NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONERS COURT
May 2, 2023
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 – 33)

3. Discuss, consider and take appropriate action on a line item transfer for Commissioner Precinct #1.

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM	0100-0211-003010	Comm Pct#1/Computer Equip	$750.91
TO	0100-0211-004232	Comm Pct#1/Training, Conf, Sem	$750.91

4. Discuss, consider and take appropriate action on a line item transfer for the Williamson County Sheriff's Office.

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM:	0100.0560.003006	Office Equipment	$1,900.00
FROM:	0100.0560.003530	Investigative Supplies	$1,900.00
TO:	0100.0560.003005	Office Furniture	$3,800.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0570.003311	Uniforms	$5746.00
To	0100.0570.003001	Small Equipment & Tools	$5746.00

6. Discuss, consider and take appropriate action on a line item transfer for the Tobacco Fund.

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM:	0340.0340.004415	Vehicle Ins. Deductible	$2,000.00
TO:	0340.0340.004541	Vehicle Repairs & Maint.	$2,000.00

7. Discuss, consider and take appropriate action on a line item transfer for the Tobacco Fund.

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM:	0340.0340.004415	Vehicle Ins. Deductible	$177.00
TO:	0340.0340.004505	Software Maintenance	$177.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0509.004509	Facility Enhancements	$400,000.00
To	0100.0509.004510	Facility Repairs	$400,000.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0882.0882.003301	Gasoline	$100,000.00
To	0882.0882.003524	Sublets	$100,000.00

10. Discuss, consider, and take appropriate action acknowledging line item transfers of $500 or less completed by the County Auditor during January - March (FY23 2nd quarter).

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

12. Discuss, consider, and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Auction, pursuant to Texas Local Government Code 263.152, for the period of 4/01/2023 through 4/30/2023.

13. Discuss, consider, and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Destruction, pursuant to Texas Local Government Code 263.152, for the period of 4/01/2023 through 4/30/2023.

14. Discuss, consider, and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Transfer, pursuant to Texas Local Government Code 263.152, for the period of 4/01/2023 through 4/30/2023.

15. Discuss, consider and take appropriate action removing Kayla Marek as the HR representative for the County Risk Committee and assigning Cynthia Nguyen in her place.

16. Acknowledge and consent to appointments to the Williamson County Conservation Foundation Board of Directors for the terms ending April 2025 and recognize the election of officers for the term ending April 2024.

17. Discuss, consider and take appropriate action authorizing the County Judge to execute the General and No Litigation Certificates of Williamson County and Certificate of Approval for Issuance of Tax-Exempt Multi-Family Housing Revenue Bonds relating to the Capital Area Housing Finance Corporation's Multifamily Housing Revenue Bonds (The Preserve at Mustang Creek).

18. Discuss, consider and take appropriate action on approving the annual Renewal Quote #2023190 for Tax Table Software Renewal between Vertex, Inc. and Williamson County in the annual amount of $14,093.00 and exempting the purchase from the competitive bidding requirements established by Texas Local Government Code 262.024 (a)(7)(D) [Captive replacement parts and components for equipment].

19. Discuss, consider, and take appropriate action on approving the Active & Fit Direct Agreement between American Specialty Health Fitness, Inc. and Williamson County and authorizing the execution of the agreement.

20. Discuss, consider and take appropriate action on approving a Services and Purchase Contract for Maintenance #2023186 for the Uninterruptible Power Supplies (UPS) in the Emergency Services Operations Center (ESOC) in the amount of $22,845.09 and exempting Unified Power from the competitive bidding requirements for said service established by Section 262.024.(a)(7)(D) [Captive Replacement Parts and Components for Equipment] of the Texas Local Government Code Discretionary Exemptions, and authorizing the execution of the contract.

21. Discuss, consider, and take appropriate action on approving purchase contract #2023187 for the purchase of four (4) aluminum bleachers for Williamson County Expo Center, 5350 Bill Pickett Trail, Taylor, TX 76574 from Global Equipment Company Inc., in the amount of $21,472.81 pursuant to Omnia Contract #R211402 and authorizing the execution of the contract.

22. Discuss, consider, and take appropriate action on approving the Services and Purchase Contract #2023189 between Data Projections, Inc. and Williamson County for the DPI Gold Annual Maintenance for all Courtroom AV systems for the not-to-exceed amount of $48,600.00, pursuant to TIPS Contract #210101 and authorizing the execution of the Contract.

23. Discuss, consider, and take appropriate action on approving the Services and Materials Quotation #2023194 between Williamson County and Motorola Solutions for the amount of $43,050.00 and exempting from the competitive bidding process requirements pursuant to the discretionary exemption as set forth under Texas Local Government Code 262.024(7)(D) [captive replacement parts or components for equipment].

24. Discuss, consider, and take appropriate action on approving the Services Contract #2023151 for Fire Alarm Monitoring with Johnson Controls Fire Protection LP for Facilities Management in the not-to-exceed amount of $25,000.00, as per Sourcewell Contract #030421-JHN, and authorizing the execution of the agreement.

25. Discuss, consider and take appropriate action on approving the Addendum to Service Agreement proposal between Williamson County and Carrier Corporation for HVAC Annual Preventative Maintenance and Inspection Services in the not-to-exceed amount of $54,200.00 for the term of April 1, 2023 - September 30, 2024, utilizing Sourcewell contract #070121 and authorizing the execution of this agreement.

26. Discuss, consider, and take appropriate action on approving the Services Contract #2023193 for asbestos survey and consulting services on the Old DPS at 516 Pine Street, Georgetown, TX 78626 and the Historic Jail at 102 West Third Street and 312 South Main Street, Georgetown, TX 78626 by Separation Systems Consultants, Inc., in the not-to-exceed amount of twenty-nine thousand two hundred and eleven dollars ($29,211.00) via TIPS coop contract #200601 and authorizing the execution of this contract. Funding sources are P610 and 445P.

27. Discuss, consider and take appropriate action on a report from J.T. Vaughn Construction, Change Order No. 13 for the Williamson County Children's Advocacy Center Addition (P530), in the amount of $78,285. There will be no additional days toward substantial completion. Funding Source is P530.

28. Discuss, consider and take appropriate action on authorizing the extension of Contract #T4116 Pre-Coating Mixture Asphalt, renewal option period 2, for the same terms and conditions as the existing contract per attached documentation and spreadsheet, with Waller County Asphalt, Inc., for the 12-month term of 06/14/23 – 06/13/24 and authorizing the execution of the extension.

29. Discuss, consider and take appropriate action on approving the extension of Mowing for County Right of Ways Contract #22IFB102, Renewal option period #1, with RHB Construction for the term of June 01, 2023 – June 01, 2024, for the same pricing, terms and conditions as the existing contract per attached spreadsheet, and authorizing the execution of the extension.

30. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for Improvements to County Road 129, under IFB #23IFB71. Funding Source is P375.

31. Discuss, consider and take appropriate action on Change Order No 1 to contract number T4115 for QA Construction Services Inc. in the amount of $31,150.51 for CR 375 Reconstruction. Funding source: P497.

32. Discuss, consider and take appropriate action on approving a license agreement with Parkside on the River Master Community, Inc. – Precinct 3.

33. Discuss, consider and take appropriate action on approving a license agreement with Parkside Peninsula Residential Community, Inc. – Precinct 3.

REGULAR AGENDA

34. Discuss, consider, and take appropriate action on proclaiming May 1 - 5, 2023 as Air Quality Awareness Week in Williamson County.

35. Discuss, consider and take appropriate action on a resolution recognizing May 2023 as ALS Awareness Month.

36. 9:30am Conduct a public hearing relating to a request from the Sheriff's Office to transfer the funding and convert position control number (PCN) 0537 Corrections Peace Officer from the Corrections Department to the Sheriff's Department for the position of Deputy, with a Detective stipend. The position assignment will be to work on the Overdose Investigation Team. In the background section, information is given to assist in the discussion of (1) the reason for the funding transfer, including the public purpose that will be served by transferring the funding; and (2) the exact amount of the funding transfer, the sources of the payment, and the terms for distribution of the payment that effect and maintain the public purpose to be served if any excess is needed.

37. Discuss, consider and take appropriate action to transfer funding and convert position control number (PCN) 0537 Corrections Peace Officer from the Corrections Department to the Sheriff's Department for the position of Deputy with a Detective stipend to work on the Overdose Investigation Team.

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

39. Discuss, consider and take appropriate action on a position conversion for Position Control Number (PCN) 2018 within the Commissioners Court Dept. budget.

40. Discuss, consider and take appropriate action on proposed changes to the Employee Policy Manual to be effective October 1, 2023.

41. Discuss, consider and take appropriate action regarding the Williamson County Wellness Updates.

42. Discuss, consider, and take appropriate action on approving FY 2023 revisions to the Purchasing Manual.

43. Discuss, consider and take any appropriate action regarding adopting an order relating to a public hearing and approving financing by Waste Management, Inc. and related matters in compliance with Section 501.159 of the Texas Development Corporation Act, Texas Local Government Code, chapter 501 and with Section 147(f) of the Internal Revenue Code (Note: The proposed resolution approving the bonds does not create any liability for Williamson County).

44. Discuss, consider, and take appropriate action on approving the Service Contract #2023191 between Williamson County and TESSCO, Inc. for the amount of $165,013.55, and exempting from the competitive bidding process requirements pursuant to the discretionary exemption as set forth under Texas Local Government Code 262.024(a)(3) [an item necessary because of unforeseen damage to public property] and authorizing the execution of the contract.

45. Discuss, consider, and take appropriate action regarding the approval of an Interlocal Agreement between Williamson County and Williamson County Emergency Services District No. 4 for the establishment of EMS ambulance and personnel housing at Liberty Hill Fire Station No.2.

46. 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 Park Donations.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.367403	Park Donations	237.00

47. 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 Park Donations.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0510.003670	Use of Donations	$237.00

48. 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 NACo Prescription Discount Card Program.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.370500	Miscellaneous Revenue	181.00

49. 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 NACo Prescription Discount Card Program.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0630.004921	Co Wide RX Disc Card Program	$181.00

50. Discuss, consider, and take appropriate action on awarding IFB #23IFB57 CR 207 HMAC Widening to the lowest and best bidder, Chasco Constructors, Ltd., LLP in the amount of $1,034,443.00 and authorizing the execution of the Construction Services Agreement. Funding Source is P622

51. Discuss, consider and take appropriate action on a Development Agreement with K29 Investments, LLC.

52. Discuss and take appropriate action on a real estate contract with Bagdad Real Estate LLC for 0.375 acres of ROW needed on Bagdad Road at County Road 279. (Parcel 37) Funding Source: Road Bonds P343.

53. Discuss and take appropriate action on a real estate contract with Terry A. Williams for 0.122 acres of ROW needed on County Road 255. (Parcel 29) Funding Source: TANS P588.

54. Discuss and take appropriate action on a real estate contract with Swindoll Investments, LP for 4.091 acres of ROW needed on Southeast Loop Segment 2. (Parcel 44) Funding Source: TANS P588.

55. Discuss and take appropriate action on a Possession and Use Agreement with Michael Forbes Harlow, Linda Lunsford Harlow, Jeremiah Forbes Harlow and Crystal Eastham Harlow for 0.1 acres of ROW needed for the Liberty Hill Bypass. (Parcel 5) Funding Source: Road Bonds P346.

56. Discuss and take appropriate action on a real estate contract with Zoomers Investment Group, LLC for 0.176 acres of ROW needed on Hero Way/RM 2243. (Parcel 338) Funding Source: Road Bonds P326

57. Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn 2.453 acres required for the construction of Bagdad at County Road 279. (Edward Wolf and Jennifer Wolf/ Parcel 10) Funding Source: Road Bonds P343.

58. Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn 2.977 acres (Parcel 219) and 0.008 acres (Parcel 219 Part 2) required for the construction of Hero Way/RM 2243. (Carol Stipanovic Mize and Michael Robert Mize a/k/a Michael R. Mize; Parcel 219 Parts 1 and 2) Funding Source: Road Bonds P326.

59. Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn 3.230 acres required for the construction of Hero Way/RM 2243. (United Bear Creek Storage, L.P. Parcel 221) Funding Source: Road Bonds P326.

60. Discuss, consider and take appropriate action on an update for the 88th Legislative Session.

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)."

61. 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 CR 255.
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.
y) Discuss the acquisition of 321 Ed Schmidt Blvd., #300, Hutto, Texas

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
i) Sale of property located 747 County Rd. 138 Hutto, Texas
j) Discuss Right of Way for Southwestern Boulevard, Georgetown, 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.

62. 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 Fittipaldi
b) Project Acropolis
c) Project World
d) Project Mellencamp
e) Project Corgi
f) Project Anniversary
g) Project Glee
h) Project Skyfall
i) Project Stamper
j) Project Soul Train

63. 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. Cause No. 19-0850-C368; County of Williamson v. Purdue Pharma, LP, et al.; In the 368th Judicial District Court of Williamson County, Texas, and related lawsuits
2. Civil Action No. 1:21-cv-00074-LY; Scott Phillip Lewis v. Williamson County, Texas; In the United States District Court for the Western District of Texas, Austin Division
3. 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

4. Civil Action No. 1:21-cv-00275-LY; 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
5. Civil Action No. 1:21-cv-00350-RP; Imani Nembhard v. Williamson County, Texas, Robert Chody, and Christopher Pisa; In the United States District Court for the Western District of Texas, Austin Division
6. Civil Action No. 1:21-cv-00374-RP; Gary Watsky v. Williamson County, Texas, and Robert Chody, Mark Luera, Steve Deaton, et al.; In the United States District Court for the Western District of Texas, Austin Division
7. Civil Action No. 1:21-cv-00481-LY; Marquina Gilliam-Hicks v. Sean Feldman, In his individual capacity, and Williamson County, Texas; In the United States District Court for the Western District of Texas, Austin Division
8. Civil Action No. 1:21-cv-00615-LY; Bernardo Acosta v. Williamson County, Texas, et al.; In the United States District Court for the Western District of Texas, Austin Division
9. Cause No. 22-0159-C395; Gary Watsky v. Mike Gleason, et al.; In the 395th District Court of Williamson County, Texas
10. Cause No. 22-0916-C368; Chris Noel Carlin v. Christopher Davis and Williamson County; In the 368th Judicial District Court of Williamson County, Texas
11. Civil Action No. 1:22-cv-00254-RP; Rodney A. Hurdsman, #0217082 v. Mike Gleason, et al.; In the United States District Court for the Western District of Texas, Austin Division
12. Cause No. 22-2067-C395; Chauncy Williams v. Williamson County Attorney's Office Victim Services Division, et al.; In the 395th Judicial District Court of Williamson County, Texas
13. 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, et al.; In the 368th Judicial District Court of Williamson County, Texas
14. Civil Action No. 4:22-cv-00576-P; Kyle Strongin, et al. v. Williamson County, et al.; In the United States District Court for the Northern District of Texas
15. Cause No. 22-1152-C425; Catherine Johnston v. Bill Gravell, Williamson County Judge, et al.; In the 425th Judicial District Court of Williamson County, Texas
16. Cause No. 22-1213-C425; Williamson County, Texas v. Ritter Botkin Prime Construction Company, Inc. and Argonaut Insurance Company; In the 425th Judicial District Court of Williamson County, Texas
17. Cause No. 22-1359-C368; Williamson County, Texas v. Ritter, Botkin Prime Construction Company, Inc. and Great American Insurance Company of New York; In the 368th Judicial Court of Williamson County, Texas
18. Cause No. D-1-GN-22-007162; Williamson County v. Ken Paxton, Attorney General of the State of Texas; In the 353rd Judicial District Court of Travis County, Texas
19. Civil Action No. 1:23-cv-00019; Cindy McNatt, individually and as dependent administrator of Estate of Joshua Ray McNatt, et al. v. Williamson County, Texas, et al.; In the United States District Court for the Western District of Texas, Austin Division
20. Cause No. 23-0297-C368; Texas Fair Defense Project v. Williamson County Sheriff's Office; In the 368th Judicial District Court of Williamson County, Texas
21. Cause No. 23-0612-C395; Kirsten Davis v. Williamson County, Texas, et al.; In the 395th Judicial District Court of Williamson County, Texas

c. EEOC/TWC matters:

1. EEOC Charge EEOC Charge No. 451-2023-00766 - K.B.

d. Claims:

e. Other:

1. Legal matters pertaining to the Emergency Communications Department.
2. Legal matters relating to U.S. Fish and Wildlife Service's Final Rule Designating Critical Habitat for the Georgetown and Salado Salamanders.
3. Legal matters pertaining to tax exemptions for private apartment developers under 303.042(f) of the Texas Local Government Code.
4. Legal matters pertaining to DM Medical Billings, LLC.
5. Legal matters relating to proposed Hutto TIRZ #3.
6. Legal matters pertaining to nuisance abatement procedures.
7. Discuss legal matters relating to a Lease Agreement between Williamson County and the Williamson County Children's Advocacy Center, Inc.

64. 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).

65. 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).

66. 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)

67. Discuss and take appropriate action concerning economic development.

68. Discuss and take appropriate action concerning real estate.

69. 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. Legal matters pertaining to tax exemptions for private apartment developers under 303.042(f) of the Texas Local Government Code.
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5. Legal matters relating to proposed Hutto TIRZ #3.
6. Legal matters pertaining to nuisance abatement procedures.
7. Discuss legal matters relating to a Lease Agreement between Williamson County and the Williamson County Children’s Advocacy Center, Inc.

70. 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.

71. Comments from Commissioners.

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

_____
Bill Gravell, Jr., County Judge

This notice of meeting was posted in the locked box located on the south side of the Williamson County Courthouse, a place readily accessible to the general public at all times, on the 28th day of April 2023 at 1:00 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: 05/02/2023

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 Commissioner Precinct #1.

Background

This transfer will provide funding to finish out current training as well as cover the fee for the Texas Association of Counties Conference.

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM	0100-0211-003010	Comm Pct#1/Computer Equip	$750.91
TO	0100-0211-004232	Comm Pct#1/Training, Conf, Sem	$750.91

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	04/26/2023 08:23 AM
Form Started By: Ashlie Holladay		Started On: 04/25/2023 04:11 PM
Final Approval Date: 04/26/2023		

Commissioners Court - Regular Session **4.**

Meeting Date: 05/02/2023

LIT to Office Furniture for County Sheriff

Submitted For: Mike Gleason **Submitted By:** Virginia Johnson, Sheriff

Department: Sheriff

Agenda Category: Consent

Information

Agenda Item

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

Background

A line item transfer is requested to purchase office chairs that are old, worn or unusable for various staff members. Please direct questions to Susan Carmack.

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM:	0100.0560.003006	Office Equipment	$1,900.00
FROM:	0100.0560.003530	Investigative Supplies	$1,900.00
TO:	0100.0560.003005	Office Furniture	$3,800.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	04/26/2023 04:16 PM
Budget Office	Saira Hernandez	04/27/2023 08:37 AM
Form Started By: Virginia Johnson		Started On: 04/26/2023 01:22 PM
Final Approval Date: 04/27/2023		

Commissioners Court - Regular Session **5.**

Meeting Date: 05/02/2023

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 Small Equipment and Tools towards the cost of Biometric Security Safes for the Jail Medical Pharmacy Department. These safes will secure prescribed pharmaceutical medication that only authorized medical personnel can access.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0570.003311	Uniforms	$5746.00
To	0100.0570.003001	Small Equipment & Tools	$5746.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	04/24/2023 03:28 PM
Budget Office	Saira Hernandez	04/25/2023 08:06 AM
Form Started By: Abigail Dass		Started On: 04/24/2023 10:16 AM
Final Approval Date: 04/25/2023		

Commissioners Court - Regular Session **6.**

Meeting Date: 05/02/2023

LIT to Vehicle Repairs & Maint for Tobacco Fund (MHS)

Submitted For: Mike Gleason **Submitted By:** Virginia Johnson, Sheriff

Department: Sheriff

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a line item transfer for the Tobacco Fund.

Background

A line item transfer is requested to cover recent unexpected vehicle maintenance and any additional maintenance for the remainder of the fiscal year for the Mental Health Specialist.

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM:	0340.0340.004415	Vehicle Ins. Deductible	$2,000.00
TO:	0340.0340.004541	Vehicle Repairs & Maint.	$2,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	04/26/2023 04:17 PM
Budget Office	Saira Hernandez	04/27/2023 08:37 AM
Form Started By: Virginia Johnson		Started On: 04/26/2023 02:54 PM
Final Approval Date: 04/27/2023		

Commissioners Court - Regular Session **7.**

Meeting Date: 05/02/2023

LIT to Software Maintenance for Tobacco Fund (MHS)

Submitted For: Mike Gleason **Submitted By:** Virginia Johnson, Sheriff

Department: Sheriff

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a line item transfer for the Tobacco Fund.

Background

A line item transfer is requested to cover shortfall in Software Maintenance due to insufficient funds to cover cost for remainder of fiscal year.

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM:	0340.0340.004415	Vehicle Ins. Deductible	$177.00
TO:	0340.0340.004505	Software Maintenance	$177.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	04/26/2023 04:18 PM
Budget Office	Saira Hernandez	04/27/2023 08:37 AM
Form Started By: Virginia Johnson		Started On: 04/26/2023 03:07 PM
Final Approval Date: 04/27/2023		

Commissioners Court - Regular Session **8.**

Meeting Date: 05/02/2023

Line Item Transfer Facilities Department

Submitted By: Julie Kiley, County Auditor

Department: County Auditor

Agenda Category: Consent

Information

Agenda Item

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

Background

Facilities has experienced numerous repairs and maintenance requiring additional funding to be placed in this line item. Several Facility Enhancement projects cannot be completed this year due to Supply Chain issues. They will be rescheduled for next year.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0509.004509	Facility Enhancements	$400,000.00
To	0100.0509.004510	Facility Repairs	$400,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	04/27/2023 10:08 AM
County Auditor (Originator)	Julie Kiley	04/27/2023 11:12 AM
County Judge Exec Asst.	Becky Pruitt	04/27/2023 11:14 AM
Form Started By: Julie Kiley		Started On: 04/27/2023 09:49 AM
Final Approval Date: 04/27/2023		

Commissioners Court - Regular Session **9.**

Meeting Date: 05/02/2023

05-02-2023 LIT

Submitted For: Kevin Teller **Submitted By:** Edward Pospisil, Infrastructure

Department: Infrastructure **Division:** Fleet Services

Agenda Category: Consent

Information

Agenda Item

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

Background

Unforeseen major repairs have depleted our sublet funds earlier than anticipated for current fiscal year.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0882.0882.003301	Gasoline	$100,000.00
To	0882.0882.003524	Sublets	$100,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	04/26/2023 08:35 AM
Budget Office	Saira Hernandez	04/27/2023 08:37 AM
Form Started By: Edward Pospisil		Started On: 04/25/2023 01:58 PM
Final Approval Date: 04/27/2023		

Commissioners Court - Regular Session **10.**

Meeting Date: 05/02/2023

Line Item Transfer Authorization for Second Quarter of Fiscal Year 23

Submitted For: Melanie Denny **Submitted By:** Nancy Schiller, County Auditor

Department: County Auditor

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action acknowledging line item transfers of $500 or less completed by the County Auditor during January - March (FY23 2nd quarter).

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

LIT FY23 Q2

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	04/27/2023 11:39 AM
Form Started By: Nancy Schiller		Started On: 04/27/2023 10:58 AM
Final Approval Date: 04/27/2023		

FY23 LIT's Equal to or Less Than $500 - 2nd QTR

Dept	*From/To*			*Line #*			*Amount*
EMS	From	01	0100	0540	003001	$	23.00
	To	01	0100	0540	004216	$	23.00
ON-SITE SEWAGE FACILITIES	From	01	0100	0661	004350	$	269.25
	To	01	0100	0661	004310	$	269.25
HUMAN RESOURCES	From	01	0100	0402	004999	$	119.99
	To	01	0100	0402	003005	$	119.99
J.P. PRECINCT 2	From	01	0100	0452	004216	$	170.00
	To	01	0100	0452	004209	$	170.00
COUNTY SHERIFF	From	01	0100	0560	003100	$	97.00
	To	01	0100	0560	004410	$	97.00
COUNTY COURT AT LAW 2	From	01	0100	0427	004999	$	20.00
	To	01	0100	0427	004350	$	20.00
COUNTY SHERIFF	From	01	0100	0560	003008	$	450.00
	To	01	0100	0560	005008	$	450.00
EXTENSION SERVICE	From	01	0100	0665	004350	$	210.00
	To	01	0100	0665	003900	$	210.00
COMMISSIONERS COURT	From	01	0100	0401	004350	$	50.00
	To	01	0100	0401	004621	$	50.00
CONSTABLE PRECINCT 4	From	01	0100	0554	004718	$	200.00
	To	01	0100	0554	005700	$	200.00
J.P. PRECINCT 2	From	01	0100	0452	004999	$	96.06
	To	01	0100	0452	004621	$	96.06
CO TAX ASSESSOR COLLECTOR	From	01	0100	0499	004212	$	345.00
	To	01	0100	0499	003900	$	345.00
PRETRIAL DISCRETIONARY FDING	From	01	0100	0591	004999	$	50.00
	To	01	0100	0591	004705	$	50.00
COUNTY TREASURER	From	01	0100	0497	003100	$	39.99
	To	01	0100	0497	003010	$	39.99
CO TAX ASSESSOR COLLECTOR	From	01	0100	0499	004212	$	375.25
	To	01	0100	0499	004500	$	375.25
911 COMMUNICATIONS	From	01	0100	0581	003100	$	300.00
	To	01	0100	0581	004410	$	300.00
COMMISSIONER PCT. 4	From	01	0100	0214	004231	$	500.00
	To	01	0100	0214	003100	$	500.00

CONSTABLE PRECINCT 4	From	01	0100	0554	004705	$	205.99
	To	01	0100	0554	003601	$	205.99
	From	01	0100	0554	004705	$	7.00
	To	01	0100	0554	004621	$	7.00
COUNTY ATTORNEY	From	01	0100	0475	004902	$	90.00
	To	01	0100	0475	003601	$	90.00
COUNTY JAIL	From	01	0100	0570	004999	$	500.00
	To	01	0100	0570	004311	$	500.00
UNIFIED ROAD SYSTEM	From	01	0200	0210	005711	$	500.00
	To	01	0200	0210	004543	$	500.00
COUNTY COURT AT LAW 3	From	01	0100	0428	004010	$	400.00
	To	01	0100	0428	004410	$	400.00
EXTENSION SERVICE	From	01	0100	0665	003101	$	75.00
	To	01	0100	0665	003900	$	75.00
PRETRIAL DISCRETIONAL FDING	From	01	0100	0591	004100	$	268.00
	To	01	0100	0591	004543	$	268.00
J.P. PRECINCT 4	From	01	0100	0454	004350	$	181.00
	To	01	0100	0454	004510	$	181.00
CONSTABLE PRECINCT 2	From	01	0100	0552	004999	$	70.00
	To	01	0100	0552	003001	$	70.00
CONSTABLE PRECINCT 2	From	01	0100	0552	004999	$	11.00
	To	01	0100	0552	003001	$	11.00
COMMISSIONERS COURT	From	01	0100	0401	004311	$	60.00
	To	01	0100	0401	004705	$	60.00
WIRELESS COMMUNICATIONS	From	01	0100	0587	004999	$	200.00
	To	01	0100	0587	003901	$	200.00
CO TAX ASSESSOR COLLECTOR	From	01	0100	0499	003100	$	5.00
	To	01	0100	0499	003900	$	5.00
J.P. PRECINCT 2	From	01	0100	0452	003100	$	19.00
	To	01	0100	0452	004210	$	19.00
CONSTABLE PRECINCT 2	From	01	0100	0552	004999	$	15.00
	To	01	0100	0552	003001	$	15.00
EXTENSION SERVICE	From	01	0100	0665	003100	$	81.46
	To	01	0100	0665	003005	$	81.46
26TH DISTRICT COURT	From	01	0100	0436	004350	$	500.00
	To	01	0100	0436	004010	$	500.00

J.P. PRECINCT 2	From	01	0100	0452	003100	$	155.00
	To	01	0100	0452	004209	$	155.00
COUNTY COURT AT LAW 2	From	01	0100	0427	004999	$	38.91
	To	01	0100	0427	004231	$	38.91
CONSTABLE PRECINCT 2	From	01	0100	0554	004705	$	13.01
	To	01	0100	0554	004621	$	13.01
JUVENILE SERVICES	From	01	0100	0576	004102	$	400.00
	To	01	0100	0576	004500	$	400.00
COMMISSIONER PCT 2	From	01	0100	0212	003120	$	200.00
	To	01	0100	0212	003100	$	200.00
J.P. PRECINCT 4	From	01	0100	0454	003100	$	106.44
	To	01	0100	0454	003006	$	106.44
FLEET MAINTENANCE	From	01	0882	0882	003001	$	350.00
	To	01	0882	0882	004543	$	350.00
425TH DISTRICT COURT	From	01	0100	0441	003120	$	0.28
	To	01	0100	0441	004999	$	0.28
PRETRIAL DISCRETIONARY FDING	From	01	0100	0591	004999	$	91.99
	To	01	0100	0591	003005	$	91.99
ANIMAL SERVICES	From	01	0545	0545	004419	$	202.80
	To	01	0545	0545	004500	$	202.80
DISTRICT ATTORNEY	From	01	0100	0440	003010	$	500.00
	To	01	0100	0440	004544	$	500.00

Commissioners Court - Regular Session **11.**

Meeting Date: 05/02/2023

Compensation Items

Submitted By: Kayla Marek, Human Resources

Department: Human Resources

Agenda Category: Consent

Information

Agenda Item

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

Background

See attached documentation for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Merit Report

Merit LIT

Form Review

Inbox	Reviewed By	Date
Human Resources (Originator)	Rebecca Clemons	04/27/2023 09:02 AM
County Judge Exec Asst.	Becky Pruitt	04/27/2023 09:32 AM
Form Started By: Kayla Marek		Started On: 04/26/2023 02:05 PM
Final Approval Date: 04/27/2023		

Department	Position	Emp Num	Current Annual Salary	Annual Merit Amt	Merit%	New Annual Salary	Lump-sum Merit	Pay Proposal Reason	Effective Date of Change
Animal Services	Foster/Volunteer Coord.1884.001100.	13387	$52,093.34	$1,562.86	3.00	$53,656.20	-	MERIT	12-May-23
County Auditor	Accountant I.0624.001100.	16429	$54,243.02	$1,627.34	3.00	$55,870.36	-	MERIT	26-May-23
County Auditor	Financial Director.0640.001100.	16425	$107,999.84	$3,240.12	3.00	$111,239.96	-	MERIT	12-May-23
County Clerk Judicial	Division Supervisor.0665.001100.	16086	$66,222.78	$662.22	1.00	$66,885.00	-	MERIT	12-May-23

				(TO)	(FROM)
entity	fund	dept	object	dr	cr
01	0545	0545	001100	1,562.86	
01	0545	0545	001130		1,562.86
01	0100	0495	001100	4,867.46	
01	0100	0495	001130		4,867.46
01	0100	0404	001100	662.22	
01	0100	0404	002010	50.66	
01	0100	0404	002020	102.91	
01	0100	8002	001130		662.22
01	0100	8002	002010		50.66
01	0100	8002	002020		102.91

Commissioners Court - Regular Session **12.**

Meeting Date: 05/02/2023

Assets for Auction Monthly Report 5.2.23

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Auction, pursuant to Texas Local Government Code 263.152, for the period of 4/01/2023 through 4/30/2023.

Background

Please see the attached list for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Assets for Auction Monthly Report 4.30.23

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	04/26/2023 05:24 PM
County Judge Exec Asst.	Becky Pruitt	04/27/2023 08:55 AM
Form Started By: Mary Watson		Started On: 04/19/2023 11:14 AM
Final Approval Date: 04/27/2023		

*April 2023 | Monthly Report | **Court Date:** | 5/2/2023

Williamson County - Assets for Auction

Agenda #: 31512

Item	Serial Number	Quantity	Department
task chair		1	368th District
Optiplex AIO w/keyboard and mouse	81BK9N2	1	368th District
Optiplex w/keyboard and mouse	D3Y2DS2	1	368th District
Microsoft surface pro w/keyboard and mouse	3189752653	1	368th District
desk tray		1	368th District
hotplate		1	368th District
toaster		1	368th District
glass bowls		2	368th District
Dell monitor		3	368th District
HP monitor	CNC4020N87	1	368th District
Vintage picture		3	368th District
bookshelf		1	368th District
corkboard		1	368th District
HP Officejet 7110 Printer	CN34M1TGBG05R1, CN34M1TGNG05R1	2	911 Communications
Box of misc. computer cables,peripherals,adapters		1	911 Communications
Dell Computer Monitors		7	911 Communications
Dell Soundbar		20	911 Communications
Cyber Acoustics deskto speakers - Set		3	911 Communications
Dell Model 3400 Laptop	224295	1	911 Communications
Dell Model 5580 Laptop	See List	5	911 Communications
Apple Ipad	226150	1	911 Communications
Havis Ipad Case/Dock		2	911 Communications
Dell monitor	HGYBPG2	1	CC at Law 4
Dell Optiplex	4FD4SZ2	1	CC at Law 4
Dell Optiplex 7050	837MBM2	1	CC at Law 4
Dell Optiplex 780	40CVFQ1	1	CC at Law 4
24 inch dell monitor	FTR9TL2	1	CC at Law 4
Dell monitor	CN-OFJ44J-74445-54K-BBAM	1	CC at Law 4
Dell OptiPlex 7070 Wilco #12091	6LQ4B03	1	Corrections
Dell 22" monitor		2	County Attorney
Blue office chaIr		3	County Clerk
Red office chair		1	County Clerk
Desk Hutch		1	Elections
HP Laser Jet Pro M77FDW Printer	VNBKKC8L3	1	Emergency Management
Dell Latitude 5289	5HFXMH2	1	Human Resources
Dell Latitude E7250	1F6XQ72	1	Human Resources
Dell Optiplex 7070	HZWXS13	1	Human Resources
Rolling cabinet		1	Human Resources
Brother P-Touch QL-500 Label maker	U6150-A5Z627532	1	Human Resources
Fujitsu fi-6130 Scanner	310,001	1	Human Resources
Sony Video Camera Model Evi-HD3V	101471	1	Information Systems
ClearOne speakerphone	0469-1110-08	1	Information Systems
Vidyo Room HD-100 Model VIDYO-PROD-003	1.00105E+13	1	Information Systems
Bos of misc cables & a Vidyo remote		1	Information Systems
Credenza - desk		1	JP 2
Bookshelves		2	JP 2
Dell computer	G90KPY2	1	Magistrate Office
Wooden credenza		1	Sheriff's Office
wooden bookcase		1	Sheriff's Office
Optiplex 7070 Desktop	1QVSNY2	1	Sheriff's Office
Optiplex 7070 Desktop	GMS1PX2	1	Sheriff's Office
OptiPlex 7040 Desktop	FJGFZC2	1	Sheriff's Office
OptiPlex 7470 AIP Series	9YW6T13	1	Sheriff's Office
Computer monitors		3	Sheriff's Office
Optiplex 7070 Desktop	GMQ3PX2	1	Sheriff's Office
Optiplex 7070 Desktop	1QVRNY2	1	Sheriff's Office
OptiPlex 7040 Desktop	3076DD2	1	Sheriff's Office
OptiPlex 7040 Desktop	3061DD2	1	Sheriff's Office
Computer monitors		4	Sheriff's Office
Dell 5820 tower	FF1R7X2	1	Sheriff's Office
Dell multi function printer	HVGBZC2	1	Sheriff's Office

Asset Status Change

Title:	i:0#.f|membership|jtredemeyer@wilco.org - 19-04-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	hotplate
1. Oracle Asset #:	NOT LISTED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	toaster
2. Oracle Asset #:	NOT LISTED IN ORACLE PER ASSET GUIDELINES
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	2
3. Description:	glass bowls
3. Oracle Asset #:	NOT LISTED IN ORACLE PER ASSET GUIDELINES
3. Condition of Assets:	Working
4. Quantity (Mandatory):	3
4. Description:	Dell monitor
4. Oracle Asset #:	NOT LISTED IN ORACLE PER ASSET GUIDELINES
4. Condition of Assets:	Working
5. Quantity (Mandatory):	1
5. Description	HP Monitor
5. Manufacturer ID #	CNC4020N87
5. Oracle Asset #	NOT LISTED IN ORACLE PER ASSET GUIDELINES
5. Condition of Assets	Working
Transferring Dept.:	368th District
Transferring Dept. Contact Person	Jennifer Tredemeyer
Transferring Dept. Contact Ph#:	512-943-1368
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Jennifer Tredemeyer 4/19/2023 11:46 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	5/2/2023

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|jtredemeyer@wilco.org - 03-04-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	task chair
1. Manufacturer ID #:	n/a
1. Oracle Asset #:	NOT LISTED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Optiplex AIO w/ keyboard and mouse
2. Manufacturer ID #:	81BK9N2
2. Oracle Asset #:	207833
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	Optiplex w/ keyboard and mouse
3. Manufacturer ID #:	D3Y2DS2
3. Oracle Asset #:	217033
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	Microsoft Surface Pro w/ keyboard and mouse
4. Manufacturer ID #:	003189752653
4. Oracle Asset #:	146324
4. Condition of Assets:	Working
5. Quantity (Mandatory):	1
5. Description	desk tray
5. Manufacturer ID #	n/a
5. Oracle Asset #	NOT LISTED IN ORACLE PER ASSET GUIDELINES
5. Condition of Assets	Working
Transferring Dept.:	368th District
Transferring Dept. Contact Person	Jennifer Tredemeyer
Transferring Dept. Contact Ph#:	512-943-3626
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	Jennifer Tredemeyer 4/3/2023 1:34 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	

Asset Status Change

Asset Status Change

Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	
Purchasing Final Determination	Auction
Court Date:	5/2/2023
Agenda Item:	31512

Asset Status Change

Title:	i:0#.f|membership|jtredemeyer@wilco.org - 19-04-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	3
1. Description:	Vintage picture
1. Oracle Asset #:	NOT LISTED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	bookshelf
2. Oracle Asset #:	NOT LISTED IN ORACLE PER ASSET GUIDELINES
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	corkboard
3. Oracle Asset #:	NOT LISTED IN ORACLE PER ASSET GUIDELINES
3. Condition of Assets:	Working
Transferring Dept.:	368th District
Transferring Dept. Contact Person	Jennifer Tredemeyer
Transferring Dept. Contact Ph#:	512-943-1368
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Jennifer Tredemeyer 4/19/2023 11:47 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	5/2/2023
Agenda Item:	31512

Asset Status Change

Title:	i:0#.f|membership|jeff.spencer@wilco.org - 14-04-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	2
1. Description:	HP Officejet 7110 Printer
1. Manufacturer ID #:	CN34M1TGBG05R1; CN34M1TGNG05R1
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Unknown
Transferring Dept.:	911 Communications
Transferring Dept. Contact Person	Jeff Spencer
Transferring Dept. Contact Ph#:	512-943-1390
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Katherine Wolf 4/14/2023 1:21 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	5/2/2023
Agenda Item:	31512

Asset Status Change

Title:	i:0#.f|membership|jeff.spencer@wilco.org - 17-04-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Box of miscellaneous computer cables, peripherals, adapters etc.
1. Manufacturer ID #:	None
1. Oracle Asset #:	NOT LISTED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	7
2. Description:	Dell Computer Monitors
2. Oracle Asset #:	NOT LISTED IN ORACLE PER ASSET GUIDELINES
2. Condition of Assets:	Non-Working
3. Quantity (Mandatory):	20
3. Description:	Dell Soundbar
3. Oracle Asset #:	NOT LISTED IN ORACLE PER ASSET GUIDELINES
3. Condition of Assets:	Unknown
4. Quantity (Mandatory):	3
4. Description:	Cyber Acoustics desktop speakers - Set
4. Oracle Asset #:	NOT LISTED IN ORACLE PER ASSET GUIDELINES
4. Condition of Assets:	Unknown
Transferring Dept.:	911 Communications
Transferring Dept. Contact Person	Jeff Spencer
Transferring Dept. Contact Ph#:	3-1390
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Katherine Wolf 4/17/2023 3:42 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	5/2/2023
Agenda Item:	31512

Asset Status Change

Title:	i:0#.f|membership|jeff.spencer@wilco.org - 19-04-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Model 3400 Laptop
1. Manufacturer ID #:	Oracle # 224295 (ST CZ09KT2)
1. Oracle Asset #:	224295
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	5
2. Description:	Dell Model 5580 Laptop
2. Manufacturer ID #:	Oracle # 210950; 210957; 210951; 210954; 210958
2. Oracle Asset #:	210950; 210957; 210951; 210954; 210958
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	Apple Ipad
3. Manufacturer ID #:	Oracle # 226150
3. Oracle Asset #:	226150
3. Condition of Assets:	Working
4. Quantity (Mandatory):	2
4. Description:	Havis Ipad Case/ Dock
4. Manufacturer ID #:	n/a
4. Oracle Asset #:	NOT LISTED IN ORACLE PER ASSET GUIDELINES
4. Condition of Assets:	Unknown
Transferring Dept.:	911 Communications
Transferring Dept. Contact Person	Jeff Spencer
Transferring Dept. Contact Ph#:	3-1390
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Katherine Wolf 4/19/2023 2:52 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	5/2/2023
Agenda Item:	31512

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|sthreadgill@wilco.org - 28-03-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Optiplex 7070
1. Manufacturer ID #:	4FD4SZ2
1. Oracle Asset #:	233090
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Dell Optiplex 7050
2. Manufacturer ID #:	837MBM2
2. Oracle Asset #:	206714
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	Dell Optiplex 780
3. Manufacturer ID #:	40CVFQ1
3. Oracle Asset #:	56971
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	24 inch dell monitor
4. Manufacturer ID #:	FTR9TL2
4. Oracle Asset #:	NOT LISTED IN ORACLE PER ASSET GUIDELINES
4. Condition of Assets:	Working
5. Quantity (Mandatory):	1
5. Description	Dell monitor
5. Manufacturer ID #	CN-OFJ44J-74445-54K-BBAM
5. Oracle Asset #	NOT LISTED IN ORACLE PER ASSET GUIDELINES
5. Condition of Assets	Working
Transferring Dept.:	County Court at Law 4
Transferring Dept. Contact Person	Sharrion Threadgill
Transferring Dept. Contact Ph#:	(512) 943-1681
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Sharrion Threadgill 3/28/2023 9:32 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘

Asset Status Change

Asset Status Change

Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	
Purchasing Final Determination	Auction
Court Date:	5/2/2023

Asset Status Change

Title:	i:0#.f|membership|sthreadgill@wilco.org - 28-03-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	dell monitor
1. Manufacturer ID #:	HGYBPG2
1. Oracle Asset #:	NOT LISTED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Working
Transferring Dept.:	County Court at Law 4
Transferring Dept. Contact Person	Sharrion Threadgill
Transferring Dept. Contact Ph#:	(512) 924-1405
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Sharrion Threadgill 3/28/2023 9:34 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	5/2/2023

Asset Status Change

Title:	i:0#.f|membership|sarina.gonzalez@wilco.org - 29-03-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell OptiPlex 7070 Wilco #12091
1. Manufacturer ID #:	6LQ4B03
1. Oracle Asset #:	233256
1. Condition of Assets:	Unknown
Transferring Dept.:	Corrections
Transferring Dept. Contact Person	Sarina Gonzalez
Transferring Dept. Contact Ph#:	512-943-3624
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Abigail Dass 3/30/2023 11:16 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	5/2/2023

Asset Status Change

Title:	i:0#.f|membership|slloyd@wilco.org - 11-04-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	2
1. Description:	Dell 22" monitor
1. Oracle Asset #:	NOT LISTED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Working
Transferring Dept.:	County Attorney
Transferring Dept. Contact Person	Stephanie Lloyd
Transferring Dept. Contact Ph#:	512-943-1116
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	Stephanie Lloyd 4/11/2023 11:38 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	
Purchasing Final Determination	Auction
Court Date:	5/2/2023
Agenda Item:	31512

Asset Status Change

Title:	i:0#.f|membership|amanda.brown@wilco.org - 22-02-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	3
1. Description:	Blue office chair
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Red office chair
2. Manufacturer ID #:	MV411R
2. Oracle Asset #:	NOT FOUND IN ORACLE
2. Condition of Assets:	Working
Transferring Dept.:	County Clerk
Transferring Dept. Contact Person	Kellie Currie
Transferring Dept. Contact Ph#:	512-943-1522
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Nancy E. Rister 4/24/2023 9:33 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✔ Nancy E. Rister 4/24/2023 9:30 AM
Purchasing Final Determination	Auction
Court Date:	5/2/2023
Agenda Item:	31512

Asset Status Change

Title:	i:0#.f|membership|judith.ritchie@wilco.org - 03-04-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Desk Hutch
1. Oracle Asset #:	NOT LISTED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Working
Transferring Dept.:	Elections
Transferring Dept. Contact Person	Judith Ritchie
Transferring Dept. Contact Ph#:	31569
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Judith Ritchie 4/3/2023 12:24 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	5/2/2023
Agenda Item:	31512
Asset(s) delivered to warehouse on:	4/14/2023
Delivered to warehouse by:	Joshua Henderson

Asset Status Change

Title:	i:0#.f|membership|damaris.morales@wilco.org - 25-04-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	HP LASER JET PRO M77FDW PRINTER
1. Manufacturer ID #:	VNBKKC8L3
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Working
Transferring Dept.:	Emergency Management
Transferring Dept. Contact Person	Damaris Morales
Transferring Dept. Contact Ph#:	5128648248
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Shantelle Brannon 4/25/2023 9:27 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	5/2/2023
Agenda Item:	31512
Asset(s) delivered to warehouse on:	4/25/2023
Delivered to warehouse by:	Joshua Henderson

Asset Status Change

Title:	i:0#.f|membership|evelyn.petrere@wilco.org - 20-04-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	DELL LATITUDE 5289
1. Manufacturer ID #:	5HFXMH2
1. Oracle Asset #:	200811
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	DELL LATITUDE E7250
2. Manufacturer ID #:	1F6XQ72
2. Oracle Asset #:	163547
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	1
3. Description:	DELL OPTIPLEX 7070
3. Manufacturer ID #:	HZWXS13
3. Oracle Asset #:	237344
3. Condition of Assets:	Working
Transferring Dept.:	Human Resources
Transferring Dept. Contact Person	Evelyn Petrere
Transferring Dept. Contact Ph#:	512-943-1525
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Rebecca Clemons 4/20/2023 1:04 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	5/2/2023
Agenda Item:	31512

Asset Status Change

Title:	i:0#.f|membership|evelyn.petrere@wilco.org - 24-04-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Rolling cabinet
1. Manufacturer ID #:	N/A
1. Oracle Asset #:	NOT LISTED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Non-Working
2. Quantity (Mandatory)::	1
2. Description:	Brother P-Tocuh QL-500 Label maker
2. Manufacturer ID #:	U6150-A5Z627532
2. Oracle Asset #:	NOT LISTED IN ORACLE PER ASSET GUIDELINES
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	Fujitsu fi-6130 Scanner
3. Manufacturer ID #:	310001
3. Oracle Asset #:	56374
3. Condition of Assets:	Non-Working
Transferring Dept.:	Human Resources
Transferring Dept. Contact Person	Evelyn Petrere
Transferring Dept. Contact Ph#:	512-943-1525
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Rebecca Clemons 4/24/2023 12:05 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	5/2/2023
Agenda Item:	31512

Asset Status Change

Title:	i:0#.f|membership|sarina.gonzalez@wilco.org - 21-04-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Sony Video Camera Model EVI-HD3V
1. Manufacturer ID #:	S/N: 101471 RCI SN: 519516
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	ClearOne speakerphone
2. Manufacturer ID #:	S/N: 0469-1110-08
2. Oracle Asset #:	NOT LISTED IN ORACLE PER ASSET GUIDELINES
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	1
3. Description:	Vidyo Room HD-100 Model VIDYO-PROD-003
3. Manufacturer ID #:	S/N: 10010509110483 Wilco #9531
3. Oracle Asset #:	NOT FOUND IN ORACLE
3. Condition of Assets:	Unknown
4. Quantity (Mandatory):	1
4. Description:	Box of misc cables & a Vidyo remote
4. Oracle Asset #:	NOT LISTED IN ORACLE PER ASSET GUIDELINES
4. Condition of Assets:	Unknown
Transferring Dept.:	Information Systems
Transferring Dept. Contact Person	Sarina Gonzalez
Transferring Dept. Contact Ph#:	512-943-3624
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Julie Schultz 4/21/2023 3:55 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✖
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✖
Purchasing Final Determination	Auction
Court Date:	5/2/2023
Agenda Item:	31512

Asset Status Change

Title:	i:0#.f|membership|sfriedman@wilco.org - 24-04-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Credenza - desk
1. Oracle Asset #:	NOT LISTED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	2
2. Description:	Bookshelves
2. Oracle Asset #:	NOT LISTED IN ORACLE PER ASSET GUIDELINES
2. Condition of Assets:	Working
Transferring Dept.:	Justice of the Peace 2
Transferring Dept. Contact Person	Melissa East
Transferring Dept. Contact Ph#:	512-260-4218
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Melissa East 4/24/2023 2:57 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	5/2/2023
Agenda Item:	31512

Asset Status Change

Title:	i:0#.f|membership|ronald.morgan@wilco.org - 31-03-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Computer
1. Manufacturer ID #:	G90KPY2
1. Oracle Asset #:	227131
1. Condition of Assets:	Working
Transferring Dept.:	Magistrate Office
Transferring Dept. Contact Person	Ronald Morgan
Transferring Dept. Contact Ph#:	x33530
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Ronald S. Morgan, Jr. 3/31/2023 11:37 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	5/2/2023
Agenda Item:	31512

Asset Status Change

Title:	i:0#.f|membership|mjohnson@wilco.org - 03-04-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Wooden credenza
1. Oracle Asset #:	NOT LISTED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	wooden bookcase
2. Oracle Asset #:	NOT LISTED IN ORACLE PER ASSET GUIDELINES
2. Condition of Assets:	Working
Transferring Dept.:	Sheriff's Office
Transferring Dept. Contact Person	Mary Johnson
Transferring Dept. Contact Ph#:	512-943-1313
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	Pat Erickson 4/3/2023 7:50 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	
Purchasing Final Determination	Auction
Court Date:	5/2/2023
Agenda Item:	31512

Asset Status Change

Title:	i:0#.f|membership|mjohnson@wilco.org - 20-03-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell 5820 tower
1. Manufacturer ID #:	FF1R7X2
1. Oracle Asset #:	224181
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Dell multi function printer
2. Manufacturer ID #:	HVGBZC2
2. Oracle Asset #:	NOT FOUND IN ORACLE
2. Condition of Assets:	Non-Working
Transferring Dept.:	Sheriff's Office
Transferring Dept. Contact Person	Mary Johnson
Transferring Dept. Contact Ph#:	512-943-1313
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	Pat Erickson 4/3/2023 7:49 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	
Purchasing Final Determination	Auction
Court Date:	5/2/2023
Agenda Item:	31512

Asset Status Change

Title:	i:0#.f|membership|starlahall@wilco.org - 12-04-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Optiplex 7070 Desktop
1. Manufacturer ID #:	1QVSNY2
1. Oracle Asset #:	226205
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	OptiPlex 7070 Desktop
2. Manufacturer ID #:	GMS1PX2
2. Oracle Asset #:	224201
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	OptiPlex 7040 Desktop
3. Manufacturer ID #:	FJGFZC2
3. Oracle Asset #:	159467
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	OptiPlex 7470 AIO Series
4. Manufacturer ID #:	9YW6T13
4. Oracle Asset #:	237345
4. Condition of Assets:	Working
5. Quantity (Mandatory):	3
5. Description	Computer monitors
5. Condition of Assets	Working
Transferring Dept.:	Sheriff's Office
Transferring Dept. Contact Person	Starla Hall
Transferring Dept. Contact Ph#:	512-943-5270
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ James D. Carmona 4/12/2023 3:32 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗

Asset Status Change

Asset Status Change

Purchasing Final Determination	Auction
Court Date:	5/2/2023
Agenda Item:	31512

Asset Status Change

Title:	i:0#.f|membership|starlahall@wilco.org - 14-04-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Optiplex 7070 Desktop
1. Manufacturer ID #:	GMQ3PX2
1. Oracle Asset #:	224204
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	OptiPlex 7070 Desktop
2. Manufacturer ID #:	1QVRNY2
2. Oracle Asset #:	226206
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	OptiPlex 7040 Desktop
3. Manufacturer ID #:	3076DD2
3. Oracle Asset #:	159463
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	OptiPlex 7040 Desktop
4. Manufacturer ID #:	3061DD2
4. Oracle Asset #:	159461
4. Condition of Assets:	Non-Working
5. Quantity (Mandatory):	4
5. Description	Computer monitors
5. Oracle Asset #	NOT LISTED IN ORACLE PER ASSET GUIDELINES
5. Condition of Assets	Unknown
Transferring Dept.:	Sheriff's Office
Transferring Dept. Contact Person	Starla Hall
Transferring Dept. Contact Ph#:	512-943-5270
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ James D. Carmona 4/17/2023 8:08 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✖

Asset Status Change

Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	
Purchasing Final Determination	Auction
Court Date:	5/2/2023
Agenda Item:	31512

Commissioners Court - Regular Session **13.**

Meeting Date: 05/02/2023

Assets for Destruction Monthly Report 5.2.23

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Destruction, pursuant to Texas Local Government Code 263.152, for the period of 4/01/2023 through 4/30/2023.

Background

Please see the attached list for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Assets for Destruction Monthly Report 4.30.23

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	04/26/2023 05:29 PM
County Judge Exec Asst.	Becky Pruitt	04/27/2023 08:55 AM
Form Started By: Mary Watson		Started On: 04/19/2023 11:15 AM
Final Approval Date: 04/27/2023		

"April 2023 Monthly Report **Court Date:** 5/2/2023

Williamson County - Assets for Destruction

Agenda #: 31513

Item	Serial Number	Quantity	Department
Logitech Wireless Mouse & Keyboard		1	Human Resources
Logitech Wireless Keyboard - no dongle		1	Human Resources
Display Stand		1	Human Resources
Surge Protector/Power Cord		1	Human Resources

Asset Status Change

Title:	i:0#.f|membership|evelyn.petrere@wilco.org - 20-04-2023
Disposal Method:	DESTRUCTION due to Public Health/Safety or no apparent value
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Logitech Wireless Mouse & Keyboard
1. Manufacturer ID #:	N/A
1. Oracle Asset #:	NOT LISTED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Non-Working
2. Quantity (Mandatory)::	1
2. Description:	Logitech Wireless Keyboard - no dongle
2. Manufacturer ID #:	N/A
2. Oracle Asset #:	NOT LISTED IN ORACLE PER ASSET GUIDELINES
2. Condition of Assets:	Non-Working
3. Quantity (Mandatory):	1
3. Description:	Display Stand
3. Manufacturer ID #:	N/A
3. Oracle Asset #:	NOT LISTED IN ORACLE PER ASSET GUIDELINES
3. Condition of Assets:	Non-Working
4. Quantity (Mandatory):	1
4. Description:	Surge Protector/Power Cord
4. Manufacturer ID #:	N/A
4. Oracle Asset #:	NOT LISTED IN ORACLE PER ASSET GUIDELINES
4. Condition of Assets:	Non-Working
Transferring Dept.:	Human Resources
Transferring Dept. Contact Person	Evelyn Petrere
Transferring Dept. Contact Ph#:	512-943-1525
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Rebecca Clemons 4/20/2023 1:04 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Destruction
Court Date:	5/2/2023
Agenda Item:	31513

Asset Status Change

Commissioners Court - Regular Session **14.**

Meeting Date: 05/02/2023

Assets for Transfer Monthly Report 5.2.23

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Transfer, pursuant to Texas Local Government Code 263.152, for the period of 4/01/2023 through 4/30/2023.

