that align with CDBG priorities. Cities are encouraged to contact the CDBG office to discuss potential projects. While the city does not receive CDBG funds, Hutto could potentially apply for projects that could positively impact low-mod income residents. Projects could include any eligible project that is listed as a high priority for the County CDBG program. Discussions with Hutto included previous year funding, types of projects to be funded with CDBG funds and locations of eligibility.
6	<b>Agency/Group/Organization</b>	City of Jarrell
	<b>Agency/Group/Organization Type</b>	Other government - Local
	<b>What section of the Plan was addressed by Consultation?</b>	Non-Homeless Special Needs

	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Public Hearing was held on March 5, 2022 and July 19, 2022. Research via web. Continued outreach/networking. Outreach and networking provide the opportunity for participating city to discuss potential CDBG funded projects or projects that align with CDBG priorities. Cities are encouraged to contact the CDBG office to discuss potential projects. City of Jarrell is a subrecipient of County CDBG funds therefore technical assistance is provided as needed. The City of Jarrell applied for funding to improve the water system in a low income area of the city.
7	<b>Agency/Group/Organization</b>	City of Leander
	<b>Agency/Group/Organization Type</b>	Other government - Local
	<b>What section of the Plan was addressed by Consultation?</b>	Non-Homeless Special Needs
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Public Hearing was held on March 5, 2022 and July 19, 2022. Research via web. Continued outreach/networking. Outreach and networking provide the opportunity for participating city to discuss potential CDBG funded projects or projects that align with CDBG priorities. Cities are encouraged to contact the CDBG office to discuss potential projects. While the city does not receive CDBG funds, Leander could potentially apply for projects that could positively impact low-mod income residents. Projects could include any eligible project that is listed as a high priority for the County CDBG program. Discussions with Leander representatives included potential projects, locations of eligibility, the entitlement community process. Discussions with Leander representatives included potential projects, locations of eligibility, the entitlement community process.
8	<b>Agency/Group/Organization</b>	City of Liberty Hill
	<b>Agency/Group/Organization Type</b>	Other government - Local

	<b>What section of the Plan was addressed by Consultation?</b>	Non-Homeless Special Needs
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Public Hearing was held on March 5, 2022 and July 19, 2022. Research via web. Continued outreach/networking. Outreach and networking provide the opportunity for participating city to discuss potential CDBG funded projects or projects that align with CDBG priorities. Cities are encouraged to contact the CDBG office to discuss potential projects. City of Liberty Hill is a subrecipient of County CDBG funds therefore technical assistance is provided as needed.
9	<b>Agency/Group/Organization</b>	City of Taylor
	<b>Agency/Group/Organization Type</b>	Other government - Local
	<b>What section of the Plan was addressed by Consultation?</b>	Non-Homeless Special Needs
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Public Hearing was held on March 5, 2022 and July 19, 2022. Research via web. Continued outreach/networking. Outreach and networking provide the opportunity for participating city to discuss potential CDBG funded projects or projects that align with CDBG priorities. Cities are encouraged to contact the CDBG office to discuss potential projects. City of Taylor is a subrecipient of County CDBG funds therefore technical assistance is provided as needed. The city received funds to improve the city's water system in a low-mod income area.
10	<b>Agency/Group/Organization</b>	City of Weir
	<b>Agency/Group/Organization Type</b>	Other government - Local
	<b>What section of the Plan was addressed by Consultation?</b>	Non-Homeless Special Needs



	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Public Hearing was held on March 5, 2022 and July 19, 2022. Research via web. Continued outreach/networking. Outreach and networking provide the opportunity for participating city to discuss potential CDBG funded projects or projects that align with CDBG priorities. Cities are encouraged to contact the CDBG office to discuss potential projects. While the city does not receive CDBG funds, Weir could potentially apply for projects that could positively impact low-mod income residents. Projects could include any eligible project that is listed as a high priority for the County CDBG program. Discussions with Weir representatives include potential future projects and past projects, additional funding sources, and types of projects for the city.
11	<b>Agency/Group/Organization</b>	Taylor Housing Authority
	<b>Agency/Group/Organization Type</b>	PHA
	<b>What section of the Plan was addressed by Consultation?</b>	Public Housing Needs
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Public Hearing was held on March 5, 2022 and July 19, 2022. Research via web. Continued outreach/networking. Outreach and networking provide the opportunity for organizations to discuss potential CDBG funded projects or projects that align with CDBG priorities. Organizations are encouraged to contact the CDBG office to discuss potential projects. The Taylor Housing Authority is a subrecipient of County CDBG funds therefore technical assistance is provided as needed. Taylor Housing Authority utilizes CDBG funds for down-payment assistance to increase home ownership for income qualified households.
12	<b>Agency/Group/Organization</b>	Granger Housing Authority
	<b>Agency/Group/Organization Type</b>	PHA
	<b>What section of the Plan was addressed by Consultation?</b>	Public Housing Needs

	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Public Hearing was held on March 5, 2022 and July 19, 2022. Research via web. Continued outreach/networking. Outreach and networking provide the opportunity for organizations to discuss potential CDBG funded projects or projects that align with CDBG priorities. Organizations are encouraged to contact the CDBG office to discuss potential projects. The Granger Housing Authority is a subrecipient of County CDBG funds therefore technical assistance is provided as needed. Granger Housing Authority utilized CDBG funds to improve low income housing for income qualified households.
13	<b>Agency/Group/Organization</b>	Georgetown Housing Authority
	<b>Agency/Group/Organization Type</b>	PHA
	<b>What section of the Plan was addressed by Consultation?</b>	Public Housing Needs
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Public Hearing was held on March 5, 2022 and July 19, 2022. Research via web. Continued outreach/networking. Outreach and networking provide the opportunity for organizations to discuss potential CDBG funded projects or projects that align with CDBG priorities. Organizations are encouraged to contact the CDBG office to discuss potential projects. The Georgetown Housing Authority is a subrecipient of County CDBG funds therefore technical assistance is provided as needed. Georgetown Housing Authority is utilizing funds to rehab their affordable housing units.
14	<b>Agency/Group/Organization</b>	WILLIAMSON COUNTY CRISIS CENTER DBA HOPE ALLIANCE
	<b>Agency/Group/Organization Type</b>	Services-Victims of Domestic Violence
	<b>What section of the Plan was addressed by Consultation?</b>	Homeless Needs - Families with children

	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Public Hearing was held on March 5, 2022 and July 19, 2022. Research via web. Continued outreach/networking. Outreach and networking provide the opportunity for organizations to discuss potential CDBG funded projects or projects that align with CDBG priorities. Organizations are encouraged to contact the CDBG office to discuss potential projects. The Crisis Center is a subrecipient of County CDBG funds therefore technical assistance is provided as needed. The Crisis Center utilizes funds to increase supportive services for victims of domestic violence and to increase security at its shelter location through rehab/improvements.
15	<b>Agency/Group/Organization</b>	Habitat for Humanity of Williamson County
	<b>Agency/Group/Organization Type</b>	Housing
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Public Hearing was held on March 5, 2022 and July 19, 2022. Research via web. Continued outreach/networking. Outreach and networking provide the opportunity for organizations to discuss potential CDBG funded projects or projects that align with CDBG priorities. Organizations are encouraged to contact the CDBG office to discuss potential projects. Habitat for Humanity of Williamson County is a subrecipient of County CDBG funds therefore technical assistance is provided as needed. Habitat utilizes fund for land acquisition and site development to build affordable housing throughout the county. Habitat also utilizes CDBG funds for a home repair program for income qualified households.
16	<b>Agency/Group/Organization</b>	BLUEBONNET TRAILS COMM. MHMR
	<b>Agency/Group/Organization Type</b>	Services - Housing Services-homeless

	<b>What section of the Plan was addressed by Consultation?</b>	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Public Hearing was held on March 5, 2022 and July 19, 2022. Research via web. Continued outreach/networking. Outreach and networking provide the opportunity for organizations to discuss potential CDBG funded projects or projects that align with CDBG priorities. Organizations are encouraged to contact the CDBG office to discuss potential projects. Bluebonnet Trails is a subrecipient of County CDBG funds therefore technical assistance is provided as needed. Bluebonnet utilizes CDBG funds to assist homeless individuals with housing first services.
17	<b>Agency/Group/Organization</b>	Interagency Support Council of Easter Williamson County
	<b>Agency/Group/Organization Type</b>	Mental Health
	<b>What section of the Plan was addressed by Consultation?</b>	Mental Health
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Public Hearing was held on March 5, 2022 and July 19, 2022. Research via web. Continued outreach/networking. Outreach and networking provide the opportunity for organizations to discuss potential CDBG funded projects or projects that align with CDBG priorities. Organizations are encouraged to contact the CDBG office to discuss potential projects. Interagency Support Council is a subrecipient of County CDBG funds therefore technical assistance is provided as needed. Interagency utilizes CDBG funds to assist income qualified individuals with mental health support. Interagency Support Council has changed their name to Impact Counseling Services.

18	<b>Agency/Group/Organization</b>	Williamson County Commissioners Court
	<b>Agency/Group/Organization Type</b>	Other government - County
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Public Housing Needs Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs HOPWA Strategy Market Analysis Economic Development Anti-poverty Strategy Lead-based Paint Strategy
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Public Hearing was held on March 5, 2022 and July 19, 2022. Research via web. Continued outreach/networking. The CDBG office works with Commissioners to discuss projects in precincts and county wide. CDBG office provides information on eligibility and funding that Commissioners utilize to make allocation decisions. The Williamson County Commissioners Court strives to utilize funds to improve the quality of lives for low income residents in the county.
19	<b>Agency/Group/Organization</b>	Blackshear/O.L. Price Ex-Student Association
	<b>Agency/Group/Organization Type</b>	Services-Education Regional organization
	<b>What section of the Plan was addressed by Consultation?</b>	Public Facilities

	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Public Hearing was held on March 5, 2022 and July 19, 2022. Research via web. Continued outreach/networking. Outreach and networking provide the opportunity for organizations to discuss potential CDBG funded projects or projects that align with CDBG priorities. Organizations are encouraged to contact the CDBG office to discuss potential projects. While the organization does not receive CDBG funds, it could potentially apply for projects that could positively impact low-mod income residents. Projects could include any eligible project that is listed as a high priority for the County CDBG program.
20	<b>Agency/Group/Organization</b>	City of Round Rock
	<b>Agency/Group/Organization Type</b>	Other government - Local
	<b>What section of the Plan was addressed by Consultation?</b>	Non-Homeless Special Needs
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Public Hearing was held on March 5, 2022 and July 19, 2022. Research via web. Continued outreach/networking. The CDBG office consults with the City of Round Rock on CDBG shared projects, potential projects, CDBG management and policies. The City of Round Rock receives a direct allocation from HUD. Consultation is to discuss shared projects, if applicable.
21	<b>Agency/Group/Organization</b>	Key2Free
	<b>Agency/Group/Organization Type</b>	Services-Victims of Domestic Violence Services-homeless Services-Health Services-Education Services-Employment Services - Victims
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment

	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Public Hearing was held on March 5, 2022 and July 19, 2022. Research via web. Continued outreach/networking. Outreach and networking provide the opportunity for organizations to discuss potential CDBG funded projects or projects that align with CDBG priorities. Organizations are encouraged to contact the CDBG office to discuss potential projects. Key2Free is a subrecipient of County CDBG funds therefore technical assistance is provided as needed. Key2Free utilizes CDBG funds to assist homeless individuals who are victims of domestic violence and sex trafficking.
22	<b>Agency/Group/Organization</b>	Spectrum
	<b>Agency/Group/Organization Type</b>	Services - Broadband Internet Service Providers Services - Narrowing the Digital Divide
	<b>What section of the Plan was addressed by Consultation?</b>	Broadband Services
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Researched information regarding plans available to low income families and households in Williamson County. Plan name Spectrum Internet Assist is available to low income households. Information gathered can be shared with other organizations assisting low income families or households contacting the CDBG office for assistance.
23	<b>Agency/Group/Organization</b>	AT&T
	<b>Agency/Group/Organization Type</b>	Services - Broadband Internet Service Providers Services - Narrowing the Digital Divide
	<b>What section of the Plan was addressed by Consultation?</b>	Broadband Services

	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Researched information regarding plans available to low income families and households in Williamson County. Plan name Access from AT&T is available to low income households. Information gathered can be shared with other organizations assisting low income families or households contacting the CDBG office for assistance.
24	<b>Agency/Group/Organization</b>	FEMA
	<b>Agency/Group/Organization Type</b>	Agency - Managing Flood Prone Areas
	<b>What section of the Plan was addressed by Consultation?</b>	Non-Homeless Special Needs
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Consult with FEMA regarding flood plain areas to ensure low income households and HUD funded projects are protected. Data collected from FEMA is used in determining projects and project eligibility.
25	<b>Agency/Group/Organization</b>	Williamson County Department of Infrastructure
	<b>Agency/Group/Organization Type</b>	Agency - Managing Flood Prone Areas Agency - Management of Public Land or Water Resources
	<b>What section of the Plan was addressed by Consultation?</b>	Infrastructure Flood Management
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Consult with Department of Infrastructure to develop flood mapping and alleviation of flooding. Data acquired from the Department of Infrastructure allows the County to make informed decisions on project locations, eligibility and need.



26	<b>Agency/Group/Organization</b>	Williamson County Mobile Outreach Team
	<b>Agency/Group/Organization Type</b>	Services-homeless Services-Health Other government - County
	<b>What section of the Plan was addressed by Consultation?</b>	Homeless Needs - Chronically homeless Homelessness Needs - Veterans Non-Homeless Special Needs
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Public Hearing was held on March 5, 2022 and July 19, 2022. Research via web. Continued outreach/networking. Outreach and networking provide the opportunity for organizations to discuss potential CDBG funded projects or projects that align with CDBG priorities. Organizations are encouraged to contact the CDBG office to discuss potential projects. While MOT does not receive CDBG funds, it could potentially apply for projects that could positively impact low-mod income residents. Projects could include any eligible project that is listed as a high priority for the County CDBG program. MOT also consults with law enforcement to provide crisis intervention for clients and avoid unnecessary incarceration. Intervention is to avoid unnecessary incarceration.

**Identify any Agency Types not consulted and provide rationale for not consulting**

All entities were considered for consultation.

**Other local/regional/state/federal planning efforts considered when preparing the Plan**

<b>Name of Plan</b>	<b>Lead Organization</b>	<b>How do the goals of your Strategic Plan overlap with the goals of each plan?</b>
Continuum of Care	Central Texas Region units of government, including Williamson County	Barriers to affordable housing opportunities.

**Table 3 – Other local / regional / federal planning efforts**

**Narrative (optional)**

## **AP-12 Participation – 91.105, 91.200(c)**

### **1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting**

The CDBG citizen participation plan indicates that all federal regulations regarding public comment periods and participation will be followed by the Williamson County CDBG Office. The CDBG Office encourages the public to review documents concerning the CDBG program and provide feedback when desired and needed. Representatives of participating cities, County Commissioners, and other stakeholders were notified of funding and information was posted on the Williamson County web site at [www.wilco.org](http://www.wilco.org). Notification was also posted in local newspapers. Notices were published in both English and Spanish. A public hearing was held on March 15, 2022 and July 19, 2022 to gather input regarding the CDBG program and potential projects.

Participating cities and agencies are encouraged to submit applications to the Williamson County CDBG office for projects that meet the priorities and goals outlined in the Consolidated Plan. Project applications are determined via the use of comprehensive plans, public input and/or city staff/management. During the planning process, cities may hold public input meetings as well as post information for review by the public. County Commissioners receive input from constituents and discuss potential projects with the CDBG Administrator. The CDBG Administrator guides potential applicants in the application process and is available to meet to discuss processes, projects and funding.

The project proposal was approved by the Williamson County Commissioners Court on June 28, 2022. No comments were received.

The FY22 Annual Action Plan was available for review at the Williamson County Courthouse and Website at [www.wilco.org](http://www.wilco.org)

City Halls of the following:

City of Cedar Park

City of Coupland

City of Georgetown

City of Granger

City of Hutto

City of Jarrell

City of Leander

City of Liberty Hill

City of Taylor

City of Weir

### Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Public Meeting	Non-targeted/broad community	No attendance.	No comments received.	No comments received.	
2	Newspaper Ad	Non-targeted/broad community	No comments received.	No comments received.	No comments received.	
3	Internet Outreach	Non-targeted/broad community	No comments received.	No comments received.	No comments received.	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
4	Public Meeting	Non-targeted/broad community	No attendance.	No comments received.	No comments received.	

**Table 4 – Citizen Participation Outreach**

## Expected Resources

### AP-15 Expected Resources – 91.220(c)(1,2)

#### Introduction

Williamson County was awarded \$1,712,437 in FY22. The level of annual funding is expected to remain similar for the remainder of the Five Year Consolidated Plan.

#### Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	1,712,437	0	0	1,712,437	1,712,437	This is an estimated allocation based on historical allocations. The expected amount for the remainder of the Con Plan assumes the same allocation in each subsequent year.

Table 5 - Expected Resources – Priority Table

**Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how**

**matching requirements will be satisfied**

The nonprofit organization funded has additional financial capacity through foundations and fundraising campaigns. Federal funds provide the organization with the opportunity to expand their services to benefit more low- and moderate-income persons.

There are no federal or local matching requirements for the CDBG grant. However, the county encourages projects to provide match funds if available.

Match funds obtained from other federal, State, local or private sources:

Habitat for Humanity Home Repair \$265,000

Granger Water Project \$10,000

Georgetown Housing Authority Rehab Project \$338,820

Habitat for Humanity 21st Street Project \$97,000

Jarrell Water Project \$10,000

Yellow House Foundation \$1,296,586

**If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan**

Williamson County does not intend to utilize publicly owned land or property to address the needs identified in this plan.

## **Discussion**



## Annual Goals and Objectives

### AP-20 Annual Goals and Objectives

#### Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
<b>1</b>	Housing Rehabilitation	2019	2023	Affordable Housing Public Housing	Countywide City of Leander City of Georgetown City of Granger City of Taylor CDBG Participating Cities + Unincorporated Areas of County	Increase Access to Affordable Housing	CDBG: \$629,530	Rental units rehabilitated: 130 Household Housing Unit Homeowner Housing Rehabilitated: 40 Household Housing Unit
<b>6</b>	Improve public facilities	2019	2023	Non-Housing Community Development	Countywide City of Granger CDBG Participating Cities + Unincorporated Areas of County	Public Facilities and Infrastructure Improvements	CDBG: \$1,299,050	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 1815 Persons Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
9	Planning and Administration	2019	2023	Administration and Planning	Countywide CDBG Participating Cities + Unincorporated Areas of County	Planning and Administration and Fair Housing	CDBG: \$218,000	Other: 1 Other
10	Home-ownership Assistance	2019	2023	Affordable Housing	City of Georgetown	Increase Access to Affordable Housing	CDBG: \$121,712	Homeowner Housing Added: 12 Household Housing Unit

Table 6 – Goals Summary

## Goal Descriptions

1	Goal Name	Housing Rehabilitation
	Goal Description	<p>Provide assistance to homeowners and rental facilities for rehabilitation of existing structures to improve and maintain the quality of the affordable housing stock.</p> <p>Granger Housing Authority \$121,330</p> <p>Georgetown Housing Authority \$208,200</p> <p>City of Georgetown Home Repair \$150,000</p> <p>Habitat for Humanity Home Repair \$150,000</p>

6	<b>Goal Name</b>	Improve public facilities
	<b>Goal Description</b>	<p>Improvements to public facilities and infrastructure and facilities that deliver public services. Public facilities include those that serve youth/children, abused and neglected children, seniors, persons with disabilities and other vulnerable populations.</p> <p>Granger Wastewater Colorado Street \$344,050</p> <p>Liberty Hill Sidewalk Project \$488,000</p> <p>Jarrell Water System Improvements \$467,000</p>
9	<b>Goal Name</b>	Planning and Administration
	<b>Goal Description</b>	Administrative and planning costs to operate the CDBG program successfully. Funding amount \$218,000.
10	<b>Goal Name</b>	Home-ownership Assistance
	<b>Goal Description</b>	<p>Provide affordable housing for income qualified individuals/families.</p> <p>Habitat for Humanity 21st Street Project \$121,712</p>

## Projects

### AP-35 Projects – 91.220(d)

#### Introduction

The following table provides the names of the projects funded for FY 2021 utilizing CDBG funds. If a funded project has cost savings, slows down or discovers a barrier to being completed, an alternate project from the current Annual Action Plan may be selected to continue the timely spending of grant funds. Please refer to the Appendix for a list and description of alternate projects.

Williamson County was awarded \$1,712,437 in FY22.

#### Projects

#	Project Name
1	Habitat for Humanity of Williamson County/Homeowner Rehab
2	City of Georgetown Home Repair Program
5	Habitat/Georgetown 21st Street Project

**Table 7 - Project Information**

#### **Describe the reasons for allocation priorities and any obstacles to addressing underserved needs**

Allocation priorities were based upon the Needs Assessment undertaken as part of the planning process and demand for projects and services in the past. The primary obstacle to addressing underserved needs is the limited resources available to address such needs throughout the County. The County encourages CDBG applicants to seek other resources from other public and private entities in an effort to leverage the limited amount of CDBG funds available.

Project descriptions and specific allocations are found in the appendices of this document.

**AP-38 Project Summary**  
**Project Summary Information**

1	<b>Project Name</b>	Habitat for Humanity of Williamson County/Homeowner Rehab
	<b>Target Area</b>	CDBG Participating Cities + Unincorporated Areas of County
	<b>Goals Supported</b>	Housing Rehabilitation
	<b>Needs Addressed</b>	Decrease Homelessness
	<b>Funding</b>	CDBG: \$150,000
	<b>Description</b>	Project will assist approximately 20 eligible homeowners who are in need of home repairs within CDBG participating cities or the unincorporated areas of the County. Homeowners will meet CDBG defined income qualifications. Home repairs can include, but are not limited to, roofing, siding, weatherization (windows), energy efficiency/conservation (plumbing, electrical), accessibility and/or safety.
	<b>Target Date</b>	9/30/2023
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	20 low to very low income households are estimated to be assisted.
	<b>Location Description</b>	CDBG participating cities or unincorporated areas of the county.
	<b>Planned Activities</b>	Housing rehab
2	<b>Project Name</b>	City of Georgetown Home Repair Program
	<b>Target Area</b>	City of Georgetown
	<b>Goals Supported</b>	Housing Rehabilitation
	<b>Needs Addressed</b>	Increase Access to Affordable Housing
	<b>Funding</b>	CDBG: \$150,000
	<b>Description</b>	Project will assist approximately 20 eligible homeowners who are in need of home repairs within Georgetown city limits. Homeowners will meet CDBG defined income qualifications. The program will be administered by Habitat for Humanity of Williamson County. Home repairs can include, but are not limited to, roofing, siding, weatherization (windows), energy efficiency/conservation (plumbing, electrical), accessibility and/or safety.
	<b>Target Date</b>	

	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	Project will assist approximately 20 very low and low income individuals/families.
	<b>Location Description</b>	City of Georgetown
	<b>Planned Activities</b>	Housing rehab.
3	<b>Project Name</b>	Habitat/Georgetown 21st Street Project
	<b>Target Area</b>	City of Georgetown
	<b>Goals Supported</b>	Home-ownership Assistance
	<b>Needs Addressed</b>	Increase Access to Affordable Housing
	<b>Funding</b>	CDBG: \$352,212
	<b>Description</b>	Site development engineering and architectural design and construction documents for the development of 6-12 for sale workforce units developed at 502 W. 21st Street, Georgetown TX. Infrastructure for the development of 6-12 for sale workforce units developed at 502 W. 21st Street, Georgetown TX.
	<b>Target Date</b>	
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	Estimated 12 low income households to be assisted.
	<b>Location Description</b>	Georgetown TX
	<b>Planned Activities</b>	Site development engineering and architectural design and construction documents for the development of 6-12 for sale workforce units developed at 502 W. 21st Street, Georgetown TX.

## **AP-50 Geographic Distribution – 91.220(f)**

### **Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed**

Projects are determined by the area low mod percent or by individual assistance. Projects will be located in Granger, Georgetown, Jarrell, Liberty Hill, and in the unincorporated areas of the county. Percentages are based on the total of the FY22 allocation.

Distribution is as follows:

Granger 12.7%

Georgetown 28.01%

Jarrell 20.3%

Leander 17.5%

Countywide 8.75%

Administration 12.7%

### **Geographic Distribution**

<b>Target Area</b>	<b>Percentage of Funds</b>
Countywide	
City of Leander	
City of Georgetown	
City of Granger	
City of Taylor	
CDBG Participating Cities + Unincorporated Areas of County	

**Table 8 - Geographic Distribution**

### **Rationale for the priorities for allocating investments geographically**

In FY22, Williamson County will use CDBG funds throughout the jurisdiction to serve low and moderate-income persons and households. The county does not prioritize allocations geographically, but rather based on need. All projects either serve low-mod income individuals, households or areas based on



census tract data or survey.

### **Discussion**

Williamson County does not have identified designated target areas for the FY22 Action Plan.

## Affordable Housing

### AP-55 Affordable Housing – 91.220(g)

#### Introduction

The county will use FY22 CDBG funds to assist with the Georgetown Home Repair Program and the Habitat for Humanity Home Repair program that allow low and very low income residents to remain in their homes, therefore preventing potential homelessness. Funds will also be used to improve the Granger Housing Authority and the Georgetown Housing Authority.

The Taylor Housing Authority also administers a 3 year voucher program for 18-24 year olds who are leaving the foster care system.

Projects to be funded as follows:

Georgetown Home Repair \$150,000

Habitat Home Repair \$150,000

Granger Housing Authority \$121,330

Georgetown Housing Authority \$208,200

Habitat 21st Street Project \$121,712

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	170
Special-Needs	0
Total	170

**Table 9 - One Year Goals for Affordable Housing by Support Requirement**

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	12
Rehab of Existing Units	170
Acquisition of Existing Units	0
Total	182

**Table 10 - One Year Goals for Affordable Housing by Support Type**

## **Discussion**

Project outcomes are as follows:

Georgetown Home Repair 20 households

Habitat Home Repair 20 households

Granger Housing Authority 26 households/units

Georgetown Housing Authority 104 units

Habitat 21st Project 12 units

## **AP-60 Public Housing – 91.220(h)**

### **Introduction**

Low-income residents largely depend on local housing authorities for access to affordable housing and related services. The purpose of public housing authorities (PHA) is to ensure safe, decent, affordable housing and to create opportunities for resident's self-sufficiency and economic independence.

The Georgetown Public Housing Authority manages Shady Oaks Apartments and Stonehaven Apartments. The Shady Oaks Apartments are Section 8 and offer 60 duplex apartments to qualified residents. The Stonehaven Apartments are public housing and offer 158 housing units to qualified residents. The Georgetown Housing Authority also manages a Section 8 (Housing Choice Voucher) program.

The Taylor Housing Authority owns and manages the Mary Olson property and the Avery property. These properties are public housing facilities and offer 46 units and 70 units respectively. The Taylor Housing Authority also administers a Section 8 Housing Choice Voucher program that assists approximately 142 families. The Voucher program is a rental subsidy program where families choose where they want to live (based on certain stipulations) and the rental subsidy is paid to the landlord.

The Taylor Housing Authority also administers a 3 year voucher program for 18-24 year olds who are leaving the foster care system.

The Granger Housing Authority operates and manages 26 units available to qualified residents.

As public housing facilities age, investments are needed to maintain and improve the buildings and units to preserve and maintain safe, decent, affordable housing for the County's most vulnerable residents. This section discusses actions taken to address the needs of public housing residents and the units in which they reside.

### **Actions planned during the next year to address the needs to public housing**

During FY 2022, Williamson County will fund the following:

- Funding to Granger Housing Authority (\$121,330) to improve electrical and furnaces to 26 low income housing units. Units are 2-3 bedroom units and will serve low-mod income families.
- Funding to Georgetown Housing Authority to rehab 104 low income housing units.

### **Actions to encourage public housing residents to become more involved in management and participate in homeownership**

Georgetown Housing Authority (GHA) offers various services to residents in an effort to improve their

living environment. Services include classes and activities for families such as nutrition and health classes; exercise groups; medical, hearing and prescription medicine screenings; defensive driving; financial literacy as well as classes about protection from identity fraud/theft. Computer labs and tutors are available to residents for job search activities, resume building, and personal use.

GHA offers the Family Self-Sufficiency (FSS) Program, a HUD program that encourages communities to develop local strategies to help families obtain employment that will lead to economic independence and self-sufficiency. In partnership with welfare agencies, schools, businesses, and other local partners, GHA has developed a comprehensive program that gives participating FSS family members the skills and experience to assist them in obtaining employment that pays a living wage and focus on self-sufficiency.

The Resident Opportunities and Self-Sufficiency (ROSS) program is another essential service provided through GHA. This program allows residents to receive one-on-one assistance and support from a ROSS Coordinator to identify goals and current needs and to find free or low-cost resources to assist residents in achieving their goals.

The Taylor Housing Authority was awarded \$100,000 in FY16 CDBG funds for their Home Ownership Program to assist income eligible families with purchasing a home. The down payment assistance available to families was increased in an effort to make home purchases affordable to income qualified households. The program has one remaining voucher.

The County supports the Taylor Housing Authority with a CDBG homeownership program. The program provides down-payment assistance to eligible residents. The County has also provided CDBG funding to both the Granger and Georgetown Housing Authorities for housing improvements. While these projects don't directly affect homeownership, they do provide needed support to residents.

The CDBG office participates in the Williamson County Homeless Coalition. The coalition meets to discuss housing options and funding. Representatives from multiple agencies participate in the meetings including, but not limited to the Round Rock Housing Authority, Georgetown Housing Authority and Taylor Housing Authority.

Currently, only the Taylor Housing Authority has a homeownership program in place.

The Housing Authorities have resident representatives on the board for representation and to encourage residents to become more involved in management.

The County supports all efforts of the Housing Authorities to encourage home ownership and management.

**If the PHA is designated as troubled, describe the manner in which financial assistance will be**

**provided or other assistance**

None of the PHAs in Williamson County are designated as troubled.

**Discussion**

## **AP-65 Homeless and Other Special Needs Activities – 91.220(i)**

### **Introduction**

The following section outlines Williamson County's goals and actions for the year in ending homelessness.

### **Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including**

#### **Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs**

Williamson County supports Bluebonnet Trails MHMR. The program provides Housing First services that assist people in securing permanent housing and achieve housing stability, without preconditions or barriers as a prerequisite for housing. Focus is on the housing needs of people that are homeless by connecting with local housing authorities, applying for Section 8 or Section 811, finding available rental units and negotiating with property managers. Housing First also helps individuals access employment, psychiatric and primary healthcare, veteran and peer support services, access community resources and apply for Social Security benefits and other benefits such as Supplemental Nutrition Assistance Program (SNAP), as needed.