Background

Please see the attached list for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Assets for Transfer Monthly Report 4.30.23

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	04/26/2023 05:31 PM
County Judge Exec Asst.	Becky Pruitt	04/27/2023 08:56 AM
Form Started By: Mary Watson		Started On: 04/19/2023 11:15 AM
Final Approval Date: 04/27/2023		

*April 2023 Monthly Report **Court Date:** 5/2/2023

Williamson County - Assets for Transfer

Agenda #:

Item	Serial Number	Quantity	From Department	To Department
Dell Mobile Precision 3560 Laptop	HSL2LG3	1	911 Communications	Public Safety IT
Desktop	4H94XQ2	1	911 Communications	Public Safety IT
Dell Precision 3650 Desktop	2GWKNK3	1	911 Communications	Public Safety IT
Dell Mobile Precision 3560 Laptop	BCL2LG3	1	911 Communications	Public Safety IT
Dell 34" Curved Monitor	8S63J53	1	911 Communications	Public Safety IT
Dell 34" Curved Monitor	9F73J53	1	911 Communications	Public Safety IT
Dell OptiPlex 7090 Desktop	2VV7PK3	1	911 Communications	Public Safety IT
Dell Mobile Precision 3560 Laptop	9CL2LG3	1	911 Communications	Public Safety IT
Dell 34" Curved Monitor	4J73J53	1	911 Communications	Public Safety IT
Dell 34" Curved Monitor	GQ63J53	1	911 Communications	Public Safety IT
Conference Table 150"x58" w/power		1	911 Communications	Building Maintenance
Office Chairs - Green		4	911 Communications	County Clerk
Dell Latitude 5520 Laptop	897JQL3	1	Commissioners Court	Human Resources

Asset Status Change

Title:	i:0#.f|membership|jeff.spencer@wilco.org - 21-04-2023
Disposal Method:	TRANSFER between county departments
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Conference Table 150"x 58" with Power/ Lan ports.
1. Oracle Asset #:	NOT LISTED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Working
Transferring Dept.:	911 Communications
Transferring Dept. Contact Person	Jeff Spencer
Transferring Dept. Contact Ph#:	3-1390
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Katherine Wolf 4/24/2023 9:23 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✖
Receiving Dept.	Building Maintenance
Receiving Department Contact Person:	Dale Butler
Receiving Dept. Contact Ph#:	3-1609
Receiving Dept. - Elect. Offic./Dept .Head/Auth Staff:	Dale Butler
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✔ Dale Butler 4/24/2023 11:46 AM
Purchasing Final Determination	Internal Department Transfer
Court Date:	5/2/2023
Agenda Item:	31515

Asset Status Change

Title:	i:0#.f|membership|jeff.spencer@wilco.org - 20-04-2023
Disposal Method:	TRANSFER between county departments
Item(s) Category:	Other
1. Quantity (Mandatory):	4
1. Description:	Office Chairs- Green
1. Manufacturer ID #:	N/A (not in oracle)
1. Oracle Asset #:	NOT LISTED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Working
Transferring Dept.:	911 Communications
Transferring Dept. Contact Person	Jeff Spencer
Transferring Dept. Contact Ph#:	3-1390
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Katherine Wolf 4/24/2023 9:26 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Dept.	County Clerk
Receiving Department Contact Person:	Nancy Rister
Receiving Dept. Contact Ph#:	3-1520
Receiving Dept. - Elect. Offic./Dept .Head/Auth Staff:	Nancy Rister
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✔ Nancy E. Rister 4/24/2023 9:32 AM
Purchasing Final Determination	Internal Department Transfer
Court Date:	5/2/2023
Agenda Item:	31515

Asset Status Change

Title:	i:0#.f|membership|sarina.gonzalez@wilco.org - 28-02-2023
Disposal Method:	TRANSFER between county departments
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Mobile Precision 3560 Laptop
1. Manufacturer ID #:	HSL2LG3
1. Oracle Asset #:	277889
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Desktop
2. Manufacturer ID #:	4H94XQ2
2. Oracle Asset #:	210980
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	Dell Precision 3650 Desktop
3. Manufacturer ID #:	2GWKNK3
3. Oracle Asset #:	277876
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	Dell Mobile Precision 3560 Laptop
4. Manufacturer ID #:	BCL2LG3
4. Oracle Asset #:	277888
4. Condition of Assets:	Working
5. Quantity (Mandatory):	1
5. Description	Dell 34" Curved Monitor
5. Manufacturer ID #	8S63J53
5. Oracle Asset #	NOT LISTED IN ORACLE PER ASSET GUIDELINES
5. Condition of Assets	Working
Transferring Dept.:	911 Communications
Transferring Dept. Contact Person	Sarina Gonzalez
Transferring Dept. Contact Ph#:	512-943-3624
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Kate Wolf 3/27/2023 10:32 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘

Asset Status Change

Asset Status Change

Receiving Dept.	Public Safety IT
Receiving Department Contact Person:	Julie Schultz
Receiving Dept. Contact Ph#:	512-943-1450
Receiving Dept. - Elect. Offic./Dept .Head/Auth Staff:	Julie Schultz
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✔ Julie Schultz 2/28/2023 3:13 PM
Purchasing Final Determination	Internal Department Transfer
Court Date:	5/2/2023

Asset Status Change

Title:	i:0#.f|membership|sarina.gonzalez@wilco.org - 28-02-2023
Disposal Method:	TRANSFER between county departments
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell 34" Curved Monitor
1. Manufacturer ID #:	9F73J53
1. Oracle Asset #:	NOT LISTED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Dell OptiPlex 7090 Desktop
2. Manufacturer ID #:	2VV7PK3
2. Oracle Asset #:	277673
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	Dell Mobile Precision 3560 Laptop
3. Manufacturer ID #:	9CL2LG3
3. Oracle Asset #:	277887
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	Dell 34" Curved Monitor
4. Manufacturer ID #:	4J73J53
4. Oracle Asset #:	NOT LISTED IN ORACLE PER ASSET GUIDELINES
4. Condition of Assets:	Working
5. Quantity (Mandatory):	1
5. Description	Dell 34" Curved Monitor
5. Manufacturer ID #	GQ63J53
5. Oracle Asset #	NOT LISTED IN ORACLE PER ASSET GUIDELINES
5. Condition of Assets	Working
Transferring Dept.:	911 Communications
Transferring Dept. Contact Person	Sarina Gonzalez
Transferring Dept. Contact Ph#:	512-943-3624
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Kate Wolf 3/27/2023 10:32 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘

Asset Status Change

Asset Status Change

Receiving Dept.	Public Safety IT
Receiving Department Contact Person:	Julie Schultz
Receiving Dept. Contact Ph#:	512-943-1450
Receiving Dept. - Elect. Offic./Dept .Head/Auth Staff:	Julie Schultz
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✔ Julie Schultz 2/28/2023 3:14 PM
Purchasing Final Determination	Internal Department Transfer
Court Date:	5/2/2023

Asset Status Change

Title:	i:0#.f|membership|evelyn.petrere@wilco.org - 03-03-2023
Disposal Method:	TRANSFER between county departments
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	DELL LATITUDE 5520 Laptop
1. Manufacturer ID #:	897JQL3
1. Oracle Asset #:	286689
1. Condition of Assets:	Working
Transferring Dept.:	Commissioners Court
Transferring Dept. Contact Person	Andrea Schiele
Transferring Dept. Contact Ph#:	512-943-1577
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Andrea Schiele 3/27/2023 10:40 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Dept.	Human Resources
Receiving Department Contact Person:	Rebecca Clemons
Receiving Dept. Contact Ph#:	512-943-1525
Receiving Dept. - Elect. Offic./Dept .Head/Auth Staff:	Rebecca Clemons
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✔ Rebecca Clemons 3/27/2023 10:44 AM
Purchasing Final Determination	Internal Department Transfer
Court Date:	5/2/2023

Commissioners Court - Regular Session **15.**

Meeting Date: 05/02/2023

Risk Commitee Member Replacement

Submitted For: Rebecca Clemons **Submitted By:** Malea Schmitt, General Counsel

Department: Human Resources

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action removing Kayla Marek as the HR representative for the County Risk Committee and assigning Cynthia Nguyen in her place.

Background

This committee's purpose is to promote internal visibility of the financial and tactical role Risk Management plays in the overall success of the County's goals. They promote education and proactive risk reduction strategies to their department and countywide.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	04/27/2023 10:59 AM
Form Started By: Malea Schmitt		Started On: 04/27/2023 10:07 AM
Final Approval Date: 04/27/2023		

Commissioners Court - Regular Session **16.**

Meeting Date: 05/02/2023

Acknowledgement, recognition, and approval of Williamson County Conservation Foundation Board appointments

Submitted By: Josh Renner, Parks

Department: Parks

Agenda Category: Consent

Information

Agenda Item

Acknowledge and consent to appointments to the Williamson County Conservation Foundation Board of Directors for the terms ending April 2025 and recognize the election of officers for the term ending April 2024.

Background

At its April 26, 2023, Annual Meeting the Williamson County Conservation Foundation (WCCF) board consented to seat the following individuals for board membership for two year terms (ending approximately April 23, 2025): Doug Fell, Valerie Covey, and Cynthia Long (each are returning board members).

Doug Fell intends to vacate his position on the board when a suitable replacement is found; the board is pursuing prospective replacements currently.

Also, an election of officers was held for position terms ending April 2024: Valerie Covey - President; Cynthia Long - Vice-president; Josh Renner - Secretary (non-voting position).

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	04/27/2023 11:11 AM
Form Started By: Josh Renner		Started On: 04/27/2023 10:55 AM
Final Approval Date: 04/27/2023		

Commissioners Court - Regular Session **17.**

Meeting Date: 05/02/2023

CAHFC Preserve at Mustang Creek

Submitted For: Bill Gravell **Submitted By:** Hal Hawes, General Counsel

Department: County Judge

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action authorizing the County Judge to execute the General and No Litigation Certificates of Williamson County and Certificate of Approval for Issuance of Tax-Exempt Multi-Family Housing Revenue Bonds relating to the Capital Area Housing Finance Corporation's Multifamily Housing Revenue Bonds (The Preserve at Mustang Creek).

Background

The General and No Litigation Certificates of Williamson County are required by 1 TX A.D.C. §53.229 and must be submitted to the Attorney General of the State of Texas, who must approve all documentation relating to the Bonds prior to their issuance. The certificates set forth the Williamson County Commissioners Court previously authorized membership in the Capital Area Housing Finance Corporation ("Corporation"); approved the bylaws for the Corporation; has not taken any action to limit the effectiveness of the resolution authorizing the issuance of the Bonds or any way affecting the proceedings relating to the issuance of such Bonds; has not created any other corporation that currently has the power to make home mortgages or loans to lending institutions; and, to the best knowledge of the governing body, that no litigation exists in any court in any way affecting the existence of the Corporation or seeking to restrain or to enjoin the issuance, sale or delivery of the Bonds, or in any way contesting or affecting the validity or enforceability of the Bonds or the financing documents to which the Corporation is a party, or contesting in any way the completeness or accuracy of any disclosure document prepared in connection with the issuance of the Bonds, or contesting the powers of the Corporation or its authority with respect to the financing documents to which it is a party.The Bonds will not be a debt or liability of the County. The consent being requested herein is only for the purposes of complying with 1 TX A.D.C. §53.229.

The Certificate of Approval for Issuance of Tax-Exempt Multi-Family Housing Revenue Bonds is solely for the purposes of the approval requirements of Section 147(f) of the IRC. Since project is located in Williamson County, Texas (the "County"), Section 147(f) of the Internal Revenue Code states that the "highest elected official" of the jurisdiction containing the project site must approve the transaction after a public hearing is held. Bond counsel is now seeking the approval of the highest elected public official for this jurisdiction. The loan will not be a debt or liability of the County. The consent being requested herein is only for the purposes of complying with the federal tax law regarding tax-exempt financing.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CAHFC Preserve at Mustang Creek Documents

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	04/27/2023 11:47 AM
Form Started By: Hal Hawes		Started On: 04/27/2023 11:41 AM
Final Approval Date: 04/27/2023		

CAHFC
CAPITAL AREA
HOUSING FINANCE CORPORATION

April 21, 2023

Hal Hawes
Williamson County, General Counsel
Office of Williamson County Judge
710 S. Main Street, Suite 101
Georgetown, Texas 78626

Re: Capital Area Housing Finance Corporation
Multifamily Housing Revenue Bonds
(The Preserve at Mustang Creek)

Dear Mr. Hawes:

The Capital Area Housing Finance Corporation (the *"Corporation"*) will issue the above captioned Bonds in an aggregate principal amount not to exceed $50,000,000 in order to provide funds to finance the cost of a residential development that will provide decent, safe and sanitary housing at affordable prices for residents within the Corporation's jurisdiction. The development will be located in the City of Round Rock, Williamson County (the *"Development"*). The Bonds will be a special limited obligation of the Corporation payable solely from the collateral pledged to secure the Bonds. The sponsoring local political subdivisions of the Corporation are not in any way liable for the payment of the Bonds.

In connection with the issuance by the Corporation of the above-referenced Bonds, enclosed herewith are two (2) copies of the (i) General and No Litigation Certificate (the *"General Certificate"*) for execution by Judge Bill Gravell as the County Judge of the County of Williamson and (ii) Certificate of Approval (the *"Approval"*) for execution by Judge Bill Gravell as the County Judge of Williamson County. I have included below for your convenience a description of the legal requirements behind the General Certificate and the Approval.

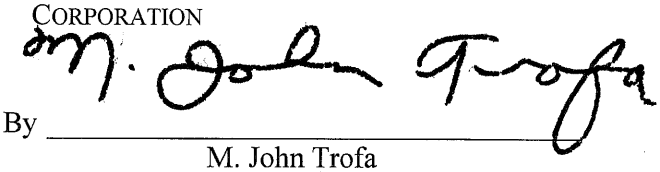
The General Certificate is required by 1 TX A.D.C. §53.229 (or 15 Tex. Reg. 6289) and must be submitted to the Attorney General of the State of Texas, who will approve all documentation relating to the Bonds prior to the issuance of the Bonds. Paragraph 8 of the General Certificate specifically gives the Attorney General the right to date the General Certificate on the date of closing. **Please do not date this Certificate**.

The Approval is required by Section 147(f) of the Internal Revenue Code of 1986, as amended (the *"Code"*). Because the Development will be constructed in Williamson County,

Texas, the Code requires that Judge Bill Gravell, as the County Judge of Williamson County and "applicable elected representative" thereof, approve the issuance of the Bonds after a public hearing following reasonable public notice. The Corporation conducted a public hearing on April 14, 2023, which was held telephonically by dialing into a toll-free number (the *"Public Hearing"*). A notice for the Public Hearing was published in the *Austin American-Statesman* on April 5, 2023. The minutes of the public hearing are enclosed.

Please review the General Certificate and the Approval and call me at (512) 349-9104 with any questions or comments you may have. Otherwise, if all is in order, please execute the signature pages for the General Certificate and the Approval and return them to Chapman and Cutler LLP, Bond Counsel to the Corporation, using the enclosed prepaid Federal Express envelope for delivery no later than Friday, May 26, 2023.

CAPITAL AREA HOUSING FINANCE CORPORATION

By 

M. John Trofa
General Counsel

Enclosures

cc: Jim Shaw, Executive Director of Capital Area HFC

CERTIFICATE OF APPROVAL
FOR ISSUANCE OF TAX-EXEMPT MULTIFAMILY HOUSING REVENUE BONDS

I, the chief elected executive officer of Williamson County, Texas, elected at-large by the voters of Williamson County, Texas, make this certificate solely to satisfy the requirements of Section 147(f) of the Internal Revenue Code of 1986, as amended, with respect to the proposed issuance of one or more series of tax-exempt multifamily housing revenue bonds by the Capital Area Housing Finance Corporation (the *"Corporation"*) in an aggregate principal amount of not more than $50,000,000 (the *"Bonds"*). The Bonds will be issued for the benefit of LSBD Round Rock 118, LLC, or an affiliate thereof (the *"Borrower"*), in connection with the construction of an approximately 252-unit multifamily development to be located at 1401 County Road 118, Round Rock, Williamson County, Texas 78634 (the *"Development"*). The Borrower will own the Development and the land on which the Development will be located.

A public hearing was held on behalf of the Williamson County, Texas, by James E. Shaw, the designated hearing officer, as described in the attached Certificate of Hearing Officer. As the "applicable elected representative" of Williamson County, Texas, I approve the issuance of the Bonds in the amount and for the purpose described above.

This approval is not: (1) a warranty by Williamson County, Texas, the County Judge of Williamson County, Texas, or of any agency, political subdivision, or instrumentality of the State of Texas that the Bonds will be paid or that any of the obligations assumed in connection with issuance of the Bonds will in fact be performed; (2) a pledge of the faith and credit of the State of Texas or of any agency, political subdivision, or instrumentality the State of Texas; or (3) a warranty of the validity of the corporate existence of the Corporation or of the Bonds themselves.

IN WITNESS WHEREOF, I have officially signed my name in Williamson County, Texas, on the date set forth below.

_____
Judge Bill Gravell
Williamson County, Texas

Dated: _____, 2023

CERTIFICATE OF HEARING OFFICER

I, the undersigned, acting as hearing officer (the *"Hearing Officer"*), do hereby make and execute this certificate for the benefit of all persons interested in the proposed Capital Area Housing Finance Corporation Multifamily Housing Revenue Bonds (The Preserve at Mustang Creek) to be issued in a principal amount not to exceed $50,000,000 (the *"Bonds"*) for the benefit of LSBD Round Rock 118, LLC, or an affiliate thereof, in connection with the acquisition, construction and equipping of an approximately 252-unit multifamily housing development to be located at 1401 County Road 118, Round Rock, Williamson County Texas 78634 (the *"Development"*).

I hereby certify as follows:

1. That I am the duly appointed Hearing Officer for the public hearing that was held on April 14, 2023, at 10:00 a.m. Central time telephonically whereby all interested persons could monitor and participate in the hearing by calling (877) 853-5247 (a toll-free telephone number) and entering 802-469-2463, followed by a pound key (#), in connection with the issuance of the Bonds.

2. That notice of the public hearing was published no less than 7 days before the date of the public hearing in a newspaper or newspapers of general circulation available to residents of Williamson County, Texas, as described in *Exhibit A* attached hereto; the notice included the date, time and place of the public hearing, the location, a description of the Development and the maximum aggregate principal amount of the Bonds.

3. That all interested persons appearing at the public hearing were given an opportunity to comment on the proposed issuance of the Bonds and the Development. The names and comments of all interested persons appearing at the public hearing, if any, are set forth in *Exhibit A* attached hereto.

4. That after giving all interested persons an opportunity to attend the hearing telephonically by dialing into the toll-free telephone conference line number noted above and comment, the public hearing was declared closed.

5. That a copy of the affidavit of publication of notice of public hearing is set forth in *Exhibit B* attached hereto.

[Remainder of Page Intentionally Left Blank]

WITNESS MY HAND this 14th day of April, 2023.

James E. Shaw, Hearing Officer

EXHIBIT A

MINUTES OF PUBLIC HEARING

A public hearing was held by the Capital Area Housing Finance Corporation (the *"Issuer"*) telephonically whereby all interested persons could monitor and participate in the hearing by calling (877) 853-5247 (a toll-free telephone number) and entering 802-469-2463, followed by a pound key (#), on April 14, 2023, beginning at 10:00 a.m. Central time.

The hearing was held with respect to the proposed issuance by the Issuer of not to exceed $50,000,000 of its Multifamily Housing Revenue Bonds (The Preserve at Mustang Creek) (the *"Bonds"*) in satisfaction of the requirements of Section 147(f) of the Internal Revenue Code of 1986, as amended, regarding the public approval prerequisite to the excludability of the interest on the Bonds from gross income for federal income tax purposes.

The notice of public hearing published in the *Austin American-Statesman* on April 5, 2023 indicated that the proceeds of the Bonds will be used to finance the acquisition, construction and equipping of The Preserve at Mustang Creek (the *"Development"*), located within the geographic limits of Williamson County, Texas, by LSBD Round Rock 118, LLC, or an affiliate thereof (the *"Borrower"*).

Present at the hearing on behalf of the Issuer were James E. Shaw, the hearing officer for the Issuer (the *"Hearing Officer"*), M. John Trofa, general counsel to the Issuer, Ryan J. Bowen, Nora O'Brien and Michelle Krofel of Chapman and Cutler LLP, bond counsel and William Boulay and Mike Hudson of LS Black Development LLC, an affiliate of the Borrower.

The Hearing Officer called the meeting to order and asked if there were any interested persons present who wished to express their views with respect to the issuance of the Bonds, or the Development being financed.

No one expressed an interest to speak.

Whereupon the Hearing Officer closed the public hearing at 10:15 a.m.

EXHIBIT B

AFFIDAVIT OF PUBLICATION OF NOTICE OF PUBLIC HEARING

LOCALiQ

Austin
American-Statesman

PO Box 631667 Cincinnati, OH 45263-1667

PROOF OF PUBLICATION

Gus Egloff
Miller Advertising - Legal
909 3Rd AVE # 15

New York NY 10022-4745

STATE OF TEXAS, COUNTIES OF BASTROP, BELL, BLANCO, BURNET, CALDWELL, COMAL, CORYELL, FAYETTE, GILLESPIE, GUADALUPE, HAYS, KERR, LAMPASAS, LEE, LLANO, MILAM, TRAVIS & WILLIAMSON

The Austin American Statesman, a newspaper that is generally circulated in the counties of Bastrop, Bell, Blanco, Burnet, Caldwell, Comal, Coryell, Fayette, Gillespie, Guadalupe, Hays, Kerr, Lampasas, Lee, Llano, Milam, Travis and Williamson, State of Texas, printed and published and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issues dated on:

ACO American Statesman 04/05/2023

and that the fees charged are legal.
Sworn to and subscribed before on 04/05/2023

Legal Clerk

Notary, State of WI, County of Brown

My commision expires 4.19.25

Order No:	8639952	# of Copies:
Customer No:	742969	1
PO #:		

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

VICKY FELTY
Notary Public
State of Wisconsin

CAPITAL AREA HOUSING FINANCE CORPORATION
NOTICE OF PUBLIC HEARING

In accordance with Section 147(f) of the Internal Revenue Code of 1986, as amended (the *"Code"*), notice is hereby given that the Capital Area Housing Finance Corporation (the *"Corporation"*) will hold a public hearing telephonically at 10:00 a.m. Central time on Friday, April 14, 2023. All persons interested may monitor and participate in the hearing by calling (877) 853-5247 (a toll-free telephone number) and entering 802-469-2463, followed by a pound key (#) promptly at 10:00 a.m. Central time on Friday, April 14, 2023. The Corporation's designated hearing officer will conduct the hearing on behalf of the Texas Counties of Bastrop, Blanco, Burnet, Caldwell, Fayette, Hays, Lee, Llano, Williamson and the Texas City of San Marcos (the *"Sponsoring Political Subdivisions"*).

The purpose of the hearing is to provide residents of the Sponsoring Political Subdivisions an opportunity to comment on the proposed issuance by the Corporation of its Multifamily Housing Revenue Bonds to be issued in one or more series pursuant to Section 142(a)(7) of the Code (the *"Bonds"*) in an aggregate principal amount of not more than $50,000,000. The Bonds will be issued for the benefit of LSBD Round Rock 118, LLC, or an affiliate thereof (the *"Borrower"*), in connection with the acquisition, construction and equipping of a multifamily housing development to be located at 1401 County Road 118, Round Rock, Texas 78634 and to consist of approximately 252 units (the *"Development"*). The Borrower will own the Development and the land on which the Development will be located.

The Bonds will be limited obligations of the Corporation, payable solely from the revenues, receipts and resources of the Corporation pledged to their payment. The Bonds will not constitute an indebtedness or obligation of any of the Sponsoring Political Subdivisions (or any other city, county or other municipal or political corporation or subdivision of the State of Texas) or of the State of Texas, or a loan of credit of any of them, within the meaning of any constitutional or statutory provision.

All interested persons are invited to attend the hearing telephonically by dialing into the toll-free telephone conference line number noted above and will be given the opportunity to express their views on the proposed issuance of the Bonds at a designated point in the public hearing. Questions or written comments prior to the date of the hearing may be directed to the Capital Area Housing Finance Corporation, no later than 4:00 p.m. Central time on Thursday, April 13, 2023 at 4101 Parkstone Heights Drive, Suite 280, Austin, Texas 78746, Attention: James E. Shaw at (512) 347-9953.

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Acreage

AFFORDABLE LAND. WE HAVE SOME OF THE BEST IN TEXAS, HILL COUNTRY - EDWARDS, McCULLOCH, SCHLEICHER, COKE, VAL VERDE COUNTY, FREE RANGING EXOTICS. SOUTH TEXAS - KINNEY, DUVAL, LIVE OAK COUNTY - WHITE-TAIL, HOGS. TRANS PECOS, TERRELL, VAL VERDE - WHITETAIL, JAVELINA, QUAIL. 30 YEAR FIXED RATE FINANCING, 5% DOWN. **ranchenterprisesltd.com 800-876-9720.**

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Real Estate Rentals

PUBLISHER'S NOTICE

All real estate advertised herein is subject to the Federal Fair Housing Act, which makes it illegal to advertise any preference, limitation, or discrimination because of race, color, religion, sex, handicap, familial status, or national origin, or intention to make any such preference, limitation, or discrimination. "We will not knowingly accept any advertising for real estate which is in violation of the law. All persons are hereby informed that all dwellings advertised are available on an equal opportunity basis.

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Public Notice
Notice of Public Hearing

NOTICE IS HEREBY GIVEN TO ALL INTERESTED PERSONS, THAT THE CITY OF CEDAR PARK SHALL HOLD PUBLIC HEARINGS ON:

2023-1-OA
A City-initiated request to amend the Cedar Park Comprehensive Plan regarding general updates and revisions to the Future Land Use Chapter.

2023-2-OA
A City-initiated request to amend the Cedar Park Code of Ordinances Chapter 3, Building Regulations, regarding the electrical code, and Chapter 11, Zoning, regarding permitted uses, residential zoning standards, and non-residential building design standards.

For more information regarding the cases above, call the Planning Division at (512) 401-5056.

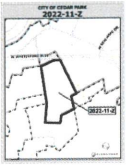
For the above referenced cases:

A public hearing will be held by the Planning and Zoning Commission on Tuesday, April 18, 2023 at 6:30 PM.

A public hearing will be held by the City Council on Thursday, April 27, 2023 at 7:00 PM.

Council action and second reading may be considered at the meeting following the public hearing (May 11, 2023).

2022-11-Z
A request by Josephine Kincaid to rezone approximately 46.9 acres from Development Reserve (DR) to Planned Development-General Business (PD-GB) and Planned Development-Semi-Urban Residential (PD-SU) generally located at 1300 Power Lane.



Agent: Richard Mathias
Phone: (512) 355-2353

For more information regarding the application above, call the Planning Division at (512) 401-5057.

For the above referenced cases:

A public hearing will be held by the Planning and Zoning Commission on Tuesday, April 18, 2023 at 6:30 PM.

A public hearing will be held by the City Council on Thursday, May 11, 2023 at 7:00 PM.

Council action and second reading may be considered at the meeting following the public hearing (May 25, 2023).

Cedar Park Council Chambers
450 Cypress Creek Road, Building 4
Cedar Park, Texas

Virtual Meeting Information

These public meetings may be attended in person or virtually. Please refer to our website for the most up-to-date information regarding these public meetings.
P&Z:
https://mtg.cedarparktexas.gov/MeetPnZ
City Council:
https://www.cedarparktexas.gov/government/mayor-and-city-council/city-council-agendas-meeting-documents

Publication Date: April 5, 2023.

AX-36213633

Beer/Liquor Licenses

Application has been made with the Texas Alcoholic Beverage Commission for a Mixed Beverage Permit (MB) and a Late Hours Permit (LH) by Quince ATX, LLC dba Quince ATX to be located at 3825 Lake Austin Blvd, Suite 201, Austin, TX 78703. Officer of said LLC is Brian Sneed.
04-04, 04-05/2023

Govt Public Notices

NOTICE OF PUBLIC HEARING

Notice is hereby given that the Travis County Commissioners Court will hold a public hearing on **April 18, 2023**, to receive comments regarding a request to authorize the filing of an instrument to vacate a drainage easement recorded as Document #2020040076 of the Official Public Records of Travis County and associated with the Blocker Lane Expansion project in Precinct Four.

The public hearing will be held at **9:00 a.m.** in the Commissioners Courtroom in Travis County located at 700 Lavaca (first floor), Austin, TX.

Free language assistance can be provided upon request.
Ayuda gratuita en su idioma se puede proporcionar por petición.

B603814 4/4 4/5 4/6/23

Public Notices

NOTICE OF PUBLIC HEARING

Notice is hereby given of a joint public hearing to be held on behalf of Clifton Higher Education Finance Corporation by toll free conference call at +1-346-248-7799, Meeting ID 880 3044 4277, Passcode 641126 on Thursday, April 13, 2023 at 12:00 p.m. Central Time, with respect to one or more proposed series of bonds (the "Bonds") to be issued in an aggregate principal amount not to exceed $90,000,000 by one or more cultural education facilities finance corporations or higher education finance corporations, including initially by the Clifton Higher Education Finance Corporation Education. The proceeds of the Bonds will be loaned to Valor Texas Education Foundation dba Valor Public Schools, a Texas nonprofit corporation (the "School"), pursuant to a plan of finance to be used to: (i) finance or refinance the cost of acquiring, constructing, improving and equipping educational facilities located in the Cities of Austin, Leander and San Antonio, Texas, (ii) fund a debt service reserve fund, (iii) fund a capitalized interest fund and (iv) pay costs of issuance of the Bonds (collectively, the "Project"). The exclusive owner and operator of the Project is and will be the School.

The public hearing will be conducted by Janet Vaughan Robertson or her designee (the "Hearing Officer"). All interested persons are invited to dial into the public hearing at +1-346-248-7799 and enter in Meeting ID 880 3044 4277, Passcode 641126, to express their views with respect to the above-described Project and the Bonds. Questions or requests for additional information may be directed to Ms. Robertson, Schulman, Lopez, Hoffer & Adelstein, LLP ("Bond Counsel") at telephone no. (346) 802-2133. Any interested persons unable to attend the hearing may submit their views in writing to Bond Counsel prior to the date scheduled for the hearing at fax number (346) 223-1233.

This notice is published and the above described hearing is to be held in satisfaction of the requirements of section 147(f) of the Internal Revenue Code of 1986, as amended, and pursuant to IRS Revenue Procedure 2022-20, regarding the public approval prerequisite to the exemption from federal income taxation of the interest on the Bonds.

04-05/2023

Lead-based Paint (LBP) found on building materials at 2001 E. 51st St. Abatement occurring per regulations. Info at Windsor Park Branch Library. **tinyurl.com/AFSP-bAB8mnt**, comments to 974.3533; 974.6085; or brownfields@austintexas.gov 3/17-4/16/2023, #8577312

NOTICE OF APPLICATION TO SUBDIVIDE

An application has been filed with Hays County Development Services to subdivide an existing 4.99-acre lot that is located 447 E. Summit Dr in Wimberley, Texas 78676. For additional information regarding the application can be obtained from Hays County Development Services, 512-393-2150. Tracking number PLN-2160-PC Mar. 29, Apr. 5, 2023 #8611022

PUBLIC NOTICE

OPENING AND CLOSING OF HACA HOUSING WAITING LISTS

The Housing Authority of the City of Austin (HACA) is pleased to announce the waiting list openings for the following HACA properties effective **4/11/23 at 8:00 A.M. CST until 5:00 PM on 4/14/23:**

- Pathways at Gaston Place – One (1) and two (2) bedroom
-This property's gives a priority to families that are 62 years of age and older
- Pathways at Manchaca Village – One (1), two (2), three (3), four (4) and five (5) bedroom
- Pathways at Manchaca II - One (1), two (2), three (3), and four (4) bedroom
- Pathways at Shadowbend Ridge - One (1), two (2), three (3), four (4) and five (5) bedroom

All applications must be submitted through HACA's online application portal at www.hacaapply.org.

After 5:00 PM CST on 4/14/2023, new applications will not be accepted until another opening is announced.

HACA does not discriminate on the basis of disability status in admission or access to, or treatment or employment in, its federally assisted programs and activities. The following person has been designated to coordinate compliance with the nondiscrimination requirements contained in HUD's regulations implementing Section 504: Compliance Analyst, Low Income Housing Department, 1124 S. IH 35, Austin, TX 78704, (512)477-4488; TTY: (800) 735-2989 or 711 Voice Relay.

03-23, 04-05/2023

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Place your classified ad today.

Public Notices

Texas Commission on Environmental Quality



NOTICE OF APPLICATION AND PRELIMINARY DECISION FOR TPDES PERMIT FOR MUNICIPAL WASTEWATER

NEW

PERMIT NO. WQ0016229001

APPLICATION AND PRELIMINARY DECISION. Terrell Timmermann Farms, LP 301 Vale Street, Austin, Texas 78746, has applied to the Texas Commission on Environmental Quality (TCEQ) for new Texas Pollutant Discharge Elimination System (TPDES) Permit No. WQ0016229001, to authorize the discharge of treated domestic wastewater at a daily average flow not to exceed 975,000 gallons per day. TCEQ received this application on September 28, 2022.

The facility will be located at 12995 East State Highway 29, in the City of Georgetown, Williamson County, Texas 78626. The treated effluent will be discharged to Pecan Branch, thence to San Gabriel/North Fork San Gabriel River in Segment No. 1248 of the Brazos River Basin. The unclassified receiving water uses are minimal aquatic life use for Pecan Branch (Upstream of the confluence with an unnamed tributary approximately 1 mile downstream of FM 341) and presumed high aquatic life use for Pecan Branch (Downstream of the confluence with an unnamed tributary approximately 1 mile downstream of FM 341). The designated uses for Segment No. 1248 are primary contact recreation, public water supply, aquifer protection, and high aquatic life use. In accordance with 30 Texas Administrative Code §307.5 and the TCEQ's Procedures to Implement the Texas Surface Water Quality Standards (June 2010), an antidegradation review of the receiving waters was performed. A Tier 1 antidegradation review has preliminarily determined that existing water quality uses will not be impaired by this permit action. Numerical and narrative criteria to protect existing uses will be maintained. A Tier 2 review has preliminarily determined that no significant degradation of water quality is expected in Pecan Branch, which has been identified as having a presumed high aquatic life use in the downstream reaches. Existing uses will be maintained and protected. The preliminary determination can be reexamined and may be modified if new information is received. This link to an electronic map of the site or facility's general location is provided as a public courtesy and is not part of the application or notice. For the exact location, refer to the application. https://tceq.maps.arcgis.com/apps/webappviewer/index.html?id=db5bac44afbc468bbddd36078149f26f&marker=-97.4837%2C30.4512&level=12

The TCEQ Executive Director has completed the technical review of the application and prepared a draft permit. The draft permit, if approved, would establish the conditions under which the facility must operate. The Executive Director has made a preliminary decision that this permit, if issued, meets all statutory and regulatory requirements. The permit application, Executive Director's preliminary decision, and draft permit are available for viewing and copying at Georgetown Public Library, 2nd Floor, 402 West 8th Street, Georgetown, Texas.

ALTERNATIVE LANGUAGE NOTICE. Alternative language notice in Spanish is available at https://www.tceq.texas.gov/permitting/wastewater/plain-language-summaries-and-public-notices. El aviso de idioma alternativo en español está disponible en https://www.tceq.texas.gov/permitting/wastewater/plain-language-summaries-and-public-notices.

PUBLIC COMMENT / PUBLIC MEETING. You may submit public comments or request a public meeting about this application. The purpose of a public meeting is to provide the opportunity to submit comments or to ask questions about the application. TCEQ holds a public meeting if the Executive Director determines that there is a significant degree of public interest in the application or if requested by a local legislator. A public meeting is not a contested case hearing.

OPPORTUNITY FOR A CONTESTED CASE HEARING. After the deadline for submitting public comments, the Executive Director will consider all timely comments and prepare a response to all relevant and material or significant public comments. **Unless the application is directly referred for a contested case hearing, the response to comments will be mailed to everyone who submitted public comments and to those persons who are on the mailing list for this application. If comments are received, the mailing will also provide instructions for requesting a contested case hearing or reconsideration of the Executive Director's decision.** A contested case hearing is a legal proceeding similar to a civil trial in a state district court.

TO REQUEST A CONTESTED CASE HEARING, YOU MUST INCLUDE THE FOLLOWING ITEMS IN YOUR REQUEST: your name, address, phone number; applicant's name and proposed permit number; the location and distance of your property/activities relative to the proposed facility; a specific description of how you would be adversely affected by the facility in a way not common to the general public; a list of all disputed issues of fact that you submit during the comment period; and the statement "I/[we] request a contested case hearing." If the request for contested case hearing is filed on behalf of a group or association, the request must designate the group's representative for receiving future correspondence; identify by name and physical address an individual member of the group who would be adversely affected by the proposed facility or activity; provide the information discussed above regarding the affected member's location and distance from the facility or activity; explain how and why the member would be affected; and explain how the interests the group seeks to protect are relevant to the group's purpose.

Following the close of all applicable comment and request periods, the Executive Director will forward the application and any requests for reconsideration or for a contested case hearing to the TCEQ Commissioners for their consideration at a scheduled Commission meeting.

The Commission may only grant a request for a contested case hearing on issues the requestor submitted in their timely comments that were not subsequently withdrawn. **If a hearing is granted, the subject of a hearing will be limited to disputed issues of fact or mixed questions of fact and law relating to relevant and material water quality concerns submitted during the comment period.**

EXECUTIVE DIRECTOR ACTION. The Executive Director may issue final approval of the application unless a timely contested case hearing request or request for reconsideration is filed. If a timely hearing request or request for reconsideration is filed, the Executive Director will not issue final approval of the permit and will forward the application and request to the TCEQ Commissioners for their consideration at a scheduled Commission meeting.

MAILING LIST. If you submit public comments, a request for a contested case hearing or a reconsideration of the Executive Director's decision, you will be added to the mailing list for this specific application to receive future public notices mailed by the Office of the Chief Clerk. In addition, you may request to be placed on: (1) the permanent mailing list for a specific applicant name and permit number; and/or (2) the mailing list for a specific county. If you wish to be placed on the permanent and/or the county mailing list, clearly specify which list(s) and send your request to TCEQ Office of the Chief Clerk at the address below.

All written public comments and public meeting requests must be submitted to the Office of the Chief Clerk, MC 105, Texas Commission on Environmental Quality, P.O. Box 13087, Austin, TX 78711-3087 or electronically at www.tceq.texas.gov/goto/comment **within 30 days from the date of newspaper publication of this notice.**

INFORMATION AVAILABLE ONLINE. For details about the status of the application, visit the Commissioners' Integrated Database at www.tceq.texas.gov/goto/cid. Search the database using the permit number for this application, which is provided at the top of this notice.

AGENCY CONTACTS AND INFORMATION. Public comments and requests must be submitted either electronically at www.tceq.texas.gov/goto/comment, or in writing to the Texas Commission on Environmental Quality, Office of the Chief Clerk, MC 105, P.O. Box 13087, Austin, Texas 78711-3087. Any personal information you submit to the TCEQ will become part of the agency's record; this includes email addresses. For more information about this permit application or the permitting process, please call the TCEQ Public Education Program, Toll Free, at 1-800-687-4040 or visit their website at www.tceq.texas.gov/goto/pep. Si desea información en Español, puede llamar al 1-800-687-4040.

Further information may also be obtained from Terrell Timmermann Farms, LP at the address stated above or by calling Mr. Michael Bevilacqua, P.E., Project Manager, Green Civil Design, LLC, at (512) 640-6590, Extension: 1003.

Issuance Date: March 30, 2023

04-05/2023

AUSTIN COMMUNITY COLLEGE (ACC) DISTRICT is requesting statement of qualification responses from interested or qualified firms for the purposes of selecting a respondent to provide **Architectural and Engineering Services for the following solicitation:**

• Request for Qualification (RFQ) No. 906-23-128-00-S-AB-RFQ

All qualification responses must be submitted to the Procure to Pay (P2P) Department by no later than **on Wednesday, April 19th, 2023 at 12:00 p.m., Central Standard Time (CST).** See solicitation for details.

Solicitation documents are available on the ACC P2P's website at:

•http://www.austincc.edu/offices/purchasing/advertised-solicitations or at
•https://ao.scoutrfp.com/rfpsapublic/483673

If you are not able to view this solicitation, **please send an email to The Buyer/Sole Point of Contact for the solicitation as soon as possible.**

SOLE POINT OF CONTACT:
• Anthony Barron, Buyer
• Email: anthony.barron@austincc.edu
• Phone: (512) 223-1039

Only electronically transmitted responses will be accepted by the date and time indicated above, unless otherwise stated in the solicitation documents.

ACC will host a pre-proposal conference on **Monday, April 10th, 2023, at 10:00 a.m., via Zoom** Virtual Meeting. See solicitation documents for details.

04-05/2023, 04-12/2023

CAPITAL AREA HOUSING FINANCE CORPORATION
NOTICE OF PUBLIC HEARING

In accordance with Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), notice is hereby given that the Capital Area Housing Finance Corporation (the "Corporation") will hold a public hearing telephonically at 10:00 a.m. Central time on Friday, April 14, 2023. All persons interested may monitor and participate in the hearing by calling (877) 853-5247 (a toll-free telephone number) and entering 802-469-2463, followed by a pound key (#) promptly at 10:00 a.m. Central time on Friday, April 14, 2023. The Corporation's designated hearing officer will conduct the hearing on behalf of the Texas Counties of Bastrop, Blanco, Burnet, Caldwell, Fayette, Hays, Lee, Llano, Williamson and the Texas City of San Marcos (the "*Sponsoring Political Subdivisions*").

The purpose of the hearing is to provide residents of the Sponsoring Political Subdivisions an opportunity to comment on the proposed issuance by the Corporation of its Multifamily Housing Revenue Bonds to be issued in one or more series pursuant to Section 142(a)(7) of the Code (the "Bonds") in an aggregate principal amount of not more than $50,000,000. The Bonds will be issued for the benefit of LSBD Round Rock 118, LLC, or an affiliate thereof (the "*Borrower*"), in connection with the acquisition, construction and equipping of a multifamily housing development to be located at 1401 County Road 118, Round Rock, Texas 78634 and to consist of approximately 252 units (the "*Development*"). The Borrower will own the Development and the land on which the Development will be located.

The Bonds will be limited obligations of the Corporation, payable solely from the revenues, receipts and resources of the Corporation pledged to their payment. The Bonds will not constitute an indebtedness or obligation of any of the Sponsoring Political Subdivisions (or any other city, county or other municipal or political corporation or subdivision of the State of Texas) or of the State of Texas, or a loan of credit of any of them, within the meaning of any constitutional or statutory provision.

All interested persons are invited to attend the hearing telephonically by dialing into the toll-free telephone conference line number listed above and will be given the opportunity to express their views on the proposed issuance of the Bonds at a designated point in the public hearing. Questions or written comments prior to the date of the hearing may be directed to the Capital Area Housing Finance Corporation, no later than 4:00 p.m. Central time on Thursday, April 13, 2023 at 4101 Parkstone Heights Drive, Suite 280, Austin, Texas 78746, Attention: James E. Shaw at (512) 347-9953.

THF PUBLIC FACILITY CORPORATION
NOTICE OF PUBLIC HEARING

In accordance with Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), notice is hereby given that the THF Public Facility Corporation (the "*Corporation*") will hold a public hearing telephonically at 11:30 a.m. Central time on Thursday, April 13, 2023. All persons interested may monitor and participate in the hearing by calling (877) 853-5247 (a toll-free telephone number) and entering 802-469-2463, followed by a pound key (#) promptly at 11:30 a.m. Central time on Thursday, April 13, 2023. The Corporation's designated hearing officer will conduct the hearing on behalf of (i) the Corporation, (ii) Gillespie County, Texas and (iii) the Texas Counties of Bastrop, Blanco, Burnet, Llano and Williamson (the "*Sponsoring Political Subdivisions*").

The purpose of the hearing is to provide residents of Gillespie County, Texas and the Sponsoring Political Subdivisions an opportunity to comment on the proposed issuance by the Corporation of its Multifamily Housing Revenue Bonds to be issued in one or more series pursuant to Section 142(a)(7) of the Code (the "Bonds") in an aggregate principal amount of not more than $20,000,000. The Bonds will be issued for the benefit of THF Mariposa at Fredericksburg, LP or an affiliate thereof (the "*Borrower*"), in connection with the acquisition, construction and equipping of a multifamily housing development to be located at southwest corner of Mariposa Drive and Sunday Circle, Gillespie County, Texas 78624 and to consist of approximately 120 units (the "*Development*"). The Borrower will own the Development. It is anticipated that Texas Housing Foundation, an affiliate of the Corporation, will own the land on which the Development will be located and lease such land to the Borrower. Further, it is anticipated that the general partner of the Borrower will be wholly-owned by THF Housing Development Corporation, an affiliate of the Corporation.

The Bonds will be limited obligations of the Corporation, payable solely from the revenues, receipts and resources of the Corporation pledged to their payment. The Bonds will not constitute an indebtedness or obligation of Gillespie County, Texas, any of the Sponsoring Political Subdivisions (or any other city, county or other municipal or political corporation or subdivision of the State of Texas) or of the State of Texas, or a loan of credit of any of them, within the meaning of any constitutional or statutory provision.

All interested persons are invited to attend the hearing telephonically by dialing into the toll-free telephone conference line number noted above and will be given the opportunity to express their views on the proposed issuance of the Bonds at a designated point in the public hearing. Questions or written comments prior to the date of the hearing may be directed to the THF Public Facility Corporation no later than 4:00 p.m. Central time on Wednesday, April 12, 2023 at 1110 Broadway Street, Marble Falls, Texas 78654, Attention: Mark Mayfield at (830) 693-8100.

AX-36213412

GENERAL AND NO LITIGATION CERTIFICATE OF WILLIAMSON COUNTY

We hereby certify that we are duly elected or appointed and acting officers of Williamson County, Texas (the *"County"*). We do hereby further certify that:

1. This Certificate is for the benefit of the Attorney General of the State of Texas (the *"Attorney General"*) and all persons interested in the validity of the proceedings of the Capital Area Housing Finance Corporation (the *"Corporation"*) related to the issuance by the Corporation of its multifamily housing revenue bonds entitled "Capital Area Housing Finance Corporation Multifamily Housing Revenue Bonds (The Preserve at Mustang Creek)" issued in one or more series (the *"Bonds"*).

2. The Commissioners Court (the *"Governing Body"*) of the County authorized the membership of the County in the Corporation, a joint housing finance corporation created pursuant to the Texas Housing Finance Corporations Act, Chapter 394, Local Government Code, as amended (the *"Act"*), and approved the Articles of Incorporation and Bylaws of the Corporation (and all amendments thereto).

3. The County has appointed Commissioner Russ Boles to act as a member of the board of directors of the Corporation. The individual is a resident of a city or county which is a member of the Corporation.

4. The Governing Body has taken no action pursuant to the Act, including Section 394.016(c) thereof, or otherwise, to limit the effectiveness of the resolution authorizing the issuance of the Bonds or in any way affecting the proceedings relating to the issuance of the Bonds.

5. The Governing Body has not created any other Corporation that currently has the power to make home mortgages or loans to lending institutions, the proceeds of which are to be used to make home mortgage or loans on residential developments.

6. No litigation is pending, or to our knowledge threatened, in any court in any way affecting the existence of the Corporation or seeking to restrain or to enjoin the issuance, sale or delivery of the Bonds, or in any way contesting or affecting the validity or enforceability of the Bonds or the financing documents to which the Corporation is a party, or contesting in any way the completeness or accuracy of any disclosure document prepared in connection with the issuance of the Bonds, or contesting the powers of the Corporation or its authority with respect to the financing documents to which it is party.

7. Each of the undersigned officers of the County hereby certifies that he or she is the duly elected or appointed incumbent of the office appearing below his or her signature and that the signature of the other officer appearing below is the true and correct signature of such person.

8. The Attorney General of the State of Texas is hereby authorized and directed to date this certificate concurrently with the date of his approval of the Bonds and this Certificate shall be

deemed for all purposes to be accurate and correct on and as of that date and on and as of the date of the initial issuance and delivery of the Bonds to the initial purchasers thereof.

9. By his or her signature hereto, the undersigned representative of the Governing Body assumes no liability whatsoever with respect to the Bonds. The Bonds are not an indebtedness of the Governing Body or the County and the Governing Body and the County shall have no liability therefor.

[Remainder of Page Intentionally Left Blank]

EXECUTED AND DELIVERED AS OF THE DATE SET FORTH BELOW.

WILLIAMSON COUNTY, TEXAS

By _____
Judge Bill Gravell

ATTEST

By_____
[Deputy] County Clerk

DATED: _____
[TO BE DATED BY ATTORNEY
GENERAL OF THE STATE OF TEXAS]

Commissioners Court - Regular Session **18.**

Meeting Date: 05/02/2023

Approval of Purchase for Payroll Tax Q Series Software Renewal from Vertex, Inc. for Auditor's Office

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the annual Renewal Quote #2023190 for Tax Table Software Renewal between Vertex, Inc. and Williamson County in the annual amount of $14,093.00 and exempting the purchase from the competitive bidding requirements established by Texas Local Government Code 262.024 (a)(7)(D) [Captive replacement parts and components for equipment].

Background

Approval of this item will support the operations of the Williamson County Auditor's Office. The Vertex Payroll Tax Q Series software feeds data into the Oracle Enterprise Resource Planning system (ERP) based on changes to state and federal tax tables and laws to ensure employees are paid correctly. The Vertex platform has been utilized and integrated into the Oracle platform for many years. This purchase is for the annual service. Service period covers the term of 8/1/2023 through 7/31/2024. IT, Legal, Contract Audit, and Budget have reviewed this purchase. Funding Source is 01.0100.0503.004505 as per FY23 budget. Department point of contact is Julie Kiley.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Vertex Renewal Quote Redacted

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	04/26/2023 11:54 AM
County Judge Exec Asst.	Becky Pruitt	04/26/2023 04:12 PM
Form Started By: Mary Watson		Started On: 04/19/2023 09:23 AM
Final Approval Date: 04/26/2023		

Vertex, Inc.
2301 Renaissance Blvd
King of Prussia, PA 19406

Renewal Quote - DO NOT PAY

Date: 4/1/2023

Company: Williamson County

Account: [redacted]

P.O. #

Please remit PO#'s to Vertex Finance at PO@Vertexinc.com

Service Agreement: [redacted]

Renewal Period: 8/1/2023 To 7/31/2024

Expected Invoice Date: 6/17/2023

Payment Terms: NET 30 Days

Licensed for 2,500 Employee's

Bill To: Tammy McCulley

301 SE Inner Loop
Ste 105
Georgetown, TX 78626-8207

Product: Payroll Tax Q Series Service Agreement

Delivery Method: FTP

Ship To Praveen Rao

301 SE Inner Loop
Ste 106
Georgetown, TX 78626-8207

Service Agreement Renewal:	**$14,093.00**
Account Total Renewal:	**$14,093.00**

**** Please note that the renewal prices quoted are for budgeting purposes and may be subject to change without notice. Quotes do not include applicable taxes**

Question? Contact: Erica Eliff, 484-595-6098

Commissioners Court - Regular Session **19.**

Meeting Date: 05/02/2023

Approval of Active & Fit Direct Agreement with American Specialty Health Fitness, Inc. for HR/Benefits.

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the Active & Fit Direct Agreement between American Specialty Health Fitness, Inc. and Williamson County and authorizing the execution of the agreement.

Background

Active & Fit Direct is no cost benefit to Williamson County that will provide employees and dependents the ability and option to join and select a program tier of their choosing which has multiple gym memberships and other physical fitness memberships. All fees are paid by the employees for their program selection directly to Active & Fit. There is no cost to Williamson County. Employees may also choose to participate in the free virtual workout options. Williamson County's Benefits Team will only be responsible for distributing program communications and will have a placeholder on our Benefits Portal. The point of contact is Shelley Loughrey.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Vendor Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	04/26/2023 07:57 PM
County Judge Exec Asst.	Becky Pruitt	04/27/2023 09:27 AM
Form Started By: Johnny Grimaldo		Started On: 04/25/2023 10:51 AM
Final Approval Date: 04/27/2023		

ACTIVE&FIT DIRECT™[i] AGREEMENT

THIS ACTIVE&FIT DIRECT AGREEMENT ("Agreement") is made and entered into as of the first day of date executed (the "Effective Date") by and between Williamson County, TX ("Client") and American Specialty Health Fitness, Inc. ("ASH Fitness"). The launch date of the Active&Fit Direct program will be the first of the month following sixty (60) days from the last date of execution of this Agreement (the "Commencement Date"). The Commencement Date may be changed by mutual written agreement between the Parties, without the necessity for a separate amendment to this Agreement.

RECITALS

WHEREAS, ASH Fitness has developed the Active&Fit Direct program whereby eligible Client employees and the employee's legal spouse or registered domestic partner, ages eighteen (18) and older, are provided the opportunity to access memberships at participating fitness locations to assist them in potentially becoming more physically fit, lowering risk for disease and improving quality of life.

WHEREAS, Client wishes to arrange for the Active&Fit Direct program to be available to Client employees and the employee's legal spouse or registered domestic partner, ages eighteen (18) and older.

WHEREAS, Client and ASH Fitness desire to establish an independent contractual relationship by which ASH Fitness will provide the Active&Fit Direct program, as specified in the Agreement to Enrolled Members (as defined below in Section 1.04).

AGREEMENT

NOW, THEREFORE, ASH Fitness agrees to provide Active&Fit Direct Services, subject to all the terms and conditions of this Agreement, as follows:

1 DEFINITIONS

Whenever used in this Agreement, the following terms shall have the following definitions:

1.01 **Active&Fit Direct Services** means those services, as described further in this Agreement, which comprise Active&Fit Direct.

1.02 **Affiliate** means, as to ASH Fitness or Client, any entity that, at any given time, directly or indirectly, controls, is controlled by or is under common control with ASH Fitness or Client, as applicable, whether through ownership of voting securities, by contract or otherwise.

1.03 **Eligible Members** are Client's employees, and may include that employee's legal spouse or registered domestic partner, ages eighteen (18) and older, who are located and reside in the same household in the United States, herein defined to be limited to the fifty states and the District of Columbia.

1.04 **Enrolled Members** are Eligible Members who have registered for the Active&Fit Direct program and have paid the Enrollment Fee and Monthly Fee required for participation in the Active&Fit Direct program.

1.05 **Enrollment Fee** is a fee the Eligible Member will pay to ASH Fitness at the time of enrollment into the Active&Fit Direct program.

1.06 **Fitness Location(s)** may include participating fitness centers, fitness clubs, fitness studios, organizations that provide group exercises sessions, and other like entities providing fitness services, as described in Section 2.03 of this Agreement. Participating Fitness Locations are not subcontractors of ASH Fitness.

1.07 **Members** refers to Eligible Members, Enrolled Members, and Registered Members collectively.

1.08 **Monthly Fee** is the fee that Enrolled Members will pay ASH Fitness for access to the Active&Fit Direct program each month. The Enrolled Member's method of payment must have a billing address located within the United States, herein defined to be limited to the fifty states and the District of Columbia.

[i] Active&Fit Direct™ is a trademark of American Specialty Health Incorporated. All rights are hereby reserved.

1.09 **Party(ies)** is/are the entity(ies) that execute this Agreement.

1.10 **Registered Members** are those Eligible Members who registered with the Active&Fit Direct program but who have not yet enrolled by paying the Enrollment Fee and Monthly Fee.

1.11 **State and Federal Law** is any and all state and federal laws and regulations and orders of any state or the United States and other requirements of any federal or state government or regulatory agency which are applicable to the Active&Fit Direct program.

2 OBLIGATIONS AND RESPONSIBILITIES OF ASH FITNESS

2.01 **Affiliates.** ASH Fitness may arrange for any of its Affiliates to assist ASH Fitness with the fulfillment of its obligations under this Agreement and with the development, maintenance and management of the Active&Fit Direct program.

2.02 **Active&Fit Direct Services.** Active&Fit Direct Services for Enrolled Members includes access to Fitness Locations they select from the Active&Fit Direct Network. Enrolled Members also have access to the website activeandfitdirect.com to manage their account and interact with program features, such as a digital fitness program and, access to the Active&Fit Direct Healthy Living Program with telephonic coaching. Registered Members will have access to the website activeandfitdirect.com to manage their account and interact with select program features. ASH Fitness reserves the right to increase, modify, or otherwise change the associated program features with the Active&Fit Direct program, including a material change to any aspect or feature, at any time and for any reason upon thirty (30) days advance notice of the effective date of such increase, modification, or change.

2.03 **Active&Fit Direct Network.** ASH Fitness will maintain a network of participating Fitness Locations that Enrolled Members can select from to participate in the Active&Fit Direct program. Client and Members may nominate a fitness location for ASH Fitness to recruit and contract with. The Active&Fit Direct Network of participating Fitness Locations is subject to change at any time based on network turnover due to additions, terminations, resignations or closure of Fitness Locations.

2.04 **Non-Discrimination.** ASH Fitness shall not discriminate against an Eligible Member for any reason, including but not limited to age, sex, marital status, religion, ethnic background, national origin, ancestry, race, sexual orientation, mental or physical disability, health status, medical history, evidence of insurability, gender identity, veteran status or geographic location.

2.05 **Enrollment.** To register or enroll, Eligible Members must access the Active&Fit Direct website through a conspicuous link on Client's log-in secured non-public home page, or the log-in secured non-public webpage of Client's third party vendor ("Benefits Vendor") if applicable, where applicable benefits are made available. Registration and enrollment is not offered on the public Active&Fit Direct home page. A toll free Active&Fit Direct customer service number is available for Members who have questions. Once enrolled, the Enrolled Member will be allowed to visit any Fitness Locations within the Active&Fit Network.

2.06 **Member Inquiries and Complaints.** ASH Fitness shall handle any inquiries or complaints an Eligible Member has with ASH Fitness or a Fitness Location arising under the terms of this Agreement, which is presented to ASH Fitness for resolution. ASH Fitness shall address any inquiries or complaints in accordance with its policies, processes, procedures and standards.

2.07 **Member Communications.** ASH Fitness shall have the opportunity to engage any Registered Member who has expressed interest in enrolling in the Active&Fit Direct program to encourage enrollment and participation. ASH Fitness shall have the opportunity to also engage any Enrolled Member to encourage ongoing participation in addition to soliciting periodic feedback regarding satisfaction with the Active&Fit Direct program. Registered Members and Enrolled Members shall be provided the opportunity for such communications to be discontinued at their request.

3 OBLIGATIONS AND RESPONSIBILITIES OF CLIENT

3.01 **Link to the Active&Fit Direct Website.** Client must post the conspicuous link to the Active&Fit Direct website on Client's log-in secured non-public website or the log-in secured non-public webpage of Client's Benefit Vendor if applicable, where applicable benefits are made available. Client will provide ASH Fitness a unique URL

("Referral Link"). Access to register and enroll in the Active&Fit Direct program will only be available when an Eligible Member accesses the Active&Fit Direct website through the Referral Link that links the member to the Active&Fit Direct website. If Eligible Member attempts to register or enroll from any other source, other than via the Referral Link, they will not be able to do so. Client will work with ASH Fitness to test the connection from the Referral Link to the Active&Fit Direct website at least fifteen (15) days prior to the date the Referral Link will be made available for use by the Eligible Member.

3.02 **Removal of Active&Fit Direct Link at Termination.** In the event of the termination of this Agreement, Client shall promptly remove the link to the Active&Fit Direct website from Client's website. Removal of the Active&Fit Direct link shall not result in the termination of Enrolled Members so long as they continue to make monthly payments to participate in the Active&Fit Direct program.

3.03 **Removal of Marketing and Promotional Materials at Termination.** In the event of termination of this Agreement, Client shall promptly cease from using and/or distributing any and all marketing and/or promotional materials. In addition, Client shall ensure removal of the marketing and promotional materials from its website.

3.04 **Client's Use of Benefits Vendor**. Client may now or at some future date use a Benefits Vendor to operate its benefits website where employee benefits are made available. If Client has permitted the link to the Active&Fit Direct website to be placed on a Benefits Vendor website, Client shall: (i) provide sixty (60) days advance notice to ASH Fitness, and ii) ensure that the Benefits Vendor understands and agrees to all applicable terms and obligations of this Agreement including, but not limited to, Section 2.05 Enrollment, Section 2.06 Member Inquiries and Complaints and, Section 2.07 Member Communications, this Article 3 Obligations and Responsibilities of Client, Article 4 Marketing and Promotion, Article 7 Confidentiality of Business Information, and Article 8 Trademarks. ASH Fitness reserves the right to object to use of Benefits Vendor if determined, at ASH Fitness's sole discretion, it would be detrimental to ASH Fitness.

4 MARKETING AND PROMOTION

4.01 **In General.** Client shall use only ASH Fitness approved communications (including but not limited to emails), marketing and promotional materials to promote the Active&Fit Direct program, as further explained below.

4.02 **Marketing and Promotional Materials Library.** Prior to the Commencement Date and for as long as this Agreement is in effect, ASH Fitness will provide Client with unlimited access to select pre-approved Active&Fit Direct marketing and promotional materials via a marketing portal at no charge to communicate and promote the Active&Fit Direct program to Client's Eligible Members. Client shall promote the availability of the Active&Fit Direct program to Eligible Members by making available and distributing to Eligible Members the Active&Fit Direct marketing and promotional materials described herein. Client shall perform marketing tactics to be completed on a quarterly basis as described in Section 4.03.

4.03 **Quarterly Marketing Requirements**
Client will perform the following marketing tactics:

1. Use best efforts to send at least one Active&Fit Direct dedicated/solo email sent to all employees.
2. Prominent placement and quarterly refresh on Client intranet or other secure Benefits Vendor website(s) via dedicated web page and/or Active&Fit Direct Web banner above the fold (i.e. pre-login – As described in Section 3.01, Eligible Members are required to then login into Client intranet or other Benefits Vendor website(s) to access Active&Fit Direct post-login).
3. Perform at least one other tactic from the below on at least a quarterly basis:
   a. Active&Fit Direct flat screen displays as alternative for clients focused on going green.
   b. Active&Fit Direct featured in group/newsletter emails (where multiple programs are mentioned).
   c. Active&Fit Direct promoted during wellness events, health fairs, etc.
   d. Active&Fit Direct dedicated direct mail, print pieces, or open enrollment materials including:
      i. Postcards
      i. Mail inserts
      ii. Fliers

iii. Company social media

Client is prohibited from editing, changing or supplementing any of these materials other than inserting Client's logo for co-branding and the Client's secure unique URL for post-log in access to the Active&Fit Direct program in the specified locations in approved marketing materials. ASH Fitness will inform Client when marketing and promotional materials are changed or become obsolete and Client shall immediately discontinue use of the affected material. ASH Fitness will provide Client with substitute material. Any marketing or promotional materials not described above that Client and ASH Fitness agree can be used to promote the Active&Fit Direct program shall be agreed to in writing (such as email or other) and may be defined specifically in an exhibit or amendment to this Agreement that is mutually agreed upon by the Parties.