The County also supports Hope Alliance. The project offers financial assistance to survivors of domestic violence participating in other life-saving services offered by Hope Alliance. Assistance is provided in the form of monies paid directly to landlords and utility companies. Financial assistance is provided for items such as deposits, rent, and utilities.

This assistance allows survivors to remain in their current safe housing or obtain new housing after fleeing from unsafe, abusive, and violent environments.

The Central Texas Fair Housing consortium developed a regional Analysis of impediments to Fair Housing. The Analysis of Impediments to Fair Housing Choice, or AI, is a planning process for local governments and public housing agencies (PHAs) to take meaningful actions to overcome historic patterns of segregation, promote fair housing choice, and foster inclusive communities that are free from discrimination. This study was conducted for the Central Texas Region in

2018 and 2019 as a joint effort among the following entities:

- The City of Austin
- The Housing Authority of the City of Austin
- The Georgetown Housing Authority
- The City of Pflugerville
- The City of Round Rock
- The Round Rock Housing Authority
- The Taylor Housing Authority
- Travis County
- The Housing Authority of Travis County
- Williamson County

### **Addressing the emergency shelter and transitional housing needs of homeless persons**

Because Williamson County funds wraparound social services offered by service providers working with persons experiencing homelessness, the service providers are able to leverage their resources to provide emergency shelter to help meet the housing needs of homeless persons. Williamson County is not directly increasing the number of emergency shelter beds but rather is funding the supportive services utilized by persons accessing emergency and transitional housing.

There were no CDBG FY22 funds allocated to social services.

**Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again**

Williamson County supports Bluebonnet Trails. The project provides Housing First services that assist people in securing permanent housing and achieve housing stability, without preconditions or barriers as a prerequisite for housing. Focus is on the housing needs of people that are homeless by connecting with local housing authorities, applying for Section 8 or Section 811, finding available rental units and negotiating with property managers. Housing First also help individuals access employment, psychiatric and primary healthcare, veteran and peer support services, access community resources and apply for Social Security benefits and other benefits such as Supplemental Nutrition Assistance Program (SNAP), as needed.

The County also supports Hope Alliance. The project offers financial assistance to survivors of domestic violence participating in other life-saving services offered by Hope Alliance. Assistance is provided in the



form of monies paid directly to landlords and utility companies. Financial assistance is provided for items such as deposits, rent, and utilities.

This assistance allows survivors to remain in their current safe housing or obtain new housing after fleeing from unsafe, abusive, and violent environments.

**Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.**

Because Williamson County supports wraparound social services offered by service providers working with persons experiencing homelessness, the service providers are able to leverage their resources to provide emergency shelter to help meet the housing needs of homeless persons. Williamson County is not directly increasing the number of emergency shelter beds but rather is funding the supportive services utilized by persons accessing emergency and transitional housing.

In FY22, the County is funding the Granger Housing Authority, the Georgetown Housing Authority, the Georgetown Home Repair program and the Habitat Home Repair program. These projects allow low income individuals to stay in their affordable housing by keeping the houses and units safe and code compliant.

The Taylor Housing Authority also administers a 3 year voucher program for 18-24 year olds who are leaving the foster care system.

## **Discussion**

The CDBG Program Administrator participates in the Williamson County Homeless Coalition. The coalition is made up of local organizations who assist the homeless. The group is meeting to discuss how better to address the homeless population in Williamson County.

The Balance of State CoC works to ensure that homeless individuals make the transition to permanent housing and independent living, is prioritizing safe and stable housing and making affordable housing options more accessible to homeless individuals. Many homeless that struggle to transition into permanent housing and independent living suffer from mental illness and substance addiction. Recent trends through the Homeless Prevention and Rapid Re-housing program and Housing First model prioritize placing homeless individuals and families in permanent housing quickly, and then linking them to supportive services in the community. Williamson County continues to support local organizations, such as the Georgetown Project to assist homeless youth with transitional and permanent housing. This

is done through Williamson County Juvenile Services.

Williamson Burnet County Opportunities (WBCO) provides services such emergency assistance, headstart, case management to transition out of poverty, adult education program for job skills, and rapid re-housing program.

The Mobile Outreach Team assists local law enforcement with individuals who are in a crisis. They work with health-care facilities, mental health facilities, corrections programs and institutions to ensure that individuals obtain the care they need. They also provide medications and temporary housing as needed and as funds allow.

## **AP-75 Barriers to affordable housing – 91.220(j)**

### **Introduction:**

This section describes some of the primary challenges to development of affordable housing.

**Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment**

Habitat for Humanity (Habitat) is the only nonprofit housing developer in Williamson County. Habitat must look for low-cost land as high taxes and insurance make much of the land cost prohibitive. Even with Homestead caps, valuations are increasing and hurting mortgage affordability while low-cost land is increasingly difficult to find. It is a priority of Williamson County to acquire land for affordable housing. Stakeholders discussed that development and zoning ordinances make it difficult to develop affordable housing units.

In FY20, the City of Georgetown and Habitat for Humanity are partnering together to develop 6-12 workforce units located on West 21st Street in Georgetown TX. This project will continue in FY22.

### **Discussion:**

Williamson County does not set land code uses, zoning and/or policies and procedures for participating cities. The County encourages all participating cities to remove any barriers to affordable housing.

## **AP-85 Other Actions – 91.220(k)**

### **Introduction:**

#### **Actions planned to address obstacles to meeting underserved needs**

The primary impediment to Williamson County's ability to meet underserved needs is limited availability of funding to address identified priorities; the need exceeds the availability of resources. The County will continue to seek public and private resources to leverage its entitlement funds in assisting with implementation of policies and programs.

#### **Actions planned to foster and maintain affordable housing**

Williamson County is committed to fostering and maintaining affordable housing. FY22 CDBG funds have been awarded to following projects to improve or create additional affordable housing:

##### **Habitat for Humanity of Williamson County Home Repair Program \$150,000**

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

##### **City of Georgetown Home Repair Program \$150,000**

Project will assist approximately fifteen eligible homeowners who are in need of home repairs within Georgetown city limits. Homeowners will meet CDBG defined income qualifications. The program will be administered by Habitat for Humanity of Williamson County. Home repairs can include, but are not limited to, roofing, siding, weatherization (windows), energy efficiency/conservation (plumbing, electrical), accessibility and/or safety.

##### **Granger Water Project \$96,000**

Project to include the survey of water assets, modeling of water distribution system, and installation of

12-inch and 8-inch water lines.

**Georgetown Housing Authority \$208,200**

Project will rehabilitate 104 units at Stonehaven Public Housing with required electrical upgrades.

**Granger Housing Authority Rehab \$121,330**

Electrical and furnace improvements to support central air conditioning installation. Project located at the Granger Housing Authority.

**Jarrell Water System Improvements \$347,195**

Installation of up to 2,100 linear feet of 16-in PVC C900 water line, 4 fire hydrants, and 2 gate valves. The service area is residences along CR 305, bounded by CR 307 to the east and up to CR 396 to the west, including the Double Creek Estates subdivision and Jarrell Memorial Park in Jarrell TX.

**Yellow House Foundation \$300,000**

Raising Capital to purchase land (completed) and to construct a new Yellow House Building to meet the growing needs of the Williamson County recovery community.

**Habitat for Humanity 21st Street Project \$121,712**

Design and construct a water and wastewater line for Shepherd's Village, a 12 unit condominium development of homes located at 502 W 21st Street, Georgetown to be sold to potential homeowner's earning between 60 to 80% of the Area Median Income.

**Actions planned to reduce lead-based paint hazards**

Williamson County will continue to support the efforts of the Williamson County and Cities Health Districts to address lead based paint (LBP) hazards. The County will also continue to notify CDBG sub-

recipients of LBP requirements and ensure compliance with CDBG requirements.

Williamson County's CDBG policies and procedures comply with the federal lead-based paint regulations at 24 CFR Part 35.

In accordance with lead-based paint requirements, the County will incorporate the following factors to refine and narrow the communities that are at highest risk with lead-based paint hazards as related to housing rehabilitation activities:

- Age of housing (pre-1978 housing units)
- Condition of housing
- Tenure and poverty levels
- Presence of young children
- Presence of lead poisoning cases

All contractors, sub-recipients, and other community partners are advised of the lead-based paint regulations. Additionally, the County's CDBG Office will continue to distribute information and literature on lead hazards to households who may be at risk of exposure.

### **Actions planned to reduce the number of poverty-level families**

Williamson County supports Bluebonnet Trails. The project provides Housing First services that assist people in securing permanent housing and achieve housing stability, without preconditions or barriers as a prerequisite for housing. Focus is on the housing needs of people that are homeless by connecting with local housing authorities, applying for Section 8 or Section 811, finding available rental units and negotiating with property managers. Housing First also helps individuals access employment, psychiatric and primary healthcare, veteran and peer support services, access community resources and apply for Social Security benefits and other benefits such as Supplemental Nutrition Assistance Program (SNAP), as needed.

The County supports Hope Alliance.. The project offers financial assistance to survivors of domestic violence participating in other life-saving services offered by Hope Alliance. Assistance is provided in the form of monies paid directly to landlords and utility companies. Financial assistance is provided for items such as deposits, rent, and utilities.

This assistance allows survivors to remain in their current safe housing or obtain new housing after fleeing from unsafe, abusive, and violent environments.

### **Actions planned to develop institutional structure**

Because Williamson County has relationships with public housing authorities and agencies such as Habitat for Humanity and Hope Alliance, there are opportunities for continued dialogue and support for

advancement of institutional structure. Additionally, as a sub-recipient of CDBG funds, the receiving entities must maintain a high level of reporting which requires a strong institutional structure. Williamson County will provide technical assistance as needed to ensure that sub-recipients are in compliance with CDBG regulations.

**Actions planned to enhance coordination between public and private housing and social service agencies**

In FY22, Williamson County will continue to support and encourage efforts of the four public housing authorities and agencies such as Habitat for Humanity to collaborate to increase and preserve the number of affordable housing units. Williamson County will also encourage public housing authorities to offer services to residents in financial literacy and planning and to encourage residents to participate in programs designed to increase self-sufficiency.

**Discussion:**

## Program Specific Requirements

### AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

#### Introduction:

#### Community Development Block Grant Program (CDBG)

##### Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
<b>Total Program Income:</b>	<b>0</b>

#### Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	100.00%



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

**Habitat for Humanity of Williamson County Home Repair Program**

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

**Funding Requested:** \$150,000

**Estimated Funding for FY22:** \$150,000

**Annual Goals:** Increase Access to Affordable Housing

**Target Areas:** CDBG Participating Cities and Unincorporated Areas of the County

**Priority Needs Addressed:** Housing Rehabilitation

**Goal Outcome Indicator:** 20 Households

**City of Georgetown Home Repair Program**

Project will assist approximately twenty eligible households who are in need of home repairs within Georgetown city limits, including the San Jose and TRG neighborhoods. Homeowners will meet CDBG defined income qualifications. The program will be administered by Habitat for Humanity of Williamson County. Home repairs can include, but are not limited to, roofing, siding, weatherization (windows), energy efficiency/conservation (plumbing, electrical), accessibility and/or safety.

**Funding Requested:** \$150,000

**Estimated Funding for FY22:** \$150,000

**Annual Goals:** Increase Access to Affordable Housing

**Target Areas:** City of Georgetown

**Priority Needs Addressed:** Housing Rehabilitation

**Goal Outcome Indicator:** 20 Households

**City of Granger Water System Improvements**

Project to include the survey of water assets, modeling of water distribution system, and installation of 12-inch and 8-inch water lines. Locations within Granger to be determined.

**Funding Requested:** \$476,710

**Estimated Funding for FY22:** \$96,000

**Annual Goals:** Public Facilities and Infrastructure Improvements

**Target Areas:** City of Granger

**Priority Needs Addressed:** Improve Public Facilities

**Goal Outcome Indicator:** 715 people

**Georgetown Housing Authority**

Project will rehabilitate 104 units at Stonehaven Public Housing with required electrical upgrades. Including but not limited to, provide and install new meter bases, new meters, and new main disconnect switches at the service entry to each dwelling unit. Provide and install new copper ground wire and rod at each service to comply with current code. Upgrade any existing ungrounded circuits to three-wire grounded circuits. Extend larger service wiring from new meter base to the existing location of the load center (breaker panel) inside the unit. Provide and install a new 100-amp (or larger) load center in units where there is presently a 70-amp load center, complete with all new circuit breakers for existing circuits. Replace all switches and plugs. Install GFCI's. Replace riser pipes to meter cans. Install smoke detectors in bedrooms. Replacement of Exterior pad-mounted fused distribution panels. Upgrade the exterior pad-mounted fused distribution panels adjacent to pad-mounted transformers. In addition, some of the conduits entering the panels on pad-mounted transformers and into metering enclosures were observed to be corroded and exposes conductors to unauthorized personnel. The external metal service entrance conduits need to be grounded at the panels and conduit needs to be reworked.

**Funding Requested:** \$300,000

**Estimated Funding for FY22:** \$208,200

**Annual Goals:** Public Facilities and Infrastructure Improvements

**Target Areas:** Georgetown Housing Authority

**Priority Needs Addressed:** Improve Public Facilities

**Goal Outcome Indicator:** 243 people

**Habitat for Humanity 21<sup>st</sup> Street Project**

Design and construct a water and wastewater line for Shepherd's Village, a 12 unit condominium development of homes located at 502 W 21st Street, Georgetown to be sold to potential homeowner's earning between 60 to 80% of the Area Median Income.

**Funding Requested:** \$150,000

**Estimated Funding for FY22:** \$121,712

**Annual Goals:** Increase Access to Affordable Housing

**Target Areas:** City of Georgetown

**Priority Needs Addressed:** Homeownership Assistance

**Goal Outcome Indicator:** 12 households

**Granger Housing Authority Rehab**

Electrical and furnace improvements to support central air conditioning installation. Project located at the Granger Housing Authority.

**Funding Requested:** \$121,330

**Estimated Funding for FY22:** \$121,330

**Annual Goals:** Public Facilities and Infrastructure Improvements

**Target Areas:** Granger Housing Authority

**Priority Needs Addressed:** Improve Public Facility

**Goal Outcome Indicator:** 35 People

**Jarrell Water System Improvements**

Installation of up to 2,100 linear feet of 16-in PVC C900 water line, 4 fire hydrants, and 2 gate valves. The service area is residences along CR 305, bounded by CR 307 to the east and up to CR 396 to the west, including the Double Creek Estates subdivision and Jarrell Memorial Park in Jarrell TX.

**Funding Requested:** \$347,195

**Estimated Funding for FY22:** \$347,195

**Annual Goals:** Public Facilities and Infrastructure Improvements

**Target Areas:** City of Jarrell

**Priority Needs Addressed:** Improve Public Facilities

**Goal Outcome Indicator:** 560 people

**Yellow House Foundation**

Raising Capital to purchase land (completed) and to construct a new Yellow House Building to meet the growing needs of the Williamson County recovery community.

**Funding Requested:** \$300,000

**Estimated Funding for FY22:** \$300,000

**Annual Goals:** Public Facilities and Infrastructure Improvements

**Target Areas:** Countywide

**Priority Needs Addressed:** Improve Public Facilities

**Goal Outcome Indicator:** 44,250 people

**Program Administration**

**Estimated Funding for FY22:** \$218,000

## **Alternate Project FY22 CDBG Funding**

This document includes a list of alternate projects for public review. If a funded project has cost savings, slows down or discovers a barrier to being completed, an alternate project from the current Annual Action Plan may be selected to continue the timely spending of grant funds. Consideration of any project that was not identified as an alternate will go through the approved substantial amendment process.

Alternate Projects contain the same level of information that funded projects contain in the Annual Action Plan to ensure appropriate review by the public. Project descriptions also include the maximum dollar amount the Commissioners Court will consider if funding becomes available. Approval by the Williamson County Commissioners Court will be necessary to replace a funded project with an alternate or to fund an alternate with cost savings from a completed project regardless of whether or not:

- the increase or decrease exceeds 50% change in federal funding where the project is \$25,000 or less, or
- the increase or decrease exceeds 25% change in federal funding where the project is more than \$25,000.

These actions will not require a substantial amendment since the alternate projects will have gone through a public review process.

Consideration of any project that was not identified as an alternate will go through the approved substantial amendment process.

### **Alternate Projects**

#### **City of Liberty Hill Drainage Project**

Construction of a 40-ft wide concrete drainage channel along the length of the drainage easement, capable of handling the 100-year stormflow of 938cfs in the Jenks Branch Subdivision in Liberty Hill.

**Funding Requested:** \$985,000

**Estimated Funding for FY22:** \$0

**Annual Goals:** Public Facilities and Infrastructure Improvements

**Target Areas:** City of Liberty Hill

**Priority Needs Addressed:** Improve Public Facilities

**Goal Outcome Indicator:** 14 Households

#### **City of Weir Community Center Parking Lot**

Driveway access and parking lot including curb, gutter, and concrete ADA parking at the Weir Community Center.

**Funding Requested:** \$264,850

**Estimated Funding for FY22:** \$0

**Annual Goals:** Public Facilities and Infrastructure Improvements

**Target Areas:** City of Weir

**Priority Needs Addressed:** Improve Public Facilities

**Goal Outcome Indicator:** 245 People

**City of Taylor Water Disinfection Station**

Rehabilitate prior disinfection station near Southwood Hills in Taylor TX.

**Funding Requested:** \$655,000

**Estimated Funding for FY22:** \$0

**Annual Goals:** Public Facilities and Infrastructure Improvements

**Target Areas:** City of Taylor

**Priority Needs Addressed:** Improve Public Facility

**Goal Outcome Indicator:** 5635 People

**Helping Hands of Georgetown/Social Service Food Pantry**

Food pantry services to qualified clients.

**Funding Requested:** \$30,000

**Estimated Funding for FY22:** \$30,000

**Annual Goals:** Public Services/Food Pantry

**Target Areas:** City of Georgetown

**Priority Needs Addressed:** Non-Homeless Special Needs

**Goal Outcome Indicator:** 110 People

**Key2Free/Social Service Medical Services**

Medical, psychiatric, therapeutic, case management and rental assistance for victims of human trafficking.

**Funding Requested:** \$78,200

**Estimated Funding for FY22:** \$78,200

**Annual Goals:** Public Services/Health and Mental Health Services

**Target Areas:** CDBG Participating Cities and Unincorporated Areas of the County

**Priority Needs Addressed:** Health and Mental Health Services

**Goal Outcome Indicator:** 10 People

**Impact Counseling Services/Social Service**

Provide individual and group therapy, small and large group presentations, crises intervention, psychiatric care, medication monitoring and family therapy to participating schools in Eastern Williamson County. Funding will allow the program to maintain and potentially increase the number of clients served.

**Funding Requested:** \$50,000

**Estimated Funding for FY22:** \$50,000

**Annual Goals:** Public Services/Health and Mental Health Services

**Target Areas:** CDBG Participating Cities and Unincorporated Areas of the County

**Priority Needs Addressed:** Health and Mental Health Services

**Goal Outcome Indicator:** 55 People

**Hutto Resource Center/Social Service Mortgage Assistance**

The Hutto Resource Center will provide rental and mortgage assistance to those in need in Hutto or within the Hutto ISD attendance zone.

**Funding Requested:** \$50,000

**Estimated Funding for FY22:** \$50,000

**Annual Goals:** Public Services/Housing Assistance

**Target Areas:** City of Hutto

**Priority Needs Addressed:** Non-Homeless Special Needs

**Goal Outcome Indicator:** 25 Households

## Past Performance as Reported in FY20 CAPER

### Williamson County Crisis Center dba Hope Alliance Shelter Rehab

Accomplishments: Funds were to be utilized for shelter repair. Funding for this project has been reallocated to the Crisis Center Social Service project. This is the final time this project will be reported in a CAPER.

FY20 \$22,134

CDBG Funds Utilized to Date: \$0

### Granger Water System Improvements

#### Activity 109

Accomplishments: Project to include 35 isolation water valves to reduce the need to shut down the city's water supply due to maintenance/repair efforts. Engineering is underway. Project completion is expected May 2022.

FY20 \$373,925

CDBG Funds Utilized to Date: \$45,050

Census Tract 213 (Block Group 2)

Percent Low-Mod: 61.7%

Percent Minority: 39.51%

### Habitat for Humanity 21st Street Project

#### Activity 112

Accomplishments: Site development engineering and architectural design and construction documents for the development of 6-12 for sale workforce units developed at 502 W. 21st Street, Georgetown TX. Engineering and planning are underway.

FY20 \$133,500

CDBG Funds Utilized to Date: \$0

Income Qualified Households

### City of Georgetown 21st Street Project

#### Activity 113

Accomplishments: Infrastructure for the development of 6-12 for sale workforce units developed at 502 W. 21st Street, Georgetown TX. Engineering and planning are underway.

FY20 \$97,000

CDBG Funds Utilized to Date: \$0

Income Qualified Households

### Jarrell Water System Improvements

#### Activity 114

Accomplishments: Installation of approximately 2400 feet of 12" water line including valves, fittings and fire hydrants. Work to be completed on East Avenue A, between North 2nd Street and North 10th Street in Jarrell TX. Agreement in place. Engineering and planning are underway.

FY20 \$355,520  
CDBG Funds Utilized to Date: \$0  
Census Tract 216.03 (Block Group 2)  
Percent Low-Mod: 50.74%  
Percent Minority: 25.3%

City of Taylor Water System Improvements Old Coupland Road  
Activity 115

Accomplishments: Construction of approximately 1183 linear feet of 8" waterlines along Old Coupland Road in Taylor TX. Engineering and planning for project are underway.

FY20 \$160,000  
CDBG Funds Utilized to Date: \$0  
Census Tract 210 (Block Group 2)  
Percent Low-Mod: 70%  
Percent Minority: 81.34%

Granger Housing Authority Rehab  
Activity 116

Accomplishments: Weatherization through window replacement in approximately 10 units that are 2-3 bedrooms. (funded in FY19 \$49,898)

FY20 \$46,498  
CDBG Funds Utilized to Date: \$0  
Housing Authority Rehab 100% low-mod

City of Georgetown Home Repair Program  
Activity 117

Accomplishments: Project will assist approximately fifteen eligible homeowners who are in need of home repairs within Georgetown city limits. Homeowners will meet CDBG defined income qualifications. The program will be administered by Habitat for Humanity of Williamson County. Home repairs can include, but are not limited to, roofing, siding, weatherization (windows), energy efficiency/conservation (plumbing, electrical), accessibility and/or safety. City utilizing previous funding for project. Program is in progress.

FY20 \$75,000  
CDBG Funds Utilized to Date: \$0  
Income Qualified Households

Habitat for Humanity of Williamson County Home Repair Program  
Activity 107

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



and/or safety. Utilizing FY20 funding, 14 low income households received home repair, benefiting 20 individuals. This project is complete. This is the final time this project will be reported in a CAPER.

FY20 \$75,000

Annual Goals: Increase Access to Affordable Housing

CDBG Funds Utilized to Date: \$75,000

Income Qualified Households

Percent Minority: 50%

Hutto Resource Center/Social Service Food Pantry

Activity 118

Accomplishments: Food pantry services to qualified clients. Program is in progress.

FY20 \$20,000

CDBG Funds Utilized to Date: \$0

Limited Clientele, Location and Nature

Helping Hands of Georgetown/Social Service Food Pantry

Activity 110

Accomplishments: Food pantry services to qualified clients. Assisted 290 new clients with services from food pantry.

FY20 \$20,000

CDBG Funds Utilized to Date: \$12,216.40

Limited Clientele, Location and Nature

Percent Minority: 61%

Williamson County Crisis Center dba Hope Alliance/Social Service Transitional Housing

Activity 111

Accomplishments: CDBG funds will be utilized to offer financial assistance to survivors of domestic violence participating in other life-saving services offered by Hope Alliance. Assistance would be provided in the form of monies paid directly to landlords and utility companies. Financial assistance would be provided for items such as deposits, rent, and utilities.

This assistance will allow survivors to remain in their current safe housing or obtain new housing after fleeing from unsafe, abusive, and violent environments.

Program delayed in getting started. Agreement is in place.

FY20 \$35,000

CDBG Funds Utilized to Date: \$0

Limited Clientele

Bluebonnet Trails Community MHMR Center/Social Service

Activity 108

Accomplishments: Provide Housing First services that assist people in securing permanent housing and achieve housing stability, without preconditions or barriers as a prerequisite for housing. Focus will be on the housing needs of people that are homeless by connecting with local housing authorities, applying for Section 8 or Section 811, finding available rental units and negotiating with property managers.

Housing First will also help individuals access employment, psychiatric and primary healthcare, veteran and peer support services, access community resources and apply for Social Security benefits and other benefits such as Supplemental Nutrition Assistance Program (SNAP), as needed. Assisted 11 new homeless clients with housing and rental assistance. Total occurrences of assistance was 34 for homeless clients.

FY20 \$50,000

CDBG Funds Utilized to Date: \$14,021.52

Limited Clientele Homeless

Percent Minority: 27%

Interagency Support Council of Eastern Williamson County, Inc/Social Service

Activity 106

Accomplishments: Provide individual and group therapy, small and large group presentations, crises intervention, psychiatric care, medication monitoring and family therapy to participating schools in Eastern Williamson County. Funding will allow the program to maintain the number of clients served. Program has assisted 37 new clients and provided 395 sessions.

FY20 \$30,000

CDBG Funds Utilized to Date: \$30,000

Limited Clientele

Percent Minority: 40.5%

Program Administration

Activity 105

FY20 \$102,437

CDBG Funds Utilized to Date: \$85,080.83

City of Taylor Water/Wastewater and Street Reconstruction

Activity 88

Accomplishments: Construction on West 3rd Street from Vance to Howard in Taylor, TX. 6732 square yards of recycled pavement (12" deep with cement), 6120 square yards of 2.5" HMA, 1355 linear feet of curb and gutter replacement, 340 linear feet of 8" wastewater main, 1750 linear feet of wastewater service lines with clean-outs at right of way, 2500 linear feet of 8" C900 water main, 1050 linear feet of water service lines 6 water valves and fittings, 3 wastewater manholes, 2840 linear feet of trench protection, 7 fire hydrants and associated appurtenances. Project is complete. This is the final time this project will be reported in a CAPER.

Funded \$592,700

CDBG Funds Utilized to Date: \$592,700

Census Tract 211 (Block Groups 1 and 2) Census Tract 210 (Block Groups 1, 2 and 3)

Percent Low-Mod: 67.35%

Percent Minority: 211-57.49% 210-81.34%

#### Granger Wastewater/Colorado Street 2018

##### Activity 89

Accomplishments: Replacement of existing 8 inch clay wastewater line with new PVC wastewater line and associated manholes. Project to include the repair of asphalt streets and concrete sidewalks and will take place on Colorado Street south of FM917 to East Mesquite, Colorado Street north of FM971 to East Ash, east on East Ash Street to North Alligator Road, north on Mustang Street from East Ash Street to before East Walnut. Engineering funded in 2018 is complete. Construction portion of the project was funded in 2021. Construction to begin in early 2022.

FY18 \$55,400

CDBG Funds Utilized to Date: \$55,400

Census Tract 213 (Block Groups 2 and 3)

Percent Low-Mod: 50.50%

Percent Minority: 39.51%

#### Hutto/Huttoparke Sidewalk

##### Activity 91

Accomplishments: Installing approximately 512 linear feet of 5 foot sidewalks and .25 mile of 10 foot sidewalk along FM1660 from Sylvan Street to between Almquist Street and Brown Street and just south of Limmer Loop. Survey must be completed to verify percent low mod. This project has not been funded in IDIS. Project is cancelled, funds will be reallocated.

FY18 \$56,095

CDBG Funds Utilized to Date: \$0

Survey required to verify area low-mod eligibility

#### Taylor Dickey Givens Community Center

##### Activity 93

Accomplishments: Construction of a 2175 square foot community center to include a kitchen, two ADA compliant restrooms, large meeting room with a stage and all project incidentals. The center will be located in Fannie Robinson Park at the corner of South Dolan Street and MLK Jr. Blvd in Taylor TX. Environmental review is complete. Project is complete. This is the final time this project will be reported in a CAPER.

FY16 \$150,000

FY18 \$150,000 (reallocated from Bluebonnet Trails Project)

CDBG Funds Utilized to Date: \$300,000

Census Tract 210 and 211

Percent Low-Mod: 67.35%

Percent Minority: 210-81.34% 211-57.49%

#### Taylor Housing Authority Home Ownership Program

##### Activity 79

Accomplishments: Down payment assistance was provided to one low income family in 2017 and one low income family in 2018. Homes are located in Taylor TX. 2019: \$20,000 has been committed to a homebuyer who is purchasing a Habitat home. The home is expected to be completed in December 2021 or early 2022. The remaining funds have not been committed to date.

FY16 \$100,000

CDBG Funds Utilized to Date: \$50,000

Percent Low-Mod: 100%

Percent Minority: White/Hispanic (both families)

#### City of Granger Sewer Project

##### Activity 80

Accomplishments: Replacement of existing lift station located on Roswell Avenue with a prepackaged lift station. Project will include replacement of forcemain and gravity line relocation, and associated project incidentals. Engineering for the project is complete. Completion of easement documentation and engineering is underway. Due to unexpected costs incurred by the City of Granger caused by a major water leak, the original design of the project had to be redesigned and rebid. Bidding process expected early 2022 with 6-9 months for completion.

FY17 \$294,350

CDBG Funds Utilized to Date: \$44,501.31

Census Tract 213 (Block Groups 2 and 3)

Percent Low-Mod: 49.83%

Percent Minority: 39.51%

#### Williamson County Habitat for Humanity

##### Activity 74

Accomplishments: Income qualified family has moved into one property at this location (reported in 2018 CAPER). Home complete and very-low income family of four moved in on January 2020. A third home is being built on the property, family has been selected, build expected to begin spring/summer 2021. Due to delays caused by covid-19, the move in date is now November-December 2021.

CDBG Funds Utilized: \$39,380.56

Income qualified households

#### Bluebonnet Trails Community MHMR Center/Social Service

##### Activity 99

Accomplishments: Provide Housing First services that assist people in securing permanent housing and achieve housing stability, without preconditions or barriers as a prerequisite for housing. Focus will be on the housing needs of people that are homeless by connecting with local housing authorities, applying for Section 8 or Section 811, finding available rental units and negotiating with property managers. Housing First will also help individuals access employment, psychiatric and primary healthcare, veteran and peer support services, access community resources and apply for Social Security benefits and other benefits such as Supplemental Nutrition Assistance Program (SNAP), as needed. Assisted 20 new

homeless clients with housing and rental assistance. Total occurrences of assistance was 49 for homeless clients. Project is complete. This is the final time this project will be reported in a CAPER.