5 FEES

5.01 **Fees.** The Parties agree that no compensation shall be payable to ASH Fitness from Client for the Active&Fit Direct program. All fees owed to ASH Fitness will be paid by and are the financial responsibility of the Enrolled Member until the Enrolled Member elects to terminate their participation voluntarily or payment is no longer made. ASH Fitness shall not recover any unpaid member fees from Client.

ASH Fitness reserves the right to revise its fees for the Active&Fit Direct program to be paid by the Eligible Members upon sixty (60) days' notice to Client and at least thirty (30) days' notice to Registered Members or Enrolled Members.

6 TERMINATION

6.01 **Termination With or Without Cause.** Either Party may terminate this Agreement at any time, with or without cause, by providing sixty (60) days prior written notice to the other party. However, ASH Fitness may immediately terminate this Agreement for breach of Section 3.01 for failure by Client to ensure the link to the Active&Fit Direct website on Client's and/or Client's Benefit Vendor's website is a log-in secured non-public website.

6.02 **Effect of Expiration or Termination.** No expiration or termination of this Agreement shall affect the rights and obligations of the Parties incurred prior to the effective date of the expiration or termination.

6.03 **Survival.** Any provision of this Agreement that imposes continuing obligations upon a Party or, by its nature or terms, would be reasonably understood to impose continuing obligations upon a Party, shall remain in force and effect after the expiration or termination of this Agreement for so long as intended, including this Section 6.03 Survival, and including the provisions of Sections 3.02 Removal of Active&Fit Direct Link at Termination, 3.03 Removal of Marketing and Promotional Materials at Termination, 6.02 Effect of Expiration or Termination, Article 7 Confidentiality of Business Information, Article 8 Trademarks, Article 9 Dispute Resolution, Sections 10.02 Responsibility for Own Acts, 10.05 Notice, and Section 10.10 Governing Law.

7 CONFIDENTIALITY OF BUSINESS INFORMATION

7.01 **Confidential Information.** Confidential Information includes all information in any form that should reasonably be considered as confidential or proprietary, including, but not limited to trade secrets, internal business practices, business records, processes, plans, goals, strategies, software systems, protocols, policies, procedures, customers, employees, business partners, finances, products, services and pricing, as well as any information specifically identified by the disclosing Party as confidential or propriety. Notwithstanding the foregoing, Confidential Information does not include information which (a) is generally available to the public at the time of disclosure by the Party disclosing the information ("Disclosing Party"); (b) was rightfully and legally available to the Party receiving the information ("Receiving Party") on a non-confidential basis prior to the information's disclosure by the Disclosing Party; (c) becomes rightfully and legally available to the Receiving Party on a non-confidential basis from a source other than the Disclosing Party, provided that the source is not bound by a confidentiality agreement with the Disclosing Party or otherwise prohibited from transmitting the information to the Receiving Party by a contractual, legal or fiduciary obligation; or (d) is independently developed by the Receiving Party.

7.02 **Disclosures Required By Law.** Where Confidential Information is required to be disclosed by court order, subpoena, regulatory agency or otherwise required by law, the Receiving Party shall notify the Disclosing Party as soon as reasonably practical so that the Disclosing Party may seek any such protective orders or other

confidential protections, in its sole discretion and expense, as it may elect. If disclosure is required, the Receiving Party shall only disclose such Confidential Information as necessary to comply with the order. The Disclosing Party shall have the right to inspect the information being disclosed by the Receiving Party. ASH Fitness acknowledges that Client may be subject to the requirements of its state's Public Records Act and that some information which ASH Fitness deems confidential or proprietary may be disclosed under this Act. In the event that any such confidential or proprietary information of ASH Fitness is required to be disclosed by Client by law or valid order of a court or other governmental authority, Client shall, to the extent legally permitted, give notice to ASH Fitness prior to disclosure such that ASH Fitness has reasonable time in which to object to such disclosure. ASH Fitness shall be responsible for objecting to such disclosure or for obtaining a protective order requiring that the confidential or propriety information so disclosed be used only for the purposes for which the order was issued.

7.03 **Protection of Confidential Information.** During the term of this Agreement and at all times thereafter, both Parties agree to receive and maintain Confidential Information in strictest confidence and shall use such Confidential Information solely for the purpose of performing obligations under this Agreement. Either Party shall be permitted to disclose or provide access to the other Party's Confidential Information to their employees, attorneys, consultants or agents only as necessary for the performance of obligations under this Agreement. Each Party shall take sufficient steps to require that its employees or any other third parties to whom Confidential Information is disclosed shall maintain the confidentiality of the Confidential Information. Neither Party shall otherwise disclose such information to any third party without the prior written consent of the other Party.

7.04 **Ownership of Confidential Information.** Receiving Party acknowledges and agrees that the Disclosing Party is the exclusive owner of the Confidential Information. A Receiving Party receiving acknowledges and agrees that it shall not have any right in that Confidential Information.

7.05 **Return of Confidential Information.** Upon the request of the Disclosing Party, or automatically upon the expiration or termination of this Agreement, a Receiving Party shall promptly return to the Disclosing Party all materials (including any and all copies thereof) containing any of the Disclosing Party's Confidential Information, unless the Disclosing Party otherwise directs the Receiving Party to destroy any of the materials. Upon the return or destruction of the materials the Receiving Party shall promptly certify in writing to the Disclosing Party that all materials have been returned or destroyed. If destruction is not possible due to record retention policy or by regulation, the Receiving Party will notify the Disclosing Party that destruction is not possible and provide the reason destruction is not possible. In the event destruction is not possible, the Receiving Party is obligated to protect Confidential Information pursuant to the terms of this Agreement for as long as it maintains such information and agrees not to use the information, unless otherwise permitted to do so writing.

8 TRADEMARKS

8.01 **Use of Names and Marks.** This Agreement does not grant either Party a license or sublicense, except as provided in this Section 8, to use the names, trademarks, service marks, corporate names, trade names, domain names, or logos owned by or licensed to the other Party ("Marks"). During the term of this Agreement, each Party may use the other Party's name solely in connection with promoting and providing information about the Active&Fit Direct program to Members in accordance with the obligations of this Agreement. Client may use the pre-approved promotional and marketing materials Active&Fit Direct, and the Active&Fit Direct design logo ("Active&Fit Direct Marks") on its websites, print media and other such media, as described above, as long as such use complies with this Agreement. Client may not alter any portion of the pre-approved materials including the trademark in any way, including, but not limited to, skewing, changing the color, rotating, separating logo elements or changing the typeface.

9 DISPUTE RESOLUTION

9.01 **Disputes between Client and ASH Fitness.**

9.01.1 Informal Discussions. The Parties will attempt to resolve disputes under this Agreement by informal discussions.

9.02 **Injunctive Relief for Articles 7 and 8.** The Parties agree that a breach of the terms and conditions of Articles 7 and 8 may cause immediate and irreparable harm. Therefore, in addition to any other rights or remedies available at law or in equity, the non-breaching Party is entitled to seek injunctive relief to restrain or enjoin the breach, without any requirement of bond or security, and without limiting other remedies a non-breaching Party may have against the breaching Party.

10 GENERAL PROVISIONS

10.01 **Independent Contractor Relationship.** The relationship between the Parties is an independent contractor relationship. Neither Party nor their employees or agents are employees, partners, or agents of the other Party. None of the provisions of this Agreement shall be construed to create a relationship of agency, representation, joint venture, ownership, control or employment between the Parties other than that of independent parties contracting solely for the purpose of effectuating this Agreement. Nothing contained in this Agreement shall cause either Party to be liable or responsible for any debt, liability or obligation of the other Party or any third party unless such liability or responsibility is expressly assumed by the Party sought to be charged therewith.

10.02 **Responsibility for Own Acts.** Each Party shall be responsible for its own acts or omissions and for any and all claims, liabilities, injuries, suits, demands and expenses of all kinds which may result or arise out of any alleged malfeasance or neglect caused or alleged to have been caused by that Party or its employees or representatives in the performance or omission of any act or responsibility of that Party under this Agreement.

10.03 **Severability.** Neither the invalidity nor unenforceability of any term or provision in this Agreement shall affect the validity, enforceability or approval of any other term or provision of this Agreement.

10.04 **No Third Party Beneficiaries.** Except for the Parties no other individuals or entities are intended to be or are in fact beneficiaries of this Agreement, and this Agreement's existence shall in no way whatsoever create any right on behalf of any third party vis-à-vis either of the Parties.

10.05 **Notice.** All notices required or permitted by this Agreement shall be in writing and may be delivered in person or may be sent by registered or certified mail or nationally recognized overnight couriers that guarantees next day delivery, electronic mail, or by facsimile transmission, and shall be deemed sufficiently given if served in the manner specified in this Section. Notice to ASH Fitness shall be sent to the address as noted below and notice to Client shall be sent via the address provided in the Client's signature block.

If to ASH Fitness:
American Specialty Health Fitness, Inc.
10221 Wateridge Circle
San Diego, CA 92121
Facsimile: 619-237-3831
Attention: Chairman & CEO

With a copy to:
American Specialty Health Fitness, Inc.
10221 Wateridge Circle
San Diego, CA 92121
Attention: Chief Legal Officer

The Parties may change the names and addresses noted within through written notice in compliance with this Section. Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark date. Notices delivered by nationally recognized overnight courier that guarantees next day delivery shall be deemed given twenty-four (24) hours after delivery of the notice to a nationally recognized overnight courier. If any notice is transmitted by facsimile transmission or similar means, the notice shall be deemed served or delivered upon telephone confirmation of receipt of the transmission, provided a copy is also delivered via mail or overnight courier.

10.06 **Assignment.** This Agreement and the rights, interests and benefits hereunder shall not be assigned, transferred or pledged in any way by ASH Fitness or Client and shall not be subject to execution, attachment or similar process. However, either Party may assign this Agreement and its rights, interests and benefits hereunder to any entity which is a corporate Affiliate of that Party.

10.07 **Entire Agreement.** This Agreement, including all exhibits and attachments hereto, represents the entire agreement between the Parties concerning the subject matter hereof and supersedes all previous agreements and understandings, oral or written, between the Parties regarding the subject matter for this Agreement.

10.08 **Amendments.** Except as provided below, this Agreement may only be amended by the mutual written consent of the Party's duly authorized representatives.

10.09 **Waiver of Breach.** Neither Party shall be deemed to have waived any provision of this Agreement or any breach or default by the other Party unless the waiver is in writing and executed by a duly authorized representative of the Party waiving compliance. Any such waiver so signed shall be effective only in the specific instance and for

the specific purpose stated in the writing; no waiver shall be deemed a waiver of any other provision, breach or default, irrespective of whether similar to the provision, breach or default waived. No failure or delay by either Party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any partial exercise preclude the exercise of any other right, power or privilege under this Agreement.

10.10 **Governing Law.** Unless governed by federal law, this Agreement shall be governed by and construed in accordance with the internal laws of the state of locale of the Client, without regard to its choice of law principles.

10.11 **Headings.** Titles to Articles and headings of Sections are inserted for convenience of reference only and shall neither be deemed a part of nor affect the meaning or interpretation of this Agreement.

10.12 **Interpretation.** Notwithstanding that one Party may have prepared the initial draft of this Agreement or played the greater role in preparation of subsequent drafts of this Agreement, each Party agrees that it has negotiated at arm's length and had the opportunity to engage legal counsel of its choice. Accordingly, both Parties shall be deemed the drafter of this Agreement and this Agreement shall be construed as though jointly prepared by the Parties, without favor to either Party.

10.13 **Compliance with Laws and Regulations.** Each Party shall comply with all applicable State and Federal Law in connection with its activities pursuant to this Agreement. Registered Member may, and Enrolled Members will, provide personal information in order to participate in the Active&Fit Direct program. Some of that information may be protected by State or Federal Law. In accordance with applicable State and Federal Law, ASH Fitness maintains a privacy and security program to protect such information it receives from those persons against unauthorized or non-permitted uses and disclosures.

10.14 **Force Majeure.** Neither Party will be liable for delay in delivery or nonperformance in whole or in part (other than a failure to pay any amount due hereunder), nor will the other Party have the right to terminate this Agreement where delivery or performance has been affected by a Force Majeure Event, except as otherwise specifically provided in this Section or in any Termination provisions of this Agreement. "Force Majeure Event" means any act or event, whether foreseen or unforeseen, that prevents a nonperforming Party, in whole or in part, from performing its obligations under this Agreement, or satisfying any conditions to the obligations of the performing Party under this Agreement where: The act or event is beyond reasonable control of and not the fault of the nonperforming Party, e.g. war, terrorism, riot or insurrections, law or regulation, strike, flood, fire, explosion, pandemic, epidemic, quarantine, or other similar event; the nonperforming Party has been unable to avoid or overcome the act or event by the exercise of best efforts; and the nonperforming Party gives notice to the performing Party as soon as is practicable after the act or event (or commencement of the act or event if the Force Majeure event lasts more than three (3) calendar days) stating the nature of the act or event, its anticipated duration, and any action the nonperforming Party is taking to avoid or minimize its effect.

The suspension of performance will be of no greater scope and no longer duration than is reasonably required and the nonperforming Party must use commercially reasonable efforts to remedy its inability to perform. In the event the suspension of performance continues for twenty-one (21) calendar days after the initial occurrence of the Force Majeure Event, and such failure to perform would constitute a material breach of this Agreement in the absence of such Force Majeure Event, the performing Party may terminate this Agreement immediately by providing written notice to the nonperforming Party.

10.15 **No Publicity**. Client, and its parent company, affiliates, and subsidiaries, are prohibited from referencing ASH Fitness and any of its affiliates and subsidiaries as a vendor, client, or as a customer in any promotional materials, including without limitation, on Client's website, brochures, marketing materials, social media accounts and the like, without ASH Fitness's prior written consent, unless otherwise permitted by this Agreement. This provision shall survive termination of this Agreement. Should Client, in performing its obligations under this Agreement, need to disclose its relationship with ASH Fitness to its subcontractor, vendor, consultant, or any other third party ("Third Party"), Client shall ensure that such Third Party agree to the same or similar obligations in a written agreement, and that such obligations shall survive termination of that agreement.

10.16 **Counterparts and Authority**. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All executed counterparts together shall constitute one and the same document, and counterpart signature pages may be detached and attached to form a single original document. Electronic signatures shall constitute original signatures for the purposes of this Agreement. Each person executing this Agreement represents that it has the legal capacity to enter this Agreement on behalf of such Party and upon its execution, this Agreement is a legally enforceable and binding obligation of such Party.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties hereto have executed this Agreement.

American Specialty Health Fitness, Inc.		**Williamson County, TX**	
BY:		BY:	
NAME:	George DeVries	NAME:	
TITLE:	Chairman & CEO	TITLE:	
DATE:	4/13/2023	ADDRESS:	
		FACSIMILIE:	
		E-MAIL:	
		ATTN:	
		DATE:	

Commissioners Court - Regular Session **20.**

Meeting Date: 05/02/2023

Approval of Services and Purchase Contract for Preventative Maintenance and Purchase of Batteries

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving a Services and Purchase Contract for Maintenance #2023186 for the Uninterruptible Power Supplies (UPS) in the Emergency Services Operations Center (ESOC) in the amount of $22,845.09 and exempting Unified Power from the competitive bidding requirements for said service established by Section 262.024.(a)(7)(D) [Captive Replacement Parts and Components for Equipment] of the Texas Local Government Code Discretionary Exemptions, and authorizing the execution of the contract.

Background

This Services and Purchase Contract is for uninterruptible power supplies at the Emergency Services Operations Center (ESOC). These batteries were originally purchased from Unified Power and due to their knowledge and experience with the ESOC facility, this company will be utilized for this service. Agreement shall run from 4/5/2023 - 4/4/2024. IT, Budget, Legal and Contract Audit have reviewed this agreement. The Funding Source is 01.0100.0523.004500 as per FY23 budget. The department point of contact is Janessa Stephens.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Unified Power Redacted

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	04/27/2023 09:11 AM
County Judge Exec Asst.	Becky Pruitt	04/27/2023 09:23 AM
Form Started By: Mary Watson		Started On: 04/19/2023 01:20 PM
Final Approval Date: 04/27/2023		

WILLIAMSON COUNTY
SERVICES AND PURCHASE CONTRACT

(On Computer Services, LLC dba Unified Power**)**

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasicontractual terms are subject to the extent authorized by Texas law, including but not limited to the Texas Constitution, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

THIS SERVICES AND PURCHASE CONTRACT (hereinafter "Contract") is made and entered into by and between **Williamson County, Texas** ("County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **On Computer Services, LLC dba Unified Power** (hereinafter "Service Provider"), both of which are referred to herein as the parties. The County agrees to engage Service Provider as an independent contractor, to provide certain services and purchase goods described herein pursuant to the following terms, conditions, and restrictions:

I.

Services: Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he, she, or it is not an employee of the County. The services include but are not limited to the services and work described in the attached Proposals being marked as **Exhibit "A,"** which is incorporated herein to the extent the Proposals meets or exceeds the requirements of County's solicitation, if applicable.

Should the County choose to add services in addition to those described in **Exhibit "A"**, such additional services shall be described in a separate written amendment to this Contract wherein the additional services shall be described, and the parties shall set forth the amount of compensation to be paid by the County for the additional services. Service Provider shall not begin any additional services and the County shall not be obligated to pay for any additional services unless a written amendment to this Contract has been signed by both parties.

Service Provider represents that Service Provider (including Service Provider's agents, employees, volunteers, and subcontractors, as applicable) possess all certifications, licenses, inspections, and permits required by law to carry out the services and work described in **Exhibit "A."** The Service Provider shall, upon written (including electronic) request, provide proof of valid licensure.

II.

Goods: Service Provider shall provide County the goods described in the attached Proposals being marked as **Exhibit "A,"** which is incorporated herein to the extent it meets or exceeds the County's solicitation, if applicable.

Should the County choose to purchase goods in addition to those described in Exhibit "A", such additional goods shall be described in a separate written amendment to this Contract wherein the additional goods shall be described, and the parties shall set forth the amount of compensation to be paid by the County for the additional goods. Service Provider shall not provide any additional goods and the County shall not be obligated to pay for any additional goods unless a written amendment to this Contract has been signed by both parties.

III.

Delivery of Goods: The title and risk of loss of the goods shall not pass to County until County receives and takes possession of the goods at the point or points of delivery. The place of delivery shall be that set forth on the purchase order. County shall have the right to inspect the goods at delivery before accepting them.

IV.

Warranty Products: Service Provider shall not limit or exclude any implied warranties and any attempt to do so shall render this Contract voidable at the option of County. Service Provider warrants that the goods furnished will conform to the specifications, drawings and descriptions provided in Exhibit "A" and County's solicitation, if applicable. Additionally, Service Provider warrants that all goods are free from defects in material and workmanship.

V.

Effective Date and Term: This Contract shall be in full force and effect as of the date of the last party's execution below and shall continue for one (1) year ("Initial Term"). At the end of the Initial Term of this Contract, the parties, upon mutual agreement, shall have the option to renew this Contract for two (2) additional one-year terms, with the terms and conditions remaining the same. The total period of the contract, including all terms, shall not exceed three (3) years.

Exercise of the renewal option is at the County's sole discretion and shall be conditioned, as a minimum, on the Contractor's performance of this Agreement and subject to the availability of funds. The County, if it desires to exercise its renewal option, will provide notice to the Contactor of its election to renew. The renewal term shall be considered separate and shall require exercise of the renewal option should the County choose to renew this Contract. The County and the Service Provider agree that termination shall be the Service Provider's sole remedy if the County choose not to extend this Contract for an additional one (1) year term.

VI.

Consideration and Compensation: Service Provider will be compensated based on a fixed sum for the specific project herein as set out in **Exhibit "A"**. The not-to-exceed amount under this Contract is Twenty-Two Thousand Eight Hundred and Forty-Five Dollars and Nine Cents ($22,845.09). Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date the County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by the County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of the County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

The County is a political subdivision under the laws of the State of Texas and claims exemption from sales and use taxes under Tex. Tax Code Ann. §151.309, as amended. The County agrees to provide exemption certificates to Service Provider upon request. Likewise, the County is neither liable for any taxes, charges, or fees assessed against Service Provider for the supplies or products provided or any Services rendered.

VII.

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

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

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

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability (*including premises,*	$1,000,000	$1,000,000

completed operations and contractual)

Aggregate policy limits: $2,000,000

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

COVERAGE	PER PERSON	PER OCCURRENCE
Bodily injury (including death)	$1,000,000	$1,000,000
Property damage	$1,000,000	$1,000,000
Aggregate policy limits		No aggregate limit

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

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

VIII.

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

IX.

INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE SERVICE PROVIDER, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. SERVICE

PROVIDER HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

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

X.

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

XI.

Compliance With All Laws: Service Provider agrees and will comply with all local, state, or federal requirements with respect to the services rendered. Any alterations, additions, or deletions to the terms of the Contract that are required by changes in federal, state, or local law or regulations are automatically incorporated into the Contract without written amendment hereto and shall become effective on the date designed by such law or by regulation.

XII.

Termination: This Contract may be terminated at any time at the option of either party, without future or prospective liability for performance, upon giving thirty (30) days written notice thereof.

XIII.

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

XIV.

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

XV.

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

XVI.

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

XVII.

No Assignment: Service Provider may not assign this Contract.

XVIII.

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

XIX.

Foreign Terrorist Organizations: Service Provider represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

XX.

Public Information: Service Provider understands that County will comply with the Texas Public information Act as interpreted by judicial ruling and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with this Purchase Order or any resulting contract may be subject to public disclosure pursuant to the Texas Public Information Act.

XXI.

Damage to County Property: Service Provider shall be liable for all damage to county-owned, leased, or occupied property and equipment caused by Service Provider and its employees,

agents, subcontractors, and suppliers, including any delivery or transporting company, in connection with any performance pursuant to this Contract. Service Provider shall notify County in writing of any such damage within one (1) calendar day.

XXII.

Media Releases: Service Provider shall not use County's name, logo, or other likeness in any press release, marketing materials, or other announcement without the County's prior written approval.

XXIII.

Authorized Expenses: In the event County authorizes, in advance and in writing, reimbursement of non-labor expenses related to the services subject of this Contract, County will pay such actual non-labor expenses in strict accordance with the Williamson County Vendor Reimbursement Policy (as amended), which is incorporated into and made a part of this Contract by reference. The Williamson County Vendor Reimbursement Policy can be found at: WilliamsonCountyVendorReimbursementPolicyMarch2023.pdf (wilco.org) . Invoices requesting reimbursement for authorized non-labor expenses must be accompanied by copies of the provider's invoice and clearly set forth the actual cost of the expenses, without markup.

XXIV.

Entire Contract & Incorporated Documents; Conflicting Terms: This Contract constitutes the entire Contract between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated into this Contract include the following:

A. As described in the attached Proposals, and being marked **Exhibit "A,"** which is incorporated to the extent the Proposals meets or exceeds the requirements of County's solicitation, if applicable;
B. And cooperative purchasing contract or agreement applicable to this this Contract, if any, set out on the signature page hereinbelow; and
C. Insurance certificates evidencing coverages required herein above.

The County reserves the right and sole discretion to determine the controlling provisions where there is any conflict between the terms of this Contract and the terms of any other purchase order(s), contract(s) or any document attached hereto as exhibits relating to the services and goods subject of this Contract.

XXV.

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

[SIGNATURES TO FOLLOW]

WITNESS that this Contract shall be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY:

_____
Authorized Signature

Judge Bill Gravell, Jr.,
County Judge

Date: _____ ____, 20____

SERVICE PROVIDER:

On Computer Services, LLC dba Unified Power
Name of Service Provider

_____
Authorized Signature

Robert Bundrant, RVP
Printed Name

Date: April, 18, 2023

Cooperative Purchasing Contract or Agreement (if applicable): _____

EXHIBIT A

Unified Power

Cameron Edmondson
Cameron.Edmondson@unifiedpowerusa.com
www.unifiedpowerusa.com

EXHIBIT A

Keeping You in Power

Williamson County Emergency Communications
Williamson County Emergency Communications Contract Renewal
Proposal #: [redacted]
Date: 04/05/2023

Cameron Edmondson
Cameron.Edmondson@unifiedpowerusa.com

Williamson County Emergency Communications Contract Renewal

Invoice To:	End User:
Williamson County Emergency Communications 911 Tracy Chambers Ln Georgetown TX 78626	Williamson County Emergency Communications

Williamson County Emergency Communications, 911 Tracy Chambers Ln, Georgetown, TX 78626, US

Unit Name	Manufacturer	Serial #	Batt Qty	Coverage	PM Frequency	Price
UPS 1	Tosh ba	120302889	120	FS/P/4hr	1 Major 7x24 / 3 Minor 7x24	$2,646.43
UPS 1 BAT 1	CSB		24	PM/4hr	Quarterly VRLA, (1) Annual, (3) Qtrly 7x24	-
UPS 1 BAT 2	CSB		24	PM/4hr	Quarterly VRLA, (1) Annual, (3) Qtrly 7x24	-
UPS 1 BAT 3	CSB		24	PM/4hr	Quarterly VRLA, (1) Annual, (3) Qtrly 7x24	-
UPS 1 BAT 4	CSB		24	PM/4hr	Quarterly VRLA, (1) Annual, (3) Qtrly 7x24	-
UPS 1 BAT 5	CSB		24	PM/4hr	Quarterly VRLA, (1) Annual, (3) Qtrly 7x24	-
UPS 2	Tosh ba	12-7E4216380013	80	FS/P/4hr	1 Major 7x24 / 3 Minor 7x24	$7,312.14
UPS 2 BAT 1	Narada		40	PM/4hr	Quarterly VRLA, (1) Annual, (3) Qtrly 7x24	-
UPS 2 BAT 2	Narada		40	PM/4hr	Quarterly VRLA, (1) Annual, (3) Qtrly 7x24	-
UPS 3	Tosh ba	120100335	120	FS/P/4hr	1 Major 7x24 / 3 Minor 7x24	$2,646.43
UPS 3 BAT 1	CSB		24	PM/4hr	Quarterly VRLA, (1) Annual, (3) Qtrly 7x24	-
UPS 3 BAT 2	CSB		24	PM/4hr	Quarterly VRLA, (1) Annual, (3) Qtrly 7x24	-
UPS 3 BAT 3	CSB		24	PM/4hr	Quarterly VRLA, (1) Annual, (3) Qtrly 7x24	-
UPS 3 BAT 4	CSB		24	PM/4hr	Quarterly VRLA, (1) Annual, (3) Qtrly 7x24	-
UPS 3 BAT 5	CSB		24	PM/4hr	Quarterly VRLA, (1) Annual, (3) Qtrly 7x24	-
UPS 4	Eaton Powerware	EA201T0028	180	FS/P/4hr	1 Major 7x24 / 3 Minor 7x24	$3,187.62
UPS 4 BAT 1	CSB		10	PM/4hr	Quarterly VRLA, (1) Annual, (3) Qtrly 7x24	-
UPS 4 BAT 10	CSB		10	PM/4hr	Quarterly VRLA, (1) Annual, (3) Qtrly 7x24	-
UPS 4 BAT 11	CSB		10	PM/4hr	Quarterly VRLA, (1) Annual, (3) Qtrly 7x24	-
UPS 4 BAT 12	CSB		10	PM/4hr	Quarterly VRLA, (1) Annual, (3) Qtrly 7x24	-

Cameron Edmondson
Cameron.Edmondson@unifiedpowerusa.com

Williamson County Emergency Communications, 911 Tracy Chambers Ln, Georgetown, TX 78626, US						
Unit Name	**Manufacturer**	**Serial #**	**Batt Qty**	**Coverage**	**PM Frequency**	**Price**
UPS 4 BAT 13	CSB		10	PM/4hr	Quarterly VRLA, (1) Annual, (3) Qtrly 7x24	-
UPS 4 BAT 14	CSB		10	PM/4hr	Quarterly VRLA, (1) Annual, (3) Qtrly 7x24	-
UPS 4 BAT 15	CSB		10	PM/4hr	Quarterly VRLA, (1) Annual, (3) Qtrly 7x24	-
UPS 4 BAT 16	CSB		10	PM/4hr	Quarterly VRLA, (1) Annual, (3) Qtrly 7x24	-
UPS 4 BAT 17	CSB		10	PM/4hr	Quarterly VRLA, (1) Annual, (3) Qtrly 7x24	-
UPS 4 BAT 18	CSB		10	PM/4hr	Quarterly VRLA, (1) Annual, (3) Qtrly 7x24	-
UPS 4 BAT 2	CSB		10	PM/4hr	Quarterly VRLA, (1) Annual, (3) Qtrly 7x24	-
UPS 4 BAT 3	CSB		10	PM/4hr	Quarterly VRLA, (1) Annual, (3) Qtrly 7x24	-
UPS 4 BAT 4	CSB		10	PM/4hr	Quarterly VRLA, (1) Annual, (3) Qtrly 7x24	-
UPS 4 BAT 5	CSB		10	PM/4hr	Quarterly VRLA, (1) Annual, (3) Qtrly 7x24	-
UPS 4 BAT 6	CSB		10	PM/4hr	Quarterly VRLA, (1) Annual, (3) Qtrly 7x24	-
UPS 4 BAT 7	CSB		10	PM/4hr	Quarterly VRLA, (1) Annual, (3) Qtrly 7x24	-
UPS 4 BAT 8	CSB		10	PM/4hr	Quarterly VRLA, (1) Annual, (3) Qtrly 7x24	-
UPS 4 BAT 9	CSB		10	PM/4hr	Quarterly VRLA, (1) Annual, (3) Qtrly 7x24	-
UPS 5	Eaton Powerware	EY434T0029	180	FS/P/4hr	1 Major 7x24 / 3 Minor 7x24	$3,290.38
UPS 5 BAT 1	Gruber		10	PM/4hr	Quarterly VRLA, (1) Annual, (3) Qtrly 7x24	-
UPS 5 BAT 10	Gruber		10	PM/4hr	Quarterly VRLA, (1) Annual, (3) Qtrly 7x24	-
UPS 5 BAT 11	Gruber		10	PM/4hr	Quarterly VRLA, (1) Annual, (3) Qtrly 7x24	-
UPS 5 BAT 12	Gruber		10	PM/4hr	Quarterly VRLA, (1) Annual, (3) Qtrly 7x24	-
UPS 5 BAT 13	Gruber		10	PM/4hr	Quarterly VRLA, (1) Annual, (3) Qtrly 7x24	-
UPS 5 BAT 14	Gruber		10	PM/4hr	Quarterly VRLA, (1) Annual, (3) Qtrly 7x24	-
UPS 5 BAT 15	Gruber		10	PM/4hr	Quarterly VRLA, (1) Annual, (3) Qtrly 7x24	-
UPS 5 BAT 16	Gruber		10	PM/4hr	Quarterly VRLA, (1) Annual, (3) Qtrly 7x24	-
UPS 5 BAT 17	Gruber		10	PM/4hr	Quarterly VRLA, (1) Annual, (3) Qtrly 7x24	-
UPS 5 BAT 18	Gruber		10	PM/4hr	Quarterly VRLA, (1) Annual, (3) Qtrly 7x24	-
UPS 5 BAT 2	Gruber		10	PM/4hr	Quarterly VRLA, (1) Annual, (3) Qtrly 7x24	-

Cameron Edmondson
Cameron.Edmondson@unifiedpowerusa.com

Williamson County Emergency Communications, 911 Tracy Chambers Ln, Georgetown, TX 78626, US						
Unit Name	**Manufacturer**	**Serial #**	**Batt Qty**	**Coverage**	**PM Frequency**	**Price**
UPS 5 BAT 3	Gruber		10	PM/4hr	Quarterly VRLA, (1) Annual, (3) Qtrly 7x24	-
UPS 5 BAT 4	Gruber		10	PM/4hr	Quarterly VRLA, (1) Annual, (3) Qtrly 7x24	-
UPS 5 BAT 5	Gruber		10	PM/4hr	Quarterly VRLA, (1) Annual, (3) Qtrly 7x24	-
UPS 5 BAT 6	Gruber		10	PM/4hr	Quarterly VRLA, (1) Annual, (3) Qtrly 7x24	-
UPS 5 BAT 7	Gruber		10	PM/4hr	Quarterly VRLA, (1) Annual, (3) Qtrly 7x24	-
UPS 5 BAT 8	Gruber		10	PM/4hr	Quarterly VRLA, (1) Annual, (3) Qtrly 7x24	-
UPS 5 BAT 9	Gruber		10	PM/4hr	Quarterly VRLA, (1) Annual, (3) Qtrly 7x24	-
Site Total:						$19,083.00

Coverage Legend	
Coverage	**Description**
FS/P/4hr	Full Service, Parts & Labor for the UPS, 4hr Emergency Response Time 7x24
PM/4hr	Preventive Maintenance Only, 4hr Emergency Response Time 7x24, Repairs Billable

Summary	
Williamson County Emergency Communications, 911 Tracy Chambers Ln, Georgetown, TX 78626, US	$19,083.00
Tax	$0.00
Total	$19,083.00

Cameron Edmondson
Cameron.Edmondson@unifiedpowerusa.com

Annual Agreement and Terms			
Contract Start	**Contract End**	**Payment Term**	**Billing Cycle**
04/05/2023	04/04/2024	Net 30 Days	1 Year Annual Billing in Advance
Proposal expires 30 days after the contract start date			

Multi-Year Service Contract Pricing Options

In order to save on an annual service contract that would typically include a 3-5% annual price escalation, and also to reduce the risk of parts price increases on full service contracts, a 3-year fixed price multi-year service contract option is available.

Pricing for each year would be as follows:

Year 1: $19,083.00
Year 2: $19,083.00
Year 3: $19,083.00

To lock in the fixed price for 3 years, one of the following is required:

1. Initial below to select this option and sign the proposal at the bottom
2. Initial below to select this option and provide a purchase order for the full 3 year term
3. Initial below to select this option and provide a Master Service Agreement addendum or schedule for the full 3 year term

Additional discounts are available if a multi-year contract is paid in full in advance. Please contact your Sales Rep for more information on this option.

(____) Initial here if you would like to purchase the Multi-Year option

Unified Power's Terms & Conditions will apply to orders based on this proposal.
https://unifiedpowerusa.com/terms-and-conditions

Unified Power's Standard Terms are part of this Agreement and constitutes the entire Agreement between the parties and shall exclusively control the relationship of the parties, with regard to this Agreement. Printed, preprinted or other terms on the face or reverse side of Buyer's Purchase Order shall not be binding. By signing below the Purchaser represents that it is the owner of the Covered Equipment or, if it is not the owner that it has the authority to enter into this agreement.

Unified Power		**Williamson County Emergency Communications**	
Signature:		Signature:	
Date:	4-18-2023	Date:	
Printed Name:	Robert Bundrant	Printed Name:	
Title:	Regional Vice President	Title:	

Cameron Edmondson
Cameron.Edmondson@unifiedpowerusa.com

Service Agreement

UNIFIED POWER will provide scheduled or remedial services (hereinafter referred to as service) in accordance with the manufacturer's specifications, as further defined in UNIFIED POWERS Proposal (Proposal) attached hereto. This Service Agreement is made and entered into by UNIFIED POWER and Customer expressly subject to the standard commercial Terms and Conditions of UNIFIED POWER all of which are incorporated by reference herein as if fully copied and set forth at length.

A. SCHEDULED MAINTENANCE:

1. The Preventive Maintenance (PM) inspection requirements will be scheduled during the Agreement period. Unless otherwise agreed in applicable Proposal:

    a. Minor inspection(s) (if applicable) will be scheduled at the convenience of UNIFIED POWER and normally will not require a system shutdown.
    b. The Major inspection will be scheduled at the convenience of the Customer and may require a full system shutdown.
2. If a PM cannot be scheduled within any annual term due to Customer delay, such PM will be forfeited no prorated PM value will be refunded.

B. EMERGENCY MAINTENANCE:

1. UNIFIED POWER will provide an emergency telephone number for notification by Customer of the need for emergency maintenance. For equipment covered by Remedial maintenance, UNIFIED POWER will determine the extent of the emergency and will take the necessary corrective action. If repairs are to be charged at Time & Materials (T&M) rates (attached), such service must be approved by Customer prior to dispatch (Refer to Section D). Emergency maintenance is defined, for purposes of this Agreement, as the maintenance required to restore the equipment listed in Appendix I to manufacturers agreed specifications following an unexpected interruption in service of said equipment.
2. UNIFIED POWER will make every reasonable effort to provide emergency maintenance as soon as possible and according to the response time schedule specified in the Proposal, subject to Customer acceptance and approval in case of T&M coverage.

    *RESPONSE TIME IS DEFINED, FOR PURPOSES OF THIS AGREEMENT, AS THE TIME FROM RECEIPT OF AN EMERGENCY CALL BY UNIFIED POWER, TO THE ARRIVAL OF AN ENGINEER ON SITE AT THE EQUIPMENT LOCATION.
3. UNIFIED POWER will provide remedial maintenance for problems not immediately affecting system reliability on a 0700 to 1800 hours Monday through Friday basis.

C. PARTS REPLACEMENT:

1. If Parts coverage is specified for equipment specified in the Proposal, REPLACEMENT OF CUSTOMER PARTS USED IN REPAIR OF SAID EQUIPMENT IS INCLUDED, with exception of Batteries (unless specifically included in the Proposal), major magnetics, and full AC or DC capacitor replacement. If any equipment covered by a Full Service program is no longer supported by its original equipment manufacturer, it is agreed that parts replacement for said equipment will be provided on a best-effort basis, and if parts are unavailable from any known source then the coverage for the equipment will revert to PM-Only and the contract value adjusted accordingly.
2. Any parts replaced under this Agreement will become the property of Unified Power.

D. ITEMS NOT COVERED BY THIS AGREEMENT:

1. Equipment modification or any additional testing beyond the scope described herein and attached, and testing of equipment modifications made by Customer are not covered by this Agreement.
2. Work not covered by this Agreement will be evaluated by UNIFIED POWER and, if agreed to by both parties, will be performed on a time and material basis as set forth in attached T&M rates.

E. EQUIPMENT LOCATION:

1. Maintenance of equipment covered under Remedial service is to be provided at the location specified in the Proposal only.
2. Customer will provide adequate working space and facilities for use by UNIFIED POWER and proper storage of spare parts. Customer will allow UNIFIED POWER ready access to Customer site and equipment, subject to Customers reasonable internal security and safety rules.

F. BATTERIES:

1. Battery maintenance is the sole responsibility of the Customer unless battery coverage is specified in the Proposal. In the event that battery maintenance is provided by UNIFIED POWER, it will be performed in accordance with general manufacturer's recommendations and standard industry practice. UNIFIED POWER assumes no responsibility for the proper dissemination or accuracy of recommendations of individual manufacturers.

G. TERM and TERMINATION:

1. This Agreement shall automatically be renewed for successive twelve (12) month periods at prices in effect at the time of each renewal. Customer will be provided written notice of renewal of the Agreement approximately 60 days prior to its expiration stating the prices for the applicable renewal term. In the event Customer elects not to renew this Agreement, Customer shall provide thirty (30) days written notice prior to its expiration.
2. Notwithstanding the foregoing, Customer or UNIFIED POWER may terminate this Agreement at any time upon thirty (30) days written notice to the other, in which case I) Customer will be liable for any service rendered to the reasonable satisfaction of Customer prior to the effective date of termination; and II) UNIFIED POWER, at its discretion, shall provide a credit against any advance payments received as follows: a) a prorated amount based on the terminated portion of the fixed-price fee due UNIFIED POWER; or b) an amount based on the difference between the amount paid by Customer prior to the effective date of early termination and the actual cost of service provided (including emergency repair calls) by Unified Power prior to the effective date of early termination.

H. EXCLUSIONS:

1. If included under Remedial coverage, equipment that has not been serviced by UNIFIED POWER is subject to inspection by UNIFIED POWER to determine if it is in acceptable working condition prior to acceptance of this Agreement by UNIFIED POWER. As determined by results of the first preventive maintenance inspection under this Agreement, any remedial action required to bring covered equipment into compliance with manufacturer's specifications will be at Customer's sole expense under the time and material charges at the attached T&M rates. If Customer declines to approve such remedial action, the Agreement will be voided and any payments already received by UNIFIED POWER will be refunded, less any charges (at aforementioned T&M rates) for services already expended under the Agreement.
2. Labor will be charged to and paid by Customer at the attached T&M rates, for the repair or service of the equipment covered as Remedial Service under this Agreement, in the event any of the following conditions occur during the term of this Agreement:

    a. Persons other than UNIFIED POWER attempt to repair or maintain the equipment covered by this Agreement;
    b. Damage to the equipment covered by this Agreement results from acts of God or any and all external causes including, but not limited to, any and all insurable risks. This limitation specifically excludes acts by UNIFIED POWER, its agents, or employees;
    c. Damage to equipment covered by this Agreement results from failure to maintain a reasonable temperature or state of cleanliness at the covered equipment location;
    d. Reasonable access to the covered equipment is denied to UNIFIED POWER;
    e. Service calls are requested by Customer which are unrelated to the equipment covered under this Agreement;
    f. Service is required due to misuse or improper operation of the covered equipment beyond the manufacturers' specifications for the equipment covered under this Agreement;
    g. UNIFIED POWER is required to stay at Customer's site more than one hour after repairs are completed because Customer has elected not to place equipment back in service upon completion of repairs; and,
    h. UNIFIED POWER is required to use outside personnel to provide services under this Agreement. The cost of any such outside personnel shall be Customer's sole responsibility.

I. SAFETY REPRESENTATIVE:

1. Customer agrees to provide a safety representative and that representative will be available at the equipment location whenever UNIFIED POWER is performing services under this Agreement on equipment under line power. Customer will further ensure that the safety representative understands where and how to disconnect power and has sufficient physical capabilities to accomplish same.

J. CUSTOMER RESPONSIBILITIES:

1. Notwithstanding any other provision of this Agreement, Customer shall provide proper and reasonable maintenance and access to all equipment covered by this Agreement. Customer shall also provide the following:

    a. A Safety Representative, as provided for in Paragraph I;
    b. Inspection and replacement of air filters on a routine basis;
    c. All applicable equipment areas kept clean and free of loose debris.
    d. A temperature in all applicable equipment areas at or below 84 degrees Fahrenheit at all times;
    e. Humidity control in all applicable equipment areas to prevent condensation;
    f. Covered equipment areas free of corrosive elements that affect the operating life of equipment.

K. ASSIGNMENT/SUBCONTRACTING:

1. Neither party to this Agreement shall have the right to assign its rights or delegate its duties under this Agreement without the prior written consent of the other party which shall not be unreasonably withheld. This provision shall not act to prevent and/or restrict either party from an assignment to accomplish a change and/or modification of corporate structure provided that such changes and/or modifications do not materially and adversely affect the other party to this Agreement. In addition, UNIFIED POWER shall have the right to subcontract any of the work that is the subject of this Agreement.

Cameron Edmondson
Cameron.Edmondson@unifiedpowerusa.com

UPS Inspection Major

Attachment U200

The following is an outline of general items reviewed and evaluated by Unified Power (Contractor) during a Major PM inspection of the UPS Power Module (PM Services). PM Services are performed during the Contracted Period Maintenance (CPM) at no extra charge to the client. All inspections are designed to be performed during off line operation, in the bypass mode. A review of all hardware and/or processes may not be applicable to all equipment models. UPH offers standardized Methods of Procedure (MOPs) to be followed in conjunction with PM Services, specialized MOPs are available on request and charged based on Preferred Time and Material Rates (U-901).

Clients canceling a PM Service less than 24 hours prior to the scheduled appointment time may forfeit PM Service under the Agreement. Furthermore, Contractor will make a maximum of (3) attempts to schedule the PM Service inspections. Failure by client to respond or allow access to clients facilities by Contractor may result in forfeiture of the PM Services otherwise available to client from Contractor.

I. Visual Inspection

- A. Inspect all printed circuit boards connections for cleanliness, swab contacts if necessary.
- B. Inspect all power connections for signs of overheating.
- C. Inspect all subassemblies, bridges and legs for signs of component defects or stress.
- D. Inspect all DC capacitors for signs of leakage.
- E. Inspect all AC capacitors for signs of leakage.
- F. Inspect and inventory all customer owned spare parts.
- G. Inspect for, and perform as required, any open engineering changes.

II. Internal Operating Parameters

- A. DC Ground Detection Offset
- B. Inverter leg current average balance
- C. Output filter current average phase balance
- D. Rectifier bridge current average leg balance
- E. AC Protection settings and operation
- F. DC Protection settings and operation
- G. Input and Output Frequency and Voltage Bandwidth settings.
- H. Verify DC filter capacitance.
- I. Verify AC tank and trap filter capacitance.
- J. Power Supply voltages and waveforms.
- K. Replace Power Module power supply back up control battery cells.
- L. Static Switch leakage testing

III. External Operating Parameters

- A. System Input Voltages (all phases)
- B. System Input Currents (all phases)
- C. DC Charging Voltage (float and equalize), record settings, adjust to nominal
- D. Rectifier phase on and walk up
- E. Inverter phase on and walk up
- F. Adjust all panel meters to measured values
- G. System Bypass Voltages (all phases)
- H. Manual and UV Transfer Testing, verify uninterrupted transfer waveform.
- I. Outage simulation, and battery capability testing, and verify charger current limit.
- J. Generator operation and interface verification.

IV. Environmental Parameters

A. UPS area ambient temperature and condition of ventilating equipment.
B. General Cleanliness of UPS Power Module
C. General Cleanliness of UPS area.
D. Replace all air filters.
E. Clean control panel/CRT screen.3

V. Battery Cabinet Checks

A. General appearance of Battery System (all types)
B. General cleanliness of Battery System area. (all types)
C. Battery System area ambient temperature and condition of ventilating equipment.

VI. Monitoring System Parameters

A. Alarm archive review and printing
B. Alarm lamp test - local and remote
C. Replace all open monitor bulbs

VII. General

A. Customer Consultation
B. Verbal Recommendations
C. General Observations

Following the Major PM inspection, a written report will be provided detailing the results of the inspection, and making specific recommendations toward future remedial action, upgrades, or sparing.

Rev. 02/28/14

Cameron Edmondson
Cameron.Edmondson@unifiedpowerusa.com

UPS Minor Inspection

Attachment U201

The following is an outline of general items reviewed and evaluated by Unified Power (Contractor) during a Minor PM inspection of the UPS Power Module (PM Services). PM Services are performed during the Contracted Period Maintenance (CPM) at no extra charge to the client. All inspections are designed to be performed during off line operation, in the bypass mode. A review of all hardware and/or processes may not be applicable to all equipment models. UPH offers standardized Methods of Procedure (MOPs) to be followed in conjunction with PM Services, specialized MOPs are available on request and charged based on Preferred Time and Material Rates (U-901).

Clients canceling a PM Service less than 24 hours prior to the scheduled appointment time may forfeit PM Service under the Agreement. Furthermore, Contractor will make a maximum of (3) attempts to schedule the PM Service inspections. Failure by client to respond or allow access to clients facilities by Contractor may result in forfeiture of the PM Services otherwise available to client from Contractor.

I. Visual Inspection

   A. Inspect the proper operation of all cooling fans.
   B. Inspect all power connections for signs of overheating.
   C. Inspect all DC capacitors for signs of leakage.
   D. Inspect all AC capacitors for signs of leakage.
   E. Inspect and inventory all customer owned spare parts.
   F. Inspect for and note any open engineering changes.

II. Internal Operating Parameters

   A. Rectifier bridge current average leg balance.
   B. Inverter leg current average balance.
   C. Power Supply voltages and waveforms.
   D. Power Supply back up control battery cell voltages.
   E. Output filter current average phase balance.

III. Environmental Parameters

   A. UPS area ambient temperature and humidity.
   B. Operating condition of ventilation and cooling equipment.
   C. Cleanliness of UPS Power Module.
   D. Cleanliness of UPS area.
   E. Cleanliness of all air filters (replace if necessary)

IV. Battery Checks

   A. Battery System area ambient temperature and humidity.
   B. Operating condition of ventilation and cooling equipment.
   C. General appearance of Battery System (all types)
   D. General cleanliness of Battery System area. (all types)

V. Monitoring System Parameters

   A. Download of alarm history / event queue.
   B. Download of present front panel metering values.
   C. System Input Voltages, Currents, and Frequency (all phases).
   D. Rectifier Input Voltages, Currents, and Frequency (all phases).
   E. DC Charging Voltages and Current
   F. Inverter Output Voltages, Currents, and Frequency (all phases).
   G. System Output Voltages, Currents, and Frequency (all phases).
   H. System Bypass Voltages and Currents (all phases).

I. Download of battery self-test data
J. Download of unit configuration report
K. Operation of control and status panel lamp tests - local and remote
L. Operating status of remote monitor status panels

VI. General

A. Customer Consultation
B. Verbal Recommendations
C. General Observations
D. Submit Report within 5 days

Rev. 02/28/14

Cameron Edmondson
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Valve Regulated Battery System (Sealed)

Annual/Semi-Annual Inspection

Attachment U300

The following is an outline of general items reviewed and evaluated by Unified Power (Contractor) during an inspection of the battery plant (Battery PM Services). Battery PM Services are performed during the Contracted Period Maintenance (CPM) at no extra charge to the client. No Battery PM Services will be performed on Holidays observed by Contractor. All inspections are designed to be performed during on-line operation. A review of all hardware and/or processes may not be applicable to all equipment models.

Clients canceling a Battery PM Service less than 24 hours prior to the scheduled appointment time may forfeit Battery PM Service under the Agreement. Furthermore, Contractor will make a maximum of (3) attempts to schedule the Battery PM inspections. Failure by client to respond or allow access to clients facilities by Contractor may result in forfeiture of the Battery PM Services otherwise available to client from Contractor.

Annual/Semi-Annual Maintenance Inspection Includes:

- Measure and record total system float voltage and individual battery voltages using a digital voltmeter.
- Batteries may be load tested with a portable tester applying 2.5 times its ampere hour rating for 15 seconds and record battery voltage at end of test period. Batteries may also have the internal resistance, impedance or conductance recorded as well as load testing 10% during bi-annual inspections.
- Measure and record ambient temperature and all negative post temperatures.
- Measure and record all of the intercell/unit connector and battery cable contact resistances using a digital low resistance ohmmeter to verify that connection resistances are within the acceptable values determined for the particular battery, per manufacturers guidelines. Not applicable to units with spade terminals.
- Visually inspect conditions and appearance of the following:
  - Main terminal connections, intercell/unit connectors, cables, and associated hardware.
  - Cell/unit covers, containers, and post seals.
  - Battery racks or cabinets and associated components and hardware.
- Mechanicals and Housekeeping Review:
  - Spot check torque on battery rack frames, rails and braces.
  - Retorque all battery connections found to be beyond acceptable contact resistance values. Connection resistances remaining above acceptable limits should be analyzed to determine the effect of the increased resistance on connection integrity, remedy as required.
  - Perform cleaning of accessible surfaces and surrounding areas.
- Inspect and/or adjust the following:
  - Float and equalize voltage settings.
  - Operation of output current and voltage meters.
  - General housekeeping of equipment.
- Review of Customer maintained records and safety documentation:
  - Check for warning/hazard labels and operation information placards.
  - Inspect area for safety equipment if required.
- Provide Customer with a written report:
  - Describe condition of the batteries and any maintenance which Contractor deems necessary.
  - Submit Report within 5 days

Rev. 9/17/13

Cameron Edmondson
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Preferred Time and Material Rates

Attachment U901

Preferred Time and material rates apply to remedial/emergency services performed by Unified Power engineers on contracted clients. Remedial service requiring emergency response for equipment failures is available 24 hours a day, 365 days a year. Rates do not apply to scheduled services, such as special testing, battery string replacement, or other specific services which are quoted on a fixed-price basis upon request.Contracted clients receive 15% off of standard labor rates and discounts off of parts list price.

Unified Powers Standard Terms Conditions apply for services performed. Rates aresubject to change

Travel and Labor Rates*

Service Type	Regular Hours[1]	Off Hours[2]	Holiday
UPS Services	$172.00/Hour	$265.00/Hour	$370.00/Hour
DC/Electronic Services	$172.00/Hour	$265.00/Hour	$370.00/Hour
Battery Services	$140.00/Hour	$220.00/Hour	$290.00/Hour
Managed Service	As Proposed		
Expenses	Billed in accordance with the Williamson County Vendor Reimbursement Policy		
Auto Mileage	Current IRS Rate		
Materials//Parts	Current Pricing, FOB Destination		
Same Day Response	Subject to availability, May be subject to Premium Charge		
Calculation of Charges	Portal to Portal		

* Minimum of 4 hours required for the services

1 Regular Hours : Monday - Friday from 8am to 5pm.

2 Off Hours : Monday - Friday and Weekends

Effective: 08/01/19

Unified Power

Cameron Edmondson
Cameron.Edmondson@unifiedpowerusa.com
www.unifiedpowerusa.com

Keeping You in Power

Williamson County Emergency Communications
Battery Module Replacements
Proposal #: [redacted]
Date: 04/05/2023

Cameron Edmondson
Cameron.Edmondson@unifiedpowerusa.com

Battery Module Replacements

Invoice To:	End User:
Williamson County Emergency Communications 911 Tracy Chambers Ln Georgetown TX 78626	Williamson County Emergency Communications

Williamson County Emergency Communications, 911 Tracy Chambers Ln, Georgetown, TX 78626, US	
Description	**Price**
Battery packs, Shipping and Labor to remove, replace and recycle (4) filled battery modules, UPS 4 SN: EA201T0028 string 1, UPS 5 SN: EY434T0029 String 2 during normal business hours. *Adder for after hours labor: $492.31 *Shipping is standard ground. Special delivery requirements not mentioned above will incur additional costs*	$3,762.09

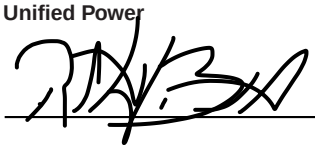
Comments
Site Contact: Jeff Spencer Phone: (512) 864-8020 Email: jeff.spencer@wilco.org

Summary	
Williamson County Emergency Communications, 911 Tracy Chambers Ln, Georgetown, TX 78626, US	$3,762.09
Tax	$0.00
Total	$3,762.09

Cameron Edmondson
Cameron.Edmondson@unifiedpowerusa.com

Unified Power's Terms & Conditions will apply to orders based on this proposal.
https://unifiedpowerusa.com/terms-and-conditions

Unified Power's Standard Terms are part of this Agreement and constitutes the entire Agreement between the parties and shall exclusively control the relationship of the parties, with regard to this Agreement. Printed, preprinted or other terms on the face or reverse side of Buyer's Purchase Order shall not be binding. By signing below the Purchaser represents that it is the owner of the Covered Equipment or, if it is not the owner that it has the authority to enter into this agreement.

Unified Power		**Williamson County Emergency Communications**	
Signature:		Signature:	
Date:	4-18-2023	Date:	
Printed Name:	Robert Bundrant	Printed Name:	
Title:	Regional Vice President	Title:	

Commissioners Court - Regular Session **21.**

Meeting Date: 05/02/2023

Approval of Purchase Contract of Aluminum Bleachers from Global Equipment Company Inc. dba

Submitted For: Joy Simonton **Submitted By:** Stephanie Robles, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving purchase contract #2023187 for the purchase of four (4) aluminum bleachers for Williamson County Expo Center, 5350 Bill Pickett Trail, Taylor, TX 76574 from Global Equipment Company Inc., in the amount of $21,472.81 pursuant to Omnia Contract #R211402 and authorizing the execution of the contract.

Background

Approval of these items will support the operations of the Williamson County Expo Center – Parks Department. Requisition #131513 was submitted along with a sales quote for (4) 5-Row National Rep Aluminum Bleacher with Guardrails, fifteen feet (15') long, single footboard bleachers for $5,036.29 each plus shipping and handling costs of $1,327.65 for a total purchase of $21,472.81 from Global Industrial pursuant to Omnia Contract #R211402. Funding source is 01.0100.3106.005300 . Point of contracts are Benita Bonner or Jason Brown.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Purchase Contract

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	04/26/2023 07:42 PM
County Judge Exec Asst.	Becky Pruitt	04/27/2023 09:24 AM
Form Started By: Stephanie Robles		Started On: 04/24/2023 01:32 PM
Final Approval Date: 04/27/2023		

DocuSign Envelope ID: 3DF05893-B225-4EE6-9BC9-B04E2A33E09C

WILLIAMSON COUNTY
PURCHASE CONTRACT
(Global Equipment Company Inc.)

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasicontractual terms are subject to the extent authorized by Texas law, including but not limited to the Texas Constitution, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

THIS PURCHASE CONTRACT (hereinafter "Contract") is made and entered into by and between **Williamson County, Texas** ("County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Global Equipment Company Inc. dba Global Industrial** (hereinafter "Vendor"), both of which are referred to herein as the parties The County agrees to purchase and the Vendor agrees to sell the goods described herein pursuant to the following terms, conditions, and restrictions:

I.

Goods: Vendor shall provide County the goods described in the attached Quote(s)/Proposal(s) being marked as **Exhibit "A,"** which is incorporated herein to the extent it meets or exceeds the County's solicitation, if applicable.

Should the County choose to purchase goods in addition to those described in **Exhibit "A"**, such additional goods shall be described in a separate written amendment to this Contract wherein the additional goods shall be described and the parties shall set forth the amount of compensation to be paid by the County for the additional goods. Vendor shall not provide any additional goods and the County shall not be obligated to pay for any additional goods unless a written amendment to this Contract has been signed by both parties.

II.

Effective Date: This Contract shall be in full force and effect as of the date of the last party's execution below.

III.

Consideration and Compensation: County shall pay Vendor for the goods in the amount set out in **Exhibit "A."** Payment for the goods shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date the County receives the goods under the contract; or (2) the date the Williamson County Auditor

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

The County is a political subdivision under the laws of the State of Texas and claims exemption for sales and use taxes. The County agrees to provide exemption certificates upon request.

IV.

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

V.

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

VI.

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

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

VII.

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

VIII.

Compliance With All Laws: Vendor agrees and will comply with any and all local, state or federal requirements with respect to the services rendered. Any alterations, additions, or deletions to the terms of the Contract that are required by changes in federal, state or local law or regulations are automatically incorporated into the Contract without written amendment hereto, and shall become effective on the date designed by such law or by regulation.

IX.

Termination: This Contract may be terminated at any time at the option of either party, without future or prospective liability for performance, upon giving thirty (30) days written notice thereof.

X.

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

XI.

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

XII.

Right to Audit: Vendor agrees that the County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Vendor which are directly pertinent to the good to be provided under this Contract for the purposes of

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making audits, examinations, excerpts, and transcriptions. Vendor agrees that the County shall have access during normal working hours to all necessary Vendor facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. The County shall give Vendor reasonable advance notice of intended audits.

XIII.

Good Faith Clause: Vendor agrees to act in good faith in the performance of this Contract.

XIV.

No Assignment: Vendor may not assign this Contract.

XV.

Foreign Terrorist Organizations: Vendor represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

XVI.

Public Information: Vendor understands that County will comply with the Texas Public information Act as interpreted by judicial ruling and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with this Purchase Order or any resulting contract may be subject to public disclosure pursuant to the Texas Public Information Act.

XVII.

Damage to County Property: Vendor shall be liable for all damage to county-owned, leased, or occupied property and equipment caused by Vendor and its employees, agents, subcontractors, and suppliers, including any delivery or transporting company, in connection with any performance pursuant to this Contract. Vendor shall notify County in writing of any such damage within one (1) calendar day.

XVIII.

Media Releases: Vendor shall not use County's name, logo, or other likeness in any press release, marketing materials, or other announcement without the County's prior written approval.