FY19 \$50,000

CDBG Funds Utilized to Date: \$50,000

Percent Low-Mod: Limited Clientele Homeless

Percent Minority: 40% minority

#### Taylor Dickey Museum and Multipurpose Center

##### Activity 82

Accomplishments: Phase 1 of this project was completed on 5-9-2019 and included raising the existing house as required, construction of new concrete piers/foundation, repair of existing floor beams, setting house down on new foundation, replacing roof decking with plywood sheathing, replacing the edge metal, installing new felt, installing new 30 year composition shingles over the entire roof area. Project progress includes asbestos and lead paint abatement, foundation has been restored, roof restoration, exterior structure has been restored, doors restored and installed. Project is complete. This is the final time this project will be reported in a CAPER.

FY17 \$109,160

FY19 \$98,000

CDBG Funds Utilized to Date: \$207,160

Census Tract 212.03 (Block Group 1) Census Tract 210 (Block Groups 1 and 2) Census Tract 211 (Block Group 1)

Percent Low-Mod: 70.76%

Percent Minority: 212.03-37.08% 210-81.34% 211-57.49%

#### City of Georgetown Home Repair Program

##### Activity 100

Accomplishments: Project will assist approximately fifteen eligible homeowners who are in need of home repairs within Georgetown city limits. Homeowners will meet CDBG defined income qualifications. The program will be administered by Habitat for Humanity of Williamson County. Home repairs can include, but are not limited to, roofing, siding, weatherization (windows), energy efficiency/conservation (plumbing, electrical), accessibility and/or safety. No additional homes were repaired with funding. Program was stalled due to covid and material shortage. Project to resume in FY21.

FY19 \$75,000

CDBG Funds Utilized to Date: \$72,892.05

#### Georgetown Housing Authority FY18

##### Activity 92

Accomplishments: Modernization of 134 dwelling buildings, office/community building, management/maintenance buildings, gazebos and fences. Rehab of entries by removing deteriorated wood on fascia boards, trim, soffits, wood siding, wood fencing and paint exterior surfaces. Project to take place at the Georgetown Housing Authority Stonehaven location. 2019: Stonehaven Apartments experiences critical levels of persistent sewage back-up within its dwelling units. Old, corroding and disintegrating sanitary sewer lines are continually failing, creating sewage blockage and subsequent

back-ups into the residential units. It has also been discovered through testing by Terracon Consultants, Inc. that asbestos exists within the VCT flooring and adhesive, the undercoating of the kitchen sinks and the drywall. The asbestos materials will be significantly disturbed while remediating the sewage issues, therefore will need to be abated in accordance with the National Emission Standards for Hazardous Air Pollutants, 40 CFR Part 61, Subpart M, Asbestos, Demolitions and Renovations. Project is approximately 69% complete with 41 household returning to renovated units.

FY18 \$282,603

FY19 \$300,000

CDBG Funds Utilized to Date: \$582,603

Housing Authority Rehab 100% low-mod

#### Habitat for Humanity of Williamson County

Accomplishments: Land acquisition for the purpose of building affordable homes for income qualified individuals or families. This project has not been funded in IDIS. Land costs are unaffordable. Project cancelled. These funds were reallocated to the Habitat Home Repair program.

FY19 \$100,000

CDBG Funds Utilized to Date: \$0

Income qualified households

#### Habitat for Humanity of Williamson County Home Repair

##### Activity 98

Accomplishments: Project will assist approximately ten eligible homeowners who are in need of home repairs within CDBG participating cities or the unincorporated areas of the County. Homeowners will meet CDBG defined income qualifications. Home repairs can include, but are not limited to, roofing, siding, weatherization (windows), energy efficiency/conservation (plumbing, electrical), accessibility and/or safety. 15 low income households received home repair, benefiting 28 individuals were assisted in 2019. One low income households received home repair, benefiting 1 individual in 2020. Project is complete. This is the final time this project will be reported in a CAPER.

FY19 \$75,000

CDBG Funds Utilized to Date: \$75,000

Income qualified households

#### City of Leander Senior Activity Center

Accomplishments: Funds will be utilized for a portion of the construction and/or equipment costs associated with the Senior Activity Center. The center will be an 11,000-13,000 Senior Activity Center that will house Meals on Wheels and have an area for the Williamson County Children's Advocacy Center. This project has been cancelled. Funds will be reallocated.

FY19 \$150,000

CDBG Funds Utilized to Date: \$0

## Lone Star Circle of Care Project Headwaters

### Activity 102

Accomplishments: Funds will be utilized to rehab Taylor's West End School to include a kitchen, food pantry, meal packing and serving area, dining area, multipurpose room, offices and restrooms to accommodate Taylor's Melas on Wheels Program and Senior Center activities. Second floor rehab to include waiting room, program registration area, lab, provider and business office space, a nurse station, procedure room, exam rooms, break room, vitals area and storage for Lone Star Circle of Care. The abatement and selective demolition of the West End School site supported by CDBG funding is complete. Building and landscape design completed in August 2020. Project is expected to be completed early 2022.

The construction phase began September-October 2020.

FY19 \$300,000

CDBG Funds Utilized to Date: \$300,000

Percent Low-Mod: Limited Clientele

## The Key2Free/Social Service

### Activity 95

Accomplishments: Provide clinical, medical and dental services to victims of human trafficking. Program assisted seven new clients and had 160 encounters in FY19. Program assisted 9 new clients and had 197 encounters in FY20.

FY19 \$59,000

CDBG Funds Utilized to Date: \$32,583.88

Percent Low-Mod: Limited Clientele

Percent Minority: 44% minority

## Program Administration

### Activity 94

FY19 \$119,938

CDBG Funds Utilized to Date: \$119,938

Activity Closed

**Commissioners Court - Regular Session****28.****Meeting Date:** 08/09/2022

Imposition of Optional Fees for Calendar Year 2023

**Submitted For:** Bill Gravell**Submitted By:** Andrea Schiele, County Judge**Department:** County Judge**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider and take appropriate action regarding the imposition or removal of optional fees for Calendar Year 2023 as authorized by the Texas Transportation Code, including the County Road and Bridge Fund fee, not to exceed \$10, and the Child Safety fee, not to exceed \$1.50, and the submission of the required notification form to the Texas Department of Motor Vehicles.

**Background**

County commissioners courts are statutorily required to notify the Texas Department of Motor Vehicles (TxDMV) each year regarding the imposition or removal of optional county fees to be assessed on motor vehicle registrations. Notice must be made to TxDMV each year by September 1, with fee changes taking effect on January 1 of the following year. The attached letter gives a brief description of the related optional county fees from Chapter 502 of the Transportation Code. Currently, Williamson County assesses \$10 for the Road and Bridge Fund fee and \$1.50 for the Child Safety fee.

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**Fiscal Impact**

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

Imposition of Optional Fees

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**Form Review****Inbox**

County Judge Exec Asst. (Originator)

Form Started By: Andrea Schiele

Final Approval Date: 08/04/2022

**Reviewed By**

Becky Pruitt

**Date**

08/04/2022 11:51 AM

Started On: 08/04/2022 11:20 AM





July 21, 2022

Re: Imposition of Optional Fees for Calendar Year (CY) 2023

To the Honorable County Judge:

County commissioners courts are statutorily required to notify the Texas Department of Motor Vehicles (TxDMV) each year regarding the imposition or removal of optional fees. Notice must be made to TxDMV each year by September 1, with new fees taking effect on January 1 of the following year. This letter and attachments will provide information on how to submit the Calendar Year (CY) 2023 notification to TxDMV. The following is a brief description of the related optional county fees from Chapter 502 of the Transportation Code:

County Road and Bridge Fee (Section 502.401):

- May not exceed \$10; and
- Revenue must be credited to the county road and bridge fund.

Child Safety Fee (Section 502.403):

- May not exceed \$1.50; and
- Revenue must be used for school crossing guard services; remaining funds must be used for programs to enhance child safety, health, or nutrition, including child abuse intervention and prevention, and drug and alcohol abuse prevention, among other purposes.

Transportation Project Fee (Section 502.402):

- Applies **ONLY** to Bexar, Brazos, Cameron, El Paso, Hidalgo and Webb counties;
- May not exceed \$10 for Bexar, El Paso and Hidalgo counties;
- May not exceed \$20 for Brazos, Cameron, and Webb counties; and
- Revenue must be used for long-term transportation projects.

Please complete and return the attached *Imposition of Optional Fees* form. If your county will keep the same optional fees for CY 2023, please select OPTION A. If your county will change imposed fees, please select OPTION B and include a copy of a commissioners court order reflecting the specific changes.

**DEADLINE:** Please return the form and commissioners court order, if applicable, by Thursday, September 1, 2022, via email to [DMV\\_OptionalCountyFeeUpdates@TxDMV.gov](mailto:DMV_OptionalCountyFeeUpdates@TxDMV.gov) (note the underscore between DMV and Optional).

If you have any questions, please contact Maureen Vale, Registration Services, at 512-465-5601. Thank you for your timely response.

Sincerely,

Roland D. Luna, Sr., Deputy Executive Director  
Texas Department of Motor Vehicles

RL:CT:MV

Attachments

cc: County tax assessor-collectors




## Imposition of Optional Fees Calendar Year (CY) 2023

**INSTRUCTIONS:** All counties must complete and return this form, even if there are no changes to fees for the upcoming calendar year. Please submit this form (including a court order, if required) via email to [DMV\\_OptionalCountyFeeUpdates@TxDMV.gov](mailto:DMV_OptionalCountyFeeUpdates@TxDMV.gov).

Please submit at your earliest convenience, but no later than **Thursday, September 1, 2022**.

**COUNTY NAME:** \_\_\_\_\_

**SELECT ONLY ONE OPTION BELOW:**

☐ **OPTION A – No change. This county will charge the same fees in CY 2023.**   
*Submit this form to TxDMV. A copy of a commissioners court order is NOT required.*

**OR**

☐ **OPTION B – The commissioners court has approved fee changes for CY 2023.**  
*Submit this form and a copy of the commissioners court order to TxDMV.*

Enter amounts for each fee, even those that did not change. Enter zero (0), if necessary.  
CY 2023 fees to be collected by your county:

Road and Bridge Fee: \$ \_\_\_\_\_

Child Safety Fee: \$ \_\_\_\_\_

Transportation Project Fee (applicable to Bexar, Brazos, Cameron, El Paso, Hidalgo and Webb counties only): \$ \_\_\_\_\_

**Total fee amount to be collected in CY 2023:** \$ \_\_\_\_\_

*We appreciate your response. Thank you.*

**Commissioners Court - Regular Session****29.****Meeting Date:** 08/09/2022

Williamson County EMS Trauma Distribution Funds Transfer

**Submitted For:** Michael Knipstein**Submitted By:** Theresia Carter, EMS**Department:** EMS**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Consider an order declaring an emergency and grave necessity due to unforeseeable circumstances and approve a budget amendment for the Williamson County Share of the FY 22 Capital Area Trauma Advisory Council (CATRAC) Trauma System Funds.

**Background**

CATRAC Trauma Distribution Funds for FY 22, WCEMS participation in the Department of State Health Services (DSHS) trauma registry.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
	0100.0000.333220	Payment From Other Entities	\$27,307.00

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**Attachments**

*No file(s) attached.*

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**Form Review****Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Theresia Carter

Final Approval Date: 08/03/2022

**Reviewed By**

Becky Pruitt

Saira Hernandez

**Date**

08/03/2022 08:56 AM

08/03/2022 09:23 AM

Started On: 08/03/2022 07:57 AM

**Commissioners Court - Regular Session****30.****Meeting Date:** 08/09/2022

Williamson County EMS Trauma Distribution Funds FY 22

**Submitted For:** Michael Knipstein**Submitted By:** Theresia Carter, EMS**Department:** EMS**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 EMS.

**Background**

Capital Area Trauma Advisory Council (CATRAC) trauma distribution funding from FY 22 for participation in the Department of State Health Services trauma registry.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
	0100.0540.003200	Medical Supplies	\$27,083.26
	0100.0540.003307	Pharmaceuticals	\$223.74

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**Attachments**

*No file(s) attached.*

---

**Form Review****Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Theresia Carter

Final Approval Date: 08/03/2022

**Reviewed By**

Becky Pruitt

Saira Hernandez

**Date**

08/03/2022 08:57 AM

08/03/2022 09:23 AM

Started On: 08/03/2022 08:04 AM

**Commissioners Court - Regular Session****31.****Meeting Date:** 08/09/2022

SO BA Rev 8.3.22

**Submitted For:** Melanie Denny**Submitted By:** Melanie Denny, 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 revenues for the General Fund.

**Background**

An increase in costs for impounding livestock. The daily rate to feed cattle and equine has increased over 50%. Sedation darts and medication to sedate animals has increased over 50%. The WC Livestock Unit is incurring an increased call volume related to impounding livestock.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
	0100.0000.341204	Proceeds From Sale of Estrays	\$1,400.00

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**Attachments**

*No file(s) attached.*

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Melanie Denny

Final Approval Date: 08/04/2022

**Reviewed By**

Becky Pruitt

**Date**

08/04/2022 09:03 AM

Started On: 08/03/2022 02:09 PM

**Commissioners Court - Regular Session****32.****Meeting Date:** 08/09/2022

SO BA Exp 8.3.22

**Submitted For:** Melanie Denny**Submitted By:** Melanie Denny, 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**

An increase in costs for impounding livestock. The daily rate to feed cattle and equine has increased over 50%. Sedation darts and medication to sedate animals has increased over 50%. The WC Livestock Unit is incurring an increased call volume related to impounding livestock.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
	0100.0560.004968	Care of Animals	\$1,400.00

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**Attachments**

*No file(s) attached.*

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Melanie Denny

Final Approval Date: 08/04/2022

**Reviewed By**

Becky Pruitt

**Date**

08/04/2022 09:06 AM

Started On: 08/03/2022 02:10 PM

**Commissioners Court - Regular Session****33.****Meeting Date:** 08/09/2022

Request to pay non-exempt personnel overtime

**Submitted For:** Larry Gaddes**Submitted By:** Judy Kocian, County Tax Assessor  
Collector**Department:** County Tax Assessor Collector**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider and take appropriate action regarding the request of the Tax Assessor/Collector's office to pay non-exempt staff for overtime in place of giving compensatory time. The total amount shall not exceed \$12,000 for work associated with processing registrations and title transactions by the statutorily mandated deadline.

**Background**

When non-exempt employees work more than 40 hrs/week, they receive comp-time rather than being paid overtime. Our workload continues to grow as we face struggles to hire and fill vacant positions. Accumulating comp-time compounds our staffing issues when granting vacation or sick time, already significantly impacting our office's wait times and service levels.

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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: Judy Kocian

Final Approval Date: 08/04/2022

**Reviewed By**

Becky Pruitt

**Date**

08/04/2022 08:18 AM

Started On: 11/10/2021 10:45 AM

**Commissioners Court - Regular Session****34.****Meeting Date:** 08/09/2022

Fern Bluff MUD Standard Agreement for County Sheriff

**Submitted For:** Mike Gleason**Submitted By:** Starla Hall, Sheriff**Department:** Sheriff**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider and take appropriate action regarding approval and receipt of the Standard Agreement with Fern Bluff Municipal Utility District regarding off duty contracting of County Sheriff Deputies to be effective October 1, 2022.

**Background**

This renewal agreement gives permission for Fern Bluff MUD to contract County Sheriff Deputies in a private capacity and the County to invoice Fern Bluff MUD for deputies' vehicle usage. The term of this agreement shall begin on October 1, 2022 and will have two additional one year automatic renewals on October 1, 2023 and October 1, 2024. The agreement will be revisited with proper approvals from the Commissioners Court for October 1, 2025 (FY2026).

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**Fiscal Impact**

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

Fern Bluff MUD

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Starla Hall

Final Approval Date: 08/01/2022

**Reviewed By**

Becky Pruitt

**Date**

08/01/2022 10:53 AM

Started On: 08/01/2022 07:52 AM



STATE OF TEXAS	§	STANDARD AGREEMENT WITH
	§	LOCAL GOVERNMENTAL ENTITY
	§	REGARDING OFF-DUTY
	§	CONTRACTING OF COUNTY
COUNTY OF WILLIAMSON	§	SHERIFF DEPUTIES

This interlocal agreement (hereinafter, the "AGREEMENT") is entered into by and between the local governmental entity set forth on the signature page below (hereinafter, "LGE") in the State of Texas, and Williamson County, Texas (hereinafter, "COUNTY") a political subdivision of the State of Texas, and the Williamson County SHERIFF's Office set forth on the signature page below (hereinafter, "SHERIFF'S OFFICE").

For and in consideration of the permission given by COUNTY for the LGE to contract in a private capacity DEPUTIES of the SHERIFF'S OFFICE (hereinafter "DEPUTIES"), while DEPUTIES are not on duty with and for the COUNTY, it is hereby agreed as follows:

1. It is mutually agreed that while the DEPUTIES are working for the LGE, the DEPUTIES' primary responsibility is the enforcement of Federal and State laws and COUNTY Ordinances or Regulations to protect life and property and to keep the peace. The DEPUTIES cannot enforce "district policies" or "house rules" of the District. The DEPUTIES shall enforce District Rules and Regulations adopted pursuant to Section 54.205(4) of the Texas Water Code and published in accordance with Sections 54.206 through 54.208 of the Texas Water Code provided that a violation of such District Rules and Regulations also constitutes a crime under the Texas Penal Code. DEPUTIES are at all times subject to the rules and policies of the SHERIFF'S OFFICE. ***LGE expressly acknowledges and agrees that such DEPUTIES are at all times independent contractors of LGE when contracted by the LGE.***
2. It is understood by the LGE that the COUNTY shall retain the right to withdraw at any time its permission for the DEPUTIES to work in a private capacity. If the permission of the COUNTY is withdrawn, the LGE agrees to terminate its contractor relationships with DEPUTIES. The LGE, as part of this AGREEMENT, binds itself to release and hold harmless the COUNTY from any liability or claim for damages in the event such permission is withdrawn by the COUNTY.
3. Prior to the beginning of DEPUTIES contracting with the LGE, the LGE shall obtain a comprehensive general liability insurance policy from a company authorized to do business in the State of Texas or intergovernmental risk pool with minimum amounts of Ten Thousand Dollars (\$10,000) per occurrence for property damage, One Hundred Thousand Dollars (\$100,000) per person, and Three

Hundred Thousand Dollars (\$300,000) per occurrence for personal injury. COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.

4. The term of this AGREEMENT shall begin on the October 1, 2022 and shall terminate on September 30, 2023, and will have two additional one (1) year automatic renewals. The AGREEMENT will automatically renew on October 1, 2023, and October 1, 2024. It must be revisited with proper approvals from the applicable governing bodies and elected official(s) for FY2026.
5. State law requires that law enforcement personnel conducting "off-duty" work must be both "full time" and "entitled" to fringe benefits. Tex. Occup. Code Sec. 1702.322(A) & (B)(i). Thus, part-time deputies and "reserve" officers may not conduct "off-duty" work.
6. The COUNTY agrees that each of the DEPUTIES will be properly insured with automobile liability insurance while operating the patrol vehicle in accordance with Section 612.005(b) of the Texas Government Code, and any other applicable laws.
7. COUNTY agrees to invoice LGE for the reimbursement amounts for DEPUTIES' vehicle usage at the rate of \$8.00 per hour per vehicle (to cover LGE's fair share of costs for fuel, maintenance, and yearly premiums on automobile insurance). The LGE acknowledges that the above described reimbursement rate will not totally cover the entire costs incurred by COUNTY for the fully equipped patrol vehicle that is being utilized by such DEPUTIES in the LGE's Area; provided, however, COUNTY deems such unrecovered costs for the fully equipped patrol vehicle to be of a public benefit to the citizens of Williamson County.
8. LGE agrees to log and maintain all times that vehicles are allotted to off-duty work, whether actually used or parked, for each vehicle used by DEPUTIES on a monthly basis. LGE shall provide such vehicle time records to COUNTY and SHERIFF'S OFFICE no later than the end of each quarter (end of month for each of the following: March, June, September, and December). COUNTY will invoice based on the total usage and rate, as set forth in Paragraph 7, and LGE will pay such invoice pursuant Chapter 2251 of the Texas Government Code ("Texas Prompt Payment Act"). Reporting must be submitted to:

SHERIFF'S OFFICE: At the address set forth on the signature page below.

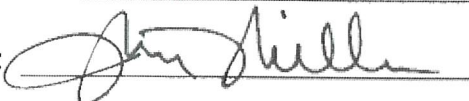
COUNTY:

Williamson County Auditor's Office  
Attn: Finance Director  
710 Main Street, Suite 301  
Georgetown, Texas 78626

9. LGE agrees that it shall pay deputies directly and file 1099 forms with the Internal Revenue Service.
10. Each party to this AGREEMENT, in the performance of this AGREEMENT, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another.
11. Nothing in this AGREEMENT shall be deemed to waive, modify or amend any legal defense available at law or in equity to COUNTY, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. COUNTY does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

**LGE:**

Name of LGE: Ferr Bluff MUD

Signature: 

Printed Name: Jancy Miller

Title: General Manager

Date: July 27, 2022

**WILLIAMSON COUNTY SHERIFF'S OFFICE:**

Williamson County Sheriff

Printed Name of Official: Michael T. Stegson

Signature of Official: 

Date: July 29, 2022

Address of Office: 508 S. Rock St.  
Georgetown, TX 78626

COUNTERPART SIGNATURE PAGE  
REGARDING COUNTY-VEHICLE USE  
DURING OFF-DUTY SERVICES OF  
COUNTY DEPTUIES

TO BE EXECUTED BY COUNTY COMMISSIONERS COURT FOR  
CONFIRMATION OF BUDGETARY AUTHORIZATION  
RELATED TO USE OF  
VEHICLES FOR OFF-DUTY WORK<sup>1</sup>

**WILLIAMSON COUNTY COMMISSIONERS COURT:**

By: \_\_\_\_\_  
Williamson County Judge or  
Presiding Officer, Williamson County Commissioners Court  
710 Main Street, Suite 105  
Georgetown, Texas 78626

Date: \_\_\_\_\_, 20\_\_\_\_

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<sup>1</sup> Including, but not limited to fuel, insurance, and maintenance of county-owned assets.

**Commissioners Court - Regular Session****35.****Meeting Date:** 08/09/2022

Somerset Hills Road Districts No. 3 and 4 Development Agreement

**Submitted By:** Julie Kiley, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

Discuss, consider and take appropriate action to authorize the County Judge to execute a First Amendment to the Amended and Restated Development Agreement with Somerset Hills Road District Nos. 3 and 4.

**Background**

This agreement has been reviewed by Charlie Crossfield, Counsel for the District. This clarifies the current parties to the development and the Original Sunk Costs.

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**Fiscal Impact**

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

First Amendment-Amended and Restated Development Agreement Somerset Hills Road District No. 3 and 4

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Julie Kiley

Final Approval Date: 08/04/2022

**Reviewed By**

Becky Pruitt

**Date**

08/04/2022 09:57 AM

Started On: 08/04/2022 09:10 AM

**FIRST AMENDMENT TO AMENDED AND RESTATED DEVELOPMENT  
AGREEMENT WITH SOMERSET HILLS ROAD DISTRICTS NO.'S 3 AND 4**

THIS FIRST AMENDMENT TO AMENDED AND RESTATED DEVELOPMENT AGREEMENT ("*First Amendment*") to the Amended and Restated Development Agreement Somerset Hills Road District Nos. 3 and 4, dated January 31, 2012, (the "*Original Agreement*") is by and between the undersigned Sin Tierra, LLC, a Texas limited liability company, successor in interest from Somerset Hills, Ltd. ("*Somerset*"), Pulte Homes of Texas, L.P. ("*Pulte*"), GTB Development, Inc. ("*GTB*"). Somerset, Pulte, GTB, referred to collectively as the "Developers" and Williamson County ("*County*") on this the \_\_\_\_ of \_\_\_\_\_, 2022. Somerset, Pulte, GTB, and the County are hereinafter referred to individually as a "*Party*" or collectively as the "*Parties.*"

**RECITALS:**

- A. Somerset and the County are Parties to that certain "Amended and Restated Development Agreement Somerset Hills Roadway Districts No. 3 and 4," dated January 21, 2012 (the "*Original Agreement*");
- B. The Original Agreement states that Somerset is eligible for a reimbursement in an amount equal to \$3,667,285 (the "*Developer Sunk Costs*"). However, after audit by the County, it has been determined and agreed that the Developer Sunk Costs shall be reimbursed in an amount equal to \$3,327,513. A portion of the Developer Sunk Costs was expended by some of the Parties and the County wishes to recognize each Parties' eligibility to be reimbursed for a portion of the Developer Sunk Costs in accordance with this Amendment;
- C. The Parties wish to memorialize the amount invested to date by the County under the Original Agreement and to memorialize their respective reimbursement rights under the Original Agreement for investments made to date under the Original Agreement;
- D. Pulte has acquired the land described in Exhibit "A" formerly owned by Somerset in District #4 (referred to in this Agreement as the Pulte Property) and the Parties wish to enter into this Amendment to establish Pulte's eligibility for reimbursement in relation to certain existing and or future Road Improvements (as defined in the Original Agreement) paid for by Pulte, but subject to the prior reimbursement of the Developer Sunk Costs and the County Sunk Costs (as defined below);
- E. GTB has acquired the land described in Exhibit "B" formerly owned by Somerset in District #3 (referred to in this Agreement as the GTB Property) and the Parties wish to enter into this Amendment to establish GTB's eligibility for reimbursement in relation to certain existing and or future Road Improvements (as defined in the Original Agreement) paid for by GTB, but subject to the prior reimbursement of the Developer Sunk Costs and the County Sunk Costs (as defined below);

- F. Somerset Road District #3 has been authorized to issue bonds in the maximum principal amount of \$35,000,000, and to date no bonds have been issued. Somerset Road District #4 has been authorized to issue bonds in the maximum principal amount of \$70,000,000. To date, \$9,740,000 of bonds have been issued for District #4.

NOW THEREFORE, in consideration of the premises and the mutual covenants contained in this Amendment, Somerset, Pulte, GTB, and the County agree as follows:

1. **Eligible Reimbursement Costs.** The Parties agree that the following, by way of example and not in limitation, should be eligible for future reimbursement by Districts #3 and #4:
  - a. Acquisition costs for all zero loaded right-of-way (roads without house frontage;
  - b. All roadway improvements in the right-of-way, including but not limited to, erosion control, clearing, grading, revegetation, drainage, walls, culverts, bridges, base, asphalt, curb and gutter, sidewalks, street lights, striping and street signs;
  - c. All water quality and detention ponds and drainage improvements necessary to serve the road improvements;
  - d. Acquisition costs of drainage facilities, adjacent landscape lots and necessary easements related to roadway improvements;
  - e. For all land parcels contributed as referenced in No. 1.a. or d. or roadways constructed as referenced in No 1 b. or c. by a given Party, all improvements in the adjacent landscape lots and easements including by way of example and not in limitation, irrigation and reuse water, landscaping, water wells, walls, monuments, sidewalks, tails and grading completed and paid for by the same Party; and
  - f. All design, engineering, surveying, testing and fees associated with the improvements.
  - g. Notwithstanding the terms and conditions provided in 1a through 1f above, the eligibility for cost reimbursement of the cost associated with the Road Improvements provided in 1a through 1f above is strictly limited to the proportion of such cost incurred that are necessary and attributable solely to the Road and or Collector Road(s) being constructed. In the event Road Improvements are designed and constructed that are beyond those required to meet the minimum service requirements of only the Road and or Collector Road(s), then, notwithstanding the actual dollar amount expended

for such Road Improvements, only the dollar amount that would be needed to design and construct improvements needed to meet the minimum service requirements of only the Road and or Collector Road(s) shall qualify for and be eligible for reimbursement under this Agreement.

2. **County Sunk Costs.** The total expenditure to date by the County for Reagan Blvd. within District #4 which is eligible for reimbursement under the Original Agreement is \$11,606,214 and the total expenditure to date by the County for Reagan Blvd. within District #3 which is eligible for reimbursement is \$3,273,547 (the "*County Sunk Costs*").
3. **Developer Sunk Costs.** The total Developer Sunk Costs which are eligible for reimbursement from District #4 is \$2,595,460 and the total Developer Sunk Costs eligible for reimbursement from District #3 is \$732,052. Out of the Developer Sunk Costs, Pulte has expended \$752,852 and Somerset has expended \$2,574,661. Both Pulte and Somerset shall receive reimbursement of their proportional share of the Developer Sunk Costs from both District #4 and District #3 proportional to the split of the Developer Sunk Costs between the District #4 and District #3 as expressed above.
4. **Reimbursement Percentages.** All reimbursements for the aggregate amount of the County Sunk Costs and the Developer Sunk Costs received by the Parties pursuant to the Original Agreement will be shared on a pari passu basis prorated based on the following percentages: 35% to the Developers and 65 % to the County until the County Sunk Costs and the Developer Sunk Costs are fully reimbursed. After the aforesaid County Sunk Costs and Developer Sunk Costs are fully reimbursed, all ensuing reimbursements shall be paid on a first in, first out basis.
5. **Interest on Reimbursements.** Eligible reimbursement costs, as approved by the District in accordance with this First Amendment to the Amended and Restated Development Agreement, will be reimbursed together with interest calculated from the respective dates of advancement of the funds for such eligible reimbursement costs to the date of reimbursement at an annual interest rate equal to the net effective interest rate on the respective series of bonds being issued for such reimbursement or the borrowing rate of the party being reimbursed for the eligible costs, whichever is less. In no event shall the period for calculating interest on the advancement of funds for such eligible reimbursement costs to the date of reimbursement exceed two (2) years.

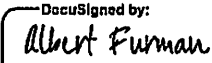


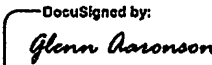
6. **Party Eligibility for Future Road Improvement Reimbursements.** Each Party shall be eligible to be reimbursed for its costs related to Road Improvements (as defined in the Original Agreement and as amended herein) paid in accordance with the terms of the Original Agreement as if the Parties were a signatory to the Original Agreement, but only following the reimbursement of the County Sunk Costs and the Developer Sunk Costs. Following the reimbursement of the County Sunk Costs and Developer Sunk Costs, reimbursements shall be made on a “first in, first out” basis.
7. **Disagreements Concerning Reimbursement Rights.** If a dispute develops between two or more of the Parties concerning the amount of or timing of any proposed reimbursements, the pertinent Parties agree to first attempt to resolve the dispute through non-binding mediation. The mediation shall be conducted by and according to Chapter 154 of the Texas Civil Practice and Remedies Code with the pertinent parties sharing the cost of the dispute resolution process equally except that personal attorneys and witnesses or specialists are the direct responsibility of each respective party. Somerset and Pulte further agree that they shall hold the County harmless in any such dispute that is just between Somerset and Pulte.
8. **Consent to Partial Assignment.** The County, by its signature below, approves (i) the assignment from Somerset to Sin Tierra, LLC, of all of Somerset’s rights, title and interest in the Original Agreement, as amended, and (ii) to Pulte of the reimbursement eligibility described in this Amendment in accordance with Section 11.2 of the Original Agreement, as amended. In consideration of the reimbursement eligibility for its portion of the Developer Sunk Costs, Pulte agrees to accept the assignment of all the rights and obligations of Somerset described in the Original Agreement in an amount proportional to its Developer Sunk Cost. Further, conditioned on any one or all of the Parties electing to request additional reimbursements over and above the County Sunk Costs and Developer Sunk Costs, as provided herein, the Party and/or Parties agree to accept the proportional assignment of all of Somerset’s rights and obligations under the Original Agreement, as amended.
9. **Miscellaneous.** Unless stated otherwise in this Amendment, the Original Agreement and any subsequent amendments shall remain in full force and effect in accordance with its original terms and provision, which shall be deemed to be confirmed, ratified and approved.

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IN WITNESS WHEREOF, SOMERSET, PULTE, GTB, AND THE COUNTY have executed triplicate counterparts to effectuate this Agreement.

**SIN TIERRA, LLC**, a Texas limited liability company, as Successor in Interest of Somerset Hills, Ltd.

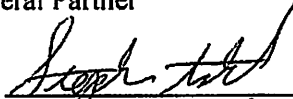
By:   
DocuSigned by:  
61A6D327AC6344B...  
Albert V. Furman, III  
Managing Manager

By:   
DocuSigned by:  
4950403D58F342C...  
Glenn H. Aaronson  
Managing Manager

Date: 7/21/2022

**PULTE HOMES OF TEXAS, L.P.**,  
a Texas limited partnership

By: **Pulte Nevada I LLC**,  
a Delaware limited liability company,  
its General Partner

By:   
Name: Stephen Ashlock  
Title: Vice President of Land Development

Date: July 25, 2022

**WILLIAMSON COUNTY, TEXAS**

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

Bill Gravell, Jr., County Judge

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

**GTB DEVELOPMENT, INC.**

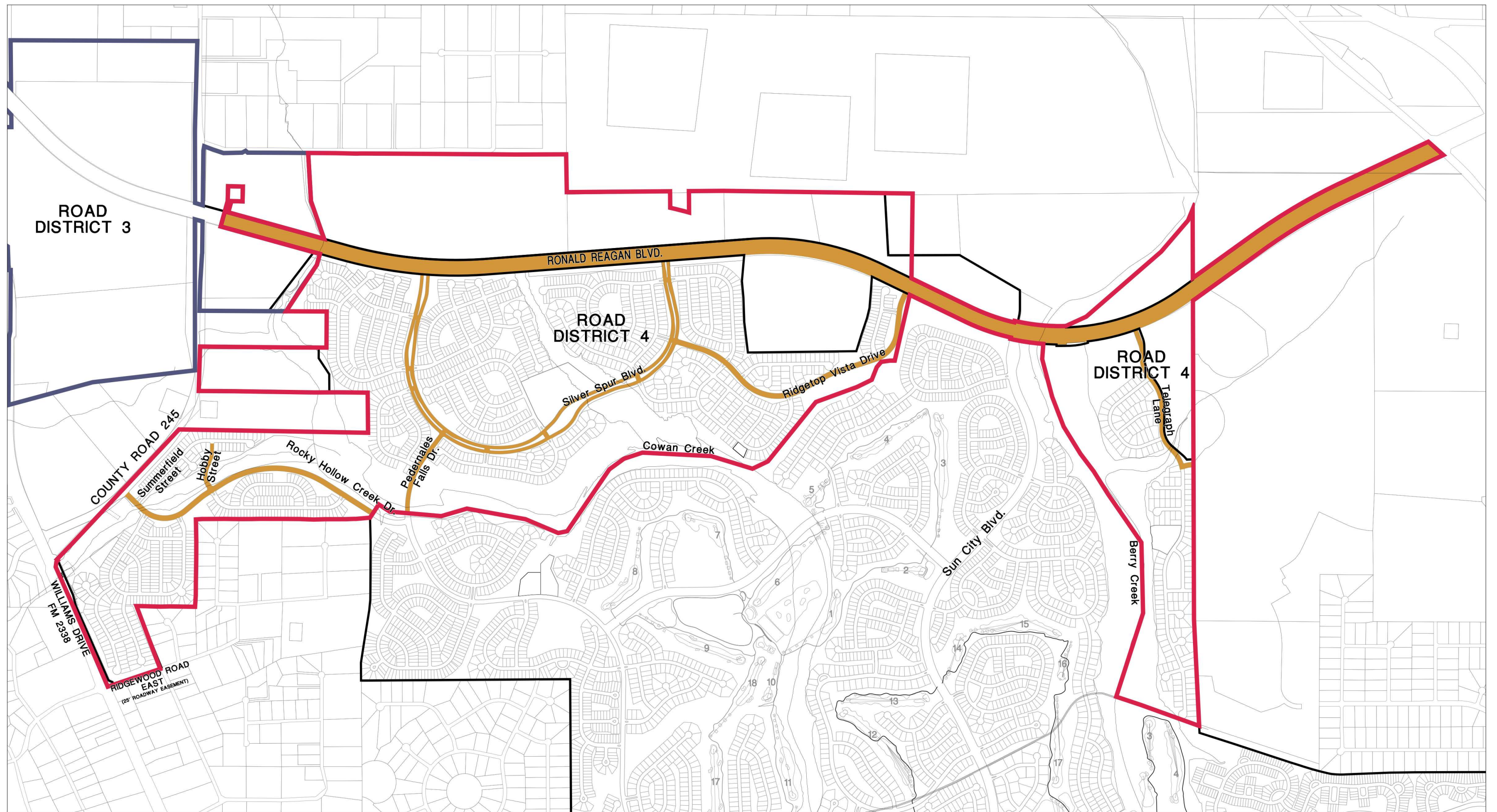
By:  \_\_\_\_\_

V.W. Barge

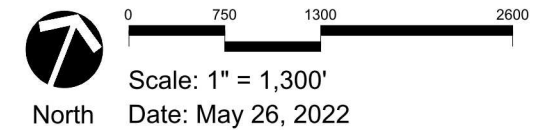
Its: President

Date: 8/3/22





# SOMERSET HILLS ROAD DISTRICT NO 4 ROADWAYS EXHIBIT





LEGEND

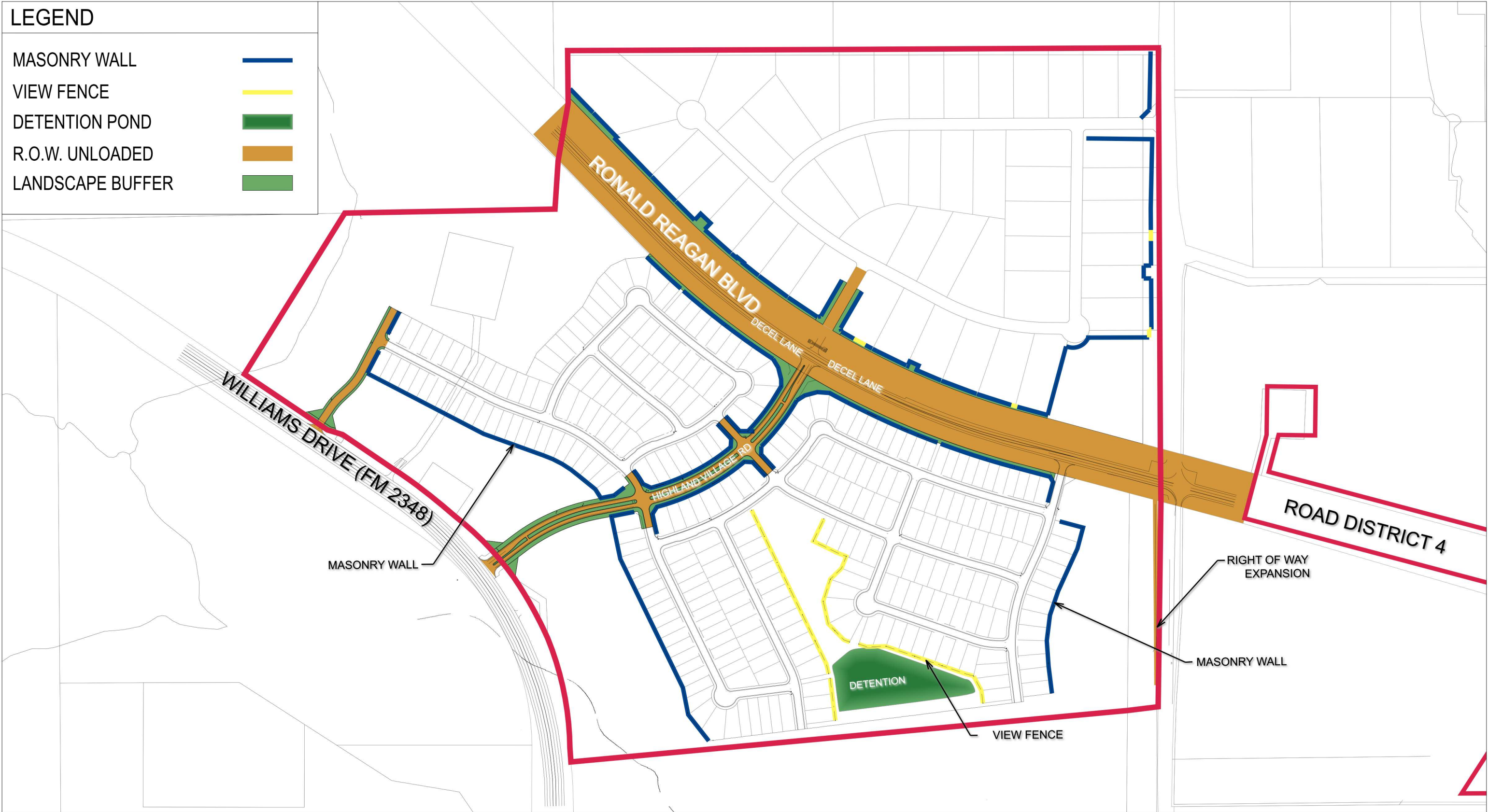
MASONRY WALL

VIEW FENCE

DETENTION POND

R.O.W. UNLOADED

LANDSCAPE BUFFER



HIGHLAND VILLAGE ROAD DISTRICT 3  
ROADWAY EXHIBIT

North

0 200' 400' 800'

Scale: 1" = 400'

Date: May 25, 2022

**Commissioners Court - Regular Session****36.****Meeting Date:** 08/09/2022

ARPA Water and Wastewater Project-Brushy Creek MUD

**Submitted By:** Julie Kiley, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider and take appropriate action to approve a subrecipient grant agreement between Williamson County and Brushy Creek Municipal Utility District for Infrastructure improvements to public water and wastewater systems serving the community for reimbursement under The American Rescue Plan Act (ARPA).

**Background**

The Commissioners Court approved funding for Water and Wastewater related projects on May 24, 2022. These projects are being funded through The American Rescue Plan Act (ARPA) Funds. This agreement is a subrecipient grant agreement in the amount of \$4 million.

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**Fiscal Impact**

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

Brushy Creek MUD ARPA agreement

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Julie Kiley

Final Approval Date: 08/04/2022

**Reviewed By**

Becky Pruitt

**Date**

08/04/2022 10:24 AM

Started On: 08/04/2022 10:04 AM



**SUBRECIPIENT AGREEMENT BETWEEN  
WILLIAMSON COUNTY AND BRUSHY CREEK MUNICIPAL UTILITY DISTRICT  
FOR WATER AND WASTEWATER PROJECTS**

**WITH FUNDING FROM:  
THE AMERICAN RESCUE PLAN ACT (ARPA) (A.L.N. 21.027)**

This Subrecipient Agreement (“Agreement”) is between Williamson County (the “COUNTY”), a political subdivision of the State of Texas, and Brushy Creek Municipal Utility District, is a municipal utility district created and operating under the authority of Chapters 49 and 54 of the Texas Water Code (“SUBRECIPIENT”), (collectively, the “Parties”), and shall be effective on [REDACTED], 2022 (“Effective Date”). The Parties have reviewed this Agreement and agree to the following:

WHEREAS, on March 11, 2020, the World Health Organization declared COVID-19 a worldwide pandemic; and

WHEREAS, on March 11, 2021, President Joseph Biden signed the American Rescue Plan Act (“ARPA”) to provide support to the State and local governments to respond to the financial impacts of COVID-19 pandemic; and

WHEREAS, the State and Local Fiscal Recovery Funds (“SLRF FUNDS”) authorized the ARPA (A.L.N. #21.027) are to be used to mitigate the ongoing effects of COVID-19 and support the nation’s pandemic recovery; and

WHEREAS, the COUNTY has received SLRF FUNDS to respond to the continuous impact of COVID-19 as outlined in the Final Rule promulgated by the Department of Treasury (“Treasury”); and

WHEREAS, Treasury has issued guidance for the use of SLRF FUNDS (31 CFR Part 35 and may be found at: <https://www.govinfo.gov/content/pkg/FR-2022-01-27/pdf/2022-00292.pdf>) and will continue to issue guidance and clarification on the appropriate use of these funds; and

WHEREAS, the COUNTY and SUBRECIPIENT find that SLRF FUNDS distributed in accordance with this Agreement shall meet the eligible uses outlined in the Treasury’s Final Rule, and additional guidance; and

WHEREAS, the COUNTY and SUBRECIPIENT find that the program(s) or project(s) and related expenditures outlined in this Agreement is/are eligible under current SLRF FUNDS guidance and rules promulgated by the U.S. Treasury and find that the program(s) or project(s) outlined herein will mitigate the ongoing effects of COVID-19 and support pandemic recovery in Williamson County.

THEREFORE, the Parties agree as follows:

I.  
GENERAL OVERVIEW  
AND  
WATER PROJECT DEFINITIONS

The COUNTY has in good faith determined that this Agreement serves a public purpose. This public purpose includes, but is not limited to, the Subrecipient's efforts to meet the additional needs and services of the community, specifically providing critical support or public interest benefits to local residents as follows:

This Agreement will provide funding for critical infrastructure improvements to public water and wastewater system serving the community.

Additional Scope of Services is set forth in Appendix A, which is attached hereto and incorporated as if copied in full.

Definitions for water and sewer Expenditure Categories must follow the EPA's handbooks. For "clean water" expenditure category definitions, please see:

<https://www.epa.gov/sites/production/files/2018-03/documents/cwdefinitions.pdf>.

For "drinking water" expenditure category definitions, please see:

<https://www.epa.gov/dwsrf/drinking-water-state-revolving-fund-national-information-management-system-reports>.

The Program or Project Budget is set forth in Appendix B, which is attached hereto and incorporated as if copied in full.

II.  
PAYMENT

The COUNTY shall make available an amount of up to **\$4,000,000.00 (FOUR MILLION DOLLARS)** to SUBRECIPIENT from the COUNTY's SLRF FUNDS to reimburse SUBRECIPIENT for expenses related to eligible uses of SLRF FUNDS as outlined in the Treasury's Final Rule, reflected in Appendix B, and in accordance with the terms and conditions outlined below:

Williamson County approves and pays reimbursement requests within thirty (30) days of receipt of a complete request. Errors in the reimbursement request, including insufficient documentation, may result in payment delays. SUBRECIPIENT is responsible for submitting a complete and accurate reimbursement request. Payment is considered made on the date postmarked.

Each reimbursement request must contain the following supporting documentation:



- i. Signed Request for Reimbursement (RFR) form
- ii. General Ledger (monthly, generated from SUBRECIPIENT's accounting system) coinciding with RFR
- iii. Timesheets and Payroll Reports (monthly, generated from SUBRECIPIENT's payroll system) if budget included personnel
- iv. Invoices of all other expenditures
- v. Proof of payment of all expenditures

### III. TERM/TERMINATION

This Agreement shall become effective upon signature by both Parties and shall continue in full force and effect until December 31, 2026 unless terminated earlier in accordance with this Agreement. If at any time SUBRECIPIENT state contract is suspended or revoked, or if SUBRECIPIENT becomes excluded, debarred, or suspended from any federal program, this Agreement automatically terminates effective on the date of the suspension, revocation, or exclusion, and SUBRECIPIENT must submit a final, formal statement in the manner set out above and below requesting payment.

The County may immediately terminate this Agreement, without prior notice, if SUBRECIPIENT fails to perform any obligation found herein and the failure:

- i. Creates a potential threat to health or safety: or
- ii. Violated a law, ordinance, or regulation designed to protect health or safety.

Either party may terminate this Agreement without cause giving ninety (90) days written notice to the other party. Upon receipt of notice to terminate, SUBRECIPIENT shall discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders to contracts are chargeable to this Agreement. Any and all assets purchased under this Agreement shall transfer to the County for purposes outlined herein.

Within ninety (90) days after receipt of a notice of termination, SUBRECIPIENT agrees to submit an invoice showing, in detail, the services performed under this Agreement up to and including the date of termination.

Force Majeure: In the event that either Party is unable to perform its any of its obligation under the Agreement or to enjoy any of the benefits because of natural disaster, global pandemic, actions or decrees of governmental bodies or communication line failure not the fault of the affected party (referred to as a "Force Majeure Event"), the party who has been so affected immediately agrees to give notice to the other part and agrees to do everything possible to resume performance. Upon receipt of such notice, the Agreement is immediately suspended. If the period of nonperformance exceeds ten (10) calendar days from the receipt of notice of the Force Majeure Event, the Party whose ability to perform has not been affected may terminate the Agreement immediately by giving written notice to the other Party.

#### IV. AMENDMENTS

This Contract may not be amended without a written agreement; however, SUBRECIPIENT may move up to 10% of allocated funds within any budget category without written approval of the COUNTY, except for Equipment or Indirect Cost budget line items, if the movement is consistent with the budget in Appendix B. To move any amount over and above a cumulative total of 10% of allocated funds within any budget category, SUBRECIPIENT must submit a written request to COUNTY and receive written approval of same.

#### V. STANDARDS FOR FINANCIAL MANAGEMENT

In accordance with 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, SUBRECIPIENT will develop, implement and maintain financial management and control systems, which include at a minimum accurate payroll, accounting and financial reporting records, cost source documentation, effective internal and budgetary controls, and determination of reasonableness, allowability and allocability of costs, and timely and appropriate audits and resolution findings.

SUBRECIPIENT shall maintain an effective accounting system, which will:

- i. Identify and record valid transactions
- ii. Record transactions to the proper accounting period in which transactions occurred
- iii. Describe transactions in sufficient detail to permit proper classification
- iv. Maintain records that permit the tracing of funds to a level of detail that establishes that the funds have been used in compliance with contract requirements
- v. Adequately identify the source and application of funds of each grant contract
- vi. Generate current and accurate financial reports in accordance with contract requirements

#### VI. MONITORING

SUBRECIPIENT agrees that COUNTY will, until the expiration of the federal retention period as referenced in 2 CFR 200.334, have access to and the right to examine at reasonable times any directly pertinent books, papers, and records (hard copy, as well as computer generated data) of the sub-recipient involving transactions related to this Agreement. This right to audit also extends to any obligations assigned to any subcontracts or agreements formed between SUBRECIPIENT and any subcontractors to the extent that those subcontracts or agreements relate to fulfillment of SUBRECIPIENT's obligations to COUNTY under this Agreement. The SUBRECIPIENT agrees that COUNTY will have access during normal working hours to all necessary facilities, staff, and workspace to conduct audits. The COUNTY will provide the SUBRECIPIENT with reasonable advance notice of intended audits. The SUBRECIPIENT must provide records within ten (10) business days or a mutually agreed upon timeline. SUBRECIPIENT may withhold any information



that it is mandated to withhold to comply with state or federal law.

## VII. ALLOWABLE COSTS

COUNTY payment to SUBRECIPIENT does not preclude COUNTY from determining that certain costs were ineligible for reimbursement. If the COUNTY determines that a cost the COUNTY has paid for is ineligible for reimbursement, the SUBRECIPIENT will refund the ineligible amount to the COUNTY. COUNTY will determine whether costs submitted by SUBRECIPIENT are allowable and eligible for reimbursement. If COUNTY has paid funds to SUBRECIPIENT for unallowable or ineligible costs, COUNTY will notify SUBRECIPIENT in writing, and SUBRECIPIENT shall return the funds to COUNTY within thirty (30) calendar days of the date of this written notice. COUNTY may withhold all or part of any payments to SUBRECIPIENT to offset reimbursement for any unallowable or ineligible expenditure that SUBRECIPIENT has not refunded to COUNTY, or if required financial report(s) are not submitted by the due date(s).

## VIII. INDEPENDENT SINGLE OR PROGRAM SPECIFIC AUDIT

If SUBRECIPIENT, within SUBRECIPIENT'S fiscal year, expends a total amount of at least SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000) in federal funds awarded, SUBRECIPIENT shall have a single audit or program-specific audit in accordance with the 2 CFR 200. The \$750,000 federal threshold amount includes federal funds passed through by way of State and local agency awards.

## IX. EQUIPMENT

Any purchase of equipment must be consistent with the Uniform Guidance at 2 CFR Part 200 Subpart D. Equipment acquired under this Agreement must be used for the originally authorized purpose. Consistent with 2 CFR 200.313, any equipment acquired using federal funds shall vest in the non-Federal entity.

Procedures for managing equipment must meet the following requirements:

- i. Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property, name of title holder, acquisition date, cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
- ii. A physical inventory of the property must be taken, and the results reconciled with the property records at least once every two years.
- iii. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.
- iv. Adequate maintenance procedures must be developed to keep the property in good condition.

- v. If the non-Federal entity is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

Disposition. When original or replacement equipment acquired under this Agreement is no longer needed or in use for the project or program outlined herein, SUBRECIPIENT must request disposition instructions from the COUNTY.

X.  
LEGAL COMPLIANCE, PERFORMANCE MEASUREMENT,  
AND REQUIRED REPORTING

SUBRECIPIENT shall comply with all applicable federal, state and local laws and regulations governing the expenditure of funds under this Agreement, including but not limited to additional requirements for U.S. Department of The Treasury Coronavirus Local Fiscal Recovery Fund award terms and conditions compliance related to the American Rescue Plan Act (ARPA) (A.L.N. 21.027). SUBRECIPIENT shall submit to the Williamson County Auditor's office all necessary invoicing and appropriate documentation evidencing expenditures and that said expenditures are Allowable Expenditures. Allowable Expenditures are limited to those expenditures shown in Appendix B. Additional reports and documentation may be required as requested by COUNTY in the approved format.

XI.  
DEBARMENT AND SYSTEM FOR AWARD MANAGEMENT

SUBRECIPIENT is not entitled to receive payment under this Agreement for services performed by any personnel who have been excluded, debarred, or suspended under a federal program, unless given explicit permission by the COUNTY. SUBRECIPIENT agrees to maintain an active registration in the System for Award Management (SAM.gov)

XII.  
INDEPENDENT CONTRACTORS

It is understood that any relationship created by this Agreement between the Parties shall be that of independent contractors. Under no circumstances shall either Party be deemed an employee of the other nor shall either Party act as an agent of the other Party. Any and all joint venture, joint enterprise, or partnership status is hereby expressly denied, and the Parties expressly state that they have not formed expressly or impliedly a joint venture, joint enterprise, or partnership.

XIII.  
SUBCONTRACTING AUTHORITY

SUBRECIPIENT may enter into contracts as necessary for the performance of the scope of services outlined in this Agreement. SUBRECIPIENT agrees to act in good faith and shall comply with all applicable purchasing laws in choosing subcontractors and executing any contracts pursuant to this Agreement.



XIV.  
DOCUMENTATION

SUBRECIPIENT shall keep and maintain, for a period not less than five (5) years after December 31, 2026, any and all records relating to use of the SLRF FUNDS described herein.

XV.  
FORM 1295 COMPLIANCE

SUBRECIPIENT acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties and has acknowledged the completeness of this disclosure by filing Form 1295 "Certificate of Interested Parties" with the Texas Ethics Commission *if required* by Texas Government Code Section 2252.908, as amended.

XVI.  
NOTICE

Any notice required or permitted to be delivered hereunder shall be deemed to have been given when personally delivered, or if mailed, seventy-two hours after deposit of the same in the United States Mail, postage prepaid, certified, or registered, return receipt requested, properly addressed to the Parties hereto at the respective addresses set forth below, or at such other addresses as they shall specify by written notice delivered to the following addresses:

County;

County Judge  
710 Main Street, Suite 101  
Georgetown, Texas 78628

and

County Auditor  
710 Main Street, Suite 301  
Georgetown, Texas 78628

Subrecipient:

Brushy Creek Municipal Utility District  
General Manager  
16318 Great Oaks  
Round Rock, TX 78681

XVII.  
SEVERABILITY

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

XVIII.  
VENUE AND APPLICABLE LAW

Venue of this Agreement shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

XIX.  
ENTIRE AGREEMENT

This Agreement represents the entire understanding between the Parties and supersedes all prior representations.

WITNESS that this Agreement shall be effective as of the date of the last party's execution below.

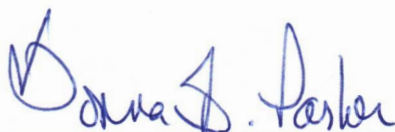
**WILLIAMSON COUNTY:**

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

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

Date: \_\_\_\_\_, 2022

**BRUSHY CREEK MUNICIPAL UTILITY  
DISTRICT:**

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

Donna Parker  
\_\_\_\_\_  
Printed Name

Date: July 28, 2022

## APPENDIX A – Scope of Services

Infrastructure improvements to community water and wastewater systems including without limitation, any one or more of the following:

- Cat Hollow Wastewater Lift Station Improvements
- Emergency power installation at raw water intake facility
- Emergency power installation for groundwater wells
- Winterization of raw water intake vault
- Winterization improvements at the Water Treatment Plant
- Winterization improvements for groundwater wells
- Hillside Lift Station removal

## APPENDIX B – Program or Project Budget/Allowable Expenses

Budget Category	Total Estimated ARPA Eligible Costs
<p>Construction and Construction Administration for any one or more of the following public infrastructure improvements:</p> <ul style="list-style-type: none"> <li>• <b>5.2 Clean Water: Centralized Wastewater Collection and Conveyance</b> <ul style="list-style-type: none"> <li>○ Cat Hollow Wastewater Lift Station Improvements</li> <li>○ Hillside Lift Station removal</li> </ul> </li> <li>• <b>5.10 Drinking Water: Treatment</b> <ul style="list-style-type: none"> <li>○ Winterization improvements at the Water Treatment Plant</li> </ul> </li> <li>• <b>5.13 Drinking Water: Source</b> <ul style="list-style-type: none"> <li>○ Emergency power installation at raw water intake facility</li> <li>○ Emergency power installation for groundwater wells</li> <li>○ Winterization of raw water intake vault</li> <li>○ Winterization improvements for groundwater wells</li> </ul> </li> </ul>	<p><b>\$2,376,000.00</b></p> <p><b>\$216,000.00</b></p> <p><b>\$2,306,000.00</b></p>

### Notes:

1. Subrecipient is responsible for funding costs of design of the infrastructure improvements.
2. Subrecipient shall be responsible for funding any project costs in excess of the sum set forth in Article II of this Agreement.
3. If subrecipient does not enter into a contract for construction of any individual project improvement by December 31, 2024, Subrecipient shall not be entitled to funding for any costs associated with the project. In such an event, Subrecipient shall have no obligation to proceed with construction of the improvement.
4. Any costs funded by Subrecipient after December 31, 2026 shall not be eligible for reimbursement under this Agreement.



ORDER NO. 22-0728-02

**ORDER APPROVING CONTRACT**

WHEREAS, Brushy Creek Municipal Utility District (the "District") is a municipal utility district created and operating under the authority of Chapters 49 and 54 of the Texas Water Code, as amended;

WHEREAS, Section 49.213(b) of the Texas Water Code authorizes a district to enter into contracts with any person or any public or private entity in the performance of any purpose or function permitted by a district.

WHEREAS, the Board of Directors of the District desires for the District to enter into the **Subrecipient Agreement Between Williamson County and Brushy Creek Municipal Utility District for Water And Wastewater Projects**; and

NOW, THEREFORE, BE IT ORDERED BY THE BOARD OF DIRECTORS OF BRUSHY CREEK MUNICIPAL UTILITY DISTRICT, THAT:

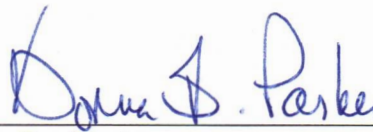
SECTION 1. The facts and recitations in the preamble of this Order are hereby found and declared to be true and correct, and are incorporated by reference herein and expressly made a part hereof, as if copied verbatim.

SECTION 2. The Board of Directors hereby approves the contract attached hereto, and further authorizes the execution thereof by the President, Vice-President or General Manager of the District.

SECTION 3. Upon adoption, a copy of this Order shall be retained in the District's records and retained in accordance with the District's record retention policies.

RESOLVED this 28 day of July, 2022.

**BRUSHY CREEK MUNICIPAL UTILITY  
DISTRICT**

By:   
President

ATTEST:

  
Secretary

**Commissioners Court - Regular Session****37.****Meeting Date:** 08/09/2022

SS4A Discretionary Grant Opportunity

**Submitted For:** Robert Daigh**Submitted By:** Vicky Edwards, Infrastructure**Department:** Infrastructure**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider and take appropriate action on a request to apply for discretionary grant opportunity funding through the US Department of Transportation for Safe Streets and Roads for All.

**Background**

The purpose of the Safe Streets and Roads for All grant is to improve roadway safety by significantly reducing or eliminating roadway fatalities and serious injuries through the development of a safety action plan. The program provides funding to develop the tools to help strengthen a community's approach to roadway safety and save lives. Williamson County will participate as a joint applicant in the CAMPO-led regional application for the development of a safety action plan. The amount of the grant request is \$2,900,000. There is a local match requirement. Williamson County's share of the local match is \$50,000. Williamson County's match is anticipated to be funded through the use of Toll Development Credits. If Toll Development Credits are not used, then the match will be funded from the Road & Bridge Division's Budget.