XIX.

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

XX.

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Entire Contract & Incorporated Documents; Conflicting Terms: This Contract constitutes the entire Contract between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated into this Contract include the following:

A. As described in the attached Quote(s)/Proposal(s), and being marked **Exhibit "A,"** which is incorporated herein to the extend the Quote(s)/Proposal(s) meets or exceeds the requirements of County's solicitation, if applicable; and
B. The cooperative purchasing contract or agreement applicable to this Contract, if any, set out on the signature page hereinbelow.

The County reserves the right and sole discretion to determine the controlling provisions where there is any conflict between the terms of this Contract and the terms of any other purchase order(s), contract(s) or any document attached hereto as exhibits relating to the services and goods subject of this Contract.

WITNESS that this Contract shall be effective as of the date of the last party's execution below.

WILLIAMSONCOUNTY:

_____
Authorized Signature

_____
Printed Name

Date: _____, 20_____

VENDOR:

Global Equipment Company Inc.
Name of Vendor

DocuSigned by:
Evelyn Davis
Authorized Signature

Evelyn Davis
Printed Name

Date: 4/21/2023 ____, 20__

Cooperative Purchasing Contract or Agreement (if applicable): Omnia R211402

DocuSign Envelope ID: 3DF05893-B225-4EE6-9BC9-B04E2A33E09C

Exhibit "A"
Quote/Proposal

4/11/23, 2:13 PM Quotation Confirmation

GLOBAL INDUSTRIAL
We can supply that.

2505 MILL CENTER PARKWAY SUITE 100
BUFORD, GA 30518

Sales Quote

Account #: [redacted]	Quote #: [redacted]	Quote Issued:03/21/2023
WILLIAMSON COUNTY	JASON.BROWN@WILCO.ORG	*Pricing valid for 30 days from quote issue date. subject to change based on product availability and/or extraordinary market conditions
JASON BROWN	Phone: (512) 238-2101	
5350 BILL PICKETT TR	Fax:	
TAYLOR, Texas 76574		
CLICK HERE TO LOGIN AND PLACE THIS ORDER ONLINE.		

Part#	Description	Shipping	Quantity	Price	Extended
248755	5 Row National Rep Aluminum Bleacher with Guardrails, 15' Long, Single Footboard Country Of Origin: UNITED STATES	TRUCK	4	$5,036.29	$20,145.16
				Item Total:	$20,145.16
				Shipping and Handling:	$1,327.65
PLEASE BE SURE TO REVIEW OUR TERMS AND CONDITIONS				*Total:	$21,472.81

Notes	
OMNIA PUBLIC SECTOR R211402	Thank you for the opportunity to help with your needs. To place your order or for further assistance please contact me. **Name:** DANIEL HIMELICK **Email:** DHIMELICK@GLOBALINDUSTRIAL.COM **Phone:** (678) 969-6676 x122676 **Fax:** (888) 820-4562

Commissioners Court - Regular Session **22.**

Meeting Date: 05/02/2023

Approval of Services and Purchase Contract for Gold Annual Maintenance from Data Projections, Inc. for Courtroom Audio Video Systems for IT Department

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the Services and Purchase Contract #2023189 between Data Projections, Inc. and Williamson County for the DPI Gold Annual Maintenance for all Courtroom AV systems for the not-to-exceed amount of $48,600.00, pursuant to TIPS Contract #210101 and authorizing the execution of the Contract.

Background

Approval of this maintenance agreement will support the operations at the Williamson County Courts in all Courtrooms, the Grand Jury Room at Tele-Justice Center, all Justice of the Peace Courts, GT Annex and the Juvenile Justice Courtroom in the County by providing remote and on-site technical support of specified audio/video (AV) systems. The term of this agreement is from 12/1/2022 through 11/30/2023. The attached addendum and quote define the details of this agreement. Legal, Contract Audit, IT and Budget have reviewed this agreement. Funding source is 01.0100.0503.004500 as per FY 23 budget. The Department points of contact are Richard Semple or Don Heflin.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Redacted Data Projections, Inc. Quote Gold Maintenance

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	04/26/2023 10:56 AM
County Judge Exec Asst.	Becky Pruitt	04/26/2023 11:37 AM
Form Started By: Mary Watson		Started On: 04/13/2023 03:35 PM
Final Approval Date: 04/26/2023		

WILLIAMSON COUNTY
SERVICES AND PURCHASE CONTRACT
(Data Projections, Inc.)

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasicontractual terms are subject to the extent authorized by Texas law, including but not limited to the Texas Constitution, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

THIS SERVICES AND PURCHASE CONTRACT (hereinafter "Contract") is made and entered into by and between **Williamson County, Texas** ("County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Data Projections, Inc.** (hereinafter "Service Provider"), both of which are referred to herein as the parties. The County agrees to engage Service Provider as an independent contractor, to provide certain services and purchase goods described herein pursuant to the following terms, conditions, and restrictions:

I.

Services: Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he, she, or it is not an employee of the County. The services include but are not limited to the services and work described in the attached Quote(s)/Proposal(s) being marked as **Exhibit "A,"** which is incorporated herein to the extent the Quote(s)/Proposal(s) meets or exceeds the requirements of County's solicitation, if applicable.

Should the County choose to add services in addition to those described in **Exhibit "A"**, such additional services shall be described in a separate written amendment to this Contract wherein the additional services shall be described, and the parties shall set forth the amount of compensation to be paid by the County for the additional services. Service Provider shall not begin any additional services and the County shall not be obligated to pay for any additional services unless a written amendment to this Contract has been signed by both parties.

Service Provider represents that Service Provider (including Service Provider's agents, employees, volunteers, and subcontractors, as applicable) possess all certifications, licenses, inspections, and permits required by law to carry out the services and work described in **Exhibit "A."** The Service Provider shall, upon written (including electronic) request, provide proof of valid licensure.

II.

Goods: Service Provider shall provide County the goods described in the attached

Quote(s)/Proposal(s) being marked as **Exhibit "A,"** which is incorporated herein to the extent it meets or exceeds the County's solicitation, if applicable.

Should the County choose to purchase goods in addition to those described in Exhibit "A", such additional goods shall be described in a separate written amendment to this Contract wherein the additional goods shall be described, and the parties shall set forth the amount of compensation to be paid by the County for the additional goods. Service Provider shall not provide any additional goods and the County shall not be obligated to pay for any additional goods unless a written amendment to this Contract has been signed by both parties.

III.

Delivery of Goods: The title and risk of loss of the goods shall not pass to County until County receives and takes possession of the goods at the point or points of delivery. The place of delivery shall be that set forth on the purchase order. County shall have the right to inspect the goods at delivery before accepting them.

IV.

Warranty Products: Service Provider shall not limit or exclude any implied warranties and any attempt to do so shall render this Contract voidable at the option of County. Service Provider warrants that the goods furnished will conform to the specifications, drawings and descriptions provided in Exhibit "A" and County's solicitation, if applicable. Additionally, Service Provider warrants that all goods are free from defects in material and workmanship.

V.

Effective Date and Term: This Contract shall be in full force and effect as of the date of the last party's execution below and shall continue for one (1) year, or when terminated pursuant to this Contract, whichever event occurs first.

VI.

Consideration and Compensation: Service Provider will be compensated based on a fixed sum for the specific project herein as set out in **Exhibit "A"**. The not-to-exceed amount under this Contract is Forty-Eight Thousand Six Hundred Dollars ($48,600.00). Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date the County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by the County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of the County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

The County is a political subdivision under the laws of the State of Texas and claims exemption from sales and use taxes under Tex. Tax Code Ann. §151.309, as amended. The County agrees to provide exemption certificates to Service Provider upon request. Likewise, the County is neither liable for any taxes, charges, or fees assessed against Service Provider for the supplies or products provided or any Services rendered.

VII.

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

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

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

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

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

COVERAGE	PER PERSON	PER OCCURRENCE
Bodily injury (including death)	$1,000,000	$1,000,000
Property damage	$1,000,000	$1,000,000
Aggregate policy limits		No aggregate limit

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

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

VIII.

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

IX.

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

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

FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

X.

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

XI.

Compliance With All Laws: Service Provider agrees and will comply with all local, state or federal requirements with respect to the services rendered. Any alterations, additions, or deletions to the terms of the Contract that are required by changes in federal, state or local law or regulations are automatically incorporated into the Contract without written amendment hereto and shall become effective on the date designed by such law or by regulation.

XII.

Termination: This Contract may be terminated at any time at the option of either party, without future or prospective liability for performance, upon giving thirty (30) days written notice thereof.

XIII.

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

XIV.

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

XV.

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

XVI.

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

XVII.

No Assignment: Service Provider may not assign this Contract.

XVIII.

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

XIX.

Foreign Terrorist Organizations: Service Provider represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

XX.

Public Information: Service Provider understands that County will comply with the Texas Public information Act as interpreted by judicial ruling and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with this Purchase Order or any resulting contract may be subject to public disclosure pursuant to the Texas Public Information Act.

XXI.

Damage to County Property: Service Provider shall be liable for all damage to county-owned, leased, or occupied property and equipment caused by Service Provider and its employees, agents, subcontractors, and suppliers, including any delivery or transporting company, in connection with any performance pursuant to this Contract. Service Provider shall notify County in writing of any such damage within one (1) calendar day.

XXII.

Media Releases: Service Provider shall not use County's name, logo, or other likeness in any press release, marketing materials, or other announcement without the County's prior written approval.

XXIII.

Authorized Expenses: In the event County authorizes, in advance and in writing, reimbursement of non-labor expenses related to the services subject of this Contract, County will pay such actual non-labor expenses in strict accordance with the Williamson County Vendor Reimbursement Policy (as amended), which is incorporated into and made a part of this Contract by reference. The Williamson County Vendor Reimbursement Policy can be found at: Williamson County Vendor Reimbursement Policy.pdf (wilco.org). Invoices requesting reimbursement for authorized non-labor expenses must be accompanied by copies of the provider's invoice and clearly set forth the actual cost of the expenses, without markup.

XXIV.

Entire Contract & Incorporated Documents; Conflicting Terms: This Contract constitutes the entire Contract between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated into this Contract include the following:

A. As described in the attached Quote(s)/Proposal(s), and being marked **Exhibit "A,"** which is incorporated to the extent the Quote(s)/Proposal(s) meets or exceeds the requirements of County's solicitation, if applicable;
B. The cooperative purchasing contract or agreement applicable to this Contract, if any, set out on the signature page hereinbelow; and
C. Insurance certificates evidencing coverages required herein above.

The County reserves the right and sole discretion to determine the controlling provisions where there is any conflict between the terms of this Contract and the terms of any other purchase order(s), contract(s) or any document attached hereto as exhibits relating to the services and goods subject of this Contract.

XXV.

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

[SIGNATURES TO FOLLOW]

WITNESS that this Contract shall be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY:

_____
Authorized Signature

Judge Bill Gravell, Jr.,
County Judge

Date: _____ ____, 20____

SERVICE PROVIDER:

Data Projections, Inc.
Name of Service Provider

Mark D. Mazac
Authorized Signature

Mark D. Mazac
Printed Name

Date: April 18th, 2023

Cooperative Purchasing Contract or Agreement (if applicable): TIPS Co-Op Contract # 210101

EXHIBIT A

EXHIBIT A

DATA PROJECTIONS

WILCO - DPI Custom Gold Maintenance for All Courtrooms - TIPS 210101

Quote Number: [redacted]
Contract Number: TIPS210101
Date: 03/31/2023
Expiry Date: 05/12/2023

Prepared for:

Williamson County
Don Heflin
Don.Heflin@Wilco.Org

[redacted]

DATA PROJECTIONS

Data Projections, Inc
3700 W. Sam Houston Pkwy S.
Ste 525
Houston, TX 77042
Tel: 866.CALL.DPI (225.5374)
www.dataprojections.com

Thank you for allowing Data Projections the opportunity to present this solution.

As a leading audiovisual communications design/build firm, Data Projections is uniquely qualified for a project of this scope. Our experience includes solutions for:

- Multipurpose rooms and auditoriums equipped with large-venue audiovisual technology solutions
- Videoconferencing systems incorporating control and complete room collaboration, allowing for on-demand decision making and communication among remote locations
- The conference, board rooms, and training rooms of all shapes and sizes
- Digital signage implementations across the enterprise, university, and district campuses for immediate message distribution
- Operation Center's (NOC's, EOC's, SOC's) audiovisual command and control systems
- College and university classrooms, lecture halls, and labs
- Individual school classrooms to entire districts
- And many more unique applications

Because we partner with the best technology companies in the industry, we're able to provide a wide range of comprehensive solutions built around the specific needs of our customers, while taking into account the technical, capital, and logistical factors involved in each project and solution.

Rapid and effective communication is key to staying ahead of the competition. Better communication leads to better decisions - and better results. How do you maintain consistent communication across your organization as well as external audiences? Data Projections' team of professionals will keep you simply connected.

Kind regards,

Data Projections, Inc.

Data Projections, Inc
3700 W. Sam Houston Pkwy S.
Ste 525
Houston, TX 77042
Tel: 866.CALL.DPI (225.5374)
www.dataprojections.com

Project Location:

Williamson County Courts/Facilities

*All Court Rooms and Grand Jury Room at Tele-justice Center

*All JPC Courts, GT Annex and Juvenile Courtroom in County

405 Martin Luther King

Georgetown, TX 78626

Project Onsite Point of Contact:

Don Heflin

Williamson County -

IT Phone: 512-943-1490

Don.heflin@wilco.org

System Description

- Data Projections will provide a One Year Custom Gold Service Agreement to Williamson County for all locations, room and equipment listed below.
- The agreement will span from 12/1/2022 expiring 11/30/2023.
- Data Projections will provide (1) Preventative / Audio Visual Health Check per room annually.
- The agreement also provides unlimited remote onsite support and next-business-day onsite, if needed.
- All Manufacturers warranties are conveyed to WILCO - Data Projections will process any RMAs if applicable.
- Data Projections will provide unlimited toll-free technical assistance by phone (1.866.225.5374) or email DPIServiceTeam@dataprojections.comMonday through Friday 8:00 AM-5:00 PM. Messages left after hours will be returned by 10:00 am on the following business day.

Tele-Justice Center

- County Court at Law 1
- County Court at Law 2
- County Court at Law 3
- County Court at Law 4
- 25th District Court
- 368th District Court
- 395th District Court
- 425th District Court
    - The above have the following:
        - TSW-1060

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www.dataprojections.com

- TST-902
- DMPS-4K-350
- MXW Mics
- Wired Mics
- MXA-910s x 4 (Voir Dire Mics Only)
- MXA-310 (side bar mic)
- Biamp Server I/O
- Sound Masking
- Project and Screen
- Side Displays x 3
- Cisco Codec Pro (with 2 Cisco P60 cameras)
- OFE PC (for soft codec uses, Vaddio AVB)
- Overflow display
- Flex system in Jury rooms.
- VoIP

- 277th District Court o The above have the following:
  - TSW-1060
  - TST-902
  - DMPS-4K-350
  - MXW Mics
  - Wired Mics
  - MXA-910s x 6 (Voir Dire Mics Only)
  - MXA-310 (side bar mic)
  - Biamp Server I/O
  - Sound Masking
  - Project and Screen
  - Side Displays x 5
  - Cisco Codec Pro (with 2 Cisco P60 cameras)
  - OFE PC (for soft codec uses, Vaddio AVB)
  - Overflow display
  - Flex system in Jury rooms.
  - VoIP
- Grand Jury Room o The above have the following:
  - TST-902
  - DMPS-4K-350
  - Project and Screen
  - Clever Touch (on mobile cart)
- JP Courts
  - JP1 (Round Rock)
    - TSW-1060
    - CP3N
    - NVX System (17 endpoints)
    - MXW Mics
    - Biamp Forte DAN VT
    - Sound Masking o Side Displays x 3
    - Cisco Codec Pro (with 2 Cisco P60 cameras)

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    - OFE PC (for soft codec uses, Vaddio AVB)
    - Overflow display
- JP2 (Cedar Park)
    - TSW-1060
    - CP3N
    - NVX System (13 endpoints)
    - MXW Mics o Wired Mics
    - Biamp Forte DAN VT
    - Sound Masking
    - Side Displays x 3
    - Cisco Codec Pro (with 2 Cisco P60 cameras)
    - OFE PC (for soft codec uses, Vaddio AVB)
    - Overflow display
- JP3 (Georgetown)
    - Extron Crosspoint 84
    - Extron TLP Pro 1220TG
    - Wired Mics
    - Biamp Forte
    - Side Displays x 3
    - Overflow display
    - Cisco Codec Pro (with 2 Cisco P60 cameras)
    - OFE PC (for soft codec uses, Vaddio AVB)
- Juvenile Court
    - TSW-1060
    - CP3N
    - NVX System (23 endpoints)
    - MXW Mics
    - MXA-310 (bench mics)
    - Wired Mics
    - Biamp Forte DAN VT
    - Sound Masking
    - Side Displays x 3
    - Cisco Codec Pro (with 2 Cisco P60 cameras)
    - OFE PC (for soft codec uses, Vaddio AVB)
    - Overflow displays x 2

DATA PROJECTIONS

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www.dataprojections.com

HARDWARE

PART NUMBER	MANUFACTURER	DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
				HARDWARE SUBTOTAL:	$0.00

SERVICES

Installation Services Details	TOTAL PRICE
	SERVICES SUBTOTAL: $0.00

SERVICE AGREEMENT & MAINTENANCE

Service Agreement Details	TOTAL PRICE
DPI CUSTOM GOLD MAINTENANCE AGREEMENT 1 YR	$48,600.00
SERVICE AGREEMENT & MAINTENANCE SUBTOTAL:	$48,600.00

Data Projections, Inc
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Ste 525
Houston, TX 77042
Tel: 866.CALL.DPI (225.5374)
www.dataprojections.com

WILCO - DPI Custom Gold Maintenance for All Courtrooms - TIPS 210101

Prepared by:

Data Projections, Inc.
Branch: Austin, TX

Mark Mazac
(512) 271 6538
mmazac@dataprojections.com

Job Location:

Williamson County
3101 Se Inner Loop
Ste 105
Round Rock, TX 78664
Don Heflin
(512)943-1490
Don.Heflin@Wilco.Org

Quote Information:

Quote Number: [redacted]
Date: 03/31/2023
Expiry Date: 05/12/2023
P.O. No:
Contract No: TIPS210101

Quote Summary

DESCRIPTION	AMOUNT
HARDWARE	$0.00
SERVICE AGREEMENT & MAINTENANCE	$48,600.00
Subtotal:	$48,600.00
Shipping:	$0.00
Estimated Tax:	$0.00
Total:	$48,600.00

Interested in our AVaaS offering or other service options? Contact your sales representative.

By signing this agreement, you are accepting our Terms and Conditions. This does not negate the need for a purchase order or any other purchasing requirement which your company necessitates. Data Projections reserves the right to require a customer down payment/deposit contingent on the creditworthiness of the customer.

Data Projections, Inc.

SIGNATURE: Mark D. Mazac
NAME: Mark Mazac
TITLE: Account Executive
DATE: 04/13/2023

Williamson County

SIGNATURE:
NAME:
TITLE:
DATE:

DATA PROJECTIONS

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www.dataprojections.com

GENERAL TERMS AND CONDITIONS

Exclusions

The following work is **not included** in our Scope of Work:

- All conduit, high voltage, wiring panels, breakers, relays, boxes, receptacles, etc.
- Concrete saw cutting and/or core drilling.
- Firewall, ceiling, roof, and floor penetration.
- Necessary gypsum board replacement and/or repair.
- Necessary ceiling tile or T-bar modifications, replacements, and/or repairs.
- All millwork (moldings, trim, cut-outs, etc.).
- Patching and Painting.
- Permits (unless specifically provided for and identified within the contract).

This Scope of Work is delivered based on the following Assumptions:

- Site preparation by the Customer includes electrical, wall reinforcement, telephone, and data network infrastructure placement per Data Projections specification.
- All work areas should be clean and dust-free before the beginning of on-site integration of electronic equipment.
- Customer communication of readiness will be considered accurate and executable by the Data Projections project manager.
- In-Room(s) where installation is to be completed is to be made available for Data Projections exclusive use on the days of the scheduled installation. Unless specifically arranged in advance, rooms will be available during normal business hours, defined as Monday through Friday, 8:00 AM to 5:00 PM excluding holidays. All required spaces (rooms, access points, etc.) must be available at the start of the installation and remain available for the duration of the Project. Any required space that is unavailable during the scheduled installation timeframe may result in delayed delivery of the Project and/or additional charges. Additional rates will only be applied after execution of Data Projections generated Project Change Request according to the Change Management Procedure section following and signed approval by Owner or Owner's representative.
- The project schedule must allow for sufficient time for completion of all installation and final testing of systems before occupancy of the site. If sufficient time is not allowed, Data Projections will be held harmless for systems that do not meet requirements. In this case, all costs associated with the completion of work, including overtime labor rates, will be considered outside the scope of this offering and billable to the Client. Unless otherwise stated, the installation shall be scheduled contiguously from start to finish. Projects requiring multiple site visits and/or intervals of inactivity between events must be noted as such before acceptance of this SOW. If notification is made after initial acceptance of this SOW, the Change Management Procedure section following shall be implemented and additional charges may apply. Data Projections reserves the right to revise the proposal/scope of work based upon information obtained from subsequent site surveys and other sources not available at the time that the original proposal was issued.
- Data Projections reserves the right to substitute equipment of similar specifications should any of the specified equipment be unavailable at the time of order from the manufacturer. This will be done in an effort to maintain the completeness of the proposed audiovisual system and meet the anticipated installation schedule. Data Projections will notify the client in the event there is a need for any equipment substitutions.
- Client is to provide secure storage for equipment during a multiple-day integration. If secure storage is not available for the duration of the multiple-day integration period, Data Projections reserves the right to; delay the installation until secure storage is available which could result in project completion delays and additional storage and delay fees; payment in full for the materials and equipment that cannot be secured thus constituting transfer of ownership and relieving Data Projections of its responsibility and liability for security and protection of said materials and equipment against damage and theft.
- If Customer furnished equipment and existing cabling are to be used, Data Projections assumes that these items are in good working condition and will integrate into the designed solution. Any troubleshooting, repair, replacement, and/or configuration of these items that may be necessary will be made at an additional cost.
- All Network configurations including IP addresses are to be provided, operational, and functional before Data Projections' integration begins. Data Projections will not be responsible for testing the LAN connections.

Data Projections, Inc
3700 W. Sam Houston Pkwy S.
Ste 525
Houston, TX 77042
Tel: 866.CALL.DPI (225.5374)
www.dataprojections.com

- Cable or Satellite drops must be in place with converter boxes operational before the completion of integration. Any delay resulting in extra work caused by the late arrival of these items will result in a change order for time and materials.
- Document review/feedback on touch panel layout/correspondence will be completed by the Customer within two business days

Integration Project Management Processes

Data Projections will follow a foundational project management process which may include the following actions/deliverables (based on the size/complexity/duration of the integration project):

- Needs Analysis – performed before Scope of Work
- Project Welcome Notice – emailed upon receipt of Purchase Order/Notice to proceed
- Project Kick-Off meeting with Customer Representative(s) – either by phone or in-person
- Project Status updates – informal or formal – either by phone, email, or in-person (based on the size/complexity/duration of the project)
- Project Change Control – comprised of Field Directed Change Order and/or Contract Change Order submittals
- Substantial Completion– Client walk-through and user acceptance training before project is transitioned to Service department

User Acceptance Training

This is geared specifically towards the end-user/operator. The purpose of this training is to provide operators with the necessary knowledge to confidently and comfortably operate all aspects of the integrated system. Areas of training include the following:

- Equipment and system overview
- Equipment operation and function
- Equipment start-up, stop, and shut Down
- Equipment automatic and manual operation
- Discussion and documentation relating to control system operation
- Discussion and documentation relating to system processor and its control applications
- Powering up, powering down AV system via a control system
- Manual operation of display systems, audio systems, and all other related components
- Use/operation of patch panels, when and where to be used
- Who to contact if help is required.

Change Management Procedure

Any changes to the scope of the project that effect the contractual value of the project must be in writing signed by the Client and an authorized representative of Data Projections, Inc. Oral changes to the project scope, equipment, or materials shall not be binding upon the parties. Changes may impact the ability of Data Projections, Inc. to deliver the desired solution per the original terms of the Contract. After acceptance of this Scope of Work, such signed and approved change orders will be incorporated by reference into and become part of this Contract.

Proprietary Notice

This proposal contains confidential information and intellectual property of Data Projections and may be legally privileged. The recipient agrees not to reproduce or make this information available in any manner to persons outside the group directly responsible for the evaluation of its contents.

Returns

The approval of product returns is at the discretion of Data Projections and the specified manufacturer and requires a return authorization number if the request is approved. Products that are defective will be repaired, replaced, or credited in accordance with the manufacturer's warranty. Goods returned for reasons other than warranty or defect must be requested in a timely manner and must be in their original, undamaged, and untarnished condition and must include all original packaging, documentation, and accessories. Restocking fees may apply

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to the items being returned. Any custom-ordered products are not eligible to be returned. Please consult Data Projections for additional details.

Warranty

All new equipment provided by Data Projections includes each manufacturer's full warranty from the date of invoice. Data Projections will honor all manufacturer warranty requirements as depot service. Data Projections supplies a 90-day workmanship warranty from the date of completion of the said system unless superseded by an extended warranty, or Data Projections service agreement. Data Projections warrants the system to be free of defects in materials and workmanship and fit for the intended purpose. This warranty does not cover equipment or system abuse, misuse including, but not limited to, operating outside of environmental, electrical, temperature, or humidity specifications, system alterations neither approved nor performed by Data Projections; or repair by a service facility other than those authorized by the manufacturer.

Indemnification

Data Projections agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, director, and employees (Collectively, Client) against all damages, liabilities, or costs, including reasonable attorney's fees and defense costs, to the extent caused by the Data Projections' negligent performance of professional services under this Agreement and that of its subcontractors or anyone for whom Data Projections is legally liable. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Data Projections, its officers, directors, employees, and subcontractors (collectively, Data Projections) against all damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Client's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable. Neither the Client nor Data Projections shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

No Hire Policy

During the term of the Contract, and for a period of one (1) year after the termination of the Contract, or the completion of the project, whichever is later, the Client agrees that it will not directly solicit the employment of any individual that was employed by Data Projections during the term of the Contract. In the event Client breaches this provision, the parties agree that it would be difficult to establish the precise amount of damages incurred by Data Projections as a result of such conduct, and therefore the parties agree that immediately upon hiring said individual, Client shall pay to Data Projections an amount equal to 50% of the gross annual salary or wages paid to the individual in question during the twelve months before the termination of that individual's employment with Data Projections. This fee shall not apply if the individual responds to a general employment advertisement through newspapers, online job boards or postings, agencies, open houses, or job fairs.

Payment Terms

The total for this proposal/project is presented as a "not to exceed" unless Data Projections and the Client agree to add hardware, software, or functionality not specifically addressed in this Statement of Work/Executive Summary. If the project is delayed due to the client or client's facility not being ready within the agreed upon timeframes, or as a result of backorder delays outside of Data Projection's control, the Client may be requested to issue payment for the hardware as it is physically received.

The payment schedule is contingent on the established line of credit approved by the company. If credit terms are extended, the standard terms are NET 30 days. If credit terms are not requested or extended, payment will be required in full before hardware is ordered or installation dates are scheduled. Data Projections will assess a surcharge of 2.29% on all credit card transactions to cover our processing costs. The surcharge imposed will not be greater than the direct cost incurred from the processing of credit card payments. Data Projections does not surcharge debit card transactions.

***Due to component shortages and backorder delays, Data Projections reserves the right to progress bill for all projects impacted by delays outside of Data Projection's control. Progress billing may include hardware received and stored by Data Projections or the client, and for services rendered at the time of billing.**

Commissioners Court - Regular Session **23.**

Meeting Date: 05/02/2023

Approval of Purchase of Equipment Relocation Services from Motorola Solutions for Emergency Services Operations Center

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the Services and Materials Quotation #2023194 between Williamson County and Motorola Solutions for the amount of $43,050.00 and exempting from the competitive bidding process requirements pursuant to the discretionary exemption as set forth under Texas Local Government Code 262.024(7)(D) [captive replacement parts or components for equipment].

Background

The approval of this purchase will benefit the Emergency Services Operation Center with the moving and reinstallation of communications equipment from one room to another and then back again due to the console replacement project. All equipment is part of the Motorola radio system and is fully maintained under contract by Motorola. Legal, Contract Audit, Budget and IT have reviewed this quote. The Funding Source is 01.0100.0523.004100 as per FY23 budget. The point of contact is Richard Semple.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Redacted Motorola Quote

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	04/26/2023 07:47 PM
County Judge Exec Asst.	Becky Pruitt	04/27/2023 09:25 AM
Form Started By: Mary Watson		Started On: 04/24/2023 01:57 PM
Final Approval Date: 04/27/2023		

MOTOROLA SOLUTIONS

SERVICE & MATERIALS QUOTATION

Motorola Solutions, Inc.
Field Service Organization
3332 E Broadway Rd
Phoenix AZ 85040
602-339-0378

Quotation # :	[redacted]
Quote Validity	5/31/2023
Required P.O.:	YES
Customer and Tag # :	
Prepared by:	Bob Nassan
Date:	12/14/2022
Payment Cycle:	Net 30

Customer Name: Williamson County
Attn:
Billing Address:
City, State, Zip:
Email:
End Customer:

Qty	Task	Description	Price Each	Price Total
9	*Decomish Ops*	*Decomish 9 Ops for customer storage (2 Hr's each)*	$450.00	$4,050.00
9	*Comishion Ops*	*Comishion 9 Ops for 75E (6 Hr's each)*	$1,350.00	$12,150.00
12	*Decomish Ops*	*Decomish 12 Ops for customer storage (2 Hr's each)*	$450.00	$5,400.00
12	*Comishion Ops*	*Comishion 12 Ops for 75E (6 Hr's each)*	$1,350.00	$16,200.00
21	*Extension cables*	*Cables to extend Ops in new furniture*	$250.00	$5,250.00
		**Assumption to reuse data cable to new furniture*		$0.00
		**All work done Mon-Fri 8am-5pm*		$0.00
		**Storage of equipment at/by customer.*		$0.00

SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS

MATERIALS SUB TOTAL		$5,250.00
SALES TAX		$0.00
LABOR SUB TOTAL		$37,800.00
GRAND TOTAL	[redacted]	**$43,050.00**

FOR INSTALLATION WORK ORDERS, PLEASE EMAIL PURCHASE ORDERS TO:Bob.Nassan@motorolasolutions.com.

THIS SERVICE AMOUNT IS SUBJECT TO STATE & LOCAL TAXING JURISDICTIONS, TO BE VERIFIED BY MOTOROLA.

All services provided are subject to Motorola Standard Service Terms and Conditions.

Commissioners Court - Regular Session **24.**

Meeting Date: 05/02/2023

Approval of Services Contract for Fire Alarm Monitoring Services with Johnson Controls Fire Protection LP for Facilities Management

Submitted For: Joy Simonton **Submitted By:** Kim Chappius, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the Services Contract #2023151 for Fire Alarm Monitoring with Johnson Controls Fire Protection LP for Facilities Management in the not-to-exceed amount of $25,000.00, as per Sourcewell Contract #030421-JHN, and authorizing the execution of the agreement.

Background

Williamson County Facilities Management Department is requesting to enter into an agreement for Fire Alarm Monitoring with Johnson Controls Protection LP with the initial term beginning from the date of award by the Commissioners Court until April 22, 2025. Total cost for two (2) years is approximately $24,476.00 however, the not to-exceed amount (NTE) of $25,000.00 will allow for any additional unexpected expenses. Funding source 01.0100.0509.004500. Department point of contacts are Christi Stromberg or Shantil Moore.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	04/26/2023 11:39 AM
County Judge Exec Asst.	Becky Pruitt	04/26/2023 04:10 PM
Form Started By: Kim Chappius		Started On: 04/17/2023 03:08 PM
Final Approval Date: 04/26/2023		

WILLIAMSON COUNTY
SERVICES CONTRACT
FOR FIRE ALARM MONITORING FOR FACILITIES

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasicontractual terms are subject to the extent authorized by Texas law, including but not limited to the Texas Constitution, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

THIS SERVICES CONTRACT (hereinafter "Contract") is made and entered into by and between **Williamson County, Texas** ("County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Johnson Controls Fire Protection LP,** (hereinafter "Service Provider") with mailing address at 600 Congress Ave., Boca Raton, Florida 33487-1213, both of which are referred to herein as the parties. The County agrees to engage Service Provider as an independent contractor, to provide certain services pursuant to the following terms, conditions, and restrictions:

I.

Services: Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he, she or it is not an employee of the County. The services include, but are not limited to, the services and work described in the attached Quote(s)/Proposal(s) being marked as **Exhibit "A,"** which is incorporated herein to the extent the Quote(s)/Proposal(s) meets or exceeds the requirements of County's solicitation, if applicable.

Should the County choose to add services in addition to those described in **Exhibit "A"**, such additional services shall be described in a separate written amendment to this Contract wherein the additional services shall be described and the parties shall set forth the amount of compensation to be paid by the County for the additional services. Service Provider shall not begin any additional services and the County shall not be obligated to pay for any additional services unless a written amendment to this Contract has been signed by both parties.

Service Provider represents that Service Provider (including Service Provider's agents, employees, volunteers, and subcontractors, as applicable) possess all certifications, licenses, inspections, and permits required by law to carry out the services and work described in **Exhibit "A."** The Service Provider shall, upon written (including electronic) request, provide proof of valid licensure.

II.

Effective Date and Term: This Contract shall be in full force and effect as of the date of the last party's execution below and shall continue until April 22, 2025 or when terminated

pursuant to this Contract, whichever event occurs first.

III.

Consideration and Compensation: Service Provider will be compensated based on the amount set out in **Exhibit "A"** upon final completion of the services as determined by County. The not-to-exceed amount under this Contract is Twenty-Five Thousand Dollars ($25,000) unless amended by a change order and approved by the Williamson County Commissioners Court. Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date the County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by the County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of the County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

IV.

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

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

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

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

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

COVERAGE	PER PERSON	PER OCCURRENCE
Bodily injury (including death)	$1,000,000	$1,000,000
Property damage	$1,000,000	$1,000,000
Aggregate policy limits		No aggregate limit

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

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

V.

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

VI.

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

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

VII.

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

VIII.

Compliance With All Laws: Service Provider agrees and will comply with any and all local, state or federal requirements with respect to the services rendered. Any alterations, additions, or deletions to the terms of the Contract that are required by changes in federal, state or local law or regulations are automatically incorporated into the Contract without written amendment hereto, and shall become effective on the date designed by such law or by regulation.

IX.

Termination: This Contract may be terminated at any time at the option of either party, without future or prospective liability for performance, upon giving thirty (30) days written notice thereof.

X.

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

XI.

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

XII.

Right to Audit: Service Provider agrees that the County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and

records of Service Provider which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Service Provider agrees that the County shall have access during normal working hours to all necessary Service Provider facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. The County shall give Service Provider reasonable advance notice of intended audits.

XIII.

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

XIV.

No Assignment: Service Provider may not assign this Contract.

XV.

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

XVI.

Foreign Terrorist Organizations: Service Provider represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

XVII.

Public Information: Service Provider understands that County will comply with the Texas Public information Act as interpreted by judicial ruling and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with this Purchase Order or any resulting contract may be subject to public disclosure pursuant to the Texas Public Information Act.

XVIII.

Damage to County Property: Service Provider shall be liable for all damage to county-owned, leased, or occupied property and equipment caused by Service Provider and its employees, agents, subcontractors, and suppliers, including any delivery or transporting company, in connection with any performance pursuant to this Contract. Service Provider shall notify County in writing of any such damage within one (1) calendar day.

XIX.

Media Releases: Service Provider shall not use County's name, logo, or other likeness in any press release, marketing materials, or other announcement without the County's prior written approval.

XX.

Entire Contract & Incorporated Documents; Conflicting Terms: This Contract constitutes the entire Contract between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated into this Contract include the following:

A. As described in the attached Quote(s)/Proposal(s), and being marked **Exhibit "A,"** which is incorporated to the extent the Quote(s)/Proposal(s) meets or exceeds the requirements of County's solicitation, if applicable;
B. The cooperative purchasing contract or agreement applicable to this Contract, if any, set out on the signature page hereinbelow; and
C. Insurance certificates evidencing coverages required herein above.

The County reserves the right and sole discretion to determine the controlling provisions where there is any conflict between the terms of this Contract and the terms of any other purchase order(s), contract(s) or any document attached hereto as exhibits relating to the services and goods subject of this Contract.

XXI.

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

WITNESS that this Contract shall be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY:

_____
Authorized Signature

_____
Printed Name

Date: _____ ____, 20____

SERVICE PROVIDER:

Johnson Controls
Name of Service Provider

Joe Hixon
Authorized Signature

Joe Hixon
Printed Name

Date: April 19, 2023

Cooperative Purchasing Contract or Agreement (if applicable): Sourewell Contract #030421-JHN

Sourcewell
Awarded Contract
Contract #030421-JHN

Date: 2/17/2023

#030421-JHN
Williamson County (#9076)

Contract #	ACE Customer #	Site Name	Address	City	State	Zip	Fire Alarm Monitoring $	Fire Alarm Mon Acct #	Annual Total of Monitoring $
NEW	570488	Williamson County Historical Courthouse 1000	710 S Main St	Georgetown	Texas	78626	$527.00	204-3958	$527.00
NEW	571238	Williamson County Justice Center 1009	405 Martin Luther King St	Georgetown	Texas	78626	$527.00	109-3234	$527.00
NEW	4385496	William S Lott Building 1011	107 HOLLY ST	Georgetown	Texas	78626	$688.00	203-6195	$688.00
NEW	1088514	WilliamsonCountyCentralMaintenanceFacilityCMF1026	3151 Se Inner Loop	Georgetown	Texas	78626	$527.00	H023265710	$527.00
NEW	571235	Williamson County Cedar Park Annex 1032	350 Discovery Blvd	Cedar Park	Texas	78613	$527.00	205-2551	$527.00
NEW	1798201	Williamson County Taylor Annex 1033	412 Vance St	Taylor	Texas	76574	$527.00	H023265271	$527.00
NEW	1088516	Williamson County Inner Loop Annex 1043	301 Se Innerloop	Georgetown	Texas	78626	$527.00	119-1497	$527.00
NEW	705131	Williamson County Juvenile Justice Center 1045	200 Wilco Way	Georgetown	Texas	78626	$527.00	202-2400	$527.00
NEW	4385501	Williamson County Expo Center 1047	5350 BILL PICKETT TRL	Taylor	Texas	76574	$527.00	212-5146	$527.00
NEW	4298679	Williamson County Expo Pavilion 1047	5352 BILL PICKETT TRL	Taylor	Texas	76574	$688.00	U687038149	$688.00
NEW	2190169	Williamson County Jester Annex 1066	1801 E Old Settlers Rd	Round Rock	Texas	78664	$527.00	209-6306	$527.00
NEW	1963272	Williamson County Public Safety Building 1082	1781 E Old Settlers Blvd	Round Rock	Texas	78664	$527.00	209-6313	$527.00
NEW	2191890	WilliamsonCountyEmergencySrvOpsCenter(ESOC)1071	911 Tracy Chambers Ln	Georgetown	Texas	78626	$527.00	106-7841	$527.00
NEW	2462489	Williamson County Animal Shelter WCRAS	1855 Se Inner Loop	Georgetown	Texas	78626	$527.00	H023266268	$527.00
NEW	2584686	Williamson County SOTC 1075	8160 Chandler Rd	Hutto	Texas	78634	$527.00	H023264714	$527.00
NEW	2580272	Williamson County Health District (Texas Ave) 1073	355 Texas Ave	Round Rock	Texas	78664	$527.00	215-1471	$527.00
NEW	2604630	Williamson County Wireless Communications 1077	3171 Se Inner Loop	Georgetown	Texas	78626	$527.00	215-1943	$527.00
NEW	2604632	Williamson County EMS Training Center 1078	3189 Se Inner Loop	Georgetown	Texas	78626	$527.00	215-1945	$527.00
NEW	2604631	Williamson County Impound & Inspections 1079	3181 Se Inner Loop	Georgetown	Texas	78626	$527.00	215-1944	$527.00
NEW	2655353	Williamson County Georgetown Annex 1080	100 Wilco Way Pct 3 Annex	Georgetown	Texas	78626	$527.00	H023265376	$527.00
NEW	4384599	Williamson County Children's Advocacy Center 1064	1811 SE Inner Loop	Georgetown	Texas	78626	$688.00	W391038014	$688.00
80943732	1088512	Williamson County CTTC 1042	601 N Alligator St	Granger	Texas	76530	$688.00	W392030292	$688.00

Overall Total: **$12,238.00**

Commissioners Court - Regular Session **25.**

Meeting Date: 05/02/2023

Approval of Addendum to Service Agreement for HVAC Preventive Maintenance Services with Carrier Corporation for Facilities Management Department

Submitted For: Joy Simonton **Submitted By:** Kim Chappius, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the Addendum to Service Agreement proposal between Williamson County and Carrier Corporation for HVAC Annual Preventative Maintenance and Inspection Services in the not-to-exceed amount of $54,200.00 for the term of April 1, 2023 - September 30, 2024, utilizing Sourcewell contract #070121 and authorizing the execution of this agreement.

Background

Attached quote would provide Williamson County the opportunity to utilize Carrier Corporation to conduct quarterly inspections and annual preventative maintenance to the specified twelve (12) Air Cooled Chillers/HVAC units at the following Williamson County buildings: Cedar Park Annex, Justice Center, Sheriff Office and Jail and Emergency Services Operations Center through fiscal year 24. Funding Sources: 01.0100.0509.004500. Department point of contact is Christi Stromberg or Shantil Moore.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement and Quote

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	04/26/2023 08:23 PM
County Judge Exec Asst.	Becky Pruitt	04/27/2023 09:28 AM
Form Started By: Kim Chappius		Started On: 04/25/2023 11:19 AM
Final Approval Date: 04/27/2023		

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

ADDENDUM TO CARRIER CORPORATION'S SERVICE AGREEMENT

THIS ADDENDUM ("Addendum") is entered into by and between Williamson County, ("County"), a body corporate and politic under the laws of the State of Texas, and Carrier Corporation ("Carrier"), a company authorized to conduct business in the State of Texas (hereinafter each referred to as a "party" or collectively as the "parties").

WHEREAS, subject to the changes herein, the parties have accepted Carrier Commercial Service HVAC Maintenance Plans (Quote Nos. 00737595, 00737611, 00737570, 00737631) (collectively the "Agreement"), attached hereto as Exhibit "A" and incorporated fully by reference, for the purchase of operational and annual inspection services (the "Services"); and

WHEREAS, County desires that Carrier provide Services as will be more specifically described in this Agreement; and

WHEREAS, the following changes are incorporated as if a part of the Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

AGREEMENT

1. **Term.** The term of the Agreement is effective as of April 1, 2023, and shall expire no later than September 30, 2024, unless terminated sooner pursuant to the Agreement. This Agreement shall not automatically renew but may be subsequently renewed in writing upon agreement of the parties.

2. **Scope of Services.** Subject to this Addendum, Carrier will render Services to County as in Exhibit A.

3. **Consideration; Compensation; Taxes**. The parties acknowledge and agree that Services were and will be supported by good and valuable consideration during the term of this Agreement, the sufficiency of which is acknowledged by the parties.

   Carrier will be compensated based on a fixed sum for the Services herein as set out in Exhibit B. Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date the County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or

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

The County is a political subdivision under the laws of the State of Texas and claims exemption for sales and use taxes. The County agrees to provide exemption certificates upon request.

4. **Limit of Appropriation**. Carrier clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of Fifty-Four Thousand Two Hundred and 00/100 dollars ($54,200.00), specifically allocated to fully discharge any and all liabilities County may incur. Carrier does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Carrier may become entitled to and the total maximum sum that County may become liable to pay to Carrier shall not under any conditions, circumstances, or interpretations thereof Fifty-Four Thousand Two Hundred and 00/100 dollars ($54,200.00). In no event will the amount paid by the County for all Services under this Agreement exceed this Limit of Appropriation without an amendment executed by the parties.

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

    a. Workers Compensation, as required by the laws of Texas.
    b. Employer's Liability:
        1. Bodily Injury by Accident - $500,000 Each Accident
        2. Bodily Injury by Disease - $500,000 Each Employee
        3. Bodily Injury by Disease - $500,000 Policy Limit
    c. Comprehensive General Liability, including completed operations and contractual liability insurance for bodily injury, death, or property damage in the following amounts:
        1. Comprehensive General Liability (including premises, completed operations and contractual)
            - $1,000,000 Per Person
            - $1,000,000 Per Occurrence
        2. Aggregate Policy Limit: $2,000,000
    d. Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):
        1. Bodily Injury (including death)
            - $1,000,000 Per Person
            - $1,000,000 Per Occurrence

2. Property Damage
    - $1,000,000 Per Person
    - $1,000,000 Per Occurrence
3. Aggregate Policy Limits: No aggregate limit

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

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

6. **Public Information Act**. Carrier expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. § 552.001 *et seq.,* as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by Carrier shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the Agreement are not proprietary or confidential information.

7. **Indemnity.** The parties agree that under the Constitution and laws of the State of Texas, County cannot enter into an agreement whereby County agrees to indemnify or hold harmless another party; therefore, all references of any kind to County defending, indemnifying, holding or saving harmless Carrier for any reason are hereby deleted. Carrier shall indemnify and defend County against all losses, liabilities, claims, causes of action, and other expenses, including reasonable attorney's fees, arising from activities of Carrier, its agents, servants or employees, performed under this agreement that result from the negligent act, error, or omission of Carrier or any of Carrier's agents, servants or employees.

8. **Applicable; Arbitration; Attorney Fees**. The laws of the State of Texas govern all disputes arising out of or relating to this Agreement, the parties hereto acknowledge that venue is proper in Williamson County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity. County does not agree to submit disputes arising out of the Agreement to binding arbitration. Therefore, any references to binding arbitration or the waiver of a right to litigate a dispute are hereby deleted. County does not agree to pay any and/or all attorney fees incurred by Carrier in any way associated with the Agreement.

9. **Foreign Terrorist Organizations**. Carrier represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

10. **Modifications and Waivers**. The parties may not amend or waive this Agreement, except by a written agreement executed by both parties. No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition. The rights and remedies of the parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute.

11. **Human Trafficking.** By acceptance of this Contract, Carrier acknowledges that Williamson County is opposed to human trafficking and that no County funds will be used in support of services or activities that violate human trafficking laws.

12. **Performance Warranty**. Carrier warrants to County that Carrier has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession practicing in the greater Austin metropolitan area and Carrier will apply that skill and knowledge with care and diligence to ensure that the Services provided hereunder will be performed and delivered in accordance with the highest professional standards.

    Carrier warrants to County that the Services will be free from material errors and will materially conform to all requirements and specifications contained in the attached Exhibit A.

13. **Conflict.** In the event there is a conflict between this Addendum and the Agreement, this Addendum controls to the extent of the conflict.

14. **Understanding, Fair Construction.** By execution of this Addendum, the parties acknowledge that they have read and understood each provision, term and obligation contained in this Addendum. This Addendum, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the non-drafting party.

15. **Captions**. The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.

16. **Electronic and Digital Signatures**. The parties to this Agreement agree that any electronic and/or digital signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as the use of manual signatures.

17. **Assignment and Delegation**.

    a. Neither party may assign any of its rights under this Agreement, except with the prior written consent of the other party. That party shall not unreasonably withhold its consent. All assignments of rights are prohibited under this subsection, whether they are voluntarily

or involuntarily, by merger, consolidation, dissolution, operation of law, or any other manner.

b. Neither party may delegate any performance under this Agreement.

c. Any purported assignment of rights or delegation of performance in violation of this Section is void.

d. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County.

11. **Successor and Assigns.** County and Carrier bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of the other party, in respect to all covenants of this Agreement.

18. **Compliance with Laws**. Carrier shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required by County, Carrier shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

19. **Confidential Information**.

a. Carrier acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to County. Any and all information of any form obtained by Carrier or its employees or agents from County in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Carrier shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by Carrier) publicly known or is contained in a publicly available document; (b) is rightfully in Carrier's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or (c) is independently developed by employees or agents of Carrier who can be shown to have had no access to the Confidential Information.

b. Carrier agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Carrier uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to County hereunder, and to advise each of its employees and

agents of their obligations to keep Confidential Information confidential. Carrier shall use its best efforts to assist County in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, Carrier shall advise County immediately in the event Carrier learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and Carrier will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Carrier against any such person. Carrier agrees that, except as directed by County, Carrier will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at County's request, Carrier will promptly turn over to County all documents, papers, and other matter in Fidlar's possession which embody Confidential Information.

20. **Termination**.

a. Termination for Convenience. County may terminate this Agreement at any time upon thirty (30) days written notice.

b. Termination for Default. County may terminate the whole or any part of this Agreement for cause in the following circumstances:

    1. If Carrier fails to timely perform Services pursuant to this Agreement or any extension thereof granted by the County in writing;

    2. If Carrier materially breaches any of the covenants or terms and conditions set forth in this Agreement or fails to perform any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in any of these circumstances does not cure such breach or failure to County's reasonable satisfaction within a period of ten (10) calendar days after receipt of notice from County specifying such breach or failure.

c. If, after termination, it is determined for any reason whatsoever that Carrier was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County in accordance with § 20(a) above.

d. Upon termination of this Agreement, County shall compensate Carrier in accordance with §3, above for those Services which were provided under this Agreement prior to its termination, and which have not been previously invoiced to County. Carrier's final invoice for said Services will be presented to and paid by County in the same manner set forth in §3 above.

e. If County terminates this Agreement as provided in this Section, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to Carrier.

f. If County terminates this Agreement prior to the termination date, County shall not be

subject to any early termination fee or other penalty.

g. Upon termination of this Agreement for any reason, if Carrier has any property in its possession belonging to County, Carrier will account for the same, and dispose of it in the manner the County directs.

21. **Independent Contractor**. In the performance of work or services hereunder, Carrier shall be deemed an independent contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of Carrier or, where permitted, of its subcontractors. Carrier and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.

22. **Severability**. If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

23. **Notices**.

a. Each party giving any notice or making any request, demand, or other communication (each, a "Notice") pursuant to this Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid).

b. Each party giving a Notice shall address the Notice to the receiving party at the address listed below or to another address designated by a party in a Notice pursuant to this Section:

County:	Williamson County Facilities Management Attn: Division Director 3101 SE Inner Loop Road Georgetown, Texas 78626
With a copy to:	Williamson County Attn: County Judge 710 S. Main Street, Suite 101 Georgetown, Texas 78626
Contractor:	_____ _____ _____ _____

c. A Notice is effective only if the party giving or making the Notice has complied with

subsections 23(a) and 23(b) and if the addressee has received the Notice. A Notice is deemed received as follows:

1. If the Notice is delivered in person, or sent by registered, or certified mail, or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.
2. If the addressee rejects, or otherwise refuses to accept the Notice, or is the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

24. **No Agency Relationship**. It is understood and agreed that Carrier shall not in any sense be considered a partner or joint venturer with the County, nor shall Carrier hold itself out as an agent or official representative of the County.
25. **Right to Audit**. Carrier agrees that the County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Carrier which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Carrier agrees that the County shall have access during normal working hours to all necessary Carrier facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. The County shall give Carrier reasonable advance notice of intended audits.
26. **Media Releases.** Carrier shall not use County's name, logo, or other likeness in any press release, marketing materials, or other announcement without the County's prior written approval.

WITNESS that this Contract shall be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY:

_____
Authorized Signature

Judge Bill Gravell, Jr.,
County Judge

Date:_____,2023

SERVICE PROVIDER:

Carrier Corporation
Name of Service Provider



Authorized Signature

Michele Brookshire
Printed Name

Date: April 25 ,2023

Exhibit A

BLUEDGE

Carrier® Commercial Service HVAC Maintenance Plan

Core



Prepared For:

Williamson County Facilities Management

For Service At:

Emergency Service Operations Center
911 Tracy Chambers Ln,
Georgetown, TX 78626-6386

SOURCEWELL contract 070121-CAR

March 21, 2023

Carrier

Over 100 years of innovation

carrier.com/service

Quote #00737595
Williamson County Facilities Mgmt



Carrier® Commercial Service

Proposed Maintenance Plan

Thank you for considering Carrier for your mechanical HVAC service. As a leading expert in the industry, we have carefully considered your unique needs in putting together this proposal. The specific details of this plan will be outlined in the following pages of this packet, but here is a summary for your convenience.

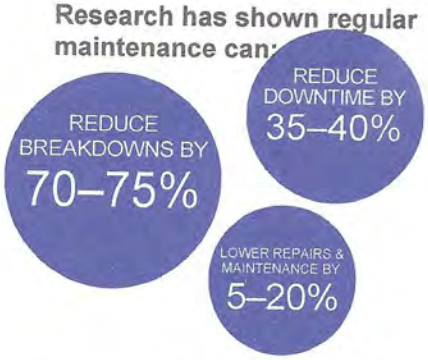
Service Plan Level:	Carrier Core
Agreement Term:	April 01,2023 through September 30, 2024
Location Address:	911 Tracy Chambers Ln, Georgetown, TX 78626-6386

Equipment Summary:

Type	Quantity
Air-Cooled Chiller	2

Impact

Research has shown regular maintenance can:



Source FEMP O&M Guide – July 2004

Benefits

Safeguarding your equipment by choosing Carrier brings the security of having forged a true partnership with the HVAC industry's foremost servicing and technology leader. We have access to the most advanced technical service tools and engineering resources. By partnering with us we are confident you can experience many benefits such as:

- *Prolonged equipment life*
- *Maximum energy savings*
- *Increased comfort*
- *Lower operating costs*

If you require any additional information about the scope of work and details contained in this proposal, please do not hesitate to contact me. Again, Carrier would like to thank you for the continuing opportunity to be of service.

Sincerely,

Dave Holmes



Williamson County Facilities Mgmt - MAINTENANCE PLAN

Quote #00737595



Your Carrier® Team

We are pleased to provide you with a first-class team dedicated to meeting your scheduled and unscheduled service needs. Here is an introduction to the Carrier® team that will be serving you.

Name	Title	Email
Dave Holmes	Service Sales Representative	dave.holmes@carrier.com
Kristy Kemper	Service Manager	kristy.kemper@carrier.com

Our Commitment to You

Carrier Commercial Service commits to providing you the best service in the industry. Here are just a few of the ways we strive to earn the title of expert.

24/7 Support – We know your equipment has no predictable timetable. That is why we have teams of experts standing by to assist you at any hour of the day or night.

Certified Technicians – Our technicians are certified as Carrier Specialists or Masters – through our progressive Tech360 Certification Program – and thoroughly tested to our exacting standards.

Systems Expertise – At Carrier, we don't just change filters – we provide a complete spectrum of services to meet your diverse HVAC needs. Scheduled maintenance, emergency repairs, remote diagnostics and analytics, equipment replacement and modernization are just a few of the services we can provide. As the servicing entity of Carrier, we have access to the latest engineering advancements and the most advanced technical servicing tools.

Standard Work Procedures – Our Achieving Competitive Excellence (ACE) operating system brings you standardized solutions, no guesswork, and no variables. We focus on quality, efficiency and consistency at your jobsite and in all our day-to-day business practices

Environmental Health and Safety (EH&S) – We support a multi-faceted EH&S management system which ensures a focused approach to safety every day. On all levels, we adhere to the most stringent safety standards, which translates to safety on your job site.



Equipment Summary

The following equipment is covered in the Carrier Core HVAC maintenance plan.

DESCRIPTION	MFR.	MODEL	SERIAL NUMBER	LOCATION
Carrier Air-Cooled Chiller 30RB	Carrier	30RBF10064-LLG3C	4619Q90114	
Carrier Air-Cooled Chiller 30RB	Carrier	30RBF10064-LLG3C	4619Q90122	



General Services Included

Operating Inspection

An Operating Inspection shall include specific tasks and recommended frequencies for each equipment type. Each inspection will be used to ensure a consistent and thorough review of the covered equipment. Parts, oil, lubricants, and materials (refrigerant is a separate item herein) are included as required items to perform the Operating Inspection tasks/actions as indicated in the Service Agreement.

Annual Preventive Maintenance (PM)

Annual Preventive Maintenance is defined as pre-scheduled recurring preventive maintenance actions, which is to be performed once a year or as recommended by the equipment manufacturer. This annual maintenance is designed to maintain the machine at factory standards and prepare the equipment for effective, reliable, and efficient operation. Items such as gaskets, filters, O-rings, oil, lubricants, and materials (refrigerant is a separate item herein) are included on an as required basis to perform the Annual Preventive Maintenance tasks/actions indicated in the Service Agreement.

Coil Cleaning

If applicable, the coils indicated on the Service Agreement herein are to be cleaned at the interval(s) indicated. Coil cleaning consists of cleaning the air-side surface of the coil to remove any airborne particles and dirt build-up using either brush cleaning, high-pressure air, chemicals with low-pressure wash or high-pressure chemical spray at Carrier's discretion based on coil accessibility or if specified under separate cover.



Detailed Description of Work

In this section, detailed action items for each piece of equipment are presented. All work is done according to manufacturers' recommendations and with the utmost attention to detail.

Carrier model 30RBF10064 Air-Cooled Chillers

Quantity	2
S/N	4619Q90114, 4619Q0122
Location	
Description	Carrier Air-Cooled Chiller 30RB



	Frequency of services Yr1
Operating Inspection	2

Operating Inspection

- Report to customer upon arrival
- Check general machine operation
- Log operational parameters
- Inspect condenser coil condition
- Check refrigerant charge
- Check condenser fan motors, fan props
- Leak check unit without insulation removal
- Check electrical connections
- Check oil filter delta P
- Check for proper water flow
- Check compressor motor currents
- Check alarm history
- Report any abnormalities found
- Report to customer upon departure and obtain signature



Detailed Description of Work

Annual PM

- In addition to performing all operational tasks:
  - Clean condenser coils
  - Take oil samples for analysis, provide lab report
  - Check accuracy of thermistors
  - Check accuracy of transducers
  - Check refrigerant filter driers for excessive pressure drop
  - Check chilled water flow switch operation
  - Check cooler heater operation
  - Report to customer upon departure and obtain signature
  - Report any abnormalities found



Carrier® Service Agreement

Shantil Moore
Emergency Service Operations Ctr
911 Tracy Chambers Ln
Georgetown, TX 78626-6386

Quote #: 00737595
Submitted By: Dave Holmes
Date: 03/21/2023

Service Plan

Carrier Core as defined in General Services section.

Agreement Term

This Agreement shall become effective upon **04/01/2023** and shall continue through **9/30/2024**. Either party may terminate this agreement as outlined in the Terms and Conditions.

Agreement Price

Total agreement price is for two (2) years, payable per inspection.

Agreement price per Operational Inspection (4 ea.): **$1,200.00**

Agreement price per Annual Inspection (2 ea.) year one: **$3000.00**

Total agreement price: **$10,800.00**

This proposal is valid for 30 days from the date of proposal. Sourcewell terms and conditions will govern in lieu of any other terms and conditions contained in any resulting Purchase, Order, Contract, Agreement, etc.

Acceptance and Approval

This contract will become binding upon signature by Customer and signature by a Carrier representative. The undersigned acknowledges and agrees by its signature that the Scope of Service, and any amendment or addenda prepared by Carrier with respect thereto, constitutes the entire Agreement.

Customer Acceptance (typed/printed name)	Carrier Acceptance (typed/printed name)
Title	Title
Customer Acceptance (signature)	Carrier Acceptance (signature)
Date	Date



Carrier® Terms and Conditions

1. PAYMENT AND TAXES - Payment shall be made net 30 days from date of invoice. Carrier reserves the right to require cash payment or other alternative method of payment prior to shipment or completion of work if Carrier determines, in its sole discretion, that Customer or Customer's assignee's financial condition at any time does not justify continuance of the net 30 days payment term. In addition to the price, Customer shall pay Carrier any taxes or government charges arising from this Agreement. If Customer claims that any such taxes or government charges do not apply to the transactions governed by this Agreement, Customer shall provide Carrier with acceptable tax exemption certificates or other applicable documents. All past due invoices will accrue interest at the lesser of 1% per month or the maximum amount allowable by law.

2. EXTRAS - Equipment, parts or labor in addition to those specified in this Agreement will be provided upon receipt of Customer's written authorization, paid for as an extra at Carrier's prevailing labor rates and equipment/parts charges, and subject to the terms of this Agreement.

3. RETURNS - No items will be accepted for return without prior written authorization. Returned goods may be subject to a restocking charge. Special order and non-stock items cannot be returned.

4. SHIPMENT - All shipments shall be F.O.B. shipping point, freight prepaid and allowed to the job site. Shipment dates quoted are approximate. Carrier does not guarantee a particular date for shipment or delivery.

5. PARTIAL SHIPMENT - Carrier shall have the right to ship any portion of the equipment, goods or other materials included in this Agreement and invoice Customer for such partial shipment.

6. DELAYS - Carrier shall not be liable for delays in manufacturing, shipping or delivery by causes beyond the control and without the fault or negligence of Carrier, including but not restricted to acts of God, acts of a public enemy, acts of government, acts of terrorism, fires, floods, epidemics, quarantine restrictions, freight embargoes, supplier delays, strikes, or labor difficulties (collectively "Force Majeure Events"). Carrier agrees to notify Customer in writing as soon as practicable of the causes of such delay. In the event that any materials or equipment to be provided by Carrier under this Agreement become permanently unavailable as a result of a Force Majeure Event, Carrier shall be excused from furnishing such materials or equipment.

7. WARRANTY - Carrier warrants that all equipment manufactured by Carrier Corporation and all Carrier equipment, parts or components supplied hereunder will be free from defects in material and workmanship. Carrier shall at its option repair or replace, F.O.B. point of sale, any equipment, part or component sold by Carrier and determined to be defective within one (1) year from the date of initial operation or eighteen (18) months from date of shipment, whichever is earlier. Carrier does not warrant products not manufactured by Carrier Corporation, but it does pass on to Customer any transferrable manufacturer warranties for those products. Carrier warrants that all service provided by Carrier hereunder shall be performed in a workmanlike manner. In the event any such service is determined to be defective within ninety (90) days of completion of that service, Carrier shall at its option re-perform or issue a credit for such service. Carrier's obligation to repair or replace any defective equipment, parts or components during the warranty period shall be Customer's exclusive remedy. Carrier shall not be responsible for labor charges for removal or reinstallation of defective equipment, parts or components, for charges for transportation, handling and shipping or refrigerant loss, or for repairs or replacement of such equipment, parts or components, required as a consequence of faulty installation, misapplication, vandalism, abuse, exposure to chemicals, improper servicing, unauthorized alteration or improper operation by persons other than Carrier.

THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8. WORKING HOURS - All services performed under this Agreement, including but not limited to, major repairs, are to be provided during Carrier's normal working hours unless otherwise agreed.

9. CUSTOMER RESPONSIBILITIES (Service Contracts only) - Customer shall:

- Provide safe and reasonable equipment access and a safe work environment.
- Permit access to Customer's site, and use of building services including but not limited to: water, elevators, receiving dock facilities, electrical service and local telephone service.
- Keep areas adjacent to equipment free of extraneous material, move any stock, fixtures, walls or partitions that may be necessary to perform the specified service.
- Promptly notify Carrier of any unusual operating conditions.
- Upon agreement of a timely mutual schedule, allow Carrier to stop and start equipment necessary to perform service.
- Provide adequate water treatment.
- Provide the daily routine equipment operation (if not part of this Agreement) including availability of routine equipment log readings.
- Where Carrier's remote monitoring service is provided, provide and maintain a telephone line with long distance direct dial and answer capability.
- Operate the equipment properly and in accordance with instructions.
- Promptly address any issues that arise related to mold, fungi, mildew or bacteria.
- Identify and label any asbestos containing material that may be present. The customer will provide, in writing, prior to the start of a job, a signed statement regarding the absence or presence of asbestos for any job where the building or the equipment to be serviced is older than 1981. Should this document state that no asbestos is present, the customer will also provide in writing the method used to determine the absence of asbestos.

10. EXCLUSIONS - Carrier is not responsible for items not normally subject to mechanical maintenance including but not limited to: duct work, casings, cabinets, fixtures, structural supports, grillage, water piping, steam piping, drain piping, cooling tower fill, boiler tubes, boiler refractory, disconnect switches and circuit breakers. Carrier is not responsible for repairs, replacements, alterations, additions, adjustments, repairs by others, unscheduled calls or emergency calls, any of which may be necessitated by negligent operation, abuse, misuse, prior improper maintenance, vandalism, obsolescence, building system design, damage due to freezing weather, chemical/electrochemical attack, corrosion, erosion, deterioration due to unusual wear and tear, any damage related to the presence of mold, fungi, mildew, or bacteria, damage caused by power reductions or failures or any other cause beyond Carrier's control. Carrier shall not be required to perform tests, install any items of equipment or make modifications that may be recommended or directed by insurance companies, government, state, municipal or other authority. However, in the event any such recommendations occur, Carrier, at its option, may submit a proposal for Customer's consideration in addition to this Agreement. Carrier shall not be required to repair or replace equipment that has not been properly maintained.

11. EQUIPMENT CONDITION & RECOMMENDED SERVICE (Service Contracts only) - Upon the initial scheduled operating and/or initial annual stop inspection, should Carrier determine the need for repairs or replacement, Carrier will provide Customer in writing an 'equipment condition' report including recommendations for corrections and the price for repairs in addition to this Agreement. In the event Carrier recommends certain services (that are not included herein or upon initial inspection) and if Customer does not elect to have such services properly performed in a timely fashion, Carrier shall not be responsible for any equipment or control failures, operability or any long-term damage that may result. Carrier at its option will either continue to maintain equipment and/or controls to the

Williamson County Facilities Maint. - MAINTENANCE PLAN
Quote #00737631



best of its ability, without any responsibility, or remove such equipment from this Agreement, adjusting the price accordingly.

12. PROPRIETARY RIGHTS - Carrier may elect to install, attach to Customer equipment, or provide portable devices (hardware and/or software) that shall remain the personal proprietary property of Carrier. No devices installed, attached to real property or portable device(s) shall become a fixture of the Customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices that are used in connection with providing service on Customer equipment.

13. DATA RIGHTS - Customer hereby grants and agrees to grant to Carrier a worldwide, non-exclusive, non-terminable, irrevocable, perpetual, paid-up, royalty free license to any Source Data, with the right to sub-license to its affiliates and suppliers for (i) Carrier's performance of services pursuant to this Agreement, (ii) the improvement of Carrier services, and Carrier's Analytics Platform; (iii) improving product performance, operation, reliability, and maintainability; (iv) to create, compile, and/or use datasets and/or statistics for the purposes of benchmarking, development of best practices, product improvement; (v) the provision of services to third parties, (vi) research, statistical, and marketing purposes, and/or (vii) in support of Carrier agreements.

Source Data – shall mean data that is produced directly from a system, or device and received at a collection point or a central server (e.g. a Carrier database, data lake, or third party cloud service).

Analytics Platform – shall mean server algorithms or web interface systems used to (i) interpret, convert, manipulate, or calculate data, (ii) perform data processing, and/or (iii) the delivery of data to Carrier, affiliates or suppliers of Carrier, and/or Customer.

14. RETURN OF DATA - Customer understands and acknowledges that the portable devices will collect Source Data that will be stored on and/or transmitted to Carrier's servers and to suppliers or affiliates that are contracted by Carrier and used to transmit, process, extract or store such Source Data for purposes of Carrier's performance of the service in accordance with this Agreement. Once such data and information has been stored and/or transmitted to Carrier's servers, Customer agrees that such data and information shall become part of Carrier's database and therefore subject to the license terms under section 13.

15. DATA DELIVERY - During the term of the Agreement Customer shall (i) make reasonable efforts to ensure that the hardware remains powered on, (ii) avoid intentional action to impede, block or throttle collection and transmission of Source Data by Carrier, and (iii) avoid intentional action to disable, turn off, or remove the hardware without Carrier's express written consent, which consent shall not be unreasonably withheld.

16. REVERSE ENGINEERING - Customer shall not extract, decompile or reverse engineer any software included with, incorporated in, or otherwise associated with the hardware and shall not reverse engineer any reports or analytics provided to or received by Customer from Carrier.

17. WAIVER OF DAMAGES - Under no circumstances shall Carrier be liable for any indirect, incidental, special or consequential damages, including loss of revenue or profit, loss of use of equipment or facilities, loss of data, or economic damages howsoever arising.

18. LIMITATION OF LIABILITY - Carrier's maximum liability for any reason (except for personal injuries) arising from this Agreement shall not exceed the value of the payments received by Carrier under this Agreement.

19. CANCELLATION - Customer may cancel this Agreement only with Carrier's prior written consent, and upon payment of reasonable cancellation charges. Such charges shall take into account costs and expenses incurred, and purchases or contract commitments made by Carrier and all other losses due to the cancellation including a reasonable profit.

20. CUSTOMER TERMINATION FOR CARRIER NON-PERFORMANCE - Customer shall have the right to terminate this Agreement for Carrier's non-performance provided Carrier fails to cure such non-performance within thirty (30) days after having been given prior written notice of the non-performance. Upon early termination or expiration of this Agreement, Carrier shall have free access to enter Customer locations to disconnect and remove any Carrier personal proprietary property or devices as well as remove any and all Carrier-owned parts, tools and personal property. Additionally, Customer agrees to pay Carrier for all incurred but unamortized service costs performed by Carrier including overheads and a reasonable profit.

21. CARRIER TERMINATION - Carrier reserves the right to discontinue its service any time payments have not been made as agreed or if alterations, additions or repairs are made to equipment during the term of this Agreement by others without prior agreement between Customer and Carrier.

22. CLAIMS - Any lawsuits arising from the performance or nonperformance of this Agreement, whether based upon contract, negligence, strict liability or otherwise, shall be brought within one (1) year from the date the claim arose.

23. GOVERNMENT PROCUREMENTS - The components, equipment and services provided by Carrier are "commercial items" as defined in Section 2.101 of the Federal Acquisition Regulations ("FAR"), and the prices of such components, equipment and services are based on Carrier's commercial pricing policies and practices (which do not consider any special requirements of U.S. Government cost principles, FAR Part 31, or any similar procurement regulations). As such, Carrier will not agree to provide or certify cost or pricing data, nor will Carrier agree to comply with the Cost Accounting Standards (CAS). In addition, no government procurement regulations, such as FARs or DFARs, shall apply to this Agreement except those regulations expressly accepted in writing by Carrier.

24. HAZARDOUS MATERIALS - Carrier is not responsible for the identification, detection, abatement, encapsulating or removal of asbestos, products or materials containing asbestos, similar hazardous substances, or mold, fungi, mildew, or bacteria. If Carrier encounters any asbestos or other hazardous material while performing this Agreement, Carrier may suspend its work and remove its employees from the project, until such material and any hazards associated with it are abated. The time for Carrier's performance shall be extended accordingly, and Carrier shall be compensated for the delay.

25. WASTE DISPOSAL - Customer is wholly responsible for the removal and proper disposal of waste oil, refrigerant and any other material generated during the term of this Agreement.

26. SUPERSEDURE, ASSIGNMENT and MODIFICATION - This Agreement contains the complete and exclusive statement of the agreement between the parties and supersedes all previous or contemporaneous, oral or written, statements. Customer may assign this Agreement only with Carrier's prior written consent. No modification to this Agreement shall be binding unless in writing and signed by both parties. Orders shall be binding upon Carrier when accepted in writing by an authorized representative of Carrier. CARRIER'S ACCEPTANCE OF CUSTOMER'S ORDER IS CONDITIONED UPON CUSTOMER'S ACCEPTANCE OF THE TERMS AND CONDITIONS SET FORTH HEREIN (THIS "AGREEMENT") AND CUSTOMER'S AGREEMENT TO BE BOUND BY AND COMPLY WITH THIS AGREEMENT. THIS AGREEMENT AND ALL REFERENCED ATTACHMENTS CONSTITUTE THE ENTIRE AGREEMENT BETWEEN CARRIER AND CUSTOMER, AND NO AMENDMENT OR MODIFICATION SHALL BE BINDING ON CARRIER UNLESS SIGNED BY AN OFFICER OR AUTHORIZED EMPLOYEE OF CARRIER. THE FAILURE OF CARRIER TO OBJECT TO PROVISIONS CONTAINED IN ANY PURCHASE ORDER OR OTHER DOCUMENT OF CUSTOMER SHALL NOT BE CONSTRUED AS A WAIVER BY CARRIER OF THE TERMS IN THIS AGREEMENT OR AN ACCEPTANCE OF ANY OF CUSTOMER'S PROVISIONS. **ANY CONFLICTING OR ADDITIONAL TERMS OR CONDITIONS SET FORTH BY CUSTOMER IN A PURCHASE ORDER OR OTHER DOCUMENT SHALL NOT BE BINDING UPON CARRIER, AND CARRIER HEREBY EXPRESSLY OBJECTS THERETO.**

Quote #00737631
Williamson County Facilities Mgmt – MAINTENANCE PLAN



27. CUSTOMER CONSENT - Customer consents and agrees that Carrier may, from time to time, publicize Carrier related projects with Customer, including the value of such projects, in all forms and media for advertising, trade, and any other lawful purposes.

28. FOR WORK BEING PERFORMED IN CALIFORNIA - Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

29. INTELLECTUAL PROPERTY – Notwithstanding anything to the contrary stated herein, Carrier retains ownership of its intellectual property and no license to Carrier's intellectual property is granted except as necessary for Customer to use any deliverables and/or services provided hereunder.

30. DATA PRIVACY – Carrier processes personal data in accordance with its privacy notice at Carrier.com or via the following link: https://www.carrier.com/carrier/en/worldwide/legal/privacy-notice. Each party will comply with applicable data privacy laws governing personal information collected and processed under this Agreement, including the California Consumer Privacy Act and the European General Data Protection Regulation, and take all reasonable commercial and legal steps to protect personal data. If Customer provides Carrier with personal data, Customer will ensure that it has the legal right to do so, including notifying the individuals whose personal data it provides to Carrier. If a party collects or processes personal data from California residents under this Agreement, such party is a "Service Provider" under the CCPA, and will not sell or exchange such personal data for anything of value.

31. FACTORY ACCEPTANCE TESTS AND INSPECTIONS – The nature and extent of factory acceptance tests or factory inspections, including without limitation, the number and identity of participants, locations visited, and activities undertaken, shall be limited to activities directly related to the performance of this Agreement. The tests or inspections will be subject to mutual agreement of the parties, Carrier policy and internal pre-approval requirements, and strictly comply with Customer's policies as well as all applicable laws and regulations including, without limitation, all applicable laws and regulations prohibiting corruption.

32. CHANGE ORDER / ADDITIONAL WORK / PRICE ADJUSTMENTS – Carrier will not perform additional work until such time as Carrier receives a change order, duly executed by each party, setting forth the scope and an agreed upon price for the additional work, as well as any appropriate adjustments to the delivery schedule. Additional work and/or materials supplied under any change order shall be subject to the terms of this Agreement. The price of services performed under this Agreement is subject to change due to increases in material costs related to tariffs, import duties, trade policy, epidemics, commodity or material costs, fuel surcharges, supplier costs, labor costs, or related impacts or market conditions. Such change shall come into effect on thirty (30) days' prior written notice from Carrier to Customer. The price of equipment supplied under this Agreement is subject to increase in accordance with the Producer Price Index (PPI) published by the U.S. Department of Labor Bureau of Labor Statistics (BLS) for commodity: PCU33341-33341 HVAC and Commercial Refrigeration Equipment. Price escalation will be calculated as (i) total Agreement price multiplied by (ii) the PPI on date of equipment delivery to end customer, divided by (iii) PPI on date of execution of the Agreement. Total Agreement price is not subject to decrease.

33. OCCUPATIONAL SAFETY AND HEALTH (Service Contracts Only) – Carrier and Customer agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act ("OSHA") relating in any way to the performance of work under this Agreement, the project or the job site.

34. ANTI-DISCRIMINATION POLICY – The Carrier Fostering a Respectful and Safe Work Environment policy is incorporated into these terms via this link:

https://www.carrier.com/commercial/en/us/media/carrier-anti-discrimination-harassment-policy-02192021_tcm199-109848.pdf.

35. EQUIPMENT RENTALS – If all or a portion of this Agreement is for equipment rental, the Carrier Rental Systems Master Terms and Conditions – Rental, available at

https://www.carrier.com/rentals/en/us/rental-equipment/rental-forms/,

shall apply to the rental equipment.

36. STATE CONTRACTOR LICENSE NUMBERS – A list of Carrier's state contractor license, certificate, and registration numbers, which list is incorporated herein, is available via this link: https://www.carrier.com/commercial/en/us/service/contractor-licenses.

37. ADDITIONAL TERMS AND CONDITIONS - CANNABIS INDUSTRY - If Customer is involved in the cannabis industry in the US as a manufacturer, distributor, or otherwise, the additional terms and conditions available at https://www.carrier.com/commercial/en/us/legal/additional-terms, which are incorporated herein, shall apply.

38. ADDITIONAL TERMS AND CONDITIONS – ABOUND – If this Agreement includes a subscription to the Abound platform, then the additional terms and conditions of the Abound Master SaaS Subscription Agreement available at https://abound.carrier.com/saas-agreement which are incorporated herein, shall apply.

Carrier® Commercial Service HVAC Maintenance Plan

Core



Prepared For:

Williamson County Facilities Management

For Service At:

Cedar Park Annex
350 Discovery Blvd,
Cedar Park, TX 78613-2260

SOURCEWELL contract 070121-CAR

March 21, 2023

Over 100 years of innovation

carrier.com/service

Quote #00737611
Williamson County Facilities Mgmt



Carrier® Commercial Service

Proposed Maintenance Plan

Thank you for considering Carrier for your mechanical HVAC service. As a leading expert in the industry, we have carefully considered your unique needs in putting together this proposal. The specific details of this plan will be outlined in the following pages of this packet, but here is a summary for your convenience.

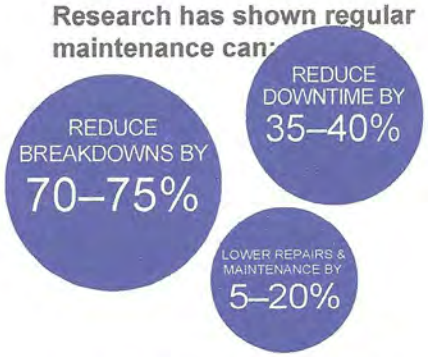
Service Plan Level:	Carrier Core
Agreement Term:	April 01,2023 through September 30, 2024
Location Address:	350 Discovery Blvd, Cedar Park, TX 78613-2260

Equipment Summary:

Type	Quantity
Air-Cooled Chiller	1

Impact

Research has shown regular maintenance can:



Source FEMP O&M Guide – July 2004

Benefits

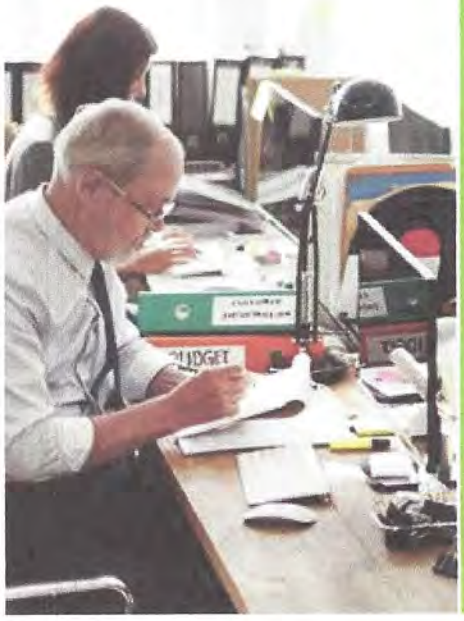
Safeguarding your equipment by choosing Carrier brings the security of having forged a true partnership with the HVAC industry's foremost servicing and technology leader. We have access to the most advanced technical service tools and engineering resources. By partnering with us we are confident you can experience many benefits such as:

- *Prolonged equipment life*
- *Maximum energy savings*
- *Increased comfort*
- *Lower operating costs*

If you require any additional information about the scope of work and details contained in this proposal, please do not hesitate to contact me. Again, Carrier would like to thank you for the continuing opportunity to be of service.

Sincerely,

Dave Holmes



Quote #00737611
Williamson County Facilities Mgmt – MAINTENANCE PLAN



Your Carrier® Team

We are pleased to provide you with a first-class team dedicated to meeting your scheduled and unscheduled service needs. Here is an introduction to the Carrier® team that will be serving you.

Name	Title	Email
Dave Holmes	Service Sales Representative	dave.holmes@carrier.com
Kristy Kemper	Service Manager	kristy.kemper@carrier.com

Our Commitment to You

Carrier Commercial Service commits to providing you the best service in the industry. Here are just a few of the ways we strive to earn the title of expert.

24/7 Support – We know your equipment has no predictable timetable. That is why we have teams of experts standing by to assist you at any hour of the day or night.

Certified Technicians – Our technicians are certified as Carrier Specialists or Masters – through our progressive Tech360 Certification Program – and thoroughly tested to our exacting standards.

Systems Expertise – At Carrier, we don't just change filters – we provide a complete spectrum of services to meet your diverse HVAC needs. Scheduled maintenance, emergency repairs, remote diagnostics and analytics, equipment replacement and modernization are just a few of the services we can provide. As the servicing entity of Carrier, we have access to the latest engineering advancements and the most advanced technical servicing tools.

Standard Work Procedures – Our Achieving Competitive Excellence (ACE) operating system brings you standardized solutions, no guesswork, and no variables. We focus on quality, efficiency and consistency at your jobsite and in all our day-to-day business practices

Environmental Health and Safety (EH&S) – We support a multi-faceted EH&S management system which ensures a focused approach to safety every day. On all levels, we adhere to the most stringent safety standards, which translates to safety on your job site.

Quote #00737570
Williamson County Fire Rescue Agent – MAINTENANCE PLAN



Equipment Summary

The following equipment is covered in the Carrier Core HVAC maintenance plan.

DESCRIPTION	MFR.	MODEL	SERIAL NUMBER	LOCATION
Carrier Air-Cooled Chiller 30RB	Carrier	30RBX13064-LLG33	2019Q89370	



General Services Included

Operating Inspection

An Operating Inspection shall include specific tasks and recommended frequencies for each equipment type. Each inspection will be used to ensure a consistent and thorough review of the covered equipment. Parts, oil, lubricants, and materials (refrigerant is a separate item herein) are included as required items to perform the Operating Inspection tasks/actions as indicated in the Service Agreement.

Annual Preventive Maintenance (PM)

Annual Preventive Maintenance is defined as pre-scheduled recurring preventive maintenance actions, which is to be performed once a year or as recommended by the equipment manufacturer. This annual maintenance is designed to maintain the machine at factory standards and prepare the equipment for effective, reliable, and efficient operation. Items such as gaskets, filters, O-rings, oil, lubricants, and materials (refrigerant is a separate item herein) are included on an as required basis to perform the Annual Preventive Maintenance tasks/actions indicated in the Service Agreement.

Coil Cleaning

If applicable, the coils indicated on the Service Agreement herein are to be cleaned at the interval(s) indicated. Coil cleaning consists of cleaning the air-side surface of the coil to remove any airborne particles and dirt build-up using either brush cleaning, high-pressure air, chemicals with low-pressure wash or high-pressure chemical spray at Carrier's discretion based on coil accessibility or if specified under separate cover.



Detailed Description of Work

In this section, detailed action items for each piece of equipment are presented. All work is done according to manufacturers' recommendations and with the utmost attention to detail.

30RBX13064-LLG33

Quantity	1
S/N	2019Q89370
Location	
Description	Carrier Air-Cooled Chiller 30RB



	Frequency of services	
	Yr1	Yr2
Operating Inspection	2	3
Annual PM	1	1
Condenser Coil Cleaning	1	1
Leak test	2	4

Operating Inspection

- Report to customer upon arrival
- Check general operating condition
- Log operational parameters
- Inspect condenser coil condition
- Check refrigerant charge
- Check condenser fan motors, fan props
- Leak check unit without insulation removal
- Check electrical connections
- Check compressor oil levels
- Check for proper water flow
- Check compressor motor currents
- Check alarm history
- Report to customer upon departure and obtain signature, report abnormalities found



Detailed Description of Work

Annual PM

- In addition to performing all operational tasks:
  - Clean condenser coils
  - Take oil samples for analysis, provide lab report
  - Check accuracy of thermistors
  - Check accuracy of transducers
  - Check refrigerant filter driers for excessive pressure drop
  - Check chilled water flow switch operation
  - Check cooler heater operation
  - Report to customer upon departure and obtain signature
  - Report any abnormalities found



Carrier® Service Agreement

Shantil Moore
Williamson County Facilities Mgmt
Cedar Park Annex
Cedar Park, TX 78613-2260

Quote #: 00737611
Submitted By: Dave Holmes
Date: 03/21/2023

Service Plan

Carrier Core as defined in General Services section.

Agreement Term

This Agreement shall become effective upon **04/01/2023** and shall continue through **9/30/2024**. Either party may terminate this agreement as outlined in the Terms and Conditions.

Agreement Price

Total agreement price is for Two (2) years, payable per inspection.

Agreement price per Operational Inspection (4 ea.): $600.00

Agreement price per Annual Inspection (2 ea.): 1,600.00

Total agreement price: **$5,600.00**

This proposal is valid for 30 days from the date of proposal. Sourcewell terms and conditions will govern in lieu of any other terms and conditions contained in any resulting Purchase, Order, Contract, Agreement, etc.

Acceptance and Approval

This contract will become binding upon signature by Customer and signature by a Carrier representative. The undersigned acknowledges and agrees by its signature that the Scope of Service, and any amendment or addenda prepared by Carrier with respect thereto, constitutes the entire Agreement.

Customer Acceptance (typed/printed name)	Carrier Acceptance (typed/printed name)
Title	Title
Customer Acceptance (signature)	Carrier Acceptance (signature)
Date	Date



Carrier® Terms and Conditions

1. PAYMENT AND TAXES - Payment shall be made net 30 days from date of invoice. Carrier reserves the right to require cash payment or other alternative method of payment prior to shipment or completion of work if Carrier determines, in its sole discretion, that Customer or Customer's assignee's financial condition at any time does not justify continuance of the net 30 days payment term. In addition to the price, Customer shall pay Carrier any taxes or government charges arising from this Agreement. If Customer claims that any such taxes or government charges do not apply to the transactions governed by this Agreement, Customer shall provide Carrier with acceptable tax exemption certificates or other applicable documents. All past due invoices will accrue interest at the lesser of 1% per month or the maximum amount allowable by law.

2. EXTRAS - Equipment, parts or labor in addition to those specified in this Agreement will be provided upon receipt of Customer's written authorization, paid for as an extra at Carrier's prevailing labor rates and equipment/parts charges, and subject to the terms of this Agreement.

3. RETURNS - No items will be accepted for return without prior written authorization. Returned goods may be subject to a restocking charge. Special order and non-stock items cannot be returned.

4. SHIPMENT - All shipments shall be F.O.B. shipping point, freight prepaid and allowed to the job site. Shipment dates quoted are approximate. Carrier does not guarantee a particular date for shipment or delivery.

5. PARTIAL SHIPMENT - Carrier shall have the right to ship any portion of the equipment, goods or other materials included in this Agreement and invoice Customer for such partial shipment.

6. DELAYS - Carrier shall not be liable for delays in manufacturing, shipping or delivery by causes beyond the control and without the fault or negligence of Carrier, including but not restricted to acts of God, acts of a public enemy, acts of government, acts of terrorism, fires, floods, epidemics, quarantine restrictions, freight embargoes, supplier delays, strikes, or labor difficulties (collectively "Force Majeure Events"). Carrier agrees to notify Customer in writing as soon as practicable of the causes of such delay. In the event that any materials or equipment to be provided by Carrier under this Agreement become permanently unavailable as a result of a Force Majeure Event, Carrier shall be excused from furnishing such materials or equipment.

7. WARRANTY - Carrier warrants that all equipment manufactured by Carrier Corporation and all Carrier equipment, parts or components supplied hereunder will be free from defects in material and workmanship. Carrier shall at its option repair or replace, F.O.B. point of sale, any equipment, part or component sold by Carrier and determined to be defective within one (1) year from the date of initial operation or eighteen (18) months from date of shipment, whichever is earlier. Carrier does not warrant products not manufactured by Carrier Corporation, but it does pass on to Customer any transferrable manufacturer warranties for those products. Carrier warrants that all service provided by Carrier hereunder shall be performed in a workmanlike manner. In the event any such service is determined to be defective within ninety (90) days of completion of that service, Carrier shall at its option re-perform or issue a credit for such service. Carrier's obligation to repair or replace any defective equipment, parts or components during the warranty period shall be Customer's exclusive remedy. Carrier shall not be responsible for labor charges for removal or reinstallation of defective equipment, parts or components, for charges for transportation, handling and shipping or refrigerant loss, or for repairs or replacement of such equipment, parts or components, required as a consequence of faulty installation, misapplication, vandalism, abuse, exposure to chemicals, improper servicing, unauthorized alteration or improper operation by persons other than Carrier.

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- Keep areas adjacent to equipment free of extraneous material, move any stock, fixtures, walls or partitions that may be necessary to perform the specified service.
- Promptly notify Carrier of any unusual operating conditions.
- Upon agreement of a timely mutual schedule, allow Carrier to stop and start equipment necessary to perform service.
- Provide adequate water treatment.
- Provide the daily routine equipment operation (if not part of this Agreement) including availability of routine equipment log readings.
- Where Carrier's remote monitoring service is provided, provide and maintain a telephone line with long distance direct dial and answer capability.
- Operate the equipment properly and in accordance with instructions.
- Promptly address any issues that arise related to mold, fungi, mildew or bacteria.
- Identify and label any asbestos containing material that may be present. The customer will provide, in writing, prior to the start of a job, a signed statement regarding the absence or presence of asbestos for any job where the building or the equipment to be serviced is older than 1981. Should this document state that no asbestos is present, the customer will also provide in writing the method used to determine the absence of asbestos.

10. EXCLUSIONS - Carrier is not responsible for items not normally subject to mechanical maintenance including but not limited to: duct work, casings, cabinets, fixtures, structural supports, grillage, water piping, steam piping, drain piping, cooling tower fill, boiler tubes, boiler refractory, disconnect switches and circuit breakers. Carrier is not responsible for repairs, replacements, alterations, additions, adjustments, repairs by others, unscheduled calls or emergency calls, any of which may be necessitated by negligent operation, abuse, misuse, prior improper maintenance, vandalism, obsolescence, building system design, damage due to freezing weather, chemical/electrochemical attack, corrosion, erosion, deterioration due to unusual wear and tear, any damage related to the presence of mold, fungi, mildew, or bacteria, damage caused by power reductions or failures or any other cause beyond Carrier's control. Carrier shall not be required to perform tests, install any items of equipment or make modifications that may be recommended or directed by insurance companies, government, state, municipal or other authority. However, in the event any such recommendations occur, Carrier, at its option, may submit a proposal for Customer's consideration in addition to this Agreement. Carrier shall not be required to repair or replace equipment that has not been properly maintained.

11. EQUIPMENT CONDITION & RECOMMENDED SERVICE (Service Contracts only) - Upon the initial scheduled operating and/or initial annual stop inspection, should Carrier determine the need for repairs or replacement, Carrier will provide Customer in writing an 'equipment condition' report including recommendations for corrections and the price for repairs in addition to this Agreement. In the event Carrier recommends certain services (that are not included herein or upon initial inspection) and if Customer does not elect to have such services properly performed in a timely fashion, Carrier shall not be responsible for any equipment or control failures, operability or any long-term damage that may result. Carrier at its option will either continue to maintain equipment and/or controls to the

Quote #00737631
Williamson County Facilities Mgmt – MAINTENANCE PLAN



best of its ability, without any responsibility, or remove such equipment from this Agreement, adjusting the price accordingly.

12. PROPRIETARY RIGHTS - Carrier may elect to install, attach to Customer equipment, or provide portable devices (hardware and/or software) that shall remain the personal proprietary property of Carrier. No devices installed, attached to real property or portable device(s) shall become a fixture of the Customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices that are used in connection with providing service on Customer equipment.

13. DATA RIGHTS - Customer hereby grants and agrees to grant to Carrier a worldwide, non-exclusive, non-terminable, irrevocable, perpetual, paid-up, royalty free license to any Source Data, with the right to sub-license to its affiliates and suppliers for (i) Carrier's performance of services pursuant to this Agreement, (ii) the improvement of Carrier services, and Carrier's Analytics Platform; (iii) improving product performance, operation, reliability, and maintainability; (iv) to create, compile, and/or use datasets and/or statistics for the purposes of benchmarking, development of best practices, product improvement; (v) the provision of services to third parties, (vi) research, statistical, and marketing purposes, and/or (vii) in support of Carrier agreements.

Source Data – shall mean data that is produced directly from a system, or device and received at a collection point or a central server (e.g. a Carrier database, data lake, or third party cloud service).

Analytics Platform – shall mean server algorithms or web interface systems used to (i) interpret, convert, manipulate, or calculate data, (ii) perform data processing, and/or (iii) the delivery of data to Carrier, affiliates or suppliers of Carrier, and/or Customer.

14. RETURN OF DATA - Customer understands and acknowledges that the portable devices will collect Source Data that will be stored on and/or transmitted to Carrier's servers and to suppliers or affiliates that are contracted by Carrier and used to transmit, process, extract or store such Source Data for purposes of Carrier's performance of the service in accordance with this Agreement. Once such data and information has been stored and/or transmitted to Carrier's servers, Customer agrees that such data and information shall become part of Carrier's database and therefore subject to the license terms under section 13.

15. DATA DELIVERY - During the term of the Agreement Customer shall (i) make reasonable efforts to ensure that the hardware remains powered on, (ii) avoid intentional action to impede, block or throttle collection and transmission of Source Data by Carrier, and (iii) avoid intentional action to disable, turn off, or remove the hardware without Carrier's express written consent, which consent shall not be unreasonably withheld.

16. REVERSE ENGINEERING - Customer shall not extract, decompile or reverse engineer any software included with, incorporated in, or otherwise associated with the hardware and shall not reverse engineer any reports or analytics provided to or received by Customer from Carrier.

17. WAIVER OF DAMAGES - Under no circumstances shall Carrier be liable for any indirect, incidental, special or consequential damages, including loss of revenue or profit, loss of use of equipment or facilities, loss of data, or economic damages howsoever arising.

18. LIMITATION OF LIABILITY - Carrier's maximum liability for any reason (except for personal injuries) arising from this Agreement shall not exceed the value of the payments received by Carrier under this Agreement.

19. CANCELLATION - Customer may cancel this Agreement only with Carrier's prior written consent, and upon payment of reasonable cancellation charges. Such charges shall take into account costs and expenses incurred, and purchases or contract commitments made by Carrier and all other losses due to the cancellation including a reasonable profit.

20. CUSTOMER TERMINATION FOR CARRIER NON-PERFORMANCE - Customer shall have the right to terminate this Agreement for Carrier's non-performance provided Carrier fails to cure such non-performance within thirty (30) days after having been given prior written notice of the non-performance. Upon early termination or expiration of this Agreement, Carrier shall have free access to enter Customer locations to disconnect and remove any Carrier personal proprietary property or devices as well as remove any and all Carrier-owned parts, tools and personal property. Additionally, Customer agrees to pay Carrier for all incurred but unamortized service costs performed by Carrier including overheads and a reasonable profit.

21. CARRIER TERMINATION - Carrier reserves the right to discontinue its service any time payments have not been made as agreed or if alterations, additions or repairs are made to

equipment during the term of this Agreement by others without prior agreement between Customer and Carrier.

22. CLAIMS - Any lawsuits arising from the performance or nonperformance of this Agreement, whether based upon contract, negligence, strict liability or otherwise, shall be brought within one (1) year from the date the claim arose.

23. GOVERNMENT PROCUREMENTS - The components, equipment and services provided by Carrier are "commercial items" as defined in Section 2.101 of the Federal Acquisition Regulations ("FAR"), and the prices of such components, equipment and services are based on Carrier's commercial pricing policies and practices (which do not consider any special requirements of U.S. Government cost principles, FAR Part 31, or any similar procurement regulations). As such, Carrier will not agree to provide or certify cost or pricing data, nor will Carrier agree to comply with the Cost Accounting Standards (CAS). In addition, no government procurement regulations, such as FARs or DFARs, shall apply to this Agreement except those regulations expressly accepted in writing by Carrier.

24. HAZARDOUS MATERIALS - Carrier is not responsible for the identification, detection, abatement, encapsulating or removal of asbestos, products or materials containing asbestos, similar hazardous substances, or mold, fungi, mildew, or bacteria. If Carrier encounters any asbestos or other hazardous material while performing this Agreement, Carrier may suspend its work and remove its employees from the project, until such material and any hazards associated with it are abated. The time for Carrier's performance shall be extended accordingly, and Carrier shall be compensated for the delay.

25. WASTE DISPOSAL - Customer is wholly responsible for the removal and proper disposal of waste oil, refrigerant and any other material generated during the term of this Agreement.

26. SUPERSEDURE, ASSIGNMENT and MODIFICATION - This Agreement contains the complete and exclusive statement of the agreement between the parties and supersedes all previous or contemporaneous, oral or written, statements. Customer may assign this Agreement only with Carrier's prior written consent. No modification to this Agreement shall be binding unless in writing and signed by both parties. Orders shall be binding upon Carrier when accepted in writing by an authorized representative of Carrier. CARRIER'S ACCEPTANCE OF CUSTOMER'S ORDER IS CONDITIONED UPON CUSTOMER'S ACCEPTANCE OF THE TERMS AND CONDITIONS SET FORTH HEREIN (THIS "AGREEMENT") AND CUSTOMER'S AGREEMENT TO BE BOUND BY AND COMPLY WITH THIS AGREEMENT. THIS AGREEMENT AND ALL REFERENCED ATTACHMENTS CONSTITUTE THE ENTIRE AGREEMENT BETWEEN CARRIER AND CUSTOMER, AND NO AMENDMENT OR MODIFICATION SHALL BE BINDING ON CARRIER UNLESS SIGNED BY AN OFFICER OR AUTHORIZED EMPLOYEE OF CARRIER. THE FAILURE OF CARRIER TO OBJECT TO PROVISIONS CONTAINED IN ANY PURCHASE ORDER OR OTHER DOCUMENT OF CUSTOMER SHALL NOT BE CONSTRUED AS A WAIVER BY CARRIER OF THE TERMS IN THIS AGREEMENT OR AN ACCEPTANCE OF ANY OF CUSTOMER'S PROVISIONS. **ANY CONFLICTING OR ADDITIONAL TERMS OR CONDITIONS SET FORTH BY CUSTOMER IN A PURCHASE ORDER OR OTHER DOCUMENT SHALL NOT BE BINDING UPON CARRIER, AND CARRIER HEREBY EXPRESSLY OBJECTS THERETO.**



27. CUSTOMER CONSENT - Customer consents and agrees that Carrier may, from time to time, publicize Carrier related projects with Customer, including the value of such projects, in all forms and media for advertising, trade, and any other lawful purposes.

28. FOR WORK BEING PERFORMED IN CALIFORNIA - Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

29. INTELLECTUAL PROPERTY – Notwithstanding anything to the contrary stated herein, Carrier retains ownership of its intellectual property and no license to Carrier's intellectual property is granted except as necessary for Customer to use any deliverables and/or services provided hereunder.

30. DATA PRIVACY – Carrier processes personal data in accordance with its privacy notice at Carrier.com or via the following link: https://www.carrier.com/carrier/en/worldwide/legal/privacy-notice. Each party will comply with applicable data privacy laws governing personal information collected and processed under this Agreement, including the California Consumer Privacy Act and the European General Data Protection Regulation, and take all reasonable commercial and legal steps to protect personal data. If Customer provides Carrier with personal data, Customer will ensure that it has the legal right to do so, including notifying the individuals whose personal data it provides to Carrier. If a party collects or processes personal data from California residents under this Agreement, such party is a "Service Provider" under the CCPA, and will not sell or exchange such personal data for anything of value.

31. FACTORY ACCEPTANCE TESTS AND INSPECTIONS – The nature and extent of factory acceptance tests or factory inspections, including without limitation, the number and identity of participants, locations visited, and activities undertaken, shall be limited to activities directly related to the performance of this Agreement. The tests or inspections will be subject to mutual agreement of the parties, Carrier policy and internal pre-approval requirements, and strictly comply with Customer's policies as well as all applicable laws and regulations including, without limitation, all applicable laws and regulations prohibiting corruption.

32. CHANGE ORDER / ADDITIONAL WORK / PRICE ADJUSTMENTS – Carrier will not perform additional work until such time as Carrier receives a change order, duly executed by each party, setting forth the scope and an agreed upon price for the additional work, as well as any appropriate adjustments to the delivery schedule. Additional work and/or materials supplied under any change order shall be subject to the terms of this Agreement. The price of services performed under this Agreement is subject to change due to increases in material costs related to tariffs, import duties, trade policy, epidemics, commodity or material costs, fuel surcharges, supplier costs, labor costs, or related impacts or market conditions. Such change shall come into effect on thirty (30) days' prior written notice from Carrier to Customer. The price of equipment supplied under this Agreement is subject to increase in accordance with the Producer Price Index (PPI) published by the U.S. Department of Labor Bureau of Labor Statistics (BLS) for commodity: PCU33341-33341 HVAC and Commercial Refrigeration Equipment. Price escalation will be calculated as (i) total Agreement price multiplied by (ii) the PPI on date of equipment delivery to end customer, divided by (iii) PPI on date of execution of the Agreement. Total Agreement price is not subject to decrease.

33. OCCUPATIONAL SAFETY AND HEALTH (Service Contracts Only) – Carrier and Customer agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act ("OSHA") relating in any way to the performance of work under this Agreement, the project or the job site.

34. ANTI-DISCRIMINATION POLICY – The Carrier Fostering a Respectful and Safe Work Environment policy is incorporated into these terms via this link:

https://www.carrier.com/commercial/en/us/media/carrier-anti-discrimination-harassment-policy-02192021_tcm199-109848.pdf.

35. EQUIPMENT RENTALS – If all or a portion of this Agreement is for equipment rental, the Carrier Rental Systems Master Terms and Conditions – Rental, available at

https://www.carrier.com/rentals/en/us/rental-equipment/rental-forms/,

shall apply to the rental equipment.

36. STATE CONTRACTOR LICENSE NUMBERS – A list of Carrier's state contractor license, certificate, and registration numbers, which list is incorporated herein, is available via this link: https://www.carrier.com/commercial/en/us/service/contractor-licenses.

37. ADDITIONAL TERMS AND CONDITIONS - CANNABIS INDUSTRY - If Customer is involved in the cannabis industry in the US as a manufacturer, distributor, or otherwise, the additional terms and conditions available at https://www.carrier.com/commercial/en/us/legal/additional-terms, which are incorporated herein, shall apply.

38. ADDITIONAL TERMS AND CONDITIONS – ABOUND – If this Agreement includes a subscription to the Abound platform, then the additional terms and conditions of the Abound Master SaaS Subscription Agreement available at https://abound.carrier.com/saas-agreement which are incorporated herein, shall apply.

Carrier® Commercial Service HVAC Maintenance Plan

Core



Prepared For:

Williamson County Facilities Management

For Service At:

Justice Center
405 Martin Luther King St,
Georgetown, TX 78626-4901

SOURCEWELL contract 070121-CAR

March 20, 2023

Over 100 years of innovation

carrier.com/service

Quote #00737570
Williamson County Facilities Mgmt



Carrier® Commercial Service

Proposed Maintenance Plan

Thank you for considering Carrier for your mechanical HVAC service. As a leading expert in the industry, we have carefully considered your unique needs in putting together this proposal. The specific details of this plan will be outlined in the following pages of this packet, but here is a summary for your convenience.

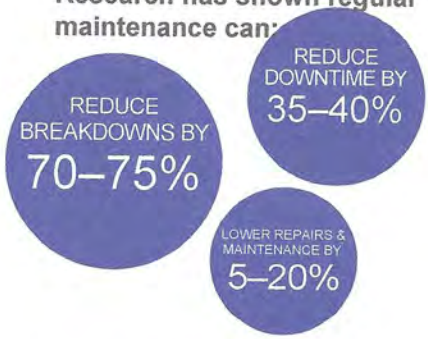
Service Plan Level:	Carrier Core
Agreement Term:	April 1, 2023, through September 30, 2024
Location Address:	405 Martin Luther King St, Georgetown, TX 78626-4901

Equipment Summary:

Type	Quantity
Air-cooled chillers	2

Impact

Research has shown regular maintenance can:



Source FEMP O&M Guide – July 2004

Benefits

Safeguarding your equipment by choosing Carrier brings the security of having forged a true partnership with the HVAC industry's foremost servicing and technology leader. We have access to the most advanced technical service tools and engineering resources. By partnering with us we are confident you can experience many benefits such as:

- *Prolonged equipment life*
- *Maximum energy savings*
- *Increased comfort*
- *Lower operating costs*

If you require any additional information about the scope of work and details contained in this proposal, please do not hesitate to contact me. Again, Carrier would like to thank you for the continuing opportunity to be of service.

Sincerely,

Dave Holmes



Quote #00737570
Williamson County Facilities Mgmt – MAINTENANCE PLAN



Your Carrier® Team

We are pleased to provide you with a first-class team dedicated to meeting your scheduled and unscheduled service needs. Here is an introduction to the Carrier® team that will be serving you.

Name	Title	Email
Dave Holmes	Service Sales Representative	dave.holmes@carrier.com
Kristy Kemper	Service Manager	kristy.kemper@carrier.com

Our Commitment to You

Carrier Commercial Service commits to providing you the best service in the industry. Here are just a few of the ways we strive to earn the title of expert.

24/7 Support – We know your equipment has no predictable timetable. That is why we have teams of experts standing by to assist you at any hour of the day or night.

Certified Technicians – Our technicians are certified as Carrier Specialists or Masters – through our progressive Tech360 Certification Program – and thoroughly tested to our exacting standards.

Systems Expertise – At Carrier, we don't just change filters – we provide a complete spectrum of services to meet your diverse HVAC needs. Scheduled maintenance, emergency repairs, remote diagnostics and analytics, equipment replacement and modernization are just a few of the services we can provide. As the servicing entity of Carrier, we have access to the latest engineering advancements and the most advanced technical servicing tools.

Standard Work Procedures – Our Achieving Competitive Excellence (ACE) operating system brings you standardized solutions, no guesswork, and no variables. We focus on quality, efficiency, and consistency at your jobsite and in all our day-to-day business practices

Environmental Health and Safety (EH&S) – We support a multi-faceted EH&S management system which ensures a focused approach to safety every day. On all levels, we adhere to the most stringent safety standards, which translates to safety on your job site.

24/7 SUPPORT & SERVICE
1-800-379-6484
WWW.CARRIER.COM/COMMERCIAL



Equipment Summary

The following equipment is covered in the Carrier Core HVAC maintenance plan.

DESCRIPTION	MFR.	MODEL	SERIAL NUMBER	LOCATION
Air-cooled chiller	Carrier	30RBB1506	4711Q76746	Ground level pad
Air-cooled chiller	Carrier	30RBB1506	3412Q77991	Ground level pad



General Services Included

Operating Inspection

An Operating Inspection shall include specific tasks and recommended frequencies for each equipment type. Each inspection will be used to ensure a consistent and thorough review of the covered equipment. Parts, oil, lubricants, and materials (refrigerant is a separate item herein) are included as required items to perform the Operating Inspection tasks/actions as indicated in the Service Agreement.

Annual Preventive Maintenance (PM)

Annual Preventive Maintenance is defined as pre-scheduled recurring preventive maintenance actions, which is to be performed once a year or as recommended by the equipment manufacturer. This annual maintenance is designed to maintain the machine at factory standards and prepare the equipment for effective, reliable, and efficient operation. Items such as gaskets, filters, O-rings, oil, lubricants, and materials (refrigerant is a separate item herein) are included on an as required basis to perform the Annual Preventive Maintenance tasks/actions indicated in the Service Agreement.

Coil Cleaning

If applicable, the coils indicated on the Service Agreement herein are to be cleaned at the interval(s) indicated. Coil cleaning consists of cleaning the air-side surface of the coil to remove any airborne particles and dirt build-up using either brush cleaning, high-pressure air, chemicals with low-pressure wash or high-pressure chemical spray at Carrier's discretion based on coil accessibility or if specified under separate cover.



Detailed Description of Work

In this section, detailed action items for each piece of equipment are presented. All work is done according to manufacturers' recommendations and with the utmost attention to detail.

Carrier model 30RBB1506 Air-Cooled Chillers

Quantity	2
S/N	4711Q76746, 3412Q77911
Location	Ground level pad
Description	Carrier Air-Cooled Chiller



	Frequency of services	
	Yr1	Yr2
Operating Inspection	2	3
Annual PM	1	1
Condenser Coil Cleaning	1	1
Leak test	2	4

Operating Inspection

- Report to customer upon arrival
- Check general operating condition
- Log operational parameters
- Inspect condenser coil condition
- Check refrigerant charge
- Check condenser fan motors, fan props
- Check electrical connections
- Check compressor oil levels
- Check for proper water flow
- Check compressor motor currents
- Check alarm history
- Report to customer upon departure and obtain signature, report abnormalities found



Detailed Description of Work

Annual PM

- In addition to performing all operational tasks:
  - Clean condenser coils
  - Take oil samples for analysis, provide lab report
  - Check accuracy of thermistors
  - Check accuracy of transducers
  - Check refrigerant filter driers for excessive pressure drop
  - Check chilled water flow switch operation
  - Check cooler heater operation
  - Report to customer upon departure and obtain signature
  - Report any abnormalities found



Carrier® Service Agreement

Shantil Moore
Williamson County Justice Center
405 Martin Luther King St
Georgetown, TX 78626-4901

Quote #: 00737570
Submitted By: Dave Holmes
Date: 03/21/2023

Service Plan

Carrier Core as defined in General Services section.

Agreement Term

This Agreement shall become effective upon **4/1/2023** and shall continue through **9/30/2024.** Either party may terminate this agreement as outlined in the Terms and Conditions.

Agreement Price

Total agreement price is for Two (2) years, payable per inspection:

Agreement price per Operational Inspections (4 ea.): **$1,200.00**

Agreement price per annual inspection (2 ea.): **$3,000.00**

Total agreement price: **$ 10,800.00**

This proposal is valid for 30 days from the date of proposal. Sourcewell terms and conditions will govern in lieu of any other terms and conditions contained in any resulting Purchase, Order, Contract, Agreement, etc.

Acceptance and Approval

This contract will become binding upon signature by Customer and signature by a Carrier representative. The undersigned acknowledges and agrees by its signature that the Scope of Service, and any amendment or addenda prepared by Carrier with respect thereto, constitutes the entire Agreement.

Customer Acceptance (typed/printed name)	Carrier Acceptance (typed/printed name)
Title	Title
Customer Acceptance (signature)	Carrier Acceptance (signature)
Date	Date



Carrier® Terms and Conditions

1. PAYMENT AND TAXES - Payment shall be made net 30 days from date of invoice. Carrier reserves the right to require cash payment or other alternative method of payment prior to shipment or completion of work if Carrier determines, in its sole discretion, that Customer or Customer's assignee's financial condition at any time does not justify continuance of the net 30 days payment term. In addition to the price, Customer shall pay Carrier any taxes or government charges arising from this Agreement. If Customer claims that any such taxes or government charges do not apply to the transactions governed by this Agreement, Customer shall provide Carrier with acceptable tax exemption certificates or other applicable documents. All past due invoices will accrue interest at the lesser of 1% per month or the maximum amount allowable by law.

2. EXTRAS - Equipment, parts or labor in addition to those specified in this Agreement will be provided upon receipt of Customer's written authorization, paid for as an extra at Carrier's prevailing labor rates and equipment/parts charges, and subject to the terms of this Agreement.

3. RETURNS - No items will be accepted for return without prior written authorization. Returned goods may be subject to a restocking charge. Special order and non-stock items cannot be returned.

4. SHIPMENT - All shipments shall be F.O.B. shipping point, freight prepaid and allowed to the job site. Shipment dates quoted are approximate. Carrier does not guarantee a particular date for shipment or delivery.

5. PARTIAL SHIPMENT - Carrier shall have the right to ship any portion of the equipment, goods or other materials included in this Agreement and invoice Customer for such partial shipment.

6. DELAYS - Carrier shall not be liable for delays in manufacturing, shipping or delivery by causes beyond the control and without the fault or negligence of Carrier, including but not restricted to acts of God, acts of a public enemy, acts of government, acts of terrorism, fires, floods, epidemics, quarantine restrictions, freight embargoes, supplier delays, strikes, or labor difficulties (collectively "Force Majeure Events"). Carrier agrees to notify Customer in writing as soon as practicable of the causes of such delay. In the event that any materials or equipment to be provided by Carrier under this Agreement become permanently unavailable as a result of a Force Majeure Event, Carrier shall be excused from furnishing such materials or equipment.

7. WARRANTY - Carrier warrants that all equipment manufactured by Carrier Corporation and all Carrier equipment, parts or components supplied hereunder will be free from defects in material and workmanship. Carrier shall at its option repair or replace, F.O.B. point of sale, any equipment, part or component sold by Carrier and determined to be defective within one (1) year from the date of initial operation or eighteen (18) months from date of shipment, whichever is earlier. Carrier does not warrant products not manufactured by Carrier Corporation, but it does pass on to Customer any transferrable manufacturer warranties for those products. Carrier warrants that all service provided by Carrier hereunder shall be performed in a workmanlike manner. In the event any such service is determined to be defective within ninety (90) days of completion of that service, Carrier shall at its option re-perform or issue a credit for such service. Carrier's obligation to repair or replace any defective equipment, parts or components during the warranty period shall be Customer's exclusive remedy. Carrier shall not be responsible for labor charges for removal or reinstallation of defective equipment, parts or components, for charges for transportation, handling and shipping or refrigerant loss, or for repairs or replacement of such equipment, parts or components, required as a consequence of faulty installation, misapplication, vandalism, abuse, exposure to chemicals, improper servicing, unauthorized alteration or improper operation by persons other than Carrier.

THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8. WORKING HOURS - All services performed under this Agreement, including but not limited to, major repairs, are to be provided during Carrier's normal working hours unless otherwise agreed.

9. CUSTOMER RESPONSIBILITIES (Service Contracts only) - Customer shall:

- Provide safe and reasonable equipment access and a safe work environment.
- Permit access to Customer's site, and use of building services including but not limited to: water, elevators, receiving dock facilities, electrical service and local telephone service.
- Keep areas adjacent to equipment free of extraneous material, move any stock, fixtures, walls or partitions that may be necessary to perform the specified service.
- Promptly notify Carrier of any unusual operating conditions.
- Upon agreement of a timely mutual schedule, allow Carrier to stop and start equipment necessary to perform service.
- Provide adequate water treatment.
- Provide the daily routine equipment operation (if not part of this Agreement) including availability of routine equipment log readings.
- Where Carrier's remote monitoring service is provided, provide and maintain a telephone line with long distance direct dial and answer capability.
- Operate the equipment properly and in accordance with instructions.
- Promptly address any issues that arise related to mold, fungi, mildew or bacteria.
- Identify and label any asbestos containing material that may be present. The customer will provide, in writing, prior to the start of a job, a signed statement regarding the absence or presence of asbestos for any job where the building or the equipment to be serviced is older than 1981. Should this document state that no asbestos is present, the customer will also provide in writing the method used to determine the absence of asbestos.

10. EXCLUSIONS - Carrier is not responsible for items not normally subject to mechanical maintenance including but not limited to: duct work, casings, cabinets, fixtures, structural supports, grillage, water piping, steam piping, drain piping, cooling tower fill, boiler tubes, boiler refractory, disconnect switches and circuit breakers. Carrier is not responsible for repairs, replacements, alterations, additions, adjustments, repairs by others, unscheduled calls or emergency calls, any of which may be necessitated by negligent operation, abuse, misuse, prior improper maintenance, vandalism, obsolescence, building system design, damage due to freezing weather, chemical/electrochemical attack, corrosion, erosion, deterioration due to unusual wear and tear, any damage related to the presence of mold, fungi, mildew, or bacteria, damage caused by power reductions or failures or any other cause beyond Carrier's control. Carrier shall not be required to perform tests, install any items of equipment or make modifications that may be recommended or directed by insurance companies, government, state, municipal or other authority. However, in the event any such recommendations occur, Carrier, at its option, may submit a proposal for Customer's consideration in addition to this Agreement. Carrier shall not be required to repair or replace equipment that has not been properly maintained.

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best of its ability, without any responsibility, or remove such equipment from this Agreement, adjusting the price accordingly.

12. PROPRIETARY RIGHTS - Carrier may elect to install, attach to Customer equipment, or provide portable devices (hardware and/or software) that shall remain the personal proprietary property of Carrier. No devices installed, attached to real property or portable device(s) shall become a fixture of the Customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices that are used in connection with providing service on Customer equipment.

13. DATA RIGHTS - Customer hereby grants and agrees to grant to Carrier a worldwide, non-exclusive, non-terminable, irrevocable, perpetual, paid-up, royalty free license to any Source Data, with the right to sub-license to its affiliates and suppliers for (i) Carrier's performance of services pursuant to this Agreement, (ii) the improvement of Carrier services, and Carrier's Analytics Platform; (iii) improving product performance, operation, reliability, and maintainability; (iv) to create, compile, and/or use datasets and/or statistics for the purposes of benchmarking, development of best practices, product improvement; (v) the provision of services to third parties, (vi) research, statistical, and marketing purposes, and/or (vii) in support of Carrier agreements.

Source Data – shall mean data that is produced directly from a system, or device and received at a collection point or a central server (e.g. a Carrier database, data lake, or third party cloud service).

Analytics Platform – shall mean server algorithms or web interface systems used to (i) interpret, convert, manipulate, or calculate data, (ii) perform data processing, and/or (iii) the delivery of data to Carrier, affiliates or suppliers of Carrier, and/or Customer.

14. RETURN OF DATA - Customer understands and acknowledges that the portable devices will collect Source Data that will be stored on and/or transmitted to Carrier's servers and to suppliers or affiliates that are contracted by Carrier and used to transmit, process, extract or store such Source Data for purposes of Carrier's performance of the service in accordance with this Agreement. Once such data and information has been stored and/or transmitted to Carrier's servers, Customer agrees that such data and information shall become part of Carrier's database and therefore subject to the license terms under section 13.

15. DATA DELIVERY - During the term of the Agreement Customer shall (i) make reasonable efforts to ensure that the hardware remains powered on, (ii) avoid intentional action to impede, block or throttle collection and transmission of Source Data by Carrier, and (iii) avoid intentional action to disable, turn off, or remove the hardware without Carrier's express written consent, which consent shall not be unreasonably withheld.