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**Fiscal Impact**

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

Safe Streets and Roads for All (SS4A) Discretionary Grant Opportunity

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Vicky Edwards

Final Approval Date: 08/03/2022

**Reviewed By**

Becky Pruitt

**Date**

08/03/2022 02:51 PM

Started On: 08/03/2022 10:09 AM

Grant Title/Project Name:	SAFE STREETS AND ROADS FOR ALL (SS4A) DISCRETIONARY GRANT OPPORTUNITY
Department:	INFRASTRUCTURE
Requestor:	Bob Daigh
Contact Email:	bdaigh@wilco.org
Contact Phone Number:	512-943-3330
Start Date:	1/30/2023
End Date:	1/30/2025
Please select request category:	Service
Describe the purpose of the grant in detail to include all requirements.	The purpose of SS4A grant is to improve roadway safety by significantly reducing or eliminating roadway fatalities and serious injuries through the development of a safety action plan. The program provides funding to develop the tools to help strengthen a community's approach to roadway safety and save lives. Williamson County will participate as a joint applicant in the CAMPO-led regional application for the development of a safety action plan.
Select the type of grant your department is applying for:	Federal
What is the amount of the grant?	\$2,900,000.00
Please provide a breakdown of the total cost above.	Consultant time 100%.
Is there a match requirement?	Yes
What is the source of the match?	The CAMPO Policy Board has anticipated to cover the match through toll development credits. If for some reason the toll development credits are unavailable, the anticipated match of \$50,000 will come from the Road and Bridge professional services budget.
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?	N/A
Identify the number of personnel required to operate this item and/or be available for the function where it is to be used?	N/A
Please explain how this item will create the need for more or less personnel (or mark n/a for no change)?	N/A
Where will the item be stored?	N/A

What is the useful life of the item?	N/A
Will other agencies be billed for the use of this item (e.g. vendors paid, employee worked hours and paid, inventory costs etc.)?	
Does this item require insurance coverage?	No
Will this item require any form of licensing?	No
Will this item require on-going maintenance? Please describe the maintenance required along with an estimate for these costs?	N/A
How will this item be funded when the grant ends?	The study will be complete when the grant ends. There will be no additional cost.
What is the overall budgetary impact? (i.e. revenue generation, expense reduction, etc.)	None
Please identify any additional equipment needed/required (now or in the future) should the grant/asset is awarded.	There is no additional equipment needed if the grant is awarded.
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?	There are no impacts on other internal or county departments with this grant application.
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?	\$50,000.00
ID	94
Version	2.0
Attachments	False
Created	8/3/2022 10:29 AM
Created By	Mithila Chaudhari
Modified	8/3/2022 10:30 AM
Modified By	Mithila Chaudhari

**Commissioners Court - Regular Session****38.****Meeting Date:** 08/09/2022

CR 258 Letter Agreement for PEC Easement

**Submitted For:** Charlie Crossfield**Submitted By:** Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider and take appropriate action on a Letter Agreement with Suvi Capital LLC for a 0.033 Acre Electric Utility Easement needed for the CR 258 project. (Parcel EE) Funding Source: Road Bonds P277.

**Background**

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**Fiscal Impact**

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

Letter Agreement

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 08/04/2022

**Reviewed By**

Becky Pruitt

**Date**

08/04/2022 11:50 AM

Started On: 08/03/2022 04:10 PM

# Sheets & Crossfield, PLLC

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ATTORNEYS AT LAW

309 East Main Street • Round Rock, TX 78664-246

Phone 512-738-8725 (D) • fax 512-255-8986

[don@scrrlaw.com](mailto:don@scrrlaw.com)

July 28, 2022

Suvi Capital LLC  
1001 Cypress Creek Rd. Ste  
203 Cedar Park, TX 78613

Re: Williamson County—CR258 PEC Easement

Dear Sirs:

Please allow this letter to set out my understanding regarding our Agreement for the acquisition of a permanent electric easement to Williamson County (“County”) in and across portions of the property owned by Suvi Capital LLC (“Owner”) as part of the County’s proposed CR 258 @ US 183 project.

By execution of this letter the parties agree as follows:

1. In return for Owner’s delivery to County of a fully executed and acknowledged electric easement (“Easement”) in and to 0.033 acre of land, with such rights to be granted in the form as set out in Exhibit “A” attached hereto and incorporated herein, County shall pay Owner the sum of **\$4,500.00** in cash or other good funds (“Purchase Price”).

2. If requested by County, the Closing and completion of this transaction shall take place at Texas National Title Company (“Title Company”) within thirty (30) days after full execution of this Agreement, or at other date and time agreed to between the parties.

Upon request Owner shall provide reasonable assistance, at no cost to Owner, to cause the Title Company to issue a policy of title insurance, with standard printed exceptions, to County in completion of this transaction. County shall be responsible for all fees and costs associated with this transaction, except that each party shall be responsible for any attorney’s fees they incur. As an obligation of this Agreement and condition of Closing Owner shall provide and assist County and Title Company with any title curative measures or mortgage lien joinder, consent or subordination.

Upon completion of (1) the full execution of this Agreement by all parties, and (2) acknowledgment by the Title Company of delivery by County of the full Purchase Price to the Title Company, Purchaser, its agents and contractors shall be permitted at any time

after July 15, 2022 to enter and possess the Property prior to Closing for the purpose of completing any and all necessary construction activities associated with the proposed electric facility improvement construction project of County.

To the extent allowed by law County, its agents and contractors agree to release, indemnify and otherwise hold Owner harmless from any damages or other losses to owner or any third party resulting from any acts or omissions performed under the limited right of possession herein. The parties further agree to continue to use diligence in assisting with any title curative or lienholder consent measures required by the Contract to expeditiously complete the Closing of the purchase transaction.

3. This Agreement is being made, and the Easement is being delivered, in lieu of condemnation.

If this meets with your understanding, please execute this letter where indicated and return it to me, and we will have this approved and signed by the County and process this for payment and Closing as quickly as possible.

Please feel free to contact me at any time if you have any questions or concerns about these issues.

Very truly yours,

*Don Childs*

Don Childs  
Sheets & Crossfield, PLLC

*[signature pages follow]*



**AGREED:**

**Suvi Capital, LLC**

By: CS Ry

Name: Surej Reddy

Its: Manager

Date: 07/28/2022

**ACCEPTED AND AGREED:**

**WILLIAMSON COUNTY, TEXAS**

By: \_\_\_\_\_  
Bill Gravell, Jr.  
County Judge

Address: 710 Main Street, Suite 101  
Georgetown, Texas 78626

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

## EXHIBIT “A” FORM OF EASEMENT FOLLOWS

**ELECTRIC UTILITY EASEMENT**

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

§  
§  
§

**KNOW ALL MEN BY THESE PRESENTS:**

That SUVI CAPITAL, LLC, for and in consideration of ONE DOLLAR (\$1.00) in hand paid by PEDERNALES ELECTRIC COOPERATIVE, INC. of Johnson City, Texas, has granted, sold, and conveyed and by these presents does grant, sell, and convey unto Pedernales Electric Cooperative, Inc. an easement and right-of-way as hereinafter described for the purpose of an electric distribution line consisting of variable number of wires, and all necessary or desirable appurtenances (including poles made of wood, metal or other materials, telephone and cable television wires, props, guys, and anchors) over, across and upon the following described lands located in Williamson County, Texas, to-wit:

All of that certain 0.033-acre (1,444 square foot) tract in the J.B. Robinson Survey, Abstract No. 521, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel EE**)

With guying easements as needed, together with the right of ingress and egress over Grantor's adjacent lands to or from said right-of-way for the purpose of constructing, reconstructing, inspecting, patrolling, hanging new wire on, maintaining and removing said lines and appurtenances; the right to relocate within the limits of said right-of-way; the right to remove from said lands all trees and parts thereof, or other obstructions which endanger or may interfere with the efficiency of said lines or their appurtenances.

Grantor warrants that Grantor is the owner of said property and has the right to execute this easement.

TO HAVE AND TO HOLD the above-described easement and rights unto Pedernales Electric Cooperative, Inc. and their successors and assigns, until said easement and rights shall be relinquished.

Grantor, Grantor's heirs and legal representatives do hereby bind themselves to warrant and forever defend all and singular the above-described easement and rights unto Pedernales Electric Cooperative, Inc. their successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS my hand this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

*[signature page follows]*

**GRANTOR:**

SUVI CAPITAL, LLC

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

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**THE STATE OF TEXAS**

**COUNTY OF** \_\_\_\_\_

BEFORE ME, the undersigned authority, on this day personally appeared Suraj Reddy, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_ day of  
\_\_\_\_\_, 2022.

\_\_\_\_\_  
Notary Public in and for  
The State of Texas

**Please Return to:**

**JOINDER AND CONSENT OF LIENHOLDER TO ELECTRIC EASEMENT**

WILLIE J. KOPECKY, JR., as Beneficiary under a Deed of Trust executed by Suraj Reddy to Robert J. Wilson, Trustee, recorded in Document No. 2021132842 (the "Grantor Security Document") of the Official Records of Williamson County, Texas that creates liens, security interests and other rights and powers that encumber all or parts of the property described in Exhibit "A" ("Grantor Liens"), executes this electric utility easement ("Easement") for the limited purpose of (i) consenting to the terms and conditions of the foregoing Easement and (ii) agreeing that the Grantor Security Documents and the Grantor Liens are and shall be subordinate and inferior to all of the easements, restrictions, terms and provisions of the Easement, so that no enforcement of the terms of the Grantor Security Documents shall amend, impair or otherwise affect the easements, restrictions, terms or provisions of said Easement.

\_\_\_\_\_  
Willie J. Kopecky, Jr.

**ACKNOWLEDGEMENT**

THE STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2022, by Willie J. Kopecky, Jr., known to me to be the person whose name is subscribed to the preceding instrument, and acknowledged to me that he/she executed the same for the purposes and consideration recited herein.

\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_

EXHIBIT "A"

County: Williamson  
Parcel No.: EE  
Highway: U.S. 183  
Limits: From: 300 feet North of El Dorado Pass  
To: 1,500 feet South of proposed C.R. 258 alignment

Page 1 of 5  
July 8, 2022

**PROPERTY DESCRIPTION FOR ELECTRIC EASEMENT**

DESCRIPTION OF A 0.033 ACRE (1,444 SQ. FT.) EASEMENT OF LAND LOCATED IN THE J.B. ROBINSON SURVEY, ABSTRACT NO. 521, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 7.625 ACRE TRACT OF LAND, DESCRIBED IN A DEED TO SUVI CAPITAL, LLC, RECORDED DECEMBER 22, 2021 IN DOCUMENT NO. 2021194153, OFFICAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.); SAID 0.033 ACRE (1,444 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 5/8-inch iron rod found 50.09 feet right of U.S Highway 183 (U.S. 183) Engineer's Centerline Station (E.C.S.) 636+53.45 on the existing west right-of-way line of U.S. Highway 183 (U.S. 183), a variable width right-of-way, described to the State of Texas in Volume 272, Page 38, Deed Records of Williamson County, Texas (D.R.W.C.TX.), and as depicted in TXDOT right-of-way strip map CSJ No. 273-4-2 dated May 1934, for the southeast corner of said 7.625 acre tract, same being the northeast corner of a called 5.609 acre tract of land, described in a deed to 1481 Highway 183, LLC, recorded in Document No. 2015050763, O.P.R.W.C.TX.;

**THENCE** N 04°40'32" E, with the existing west right-of-way line of said U.S. 183, a distance of 490.79 feet to a calculated point (Surface Coordinates: N=10,218,569.09, E=3,068,217.70) 50.10 feet right of U.S. 183 E.C.S 631+62.66, for the southeast corner and **POINT OF BEGINNING** of the easement described herein;

**THENCE** departing the existing west right-of-way line of said U.S. 183, over and across said 7.625 acre tract, the following two (2) courses and distances numbered 1-2:

- 1) N 83°27'21" W, a distance of 39.32 feet to a calculated point 89.40 feet right of U.S. 183 E.C.S. 631+61.38, for the southwest corner of the easement described herein, and
- 2) N 06°32'39" E, a distance of 27.42 feet to a calculated point 88.51 feet right of U.S. 183 E.C.S. 631+33.97 on the existing south right-of-way line of Long Run, a variable width right-of-way, no record information found, for the northwest corner of the easement described herein;

3) **THENCE** N 69°03'31" E, with the existing south right-of-way line of said Long Run, a distance of 42.59 feet to a 80D nail found on the existing west right-of-way line of said U.S. 183, for the northeast corner of said 7.625 acre tract and the easement described herein;

Page 2 of 5  
July 8, 2022

County: Williamson  
Parcel No.: EE  
Highway: U.S. 183  
Limits: From: 300 feet North of El Dorado Pass  
To: 1,500 feet South of proposed C.R. 258 alignment

This property description is accompanied by a separate plat of even date.

All bearings shown are based on the Texas Coordinate System, Central Zone, NAD 83/2011. All distances shown are surface and may be converted to grid by dividing by a Surface Adjustment Factor of 1.00012. Units: U.S. Survey Feet.

THE STATE OF TEXAS                   §  
  §  
COUNTY OF TRAVIS   §                   KNOW ALL MEN BY THESE PRESENTS:

That I, Scott C. Brashear, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

SURVEYING AND MAPPING, LLC  
4801 Southwest Pkwy  
Building Two, Suite 100  
Austin, Texas 78735  
TX. Firm No. 10064300

Scott C. Brashear Date  
Registered Professional Land Surveyor  
No. 6660 – State of Texas



# EXHIBIT "A"

EXISTING ROW

OVERHEAD  
ELECTRIC

631+00

U.S. 183  
ENGINEER'S CENTERLINE

S04° 40' 36" W 3,404.77'

635+00

P.O.B.  
N=10,218,569.09  
E=3,068,217.70  
631+62.66  
50.10' RT

U.S. HIGHWAY 183  
(VARIABLE WIDTH R.O.W.)  
CSJ NO. 273-4-2  
MAY 1934

N04° 40' 32" E 490.79'

STATE OF TEXAS  
VOL. 272, PG. 38  
D.R.W.C. TX.

P.O.C.  
5/8"  
636+53.45  
50.09' RT

PROPOSED ELECTRIC  
EASEMENT

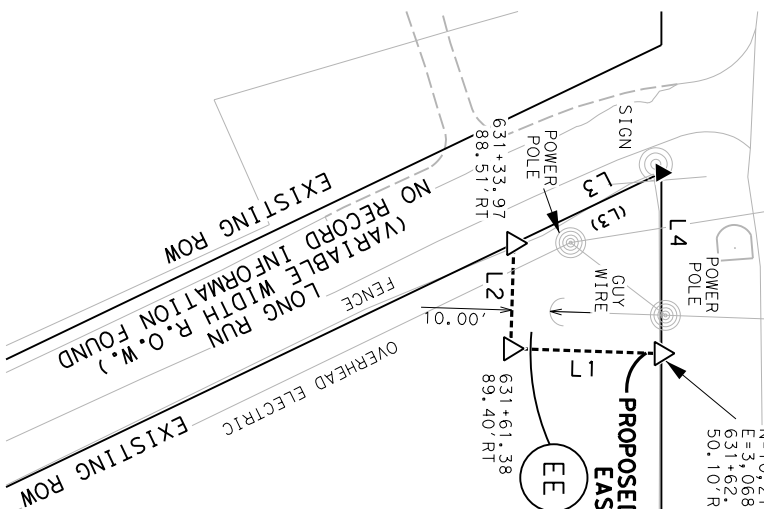
EE (0.033 AC.)

J.B. ROBINSON  
ABSTRACT 521

1481 HIGHWAY 183, LLC  
CALLED 5.609 AC.  
DOC. NO. 2015050763  
O.P.R.W.C. TX.

631+33.97  
88.51' RT

631+61.38  
89.40' RT



SUVI CAPITAL, LLC  
RECORDED DECEMBER 22, 2021  
CALLED 7.625 AC.  
DOC NO. 2021194153  
O.P.R.W.C. TX.

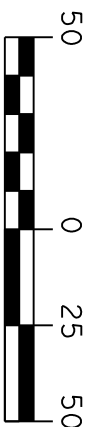
LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	N83° 27' 21" W	39.32'
L2	N06° 32' 39" E	27.42'
L3	N69° 03' 31" E	42.59'
(L3)	(N70° 59' 27" E)	(647.77')
L4	S04° 40' 32" W	47.11'

FILE: \\scominc\AUS\PROJECTS\1019049922\100\Survey\03Exhibits\PEC\PEC-R2.dgn

EXISTING 7.625 AC. ACQUIRE 0.000 AC. REMAINING 7.625 AC. RIGHT

PAGE 3 OF 5  
REF. FIELD NOTE NO. 49049



GRAPHIC SCALE  
SCALE: 1" = 50'  
WILLIAMSON COUNTY, TEXAS

**SAMI**

4801 Southwest Parkway  
Building Two, Suite 100  
Austin, Texas 78735  
(512) 447-0575  
FOX: (512) 326-3029  
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH  
SHOWING PROPERTY OF  
SUVI CAPITAL, LLC  
ELECTRIC EASEMENT  
0.033 AC. (1, 444 SQ. FT.)



EXHIBIT "A"

SCHEDULE B:

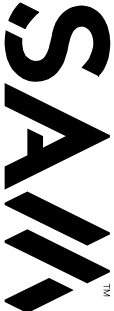
THIS SURVEY HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE OF NO. T-156827 ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE JUNE 13, 2022, AND ISSUED DATE JUNE 24, 2022.

10. THE FOLLOWING MATTERS AND ALL TERMS OF THE DOCUMENTS CREATING OR OFFERING EVIDENCE OF THE MATTERS. (WE MUST INSERT MATTERS OR DELETE THIS EXCEPTION.):
- 1. POTABLE WATER PIPELINE EASEMENT GRANTED TO CHISHOLM TRAIL WATER SUPPLY CORPORATION, AS DESCRIBED IN VOLUME 998, PAGE 403, DEED RECORDS, AS AFFECTED BY ASSIGNMENT IN DOCUMENT NO. 2014076202, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS. (AS-BUILT EASEMENT, UNABLE TO PLOT MAY AFFECT).
  - 2. POTABLE WATER PIPELINE EASEMENT GRANTED TO CHISHOLM TRAIL WATER SUPPLY CORPORATION, AS DESCRIBED IN VOLUME 998, PAGE 403, DEED RECORDS, AS AFFECTED BY ASSIGNMENT IN VOLUME 1454, PAGE 26, OFFICIAL RECORDS, AS AFFECTED BY ASSIGNMENT IN DOCUMENT NO. 2014076202, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS. (AS-BUILT EASEMENT, UNABLE TO PLOT MAY AFFECT).
  - 3. ANY VISIBLE AND APPARENT EASEMENT, EITHER PUBLIC OR PRIVATE, LOCATED ON OR ACROSS THE LAND, THE EXISTENCE OF WHICH IS NOT DISCLOSED BY THE PUBLIC RECORDS AS HEREIN DEFINED.
  - 4. ANY VISIBLE AND APPARENT ROADWAY OR EASEMENT OVER, UNDER OR ACROSS THE PROPERTY, THE EXISTENCE OF WHICH DOES NOT APPEAR OF RECORD. THIS EXCEPTION WILL BE LIMITED TO THOSE MATTERS SHOWN ON AN ACCEPTABLE SURVEY UPON THE COMPANY BEING FURNISHED WITH SUCH SURVEY.
  - 5. RIGHTS OF PARTIES IN POSSESSION (OWNERS POLICY ONLY)
  - 6. RIGHTS OF TENANTS, AS TENANTS ONLY, UNDER ANY AND ALL UNRECORDED LEASES OR RENTAL AGREEMENTS. (NOTE: THIS ITEM CAN BE DELETED UPON RECEIPT OF AN AFFIDAVIT EXECUTED BY THE SELLER EVIDENCING THERE ARE NOT ANY OUTSTANDING LEASES OR RENTAL AGREEMENTS. IF THE AFFIDAVIT REVEALS UNRECORDED OUTSTANDING LEASES OR RENTAL AGREEMENTS THE EXCEPTION MAY BE MODIFIED TO MAKE SPECIFIC EXCEPTION TO THOSE MATTERS.)
  - 7. ALL LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF COAL, LIGNITE, OIL, GAS AND OTHER MINERALS, TOGETHER WITH ALL RIGHTS, PRIVILEGES, AND IMMUNITIES RELATING THERETO, APPEARING IN THE PUBLIC RECORDS, WHETHER LISTED IN SCHEDULE B OR NOT. THERE MAY BE LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF MINERAL INTEREST THAT ARE NOT LISTED.
  - 8. ASSESSMENT OF ROLLEBACK OR SUPPLEMENTAL TAXES AGAINST THE LAND, AND ALL INTEREST AND PENALTIES WHICH MAY ACCRUE.
  - 9. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE, INCLUDING BUT NOT LIMITED TO FENCES NOT FOLLOWING THE PROPERTY BOUNDARIES, THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE SUBJECT PROPERTY. (OWNER'S POLICY ONLY)

FILE: \\somin\AUS\PROJECTS\1019049922\100\Survey\03Exhibits\PEC\PEC.R2.dgn

PAGE 4 OF 5  
REF. FIELD NOTE NO. 49049

EXISTING	7.625 AC.	ACQUIRE	0.000 AC.	REMAINING	7.625 AC.	RIGHT
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4801 Southwest Parkway  
Building Two, Suite 100  
Austin, Texas 78735  
(512) 447-0575  
FOX: (512) 326-3029  
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH  
SHOWING PROPERTY OF  
SUVI CAPITAL, LLC  
ELECTRIC EASEMENT  
0.033 AC. (1, 444 SQ. FT.)

# LEGEND

# EXHIBIT "A"

- 5/8" IRON ROD SET WITH ALUMINUM CAP  
STAMPED "WILLIAMSON COUNTY"
- 1/2" IRON ROD FOUND UNLESS NOTED
- ◊ FENCE POST (TYPE NOTED)
- TYPE I CONCRETE MONUMENT FOUND
- ◻ TxDOT TYPE II BRONZE DISK IN CONCRETE FOUND
- ⊙ 1/2" IRON PIPE FOUND UNLESS NOTED
- ⊕ 80D NAIL FOUND
- ⊗ MAGNAIL FOUND
- ⊗ SPINDLE FOUND
- ⊗ RAILROAD TIE
- ⊗ CALCULATED POINT
- ⊗ PROPERTY LINE
- ( ) RECORD INFORMATION
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCING
- P.O.R. POINT OF REFERENCE
- N.T.S. NOT TO SCALE
- D.R.W.C.TX. DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
- O.R.W.C.TX. OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
- O.P.R.W.C.TX. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
- DISTANCE NOT TO SCALE
- DEED LINE (COMMON OWNERSHIP)
- PROPOSED TEMPORARY EASEMENT LINE

## NOTES:

1. ALL BEARINGS SHOWN ARE BASED ON NAD83/2011/NAV88 TEXAS COORDINATE SYSTEM. CENTRAL ZONE. ALL DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.00012. ALL COORDINATES SHOWN ARE IN SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE SAME FACTOR. PROJECT UNITS ARE IN U.S. SURVEY FEET.
2. THIS SURVEY WAS COMPLETED WITH THE BENEFIT OF TITLE REPORT, PROVIDED BY TITLE RESOURCES GUARANTY COMPANY, OF NO. T-156821, EFFECTIVE DATE JUNE 13, 2022, AND ISSUED DATE JUNE 24, 2022. THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.
3. U.S. 183 ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM AMERICAN STRUCTURE, INC. SCHEMATIC RECEIVED BY SAM, LLC. IN AUGUST, 2020.
4. THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.

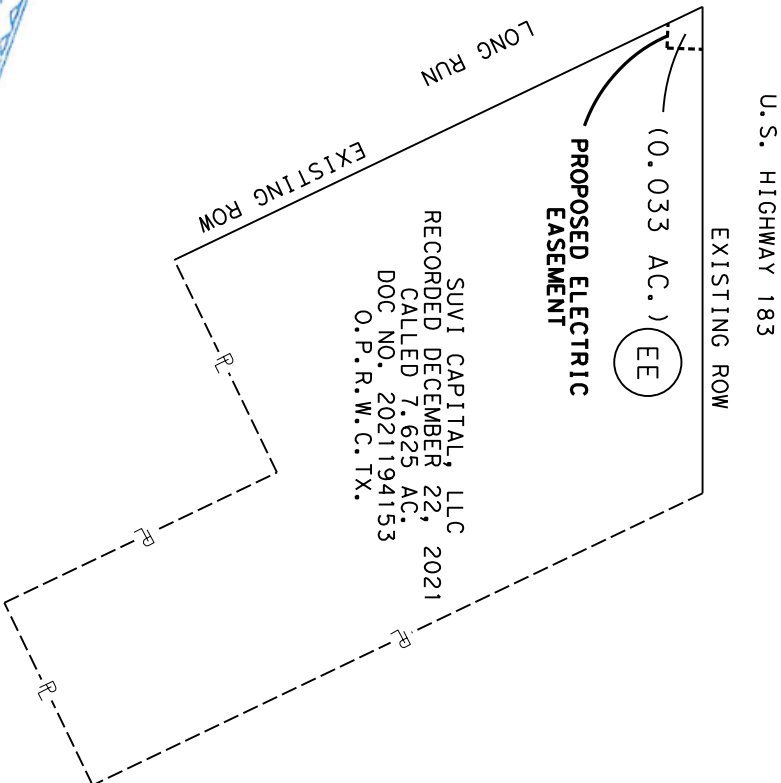
\* AREA CALCULATED BY SAM, LLC.

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

SCOTT C. BRASHEAR  
REGISTERED PROFESSIONAL LAND SURVEYOR  
NO. 6660, STATE OF TEXAS

DATE

7/5/22



FILE: \\saminc\AUS\PROJECTS\1019049922\100\Survey\03Exhibits\PEC\PEC.R2.dgn

EXISTING

7.625 AC.

ACQUIRE

0.000 AC.

REMAINING

7.625 AC. RIGHT

PAGE 5 OF 5  
REF. FIELD NOTE NO. 49049

**SAM**

4801 Southwest Parkway  
Building Two, Suite 100  
Austin, Texas 78735  
(512) 447-0575  
FOX: (512) 326-3029  
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH  
SHOWING PROPERTY OF  
SUVI CAPITAL, LLC  
ELECTRIC EASEMENT  
0.033 AC. (1, 444 SQ. FT.)

**Commissioners Court - Regular Session****39.****Meeting Date:** 08/09/2022

Samsung Possession and Use Agreement for Transportation/Utility Purposes

**Submitted For:** Charlie Crossfield**Submitted By:** Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on a Possession and Use Agreement with Samsung Austin Semiconductor, LLC for 1.533 acres and 52.689 acres needed for Transportation/Utility Purposes on Future County Road and CR 404. (Parcel 12 and Parcel 14) Funding Source: Road Bonds P390F.

**Background**

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**Fiscal Impact**

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

**Attachments**

PUA

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 08/04/2022

**Reviewed By**

Becky Pruitt

**Date**

08/04/2022 11:50 AM

Started On: 08/03/2022 04:16 PM

**POSSESSION AND USE AGREEMENT FOR TRANSPORTATION/UTILITY  
PURPOSES**

**STATE OF TEXAS**

§

§

**COUNTY OF WILLIAMSON**

§

Project: Future County Road and CR 404

This Possession and Use Agreement For Transportation Purposes (the “Agreement”) between **WILLIAMSON COUNTY, TEXAS** (the “County”), and Samsung Austin Semiconductor, LLC, a Delaware limited liability company (the “Grantor” whether one or more), grants to the County, their contractors, agents and all others deemed reasonably necessary by the County, an irrevocable right to possession and use of portions of the Grantor’s property for the purpose of constructing the Future County Road and CR 404 and related appurtenances and utility relocations (the “Roadway Construction Projects”) according, in part, to that certain Williamson County Development Agreement (the “Development Agreement”) recorded under Document No. 2022044232 in the Public Records of Williamson County, Texas. The property subject to this Agreement is described fully in field notes, plat map or other description (attached as “Exhibit “A”) and made a part of this Agreement by reference (the “Property”).

1. For the consideration paid by the County which is set forth in Paragraph 2 below and the Development Agreement, the receipt and sufficiency of which is acknowledged, the Grantor grants, bargains, sells and conveys to the County the right of entry and possession and use of the Property for the purpose of constructing the Roadway Construction Projects and related utility adjustments and appurtenances thereto and the right to remove any improvements. Authorized activities include surveying, inspection, environmental studies, archeological studies, clearing, demolition, construction of permanent improvements, relocating, replacing, and improving existing utility facilities, locating new utility facilities, and other work required to be performed in connection with the Roadway Construction Projects. This Possession and Use Agreement will extend to the County, its contractors and assigns, owners of any existing utilities on the Property and those which may be lawfully permitted on the Property by the County in the future, and all others deemed reasonably necessary by the County for the purpose of the Roadway Construction Projects. This grant will allow the construction, relocation, replacement, repair, improvement, operation and maintenance of utilities on the Property.
2. In full consideration for this irrevocable grant of possession and use and other Grantor and Grantee covenants, warranties, and obligations under this Agreement, the County and Grantor agree to postpone any proceeding with a formal condemnation proceedings so that the parties may engage in additional good faith efforts to negotiate all available monetary and non-monetary compensation alternatives for acceptable conveyance of the Property upon terms which are acceptable to the parties herein. The County will be entitled to take possession and use of the Property upon full execution and recording of this document by County in the Official Records of Williamson County, subject to the conditions in Paragraph 13 below, if any. The parties agree that the conditions and representations in this Agreement and the Development Agreement represent adequate and full compensation for the possession and use of the Property.

3. The effective date of this Agreement will be the date on which the final required party executes the Agreement (the "Effective Date").
4. The Grantor warrants and represents by, through, or under Grantor but not otherwise, that, except for the Permitted Encumbrances (defined below), the title to the Property is free and clear of all liens and encumbrances (and any subsequent updates prior to the Effective Date) that would interfere with the Roadway Construction Projects, and that, if required, proper releases will be executed for the Property prior to the commencement of the Roadway Construction Projects project work. The Grantor further warrants that no other person or entity owns an interest in the fee title to the Property and further agrees to indemnify the County from all unreleased or undisclosed liens, claims or encumbrances affecting the Property.
5. The parties agree that the valuation date for determining the amount of just compensation for the real property interest proposed to be acquired by the County in the Property, for negotiation or eminent domain proceeding purposes, will be the Effective Date of this Agreement.
6. This Agreement is made with the understanding that the County will continue to proceed with acquisition of interest(s) in the Property as described in the Development Agreement and as further required by the County. The Grantor reserves all rights of compensation for the proposed interest(s) in and to the Property which the Grantor holds as of the time immediately prior to the Effective Date of this Agreement. This Agreement shall in no way prejudice the Grantor's rights to receive full and just compensation as allowed by law for the proposed interests in and to the Property to be acquired by the County, encumbered with the improvements thereon, if any, and damages, if any, to the remainder of the Grantor's interest in any larger tract of which the Property is a part (the "Remainder"), all as the Property exists on the Effective Date of this Agreement. The County's removal or construction of improvements on the Property shall in no way affect the fair market value of the Property in determining compensation due to the Grantor in the eminent domain proceedings, except as such removal or construction of improvements may impact or damage the Remainder. No beneficial project influence will impact the appraised value of the Property to be acquired. This grant will not prejudice the Grantor's rights to any relocation benefits for which Grantor may be eligible.
7. In the event the County institutes or has instituted eminent domain proceedings, the County will not be liable to the Grantor for interest upon any award or judgment as a result of such proceedings for any period of time prior to the date of the award. Payment of any interest may be deferred by the County until sixty (60) days after entry of judgment.
8. The purpose of this Agreement is to allow the County to proceed with its Roadway Construction Projects without delay and to allow the Grantor and Grantee to continue negotiations for monetary and/or non-monetary alternative forms of compensation for the Property which is acceptable to both parties. The Grantor expressly acknowledges that the proposed Roadway Construction Projects is for a valid public use and voluntarily waives any right the Grantor has or may have, known or unknown, to contest the jurisdiction of the court in any condemnation proceeding for acquisition of the Property related to the Roadway

Construction Projects, based upon claims that the condemning authority has no authority to acquire the Property through eminent domain, has no valid public use for the Property, or that acquisition of the Property is not necessary for the public use.

9. The undersigned Grantor agrees to pay as they become due, all unpaid ad valorem property taxes and special assessments assessed against Property as of the Effective Date until the Property has been conveyed to the County.
10. Notwithstanding the acquisition of right of possession to the Property by the County in a condemnation proceeding by depositing the Special Commissioners' award into the registry of the court, less any amounts tendered to the Grantor pursuant to Paragraph 2 above, this Agreement shall continue to remain in effect until the County acquires title to the Property either by negotiation, settlement, or final court judgment.
11. This Agreement will also extend to and bind the heirs, devisees, executors, administrators, legal representatives, successors in interest and assigns of the parties.
12. It is agreed the County will record this document.
13. To the extent allowed by law, Grantee agrees to defend, indemnify and hold Grantor and its successors and assigns, and Grantor property harmless from any and all injuries, losses, liens, claims judgments, liabilities, costs, expenses or actual damages (including reasonable attorneys' fees and court costs) that are incurred by Grantor to the extent arising out of or in connection with the Roadway Construction Projects work by Grantee or its authorized representatives and agents.
14. This Agreement is granted and accepted subject to any and all easements, covenants, rights-of-way, conditions, restrictions, encumbrances, mineral reservations and royalty reservations, if any, relating to the property, including but not limited to (a) the Exxon/Winks Pipeline, (b) natural gas lines, (c) any existing water, wastewater, fire water, or drainage facilities, and (d) any easements contemplated or included in the Chapter 212 Development Agreement with the City of Taylor Texas, recorded as Document Number 2022044163 in the Public Records of Williamson County, Texas, the Development Agreement with Williamson County, recorded as Document Number 2022044232 in the Public Records of Williamson County, Texas, and that certain Water Utility Easement by and between Grantor and the City of Hutto, Texas, recorded as Document No. 2022061139 in the Public Records of Williamson County, Texas (the "Permitted Encumbrances").
15. Exxon/Winks Pipeline Relocation. So long as such relocation does not unreasonably interfere with the Roadway Construction Projects, Grantor or its designee reserves the right to relocate relevant portions of the Exxon/Winks Pipeline such that it crosses the Property. Grantee shall grant to the pipeline owner/operator at no cost to the Company, one or more nonexclusive perpetual easements for the purposes of such relocation. Such encroachment is subject to review and approval by Grantee, which shall not be unreasonably withheld.
16. Other conditions: N/A

At no time during the possession of the Property by County for the purposes described herein shall Grantor be denied reasonable access and/or ingress to or egress from the remainder of Grantor's land for its current uses, unless otherwise agreed to in writing in advance.

To have and to hold the Agreement herein described and conveyed, together with all the rights and appurtenances belonging to the County and its assigns forever, for the purposes and subject to the limitations set forth above.

*[signature pages follow]*

**GRANTOR:**

Samsung Austin Semiconductor, LLC,  
a Delaware limited liability company

By: 

Name: Sangki Bae

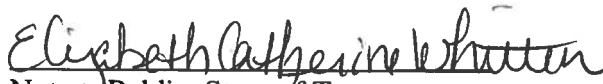
Its: CFO

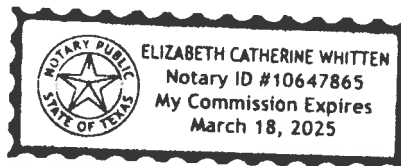
**ACKNOWLEDGMENT**

STATE OF Texas

COUNTY OF Travis

This instrument was acknowledged before me on this the 2 day of August, 2022 by Sangki Bae, in the capacity and for the purposes and consideration recited herein.

  
Notary Public, State of Texas





**COUNTY:**

WILLIAMSON COUNTY, TEXAS

By: \_\_\_\_\_  
Bill Gravell, Jr.  
County Judge

**ACKNOWLEDGMENT**

**STATE OF TEXAS**  
**COUNTY OF WILLIAMSON**

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 2022  
by Bill Gravell, Jr., County Judge of Williamson County, Texas, in the capacity and for the  
purposes and consideration recited herein.

\_\_\_\_\_  
Notary Public, State of Texas

## EXHIBIT "A"

County: Williamson  
Parcel No.: 12  
Highway: C.R. 401/404  
Limits: From: FM 973  
To: Intersection of US 79

Page 1 of 4  
June 24, 2022

### PROPERTY DESCRIPTION FOR PARCEL 12

DESCRIPTION OF A 1.533 ACRE (66,767 SQ. FT.) PARCEL OF LAND LOCATED IN THE H.Y. & B.R.R. CO. SURVEY NO. 2, ABSTRACT NO. 634, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 100.57 ACRE TRACT OF LAND, DESCRIBED IN A DEED TO SAMSUNG AUSTIN SEMICONDUCTOR, LLC, RECORDED DECEMBER 3, 2021 IN DOCUMENT NO. 2021184352, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.); SAID 1.533 ACRE (66,767 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 5/8-inch iron rod with a plastic cap stamped "Bryan Tech Services" found 68.85 feet left of County Road 404 (C.R. 404) Engineer's Centerline Station (E.C.S.) 228+30.41 on the existing north right-of-way line of C.R. 404, a variable width right-of-way as described to Williamson County in Volume 361, Page 175, Deed Records of Williamson County, Texas (D.R.W.C.TX.), for the southeast corner of a called 2.00 acre tract of land, described in a deed to Samsung Austin Semiconductor, LLC, recorded in Document No. 2021184507, O.P.R.W.C.TX., from which a 5/8-inch iron rod with a plastic cap stamped "Bryan Tech Services" found for the northeast corner of said 2.00 acre tract bears N 07°49'03" E, a distance of 53.26 feet;

**THENCE** S 54°51'34" E, departing the existing north right-of-way line of said C.R. 404, over and across said C.R. 404, a distance of 131.97 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" (Surface Coordinates: N=10,171,022.32, E=3,204,927.75) set 8.29 feet left of C.R. 404 E.C.S. 229+47.67 at the intersection of the existing south right-of-way line of said C.R. 404 and the proposed south right-of-way line of C.R. 404, for the northwest corner and the **POINT OF BEGINNING** of the parcel described herein;

1) **THENCE** S 82°05'50" E, departing the proposed south right-of-way line of said C.R. 404, with the existing south right-of-way line of said C.R. 404, a distance of 799.77 feet to a calculated point at the intersection of the existing south right-of-way line of said C.R. 404 and the existing west right-of-way line of Farm to Market Road 973 (F.M. 973), a 200 foot wide right-of-way, recorded in Volume 1717, Page 543, D.R.W.C.TX., as depicted in TxDOT right-of-way strip map CSJ No. 2295-01-007, dated 1992, for the northeast corner of said 100.57 acre tract and the parcel described herein;

2) **THENCE** S 07°26'52" W, departing the existing south right-of-way line of said C.R. 404, with the existing west right-of-way line of said F.M. 973, a distance of 289.58 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 282.35 feet right of C.R. 404 E.C.S. 237+49.35 on the proposed south right-of-way line of said C.R. 404, for the southeast corner of the parcel described herein;

## EXHIBIT “A”

County: Williamson  
Parcel No.: 12  
Highway: C.R. 401/404  
Limits: From: FM 973  
To: Intersection of US 79

Page 2 of 4  
June 24, 2022

**THENCE** departing the existing west right-of-way line of said F.M. 973, with the proposed south right-of-way line of said C.R. 404, over and across said 100.57 acre tract, the following three (3) courses and distances numbered 3-5:

- 3) N 07°32'23" W, a distance of 222.30 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 68.00 feet right of C.R. 404 E.C.S. 236+90.45, for an interior corner of the parcel described herein,
- 4) N 82°10'24" W, a distance of 742.76 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 68.00 feet right of C.R. 404 E.C.S. 229+47+68, for the southwest corner of the parcel described herein, and
- 5) N 07°49'03" E, a distance of 76.29 feet to the **POINT OF BEGINNING**, and containing 1.533 acres (66,767 sq. ft.) of land, more or less.

This property description is accompanied by a separate plat of even date.

**Bearing Basis:**

All bearings shown are based on the Texas Coordinate System, Central Zone, NAD 83/2011. All distances shown are surface and may be converted to grid by dividing by a Surface Adjustment Factor of 1.00012352. Units: U.S. Survey Feet.

THE STATE OF TEXAS                   §  
  §                   KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF TRAVIS   §

That I, Scott C. Brashear, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on the date shown below.

# Preliminary

06/24/2022 10:50:08 AM

**SURVEYING AND MAPPING, LLC**  
**4801 Southwest Pkwy**  
**Building Two, Suite 100**  
**Austin, Texas 78735**  
**TX. Firm No. 10064300**

Scott C. Brashear  
Registered Professional Land Surveyor  
No. 6660 – State of Texas

**P.O.R.**  
5/8" W/PCAP  
"BRYAN TECH SERVICES"

**B**

**P.O.C.**  
5/8" W/PCAP  
"BRYAN TECH SERVICES"  
228+30.41  
68.85' LT

**A**

L2

TONY DANIEL MICHALIK  
WEST 1/2 OF 150 AC.  
CALLED 75 AC.  
VOL. 440, PG. 579  
D.R.W.C.TX.

BEVERLEY ANN  
GRACE AND  
HUSBAND CRAIG  
THOMAS GRACE  
CALLED 0.35 AC.  
VOL. 697,  
PG. 920  
D.R.W.C.TX.

TONY DANIEL MICHALIK  
WEST 1/2 OF 150 AC.  
CALLED 75 AC.  
VOL. 440, PG. 579  
D.R.W.C.TX.

SURVEY NO. 7, H.Y. & B.R.R. CO ABSTRACT NO. 315

APPROXIMATE LOCATION OF SURVEY LINE

EXISTING ROW

**P.O.B.**  
N=10,171,022.32  
E=3,204,927.75  
229+47.67  
8.29' LT

C.R. 404 NORTH  
VARIABLE WIDTH R.O.W.

(S82°09'51"E 1,677.53')  
S82°05'50"E 799.77'

WILLIAMSON COUNTY  
VOL. 361, PG. 175  
D.R.W.C.TX.

PROPOSED WATERLINE EASEMENT

230+00 S82°10'24"E 1,506.92'

235+00

C.R. 404  
ENGINEER'S CENTERLINE

(12) (1.533 AC.)

N82°10'24"W 742.76'

PROPOSED ROW

229+47.68  
68.00' RT

236+90.45  
68.00' RT

NOT 32' 23" W 222.30'  
(N08°53'E 2,404.16')

237+49.35  
282.35' RT

EXISTING ROW S07°26'52"W 289.58'

SAMSUNG AUSTIN  
SEMICONDUCTOR, LLC  
CALLED 100.57 AC.  
DOC. NO. 2021184352  
RECORDED DECEMBER 3, 2021  
O.P.R.W.C.TX.

**LINE TABLE**

LINE NO.	BEARING	DISTANCE
L1	S54°51'34"E	131.97'
L2	N07°49'03"E	53.26'
L3	N07°49'03"E	76.29'

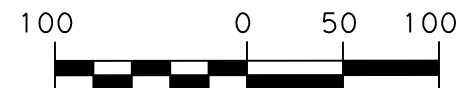
SURVEY NO. 2, H.Y. & B.R.R. CO ABSTRACT NO. 634

F.M. 973  
(200' WIDE R.O.W.)  
CSJ NO. 2295-01-007  
DATED 1992

VOL. 1717, PG. 543  
D.R.W.C.TX.

PROPOSED WATERLINE EASEMENT

LINE NO.	BEARING	DISTANCE
L1	S54° 51' 34"E	131.97'
L2	N07° 49' 03"E	53.26'
L3	N07° 49' 03"E	76.29'



GRAPHIC SCALE  
SCALE: 1" = 100'  
WILLIAMSON COUNTY, TEXAS



FILE:\\saminc\AUS\PROJECTS\1020058261B\100\Survey\03Exhibits\12\PLAT\03\P-12\_PART\_1.dgn

PAGE 3 OF 4

REF. FIELD NOTE NO. 48903

EXISTING	100.57 AC.	ACQUIRE	1.533 AC.	REMAINING	99.037 AC.	RIGHT
----------	------------	---------	-----------	-----------	------------	-------



4801 Southwest Parkway  
Building Two, Suite 100  
Austin, Texas 78735  
(512) 447-0575  
Fax: (512) 326-3029  
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH  
SHOWING PROPERTY OF  
SAMSUNG AUSTIN  
SEMICONDUCTOR, LLC  
PARCEL 12  
1.533 AC. (66,767 SQ. FT.)

# LEGEND

# EXHIBIT "A"

- 5/8" IRON ROD SET WITH ALUMINUM CAP  
STAMPED "WILLIAMSON COUNTY"
- 1/2" IRON ROD FOUND UNLESS NOTED
- ◊ FENCE POST (TYPE NOTED)
- TYPE I CONCRETE MONUMENT FOUND
- ◻ TXDOT TYPE II BRONZE DISK IN CONCRETE FOUND
- ⊙ 1/2" IRON PIPE FOUND UNLESS NOTED
- ▲ 80D NAIL FOUND
- ⊕ MAGNAIL FOUND
- ⊗ SPINDLE FOUND
- ✕ RAILROAD TIE
- △ CALCULATED POINT
- 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
- 1 --- DISTANCE NOT TO SCALE
- 1 --- DEED LINE (COMMON OWNERSHIP)

A  
SAMSUNG AUSTIN  
SEMICONDUCTOR, LLC  
CALLED 2.000 AC.  
DOC. NO. 2021184507  
O.P.R.W.C. TX.

B  
SAMSUNG AUSTIN  
SEMICONDUCTOR, LLC  
CALLED 140.37 AC.  
DOC. NO. 2021184511  
O.P.R.W.C. TX.

C.R. 404

12 (1.533 AC.)

SAMSUNG AUSTIN  
SEMICONDUCTOR, LLC  
CALLED 100.57 AC.  
DOC. NO. 2021184352  
RECORDED DECEMBER 3, 2021  
O.P.R.W.C. TX.

PARENT TRACT  
NOT TO SCALE

F.M. 973

## NOTES:

1. ALL BEARINGS SHOWN ARE BASED ON NAD83/2011/NAVD88 TEXAS COORDINATE SYSTEM, CENTRAL ZONE. ALL DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.00012352. 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. C.R. 404 ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM HNTB. SCHEMATIC RECEIVED BY SAM, LLC. IN AUGUST, 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

06/24/2022 10:50:16 AM

SCOTT C. BRASHEAR  
REGISTERED PROFESSIONAL LAND SURVEYOR  
NO. 6660, STATE OF TEXAS

DATE

FILE: \\saminc\AUS\PROJECTS\1020058261B\100\Survey\03Exhibits\12\PLAT\03\P-12\_PART\_1.dgn

EXISTING	100.57 AC.	ACQUIRE	1.533 AC.	REMAINING	99.037 AC. RIGHT
----------	------------	---------	-----------	-----------	------------------



4801 Southwest Parkway  
Building Two, Suite 100  
Austin, Texas 78735  
(512) 447-0575  
Fax: (512) 326-3029  
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH  
SHOWING PROPERTY OF  
SAMSUNG AUSTIN  
SEMICONDUCTOR, LLC  
PARCEL 12  
1.533 AC. (66,767 SQ. FT.)

PAGE 4 OF 4  
REF. FIELD NOTE NO. 48903

## EXHIBIT "A"

County: Williamson  
Parcel No.: 14  
Highway: Future County Road  
Limits: From: C.R. 404  
To: F.M. 973

Page 1 of 16  
June 23, 2022

### PROPERTY DESCRIPTION FOR PARCEL 14

DESCRIPTION OF A 52.689 ACRE (2,295,133 SQ. FT.) PARCEL OF LAND LOCATED IN THE H.T. & B.R.R. CO. SURVEY NO. 1, ABSTRACT NO. 318, THE H.T. & B.R.R. CO. SURVEY NO. 2, ABSTRACT NO. 636, AND IN THE JACOB EBBERLY SURVEY, ABSTRACT NO. 923, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 23.58 ACRE TRACT OF LAND, DESCRIBED IN A DEED TO SAMSUNG AUSTIN SEMICONDUCTOR, LLC, RECORDED DECEMBER 6, 2021 IN DOCUMENT NO. 2021184841, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.), A PORTION OF A CALLED 33.62 ACRE TRACT OF LAND, DESCRIBED AS TRACT 1 PARCEL A IN A DEED TO SAMSUNG AUSTIN SEMICONDUCTOR, LLC, RECORDED DECEMBER 6, 2021 IN DOCUMENT NO. 2021184917, O.P.R.W.C.TX., A PORTION OF A CALLED 159.14 ACRE TRACT OF LAND, DESCRIBED AS TRACT 2 IN A DEED TO SAMSUNG AUSTIN SEMICONDUCTOR, LLC, RECORDED DECEMBER 3, 2021 IN DOCUMENT NO. 2021184492, O.P.R.W.C.TX., AND A PORTION OF A CALLED 11.02 ACRE TRACT OF LAND, DESCRIBED IN A DEED TO SAMSUNG AUSTIN SEMICONDUCTOR, LLC, RECORDED DECEMBER 3, 2021 IN DOCUMENT NO. 2021184141, O.P.R.W.C.TX.; SAID 52.689 ACRE (2,295,133 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 TXDOT Type II Bronze Disk in concrete found 149.79 feet left of Future County Road Engineer's Centerline Station (E.C.S.) 372+41.47 on the existing west right-of-way line of F.M. 973, a variable width right-of-way, no record information found, and as depicted in TXDOT right-of-way strip map CSJ No. 2295-01-012, same being the east line of said 11.02 acre tract;

**THENCE** S 07°26'52" W, with the existing west right-of-way line of said F.M. 973, a distance of 15.95 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" (Surface Coordinates: N=10,167,530.84, E=3,205,319.20) set 107.82 feet left of Future County Road E.C.S. 372+62.67 on the proposed north right-of-way line of Future County Road, for the northeast corner and the **POINT OF BEGINNING** of the parcel described herein;

1) **THENCE** S 07°26'52" W, departing the proposed north right-of-way line of said Future County Road, continuing with the existing west right-of-way line of said F.M. 973, a distance of 201.84 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 68.00 feet right of Future County Road E.C.S. 372+42.59, for the northeast corner of a remainder of a called 100.43 acre tract of land, described in a deed to Howard E. Teichelman, Jr. and Margaret Teichelman, husband and wife, recorded in Document No. 2011011311, O.P.R.W.C.TX., same being the southeast corner of said 11.02 acre tract and the parcel described herein,

2) **THENCE** N 82°15'31" W, departing the existing west right-of-way line of said F.M. 973, with the common line of said 11.02 acre tract and said remainder of a called 100.43 acre tract, passing at a distance of 1,906.35 feet a 1/2-inch iron rod found on the north line of a called 93.583 acre tract of land described in a deed to M. Moore Family Farms, LLC, a Texas Limited Liability Company, recorded in Document No. 2018097226, O.P.R.W.C.TX., for the southwest corner of said 11.02 acre tract, same being the southeast corner of said 159.14 acre tract, and continuing with the common line of said 159.14 acre tract and said 95.583 acre tract for a total distance of 3,839.74 feet to a 1/2-inch iron rod found 68.00 feet right of Future County Road E.C.S. 334+02.85 on the east line of said 33.62 acre tract, for the northwest corner of said 95.583 acre tract, same being the southwest corner of said 159.14 acre tract,

## EXHIBIT "A"

County: Williamson  
Parcel No.: 14  
Highway: Future County Road  
Limits: From: C.R. 404  
To: F.M. 973

Page 2 of 16  
June 23, 2022

**THENCE** departing the common line of said 159.14 acre tract and said 95.583 acre tract, with the common line of said 33.62 acre tract and said 93.583 acre tract, the following two (2) courses and distances numbered 3-4:

- 3) S 07°05'56" W a distance of 204.65 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 272.64 feet right of Future County Road E.C.S. 334+05.14, on the proposed south right-of-way line of said Future County Road, and
- 4) S 07°05'56" W a distance of 638.67 to a 2-inch iron pipe found 911.28 feet right of Future County Road E.C.S. 334+12.30 for the most easterly northeast corner of a called 242.54 acre tract of land, described in a deed to Billy R. Trimble and Wife, Betty O' Brien Trimble, recorded in Volume 2420, Page 29, Official Public Records of Williamson County, Texas (O.R.W.C.TX.), same being the southeast corner of said 33.62 acre tract.

**THENCE** departing the common line of said 33.62 acre tract and said 93.583 acre tract, with the common line of said 33.62 acre tract and said 242.54 acre tract, the following three (3) courses and distances numbered 5-7:

- 5) N 39°26'26" W a distance of 834.63 feet to a calculated point 263.22 feet right of Future County Road E.C.S. 327+90.34,
- 6) N 34°42'12" W a distance of 91.02 feet to a calculated point 196.52 feet right of Future County Road E.C.S. 327+34.62, and
- 7) S 84°59'48" W a distance of 145.56 feet to a calculated point 230.80 feet right of Future County Road E.C.S. 325+93.15, for the most northerly northeast corner of said 242.54 acre tract, same being the most easterly northeast corner of a called 23.63 acre tract of land, described in a deed to John William Wilder, recorded in Volume 2406, Page 378, O.R.W.C.TX., being further described in Volume 547, Page 614, Deed Records of Williamson County, Texas (D.R.W.C.TX.)

**THENCE** departing the common line of said 33.62 acre tract and said 242.54 acre tract, along the common line of said 33.62 acre tract and said 26.63 acre tract, the following three (3) courses and distances numbered 8-10:

- 8) N 82°12'12" W a distance of 424.84 feet to a calculated point 236.86 feet right of Future County Road E.C.S. 321+68.35, same being the southwest corner of said 33.62 acre tract,
- 9) N 07°29'13" E a distance of 37.03 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 199.84 feet right of Future County Road E.C.S. 321+67.62, on the south proposed right-of-way of Future County Road, and
- 10) N 07°29'13" E a distance of 105.40 feet to a calculated point 94.45 feet right of Future County Road E.C.S. 321+65.54, for the most northerly northeast corner of said 26.63 acre tract and the southeast corner of said 23.58 acre tract.

## EXHIBIT "A"

County: Williamson  
Parcel No.: 14  
Highway: Future County Road  
Limits: From: C.R. 404  
To: F.M. 973

Page 3 of 16  
June 23, 2022

11) **THENCE** N 81°50'40" W, departing the common line of said 33.62 acre tract and said 26.63 acre tract, with the common line of said 23.58 acre tract and said 26.63 acre tract, a distance of 2,604.68 feet to a railroad spike found 115.31 feet right of Future County Road E.C.S. 295+60.94 on the existing east right-of-way line of C.R. 404, a variable width right-of-way as described to Williamson County in Volume 393, Page 118, for the northwest corner of said 26.63 acre tract, same being the southwest corner of said 23.58 acre tract and the parcel described herein,

12) **THENCE** N 07°34'33" E, departing the common line of said 26.63 acre tract and said 23.58 acre tract, with the existing east right-of-way line of said C.R. 404, a distance of 288.15 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 172.79 feet left of Future County Road E.C.S. 295+55.72, on the proposed north right-of-way line of said Future County Road, for the northwest corner of the parcel described herein.

13) **THENCE** S 82°12'22" E departing the existing right-of-way line of said C.R. 404, with the proposed north right-of-way line of said Future County Road, over and across said 23.58 acre tract, said 33.62 acre tract, said 159.14 acre tract, and said 11.02 acre tract, a distance of 7,675.80 feet to the **POINT OF BEGINNING**, and containing 52.689 acres (2,295,133 sq. ft.) of land, more or less.

This property description is accompanied by a separate plat of even date.

Bearing Basis:

All bearings shown are based on the Texas Coordinate System, Central Zone, NAD 83/2011. All distances shown are surface and may be converted to grid by dividing by a Surface Adjustment Factor of 1.00012352. Units: U.S. Survey Feet.

THE STATE OF TEXAS                   §  
   §                   KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF TRAVIS                   §

That I, Scott C. Brashear, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on the date shown below.

# Preliminary

06/23/2022 3:19:30 PM

**SURVEYING AND MAPPING, LLC**  
**4801 Southwest Pkwy**  
**Building Two, Suite 100**  
**Austin, Texas 78735**  
**TX. Firm No. 10064300**

Scott C. Brashear  
Registered Professional Land Surveyor  
No. 6660 – State of Texas



# EXHIBIT "A"

## LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	S07°26'52"W	15.95'

SAMSUNG AUSTIN  
SEMICONDUCTOR, LLC  
CALLED 35.18 AC.  
DOC. NO. 2021183985  
O.P.R.W.C. TX.

JACOB EBBERLY SURVEY  
ABSTRACT NO. 923

P.O.C.  
372+41.47  
149.79' LT

S82°12'22"E 7,675.80'

PROPOSED WATERLINE EASEMENT

PROPOSED ROW

SAMSUNG AUSTIN  
SEMICONDUCTOR, LLC  
CALLED 11.02 AC.  
RECORDED DECEMBER 3, 2021  
DOC. NO. 2021184141  
O.P.R.W.C. TX.

P.O.B.  
N=10,167,530.84  
E=3,205,319.20  
372+62.67  
107.82' LT

FUTURE COUNTY ROAD  
ENGINEER'S CENTERLINE

S82°15'31"E 3,939.71'

14 (52.689 AC.)  
FUTURE COUNTY ROAD

370+00

(N82°16'01"W 1,907.29')

1,906.35'

N82°15'31"W 3,839.74'

M. MOORE FAMILY FARMS, LLC,  
A TEXAS LIMITED  
LIABILITY COMPANY  
CALLED 93.583 AC.  
DOC. NO. 2018097226  
O.P.R.W.C. TX.

HOWARD E. TEICHELMAN, JR. AND  
MARGARET TEICHELMAN, HUSBAND AND WIFE  
REMAINDER OF A  
CALLED 100.43 AC.  
DOC. NO. 2011011311  
O.P.R.W.C. TX.

(S07°23'06"W 252.02')

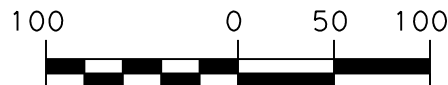
S07°26'52"W 201.84'

EXISTING ROW

372+42.59  
68.00' RT

F.M. 973  
(VARIABLE WIDTH R.O.W.)  
NO RECORD INFORMATION FOUND  
CSJ: 2295-01-012

EXISTING ROW



GRAPHIC SCALE  
SCALE: 1" = 100'  
WILLIAMSON COUNTY, TEXAS



FILE: \\saminc\AUS\PROJECTS\1020058261B\100\Survey\03Exhibits\14\PLAT\01\P-14\_1.dgn  
PAGE 4 OF 16  
REF. FIELD NOTE NO. 49244

EXISTING	227.36 AC.	ACQUIRE	52.689 AC.	REMAINING	174.671 AC. LEFT
				REMAINING	0.000 AC. RIGHT



4801 Southwest Parkway  
Building Two, Suite 100  
Austin, Texas 78735  
(512) 447-0575  
Fax: (512) 326-3029  
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH  
SHOWING PROPERTY OF  
SAMSUNG AUSTIN SEMICONDUCTOR, LLC  
PARCEL 14  
52.689 AC. (2,295,133 SQ. FT.)

JACOB EBBERLY SURVEY  
ABSTRACT NO. 923

EXHIBIT "A"

SAMSUNG AUSTIN  
SEMICONDUCTOR, LLC  
CALLED 35.18 AC.  
DOC. NO. 2021183985  
O.P.R.W.C. TX.

PROPOSED WATERLINE EASEMENT

S82° 12' 22" E 7,675.80'

PROPOSED ROW

14 (52.689 AC.)  
FUTURE COUNTY ROAD

SAMSUNG AUSTIN  
SEMICONDUCTOR, LLC  
CALLED 11.02 AC.  
RECORDED DECEMBER 3, 2021  
DOC. NO. 2021184141  
O.P.R.W.C. TX.

S82° 15' 31" E 892.47'

FUTURE COUNTY ROAD  
ENGINEER'S CENTERLINE

S82° 15' 31" E 3,939.71'

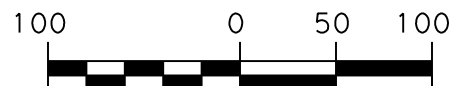
360+00

365+00

(N82° 16' 01" W 1,907.29')  
1,906.35'

N82° 15' 31" W 3,839.74'

M. MOORE FAMILY FARMS, LLC,  
A TEXAS LIMITED LIABILITY COMPANY  
CALLED 93.583 AC.  
DOC. NO. 2018097226  
O.P.R.W.C. TX.