16. REVERSE ENGINEERING - Customer shall not extract, decompile or reverse engineer any software included with, incorporated in, or otherwise associated with the hardware and shall not reverse engineer any reports or analytics provided to or received by Customer from Carrier.

17. WAIVER OF DAMAGES - Under no circumstances shall Carrier be liable for any indirect, incidental, special or consequential damages, including loss of revenue or profit, loss of use of equipment or facilities, loss of data, or economic damages howsoever arising.

18. LIMITATION OF LIABILITY - Carrier's maximum liability for any reason (except for personal injuries) arising from this Agreement shall not exceed the value of the payments received by Carrier under this Agreement.

19. CANCELLATION - Customer may cancel this Agreement only with Carrier's prior written consent, and upon payment of reasonable cancellation charges. Such charges shall take into account costs and expenses incurred, and purchases or contract commitments made by Carrier and all other losses due to the cancellation including a reasonable profit.

20. CUSTOMER TERMINATION FOR CARRIER NON-PERFORMANCE - Customer shall have the right to terminate this Agreement for Carrier's non-performance provided Carrier fails to cure such non-performance within thirty (30) days after having been given prior written notice of the non-performance. Upon early termination or expiration of this Agreement, Carrier shall have free access to enter Customer locations to disconnect and remove any Carrier personal proprietary property or devices as well as remove any and all Carrier-owned parts, tools and personal property. Additionally, Customer agrees to pay Carrier for all incurred but unamortized service costs performed by Carrier including overheads and a reasonable profit.

21. CARRIER TERMINATION - Carrier reserves the right to discontinue its service any time payments have not been made as agreed or if alterations, additions or repairs are made to

equipment during the term of this Agreement by others without prior agreement between Customer and Carrier.

22. CLAIMS - Any lawsuits arising from the performance or nonperformance of this Agreement, whether based upon contract, negligence, strict liability or otherwise, shall be brought within one (1) year from the date the claim arose.

23. GOVERNMENT PROCUREMENTS - The components, equipment and services provided by Carrier are "commercial items" as defined in Section 2.101 of the Federal Acquisition Regulations ("FAR"), and the prices of such components, equipment and services are based on Carrier's commercial pricing policies and practices (which do not consider any special requirements of U.S. Government cost principles, FAR Part 31, or any similar procurement regulations). As such, Carrier will not agree to provide or certify cost or pricing data, nor will Carrier agree to comply with the Cost Accounting Standards (CAS). In addition, no government procurement regulations, such as FARs or DFARs, shall apply to this Agreement except those regulations expressly accepted in writing by Carrier.

24. HAZARDOUS MATERIALS - Carrier is not responsible for the identification, detection, abatement, encapsulating or removal of asbestos, products or materials containing asbestos, similar hazardous substances, or mold, fungi, mildew, or bacteria. If Carrier encounters any asbestos or other hazardous material while performing this Agreement, Carrier may suspend its work and remove its employees from the project, until such material and any hazards associated with it are abated. The time for Carrier's performance shall be extended accordingly, and Carrier shall be compensated for the delay.

25. WASTE DISPOSAL - Customer is wholly responsible for the removal and proper disposal of waste oil, refrigerant and any other material generated during the term of this Agreement.

26. SUPERSEDURE, ASSIGNMENT and MODIFICATION - This Agreement contains the complete and exclusive statement of the agreement between the parties and supersedes all previous or contemporaneous, oral or written, statements. Customer may assign this Agreement only with Carrier's prior written consent. No modification to this Agreement shall be binding unless in writing and signed by both parties. Orders shall be binding upon Carrier when accepted in writing by an authorized representative of Carrier. CARRIER'S ACCEPTANCE OF CUSTOMER'S ORDER IS CONDITIONED UPON CUSTOMER'S ACCEPTANCE OF THE TERMS AND CONDITIONS SET FORTH HEREIN (THIS "AGREEMENT") AND CUSTOMER'S AGREEMENT TO BE BOUND BY AND COMPLY WITH THIS AGREEMENT. THIS AGREEMENT AND ALL REFERENCED ATTACHMENTS CONSTITUTE THE ENTIRE AGREEMENT BETWEEN CARRIER AND CUSTOMER, AND NO AMENDMENT OR MODIFICATION SHALL BE BINDING ON CARRIER UNLESS SIGNED BY AN OFFICER OR AUTHORIZED EMPLOYEE OF CARRIER. THE FAILURE OF CARRIER TO OBJECT TO PROVISIONS CONTAINED IN ANY PURCHASE ORDER OR OTHER DOCUMENT OF CUSTOMER SHALL NOT BE CONSTRUED AS A WAIVER BY CARRIER OF THE TERMS IN THIS AGREEMENT OR AN ACCEPTANCE OF ANY OF CUSTOMER'S PROVISIONS. **ANY CONFLICTING OR ADDITIONAL TERMS OR CONDITIONS SET FORTH BY CUSTOMER IN A PURCHASE ORDER OR OTHER DOCUMENT SHALL NOT BE BINDING UPON CARRIER, AND CARRIER HEREBY EXPRESSLY OBJECTS THERETO.**

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27. CUSTOMER CONSENT - Customer consents and agrees that Carrier may, from time to time, publicize Carrier related projects with Customer, including the value of such projects, in all forms and media for advertising, trade, and any other lawful purposes.

28. FOR WORK BEING PERFORMED IN CALIFORNIA - Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

29. INTELLECTUAL PROPERTY – Notwithstanding anything to the contrary stated herein, Carrier retains ownership of its intellectual property and no license to Carrier's intellectual property is granted except as necessary for Customer to use any deliverables and/or services provided hereunder.

30. DATA PRIVACY – Carrier processes personal data in accordance with its privacy notice at Carrier.com or via the following link: https://www.carrier.com/carrier/en/worldwide/legal/privacy-notice. Each party will comply with applicable data privacy laws governing personal information collected and processed under this Agreement, including the California Consumer Privacy Act and the European General Data Protection Regulation, and take all reasonable commercial and legal steps to protect personal data. If Customer provides Carrier with personal data, Customer will ensure that it has the legal right to do so, including notifying the individuals whose personal data it provides to Carrier. If a party collects or processes personal data from California residents under this Agreement, such party is a "Service Provider" under the CCPA, and will not sell or exchange such personal data for anything of value.

31. FACTORY ACCEPTANCE TESTS AND INSPECTIONS – The nature and extent of factory acceptance tests or factory inspections, including without limitation, the number and identity of participants, locations visited, and activities undertaken, shall be limited to activities directly related to the performance of this Agreement. The tests or inspections will be subject to mutual agreement of the parties, Carrier policy and internal pre-approval requirements, and strictly comply with Customer's policies as well as all applicable laws and regulations including, without limitation, all applicable laws and regulations prohibiting corruption.

32. CHANGE ORDER / ADDITIONAL WORK / PRICE ADJUSTMENTS – Carrier will not perform additional work until such time as Carrier receives a change order, duly executed by each party, setting forth the scope and an agreed upon price for the additional work, as well as any appropriate adjustments to the delivery schedule. Additional work and/or materials supplied under any change order shall be subject to the terms of this Agreement. The price of services performed under this Agreement is subject to change due to increases in material costs related to tariffs, import duties, trade policy, epidemics, commodity or material costs, fuel surcharges, supplier costs, labor costs, or related impacts or market conditions. Such change shall come into effect on thirty (30) days' prior written notice from Carrier to Customer. The price of equipment supplied under this Agreement is subject to increase in accordance with the Producer Price Index (PPI) published by the U.S. Department of Labor Bureau of Labor Statistics (BLS) for commodity: PCU33341-33341 HVAC and Commercial Refrigeration Equipment. Price escalation will be calculated as (i) total Agreement price multiplied by (ii) the PPI on date of equipment delivery to end customer, divided by (iii) PPI on date of execution of the Agreement. Total Agreement price is not subject to decrease.

33. OCCUPATIONAL SAFETY AND HEALTH (Service Contracts Only) – Carrier and Customer agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act ("OSHA") relating in any way to the performance of work under this Agreement, the project or the job site.

34. ANTI-DISCRIMINATION POLICY – The Carrier Fostering a Respectful and Safe Work Environment policy is incorporated into these terms via this link:

https://www.carrier.com/commercial/en/us/media/carrier-anti-discrimination-harassment-policy-02192021_tcm199-109848.pdf.

35. EQUIPMENT RENTALS – If all or a portion of this Agreement is for equipment rental, the Carrier Rental Systems Master Terms and Conditions – Rental, available at

https://www.carrier.com/rentals/en/us/rental-equipment/rental-forms/,

shall apply to the rental equipment.

36. STATE CONTRACTOR LICENSE NUMBERS – A list of Carrier's state contractor license, certificate, and registration numbers, which list is incorporated herein, is available via this link: https://www.carrier.com/commercial/en/us/service/contractor-licenses.

37. ADDITIONAL TERMS AND CONDITIONS - CANNABIS INDUSTRY - If Customer is involved in the cannabis industry in the US as a manufacturer, distributor, or otherwise, the additional terms and conditions available at https://www.carrier.com/commercial/en/us/legal/additional-terms, which are incorporated herein, shall apply.

38. ADDITIONAL TERMS AND CONDITIONS – ABOUND – If this Agreement includes a subscription to the Abound platform, then the additional terms and conditions of the Abound Master SaaS Subscription Agreement available at https://abound.carrier.com/saas-agreement which are incorporated herein, shall apply.

BLUEDGE

Carrier® Commercial Service HVAC Maintenance Plan

Core



Prepared For:

Williamson County Facilities Management

For Service At:

North and South Jail
508 S Rock Georgetown, TX 78626-5604

SOURCEWELL contract 070121-CAR

March 21, 2023

Carrier

Over 100 years of innovation

carrier.com/service

Quote #00737631
Williamson County Facilities Mgmt



Carrier® Commercial Service

Proposed Maintenance Plan

Thank you for considering Carrier for your mechanical HVAC service. As a leading expert in the industry, we have carefully considered your unique needs in putting together this proposal. The specific details of this plan will be outlined in the following pages of this packet, but here is a summary for your convenience.

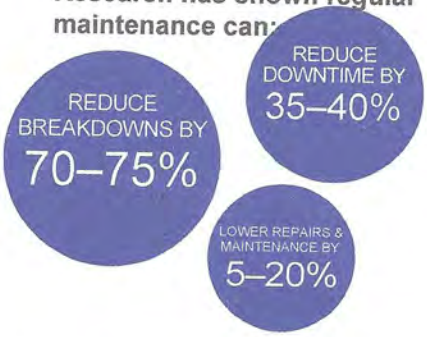
Service Plan Level:	Carrier Core
Agreement Term:	April 01,2023 through September 30, 2024
Location Address:	508 S Rock St, Georgetown, TX 78626-5604

Equipment Summary:

Type	Quantity
Air-Cooled Chiller	5

Impact

Research has shown regular maintenance can:



Source FEMP O&M Guide – July 2004

Benefits

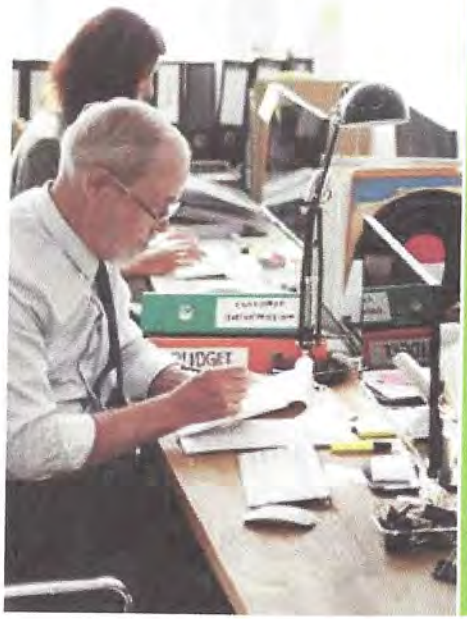
Safeguarding your equipment by choosing Carrier brings the security of having forged a true partnership with the HVAC industry's foremost servicing and technology leader. We have access to the most advanced technical service tools and engineering resources. By partnering with us we are confident you can experience many benefits such as:

- *Prolonged equipment life*
- *Maximum energy savings*
- *Increased comfort*
- *Lower operating costs*

If you require any additional information about the scope of work and details contained in this proposal, please do not hesitate to contact me. Again, Carrier would like to thank you for the continuing opportunity to be of service.

Sincerely,

Dave Holmes



Quote #00737631
Williamson County Facilities Mgmt - MAINTENANCE PLAN



Your Carrier® Team

We are pleased to provide you with a first-class team dedicated to meeting your scheduled and unscheduled service needs. Here is an introduction to the Carrier® team that will be serving you.

Name	Title	Email
Dave Holmes	Service Sales Representative	dave.holmes@carrier.com
Kristy Kemper	Service Manager	kristy.kemper@carrier.com

Our Commitment to You

Carrier Commercial Service commits to providing you the best service in the industry. Here are just a few of the ways we strive to earn the title of expert.

24/7 Support – We know your equipment has no predictable timetable. That is why we have teams of experts standing by to assist you at any hour of the day or night.

Certified Technicians – Our technicians are certified as Carrier Specialists or Masters – through our progressive Tech360 Certification Program – and thoroughly tested to our exacting standards.

Systems Expertise – At Carrier, we don't just change filters – we provide a complete spectrum of services to meet your diverse HVAC needs. Scheduled maintenance, emergency repairs, remote diagnostics and analytics, equipment replacement and modernization are just a few of the services we can provide. As the servicing entity of Carrier, we have access to the latest engineering advancements and the most advanced technical servicing tools.

Standard Work Procedures – Our Achieving Competitive Excellence (ACE) operating system brings you standardized solutions, no guesswork, and no variables. We focus on quality, efficiency and consistency at your jobsite and in all our day-to-day business practices

Environmental Health and Safety (EH&S) – We support a multi-faceted EH&S management system which ensures a focused approach to safety every day. On all levels, we adhere to the most stringent safety standards, which translates to safety on your job site.

24/7 SUPPORT & SERVICE
1-800-379-6484
WWW.CARRIER.COM/COMMERCIAL



Equipment Summary

The following equipment is covered in the Carrier Core HVAC maintenance plan.

DESCRIPTION	MFR.	MODEL	SERIAL NUMBER	LOCATION
Carrier Air-Cooled Chiller 30RB	Carrier	30RB-1506--0G0-L	5010Q75168	Ground Pad
Carrier Air-Cooled Chiller 30RB	Carrier	30RB-1506--HG07L	4711Q76744	Ground Pad
Carrier Air-Cooled Chiller 30RAP	Carrier	30RAP1156D-0D3J4	2716Q84364	Ground Pad
Carrier Air-Cooled Chiller 30RB	Carrier	30RBX11065-L---3	3016Q84495	Ground Pad
Carrier Air-Cooled Chiller 30RB	Carrier	30RBX11065-L---3	3016Q84496	Ground Pad



General Services Included

Operating Inspection

An Operating Inspection shall include specific tasks and recommended frequencies for each equipment type. Each inspection will be used to ensure a consistent and thorough review of the covered equipment. Parts, oil, lubricants, and materials (refrigerant is a separate item herein) are included as required items to perform the Operating Inspection tasks/actions as indicated in the Service Agreement.

Annual Preventive Maintenance (PM)

Annual Preventive Maintenance is defined as pre-scheduled recurring preventive maintenance actions, which is to be performed once a year or as recommended by the equipment manufacturer. This annual maintenance is designed to maintain the machine at factory standards and prepare the equipment for effective, reliable, and efficient operation. Items such as gaskets, filters, O-rings, oil, lubricants, and materials (refrigerant is a separate item herein) are included on an as required basis to perform the Annual Preventive Maintenance tasks/actions indicated in the Service Agreement.

Coil Cleaning

If applicable, the coils indicated on the Service Agreement herein are to be cleaned at the interval(s) indicated. Coil cleaning consists of cleaning the air-side surface of the coil to remove any airborne particles and dirt build-up using either brush cleaning, high-pressure air, chemicals with low-pressure wash or high-pressure chemical spray at Carrier's discretion based on coil accessibility or if specified under separate cover.



Detailed Description of Work

In this section, detailed action items for each piece of equipment are presented. All work is done according to manufacturers' recommendations and with the utmost attention to detail.

Carrier model 30RA, 30RB Air-Cooled Chillers

Quantity	5
S/N	5010Q75168, 4711Q76744, 2716Q84364,3016Q84495, 3016Q84496
Location	Ground level pad
Description	Carrier Air-Cooled Chiller 30RA, 30RB



	Frequency of services	
	Yr1	Yr2
Operating Inspection	2	3
Annual PM	1	1
Condenser Coil Cleaning	1	1
Leak test	2	4

Operating Inspection

- Report to customer upon arrival
- Check general operating condition
- Log operational parameters
- Inspect condenser coil condition
- Check refrigerant charge
- Check condenser fan motors, fan props
- Check electrical connections
- Check compressor oil levels
- Check for proper water flow
- Check compressor motor currents
- Check alarm history
- Report to customer upon departure and obtain signature, report abnormalities found



Detailed Description of Work

Annual PM

- In addition to performing all operational tasks:
  - Clean condenser coils
  - Take oil samples for analysis, provide lab report
  - Check accuracy of thermistors
  - Check accuracy of transducers
  - Check refrigerant filter driers for excessive pressure drop
  - Check chilled water flow switch operation
  - Check cooler heater operation
  - Report to customer upon departure and obtain signature
  - Report any abnormalities found



Carrier® Service Agreement

Shantil Moore
Williamson County Facilities Mgmt
North/South Jail
508 S Rock St
Georgetown, TX 78626-5604

Quote #: 00737631

Submitted By: Dave Holmes

Date: 03/21/2023

Service Plan

Carrier Core as defined in General Services section.

Agreement Term

This Agreement shall become effective upon **04/01/2023** and shall continue through **9/30/2024.** Either party may terminate this agreement as outlined in the Terms and Conditions.

Agreement Price

Total agreement price is for Two (2) years, payable per inspection.

Agreement price per Operational Inspection (4 ea.): $3000.00

Agreement price Annual Inspection (2 ea.): $7,500.00

Total agreement price: **$27,000.00**

This proposal is valid for 30 days from the date of proposal. Sourcewell terms and conditions will govern in lieu of any other terms and conditions contained in any resulting Purchase, Order, Contract, Agreement, etc.

Acceptance and Approval

This contract will become binding upon signature by Customer and signature by a Carrier representative. The undersigned acknowledges and agrees by its signature that the Scope of Service, and any amendment or addenda prepared by Carrier with respect thereto, constitutes the entire Agreement.

Customer Acceptance (typed/printed name)	Carrier Acceptance (typed/printed name)
Title	Title
Customer Acceptance (signature)	Carrier Acceptance (signature)
Date	Date



Carrier® Terms and Conditions

1. PAYMENT AND TAXES - Payment shall be made net 30 days from date of invoice. Carrier reserves the right to require cash payment or other alternative method of payment prior to shipment or completion of work if Carrier determines, in its sole discretion, that Customer or Customer's assignee's financial condition at any time does not justify continuance of the net 30 days payment term. In addition to the price, Customer shall pay Carrier any taxes or government charges arising from this Agreement. If Customer claims that any such taxes or government charges do not apply to the transactions governed by this Agreement, Customer shall provide Carrier with acceptable tax exemption certificates or other applicable documents. All past due invoices will accrue interest at the lesser of 1% per month or the maximum amount allowable by law.

2. EXTRAS - Equipment, parts or labor in addition to those specified in this Agreement will be provided upon receipt of Customer's written authorization, paid for as an extra at Carrier's prevailing labor rates and equipment/parts charges, and subject to the terms of this Agreement.

3. RETURNS - No items will be accepted for return without prior written authorization. Returned goods may be subject to a restocking charge. Special order and non-stock items cannot be returned.

4. SHIPMENT - All shipments shall be F.O.B. shipping point, freight prepaid and allowed to the job site. Shipment dates quoted are approximate. Carrier does not guarantee a particular date for shipment or delivery.

5. PARTIAL SHIPMENT - Carrier shall have the right to ship any portion of the equipment, goods or other materials included in this Agreement and invoice Customer for such partial shipment.

6. DELAYS - Carrier shall not be liable for delays in manufacturing, shipping or delivery by causes beyond the control and without the fault or negligence of Carrier, including but not restricted to acts of God, acts of a public enemy, acts of government, acts of terrorism, fires, floods, epidemics, quarantine restrictions, freight embargoes, supplier delays, strikes, or labor difficulties (collectively "Force Majeure Events"). Carrier agrees to notify Customer in writing as soon as practicable of the causes of such delay. In the event that any materials or equipment to be provided by Carrier under this Agreement become permanently unavailable as a result of a Force Majeure Event, Carrier shall be excused from furnishing such materials or equipment.

7. WARRANTY - Carrier warrants that all equipment manufactured by Carrier Corporation and all Carrier equipment, parts or components supplied hereunder will be free from defects in material and workmanship. Carrier shall at its option repair or replace, F.O.B. point of sale, any equipment, part or component sold by Carrier and determined to be defective within one (1) year from the date of initial operation or eighteen (18) months from date of shipment, whichever is earlier. Carrier does not warrant products not manufactured by Carrier Corporation, but it does pass on to Customer any transferrable manufacturer warranties for those products. Carrier warrants that all service provided by Carrier hereunder shall be performed in a workmanlike manner. In the event any such service is determined to be defective within ninety (90) days of completion of that service, Carrier shall at its option re-perform or issue a credit for such service. Carrier's obligation to repair or replace any defective equipment, parts or components during the warranty period shall be Customer's exclusive remedy. Carrier shall not be responsible for labor charges for removal or reinstallation of defective equipment, parts or components, for charges for transportation, handling and shipping or refrigerant loss, or for repairs or replacement of such equipment, parts or components, required as a consequence of faulty installation, misapplication, vandalism, abuse, exposure to chemicals, improper servicing, unauthorized alteration or improper operation by persons other than Carrier.

THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8. WORKING HOURS - All services performed under this Agreement, including but not limited to, major repairs, are to be provided during Carrier's normal working hours unless otherwise agreed.

9. CUSTOMER RESPONSIBILITIES (Service Contracts only) - Customer shall:

- Provide safe and reasonable equipment access and a safe work environment.
- Permit access to Customer's site, and use of building services including but not limited to: water, elevators, receiving dock facilities, electrical service and local telephone service.
- Keep areas adjacent to equipment free of extraneous material, move any stock, fixtures, walls or partitions that may be necessary to perform the specified service.
- Promptly notify Carrier of any unusual operating conditions.
- Upon agreement of a timely mutual schedule, allow Carrier to stop and start equipment necessary to perform service.
- Provide adequate water treatment.
- Provide the daily routine equipment operation (if not part of this Agreement) including availability of routine equipment log readings.
- Where Carrier's remote monitoring service is provided, provide and maintain a telephone line with long distance direct dial and answer capability.
- Operate the equipment properly and in accordance with instructions.
- Promptly address any issues that arise related to mold, fungi, mildew or bacteria.
- Identify and label any asbestos containing material that may be present. The customer will provide, in writing, prior to the start of a job, a signed statement regarding the absence or presence of asbestos for any job where the building or the equipment to be serviced is older than 1981. Should this document state that no asbestos is present, the customer will also provide in writing the method used to determine the absence of asbestos.

10. EXCLUSIONS - Carrier is not responsible for items not normally subject to mechanical maintenance including but not limited to: duct work, casings, cabinets, fixtures, structural supports, grillage, water piping, steam piping, drain piping, cooling tower fill, boiler tubes, boiler refractory, disconnect switches and circuit breakers. Carrier is not responsible for repairs, replacements, alterations, additions, adjustments, repairs by others, unscheduled calls or emergency calls, any of which may be necessitated by negligent operation, abuse, misuse, prior improper maintenance, vandalism, obsolescence, building system design, damage due to freezing weather, chemical/electrochemical attack, corrosion, erosion, deterioration due to unusual wear and tear, any damage related to the presence of mold, fungi, mildew, or bacteria, damage caused by power reductions or failures or any other cause beyond Carrier's control. Carrier shall not be required to perform tests, install any items of equipment or make modifications that may be recommended or directed by insurance companies, government, state, municipal or other authority. However, in the event any such recommendations occur, Carrier, at its option, may submit a proposal for Customer's consideration in addition to this Agreement. Carrier shall not be required to repair or replace equipment that has not been properly maintained.

11. EQUIPMENT CONDITION & RECOMMENDED SERVICE (Service Contracts only) - Upon the initial scheduled operating and/or initial annual stop inspection, should Carrier determine the need for repairs or replacement, Carrier will provide Customer in writing an 'equipment condition' report including recommendations for corrections and the price for repairs in addition to this Agreement. In the event Carrier recommends certain services (that are not included herein or upon initial inspection) and if Customer does not elect to have such services properly performed in a timely fashion, Carrier shall not be responsible for any equipment or control failures, operability or any long-term damage that may result. Carrier at its option will either continue to maintain equipment and/or controls to the

Quote #00737631
Williamson County Facilities Mgmt - MAINTENANCE PLAN



best of its ability, without any responsibility, or remove such equipment from this Agreement, adjusting the price accordingly.

12. PROPRIETARY RIGHTS - Carrier may elect to install, attach to Customer equipment, or provide portable devices (hardware and/or software) that shall remain the personal proprietary property of Carrier. No devices installed, attached to real property or portable device(s) shall become a fixture of the Customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices that are used in connection with providing service on Customer equipment.

13. DATA RIGHTS - Customer hereby grants and agrees to grant to Carrier a worldwide, non-exclusive, non-terminable, irrevocable, perpetual, paid-up, royalty free license to any Source Data, with the right to sub-license to its affiliates and suppliers for (i) Carrier's performance of services pursuant to this Agreement, (ii) the improvement of Carrier services, and Carrier's Analytics Platform; (iii) improving product performance, operation, reliability, and maintainability; (iv) to create, compile, and/or use datasets and/or statistics for the purposes of benchmarking, development of best practices, product improvement; (v) the provision of services to third parties, (vi) research, statistical, and marketing purposes, and/or (vii) in support of Carrier agreements.

Source Data – shall mean data that is produced directly from a system, or device and received at a collection point or a central server (e.g. a Carrier database, data lake, or third party cloud service).

Analytics Platform – shall mean server algorithms or web interface systems used to (i) interpret, convert, manipulate, or calculate data, (ii) perform data processing, and/or (iii) the delivery of data to Carrier, affiliates or suppliers of Carrier, and/or Customer.

14. RETURN OF DATA - Customer understands and acknowledges that the portable devices will collect Source Data that will be stored on and/or transmitted to Carrier's servers and to suppliers or affiliates that are contracted by Carrier and used to transmit, process, extract or store such Source Data for purposes of Carrier's performance of the service in accordance with this Agreement. Once such data and information has been stored and/or transmitted to Carrier's servers, Customer agrees that such data and information shall become part of Carrier's database and therefore subject to the license terms under section 13.

15. DATA DELIVERY - During the term of the Agreement Customer shall (i) make reasonable efforts to ensure that the hardware remains powered on, (ii) avoid intentional action to impede, block or throttle collection and transmission of Source Data by Carrier, and (iii) avoid intentional action to disable, turn off, or remove the hardware without Carrier's express written consent, which consent shall not be unreasonably withheld.

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24. HAZARDOUS MATERIALS - Carrier is not responsible for the identification, detection, abatement, encapsulating or removal of asbestos, products or materials containing asbestos, similar hazardous substances, or mold, fungi, mildew, or bacteria. If Carrier encounters any asbestos or other hazardous material while performing this Agreement, Carrier may suspend its work and remove its employees from the project, until such material and any hazards associated with it are abated. The time for Carrier's performance shall be extended accordingly, and Carrier shall be compensated for the delay.

25. WASTE DISPOSAL - Customer is wholly responsible for the removal and proper disposal of waste oil, refrigerant and any other material generated during the term of this Agreement.

26. SUPERSEDURE, ASSIGNMENT and MODIFICATION - This Agreement contains the complete and exclusive statement of the agreement between the parties and supersedes all previous or contemporaneous, oral or written, statements. Customer may assign this Agreement only with Carrier's prior written consent. No modification to this Agreement shall be binding unless in writing and signed by both parties. Orders shall be binding upon Carrier when accepted in writing by an authorized representative of Carrier. CARRIER'S ACCEPTANCE OF CUSTOMER'S ORDER IS CONDITIONED UPON CUSTOMER'S ACCEPTANCE OF THE TERMS AND CONDITIONS SET FORTH HEREIN (THIS "AGREEMENT") AND CUSTOMER'S AGREEMENT TO BE BOUND BY AND COMPLY WITH THIS AGREEMENT. THIS AGREEMENT AND ALL REFERENCED ATTACHMENTS CONSTITUTE THE ENTIRE AGREEMENT BETWEEN CARRIER AND CUSTOMER, AND NO AMENDMENT OR MODIFICATION SHALL BE BINDING ON CARRIER UNLESS SIGNED BY AN OFFICER OR AUTHORIZED EMPLOYEE OF CARRIER. THE FAILURE OF CARRIER TO OBJECT TO PROVISIONS CONTAINED IN ANY PURCHASE ORDER OR OTHER DOCUMENT OF CUSTOMER SHALL NOT BE CONSTRUED AS A WAIVER BY CARRIER OF THE TERMS IN THIS AGREEMENT OR AN ACCEPTANCE OF ANY OF CUSTOMER'S PROVISIONS. **ANY CONFLICTING OR ADDITIONAL TERMS OR CONDITIONS SET FORTH BY CUSTOMER IN A PURCHASE ORDER OR OTHER DOCUMENT SHALL NOT BE BINDING UPON CARRIER, AND CARRIER HEREBY EXPRESSLY OBJECTS THERETO.**

Quote #00737631
Williamson County Facilities Maint. - MAINTENANCE PLAN



27. CUSTOMER CONSENT - Customer consents and agrees that Carrier may, from time to time, publicize Carrier related projects with Customer, including the value of such projects, in all forms and media for advertising, trade, and any other lawful purposes.

28. FOR WORK BEING PERFORMED IN CALIFORNIA - Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

29. INTELLECTUAL PROPERTY – Notwithstanding anything to the contrary stated herein, Carrier retains ownership of its intellectual property and no license to Carrier's intellectual property is granted except as necessary for Customer to use any deliverables and/or services provided hereunder.

30. DATA PRIVACY – Carrier processes personal data in accordance with its privacy notice at Carrier.com or via the following link: https://www.carrier.com/carrier/en/worldwide/legal/privacy-notice. Each party will comply with applicable data privacy laws governing personal information collected and processed under this Agreement, including the California Consumer Privacy Act and the European General Data Protection Regulation, and take all reasonable commercial and legal steps to protect personal data. If Customer provides Carrier with personal data, Customer will ensure that it has the legal right to do so, including notifying the individuals whose personal data it provides to Carrier. If a party collects or processes personal data from California residents under this Agreement, such party is a "Service Provider" under the CCPA, and will not sell or exchange such personal data for anything of value.

31. FACTORY ACCEPTANCE TESTS AND INSPECTIONS – The nature and extent of factory acceptance tests or factory inspections, including without limitation, the number and identity of participants, locations visited, and activities undertaken, shall be limited to activities directly related to the performance of this Agreement. The tests or inspections will be subject to mutual agreement of the parties, Carrier policy and internal pre-approval requirements, and strictly comply with Customer's policies as well as all applicable laws and regulations including, without limitation, all applicable laws and regulations prohibiting corruption.

32. CHANGE ORDER / ADDITIONAL WORK / PRICE ADJUSTMENTS – Carrier will not perform additional work until such time as Carrier receives a change order, duly executed by each party, setting forth the scope and an agreed upon price for the additional work, as well as any appropriate adjustments to the delivery schedule. Additional work and/or materials supplied under any change order shall be subject to the terms of this Agreement. The price of services performed under this Agreement is subject to change due to increases in material costs related to tariffs, import duties, trade policy, epidemics, commodity or material costs, fuel surcharges, supplier costs, labor costs, or related impacts or market conditions. Such change shall come into effect on thirty (30) days' prior written notice from Carrier to Customer. The price of equipment supplied under this Agreement is subject to increase in accordance with the Producer Price Index (PPI) published by the U.S. Department of Labor Bureau of Labor Statistics (BLS) for commodity: PCU33341-33341 HVAC and Commercial Refrigeration Equipment. Price escalation will be calculated as (i) total Agreement price multiplied by (ii) the PPI on date of equipment delivery to end customer, divided by (iii) PPI on date of execution of the Agreement. Total Agreement price is not subject to decrease.

33. OCCUPATIONAL SAFETY AND HEALTH (Service Contracts Only) – Carrier and Customer agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act ("OSHA") relating in any way to the performance of work under this Agreement, the project or the job site.

34. ANTI-DISCRIMINATION POLICY – The Carrier Fostering a Respectful and Safe Work Environment policy is incorporated into these terms via this link:

https://www.carrier.com/commercial/en/us/media/carrier-anti-discrimination-harassment-policy-02192021_tcm199-109848.pdf.

35. EQUIPMENT RENTALS – If all or a portion of this Agreement is for equipment rental, the Carrier Rental Systems Master Terms and Conditions – Rental, available at

https://www.carrier.com/rentals/en/us/rental-equipment/rental-forms/,

shall apply to the rental equipment.

36. STATE CONTRACTOR LICENSE NUMBERS – A list of Carrier's state contractor license, certificate, and registration numbers, which list is incorporated herein, is available via this link: https://www.carrier.com/commercial/en/us/service/contractor-licenses.

37. ADDITIONAL TERMS AND CONDITIONS - CANNABIS INDUSTRY - If Customer is involved in the cannabis industry in the US as a manufacturer, distributor, or otherwise, the additional terms and conditions available at https://www.carrier.com/commercial/en/us/legal/additional-terms, which are incorporated herein, shall apply.

38. ADDITIONAL TERMS AND CONDITIONS – ABOUND – If this Agreement includes a subscription to the Abound platform, then the additional terms and conditions of the Abound Master SaaS Subscription Agreement available at https://abound.carrier.com/saas-agreement which are incorporated herein, shall apply.

Quote #00737631
Williamson County Facilities Mgmt – MAINTENANCE PLAN

Attachment B:
FY 23 & FY24 – WILLIAMSON COUNTY –
FACILITIES, EQUIPMENT LIST, COMPENSATION AND FEES

Respondent Name: Carrier Corporation

Quarterly, and annual inspections; Chiller locations; and Unit Price Bidding Sheet: Williamson County reserves the option to add facilities/generators to this Contract that are similar in scope, at the contract rates. The facilities are listed as follows:

#	Facility Name Address Make Model/Serial #; Manufacture Date; Manufacture	FY 23 Quarterly Chiller Maintenance Cost*	FY 23 Quarterly & Annual Maintenance Cost**	FY 24 Quarterly Chiller Maintenance Cost*	FY 24 Quarterly & Annual Maintenance Cost**
~~1.~~	~~**Justice Center**~~ ~~405 MLK, Georgetown~~ ~~Air Cooled Chiller #1~~ ~~Model RTAC1704~~ ~~Serial: U03M03284~~ ~~Manufacture Date: 12/16/2003~~ ~~Manufacture: Trane~~				
~~2.~~	~~**Justice Center**~~ ~~405 MLK, Georgetown~~ ~~Air Cooled Chiller #2~~ ~~Model RTAC1704~~ ~~Serial: U03M03283~~ ~~Manufacture Date: 12/16/2003~~ ~~Manufacture: Trane~~				
3.	**Justice Center** 405 MLK, Georgetown Air Cooled Chiller #1 Model 30RBB1506 – HG07L Serial: 4711Q76746 Manufacture: Carrier	$600.00	$1,500.00	$600.00	$1,500.00
4.	**Justice Center** 405 MLK, Georgetown Air Cooled Chiller #2 Model 30RBD1506 – HG-7K Serial: 3412Q7791 Manufacture: Carrier	$600.00	$1,500.00	$600.00	$1,500.00
5.	**Emergency Services Operations Center** 911 Tracy Chambers Lane, Georgetown Air Cooled Chiller #1 Model 30RBF10064 – LL3GC Serial: 4619Q0122 Manufacture: Carrier	$600.00	$1,500.00	$600.00	$1,500.00
6.	**Emergency Services Operations Center** 911 Tracy Chambers Lane, Georgetown Air Cooled Chiller #2 Model 30RBF10064 – LL3GC Serial:4619Q0114 Manufacture Date: Manufacture: Carrier	$600.00	$1,500.00	$600.00	$1,500.00
7.	**Cedar Park Annex** 350 Discovery Blvd, Cedar Park Air Cooled Chiller #1 Model 30RBF10064 – LLG33 Serial: 2019Q89370 Manufacture: Carrier	$600.00	$1,500.00	$600.00	$1,500.00

Attachment B:
FY 23 & FY24 – WILLIAMSON COUNTY –
FACILITIES, EQUIPMENT LIST, COMPENSATION AND FEES

#	Facility Name Address Make Model/Serial #, KW, Fuel Type	FY 23 Quarterly Chiller Maintenance Cost*	FY 23 Quarterly & Annual Maintenance Cost**	FY 24 Quarterly Chiller Maintenance Cost*	FY 24 Quarterly & Annual Maintenance Cost**
8.	**North Jail** 508 Rock St, Georgetown Air Cool Chiller #1 Model: 30RAP1156DBD0DJ34 Serial: 2716Q84364 Manufacture: Carrier	$600.00	$1,500.00	$600.00	$1,500.00
9.	**North Jail** 508 Rock St, Georgetown Air Cooled Chiller #2 Model: 30RBF11065 Serial: 3016Q84495 Manufacture: Carrier	$600.00	$1,500.00	$600.00	$1,500.00
10.	**North Jail** 508 Rock St, Georgetown Air Cooled Chiller #3 Model: 30RBF11065 Serial: 3016Q84496 Manufacture: Carrier	$600.00	$1,500.00	$600.00	$1,500.00
11.	**South Jail** 508 Rock St, Georgetown Air Cooled Chiller #1 Model: 30RBB1506 – OGO-L Serial: 5010Q75168 Manufacture: Carrier	$600.00	$1,500.00	$600.00	$1,500.00
12.	**South Jail** 508 Rock St, Georgetown Air Cooled Chiller #2 Model: 30RBB1506 – HG07L Serial: 4711Q76744 Manufacture: Carrier	$600.00	$1,500.00	$600.00	$1,500.00

CHILLER RENTAL RATES – As Needed***

Temporary Air-Cooled Chillers Size	Weekly	Monthly
000 – 100 Ton	Preferred account pricing: 10% discount applies to all rental chiller equipment pricing	
101 – 250 Ton		
251 – 500 Ton		
501 – 750 Ton		
751 – 1000 Ton		
1001 – 1250 Ton		
1251 – 1500 Ton		

Cables	Weekly	Monthly

Additional Hose/Piping – 50 ft.	10% discount	$

ADDITIONAL SERVICES – Labor and Material for Remedial Repairs*

Labor – Remedial Repairs:

Hourly Labor Rate for contracted services – The following prices are for services that are not included in the quarterly or annual inspections preventative maintenance services of chillers but would be incurred as a result of unusual circumstances requiring additional parts, components, materials, and labor.

Personnel Level	Rate – FY 23	Rate – FY 24
1. Chiller Technician – HVAC Master		
a. Regular Hours – 7:30 am – 4:30 pm	$155.00	$160
b. After Regular Hours – 4:31 pm – 7:29 am	$232.50	$240.00
c. Saturday	$232.50	$240.00
d. Sunday or County approved Holidays	$310.00	$320.00
2. Chiller Technician – HVAC Helper		
a. Regular Hours – 7:30 am – 4:30 pm	$155.00	$160.00
b. After Regular Hours – 4:31 pm – 7:29 am	$232.50	$240.00
c. Saturday	$232.50	$240.00
d. Sunday or County approved Holidays	$310.00	$320.00
3. Emergency Response on Weekends or Approved Holidays		
a. Saturday - Chiller Technician - HVAC Master	$232.50	$240.00
b. Saturday - Chiller Technician – HVAC Helper	$232.50	$240.00
c. Sunday or County approved Holidays	$310.00	$320.00

Materials – Remedial Repairs:

Materials not covered under quarterly, annual or triennial inspections:

- Contractor shall invoice at cost plus / less ___percent. County retains right to audit all equipment invoices.
- NOTE: Per Sourcewell contract, material mark-up shall not exceed 1.3

Attachment B:
FY 23 & FY24 – WILLIAMSON COUNTY –
FACILITIES, EQUIPMENT LIST, COMPENSATION AND FEES
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Commissioners Court - Regular Session **26.**

Meeting Date: 05/02/2023

Approval of Services Contract for Asbestos Survey and Consulting Services for Old DPS

Submitted For: Joy Simonton **Submitted By:** Stephanie Robles, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the Services Contract #2023193 for asbestos survey and consulting services on the Old DPS at 516 Pine Street, Georgetown, TX 78626 and the Historic Jail at 102 West Third Street and 312 South Main Street, Georgetown, TX 78626 by Separation Systems Consultants, Inc., in the not-to-exceed amount of twenty-nine thousand two hundred and eleven dollars ($29,211.00) via TIPS coop contract #200601 and authorizing the execution of this contract. Funding sources are P610 and 445P.

Background

Facilities Management submitted requisition #131399 for asbestos surveying, reporting, abatement, oversight and monitoring and closeout report for the Old DPS Building Remodel in the amount of $12,159.00. Also, requisition # 131461 for the same services for Williamson County Historic Jail in the amount of $17.052.00. TIPS cooperative has verified both proposals. Legal, Contract Audit and Auditors have approved this contract. Funding Sources are P610 and 445P. The point of contact is Wendy Danzoy.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Service Contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	04/24/2023 03:27 PM
Purchasing (Originator)	Joy Simonton	04/26/2023 07:26 PM
County Judge Exec Asst.	Becky Pruitt	04/27/2023 09:10 AM
Form Started By: Stephanie Robles		Started On: 04/24/2023 11:54 AM
Final Approval Date: 04/27/2023		

WILLIAMSON COUNTY
SERVICES CONTRACT

(Separation Systems Consultants, Inc.**)**

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasicontractual terms are subject to the extent authorized by Texas law, including but not limited to the Texas Constitution, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

THIS SERVICES CONTRACT (hereinafter "Contract") is made and entered into by and between **Williamson County, Texas** ("County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Separation Systems Consultants, Inc.** (hereinafter "Service Provider"), both of which are referred to herein as the parties. The County agrees to engage Service Provider as an independent contractor, to provide certain services pursuant to the following terms, conditions, and restrictions:

I.

Services: Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he, she or it is not an employee of the County. The services include but are not limited to the services and work described in the attached Quote(s)/Proposal(s) being marked as **Exhibit "A,"** which is incorporated herein to the extent the Quote(s)/Proposal(s) meets or exceeds the requirements of County's solicitation, if applicable.

Should the County choose to add services in addition to those described in **Exhibit "A"**, such additional services shall be described in a separate written amendment to this Contract wherein the additional services shall be described and the parties shall set forth the amount of compensation to be paid by the County for the additional services. Service Provider shall not begin any additional services and the County shall not be obligated to pay for any additional services unless a written amendment to this Contract has been signed by both parties.

Service Provider represents that Service Provider (including Service Provider's agents, employees, volunteers, and subcontractors, as applicable) possess all certifications, licenses, inspections, and permits required by law to carry out the services and work described in **Exhibit "A."** The Service Provider shall, upon written (including electronic) request, provide proof of valid licensure.

II.

Effective Date and Term: This Contract shall be in full force and effect as of the date

of the last party's execution below and shall continue until December 31, 2024, or when terminated pursuant to this Contract, whichever event occurs first.

III.

Consideration and Compensation: Service Provider will be compensated based on a fixed sum as set out in **Exhibit "A"** upon final completion of the services as determined by County. The not-to-exceed amount under this Contract is Twenty-Nine Thousand Two Hundred and Eleven Dollars ($29,211.00), unless amended by a change order and approved by Williamson County Commissioners Court.

Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date the County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by the County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of the County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

The County is a political subdivision under the laws of the State of Texas and claims exemption from sales and use taxes. The County agrees to provide exemption certificates to Service Provider upon request.

IV.

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

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

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

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

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

COVERAGE	PER PERSON	PER OCCURRENCE
Bodily injury (including death)	$1,000,000	$1,000,000
Property damage	$1,000,000	$1,000,000
Aggregate policy limits		No aggregate limit

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

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

V.

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

VI.

INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES'

GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE SERVICE PROVIDER, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. SERVICE PROVIDER HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

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

VII.

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

VIII.

Compliance With All Laws: Service Provider agrees and will comply with any and all local, state or federal requirements with respect to the services rendered. Any alterations, additions, or deletions to the terms of the Contract that are required by changes in federal, state or local law or regulations are automatically incorporated into the Contract without written amendment hereto, and shall become effective on the date designed by such law or by regulation.

IX.

Termination: This Contract may be terminated at any time at the option of either party, without future or prospective liability for performance, upon giving thirty (30) days written notice thereof.

X.

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

XI.

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

XII.

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

XIII.

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

XIV.

No Assignment: Service Provider may not assign this Contract.

XV.

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

XVI.

Foreign Terrorist Organizations: Service Provider represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

XVII.

Public Information: Service Provider understands that County will comply with the Texas Public information Act as interpreted by judicial ruling and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with this Purchase

Order or any resulting contract may be subject to public disclosure pursuant to the Texas Public Information Act.

XVIII.

Damage to County Property: Service Provider shall be liable for all damage to county-owned, leased, or occupied property and equipment caused by Service Provider and its employees, agents, subcontractors, and suppliers, including any delivery or transporting company, in connection with any performance pursuant to this Contract. Service Provider shall notify County in writing of any such damage within one (1) calendar day.

XIX.

Media Releases: Service Provider shall not use County's name, logo, or other likeness in any press release, marketing materials, or other announcement without the County's prior written approval.

XX.

Authorized Expenses: In the event County authorizes, in advance and in writing, reimbursement of non-labor expenses related to the services subject of this Contract, County will pay such actual non-labor expenses in strict accordance with the Williamson County Vendor Reimbursement Policy (as amended), which is incorporated into and made a part of this Contract by reference. The Williamson County Vendor Reimbursement Policy can be found at: Williamson County Vendor Reimbursement Policy.pdf (wilco.org). Invoices requesting reimbursement for authorized non-labor expenses must be accompanied by copies of the provider's invoice and clearly set forth the actual cost of the expenses, without markup.

XXI.

Entire Contract & Incorporated Documents; Conflicting Terms: This Contract constitutes the entire Contract between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated into this Contract include the following:

A. As described in the attached Quote(s)/Proposal(s), and being marked **Exhibit "A,"** which is incorporated to the extent the Quote(s)/Proposal(s) meets or exceeds the requirements of County's solicitation, if applicable;
B. Additional CARES & ARPA Requirements, being marked Exhibit "B;"
C. The cooperative purchasing contract or agreement applicable to this Contract, if any, set out on the signature page hereinbelow; and
D. Insurance certificates evidencing coverages required herein above.

The County reserves the right and sole discretion to determine the controlling provisions where there is any conflict between the terms of this Contract and the terms of any other purchase order(s), contract(s) or any document attached hereto as exhibits relating to the services and goods subject of this Contract.

XXII.

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

WITNESS that this Contract shall be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY:

_____
Judge Bill Gravell, Jr.
County Judge

Date: _____ ___, 20____

SERVICE PROVIDER:

Separation Systems Consultants, Inc.
Name of Service Provider

Helen I. Hodges
Authorized Signature

Helen I. Hodges
Printed Name

Date: April 21, 2023

Cooperative Purchasing Contract or Agreement (if applicable): TIPS Contract 200601

SSCI
Environmental, Construction and Engineering Services

Exhibit A

March 3, 2023
Revised April 14, 2023

Williamson County Facilities Maintenance Division
3101 SE Inner Loop
Georgetown, Texas 78626

ATTN: Mr. Angel Gomez
Phone: (512) 943.1625
E-mail: angel.gomez@wilco.org

RE: Proposal for Asbestos Survey and Consulting Services
Old DPS Site
516 Pine Street
Georgetown, Texas 78626
SSCI Project No.: [redacted]

TIPS Contract 200601
Texas HUB 176012206900

Mr. Gomez:

Separation Systems Consultants, Inc. (SSCI) respectfully submits this proposal to perform an Asbestos Survey and Consulting Services prior to the renovation of the structures known as the Old Department of Public Safety (DPS) Site located at 516 Pine Street in Georgetown, Williamson County, Texas 78628 (Site). The Site consists of a portion of the parcel identified on the Williamson County Appraisal District (WCAD) as Property ID No. R306765. The Site consists of one building, approximately 5,600 square feet in size. The work will be performed under The Interlocal Purchasing Cooperative System, Consulting and Other Related Services Contract No. 200601, expiration August 31, 2023.

SSCI understands that the survey is being performed to identify Asbestos Containing Materials (ACM) prior to renovation of the interior of the on-site building as identified in Attachment 1: Old DPS Remodel – Plans and Specifications 2022. This proposal is being provided at the request of Williamson County Facilities Maintenance Division (the Client).

SSCI's proposed services are provided below.

Separation Systems Consultants, Inc.
17041 El Camino Real, Suite 200
Houston, Texas 77058
Phone: (281) 486-1943
Fax: (281) 486-7415
jdrake@sscienvironmental.com

Asbestos Survey

The Asbestos Survey will be conducted in accordance with the Environmental Protection Agency (EPA) National Emissions Standards for Hazardous Air Pollutants (NESHAP) requirements and the Texas Asbestos Health Protection Rules (TAHPR). The sampling will be performed by a Texas Department of State Health Services (TDSHS) licensed Asbestos Inspector under the direction of a TDSHS licensed Individual Asbestos Management Planner.

The objective of the survey is to identify friable and non-friable ACMs in advance of the proposed demolition of the on-site buildings. The findings of the sampling event will be presented in a survey report. If ACMs are identified, the owner will be able to use the survey report to obtain construction permits and aid the preparation of asbestos abatement specifications.

Suspected ACMs to be sampled include surface materials (sprayed-on or troweled-on materials), thermal insulation materials (pipe insulation, wrapping, etc.) and miscellaneous materials (floor tiles, ceiling tiles, drywall, mastics, etc.). Samples will be collected using destructive methods necessary to identify suspected ACMs. SSCI will sample only those materials which are reasonably accessible. If additional materials are discovered during the demolition process, SSCI is not accountable for any costs associated with the sampling of those materials, or project delays associated with their discovery.

SSCI will be collecting from the interior and exterior of the on-site buildings for analysis. The samples will be collected following EPA and TAHPR protocols. The samples will be analyzed using Polarized Light Microscopy (PLM) by a TDSHS-licensed laboratory and analyzed on a standard 5-business day turnaround. Positive stop analysis will be requested at the laboratory. Positive stop analysis means that once a sample has been identified to contain greater than 1% asbestos, the subsequent samples will not be analyzed. The samples will be transported to the laboratory under chain-of-custody procedures. Samples will be analyzed on a standard 5-business day turnaround timeframe.

Friable samples reported to contain >1% but <5% asbestos can be analyzed using the point-count technique (PCT). However, PCT analysis is not recommended on non-friable ACMs. Non-friable Organically Bound (NOBs) materials such as floor tile, mastic, and roofing may contain asbestos fibers that are tightly bound to the matrix and thus are not easily isolated. Fibers may not be detected by PLM resulting in inconsistent results. NOBs may be analyzed at the client's request by gravimetric reduction or similar method, and then analyzed by PLM. Point-count or NOB analysis will be provided upon request and for an additional fee.

SSCI is prepared to begin work on the asbestos survey upon written notice to proceed. A final report for the Site will be provided within two (2) weeks from receipt of final laboratory results.

Based on the findings of the asbestos survey, SSCI will be able to provide a cost estimate for the abatement services, if warranted.

Asbestos Consulting

SSCI will provide a TDSHS-licensed Asbestos Consultant to write the specifications for the asbestos abatement, if warranted. Debris will be wetted adequately throughout the abatement process and promptly removed from the work area to prevent visible emissions. The asbestos project design/specifications will be based on the findings of the asbestos survey. The design will be prepared in accordance with applicable federal and state regulations. The project design will be completed within two weeks of issuance of the final asbestos survey report or upon request from the Client.

SSCI will also provide a TDSHS-licensed Asbestos Project Manager/Air-Monitoring Technician (PM/AMT) for contractor management and to ensure safe working procedures are being implemented. The TDSHS PM/AMT will be present each workday to inspect the workspace, monitor air conditions, collect air samples for phase-contrast microscopy (PCM) analysis, and provide clearance of the workspace. Approximately ten (10) air samples will be collected daily to monitor ambient air during the abatement project.

The final air clearance will be performed at the end of the abatement activities once visual clearance has been achieved. Upon receipt of the final air clearance results, the containment will be removed, and demolition activities may commence.

A closeout report will be provided at the completion of the abatement. Closeout report will be prepared and submitted within ten (10) business days of completion of the abatement activities. The report will include the abatement specifications, daily logs, clearance letters, TDSHS licenses, 10-day asbestos/demolition notification form(s) and waste disposal documentation. The final closeout out documents will be provided upon receipt of the signed waste shipment records.

Cost

SSCI will provide the services outlined within this proposal for a fixed fee of $12,159.00. SSCI will invoice on a monthly basis. SSCI's invoices are payable upon receipt. A breakdown of the costs is provided in the following table:

Description, Line Item	Quantity	Rate*	Units	Amount
Asbestos Survey - Field Activities				
Licensed Asbestos Inspector	8	$70.00	Hour	$560.00
Asbestos PLM Analysis (5-Day TAT)	50	$15.00	Each	$750.00
Truck, Pickup	1	$85.00	Day	$85.00
			Sub Total	**$1,395.00**

Cost Estimate Continued on Next Page

Asbestos Survey and Consulting Services
Old DPS Site
516 Pine Street
Georgetown, Texas 78626
SSCI Project No.: 57013
March 3, 2023 (Rev April 14, 2023)

Asbestos Survey - Reporting				
Principal	1	$154.00	Hour	$154.00
Licensed Asbestos Consultant	2	$124.00	Hour	$248.00
Senior Project Manager	4	$118.00	Hour	$472.00
Staff Environmental Technician	4	$60.00	Hour	$240.00
Clerical	1	$43.00	Hour	$43.00
			Sub Total	**$1,157.00**
			TOTAL - Asbestos Survey	**$2,552.00**

Description, Line Item	Quantity	Rate*	Units	Amount
Asbestos Consulting - Abatement Specifications/Project Design				
Licensed Asbestos Consultant	8	$124.00	Hour	$992.00
Senior Project Manager	4	$118.00	Hour	$472.00
Clerical	2	$43.00	Hour	$86.00
			Sub Total	**$1,550.00**
Asbestos Consulting - Oversight and Monitoring**				
Senior Project Manager	10	$118.00	Hour	$1,180.00
Licensed PM/AMT	50	$85.00	Hour	$4,250.00
PCM Analysis- est. 10 per day	50	$12.00	Each	$600.00
Personal Protective Equipment (PPE)	5	$85.00	Day	$425.00
Truck, Pickup	5	$85.00	Day	$425.00
			Sub Total	**$6,880.00**
Asbestos Consulting - Closeout Report				
Principal	1	$154.00	Hour	$154.00
Licensed Asbestos Consultant	6	$124.00	Hour	$744.00
Senior Project Manager	2	$118.00	Hour	$236.00
Clerical	1	$43.00	Hour	$43.00
			Sub Total	**$1,177.00**
			TOTAL - Asbestos Consulting Services	**$9,607.00**

TOTAL ESTIMATED FEE	**$12,159.00**

* Rate Category corresponds to the line item provided in the SSCI Discounted Rates Table provided under TIPS Contract 200601.
** The proposed budget assumes 5 days of oversight and monitoring, additional days will be invoiced at the unit rates provided.

Assumptions and Exclusions

SSCI's scope of services and fee structure is based on the following assumptions:

- Right-of-entry will be provided by the client.
- Project meetings with the client or other entities will be limited to one (1) meeting during the performance of the proposed scope of services. Additional meetings may result in additional fees.
- Field activities for the asbestos survey will be completed over the course of two (2) days. More than two (2) days may result in additional fees.
- The number of samples to be collected during the asbestos survey are estimated. Based on Site conditions, if the Licensed Inspector determines that the number of samples required for collection is more than the amount estimated, then additional fees may be applied.
- This proposal does not include costs for demolition of the structure.
- The scope of services includes one (1) mobilization for oversight and monitoring of abatement activities. Additional mobilizations will be provided for an additional fee.
- For the purposes of this assessment, it is assumed that there will be five (5) days of abatement that require oversight and monitoring. Additional days will be invoiced at the rates provided. A revised proposal can be provided based on the abatement contractor's estimated duration of the abatement activities.
- Oversight and monitoring activities will be provided for a standard work week, Monday – Friday. Weekend, holiday, or overtime rates will apply.
- Asbestos Air Monitoring will be invoiced on a daily rate based on a ten (10) hour workday. Additional hours and samples will be invoiced according to the rates provided.
- Additional fees will be incurred if multiple containments are being monitored simultaneously.
- Notification fees will be invoiced by TDSHS directly to the Client. SSCI's scope of services excluded payment of these fees.
- SSCI assumes the 10-day notification will be filed by the abatement contractor or demolition contractor.

SSCI will issue a change order if the assessment of additional fees is required. SSCI will not proceed with services not outlined within this proposal without written authorization from the client.

SSCI appreciates the opportunity to provide this proposal. To authorize the scope of work, please sign the authorization block below and return via facsimile at (281) 486-7415 or by e-mail at jdrake@sscienvironmental.com. Should you have any questions or comments, please contact me at (281) 486-1943.

Sincerely,



Jo Drake
Director of Compliance and Permitting

Attachment: Old DPS Remodel – Plans and Specifications 2022

SSCI's proposal is valid for sixty (60) days from the date of issuance.

Accepted in accordance with the terms and conditions of this proposal 57013:

Authorized Signature	Date
Printed Name	Company (Representative of)



1 SITE PLAN
1" = 20'-0"

SITE NOTES

1. SITE INFORMATION CONCERNING EXISTING CONDITIONS IS SUITABLE FOR PREPARATION OF THE DRAWINGS & GIVEN FOR THE CONTRACTOR'S CONVENIENCE.
2. ARCHITECT DOES NOT GUARANTEE ACCURACY OF SUCH INFORMATION. IT IS CONTRACTOR'S RESPONSIBILITY TO INFORM HIMSELF & NECESSARY OFFICIALS AS TO THE CONDITIONS AFFECTING THE WORK.
3. NOTIFY ARCHITECT OF ANY DISCREPANCIES.

KEYED SITE NOTES

1. EXISTING BUILDING
2. EXISTING SIDEWALKS, PAVEMENT, & PARKING
3. NEW 8-FT. WOOD PRIVACY FENCE
4. NEW EMERGENCY MAN GATE
5. NEW MECHANIZED VEHICLE GATE
6. NEW MAGNETIC LOOP IN ASPHALT FOR AUTOMATIC VEHICLE EXIT
7. NEW ENTRY KEYPAD & LICENSE PLATE READER (PROTECT W/ BOLLARDS)
8. NEW STREET TREE @ 30-FT. O.C.