GRAPHIC SCALE  
SCALE: 1" = 100'  
WILLIAMSON COUNTY, TEXAS



FILE: \\saminc\AUS\PROJECTS\1020058261B\100\Survey\03Exhibits\14\PLAT\01\P-14\_2.dgn  
PAGE 5 OF 16  
REF. FIELD NOTE NO. 49244

EXISTING	227.36 AC.	ACQUIRE	52.689 AC.	REMAINING	174.671 AC. LEFT
				REMAINING	0.000 AC. RIGHT



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SHOWING PROPERTY OF  
SAMSUNG AUSTIN SEMICONDUCTOR, LLC  
PARCEL 14  
52.689 AC. (2,295,133 SQ. FT.)

# EXHIBIT "A"

JACOB EBBERLY SURVEY  
ABSTRACT NO. 923

SAMSUNG AUSTIN  
SEMICONDUCTOR, LLC  
TRACT 2  
CALLED 159.14 AC.  
RECORDED DECEMBER 3, 2021  
DOC. NO. 2021184492  
O. P. R. W. C. TX.

SAMSUNG AUSTIN  
SEMICONDUCTOR, LLC  
CALLED 35.18 AC.  
DOC. NO. 2021183985  
O. P. R. W. C. TX.

PROPOSED WATERLINE EASEMENT

S82° 12' 22" E 7,675.80'

PROPOSED ROW

SAMSUNG AUSTIN  
SEMICONDUCTOR, LLC  
CALLED 11.02 AC.  
RECORDED DECEMBER 3, 2021  
DOC. NO. 2021184141  
O. P. R. W. C. TX.

FUTURE COUNTY ROAD  
ENGINEER'S CENTERLINE

S82° 15' 31" E 3,939.71'

350+00

(52.689 AC.)  
14 FUTURE COUNTY ROAD

355+00

(N82° 16' 01" W 1,933.26')

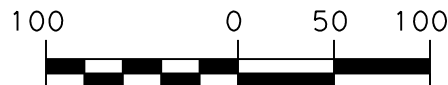
(N82° 16' 01" W 1,907.29')

1,933.39'

1,906.35'

N82° 15' 31" W 3,839.74'

M. MOORE FAMILY FARMS, LLC,  
A TEXAS LIMITED LIABILITY COMPANY  
CALLED 93.583 AC.  
DOC. NO. 2018097226  
O. P. R. W. C. TX.



GRAPHIC SCALE  
SCALE: 1" = 100'  
WILLIAMSON COUNTY, TEXAS



FILE: \\saminc\AUS\PROJECTS\1020058261B\100\Survey\03Exhibits\14\PLAT\01\P-14\_1.dgn  
PAGE 6 OF 16  
REF. FIELD NOTE NO. 49244

EXISTING	227.36 AC.	ACQUIRE	52.689 AC.	REMAINING	174.671 AC. LEFT
				REMAINING	0.000 AC. RIGHT



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RIGHT-OF-WAY SKETCH  
SHOWING PROPERTY OF  
SAMSUNG AUSTIN SEMICONDUCTOR, LLC  
PARCEL 14  
52.689 AC. (2,295,133 SQ. FT.)

# EXHIBIT "A"

JACOB EBBERLY SURVEY  
ABSTRACT NO. 923

SAMSUNG AUSTIN  
SEMICONDUCTOR, LLC  
TRACT 2  
CALLED 159.14 AC.  
RECORDED DECEMBER 3, 2021  
DOC. NO. 2021184492  
O.P.R.W.C. TX.

PROPOSED WATERLINE EASEMENT

S82° 12' 22"E 7,675.80'

PROPOSED ROW

FUTURE COUNTY ROAD  
ENGINEER'S CENTERLINE

S82° 15' 31"E 3,939.71'

340+00

14

(52.689 AC.)

345+00

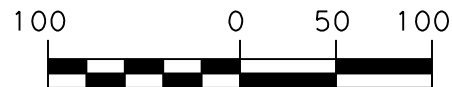
FUTURE COUNTY ROAD

(N82° 16' 01"W 1,933.26')

1,933.39'

N82° 15' 31"W 3,839.74'

M. MOORE FAMILY FARMS, LLC,  
A TEXAS LIMITED LIABILITY COMPANY  
CALLED 93.583 AC.  
DOC. NO. 2018097226  
O.P.R.W.C. TX.



GRAPHIC SCALE  
SCALE: 1" = 100'  
WILLIAMSON COUNTY, TEXAS



FILE: \\saminc\AUS\PROJECTS\1020058261B\100\Survey\03Exhibits\14\PLAT\01\P-14\_2.dgn  
PAGE 7 OF 16  
REF. FIELD NOTE NO. 49244

EXISTING	227.36 AC.	ACQUIRE	52.689 AC.	REMAINING	174.671 AC. LEFT
				REMAINING	0.000 AC. RIGHT



4801 Southwest Parkway  
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Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH  
SHOWING PROPERTY OF  
SAMSUNG AUSTIN SEMICONDUCTOR, LLC  
PARCEL 14  
52.689 AC. (2,295,133 SQ. FT.)

H.T. & B.R.R. CO  
SURVEY NO. 1,318  
ABSTRACT NO.

SAMSUNG AUSTIN  
SEMICONDUCTOR, LLC  
TRACT 1 PARCEL A  
CALLED 33.62 AC.  
RECORDED DECEMBER 6, 2021  
DOC. NO. 2021184917  
O.P.R.W.C. TX.

ENGINEER'S CENTERLINE  
CURVE DATA  
PI Sta 332+46.51  
N = 10,167,965.10  
E = 3,201,324.24  
Δ = 14°54'53.58" (RT)  
D = 04°46'28.73"  
L = 312.38'  
T = 157.08'  
R = 1,200.00'  
PC Sta 330+90.33  
PT Sta 334+02.71

EXHIBIT "A"

H.Y. & B.R.R. CO  
SURVEY NO. 2,636  
ABSTRACT NO.

JACOB EBBERLY SURVEY  
ABSTRACT NO. 923

SAMSUNG AUSTIN  
SEMICONDUCTOR, LLC  
TRACT 2  
CALLED 159.14 AC.  
RECORDED DECEMBER 3, 2021  
DOC. NO. 2021184492  
O.P.R.W.C. TX.

PROPOSED WATERLINE EASEMENT

S82°12'22"E 7,675.80'

PROPOSED ROW

MATCH SHEET 11 OF 16

MATCH SHEET 7 OF 16

PRC 330+90.33

331+00

PT 334+02.71

335+00

334+02.85  
68.00' RT

S07°05'56"W 204.65'  
(S07°05'14"W 843.78')

334+05.14  
272.64' RT

ENGINEER'S CENTERLINE  
CURVE DATA  
PI Sta 329+25.00  
N = 10,167,924.71  
E = 3,201,003.32  
Δ = 15°47'17.15" (LT)  
D = 04°46'28.73"  
L = 330.67'  
T = 166.39'  
R = 1,200.00'  
PC Sta 327+59.67  
PT Sta 330+90.33

PROPOSED ROW

FUTURE COUNTY ROAD  
ENGINEER'S CENTERLINE

14 (52.689 AC.)  
FUTURE COUNTY ROAD

(N82°16'01"W 1,933.26')

1,933.39'

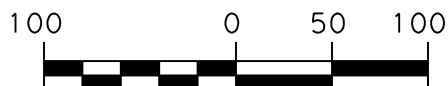
N82°15'31"W 3,839.74'

M. MOORE FAMILY FARMS, LLC,  
A TEXAS LIMITED LIABILITY COMPANY  
CALLED 93.583 AC.  
DOC. NO. 2018097226  
O.P.R.W.C. TX.

MATCH SHEET 9 OF 16

PAGE 8 OF 16  
REF. FIELD NOTE NO. 49244

FILE: \\saminc\AUS\PROJECTS\1020058261B\100\Survey\03Exhibits\14\PLAT\01P-14\_1.dgn



GRAPHIC SCALE  
SCALE: 1" = 100'  
WILLIAMSON COUNTY, TEXAS

EXISTING	227.36 AC.	ACQUIRE	52.689 AC.	REMAINING	174.671 AC. LEFT
				REMAINING	0.000 AC. RIGHT



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Fax: (512) 326-3029  
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH  
SHOWING PROPERTY OF  
SAMSUNG AUSTIN SEMICONDUCTOR, LLC  
PARCEL 14  
52.689 AC. (2,295,133 SQ. FT.)

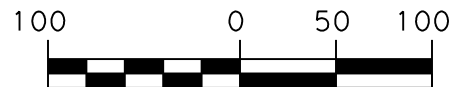
MATCH SHEET 10 OF 16

SAMSUNG AUSTIN  
SEMICONDUCTOR, LLC  
TRACT 1 PARCEL A  
CALLED 33.62 AC.  
RECORDED DECEMBER 6, 2021  
DOC. NO. 2021184917  
O. P. R. W. C. TX.

14 (52.689 AC.)  
FUTURE COUNTY ROAD

H.T. & B.R.R. CO  
SECTION NO. 1, ABSTRACT NO. 318

BILLY B. TRIMBLE AND  
WIFE, BETTY O'BRIEN TRIMBLE  
CALLED 242.54 AC.  
VOL. 2420, PG. 29  
O. R. W. C. TX.



GRAPHIC SCALE  
SCALE: 1" = 100'  
WILLIAMSON COUNTY, TEXAS



S07°05'56"W 638.67'  
(S07°05'14"W 843.78')

APPROXIMATE LOCATION OF SURVEY LINE

334+12.30  
911.28' RT  
(2" IRON PIPE)

H.Y. & B.R.R. CO  
SURVEY NO. 2.  
ABSTRACT NO. 636

JACOB EBBERLY SURVEY  
ABSTRACT NO. 923

M. MOORE FAMILY FARMS, LLC,  
A TEXAS LIMITED LIABILITY COMPANY  
CALLED 93.583 AC.  
DOC. NO. 2018097226  
O. P. R. W. C. TX.

APPROXIMATE LOCATION OF SURVEY LINE

FILE: \\saminc\AUS\PROJECTS\1020058261B\100\Survey\03Exhibits\14\PLAT\01\P-14\_3.dgn  
PAGE 9 OF 16  
REF. FIELD NOTE NO. 49244

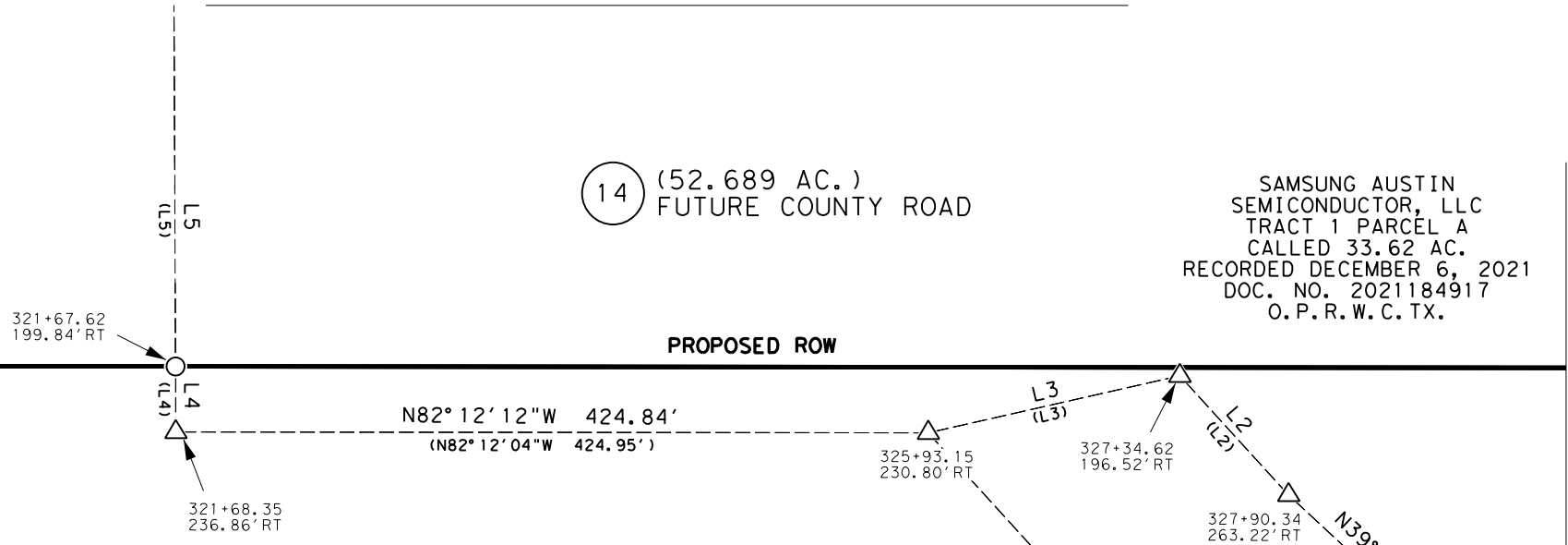
EXISTING	227.36 AC.	ACQUIRE	52.689 AC.	REMAINING	174.671 AC. LEFT
				REMAINING	0.000 AC. RIGHT



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Fax: (512) 326-3029  
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH  
SHOWING PROPERTY OF  
SAMSUNG AUSTIN SEMICONDUCTOR, LLC  
PARCEL 14  
52.689 AC. (2,295,133 SQ. FT.)

EXHIBIT "A"  
MATCH SHEET 11 OF 16



JOHN WILLIAM WILDER  
CALLED 23.63 AC.  
VOL. 2406, PG. 378  
O.R.W.C. TX.

FURTHER DESCRIBED  
VOL. 547, PG. 614  
D.R.W.C. TX.

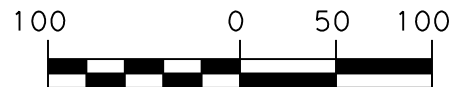
LINE TABLE

LINE NO.	BEARING	DISTANCE
L2	N34°42'12"W	91.02'
(L2)	N34°42'04"W	91.04'
L3	S84°59'48"W	145.56'
(L3)	S84°59'56"W	145.60'
L4	N07°29'13"E	37.03'
L5	N07°29'13"E	105.40'

SAMSUNG AUSTIN  
SEMICONDUCTOR, LLC  
TRACT 1 PARCEL A  
CALLED 33.62 AC.  
RECORDED DECEMBER 6, 2021  
DOC. NO. 2021184917  
O.P.R.W.C. TX.

BILLY B. TRIMBLE AND  
WIFE, BETTY O'BRIEN TRIMBLE  
CALLED 242.54 AC.  
VOL. 2420, PG. 29  
O.R.W.C. TX.

H.T. & B.R.R. CO  
SURVEY NO. 1,318  
ABSTRACT NO.



GRAPHIC SCALE  
SCALE: 1" = 100'  
WILLIAMSON COUNTY, TEXAS

FILE: \\saminc\AUS\PROJECTS\1020058261B\100\Survey\03Exhibits\14\PLAT\01\P-14\_4.dgn  
PAGE 10 OF 16  
REF. FIELD NOTE NO. 49244

EXISTING	227.36 AC.	ACQUIRE	52.689 AC.	REMAINING	174.671 AC. LEFT
				REMAINING	0.000 AC. RIGHT



4801 Southwest Parkway  
Building Two, Suite 100  
Austin, Texas 78735  
(512) 447-0575  
Fax: (512) 326-3029  
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH  
SHOWING PROPERTY OF  
SAMSUNG AUSTIN SEMICONDUCTOR, LLC  
PARCEL 14  
52.689 AC. (2,295,133 SQ. FT.)

# EXHIBIT "A"

SAMSUNG AUSTIN  
SEMICONDUCTOR, LLC  
CALLED 29.87 AC.  
DOC. NO. 2021183753  
O.P.R.W.C. TX.

H.T. & B.R.R. CO  
SURVEY NO. 1,318  
ABSTRACT NO.

ENGINEER'S CENTERLINE  
CURVE DATA  
PI Sta 329+25.00  
N = 10,167,924.71  
E = 3,201,003.32  
Δ = 15°47'17.15" (LT)  
D = 04°46'28.73"  
L = 330.67'  
T = 166.39'  
R = 1,200.00'  
PC Sta 327+59.67  
PT Sta 330+90.33

PROPOSED WATERLINE EASEMENT S82°12'22"E 7,675.80'

PROPOSED ROW

SAMSUNG AUSTIN  
SEMICONDUCTOR, LLC  
CALLED 23.58 AC.  
RECORDED DECEMBER 6, 2021  
DOC. NO. 2021184841  
O.P.R.W.C. TX.

SAMSUNG AUSTIN  
SEMICONDUCTOR, LLC  
TRACT 1 PARCEL A  
CALLED 33.62 AC.  
RECORDED DECEMBER 6, 2021  
DOC. NO. 2021184917  
O.P.R.W.C. TX.

14 (52.689 AC.)  
FUTURE COUNTY ROAD

FUTURE COUNTY ROAD  
ENGINEER'S CENTERLINE

PC 327+59.67  
S81°23'07"E 3,759.67'  
325+00 329+00

## LINE TABLE

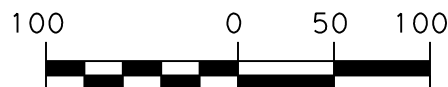
LINE NO.	BEARING	DISTANCE
L5	N07°29'13"E	105.40'
L6	N81°50'40"W	2,604.68'

321+65.54  
94.45'RT

JOHN WILLIAM WILDER  
CALLED 23.63 AC.  
VOL. 2406, PG. 378  
O.R.W.C. TX.

FURTHER DESCRIBED  
VOL. 547, PG. 614  
D.R.W.C. TX.

MATCH SHEET 10 OF 16



GRAPHIC SCALE  
SCALE: 1" = 100'  
WILLIAMSON COUNTY, TEXAS



FILE: \\saminc\AUS\PROJECTS\1020058261B\100\Survey\03Exhibits\14\PLAT\01\P-14\_2.dgn  
PAGE 11 OF 16  
REF. FIELD NOTE NO. 49244

EXISTING	227.36 AC.	ACQUIRE	52.689 AC.	REMAINING	174.671 AC. LEFT
				REMAINING	0.000 AC. RIGHT



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(512) 447-0575  
Fax: (512) 326-3029  
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH  
SHOWING PROPERTY OF  
SAMSUNG AUSTIN SEMICONDUCTOR, LLC  
PARCEL 14  
52.689 AC. (2,295,133 SQ. FT.)

MATCH SHEET 12 OF 16

MATCH SHEET 8 OF 16



# EXHIBIT "A"

SAMSUNG AUSTIN  
SEMICONDUCTOR, LLC  
CALLED 29.87 AC.  
DOC. NO. 2021183753  
O.P.R.W.C.TX.

H.T. & B.R.R. CO  
SURVEY NO. 1,318  
ABSTRACT NO. 318

PROPOSED WATERLINE EASEMENT

S82°12'22"E 7,675.80'

PROPOSED ROW

SAMSUNG AUSTIN  
SEMICONDUCTOR, LLC  
CALLED 23.58 AC.  
RECORDED DECEMBER 6, 2021  
DOC. NO. 2021184841  
O.P.R.W.C.TX.

S81°23'07"E 3,759.67'

FUTURE COUNTY ROAD  
ENGINEER'S CENTERLINE

315+00

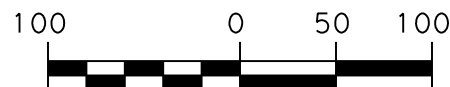
320+00

(14) (52.689 AC.)  
FUTURE COUNTY ROAD

(N81°50'43"W 2,604.65')  
N81°50'40"W 2,604.68'

JOHN WILLIAM WILDER  
CALLED 23.63 AC.  
VOL. 2406, PG. 378  
O.R.W.C.TX.

FURTHER DESCRIBED  
VOL. 547, PG. 614  
D.R.W.C.TX.



GRAPHIC SCALE  
SCALE: 1" = 100'  
WILLIAMSON COUNTY, TEXAS



FILE: \\saminc\AUS\PROJECTS\1020058261B\100\Survey\03Exhibits\14\PLAT\01\P-14\_1.dgn  
PAGE 12 OF 16  
REF. FIELD NOTE NO. 49244

EXISTING	227.36 AC.	ACQUIRE	52.689 AC.	REMAINING	174.671 AC. LEFT
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RIGHT-OF-WAY SKETCH  
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SAMSUNG AUSTIN SEMICONDUCTOR, LLC  
PARCEL 14  
52.689 AC. (2,295,133 SQ. FT.)

H.T. & B.R.R. CO  
SURVEY NO. 1,318  
ABSTRACT NO. 318

# EXHIBIT "A"

SAMSUNG AUSTIN  
SEMICONDUCTOR, LLC  
CALLED 29.87 AC.  
DOC. NO. 2021183753  
O.P.R.W.C. TX.

PROPOSED WATERLINE EASEMENT

S82°12'22"E 7,675.80'

PROPOSED ROW

SAMSUNG AUSTIN  
SEMICONDUCTOR, LLC  
CALLED 23.58 AC.  
RECORDED DECEMBER 6, 2021  
DOC. NO. 2021184841  
O.P.R.W.C. TX.

FUTURE COUNTY ROAD  
ENGINEER'S CENTERLINE

S81°23'07"E 3,759.67'

305+00

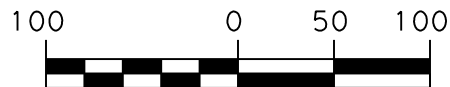
310+00

(14) (52.689 AC.)  
FUTURE COUNTY ROAD

(N81°50'43"W 2,604.65')  
N81°50'40"W 2,604.68'

JOHN WILLIAM WILDER  
CALLED 23.63 AC.  
VOL. 2406, PG. 378  
O.R.W.C. TX.

FURTHER DESCRIBED  
VOL. 547, PG. 614  
D.R.W.C. TX.



GRAPHIC SCALE  
SCALE: 1" = 100'  
WILLIAMSON COUNTY, TEXAS



PAGE 13 OF 16  
REF. FIELD NOTE NO. 49244  
FILE: \\saminc\AUS\PROJECTS\1020058261B\100\Survey\03Exhibits\14\PLAT\01\P-14\_2.dgn

EXISTING	227.36 AC.	ACQUIRE	52.689 AC.	REMAINING	174.671 AC. LEFT
				REMAINING	0.000 AC. RIGHT



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RIGHT-OF-WAY SKETCH  
SHOWING PROPERTY OF  
SAMSUNG AUSTIN SEMICONDUCTOR, LLC  
PARCEL 14  
52.689 AC. (2,295,133 SQ. FT.)

# EXHIBIT "A"

SAMSUNG AUSTIN  
SEMICONDUCTOR, LLC  
CALLED 29.87 AC.  
DOC. NO. 2021183753  
O.P.R.W.C. TX.

H.T. & B.R.R. CO  
SURVEY NO. 1.  
ABSTRACT NO. 318

NANCY RYDELL HOLUBEC  
AND JAMES F. HOLUBEC  
CALLED 85.681 AC.  
VOL. 1051, PG. 818  
O.P.R.W.C. TX.

C.R. 404  
(VARIABLE WIDTH R.O.W.)

WILLIAMSON COUNTY  
VOL. 393, PG. 118  
D.R.W.C. TX.

295+00

EXISTING ROW

N07°34'33"E 288.15'  
(N07°33'46"E 394.60')

EXISTING ROW

295+55.72  
172.79' LT

295+60.94  
115.31' RT

S82°12'22"E 7,675.80'

PROPOSED WATERLINE EASEMENT

SAMSUNG AUSTIN  
SEMICONDUCTOR, LLC  
CALLED 23.58 AC.  
RECORDED DECEMBER 6, 2021  
DOC. NO. 2021184841  
O.P.R.W.C. TX.

PROPOSED ROW

FUTURE COUNTY ROAD  
ENGINEER'S CENTERLINE

S81°23'07"E 3,759.67'

300+00

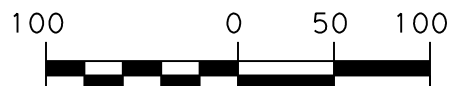
(14) (52.689 AC.)  
FUTURE COUNTY ROAD

(N81°50'43"W 2,604.65')  
N81°50'40"W 2,604.68'

JOHN WILLIAM WILDER  
CALLED 26.63 AC.  
VOL. 2406, PG. 378  
O.P.R.W.C. TX.

FURTHER DESCRIBED  
VOL. 547, PG. 614  
D.R.W.C. TX.

MATCH SHEET 13 OF 16



GRAPHIC SCALE  
SCALE: 1" = 100'  
WILLIAMSON COUNTY, TEXAS



FILE: \\saminc\AUS\PROJECTS\1020058261B\100\Survey\03Exhibits\14\PLAT\01\P-14\_1.dgn  
PAGE 14 OF 16  
REF. FIELD NOTE NO. 49244

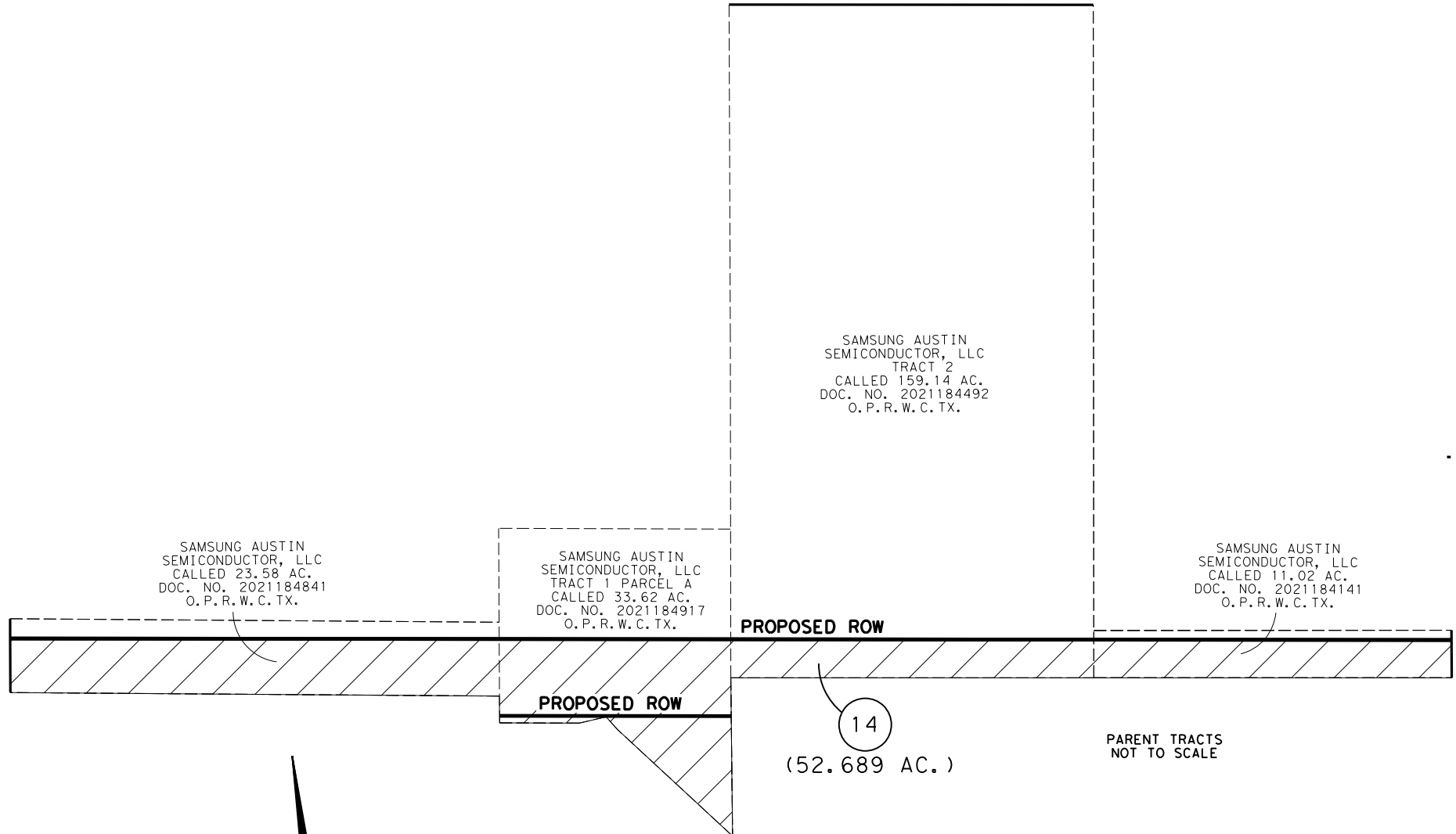
EXISTING	227.36 AC.	ACQUIRE	52.689 AC.	REMAINING	174.671 AC. LEFT
				REMAINING	0.000 AC. RIGHT



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RIGHT-OF-WAY SKETCH  
SHOWING PROPERTY OF  
SAMSUNG AUSTIN SEMICONDUCTOR, LLC  
PARCEL 14  
52.689 AC. (2,295,133 SQ. FT.)

# EXHIBIT "A"



FILE: \\saminc\AUS\PROJECTS\1020058261B\100\Survey\03Exhibits\14\PLAT\01\P-14\_1.dgn

PAGE 15 OF 16  
REF. FIELD NOTE NO. 49244

EXISTING	227.36 AC.	ACQUIRE	52.689 AC.	REMAINING	174.671 AC. LEFT
				REMAINING	0.000 AC. RIGHT



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SHOWING PROPERTY OF  
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PARCEL 14  
52.689 AC. (2,295,133 SQ. FT.)

# LEGEND

# EXHIBIT "A"

- 5/8" IRON ROD SET WITH ALUMINUM CAP  
STAMPED "WILLIAMSON COUNTY"
- 1/2" IRON ROD FOUND UNLESS NOTED
- ◊ FENCE POST (TYPE NOTED)
- TYPE I CONCRETE MONUMENT FOUND
- ◼ TXDOT TYPE II BRONZE DISK IN CONCRETE FOUND
- ◉ 1/2" IRON PIPE FOUND UNLESS NOTED
- ▲ 80D NAIL FOUND
- ⊕ MAGNAIL FOUND
- ⊗ SPINDLE FOUND
- ✕ RAILROAD SPIKE
- △ 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
- 1 --- DISTANCE NOT TO SCALE
- 1 --- DEED LINE (COMMON OWNERSHIP)

## NOTES:

1. ALL BEARINGS SHOWN ARE BASED ON NAD83/2011/NAVD88 TEXAS COORDINATE SYSTEM, CENTRAL ZONE. ALL DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.00012352. 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. FUTURE COUNTY ROAD ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM HNTB. SCHEMATIC RECEIVED BY SAM, LLC. IN AUGUST, 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 FILE: \\saminc\AUS\PROJECTS\1020058261B\100\Survey\03Exhibits\14\PLAT\01\P-14\_1.dgn THE BEST OF MY KNOWLEDGE AND BELIEF.