WILLIAMSON COUNTY 1848

REGISTERED ARCHITECT
KENNETH H. JACOBS
22047
STATE OF TEXAS
12/8/22

OLD DPS BUILDING
S.O. REMODEL
516 PINE ST. GEORGETOWN, TX 78626

DRAWN BY: THJ
REVISIONS:

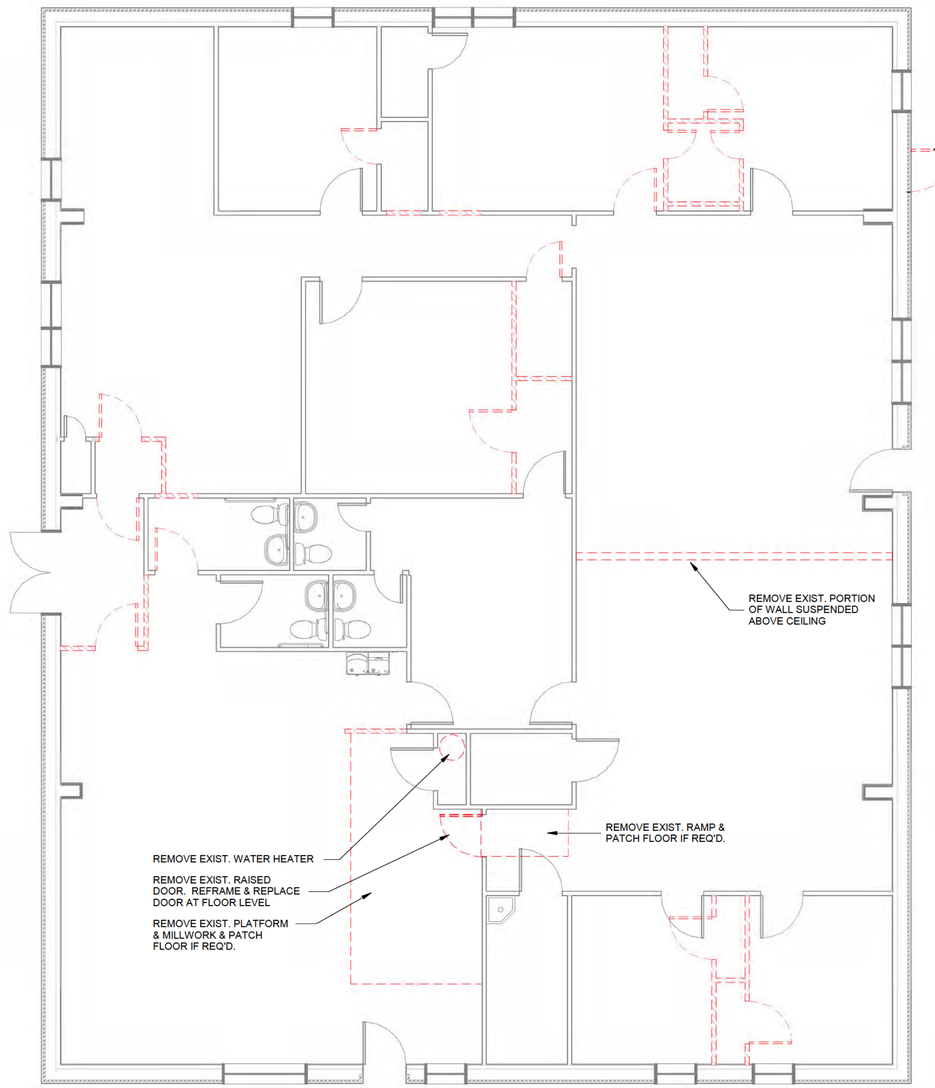
SITE PLAN
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HVAC NOTE:
REPLACE EXIST. OUTDOOR HVAC CONDENSERS & INDOOR AIR HANDLERS, AS REQ'D. CLEAN & REUSE EXIST. DUCTWORK WHERE FEASIBLE, TYP.



1 DEMOLITION PLAN
3/16" = 1'-0"

NORTH

CONSTRUCTION PHASING

- DEMOLISH
- EXISTING (TO REMAIN)
- NEW (METAL FRAMING)
- NEW (WOOD FRAMING)
- FUTURE (PLANNED)

DEMOLITION NOTES

1. CONTRACTOR IS RESPONSIBLE FOR CONTINUOUS SECURITY AT AFFECTED OPENINGS FOR THE DURATION OF THE CONSTRUCTION CONTRACT. COORDINATE SECURITY STATUS CHANGES W/ DEPARTMENT/ BUILDING/ SHERIFF'S OFFICE REPRESENTATIVE PRIOR TO IMPLEMENTING CHANGES.
2. DEMOLITION PLANS & NOTES ARE PROVIDED TO CONVEY DESIGN INTENT.
3. INFORMATION CONCERNING EXISTING CONDITIONS IS SUITABLE FOR PREPARATION OF THE DRAWINGS & GIVEN FOR THE CONTRACTOR'S CONVENIENCE. ARCHITECT DOES NOT GUARANTEE ACCURACY OF SUCH INFORMATION. IT IS CONTRACTOR'S RESPONSIBILITY TO INFORM HIMSELF & NECESSARY OFFICIALS AS TO THE CONDITIONS AFFECTING THE WORK.
4. DIMENSIONS GIVEN ARE TO FACE OF FRAMING, UNLESS INDICATED OTHERWISE. WHERE CONSTRUCTION FEATURES EXIST, VERIFY DIMENSIONS WITH FIELD CONDITIONS.
5. NOTIFY ARCHITECT OF ANY DISCREPANCIES.
6. OWNER HAS FIRST RIGHT OF SALVAGE TO BUILDING MATERIALS REMOVED AS PART OF DEMOLITION & NOT SPECIFIED FOR RE-USE IN CONSTRUCTION.
7. PRIOR TO DEMOLITION WORK, CONTRACTOR SHALL:
   - DISCONNECT UTILITIES TO AREAS AFFECTED BY THE WORK
   - PROVIDE UTILITIES TO AREAS WITH CONTINUED OCCUPANCY DURING THE WORK.
8. DURING DEMOLITION WORK, CONTRACTOR SHALL:
   - LOCATE, PRESERVE & PROTECT FROM DAMAGE
     a) UTILITY SERVICES & MAIN LINES
     b) EXISTING BUILDING & LANDSCAPE ELEMENTS TO REMAIN
     c) EXISTING WALLS & STRUCTURAL MEMBERS TO REMAIN
     d) FINISH WORK THAT BECOMES EXPOSED.
   - PERFORM WORK IN AN ORDERLY AND CAREFUL MANNER TO ACCOMMODATE CONINECTION OF NEW CONSTRUCTION TO EXISTING FEATURES.
   - CUT & CAP PLUMBING & WASTE LINES AT SLAB-LEVEL FOR CONCRETE TO REMAIN.
   - SALVAGE (WHERE POSSIBLE) STRUCTURAL & FINISH MATERIALS FOR REUSE.
9. AFTER DEMOLITION WORK, CONTRACTOR SHALL:
   - REPAIR OR REPLACE (TO OWNER'S SATISFACTION) AT NO EXTRA CHARGE:
     a) PROPERTY, UTILITIES, LANDSCAPE FEATURES, ETC. DAMAGED DURING THE WORK
     b) DEMOLITION IN EXCESS OF THAT REQUIRED BY THE WORK.
   - COORDINATE, REMOVE, RECYCLE OR DISPOSE OF DEMOLISHED MATERIALS IN ACCORDANCE WITH FEDERAL & STATE LAW.
   - LEAVE SITE IN A CONDITION ACCEPTABLE TO OWNER.

KEYED DEMOLITION NOTES

1. DEMO. EXISTING & PROVIDE NEW STOREFRONT WINDOWS, TYP.
2. DEMO. EXISTING & PROVIDE NEW FLOORING PER WILCO STANDARD, TYP.
3. DEMO. EXISTING & PROVIDE NEW ACOUSTIC CEILING & GRID PER WILCO STANDARD, TYP.
4. DEMO. EXISTING & PROVIDE NEW LIGHTS & EXIT SIGNS PER WILCO STANDARDS, TYP.
5. REPLACE EXIST. OUTDOOR HVAC CONDENSERS & INDOOR AIR HANDLERS, AS REQ'D. CLEAN & REUSE EXIST. DUCTWORK WHERE FEASIBLE, TYP.
6. DEMO. EXISTING & PROVIDE LOW VOLTAGE CABLING PER WILCO STANDARDS, TYP.
7. DEMO. EXIST. PHONE D-MARK & ALL ASSOCIATED WIRING

WILLIAMSON COUNTY
1848

REGISTERED ARCHITECT
THADDEUS H. JACOBS
22041
STATE OF TEXAS
12/8/22

OLD DPS BUILDING
S.O. REMODEL
516 PINE ST. GEORGETOWN, TX 78626

DRAWN BY: THJ
REVISIONS:

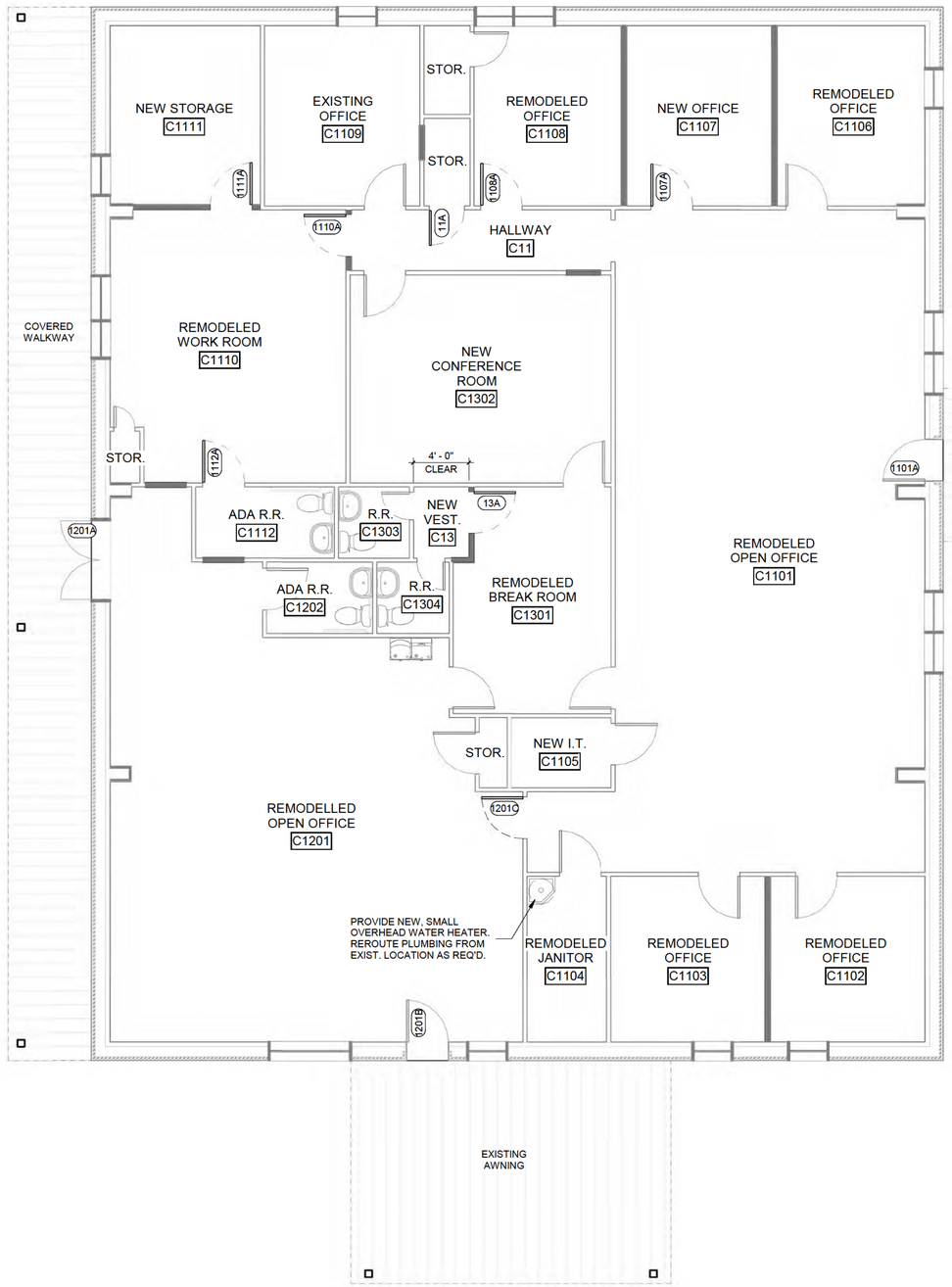
DEMOLITION FLOOR PLAN
DA2.1

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HVAC NOTE:
REPLACE EXIST. OUTDOOR HVAC CONDENSERS & INDOOR AIR HANDLERS, AS REQ'D. CLEAN & REUSE EXIST. DUCTWORK WHERE FEASIBLE, TYP.



NOTE:
REMOVE & REPLACE ALL EXTERIOR WINDOWS W/ NON-OPERABLE STOREFRONT SYSTEM, TYP.

CONSTRUCTION PHASING

- DEMOLISH
- EXISTING (TO REMAIN)
- NEW (METAL FRAMING)
- NEW (WOOD FRAMING)
- FUTURE (PLANNED)

AIR QUALITY / ENERGY NOTES

1. LIMIT AIR INFILTRATION INTO CONDITIONED AND/OR OCCUPIED SPACES BY SEALING, CAULKING, GASKETING, AND/OR WEATHER-STRIPPING THE FOLLOWING:
   - EXTERIOR JOINTS AROUND WINDOWS & DOOR FRAMES
   - OPENINGS BETWEEN EXTERIOR WALLS & FOUNDATIONS
   - OPENINGS BETWEEN EXTERIOR WALLS & ROOF
   - OPENINGS AT PENETRATIONS OF UTILITIES THROUGH EXTERIOR FLOORS, WALLS AND/OR ROOFS
   - ALL OTHER SUCH OPENINGS IN THE BUILDING ENVELOPE.
2. PROVIDE AN APPROPRIATELY-SIZED SPOT EXHAUST FAN IN EACH RESTROOM.

FLOOR PLAN NOTES

1. CONTRACTOR IS RESPONSIBLE FOR CONTINUOUS SECURITY AT AFFECTED OPENINGS FOR THE DURATION OF THE CONSTRUCTION CONTRACT. COORDINATE SECURITY STATUS CHANGES W/ COUNTY REPRESENTATIVE PRIOR TO IMPLEMENTING CHANGES.
2. INFORMATION CONCERNING EXISTING CONDITIONS IS SUITABLE FOR PREPARATION OF THE DRAWINGS & GIVEN FOR THE CONTRACTOR'S CONVENIENCE.
3. ARCHITECT DOES NOT GUARANTEE ACCURACY OF SUCH INFORMATION. IT IS CONTRACTOR'S RESPONSIBILITY TO INFORM HIMSELF & NECESSARY OFFICIALS AS TO THE CONDITIONS AFFECTING THE WORK.
4. DIMENSIONS GIVEN ARE TO FACE OF FRAMING, UNLESS INDICATED OTHERWISE.
5. WHERE CONSTRUCTION FEATURES EXIST, VERIFY DIMENSIONS WITH FIELD CONDITIONS
6. FOR GYPSUM BOARD EXTERIOR CORNERS, PROVIDE:
   - STANDARD PROFILE CORNER BEADS FOR CORNERS NOT RECEIVING MILLWORK WRAP
   - 3/8" RADIUS BULLNOSE CORNER BEADS WHERE NOTED AS "RND."
7. FOR DOORS & WINDOWS, VERIFY:
   - 6-IN. OFFSET FROM ADJACENT WALL FOR TRIM CLEARANCE
   - QUANTITIES, SIZES & FEATURES BEFORE ORDERING
   - ROUGH-OPENING SIZES BEFORE FRAMING.
8. COORDINATE SITE FLATWORK, SIDEWALKS, PORCHES, RAMPS ETC. TO MEET CURRENT VERSION OF TEXAS ACCESSIBILITY STANDARDS & OTHER CODE REQUIREMENTS.
9. COORDINATE ALL TRADES TO ENSURE COMPLETE & WORKING INSTALLATIONS.
10. NOTIFY ARCHITECT OF ANY DISCREPANCIES.

KEYED PLAN NOTES

1. DEMO. EXISTING & PROVIDE NEW STOREFRONT WINDOWS, TYP.
2. DEMO. EXISTING & PROVIDE NEW FLOORING PER WILCO STANDARD, TYP.
3. DEMO. EXISTING & PROVIDE NEW ACOUSTIC CEILING & GRID PER WILCO STANDARD, TYP.
4. DEMO. EXISTING & PROVIDE NEW LIGHTS & EXIT SIGNS PER WILCO STANDARDS, TYP.
5. REPLACE EXIST. OUTDOOR HVAC CONDENSERS & INDOOR AIR HANDLERS, AS REQ'D. CLEAN & REUSE EXIST. DUCTWORK WHERE FEASIBLE, TYP.
6. DEMO. EXISTING & PROVIDE LOW VOLTAGE CABLING PER WILCO STANDARDS, TYP.
7. DEMO. EXIST. PHONE D-MARK & ALL ASSOCIATED WIRING

DOOR SCHEDULE

DOOR NUMBER	SIZE H	SIZE W	SIZE T	DOOR TYPE	DOOR MAT'L.	FRAME TYPE	FRAME MAT'L.	HARDWARE SET	FIRE RATING	REMARKS
11A	7' - 0"	2' - 6"	0' - 1 3/4"	D3	WOOD		H.M.			
13A	7' - 0"	3' - 0"	0' - 1 3/4"	D3	WOOD		H.M.			
1101A	7' - 0"	3' - 0"	0' - 1 3/4"	D1	H.M.		STEEL			
1107A	7' - 0"	3' - 0"	0' - 1 3/4"	D3	WOOD		H.M.			
1108A	7' - 0"	3' - 0"	0' - 1 3/4"	D3	WOOD		H.M.			
1110A	7' - 0"	3' - 0"	0' - 1 3/4"	D3	WOOD		H.M.			
1111A	7' - 0"	3' - 0"	0' - 1 3/4"	D3	WOOD		H.M.			
1112A	7' - 0"	3' - 0"	0' - 1 3/4"	D3	WOOD		H.M.			
1201A	6' - 10"	5' - 8"	0' - 1 3/4"	D5	ALUM.		STEEL			
1201B	7' - 0"	3' - 0"	0' - 1 3/4"	D1	H.M.		STEEL			
1201C	7' - 0"	3' - 0"	0' - 1 3/4"	D3	WOOD		H.M.			

1 NEW CONSTRUCTION PLAN
3/16" = 1'-0"

NORTH

WILLIAMSON COUNTY
1848

REGISTERED ARCHITECT
THOMAS H. JACOBS
22041
STATE OF TEXAS
12/8/22

OLD DPS BUILDING
S.O. REMODEL
516 PINE ST. GEORGETOWN, TX 78626

DRAWN BY: THJ
REVISIONS:

FLOOR PLAN
A2.1

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March 3, 2023
Revised April 14, 2023

Williamson County Facilities Maintenance Division
3101 SE Inner Loop
Georgetown, Texas 78626

ATTN: Mr. Angel Gomez
Phone: (512) 943.1625
E-mail: angel.gomez@wilco.org

RE: Proposal for Asbestos Survey and Consulting Services
Historic Jail Site
102 W. 3rd Street and 312 S. Main Street
Georgetown, Texas 78626
SSCI Project No.: [redacted]

TIPS Contract 200601
Texas HUB 176012206900

Mr. Gomez:

Separation Systems Consultants, Inc. (SSCI) respectfully submits this proposal to perform an Asbestos Survey and Consulting Services prior to the demolition of the structures known as the Historic Jail Site located at 102 W 3rd Street and 312 S. Main Street in Georgetown, Williamson County, Texas 78628 (Site). The Site is identified on the Williamson County Appraisal District (WCAD) as Property ID No. R319958 and consists of three structures: Georgetown Health Department, circa 1970, at 102 W. 3rd Street, consisting of 7,490 square feet to be demolished, the Williamson County Historic Jail, circa 1888, 1978, 1983, and 1989, at 312 S. Main Street, consisting of 6,000 square feet to be demolished and the Williamson County and Cities Health District Administrative Offices at 312 S Main Street to be preserved.

SSCI understands that the survey is being performed to identify Asbestos Containing Materials (ACM) prior to the demolition of the on-site building(s) as identified in Attachment 1: Historic Jail Site Scope January 11, 2023. The work will be performed under The Interlocal Purchasing Cooperative System, Consulting and Other Related Services Contract No. 200601, expiration August 31, 2023. This proposal is being provided at the request of Williamson County Facilities Maintenance Division (the Client).

SSCI's proposed services include the performance of an asbestos survey. If asbestos abatement is warranted and performed, SSCI will provide a project design for abatement activities, daily monitoring and sampling during abatement activities, and issue project close out report following completion of the abatement activities. SSCI's proposed services are provided below.

Separation Systems Consultants, Inc.
17041 El Camino Real, Suite 200
Houston, Texas 77058
Phone: (281) 486-1943
Fax: (281) 486-7415
jdrake@sscienvironmental.com

Asbestos Survey

The Asbestos Survey will be conducted in accordance with the Environmental Protection Agency (EPA) National Emissions Standards for Hazardous Air Pollutants (NESHAP) requirements and the Texas Asbestos Health Protection Rules (TAHPR). The sampling will be performed by a Texas Department of State Health Services (TDSHS) licensed Asbestos Inspector under the direction of a TDSHS licensed Individual Asbestos Management Planner.

The objective of the survey is to identify friable and non-friable ACMs in advance of the proposed demolition of the on-site buildings. The findings of the sampling event will be presented in a survey report. If ACMs are identified, the owner will be able to use the survey report to obtain construction permits and aid the preparation of asbestos abatement specifications.

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Based on the findings of the asbestos survey, SSCI will be able to provide a cost estimate for the abatement services, if warranted.

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A closeout report will be provided at the completion of the abatement. Closeout report will be prepared and submitted within ten (10) business days of completion of the abatement activities. The report will include the abatement specifications, daily logs, clearance letters, TDSHS licenses, 10-day asbestos/demolition notification form(s) and waste disposal documentation. The final closeout out documents will be provided upon receipt of the signed waste shipment records.

Cost

SSCI will provide the services outlined within this proposal for a fixed fee of $17,052.00. SSCI will invoice on a monthly basis. SSCI's invoices are payable upon receipt. A breakdown of the costs is provided in the following table:

Description, Line Item	Quantity	Rate*	Units	Amount
Asbestos Survey - Field Activities				
Licensed Asbestos Inspector	20	$70.00	Hour	$1,400.00
Asbestos PLM Analysis (5-Day TAT)	250	$15.00	Each	$3,750.00
Truck, Pickup	2	$85.00	Day	$170.00
			Sub Total	**$5,320.00**

Cost Estimate Continued on Next Page

Asbestos Survey - Reporting				
Principal	1	$154.00	Hour	$154.00
Licensed Asbestos Consultant	4	$124.00	Hour	$496.00
Senior Project Manager	4	$118.00	Hour	$472.00
Staff Environmental Technician	16	$60.00	Hour	$960.00
Clerical	1	$43.00	Hour	$43.00
			Sub Total	**$2,125.00**
			TOTAL - Asbestos Survey	**$7,445.00**

Description, Line Item	Quantity	Rate*	Units	Amount
Asbestos Consulting - Abatement Specifications/Project Design				
Licensed Asbestos Consultant	8	$124.00	Hour	$992.00
Senior Project Manager	4	$118.00	Hour	$472.00
Clerical	2	$43.00	Hour	$86.00
			Sub Total	**$1,550.00**
Asbestos Consulting - Oversight and Monitoring**				
Senior Project Manager	10	$118.00	Hour	$1,180.00
Licensed PM/AMT	50	$85.00	Hour	$4,250.00
PCM Analysis- est. 10 per day	50	$12.00	Each	$600.00
Personal Protective Equipment (PPE)	5	$85.00	Day	$425.00
Truck, Pickup	5	$85.00	Day	$425.00
			Sub Total	**$6,880.00**
Asbestos Consulting - Closeout Report				
Principal	1	$154.00	Hour	$154.00
Licensed Asbestos Consultant	6	$124.00	Hour	$744.00
Senior Project Manager	2	$118.00	Hour	$236.00
Clerical	1	$43.00	Hour	$43.00
			Sub Total	**$1177.00**
			TOTAL - Asbestos Consulting Services	**$9,607.00**

TOTAL ESTIMATED FEE	**$17,052.00**

* Rate Category corresponds to the line item provided in the SSCI Discounted Rates Table provided under TIPS Contract 200601.
** The proposed budget assumes 5 days of oversight and monitoring; additional days will be invoiced at the unit rates provided.

Assumptions and Exclusions

SSCI's scope of services and fee structure is based on the following assumptions:

- Right-of-entry will be provided by the client.

- Project meetings with the client or other entities will be limited to one (1) meeting during the performance of the proposed scope of services. Additional meetings may result in additional fees.

- Field activities for the asbestos survey will be completed over the course of two (2) days. More than two (2) days may result in additional fees.

- The number of samples to be collected during the asbestos survey are estimated. Based on Site conditions, if the Licensed Inspector determines that the number of samples required for collection is more than the amount estimated, then additional fees may be applied.

- This proposal does not include costs for demolition of the structure.

- The scope of services includes one (1) mobilization for oversight and monitoring of abatement activities. Additional mobilizations will be provided for an additional fee.

- For the purposes of this assessment, it is assumed that there will be five (5) days of abatement that require oversight and monitoring. Additional days will be invoiced at the rates provided. A revised proposal can be provided based on the abatement contractor's estimated duration of the abatement activities.

- Oversight and monitoring activities will be provided for a standard work week, Monday – Friday. Weekend, holiday, or overtime rates will apply.

- Asbestos Air Monitoring will be invoiced on a daily rate based on a ten (10) hour workday. Additional hours and samples will be invoiced according to the rates provided.

- Additional fees will be incurred if multiple containments are being monitored simultaneously.

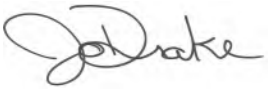
- Notification fees will be invoiced by TDSHS directly to the Client. SSCI's scope of services excluded payment of these fees.

- SSCI assumes the 10-day notification will be filed by the abatement contractor or demolition contractor.

SSCI will issue a change order if the assessment of additional fees is required. SSCI will not proceed with services not outlined within this proposal without written authorization from the client.

SSCI appreciates the opportunity to provide this proposal. To authorize the scope of work, please sign the authorization block below and return via facsimile at (281) 486-7415 or by e-mail at jdrake@sscienvironmental.com. Should you have any questions or comments, please contact me at (281) 486-1943.

Sincerely,



Jo Drake
Director of Compliance and Permitting

Attachment: Historic Jail Site Scope January 11, 2023

SSCI's proposal is valid for sixty (60) days from the date of issuance.

Accepted in accordance with the terms and conditions of this proposal 57012:

Authorized Signature	Date
Printed Name	Company (Representative of)

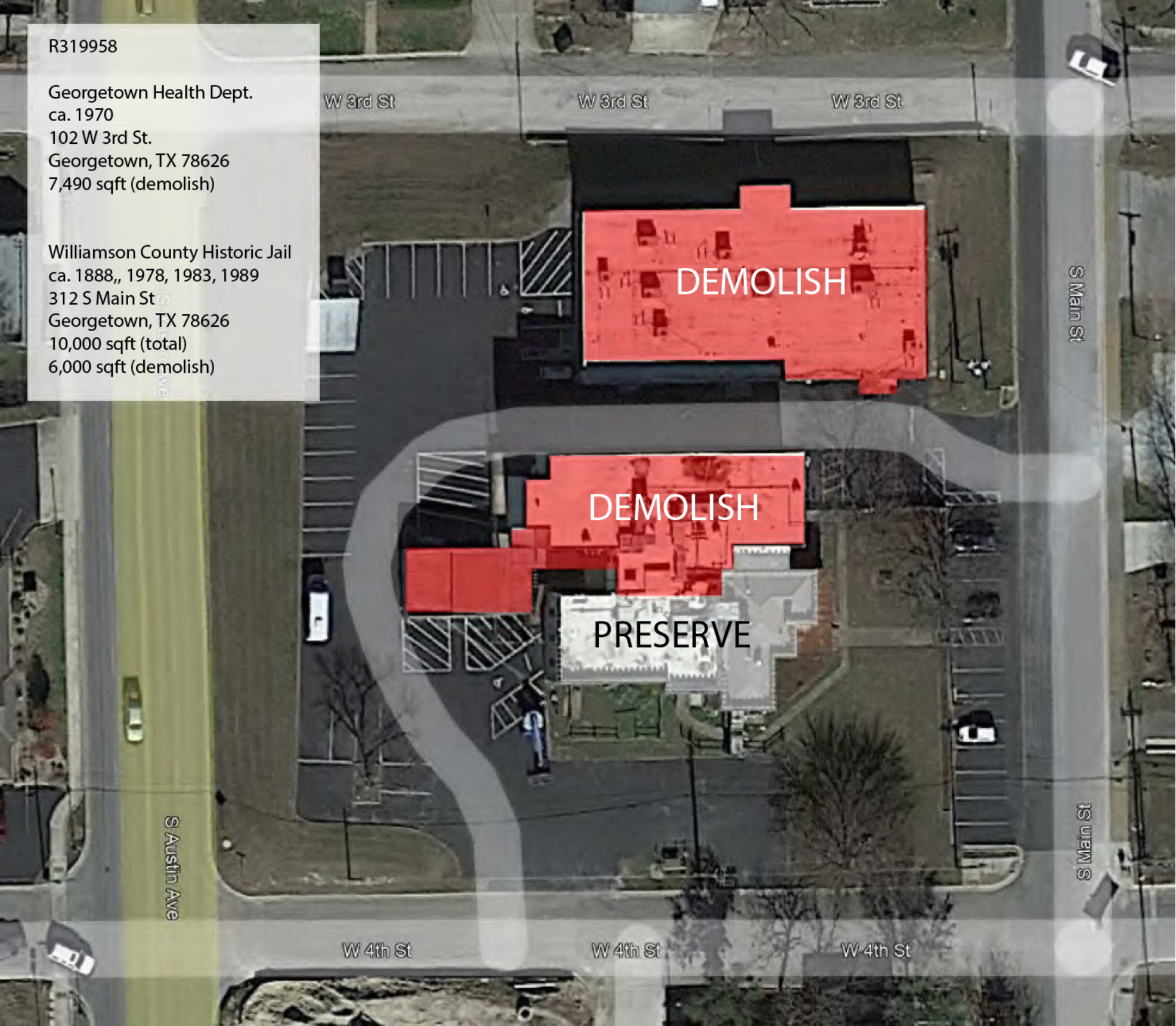

R319958
Georgetown Health Dept.
ca. 1970
102 W 3rd St.
Georgetown, TX 78626
7,490 sqft (demolish)
Williamson County Historic Jail
ca. 1888,, 1978, 1983, 1989
312 S Main St
Georgetown, TX 78626
10,000 sqft (total)
6,000 sqft (demolish)
W 3rd St
W 3rd St
W 3rd St
DEMOLISH
S Main St
DEMOLISH
PRESERVE
S Austin Ave
S Main St
W 4th St
W 4th St
W 4th St

EXHIBIT B

ADDITIONAL CARES & ARPA REQUIREMENTS

ADDITIONAL REQUIREMENTS MAY BE APPLICABLE RELATED TO THE CORONAVIRUS AID, RELIEF AND ECONOMIC SECURITY ACT (CARES) AND THE AMERICAN RESCUE PLAN ACT (ARPA) (C.F.D.A. 21027) WHERE FUNDING MANDATES LEGAL COMPLIANCE:

1. Use of Funds.

    a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.

    b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021 and ends on December 31, 2024.

3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.

4. Maintenance of and Access to Records
    a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
    b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
    c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.

7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.

8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.

    a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.

    b. Federal regulations applicable to this award include, without limitation, the following:

        i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.

        ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

        iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.

        iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

        v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.

viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.

ix. Generally applicable federal environmental laws and regulations.

c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:

i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

10. Remedial Actions. In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.

11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."

14. Debts Owed the Federal Government.

    a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.

    b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

    a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.

    b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

    a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or

a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

b. The list of persons and entities referenced in the paragraph above includes the following:

   i. A member of Congress or a representative of a committee of Congress;

   ii. An Inspector General;

   iii. The Government Accountability Office;

   iv. A Treasury employee responsible for contract or grant oversight or management;

   v. An authorized official of the Department of Justice or other law enforcement agency;

   vi. A court or grand jury; or

   vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the- job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

19. Clean Air Act and The Federal Water Pollution Control Act Compliance. Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. and the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. and Vendor agrees to report each violation to the Customer and understands and agrees that the Customer will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. If applicable, Vendor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

20. Suspension and Debarment. (1) This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Vendor is required to verify that none of the Vendor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

    a. The Vendor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. 098765

    b. This certification is a material representation of fact relied upon by Customer. If it is later determined that the Vendor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Customer, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

    c. The Vendor, bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any agreement that may arise from this offer. The Vendor, bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

21. Recovered Materials. (1) In the performance of this Agreement, the Vendor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired— (a) Competitively within a timeframe providing for compliance with the contract performance schedule; (b) Meeting contract performance requirements; or (c) At a reasonable price.
    a. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site: https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program.
    b. The Vendor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

22. Access to Records. The following access to records requirements apply to this Agreement:
    a. The Vendor agrees to provide Customer, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Vendor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
    b. The Vendor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
    c. The Vendor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

d. In compliance with the Disaster Recovery Act of 2018, the Customer and the Vendor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

23. Use of DHS Seals and Related Items. The Vendor shall not use Department of Homeland Security ("DHS") seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

24. Compliance with Federal Law and FEMA Rules. This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the agreement. The Vendor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

25. Compliance with Byrd Anti-Lobbying Act, 31 U.S.C. § 1352 (as amended). Vendors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

26. No Federal Government Obligations. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Vendor, or any other party pertaining to any matter resulting from this Agreement.

27. False Claims Act Compliance and Program Fraud Prevention. The Vendor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Vendor's actions pertaining to this Agreement.

28. Equal Employment Opportunity. During the performance of this Contract, the Contractor agrees as follows:
    a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor 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, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
c. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
d. The Contractor will send to each labor union or representative of workers, with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
e. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
f. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
g. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24,

1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

h. The Contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the Contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from

extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Commissioners Court - Regular Session **27.**

Meeting Date: 05/02/2023

Children's Advocacy Center Addition – Vaughn Change Order #13

Submitted For: Dale Butler **Submitted By:** Wendy Danzo, Facilities Management

Department: Facilities Management

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a report from J.T. Vaughn Construction, Change Order No. 13 for the Williamson County Children's Advocacy Center Addition (P530), in the amount of $78,285. There will be no additional days toward substantial completion. Funding Source is P530.

Background

This change order is for client-related change requests. Department point of contact is Angel Gomez, Facilities Sr. Project Manager. Funding for this project will be P530.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Vaughn CO13

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	04/26/2023 11:38 AM
County Judge Exec Asst.	Becky Pruitt	04/26/2023 04:15 PM
Form Started By: Wendy Danzo		Started On: 04/26/2023 10:28 AM
Final Approval Date: 04/26/2023		

AIA® Document G701® – 2017

Change Order

PROJECT: *(Name and address)*
Williamson County
Children's Advocacy Center
1811 SE Inner Loop
Georgetown, TX 78626

CONTRACT INFORMATION:
Contract For: General Construction

Date: 11/23/2021

CHANGE ORDER INFORMATION:
Change Order Number: 013

Date: 04/18/23

OWNER: *(Name and address)*
Williamson County, Texas
710 Main Street, Suite 101
Georgetown, TX 78626

ARCHITECT: *(Name and address)*
BLGY Architecture
8001 Centre Park Drive, Suite 150
Austin, TX 78754

CONTRACTOR: *(Name and address)*
J. T. Vaughn Construction
10355 Westpark Drive
Houston, Texas 77042

THE CONTRACT IS CHANGED AS FOLLOWS:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)
Change Order No. 013 includes the below listed Vaughn Change Proposals No. 0027, 0028, 0030, and 0031. Additionally, a credit is included for Williamson County Utilities Invoices #1882494-52509287 and #1882494-52509296. This is deducted from Vaughn's Fee for the following Change Proposals. For Vaughn Project No. 2860-01.

- CP No. 0027 - ASI 30 Concrete Revisions	$ 3,018.00
- CP No. 0028 - ASI 29 and ASI 37R Drainage Revisions	$ 8,009.00
- CP No. 0030 - Signage Allowance Reconciliation	$ 4,729.00
- CP No. 0031 - WRP Reconciliation	$ 64,869.00
Utilities Invoice #1882494-52509287	-$ (1,100.00)
Utilities Invoice #1882494-52509296	-$ (1,240.00)

The original Contract Sum was	$ 7,749,572.00
The net change by previously authorized Change Orders	$ 691,417.00
The Contract Sum prior to this Change Order was	$ 8,440,989.00
The Contract Sum will be increased by this Change Order in the amount of	$ 78,285.00
The new Contract Sum including this Change Order will be	$ 8,519,274.00

The Contract Time will be unchanged by zero (0) days.
The new date of Substantial Completion will be 04/20/23

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

ARCHITECT	CONTRACTOR	OWNER
BLGY Architecture	J. T. Vaughn Construction, LLC	Williamson County, Texas
(Firm name)	*(Firm name)*	*(Firm name)*
SIGNATURE	SIGNATURE	SIGNATURE
Brody Harris, Architect	Mike Simpson, Director of Controls	
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
4/24/23	4/24/2023	
DATE	DATE	DATE

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User Notes: (3B9ADA50)

Shell ENERGY

Williamson County
Invoice #: 1882494 - 52509287
Account #: 00010410

Invoice Date: 3/22/2023
Due Date: 4/21/2023
Current Charges: $1,099.42

SUPPORT

Service Period: 1/10/2023 - 2/9/2023

Meter	Type	Current Read	Prior Read	Multiplier	Usage (kWh)	PF	Peak Demand (kW)
107264593LG	A	52,516.	52,234.	40	11,280		37.00

Shell Energy Solutions
PUCT: 10174
21 Waterway Avenue
Suite 450
The Woodlands, TX 77380

Questions or Comments:
Cust Service 832-510-1030
Toll-free 877-238-5343
customerservice@ShellEnergy.com

ESI ID:
10443720007540911

Service Address:
00211 COMMERCE CV
ROUND ROCK, TX 78664-2175

Your Reference:

E-mail:
mp2energy.commercial@is-t.net

For Outages/Emergencies Call:
AEP 877-373-4858
CenterPoint 800-332-7143
Nueces 361-387-2581
Oncor 888-313-4747
Sharyland 800-545-4513
TNMP 888-866-7456

Contract Expiration Date: 01/01/2026

The average price you paid for electric service this month was $0.099 per kWh.

Energy Charges	Quantity	Unit Price	Total
Meter Fee	1.00	2.50000	$2.50
Aggregator Fee	11,280.00	0.00099	$11.17
Energy Rate	11,280.00	0.05199	$586.45
Energy Losses Passthrough	858.00	0.02340	$20.07
Market Securitization (Debt) Financing - Default	12,138.00	0.00002	$ .29
Market Securitization (Debt) Financing - Uplift	12,138.00	0.00070	$8.52
Subtotal -- Energy Charges			**$629.00**
TDU Delivery Charges			
Distribution Cost Recovery Factor	45.00	0.49080	$22.09
Energy Efficiency Cost Recovery Factor	11,280.00	0.00060	$7.19
Distribution System Charge	45.00	4.49730	$202.38
Customer Charge	1.00	9.25000	$9.25
Nuclear Decommissioning Fee	45.00	0.05300	$2.39
Meter Charge	1.00	30.82000	$30.82
Transmission Cost Recovery Factor	37.00	4.68820	$173.46
Subtotal - TDU Delivery Charges			**$447.58**
Taxes			
STATE SALES TAX	1,078.67	0.0000%	$ .00
CITY SALES TAX	1,078.67	0.0000%	$ .00
PUCA Assessment	1,055.83	0.1670%	$1.76
Miscellaneous Gross Receipts Fee	1,055.83	1.9970%	$21.08
Subtotal – Taxes			**$22.84**
Total Current Charges			**$1,099.42**

APPROVED FOR PAYMENT
G. W.
Authorized Signature
3.27.23
Date
100.1005.4430
Budget Line Item
$1,099.42
Amount

Shell ENERGY

Williamson County
Invoice #: 1882494 - 52509296
Account #: 00010410

Invoice Date: 3/22/2023
Due Date: 4/21/2023
Current Charges: $1,239.44

SUPPORT

Service Period: 2/9/2023 - 3/13/2023

Meter	Type	Current Read	Prior Read	Multiplier	Usage (kWh)	PF	Peak Demand (kW)
107264593LG	A	52,857.	52,516.	40	13,640		42.00

Energy Charges	Quantity	Unit Price	Total
Meter Fee	1.00	2.50000	$2.50
Aggregator Fee	13,640.00	0.00099	$13.50
Energy Rate	13,640.00	0.05199	$709.14
Energy Losses Passthrough	979.00	0.02405	$23.55
Market Securitization (Debt) Financing - Default	14,619.00	0.00002	$ .36
Market Securitization (Debt) Financing - Uplift	14,619.00	0.00068	$9.92
Subtotal -- Energy Charges			**$758.97**
TDU Delivery Charges			
Distribution Cost Recovery Factor	45.00	0.49080	$22.09
Energy Efficiency Cost Recovery Factor	13,640.00	0.00060	$8.76
Distribution System Charge	45.00	4.49730	$202.38
Customer Charge	1.00	9.25000	$9.25
Nuclear Decommissioning Fee	45.00	0.05300	$2.39
Meter Charge	1.00	30.82000	$30.82
Transmission Cost Recovery Factor	42.00	4.26280	$179.04
Subtotal - TDU Delivery Charges			**$454.73**
Taxes			
STATE SALES TAX	1,214.78	0.0000%	$ .00
CITY SALES TAX	1,214.78	0.0000%	$ .00
PUCA Assessment	1,189.05	0.1670%	$1.99
Miscellaneous Gross Receipts Fee	1,189.05	1.9970%	$23.75
Subtotal – Taxes			**$25.74**
Total Current Charges			**$1,239.44**

Shell Energy Solutions
PUCT: 10174
21 Waterway Avenue
Suite 450
The Woodlands, TX 77380

Questions or Comments:
Cust Service 832-510-1030
Toll-free 877-238-5343
customerservice@ShellEnergy.com

ESI ID:
10443720007540911

Service Address:
00211 COMMERCE CV
ROUND ROCK, TX 78664-2175

Your Reference:

E-mail:
mp2energy.commercial@is-t.net

For Outages/Emergencies Call:
AEP 877-373-4858
CenterPoint 800-332-7143
Nueces 361-387-2581
Oncor 888-313-4747
Sharyland 800-545-4513
TNMP 888-866-7456

Contract Expiration Date: 01/01/2026

The average price you paid for electric service this month was $0.099 per kWh.

APPROVED FOR PAYMENT
G.W.
Authorized Signature
3.27.23
Date
100.1005.4430
Budget Line Item
$1,239.44
Amount

VAUGHN
CONSTRUCTION

1811 SE Inner Loop
Georgetown, TX
78626

T: (512) 663-7461

April 17, 2023

Brody Harris
BLGY Architecture
8001 Centre Park Dr. Suite 150
Austin, TX 78754

Re: Children's Advocacy Center
Job No: 286001

Subj: Change Proposal No. 286001-0027

Dear Sir or Madam:

We respectfully submit our proposal for an increase to our contract in the amount of $3,018 (three thousand eighteen) dollars to provide concrete revisions in accordance with ASI 30 issued by BLGY dated 12/22/22 for the above referenced project.

This proposal excludes the rubber surface play area.

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

Doug Boram

Attachments: Sub Back-up & ASI 030 Narrative

CC: Angel Gomez

FORM B

PROJECT: **Children's Advocacy Center**

CHANGE PROPOSAL NO: **286001-0027**

QUOTATION :

Item	Labor	Materials	Subs	Total
Vaughn Construction : Fee (5.5%)	$0.00	$157.00	$0.00	$157.00
4Gen Concrete Inc (24):	$0.00	$0.00	$2,861.00	$2,861.00
Totals	$0.00	$157.00	$2,861.00	$3,018.00

TOTAL **$3,018.00**

TIME EXTENSION TO CONTRACT: 18 Days

Submitted Date: **4/18/2023**

Accepted

By:_____

Date:_____

VAUGHN CONSTRUCTION

By:_____
Doug Boram

Proposal Valid for 14 Days

4Gen Concrete, Inc

8947 FM 2244 Rd. Suite 101
Austin, TX 78746
Phone: 512-263-9480
Fax: 512-263-9487

To :
Clayton Coleman
Vaughn Construction

Date :
March 2, 2023

Project :
Williamson County Children's Advocacy Center

From :
Nathan Boltz

Change Order #9

Scope:
Revisions to advocate and break courtyards

Deduct sidewalk and mow strip	-592.00	sf	$5.45	-$3,226.40
Add sidewalk and mow strip	1,117.00	sf	$5.45	$6,087.65
	Subtotal			$2,861.25

Note: Per plans CAC.ASI.30. Unit Price accounts for increased concrete price.

Total Bid **$2,861.25**

Please sign and return this form to authorize said work to proceed.

Contractor has 7 days to respond to 4Gen Concrete, Inc. After which, the above quoted price will no longer be valid.

Printed Name _____
Title _____

Signature _____
Date _____

Thank you,

Nathan Boltz

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

ARCHITECT'S SUPPLEMENTAL INSTRUCTION *(ASI)*

PROJECT: **Wilco Children's Advocacy Center – Addition** ASI NO: **30**

PROJECT NO: **22002.0**

TO: **Doug Boram** DATE: **12/22/2022**

This Architectural Supplemental Instruction is issued for the purpose of providing information or clarification to the Contract Documents. The work shall be carried out in accordance with the following supplemental instructions issued in accordance with the Contract Documents without change in Contract Sum or Contract Time. Indicate your acceptance of these instructions as consistent with the Contract Documents and return signed copy to the Owner and Architect.

INSTRUCTION(S): **Landscaping and Yard area modifications**

See attached revised Architectural sheet A1.02 and A1.05

Also see attached revised Landscape sheets LA-0.00 and LA-1.01

Below are some options for the rubber play surface.

https://sustainablesurfacing.com/uploads/files/polystar-tumbleturf-brochure.pdf

https://adventureturf.com/prefabricated-rubber-playground-tiles/

https://www.sofsurfaces.com/durasafe

Issued By: **BLGY, Inc.**

Brody Harris/ Sita Lakshminarayan

Accepted By:

CM Vaughn Construction

Date:

Copies: **Angel Gomez, Project Manager**

Wilco

VAUGHN
CONSTRUCTION

1811 SE Inner Loop
Georgetown, TX
78626

T: (512) 663-7461

April 10, 2023

Brody Harris
BLGY Architecture
8001 Centre Park Dr. Suite 150
Austin, TX 78754

Re: Children's Advocacy Center

Job No: 286001

Subj: Change Proposal No. 286001-0028

Dear Sir or Madam:

We respectfully submit our proposal for an increase to our contract in the amount of $8,009 (eight thousand nine) dollars to provide civil drainage revisions in accordance with ASI 29 issued by BLGY on 12/15/2022 and civil grading and drainage revisions in accordance with ASI 37R issued by BLGY on 01/24/23 for the above referenced project.

It is assumed in this proposal that the scope of this work can be completed without impact to the existing contract's revised substantial completion date, 04/20/2023. If factors such as material procurement, proposal approval time, etc. cause the scope to impact substantial completion, a separate proposal will be made to claim a time extension to the contract and associated General Conditions.

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

Doug Boram

Attachments: Sub Back-Up, ASI 29 and 37R Narratives

CC: Angel Gomez

FORM B

PROJECT: **Children's Advocacy Center**

CHANGE PROPOSAL NO: **286001-0028**

QUOTATION :

Item	Labor	Materials	Subs	Total
Texas Quality Services, LLC (25): ASI 29 Drainage Revisions	$0.00	$0.00	$4,523.00	$4,523.00
Champion Site Prep, Inc. (18): ASI 37R Grading Revisions	$0.00	$0.00	$3,069.00	$3,069.00
Vaughn Construction : Fee (5.5%)	$0.00	$417.00	$0.00	$417.00
Totals	$0.00	$417.00	$7,592.00	$8,009.00

TOTAL **$8,009.00**

TIME EXTENSION TO CONTRACT: 0 Days

Submitted Date: **4/10/2023**

Accepted

By:_____

Date:_____

VAUGHN CONSTRUCTION

By: _____

Doug Boram

Proposal Valid for 14 Days

HVAC • PLUMBING • UTILITIES • MED GAS • BACK FLOW TESTING

Texas Quality Services LLC
322 Southland Dr
Burnet, TX 78611

Office: 512.243.5335
Fax: 512.243.6425
info@texasqualityservices.com

WWW.TEXASQUALITYSERVICES.COM TACLA00028865C | M38328 | BP0014375

SUBCONTRACTOR REQUEST FOR CHANGE ORDER

Date: 2/6/2023 **Subcontractor C.O. #:** 3

Project: Childrens Advocacy

General Contractor: Vaughn Construction

TQS Contact: Randall Reese **Phone:** 512-689-5220

In connection with our Subcontract for work to be performed at the above project, the following change has been requested.

Description of Work or Discrepancy on Drawing:
Added storm drain pipe not shown in civil drawings for the roof drains. Est 72 ft 6"

Change Order Breakdown:

LABOR

How many Labors	1	How many hours	24.00	Cost per hour	$35.00	
How many pipe layer	1	How many hours	12.00	Cost per hour	$41.00	
How many Operators	1	How many hours	12.00	Cost per hour	$43.00	
How many Foreman	1	How many hours	12.00	Cost per hour	$47.00	
				Total Cost		$2,412.00

MATERIAL

Item:	pipe	Cost:	$700.00	
Item:		Cost:		
Item:		Cost:		
Item:		Cost:		
		Total Material Cost		$700.00

EQUIPMENT

Equipment Rental:	SKID STEER	Cost:	$500.00	
Equipment Rental:	MINI EXCAVATOR	Cost:	$500.00	
Other (describe):		Cost:		
Other (describe):		Cost:		
Other (describe):		Cost:		
Other (describe):		Cost:		
		Total Miscellaneous Cost		$1,000.00

Subtotal		$4,112.00
Overhead & Profit	10%	$411.20
Total Change Order Request		$4,523.20

The conditions hereinbefore referred to are as follows:

- The aforementioned changes, and work affected thereby shall be performed under the same terms and conditions that are included in the original contract unless stated otherwise.
- This change order includes all materals, labor, tools, equipment, supervision and related taxes necessary to perform the above-mentioned work.

Submitted by: Randall Reese Title: Utility Manager Date: 2/6/2023

CHAMPION SITE PREP

6301 N. IH 35

GEORGETOWN, TX 78633

(512) 863-3453 / WWW.IDIGDIRT.COM

ADDITIONAL WORK / CHANGE AUTHORIZATION

JOEY@IDIGDIRT.COM

ASI 37 Grading Revisions : Wilco CAC

DATE:	01/26/23	**JOB NAME:**	Wilco CAC
TO:	Vaughn Construction	**ESTIMATOR:**	JC
ATTN:	Clayton Coleman	**LOCATION:**	Georgetown

	DESCRIPTION	QTY	UNIT	RATE	
1.	Backhoe w/ Operator	10	HR	$148.00	$1,480.00
2.	Skid Steer w/ Operator	10	HR	$131.00	$1,310.00
~~**3.**~~	~~Curlex (TY 2)~~	~~2500~~	~~SF~~	~~$1.75~~	~~$4,375.00~~

				SUBTOTAL:	$ 2,790
	OH&P	1	10%		$ 279
				TOTAL:	$ 3069

Description of Work:

The scope items above include items not part of overhead including: FUEL, OIL, GREASE, MAINTENANCE, INSURANCE, SMALL TOOLS, LIGHT TRUCKS, SURVEY/CAD EQUIPMENT, AND OVERTIME IF APPLICABLE.

NOTE: Pricing per GC REQUEST. Scope not listed above is not included. Price is valid for 30 days.

ACCEPTANCE OF PROPOSAL- The above prices, specifications and conditions are satisfactory and are hereby accepted.

AUTHORIZED SIGNATURE **DATE OF ACCEPTANCE**

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

ARCHITECT'S SUPPLEMENTAL INSTRUCTION *(ASI)*

PROJECT: **Wilco Children's Advocacy Center – Addition** ASI NO: **29**

PROJECT NO: **22002.0**

TO: **Doug Boram** DATE: **12/15/2022**

This Architectural Supplemental Instruction is issued for the purpose of providing information or clarification to the Contract Documents. The work shall be carried out in accordance with the following supplemental instructions issued in accordance with the Contract Documents without change in Contract Sum or Contract Time. Indicate your acceptance of these instructions as consistent with the Contract Documents and return signed copy to the Owner and Architect.

INSTRUCTION(S): **Entry Plaza Modifications**

See attached revised Architectural sheet A1.03 ALT this will replace A1.03 when procing is approved.

Also see attached revised Structural sheets S2.01C and S3.13

Issued By: **BLGY, Inc.**

Brody Harris/ Sita Lakshminarayan

Accepted By:

CM Vaughn Construction

Date:

Copies: **Angel Gomez, Project Manager**

Wilco

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

ARCHITECT'S SUPPLEMENTAL INSTRUCTION *(ASI)*

PROJECT: **Wilco Children's Advocacy Center – Addition** ASI NO: **37R**

PROJECT NO: **22002.0**

TO: **Doug Boram** DATE: **1/24/2023**

This Architectural Supplemental Instruction is issued for the purpose of providing information or clarification to the Contract Documents. The work shall be carried out in accordance with the following supplemental instructions issued in accordance with the Contract Documents without change in Contract Sum or Contract Time. Indicate your acceptance of these instructions as consistent with the Contract Documents and return signed copy to the Owner and Architect.

INSTRUCTION(S): **Grading Clarifications**

See attached revised Civil sheet C 13

Issued By: **BLGY, Inc.**

Brody Harris/ Sita Lakshminarayan

Accepted By:

CM Vaughn Construction

Date:

Copies: **Angel Gomez, Project Manager**

Wilco

VAUGHN CONSTRUCTION

1811 SE Inner Loop
Georgetown, TX
78626

T: (512) 663-7461

April 10, 2023

Brody Harris
BLGY Architecture
8001 Centre Park Dr. Suite 150
Austin, TX 78754

Re: Children's Advocacy Center

Job No: 286001

Subj: Change Proposal No. 286001-0030

Dear Sir or Madam:

We respectfully submit our proposal for an increase to our contract in the amount of $4,729 (four thousand seven hundred twenty-nine) dollars to provide overages to the Signage Allowance for buyout of the exterior and interior logo signage for the above referenced project.

Due to material lead times in combination with the timing of approval of the signage, the logo signage will not be completed before the project substantial completion date of 4/20/23.

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

Doug Boram

Attachments: Sub Back-Up

CC: Angel Gomez

FORM B

PROJECT: **Children's Advocacy Center**

CHANGE PROPOSAL NO: **286001-0030**

QUOTATION :

Item	Labor	Materials	Subs	Total
Sign Resource Management, Inc. (30): Logo Signage Overage	$0.00	$0.00	$4,189.00	$4,189.00
Sign Resource Management, Inc. (30): ID Signage Changes	$0.00	$0.00	$294.00	$294.00
Vaughn Construction : Fee (5.5%)	$0.00	$246.00	$0.00	$246.00
Totals	$0.00	$246.00	$4,483.00	$4,729.00

TOTAL **$4,729.00**

TIME EXTENSION TO CONTRACT: 0 Days

Submitted Date: **4/10/2023**

Accepted

By:_____

Date:_____

VAUGHN CONSTRUCTION

By: _____
Doug Boram

Proposal Valid for 14 Days

SRM
SIGN RESOURCE MANAGEMENT

WILCO CHILDREN'S ADVOCACY CENTER
SIGNAGE: LOGOS EXTERIOR/INTERIOR

FROM: Marianne Koons
512-863-9929 Ph/512-863-9939 Fx

DATE: 3-13-23

TO: Clayton Coleman, Vaughn Construction

DESCRIPTION	SIZE	QTY	UNIT COST	EXTENDED TOTAL	NOTES
WILCO CHILDREN'S ADVOCACY CENTER					
EXTERIOR/INTERIOR LOGOS					
EXTERIOR LOGO					
Painted Aluminum w/Painted Graphics	6'0" x 6'0" x 1/4"	1	$ 2,800.00	$ 2,800.00	
INTERIOR LOGOS					
Painted Acrylic w/Painted Graphics	6'0" x 6'0" x 1/4"	2	$ 1,950.00	$ 3,900.00	
Installation - All above			$ 1,295.00	$ 1,295.00	
				$ 7,995.00	TOTAL BUDGET - ALL LOGOS as detailed



$3,806 (AA-02: Remainder of Signage Allowance)
$4,189 (CP#30: Signage Allowance Overage)
$7,995

Sign Resource Management, Inc.
217 S. River St., Ste 101
Seguin, TX 78155

Phone: 512-863-9929
Fax: 512-863-9939
Email: mkoons@srmtx.com

SRM
SIGN RESOURCE MANAGEMENT

Wilco Children's Advocacy Center
CO Budget Rev 1 Room Sign Changes

TO: Clayton Coleman
EMAIL: WColeman@vaughnconstruction.com
DATE: March 20, 2023
FROM: Marianne Koons

DESCRIPTION	SIZE	QTY	UNIT COST	EXTENDED TOTAL	NOTES
Room Identification					***Current Contract Breakdown***
Type I	6" x 7"	43	$ 59.50	$ 2,558.50	
Type II - w/insert	6" x 7"	12	$ 77.50	$ 930.00	Scaled Measurements - Quoted 3D SignEdge; price includes 1 color paint
Type III - Restroom	9" x 10-1/2"	8	$ 108.00	$ 864.00	
Additional paint colors per each		6	$ 81.00	$ 486.00	
		69		$ 4,838.50	
Installation		1	$ 875.00	$ 875.00	
				$ 5,713.50	**Total Room Identification**

DESCRIPTION	SIZE	QTY	UNIT COST	EXTENDED TOTAL	NOTES
					Paint color charge removed; all one color set.
Room Identification					***Budget changes per returned submittal/sign type changes.***
Type I	6" x 7"	8	$ 59.50	$ 476.00	
Type II - w/insert	6" x 7"	47	$ 77.50	$ 3,642.50	
Type III - Restroom	9" x 10-1/2"	8	$ 108.00	$ 864.00	
Backers for Glass Mounts	6" x 7"	10	$ 15.00	$ 150.00	
		73		$ 5,132.50	
Installation		1	$ 875.00	$ 875.00	
				$ 6,007.50	**Total Room Identification**
				$ 5,713.50	**Total in Current Contract/Room Signs**
				$ 294.00	**CO ADD for Sign Changes**

Sign Resource Management, Inc.
217 S. River Street, Suite 101
Seguin, TX 78155

Phone: 512-863-9929
Fax: 512-863-9939

VAUGHN
CONSTRUCTION

1811 SE Inner Loop
Georgetown, TX
78626

T: (512) 663-7461

April 17, 2023

Brody Harris
BLGY Architecture
8001 Centre Park Dr. Suite 150
Austin, TX 78754

Re: Children's Advocacy Center

Job No: 286001

Subj: Change Proposal No. 286001-0031

Dear Sir or Madam:

We respectfully submit our proposal for an increase to our contract in the amount of $64,869 (sixty-four thousand eight hundred sixty-nine) dollars to provide WRP Reconciliation for the above referenced project.

This change proposal is for reconciliation of WRP revisions. The railing, column wraps, and sound masking scope additions/revisions are expected to be complete after the substantial completion date, 4/20/23. There are no claims for additional days or general conditions in this proposal.