PAGE 16 OF 16  
REF. FIELD NOTE NO. 49244

# Preliminary

06/23/2022 3:19:39 PM

SCOTT C. BRASHEAR  
REGISTERED PROFESSIONAL LAND SURVEYOR  
NO. 6660, STATE OF TEXAS

DATE

EXISTING	227.36 AC.	ACQUIRE	52.689 AC.	REMAINING	174.671 AC. LEFT
				REMAINING	0.000 AC. RIGHT



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PARCEL 14  
52.689 AC. (2,295,133 SQ. FT.)

**Commissioners Court - Regular Session****40.****Meeting Date:** 08/09/2022

Long Range Transportation Plan Updates

**Submitted By:** Julissa Vasquez, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

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

**Background**

The attached amendment is recommended by staff. Adjustments have been made to the proposed arterial and corridor networks to accommodate advances in design and other developments.

---

**Fiscal Impact**

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

**Attachments**

LRTP-ControlledAccess

LRTP-ConceptualArterials

LRTP-ControlledAccess-Arterials

---

**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Julissa Vasquez

Final Approval Date: 08/04/2022

**Reviewed By**

Becky Pruitt

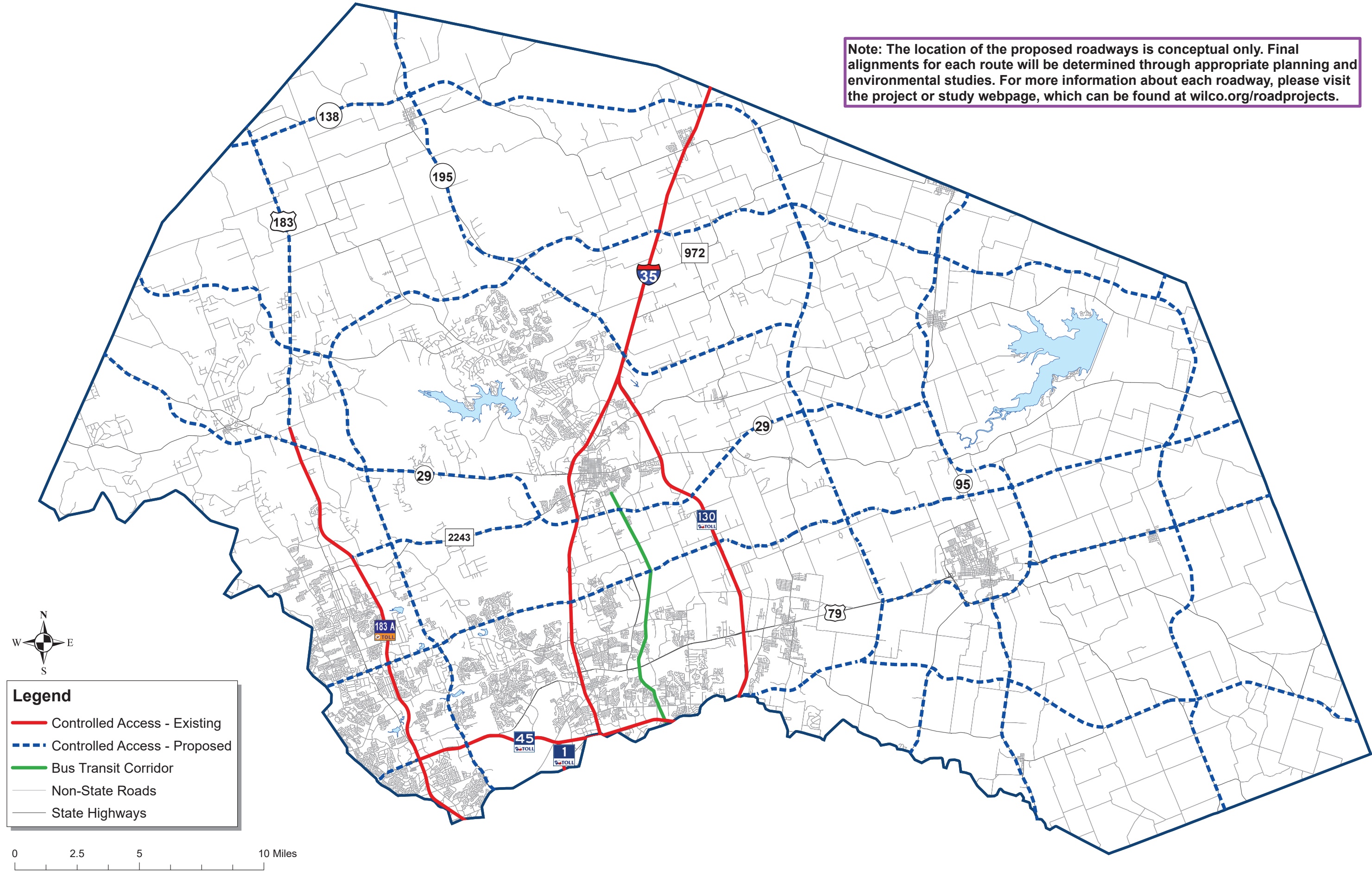
**Date**

08/04/2022 09:56 AM

Started On: 08/03/2022 05:00 PM

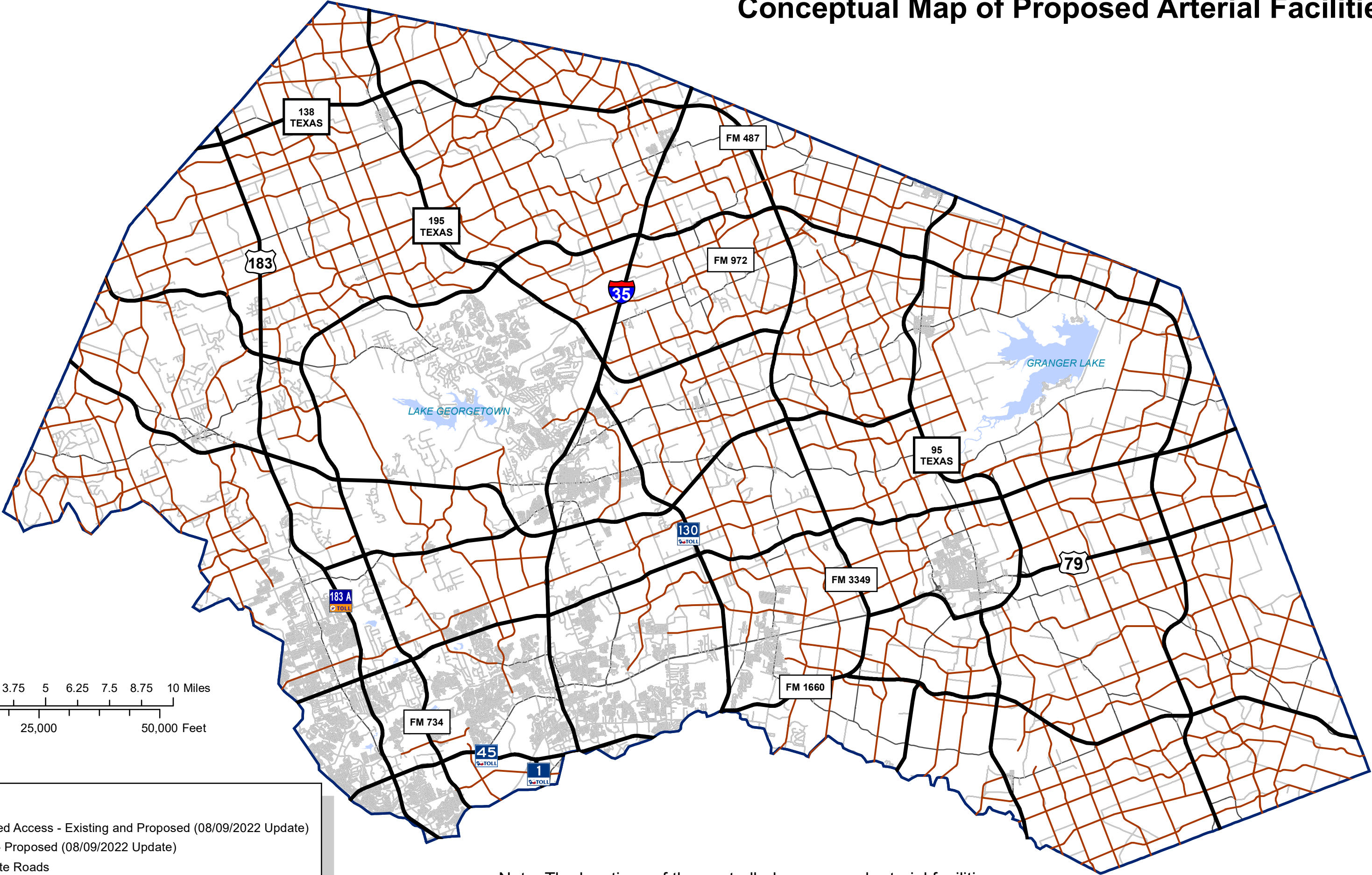
# Conceptual Map of Proposed Controlled Access Facilities

Note: The location of the proposed roadways is conceptual only. Final alignments for each route will be determined through appropriate planning and environmental studies. For more information about each roadway, please visit the project or study webpage, which can be found at [wilco.org/roadprojects](http://wilco.org/roadprojects).





# Conceptual Map of Proposed Arterial Facilities



**Legend**

Controlled Access - Existing and Proposed (08/09/2022 Update)

Arterial - Proposed (08/09/2022 Update)

Non-State Roads

State Highways

County Boundary

Note: The locations of the controlled access and arterial facilities are conceptual only. Final alignments for each route will be determined through appropriate planning and environmental studies.



# Conceptual Map of Proposed Controlled Access Facilities

**Legend**

- Controlled Access - Existing and Proposed (08/09/2022 Update)
- Previously Approved Controlled Access to be Removed
- Arterial - Proposed (08/09/2022 Update)
- Previously Approved Arterial to be Removed
- County Boundary
- Non-State Roads
- State Highways

N

W

E

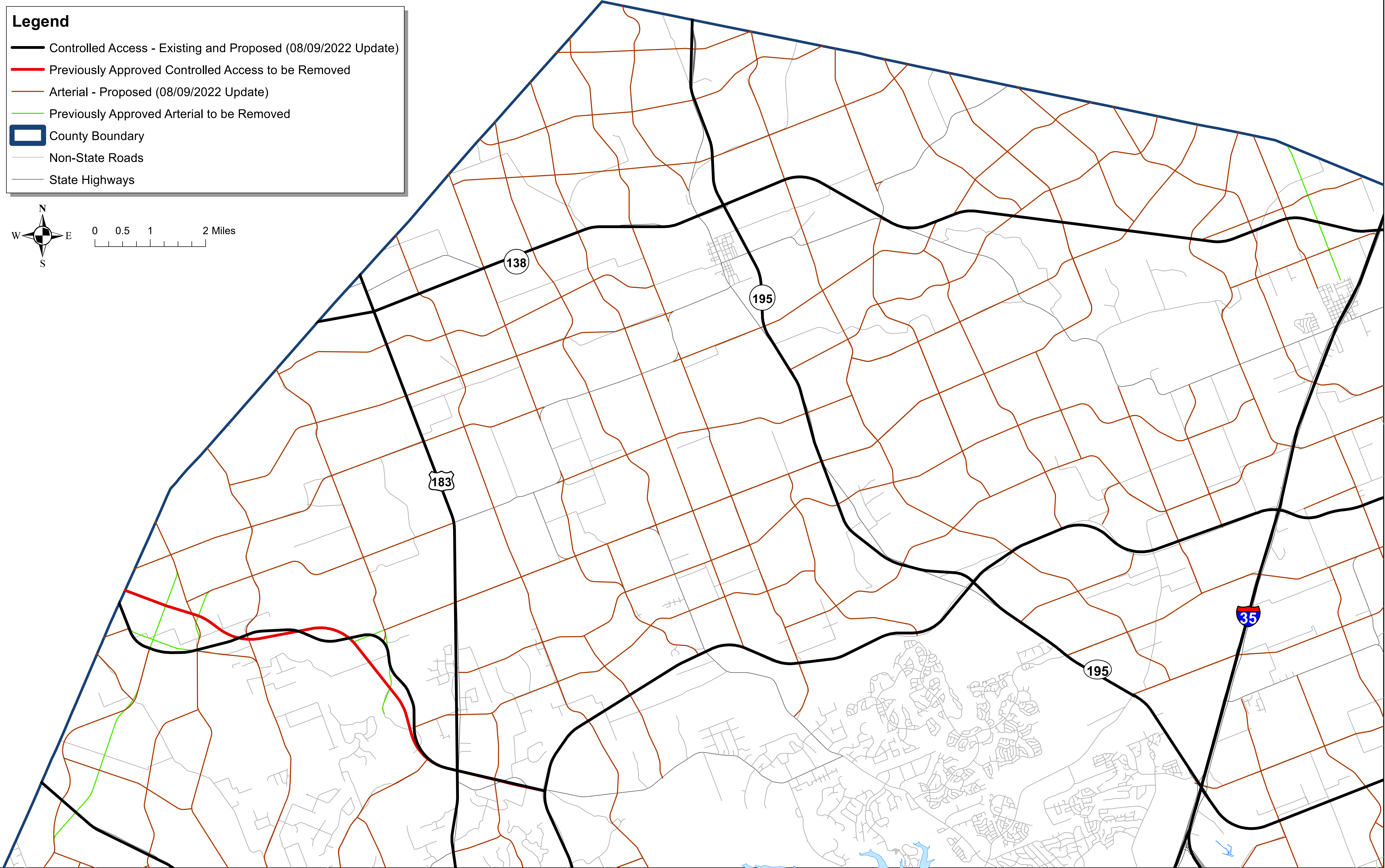
S

0

0.5

1

2 Miles



**Note:** The location of controlled access facilities and arterial facilities are conceptual only. Final alignments for each route will be determined through appropriate planning and environmental studies.

**Commissioners Court - Regular Session****41.****Meeting Date:** 08/09/2022

CR 258 Extension Contributing Zone Plan (CZP)

**Submitted By:** Julissa Vasquez, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

Discuss, consider, and take appropriate action regarding a TCEQ Agent Authorization Form for the Edwards Aquifer Protection Program associated with the CR 258 Project, a 2013 Road Bond project in Commissioner Pct. 2. P: 277 Funding: Road Bond.

**Background**

The CR 258 Project requires TCEQ approval of a Contributing Zone Plan (CZP) prior to construction. A TCEQ Agent Authorization Form is required to authorize an employee of American Structurepoint to submit the needed application for TCEQ review and approval on behalf of the County.

---

**Fiscal Impact**

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

**Attachments**

CR258\_TCEQAgentAuthorizationForm

---

**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Julissa Vasquez

Final Approval Date: 08/04/2022

**Reviewed By**

Becky Pruitt

**Date**

08/04/2022 09:56 AM

Started On: 08/04/2022 06:49 AM



**Agent Authorization Form**  
For Required Signature  
Edwards Aquifer Protection Program  
Relating to 30 TAC Chapter 213  
Effective June 1, 1999

I Bill Gravell, Jr.,  
Print Name  
Williamson County Judge,  
Title - Owner/President/Other  
of Williamson County, Texas,  
Corporation/Partnership/Entity Name  
have authorized Amy Bennett  
Print Name of Agent/Engineer  
of American Structurepoint  
Print Name of Firm

to represent and act on the behalf of the above named Corporation, Partnership, or Entity for the purpose of preparing and submitting this plan application to the Texas Commission on Environmental Quality (TCEQ) for the review and approval consideration of regulated activities.

I also understand that:

1. The applicant is responsible for compliance with 30 Texas Administrative Code Chapter 213 and any condition of the TCEQ's approval letter. The TCEQ is authorized to assess administrative penalties of up to \$10,000 per day per violation.
2. For those submitting an application who are not the property owner, but who have the right to control and possess the property, additional authorization is required from the owner.
3. Application fees are due and payable at the time the application is submitted. The application fee must be sent to the TCEQ cashier or to the appropriate regional office. The application will not be considered until the correct fee is received by the commission.
4. A notarized copy of the Agent Authorization Form must be provided for the person preparing the application, and this form must accompany the completed application.
5. No person shall commence any regulated activity on the Edwards Aquifer Recharge Zone, Contributing Zone or Transition Zone until the appropriate application for the activity has been filed with and approved by the Executive Director.

SIGNATURE PAGE:

\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
Date

THE STATE OF   Texas   §

County of   Williamson   §

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_ known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that (s)he executed same for the purpose and consideration therein expressed.

GIVEN under my hand and seal of office on this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
Typed or Printed Name of Notary

MY COMMISSION EXPIRES: \_\_\_\_\_

**Commissioners Court - Regular Session****42.****Meeting Date:** 08/09/2022

Budget Modification Voting Session

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

---

**Information****Agenda Item**

FY23 Budget Modification Voting Session - Discuss, consider and take appropriate action on the fiscal year 2022-2023 budget.

**Background**

---

**Fiscal Impact**

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

**Attachments**

*No file(s) attached.*

---

**Form Review****Inbox**

County Judge Exec Asst.

Budget Office (Originator)

Form Started By: Ashlie Holladay

Final Approval Date: 08/04/2022

**Reviewed By**

Becky Pruitt

Ashlie Holladay

**Date**

08/03/2022 09:02 AM

08/04/2022 08:40 AM

Started On: 07/22/2022 03:22 PM

**Commissioners Court - Regular Session****43.****Meeting Date:** 08/09/2022

FY 2022/2023 Proposed Budget Order

**Submitted For:** Bill Gravell**Submitted By:** Andrea Schiele, County Judge**Department:** County Judge**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

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

**Background**

---

**Fiscal Impact**

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

**Attachments**

FY 2022/2023 Proposed Budget Order - No Mark Up

FY 2022/2023 Proposed Budget Order - Show Tracked Changes

---

**Form Review****Inbox**

County Judge Exec Asst. (Originator)

Form Started By: Andrea Schiele

Final Approval Date: 08/04/2022

**Reviewed By**

Becky Pruitt

**Date**

08/04/2022 11:52 AM

Started On: 08/04/2022 11:48 AM

**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	143,090.22 per year
b)	Judge of the County Court at Law #1	170,999.96 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)	Judge of the County Court at Law #5	156,999.96 per year
g)	County Attorney	176,587.05 per year
h)	County Sheriff	144,557.32 per year
i)	County Clerk	118,527.32 per year
j)	County Tax Assessor/Collector	123,255.68 per year
k)	District Clerk	118,527.32 per year
l)	County Treasurer	114,039.74 per year
m)	Each County Commissioner	116,515.85 per year
n)	Each Justice of the Peace	103,725.26 per year
o)	Each Constable	103,725.26 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
Emancipation 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, \$100 per week from the General Fund and \$500 from the District Attorney's Asset Forfeiture Funds.

**Facilities Maintenance** – Maximum of 2 non-exempt positions, \$100 per week

**Technology Services** – Maximum of 1 position, \$200 per week

**Emergency Management** – Maximum of 1 non-exempt position, \$100 per week

**Sheriff's Office** – Maximum of 2 Detectives, \$100 per week

Maximum of 1 Sergeant, \$100 per week

Maximum of 1 Crime Scene, \$100 per week

Maximum of 1 Animal Control Officer, \$100 per week

Maximum of 1 Livestock Deputy, \$100 per week

Maximum of 1 Victims Assistance, \$100 per week

**Corrections** - Maximum of 4 Commissioned Corrections Officers, \$100 per week

5. Board Certification by the Texas Board of Legal Specialization Supplemental Pay - This supplement is paid by the office listed below to all attorneys who maintain certification by the Texas Board of Legal Specialization.

**District Attorney** – Maximum of 18 positions, \$5,000 per employee to be paid equally over 26 pay periods out of the District Attorney Asset Forfeiture Fund.

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 **pro**ceeds collected from Williamson County’s vending machine contract. Use of these funds must be **pre-approved** by the County Judge.

These funds may be used for the following purposes:

- a) To offset the cost of county employee events
- b) Flowers for the death of a county employee only
- c) An award or plaque upon retirement for employee recognition. All purchases must display (i.e. engraving) information regarding the purpose of the employee recognition. (Purchasing guidelines must be adhered to):
  - i. The employee must be vested (8 years of service)
  - ii. \$60.00 allowed for employees with up to 15 years of service
  - iii. \$120.00 allowed for employees with over 15 years of service
- d) Employee recognition events and programs
- e) Maximum of \$300.00 allowed towards a reception/light refreshments for the retirement or departure of an:
  - i. Elected Official serving in his/her capacity for at least 1 term
  - ii. Department Head who must be vested (8 years of service)
  - iii. Employee with 20 years of service or more


No reimbursement of sales tax will be allowed.

The amount allowed for use may never exceed the actual balance in the fund.

9. **WM-City of Hutto and Hutto ISD Fund:** The WM-City of Hutto and Hutto ISD Fund consists of proceeds paid by Waste Management annually. Per the agreement, these funds represent 2% of the Tip Fee and are to be expended for the benefit of the City of Hutto and Hutto ISD. The expenditures are at the County’s sole option. The annual distribution will be allocated 50% to the City of Hutto and 50% to Hutto ISD. Each entity is required to request any disbursements from the fund.



10. **Williamson County Community Facility Fund:** This fund consists of fees collected through the Williamson County Landfill. Community organizations, groups, and individuals may submit a funding request to the Williamson County Commissioners Court for the construction, improvement, or remodel of community facilities located in Williamson County that serve a public purpose.

## **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	<u>143,090.22</u> per year
b)	Judge of the County Court at Law #1	<u>170,999.96</u> 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)	<u>Judge of the County Court at Law #5</u>	<u>156,999.96 per year</u>
g)	County Attorney	<u>176,587.05</u> per year
h)	County Sheriff	<u>144,557.32</u> per year
i)	County Clerk	<u>118,527.32</u> per year
j)	County Tax Assessor/Collector	<u>123,255.68</u> per year
k)	District Clerk	<u>118,527.32</u> per year
l)	County Treasurer	<u>114,039.74</u> per year
m)	Each County Commissioner	<u>116,515.85</u> per year
n)	Each Justice of the Peace	<u>103,725.26</u> per year
o)	Each Constable	<u>103,725.26</u> 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
<a href="#">Emancipation Day</a>	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 ~~\$150~~ per month:-

**Sheriff's Office** – Maximum of 19 positions, including two CID, ~~\$150~~

**Corrections** – Maximum of ~~3224~~ positions, ~~\$150~~

**Emergency Medical Services** – Maximum of 20 positions, ~~\$175~~

~~**Mobile Outreach Team** – Maximum of 2 positions~~

**Commented [AS1]:** Per Commissioners Court vote on 7-12-22

**Commented [AS2]:** Per Audit and Budget, this language is needed to clarify how monthly and weekly payments are paid out upon separation with Williamson County.

**Commented [AS3]:** Per Chief Pokluda, due to the number of vacancies and applicants, there are not enough FTOs to provide proper training. Per Rebecca Clemons, these 8 additional FTOs will only be recommended through FY23.

**Commented [AS4]:** Mike Knipstein is requesting an increase to \$175. The last increase was in 2014 and this increase would bring Williamson County EMS in line with the Austin/Travis County EMS FTO stipend. Over the years more responsibility has been placed on the FTO position related to increased number of new hires.

~~Maximum of 1 position to train medical students for 6 months~~

**Commented [AS5]:** Removed per Rebecca Clemons due to termination of this department.

2. Supplemental Pay - Designated positions will be paid amount listed per month.

**Sheriff's Office** – Maximum of 10 positions for CIT at \$250 per month  
- Maximum of 32 positions for Detectives at \$350 per month

**Corrections** – Maximum of ~~4~~<sup>6</sup>~~20~~ positions for Bailiff at \$250 per month  
Maximum of 2 positions for Detective at \$350 per month.  
Maximum of 4 positions for Lead Control Room Officer at \$250 per month  
Maximum of 1 position for Paramedic at \$700 per month

**Commented [AS6]:** Per Ashlie Holladay, due to the addition of the new courts, the SO requested 6 new bailiff positions but, the Budget Office is recommending 4 new bailiff positions..

3. Training Specialist Supplemental Pay - Designated positions will be paid \$100 per pay period.

**Emergency Communications** – Maximum of 16 positions

4. On-Call Pay – Specific positions listed below are classified as eligible for on-call pay due to the demand for after hour services. ~~All District Attorney positions are to be paid by the District Attorney's Asset Forfeiture Funds.~~

**Commented [AS7]:** The DA's Office is asking that the on-call pay be paid out of the General Fund due to lack of funds in the DA Asset Forfeiture Funds. (Per Ronnie Simek, Office Administrator)

**Commented [AS8R7]:**

**Commented [AS9]:** During 7-26-22 Commissioners Court, the Court approved that \$100 will be paid from the General Fund.

**District Attorney's Office** – Maximum of 1 Asst. District Attorney, ~~\$1,600~~ per week ~~from the General Fund and \$500 from the District Attorney's Asset Forfeiture Funds.~~

**Facilities Maintenance** – Maximum of 2 non-exempt positions, \$100 per week

**Technology Services** – Maximum of 1 position, \$200 per week

**Emergency Management** – Maximum of 1 non-exempt position, \$100 per week

**Sheriff's Office** – Maximum of 2 Detectives, \$100 per week

Maximum of 1 Sergeant, \$100 per week

Maximum of 1 Crime Scene, \$100 per week

Maximum of 1 Animal Control Officer, \$100 per week

Maximum of 1 Livestock Deputy, \$100 per week

Maximum of 1 Victims Assistance, \$100 per week

**Corrections** - Maximum of 4 Commissioned Corrections Officers, \$100 per week

5. Board Certification by the Texas Board of Legal Specialization Supplemental Pay - This supplement is paid by the office listed below to all attorneys who maintain certification by the Texas Board of Legal Specialization.

**District Attorney** – Maximum of 18 positions, \$5,000 per employee to be paid equally over 26 pay periods ~~out of the District Attorney Asset Forfeiture Fund.~~

**Commented [AS10]:** The DA's Office is asking that the board certification pay be paid out of the General Fund due to lack of funds in the DA Asset Forfeiture Funds. (Per Ronnie Simek, Office Administrator)

6. Board Supplements – Designated positions will be paid for serving on a specific board(s).

**Juvenile Board** – County Judge and District Judges (56), \$400 per month.

~~**Judicial Board** – Maximum of 1 position in the Magistrate Office, \$2500 per year, paid equally over 26 pay periods.~~

**Commented [AS11]:** Due to addition of new District Court (Ashlie Holladay)

**Commented [AS12]:** 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 [AS13]:** 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 [AS14]:** 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.

4. **Self-Insured Health Plan Fund Policy:** Unassigned Fund Balance represents the difference between assets and liabilities that is available for appropriation. Williamson County will maintain an appropriate level of Unassigned Fund Balance in the Benefits Fund to protect against an inability to pay for claims and administration associated with the self-insured health plan due to temporary revenue shortfalls. It also helps to ensure stable employer and employee contribution rates.

The Self-Funded Health Plan Fund currently has a "goal of reaching and maintaining 25% of expected claims". The goal of each year's budget process will be to endeavor to adopt a budget that maintains compliance with the Benefits Fund Unassigned Fund Balance Policy.

If it is determined there is a surplus (an amount exceeding the target limit), the funds may be designated or appropriated for contribution rate stabilization.

If it is determined there is a deficit (an amount below the lower limit), the County may develop a plan to rebuild the Unassigned Fund Balance to 25% of expected claims.

5. **Radio Communication Systems (RCS) Fund Policy:** Unassigned Fund Balance represents the difference between assets and liabilities that is available for appropriation. Williamson County will maintain an appropriate level of Unassigned Fund Balance in the Radio Communications Systems Fund to protect against unforeseen operating issues. These unforeseen issues can result from environmental or project related items. It also helps to ensure stable radio user fees for the user community.

The Radio Communication Systems Fund has a "goal of reaching and maintaining 30% of total Radio Communication Systems expenditure budget.

If it is determined there is a surplus (an amount exceeding the target limit), the funds may be designated or appropriated for:



- Only one-time, non-recurring expenditures, such as tower improvements
- Fee stabilization

If it is determined there is a deficit, the Radio Communication Systems Board will develop and recommend a plan to the County to rebuild the Unassigned Fund Balance to 30%.

#### Use and Distribution of Specific Special Revenue Funds and Accounts

6. **Child Safety Fund:** – This fund is used to deposit a \$1.50 fee collected on each vehicle registration and court costs collected by justice, county, or district courts for violations that occur within a school-crossing zone of \$25 per violation. This fund is used to provide a school crossing guard program and/or programs designed to enhance child safety, health, or nutrition. The Commissioners Court, by an order adopted in October 2010, has directed these funds to be distributed in the following manner: 10% of Total Collections less an administrative fee shall be distributed to the Williamson County's Children's Advocacy Center. The remainder shall be distributed to the school districts on a pro rata basis based on attendance. These funds will be distributed annually after the close of the prior fiscal year.

7. **School Fund:** Williamson County maintains a working interest ownership in two natural gas producing properties located on what was formerly county-owned property. The mineral rights that have been retained are designated to be distributed to school districts within the county based on the number of students who reside in the county. This distribution will occur annually at the close of each fiscal year and will coincide with the distribution of the Child Safety Fund proceeds.

8. **Employee Fund:** The Employee fund is used to deposit created with proceeds collected from Williamson County's vending machine contract. Use of these funds must be **pre-approved** by the County Judge.

**Commented [AS15]:** Grammar suggestion by Joy Simonton

**Commented [AS16]:** 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 [AS17]:** 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.

~~c) Transfer of funds out of the following line items will not be allowed:~~

- ~~i) Training~~
- ~~ii) Gasoline~~
- ~~iii) Cell Phones~~

~~iv) RCS Radio Fees~~

~~d) Transfer of funds into any of the above line items may be allowed.~~

~~e) 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:~~

~~i) 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.~~

~~ii) Fringe Benefits~~

**Commented [AS18]:** Moved to Budget Policy per Ashlie Holladay

~~f)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 [AS19]:** 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 [AS20]:** 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 [AS21]: 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 [AS22]:** 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 [AS23]:** 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

44.

Meeting Date: 08/09/2022

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: 08/04/2022

#### Reviewed By

Becky Pruitt

#### Date

08/04/2022 11:51 AM

Started On: 08/03/2022 04:23 PM

**Commissioners Court - Regular Session****45.****Meeting Date:** 08/09/2022

Economic Development

**Submitted For:** Charlie Crossfield**Submitted By:** Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Executive Session

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**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**

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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: 08/04/2022

**Reviewed By**

Becky Pruitt

**Date**

08/04/2022 11:51 AM

Started On: 08/03/2022 04:23 PM