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

Doug Boram

Attachments: Sub Back-Up

CC: Angel Gomez

FORM B

PROJECT: Children's Advocacy Center

CHANGE PROPOSAL NO: 286001-0031

QUOTATION :

Item	Labor	Materials	Subs	Total
MIL, Ltd. (1001): CP #12 - SE Step Rails	$0.00	$0.00	$1,740.00	$1,740.00
MIL, Ltd. (1001): CP #13 - Plaza Trough	$0.00	$0.00	$2,002.00	$2,002.00
Jewel's Commercial Cleaning, LLC (1): CP #1 - Final Clean Additions	$0.00	$0.00	$2,970.00	$2,970.00
Empire Acero, LLC (3): CP #10 - Steel Modifications	$0.00	$0.00	$1,115.00	$1,115.00
The Glass House, Inc. (7): CP #7 - Additional Flashing	$0.00	$0.00	$1,998.00	$1,998.00
Standard Drywall, Inc. (8): CP #20 - Sun Shade Clip Install	$0.00	$0.00	$12,816.00	$12,816.00
Standard Drywall, Inc. (8): CP #21/30/31 - Miscellaneous Drywall Revisions	$0.00	$0.00	$4,115.00	$4,115.00
Standard Drywall, Inc. (8): CP #43 - Large Conference Room Cloud Ceiling Revision	$0.00	$0.00	$849.00	$849.00
Standard Drywall, Inc. (8): CP #44 - RFI 61 Grid Revisions	$0.00	$0.00	$425.00	$425.00
Central Texas Finishers, LLC (11): CP #11 - Clear Seal Interview Frames	$0.00	$0.00	$237.00	$237.00
Central Texas Finishers, LLC (11): CP #12 - Paint Window Sills	$0.00	$0.00	$329.00	$329.00
DRP Group, LLC (12): CP #20 - Toilet Partition Revisions	$0.00	$0.00	$1,980.00	$1,980.00
Doyle Electric, LLC (15): CP #19 - Motorized Shade Circuit	$0.00	$0.00	$582.00	$582.00
Doyle Electric, LLC (15): CP #20/21 - Additional Pathways	$0.00	$0.00	$1,909.00	$1,909.00
Doyle Electric, LLC (15): CP #22 - Upsize Water Heater Breaker	$0.00	$0.00	$1,580.00	$1,580.00
Doyle Electric, LLC (15): CP #23 - Refeed AC Unit	$0.00	$0.00	$261.00	$261.00
Doyle Electric, LLC (15): CP #25 - Additional Fire Alarm Pathway	$0.00	$0.00	$340.00	$340.00
Britt Rice Construction Company, L.P. (16): CP #4 - Sound Masking	$0.00	$0.00	$7,859.00	$7,859.00
A K Fuquay Construction (19): CP #2 - Construction Entrance Credit	$0.00	$0.00	$(1,350.00)	$(1,350.00)
Red & White Greenery, Inc. (20): CP #5 - Additional Bed Excavation	$0.00	$0.00	$3,000.00	$3,000.00
Red & White Greenery, Inc. (20): CP #6 - Gates and Hinges	$0.00	$0.00	$9,296.00	$9,296.00
Texas Traditions Group, LLC (26): CP #7 - Column Wraps	$0.00	$0.00	$11,883.00	$11,883.00

FORM B

PROJECT: **Children's Advocacy Center**

CHANGE PROPOSAL NO: **286001-0031**

QUOTATION :

Item	Labor	Materials	Subs	Total
Waterproofers, LLC (27): CP #9 - Sun Shade Clip Flashing	$0.00	$0.00	$2,387.00	$2,387.00
Waterproofers, LLC (27): CP #10 - Caulk Doors	$0.00	$0.00	$1,190.00	$1,190.00
Waterproofers, LLC (27): CP #11 - Caulk Brick to Hardie	$0.00	$0.00	$2,502.00	$2,502.00
Vaughn Construction : Fee - 5.5%	$0.00	$3,960.00	$0.00	$3,960.00
Vaughn Construction : WRP Reconciliation	$0.00	$(11,106.00)	$0.00	$(11,106.00)
Totals	$0.00	$(7,146.00)	$72,015.00	$64,869.00

TOTAL **$64,869.00**

TIME EXTENSION TO CONTRACT: 0 Days

Submitted Date: **4/18/2023**

Accepted

By:_____

Date:_____

VAUGHN CONSTRUCTION

By: _____
Doug Boram

Proposal Valid for 14 Days

INVOICE



Jewel's Commercial Cleaning, LLC.
4730 Shavano Oak Suite #211
San Antonio, TX 78249

julia@jccml.us
(210) 888-6130

Vaughn Construction - SA

Bill to
Vaughn Construction - SA
1400 Universal City Blvd, Universal City, TX 78148

Invoice details
Change Order 001 - Additional Clean

	Product or service		Amount
1.	**Cleaning Fee** Wilco CAC - Final Clean - Crew of 8 - Final Clean: Broom Clean of all exposed hard and resilient floors. Clean all architectural woodwork. Clean all doors and polish hardware. Clean all walls, electrical fixtures, switches, wall outlets, light fixtures, wall vents, grills, diffusers, and registers. Vacuum all carpeted areas. Clean all toilets, sink fixtures, dispensers, and accessories. Clean finishes free of dust, stains, films and other foreign substances. Polish reflective surfaces to clear shine. Clean all window sills, windows, and frames.	1 unit × $2,700.00	$2,700.00
2.	**OH&P** 10%	1 unit × $270.00	$270.00

Total **$2,970.00**

EMPIRE ACERO

Subcontractor Change Proposal Cover Sheet

(To Be Completed All Subcontractors, Suppliers & Contractors Associated with the Change Proposal)

Project No. & Name: WILCO CHILDREN'S ADVOCACY CENTER | Date: 3/22/2023 | Revision:

Contractor Name: VAUGHN CONSTRUCTION | Job No: VAUG 5248 | Proposal No: CP 14

Project Mananger: CRAIG TROE

Description of Change: T&M #4

Description	Quantity	Unit	Equipment Cost	Unit Cost	Labor	Material & Equipment	Subcontract Work
Foreman	1	6		$ 66.00	$ 396.00	$ -	
Ironworker	1	6		$ 58.00	$ 348.00	$ -	
				$ -	$ -	$ -	
				$ -	$ -	$ -	
				$ -	$ -	$ -	
Rig Truck	1	6	$ 45.00	$ -	$ -	$ 270.00	
Forklift			$ 100.00	$ -	$ -	$ -	
Crane			$ 150.00	$ -	$ -	$ -	
Lift / Work Platform			$ 45.00	$ -	$ -	$ -	
Fire Protection				$ -	$ -	$ -	
				$ -	$ -	$ -	
				$ -	$ -	$ -	
				$ -	$ -	$ -	
				$ -	$ -	$ -	
				$ -	$ -	$ -	
				$ -	$ -	$ -	
				$ -	$ -	$ -	
				$ -	$ -	$ -	
				$ -	$ -	$ -	
				$ -	$ -	$ -	
				SUBTOTAL	$ 744.00	$ 270.00	$ -

Work performed by Subcontractors own employees			$ 1,014.00
FEE (includes Profit and Overhead)	10.0%		$ 101.40
Managing subcontracted work		**SUBTOTAL**	$ -
FEE (includes Profit and Overhead)	7.5%		$ -
		BOND RATE 0.00%	$ -
		TOTAL FOR THIS CHANGE PROPOSAL	**$ 1,115**

If the foregoing is acceptable we will need you to sign below accepting the pricing so we can mobilize and begin the work.
By signing you confirm that a formal change order will be issued for these charges in a timely manner.
Pricing good for 30 days.

Representative

Date

Empire Steel Erectors, L.P.
2227 Wilson Road
Humble, Texas 77396
P: +12815487377

Project: A-VAUG-5248 - WILCO - Children's Advocacy Center
1811 S.E. Inner Loop
Georgetown, Texas 78626
P: 713-984-4254

T&M Ticket #4

Performed on	Mar 22, 2023	**Reference #**	
		Ordered by	Shawn Baggett (Vaughn Construction)
Status	Closed		
Description	Redrilling holes into the sunshade frames to match existing wall clips.		

Labor (2)

Employee	Hours
John Carter (Empire Steel Erectors, L.P.)	6.0
Chason Carter (Empire Steel Erectors, L.P.)	6.0
Total:	12.0

Equipment (1)

Equipment	Description	Unit	Quantity
Rig Truck		hours	6.0
		Total:	6.0

Attachments



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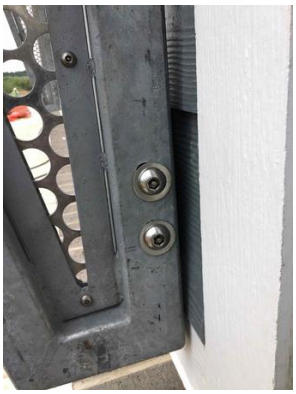
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Approvals



Mar 29, 2023

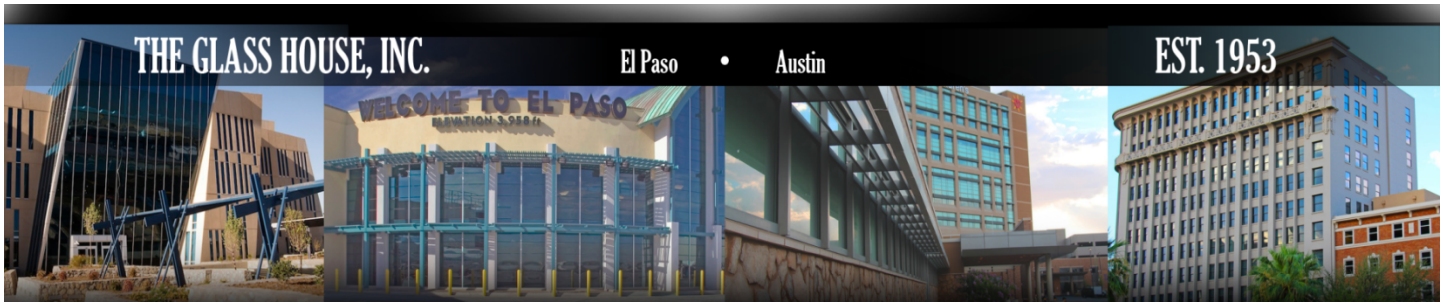
COMPANY SIGNATURE **DATE**
John Carter
Empire Steel Erectors, L.P.



Mar 29, 2023

CUSTOMER SIGNATURE **DATE**
Shawn Baggett
Vaughn Construction

Notes



5Mar2023

JOB: **Vaughn Construction/Children's Advocacy Center**
286001-0007

RE: **Supply Head and Sill Flashing**
TGH COR #07

GENTLEMEN:

PLEASE ISSUE A CHANGE ORDER TO OUR CONTRACT TO MAKE CHANGES AS FOLLOWS:

- Per Vaughn's request via email on 2/18/2023. Supply additional brake metal flashings.
  Oscar,
  I need 10 more pieces of flashing. Several pieces get damaged and these are critical to getting the exterior skin completed. If you could have them expedited that would be appreciated. Feel free to call with any questions.

QUALIFICATIONS:

- *Includes (+/-) 100 LF of .050 brake metal matching storefront finish.*
- *Supply only – no installation labor.*
- *Material to be supplied bent in 120" long pieces.*
- *Please allow 2-3 Weeks lead times for material after COR has been approved and the order has been released. (Keep in mind lead times might extend as we have seen due to historical material supply)*

COR TOTAL ***$1,998.00***

ALL OTHER TGH PROPOSAL TERMS AND CONDITIONS REMAIN UNCHANGED

*******Due to historic material supply conditions this change order pricing is good for ten (10) days from proposal date*******

QUESTIONS CONCERNING THIS COR SHOULD BE DIRECTED TO:
Abraham Davalos
The Glass House, Inc.
El Paso / Austin
915-704-0042 cell
adavalos@glasshousetexas.com

REQUEST FOR CHANGE ORDER

Ref.# TX8013-020
External/RCO#
GC Ref#
Date Oct 25, 2022
Job # TX8013

To: **VAUGHN CONSTRUCTION**
10355 WESTPARK DRIVE
HOUSTON, TX 77042
Phone: (281) 808-7772 Fax: (713) 243-8350

Project: **WILCO CHILDREN'S ADVOCACY CENTER**
1811 S.E. Inner Loop
Georgetown, TX 78626

Contact: Doug Boram

Description: **Sunshade clip install**

Labor	Phase	Cost Code	Quantity	UOM	Unit Total	Rate	Total
General Foreman	00	501	16.00	Hrs	16.00	50.00	$800.00
Extra Work	00	511	236.00	Hrs	236.00	42.00	$9,912.00
						Total Labor	**$10,712.00**

Material	Phase	Cost Code	Size	Quantity	UOM	Unit Price	Total
6" STUD 1 5/8" FLANGE (68 MIL) 14GA G90		601	12'	5.00	PCS	6,930.00 MLF	$415.80
						Total Material	**$415.80**

Equipment	Phase	Cost Code	Quantity	UOM	Unit Price	Total
40' ARTICULATING BOOM-2WD ELEC - JLG E400AJPN - Genie Z-40/23N	00	750	0.50	EA	1,050.00 EA	$525.00
					Total Equipment	**$525.00**

AUTHORIZED BY: Doug Boram
ON BEHALF OF: VAUGHN CONSTRUCTION
PROJECT MANAGER: JEREMY A RIDDLE
ESTIMATOR: TRENT E PATTESON

Labor Total:	**$10,712.00**	
Material Total:	**$415.80**	
Sub Trade Total:	**$0.00**	
Cleanup Total:	**$0.00**	
Equipment Total:	**$525.00**	
Misc. Total:	**$0.00**	
Sub Total:	**$11,652.80**	
Mark Up:	**$1,163.20**	9.98%
Total:	**$12,816.00**	

STANDARD DRYWALL, INC.
EXTRA WORK AUTHORIZATION

63967

JOB NO.	JOB NAME	CUSTOMER	AUTH TO PROCEED	START DATE	FINISH DT
Tx8013	Wilco CAC	Vaughn		12/17/22	1-17-23

DESCRIPTION OF WORK:

Per request of Shawn B. SDI worked installing sun shade clips. all this including 2 saturday's 12-12-22 and 1-7-23

MATERIAL

QTY	DESCRIPTION
310	S-DD10-18 x 3/4
5 pcs	600S125-68 x 12'
220	1-1/4 Self tapers

SUBTOTAL

SALES TAX @ %

TOTAL MATERIAL COST

LABOR

TRADE	R	OT	DT	PT	DP	RATE	AMOUNT
SUPERVISION	16						
CARPENTER	23½						
TAPER							
LATHER							
PLASTERER							
HODCARRIER							
LABORER							

TOTAL LABOR COST

MISCELLANEOUS

QTY	DESCRIPTION	AMOUNT
	TRUCKING	
	EQUIPMENT RENTAL	
1	boom lift 40'	
1	2770RT	

TOTAL MISCELLANEOUS COST

SUMMARY

DESCRIPTION	AMOUNT
TOTAL MATERIAL	
TOTAL LABOR	
TOTAL MISCELLANEOUS	
OVERHEAD & PROFIT	
BOND	
GRAND TOTAL	

AUTHORIZED BY S. Baggett

CUSTOMER WORK AUTHORIZATION NO.

SDI REPRESENTATIVE Diego C

COMPANY Vaughn

WORK TO BE CONTINUED? YES [ ] NO [ ]

IF YES, CONTINUED ON EWA NO.

PRINT Diego C

White - Office • Canary - Project Manager • Pink - General Contractor • Goldenrod - Foreman

REQUEST FOR CHANGE ORDER

Ref.# TX8013-021
External/RCO#
GC Ref#
Date Oct 26, 2022
Job # TX8013

To: **VAUGHN CONSTRUCTION**
10355 WESTPARK DRIVE
HOUSTON, TX 77042
Phone: (281) 808-7772 Fax: (713) 243-8350

Project: **WILCO CHILDREN'S ADVOCACY CENTER**
1811 S.E. Inner Loop
Georgetown, TX 78626

Contact: Doug Boram

Description: **RFI 77 - revisions to get existing wall and new wall at Room 169 to align**

Labor	Phase	Cost Code	Quantity	UOM	Unit Total	Rate	Total
General Foreman	00	501	2.00	Hrs	2.00	50.00	$100.00
Cleanup All	00	507	1.00	Hrs	1.00	42.00	$42.00
Stocking	00	508	1.00	Hrs	1.00	42.00	$42.00
Frame All	02	155	4.00	Hrs	4.00	42.00	$168.00
Demolition	02	184	12.00	Hrs	12.00	42.00	$504.00
					Total Labor		**$856.00**

Material	Phase	Cost Code	Size	Quantity	UOM	Unit Price	Total
5/8" TYPE "X" DRYWALL X58	00	600	4'X10'	2.00	SHT	.378 SQFT	$30.24
4" STUD 1 1/4" FLANGE (33 MIL) 20GA	00	600	10'	5.00	PCS	1.7115 FT	$85.58
						Total Material	**$115.82**

AUTHORIZED BY: Doug Boram
ON BEHALF OF: VAUGHN CONSTRUCTION
PROJECT MANAGER: JEREMY A RIDDLE
ESTIMATOR: TRENT E PATTESON

Labor Total:	**$856.00**	
Material Total:	**$115.82**	
Sub Trade Total:	**$0.00**	
Cleanup Total:	**$0.00**	
Equipment Total:	**$0.00**	
Misc. Total:	**$0.00**	
Sub Total:	**$971.82**	
Markup:	**$97.18**	10.00%
Total:	**$1,069.00**	

REQUEST FOR CHANGE ORDER

Ref.# TX8013-030
External/RCO#
GC Ref#
Date Jan 02, 2023
Job # TX8013

To: **VAUGHN CONSTRUCTION**
10355 WESTPARK DRIVE
HOUSTON, TX 77042
Phone: (281) 808-7772 Fax: (713) 243-8350

Project: **WILCO CHILDREN'S ADVOCACY CENTER**
1811 S.E. Inner Loop
Georgetown, TX 78626

Contact: Doug Boram

Description: **Replace drywall in room #122**

Labor	Phase	Cost Code	Quantity	UOM	Unit Total	Rate	Total
General Foreman	00	501	1.00	Hrs	1.00	50.00	$50.00
Extra Work	00	511	8.00	Hrs	8.00	42.00	$336.00
					Total Labor		**$386.00**

Material	Phase	Cost Code	Size	Quantity	UOM	Unit Price	Total
GOLD BOND MOISTURE RESISTANT XP 5/8"			4'X8'	4.00	SHT	.4725 SQFT	$60.48
						Total Material	**$60.48**

AUTHORIZED BY: Doug Boram
ON BEHALF OF: VAUGHN CONSTRUCTION
PROJECT MANAGER: JEREMY A RIDDLE
ESTIMATOR: TRENT E PATTESON

Labor Total:	**$386.00**	
Material Total:	**$60.48**	
Sub Trade Total:	**$0.00**	
Cleanup Total:	**$0.00**	
Equipment Total:	**$0.00**	
Misc. Total:	**$0.00**	
Sub Total:	**$446.48**	
Mark Up:	**$44.52**	9.97%
Total:	**$491.00**	

STANDARD DRYWALL, INC.
EXTRA WORK AUTHORIZATION

63965

JOB NO.	JOB NAME	CUSTOMER	AUTH TO PROCEED	START DATE	FINISH DT
Tx 8013	Wilco C.A.C	Vaughn		12-12-22	12-12-22

DESCRIPTION OF WORK:

Per request of Vaughn. SDI replace drywall at room #122 (Mold tough)

MATERIAL

QTY	DESCRIPTION
4 pcs	4'x8'x5/8 Mold tough
200	1-1/2" drywall screws

SUBTOTAL
SALES TAX @ %
TOTAL MATERIAL COST

LABOR

TRADE	R	OT	DT	PT	DP	RATE	AMOUNT
SUPERVISION	1						
CARPENTER	8						
TAPER							
LATHER							
PLASTERER							
HODCARRIER							
LABORER							

TOTAL LABOR COST

MISCELLANEOUS

QTY	DESCRIPTION	AMOUNT
	TRUCKING	
	EQUIPMENT RENTAL	

TOTAL MISCELLANEOUS COST

SUMMARY

DESCRIPTION	AMOUNT
TOTAL MATERIAL	
TOTAL LABOR	
TOTAL MISCELLANEOUS	
OVERHEAD & PROFIT	
BOND	
GRAND TOTAL	

AUTHORIZED BY: Scott S. Bowers
CUSTOMER WORK AUTHORIZATION NO.
SDI REPRESENTATIVE: Diego C

COMPANY: Vaughn
WORK TO BE CONTINUED? YES [ ] NO [X]
IF YES, CONTINUED ON EWA NO.
PRINT: Diego C

White - Office • Canary - Project Manager • Pink - General Contractor • Goldenrod - Foreman

REQUEST FOR CHANGE ORDER

Ref.# TX8013-031
External/RCO#
GC Ref#
Date Jan 02, 2023
Job # TX8013

To: **VAUGHN CONSTRUCTION**
10355 WESTPARK DRIVE
HOUSTON, TX 77042
Phone: (281) 808-7772 Fax: (713) 243-8350

Project: **WILCO CHILDREN'S ADVOCACY CENTER**
1811 S.E. Inner Loop
Georgetown, TX 78626

Contact: Doug Boram

Description: **EWA 63966 - RFI 88R1**

Labor	Phase	Cost Code	Quantity	UOM	Unit Total	Rate	Total
General Foreman	00	501	3.00	Hrs	3.00	50.00	$150.00
Extra Work	00	511	26.00	Hrs	26.00	42.00	$1,092.00
						Total Labor	**$1,242.00**

Material	Phase	Cost Code	Size	Quantity	UOM	Unit Price	Total
1" SHAFTWALL LINER USG MOLDTOUGH	00	600	10'	2.00	EA	1.2075 SQFT	$48.30
						Total Material	**$48.30**

AUTHORIZED BY: Doug Boram
ON BEHALF OF: VAUGHN CONSTRUCTION
PROJECT MANAGER: JEREMY A RIDDLE
ESTIMATOR: TRENT E PATTESON

Labor Total:	**$1,242.00**	
Material Total:	**$48.30**	
Sub Trade Total:	**$0.00**	
Cleanup Total:	**$0.00**	
Equipment Total:	**$0.00**	
Misc. Total:	**$0.00**	
Sub Total:	**$1,290.30**	
Mark Up:	**$128.70**	9.97%
Total:	**$1,419.00**	

STANDARD DRYWALL, INC.
EXTRA WORK AUTHORIZATION

63966

JOB NO.	JOB NAME	CUSTOMER	AUTH TO PROCEED	START DATE	FINISH DT
Tx 8013	Wilco C AC	Vaughn		12-5-22	12-19-22

DESCRIPTION OF WORK:

Per request of shawn B. from Vaughn
SDI fixed shaft wall per RFI #88R1

MATERIAL

QTY	DESCRIPTION
[redacted] pcs	[redacted]
2 pcs	2'x10'x1" shaft liner
30 pcs	1-5/8 self tapers

SUBTOTAL	
SALES TAX @ %	
TOTAL MATERIAL COST	

LABOR

TRADE	R	OT	DT	PT	DP	RATE	AMOUNT
SUPERVISION	3						
CARPENTER	26						
TAPER							
LATHER							
PLASTERER							
HODCARRIER							
LABORER							

TOTAL LABOR COST

MISCELLANEOUS

QTY	DESCRIPTION	AMOUNT
	TRUCKING	
	EQUIPMENT RENTAL	

TOTAL MISCELLANEOUS COST

SUMMARY

DESCRIPTION	AMOUNT
TOTAL MATERIAL	
TOTAL LABOR	
TOTAL MISCELLANEOUS	
OVERHEAD & PROFIT	
BOND	
GRAND TOTAL	

AUTHORIZED BY: S. Bartlett
CUSTOMER WORK AUTHORIZATION NO.:
SDI REPRESENTATIVE: Diego C

COMPANY: Vaughn
WORK TO BE CONTINUED? YES [ ] NO [X]
IF YES, CONTINUED ON EWA NO.:
PRINT: Diego C.

White - Office • Canary - Project Manager • Pink - General Contractor • Goldenrod - Foreman

REQUEST FOR CHANGE ORDER

Ref.# TX8013-043
External/RCO#
GC Ref#
Date Mar 21, 2023
Job # TX8013

To: **VAUGHN CONSTRUCTION**
10355 WESTPARK DRIVE
HOUSTON, TX 77042
Phone: (281) 808-7772 Fax: (713) 243-8350

Project: **WILCO CHILDREN'S ADVOCACY CENTER**
1811 S.E. Inner Loop
Georgetown, TX 78626

Contact: Doug Boram

Description: **Move upper ceiling cloud in conference room**

Labor	Phase	Cost Code	Quantity	UOM	Unit Total	Rate	Total
General Foreman	00	501	2.00	Hrs	2.00	50.00	$100.00
Extra Work	00	511	16.00	Hrs	16.00	42.00	$672.00
					Total Labor		**$772.00**

AUTHORIZED BY: Doug Boram
ON BEHALF OF: VAUGHN CONSTRUCTION
PROJECT MANAGER: JEREMY A RIDDLE
ESTIMATOR: TRENT E PATTESON

Labor Total:	**$772.00**	
Material Total:	**$0.00**	
Sub Trade Total:	**$0.00**	
Cleanup Total:	**$0.00**	
Equipment Total:	**$0.00**	
Misc. Total:	**$0.00**	
Sub Total:	**$772.00**	
Mark Up:	**$77.00**	9.97%
Total:	**$849.00**	

STANDARD DRYWALL, INC.
EXTRA WORK AUTHORIZATION

63973

JOB NO.	JOB NAME	CUSTOMER	AUTH TO PROCEED	START DATE	FINISH DT
Tx 023	Wilco CAC	Vaughn		2-11-23	2-11-23

DESCRIPTION OF WORK:

At the request of Shawn B. SDI moved the upper ceiling clouds at the large conference room

MATERIAL

QTY	DESCRIPTION

SUBTOTAL	
SALES TAX @ %	
TOTAL MATERIAL COST	

LABOR

TRADE	R	OT	DT	PT	DP	RATE	AMOUNT
SUPERVISION	2						
CARPENTER	16						
TAPER							
LATHER							
PLASTERER							
HODCARRIER							
LABORER							
TOTAL LABOR COST							

MISCELLANEOUS

QTY	DESCRIPTION	AMOUNT
	TRUCKING	
	EQUIPMENT RENTAL	
TOTAL MISCELLANEOUS COST		

SUMMARY

DESCRIPTION	AMOUNT
TOTAL MATERIAL	
TOTAL LABOR	
TOTAL MISCELLANEOUS	
OVERHEAD & PROFIT	
BOND	
GRAND TOTAL	

AUTHORIZED BY: S Brett S. Ballett

CUSTOMER WORK AUTHORIZATION NO.:

SDI REPRESENTATIVE: Diego C

COMPANY: Vaughn

WORK TO BE CONTINUED? YES [ ] NO [X]

IF YES, CONTINUED ON EWA NO.:

PRINT: Diego C

White - Office • Canary - Project Manager • Pink - General Contractor • Goldenrod - Foreman

REQUEST FOR CHANGE ORDER

Ref.# TX8013-044
External/RCO#
GC Ref#
Date Mar 21, 2023
Job # TX8013

To: **VAUGHN CONSTRUCTION**
10355 WESTPARK DRIVE
HOUSTON, TX 77042
Phone: (281) 808-7772 Fax: (713) 243-8350

Project: **WILCO CHILDREN'S ADVOCACY CENTER**
1811 S.E. Inner Loop
Georgetown, TX 78626

Contact: Doug Boram

Description: **EWA 64277 - RFI 61**

Labor	Phase	Cost Code	Quantity	UOM	Unit Total	Rate	Total
General Foreman	00	501	1.00	Hrs	1.00	50.00	$50.00
Extra Work	00	511	8.00	Hrs	8.00	42.00	$336.00
					Total Labor		**$386.00**

AUTHORIZED BY: Doug Boram
ON BEHALF OF: VAUGHN CONSTRUCTION
PROJECT MANAGER: JEREMY A RIDDLE
ESTIMATOR: TRENT E PATTESON

Labor Total:	**$386.00**	
Material Total:	**$0.00**	
Sub Trade Total:	**$0.00**	
Cleanup Total:	**$0.00**	
Equipment Total:	**$0.00**	
Misc. Total:	**$0.00**	
Sub Total:	**$386.00**	
Mark Up:	**$39.00**	10.10%
Total:	**$425.00**	

STANDARD DRYWALL, INC.
EXTRA WORK AUTHORIZATION

64277

JOB NO.	JOB NAME	CUSTOMER	AUTH TO PROCEED	START DATE	FINISH DT
Tx8013	Wilco CAC	Vaughn		3-1-23	3-2-23

DESCRIPTION OF WORK:

At the request of Shawn B. SDI worked on RFI #61

MATERIAL

QTY	DESCRIPTION

SUBTOTAL	
SALES TAX @ %	
TOTAL MATERIAL COST	

LABOR

TRADE	R	OT	DT	PT	DP	RATE	AMOUNT
SUPERVISION	1						
CARPENTER	8						
TAPER							
LATHER							
PLASTERER							
HODCARRIER							
LABORER							

TOTAL LABOR COST	

MISCELLANEOUS

QTY	DESCRIPTION	AMOUNT
	TRUCKING	
	EQUIPMENT RENTAL	
	TOTAL MISCELLANEOUS COST	

SUMMARY

DESCRIPTION	AMOUNT
TOTAL MATERIAL	
TOTAL LABOR	
TOTAL MISCELLANEOUS	
OVERHEAD & PROFIT	
BOND	
GRAND TOTAL	

AUTHORIZED BY: S. Bartlett S. Bartlett

CUSTOMER WORK AUTHORIZATION NO.:

SDI REPRESENTATIVE: Diego C

COMPANY: Vaughn

WORK TO BE CONTINUED? YES [ ] NO [X]

IF YES, CONTINUED ON EWA NO.:

PRINT: Diego C

White - Office • Canary - Project Manager • Pink - General Contractor • Goldenrod - Foreman

CENTRAL TEXAS FINISHERS
QUALITY. ON TIME!

8534 Apache Rd. Converse Texas 78109
Project Manager- Enrique Sapien
es@centraltexasfinishers.com
915.249.5678

T&M Estimate

Project Name: WILCO CHILDRENS ADVOCACY CENTER
Date: 4/5/2023
Contractor Name: CTF
Change No.
Description: WINDOW FRAME SEALER

Item #	Description	Quantity	Unit	Unit Cost	Labor	Material & Equipment	Equipment
	Labor						
	BENJAMIN SANCHEZ	6.0	HR	$ 25.11	$ 151		
	5-Apr		HR		$ -		
			HR		$ -		
			HR		$ -		
	Materials						
	MINWAX CLEAR PU WOOD SEALER SG	1.0	GL	$ 64.85		$ 64.85	
						$ -	
						$	
						$ -	
						$ -	
						$ -	
						$ -	
						$ -	
	Equipment						
							$ -
							$ -
							$ -
							$ -
							$ -
				SUBTOTAL	$ 150.66	$ 64.85	$ -
							$ 215.51

Overhead and Profit (15% for up to $10,000 Subtotal)	**SUBTOTAL**	$ 215.51
10.0%		$ 21.55
Overhead and Profit (10% for $10,000 - $20,000 Subtotal)	**SUBTOTAL**	$ -
10.0%		$ -
Overhead and Profit (7.5% for over $20,000 Subtotal)	**SUBTOTAL**	$ -
7.5%		$ -
TOTAL FOR THIS CHANGE PROPOSAL		**$ 237.06**

CENTRAL TEXAS FINISHERS
QUALITY. ON TIME!

8534 Apache Rd. Converse Texas 78109
Project Manager- Enrique Sapien
es@centraltexasfinishers.com
915.249.5678

T&M Estimate

Project Name: WILCO CHILDRENS ADVOCACY CENTER
Date: 4/6/2023
Contractor Name: CTF
Change No.
Description: WINDOW SILL PAINT

Item #	Description	Quantity	Unit	Unit Cost	Labor	Material & Equipment	Equipment
	Labor						
	GILBERT MARTINEZ JR		HR		$ -		
	5-Apr	3.0	HR	$ 25.11	$ 75		
	6-Apr	4.0	HR	$ 25.11	$ 100		
			HR		$ -		
	Materials						
	SW EXTREME BOND PRIMER	1.0	GL	$ 55.99		$ 55.99	
	SW PROMAR 200 LOW VOC INTERIOR PAINT	1.0	GL	$ 67.99		$ 67.99	
						$	
						$ -	
						$ -	
						$ -	
						$ -	
						$ -	
	Equipment						
							$ -
							$ -
							$ -
							$ -
							$ -
				SUBTOTAL	$ 175.77	$ 123.98	$ -
							$ 299.75

Overhead and Profit (15% for up to $10,000 Subtotal)	**SUBTOTAL**	$ 299.75
10.0%		$ 29.98
Overhead and Profit (10% for $10,000 - $20,000 Subtotal)	**SUBTOTAL**	$ -
10.0%		$ -
Overhead and Profit (7.5% for over $20,000 Subtotal)	**SUBTOTAL**	$ -
7.5%		$ -
TOTAL FOR THIS CHANGE PROPOSAL		**$ 329.73**

Southern Specialty & Accessory, LLC
4250 Cedarbrush Drive • Dallas, Texas 75229 • 214-470-5821
MBE Certification #HMMB92903N1019 • HUB Certification #1463618387400 • DBE Certification #HMDB20659Y0920

August 8, 2022

Re: Wilco CAC Changer order #2
Georgetown, TX

Dear Joseph,

For the above-referenced project and per the plans provided by BLGY Architecture, we propose the following prices for the following items:

Material Cost Escalation: $ 1,830
OH&P (8.2%): $ 150

Toilet Partitions **$1,980.00**

Total $1,980.00

Inclusions:

- One Mobilization to field measure and one to install everything
- Southern Specialty & Accessory will not install grab bars, baby changing stations or shower seats without the necessary and proper wood blocking
- Manufacturer's Standard colors on all items
- ***CHANGE IN PANEL SIZE & MANUFACTURER PRICE INCREASE**

Exclusions:

- Blocking of walls
- P & P Bonds
- Permits
- Tax

These prices are good for 30 days and are subject to review if there are any changes to the above referenced plans. Should you have any questions please do not hesitate to call.

Sincerely,

Jose Mora
972-821-8901

Doyle Electric, LLC
917 Sixth St
Marble Falls, Texas 78654
Phone: 512-743-5534

Request for Change Order

4/6/2023

TO:
Vaughn Construction
Doug Boram
Houston, Texas 77042

JOB:
Project: Wilco Children's Advocacy Center
1811 SE Inner Loop
Georgetown, TX 78626

Change Order Number: 593-18

CHANGE ORDER INFORMATION: Power to Motorized Shades

WORK DESCRIPTION: Includes labor and material for additional power to motorized shades.

The total amount of this Change Order is: **$582.00**

Total Number of Working Days: **1**

Exclusions:
- **Tax**
- **Sheetrock Repair**
- **Paint**
- **Grid Repair**
- **Schedule Delays**
- **Additional Caulking**
- **Plugs/Sealing of sleeves**
- **Access Panels**

Sincerely,

Dustin Doyle

Dustin Doyle
Doyle Electric, LLC
512-743-5534

Item#	Description	Qty	Price	Price Unit	Ext Price	Labor	Labor Unit	Ext Labor
9856	Cut-in Box with F Clips	1.00	5.70	E	5.70	1.00	E	0.00
9857	Electrician	3.00	0.00	C	0.00	1.00	E	3.00
					5.70			**3.00**

Change Order Summary	
Material Total	$5.70
Material Subtotal	**$5.70**
Electrician Hours	3.00
Electrican per Hour with Burden	$38.77
Overtime Electrician Hours	0.00
OT Electrican per Hour with Burden	$57.38
Superintedent Hours	1.00
Superintedent per Hour with Burden	$63.88
OT Superintedent Hours	0.00
OT Superintedent per Hour with Burden	$94.54
Labor Subtotal	***$180.19***
Consumables (6% of material)	*$0.34*
Project Management (5% of labor)	*$9.01*
Safety ($0.50 per labor hour)	*$1.50*
Equipment	*$332.00*
Subcontractors	*$0.00*
Direct Costs Subtotals	***$342.85***
Total Costs Subtotal	$528.74
Overhead/Profit (10%)	$52.87
CHANGE ORDER TOTAL	**$582**

Doyle Electric, LLC
917 Sixth St
Marble Falls, Texas 78654
Phone: 512-743-5534

Request for Change Order

4/6/2023

TO:
Vaughn Construction
Doug Boram
Houston, Texas 77042

JOB:
Project: Wilco Children's Advocacy Center
1811 SE Inner Loop
Georgetown, TX 78626

Change Order Number: 593-19

CHANGE ORDER INFORMATION: Relocate Receptacles per RFI 90

WORK DESCRIPTION: Includes labor and material for relocation of receptacles per RFI 90.

The total amount of this Change Order is: **$780.00**

Total Number of Working Days: **1**

Exclusions:
- **Tax**
- **Sheetrock Repair**
- **Paint**
- **Grid Repair**
- **Schedule Delays**
- **Additional Caulking**
- **Plugs/Sealing of sleeves**
- **Access Panels**

Sincerely,

Dustin Doyle

Dustin Doyle
Doyle Electric, LLC
512-743-5534

Item#	Description	Qty	Price	Price Unit	Ext Price	Labor	Labor Unit	Ext Labor
9856	Electrician	7.50	0.00	C	0.00	1.00	E	7.50
					0.00			**7.50**

Change Order Summary	
Material Total	$0.00
Material Subtotal	**$0.00**
Electrician Hours	7.50
Electrican per Hour with Burden	$38.77
Overtime Electrician Hours	0.00
OT Electrican per Hour with Burden	$57.38
Superintedent Hours	1.00
Superintedent per Hour with Burden	$63.88
OT Superintedent Hours	0.00
OT Superintedent per Hour with Burden	$94.54
Labor Subtotal	***$354.66***
Consumables (6% of material)	*$0.00*
Project Management (5% of labor)	*$17.73*
Safety ($0.50 per labor hour)	*$4.25*
Equipment	*$332.00*
Subcontractors	*$0.00*
Direct Costs Subtotals	***$353.98***
Total Costs Subtotal	$708.64
Overhead/Profit (10%)	$70.86
CHANGE ORDER TOTAL	**$780**

Doyle Electric, LLC
917 Sixth St
Marble Falls, Texas 78654
Phone: 512-743-5534

Request for Change Order

4/6/2023

TO:
Vaughn Construction
Doug Boram
Houston, Texas 77042

JOB:
Project: Wilco Children's Advocacy Center
1811 SE Inner Loop
Georgetown, TX 78626

Change Order Number: 593-20

CHANGE ORDER INFORMATION: Additional AV Conduit in Conference Rm 160

WORK DESCRIPTION: Includes material and labor for additional AV conduit required in Conference Rm 160

The total amount of this Change Order is: **$1,129.00**

Total Number of Working Days: **1**

Exclusions:
- **Tax**
- **Sheetrock Repair**
- **Paint**
- **Grid Repair**
- **Schedule Delays**
- **Additional Caulking**
- **Plugs/Sealing of sleeves**
- **Access Panels**

Sincerely,

Dustin Doyle

Dustin Doyle
Doyle Electric, LLC
512-743-5534

Item#	Description	Qty	Price	Price Unit	Ext Price	Labor	Labor Unit	Ext Labor
1003	1-1/4" EMT	30.00	330.08	C	99.02	6.20	C	0.00
1005	2" EMT	30.00	472.78	C	141.83	8.00	C	0.00
1567	1-1/4" Compression Steel Coupling	3.00	322.10	C	9.66	0.50	E	0.00
1569	2" Compression Steel Coupling	3.00	637.92	C	19.14	0.70	E	0.00
1609	1-1/4" Plastic Bushing	2.00	69.23	C	1.38	0.17	E	0.00
1611	2" Plastic Bushing	2.00	162.53	C	3.25	0.27	E	0.00
2373	1-1/4" Unistrut Strap	4.00	279.02	C	11.16	14.00	C	0.00
2375	2" Unistrut Strap	4.00	339.31	C	13.57	20.00	C	0.00
3078	1/8" Poly Pull Line	80.00	33.44	M	2.68	3.50	M	0.00
5932	Unistrut (Deep)	10.00	1150.04	C	115.04	20.00	C	0.00
5935	Cut 12 Gauge 1-5/8x1-5/8 Channel (labor)	5.00	0.00	E	0.00	0.26	E	0.00
					416.74			**4.50**

Change Order Summary	
Material Total	$416.74
Material Subtotal	**$416.74**
Electrician Hours	4.50
Electrican per Hour with Burden	$38.77
Overtime Electrician Hours	0.00
OT Electrican per Hour with Burden	$57.38
Superintedent Hours	1.00
Superintedent per Hour with Burden	$63.88
OT Superintedent Hours	0.00
OT Superintedent per Hour with Burden	$94.54
Labor Subtotal	***$238.35***
Consumables (6% of material)	*$25.00*
Project Management (5% of labor)	*$11.92*
Safety ($0.50 per labor hour)	*$2.75*
Equipment	*$332.00*
Subcontractors	*$0.00*
Direct Costs Subtotals	***$371.67***
Total Costs Subtotal	$1,026.75
Overhead/Profit (10%)	$102.68
CHANGE ORDER TOTAL	**$1,129**

Doyle Electric, LLC
917 Sixth St
Marble Falls, Texas 78654
Phone: 512-743-5534

Request for Change Order

4/7/2023

TO:
Vaughn Construction
Doug Boram
Houston, Texas 77042

JOB:
Project: Wilco Children's Advocacy Center
1811 SE Inner Loop
Georgetown, TX 78626

Change Order Number: 593-21

CHANGE ORDER INFORMATION: Upgrade Water Heater Circuit

WORK DESCRIPTION: Includes material and labor for upgrading water heater circuit due to higher amperage needed.

The total amount of this Change Order is: **$1,580.00**

Total Number of Working Days: **1**

Exclusions:
- **Tax**
- **Sheetrock Repair**
- **Paint**
- **Grid Repair**
- **Schedule Delays**
- **Additional Caulking**
- **Plugs/Sealing of sleeves**
- **Access Panels**

Sincerely,

Dustin Doyle

Dustin Doyle
Doyle Electric, LLC
512-743-5534

Item#	Description	Qty	Price	Price Unit	Ext Price	Labor	Labor Unit	Ext Labor
2662	#8 THHN CU Stranded Wire	160.00	573.78	M	91.80	0.00	M	0.00
3238	60A/3P 600V HD Fus Safety Sw-Nema 1	1.00	465.81	E	465.81	0.00	E	0.00
3339	40A 600V RK5 Time Delay Fuse	3.00	34.42	E	103.26	0.00	E	0.00
3959	40A 3P 120/240V Bolt-On Circuit Breaker	1.00	67.40	E	67.40	0.00	E	0.00
9857	Electrician	3.00	0.00	C	0.00	0.00	E	6.50
					728.27			**6.50**

Change Order Summary	
Material Total	$728.27
Material Subtotal	**$728.27**
Electrician Hours	4.00
Electrican per Hour with Burden	$38.77
Overtime Electrician Hours	0.00
OT Electrican per Hour with Burden	$57.38
Superintedent Hours	2.50
Superintedent per Hour with Burden	$63.88
OT Superintedent Hours	0.00
OT Superintedent per Hour with Burden	$94.54
Labor Subtotal	***$314.78***
Consumables (6% of material)	*$43.70*
Project Management (5% of labor)	*$15.74*
Safety ($0.50 per labor hour)	*$1.50*
Equipment	*$332.00*
Subcontractors	*$0.00*
Direct Costs Subtotals	***$392.94***
Total Costs Subtotal	$1,435.99
Overhead/Profit (10%)	$143.60
CHANGE ORDER TOTAL	**$1,580**

Doyle Electric, LLC
917 Sixth St
Marble Falls, Texas 78654
Phone: 512-743-5534

Request for Change Order

4/7/2023

TO:
Vaughn Construction
Doug Boram
Houston, Texas 77042

JOB:
Project: Wilco Children's Advocacy Center
1811 SE Inner Loop
Georgetown, TX 78626

Change Order Number: 593-22

CHANGE ORDER INFORMATION: Refeed CU at North Mechanical Yard

WORK DESCRIPTION: Includes material and labor for refeeding condenser at North Mechanical Yard.

The total amount of this Change Order is: **$261.00**

Total Number of Working Days: **1**

Exclusions:
- **Tax**
- **Sheetrock Repair**
- **Paint**
- **Grid Repair**
- **Schedule Delays**
- **Additional Caulking**
- **Plugs/Sealing of sleeves**
- **Access Panels**

Sincerely,

Dustin Doyle

Dustin Doyle
Doyle Electric, LLC
512-743-5534

Item#	Description	Qty	Price	Price Unit	Ext Price	Labor	Labor Unit	Ext Labor
2662	#10 THHN CU Stranded Wire	40.00	307.67	M	12.31	0.00	M	0.00
1269	3/4" Liquidtite Conduit	6.00	521.81	C	31.31	0.00	E	0.00
9857	Electrician	3.00	0.00	C	0.00	0.00	E	3.00
					43.62			**3.00**

Change Order Summary	
Material Total	$43.62
Material Subtotal	**$43.62**
Electrician Hours	3.00
Electrican per Hour with Burden	$38.77
Overtime Electrician Hours	0.00
OT Electrican per Hour with Burden	$57.38
Superintedent Hours	1.00
Superintedent per Hour with Burden	$63.88
OT Superintedent Hours	0.00
OT Superintedent per Hour with Burden	$94.54
Labor Subtotal	***$180.19***
Consumables (6% of material)	*$2.62*
Project Management (5% of labor)	*$9.01*
Safety ($0.50 per labor hour)	*$2.00*
Equipment	*$0.00*
Subcontractors	*$0.00*
Direct Costs Subtotals	***$13.63***
Total Costs Subtotal	$237.43
Overhead/Profit (10%)	$23.74
CHANGE ORDER TOTAL	**$261**

Doyle Electric, LLC
917 Sixth St
Marble Falls, Texas 78654
Phone: 512-743-5534

Request for Change Order

4/7/2023

TO:
Vaughn Construction
Doug Boram
Houston, Texas 77042

JOB:
Project: Wilco Children's Advocacy Center
1811 SE Inner Loop
Georgetown, TX 78626

Change Order Number: 593-24

CHANGE ORDER INFORMATION: Additional FA Conduit between New and Existing Building

WORK DESCRIPTION: Includes material and labor for additional conduit between new and existing building.

The total amount of this Change Order is: **$340.00**

Total Number of Working Days: **1**

Exclusions:
- **Tax**
- **Sheetrock Repair**
- **Paint**
- **Grid Repair**
- **Schedule Delays**
- **Additional Caulking**
- **Plugs/Sealing of sleeves**
- **Access Panels**

Sincerely,

Dustin Doyle

Dustin Doyle
Doyle Electric, LLC
512-743-5534

Item#	Description	Qty	Price	Price Unit	Ext Price	Labor	Labor Unit	Ext Labor
1001	3/4" EMT	20.00	106.04	C	21.21	0.00	C	0.00
1545	3/4" Set Screw Steel Conn	7.00	346.50	C	24.26	0.00	E	0.00
2339	3/4" 1-Hole Strap	2.00	55.24	C	1.10	0.00	C	0.00
2477	4-11/16" Square Box Comb KO's	3.00	6945.20	M	20.84	0.00	E	0.00
6163	Anchors	7.00	30.00	C	2.10	0.00	E	0.00
6197	3\4" Bushing	3.00	0.93	E	2.79	0.00	E	0.00
9857	Electrician	4.00	0.00	C	0.00	0.00	E	4.00
					72.29			**4.00**

Change Order Summary	
Material Total	$72.29
Material Subtotal	**$72.29**
Electrician Hours	4.00
Electrican per Hour with Burden	$38.77
Overtime Electrician Hours	0.00
OT Electrican per Hour with Burden	$57.38
Superintedent Hours	1.00
Superintedent per Hour with Burden	$63.88
OT Superintedent Hours	0.00
OT Superintedent per Hour with Burden	$94.54
Labor Subtotal	***$218.96***
Consumables (6% of material)	*$4.34*
Project Management (5% of labor)	*$10.95*
Safety ($0.50 per labor hour)	*$2.50*
Equipment	*$0.00*
Subcontractors	*$0.00*
Direct Costs Subtotals	***$17.79***
Total Costs Subtotal	$309.03
Overhead/Profit (10%)	$30.90
CHANGE ORDER TOTAL	**$340**

Carroll Systems
Voice & Data Structured Cabling
4603 COMMERCIAL PARK DRIVE ▪ AUSTIN, TEXAS 78724

April 17, 2023

PROPOSAL

Submitted to: Vaughn Construction

Project Name: Wilco Advocacy Center-Sound Masking

Location: Georgetown, Texas

SCOPE OF WORK

This proposal covers custom sound masking systems. Carroll Systems is a MPS Certified Installer and can offer a manufacture warranty.

Custom sound masking system to include:

1.) Install 1, networkable, 4x M24 4 channel MPS control module in the server room or other discreet location. Master control module and power supply requires a standard 115v outlet plug. Install **14**, full-spectrum voice arrest speakers per included design drawing. Speaker placement design focuses on coverage of the primary open corridor area. The conference room, and private offices break room are excluded and the open corridor area are indicated by (Red, Blue & Purple dots). The grid pattern allows consistent and pleasant sound masking sound throughout the treated space.

2.) "Adaptive Technology" allows the system to automatically make volume adjustments according to the current sound/voice/noise level. Quite simply – it ramps up the sound masking volume when it's noisy, and scales it back when it's not. This feature also provides additional energy savings. This optional feature would include **0** sensors to be installed centrally in exposed ceiling in the open office area.

3.) All work will be performed during normal working hours.

4.) A 1–2-hour onsite training will be scheduled before “go-live”.

- ✓ State-of-the art, software-driven sound masking system utilizing full-range, plenum installed speakers installed in a grid pattern to provide focused and comfortable sound masking throughout the designated treated areas.
- ✓ Available Adaptive Technology control. Ceiling-installed sensors automatically adjust the volume level of the sound masking depending on the current voice/noise level of the treated space. Patented technology – available in no other sound masking system currently in production
- ✓ 5-year warranty on all system components
- ✓ I.P. addressable – System can be controlled from any wireless notebook computer (or desktop) that logs onto the sound masking wireless network – or via optional touchpad.
- ✓ Fully expandable and re-configurable. Additional controllers/speakers/zones can be added in the future at a reduced cost.
- ✓ No tuning, maintenance, or updating required - truly “set and forget.”
- ✓ Fully detailed wiring diagram highlighting zone, speaker, controller, and sensor placement
- ✓ We provide a Project Manager to oversee the project.

Pricing

Description	Price
Materials	$5,137.00
Labor	$2,722.00
Total	**$7,859.00**

Material

QTY	UM	MANF.	PART #	DESCRIPTION
1000	ea	ReelSimple	112000-09	18/2 AWG Wire CMP
4	ea	MPS	VA-SURF4	VoiceArrest Surface Mount Speaker-4"
10	ea	MPS	VA-DIRB	VoiceArrest Plenum Speaker Black
1	ea	MPS	VA-24PKG	VA-24 Controller Package
1	ea	0	0	Velcro
1	ea	Spec Seal	SSP100	Fire Putty
20	ea	Panduit	JP75W-L20	J Hooks
1	lot	0	0	10-9900 MISC

PROVISIONS

Any additional work not specified in this scope of work or any additional work request from customer may result in a change order.

This proposal does not include bond costs. Carroll Systems is bondable and can obtain a bond upon contact award if desired by customer.

Lift Rental is included in the cost will be needed to route cable and mount speakers in heigh ceiling areas. Floor coverings to be provided by Vaughn and laid out by Carroll Systems as needed to shuffle lift.

This quotation is based on asbestos-free environment.

Project delays outside of Carroll System's control, including but not limited to delay by other trades or customer, could result in additional cost to customer.
This proposal pricing is good for a period of 30 days.

This quotation assumes that detailed "As-Built" drawings (floor plans), key sheets, cable/jack configuration including all existing inside and outside cable plant will be provided by customer and will be ready prior to cable installations.

This quotation assumes that all existing and new conduits are properly sized and that any new conduits, power poles, core holes, floor or wall penetrations, and floor boxes will be provided by other vendors and will be ready prior to cable installation.

ACCEPTANCE

We hereby propose to furnish material and labor - complete in accordance with the enclosed scope of work for the sum of:

Seven Thousand Eight Hundred Fifty-Nine Dollars and 00/100

$7,859.00

Payment to be made as follows: Net 30 days

Sales tax: Exempt: __X___ Resale ____ Taxable: _____

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from enclosed specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our employees are fully covered by Workmen's Compensation Insurance.

Authorized Signature: _____
Note: This proposal may be withdrawn by us if not accepted within Thirty (30) days.

Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

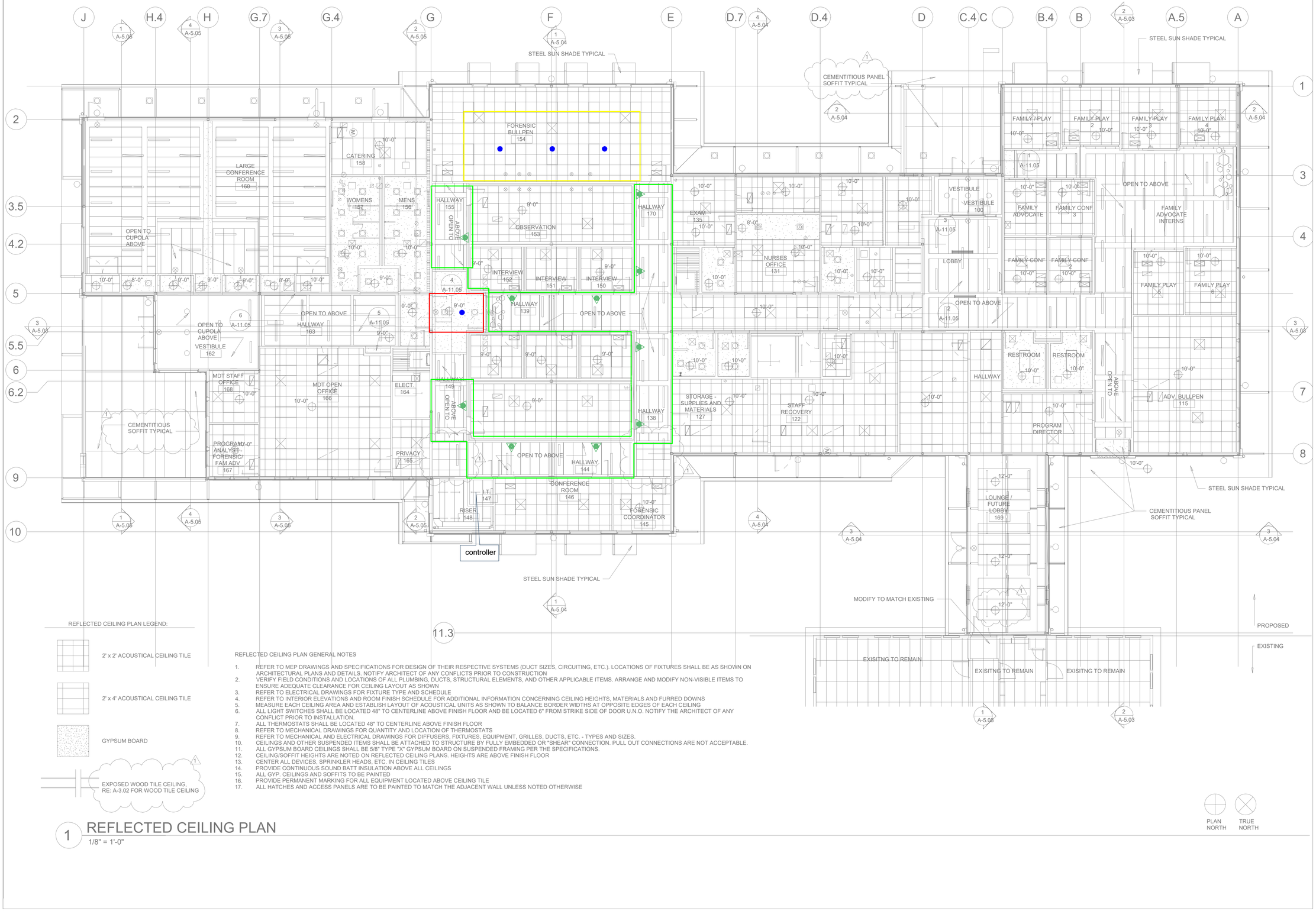
_____ _____
Date of Acceptance Signature

_____
Signature

Respectfully,

Richard Wehr
Project Manager
Carroll Systems

O 512-927-1200
F 512-927-1355
C 512-844-2197



REFLECTED CEILING PLAN LEGEND:

- 2' x 2' ACOUSTICAL CEILING TILE
- 2' x 4' ACOUSTICAL CEILING TILE
- GYPSUM BOARD
- EXPOSED WOOD TILE CEILING, RE: A-3.02 FOR WOOD TILE CEILING

REFLECTED CEILING PLAN GENERAL NOTES

1. REFER TO MEP DRAWINGS AND SPECIFICATIONS FOR DESIGN OF THEIR RESPECTIVE SYSTEMS (DUCT SIZES, CIRCUITING, ETC.). LOCATIONS OF FIXTURES SHALL BE AS SHOWN ON ARCHITECTURAL PLANS AND DETAILS. NOTIFY ARCHITECT OF ANY CONFLICTS PRIOR TO CONSTRUCTION
2. VERIFY FIELD CONDITIONS AND LOCATIONS OF ALL PLUMBING, DUCTS, STRUCTURAL ELEMENTS, AND OTHER APPLICABLE ITEMS. ARRANGE AND MODIFY NON-VISIBLE ITEMS TO ENSURE ADEQUATE CLEARANCE FOR CEILING LAYOUT AS SHOWN
3. REFER TO ELECTRICAL DRAWINGS FOR FIXTURE TYPE AND SCHEDULE
4. REFER TO INTERIOR ELEVATIONS AND ROOM FINISH SCHEDULE FOR ADDITIONAL INFORMATION CONCERNING CEILING HEIGHTS, MATERIALS AND FURRED DOWNS
5. MEASURE EACH CEILING AREA AND ESTABLISH LAYOUT OF ACOUSTICAL UNITS AS SHOWN TO BALANCE BORDER WIDTHS AT OPPOSITE EDGES OF EACH CEILING
6. ALL LIGHT SWITCHES SHALL BE LOCATED 48" TO CENTERLINE ABOVE FINISH FLOOR AND BE LOCATED 6" FROM STRIKE SIDE OF DOOR U.N.O. NOTIFY THE ARCHITECT OF ANY CONFLICT PRIOR TO INSTALLATION.
7. ALL THERMOSTATS SHALL BE LOCATED 48" TO CENTERLINE ABOVE FINISH FLOOR
8. REFER TO MECHANICAL DRAWINGS FOR QUANTITY AND LOCATION OF THERMOSTATS
9. REFER TO MECHANICAL AND ELECTRICAL DRAWINGS FOR DIFFUSERS, FIXTURES, EQUIPMENT, GRILLES, DUCTS, ETC. - TYPES AND SIZES.
10. CEILINGS AND OTHER SUSPENDED ITEMS SHALL BE ATTACHED TO STRUCTURE BY FULLY EMBEDDED OR "SHEAR" CONNECTION. PULL OUT CONNECTIONS ARE NOT ACCEPTABLE.
11. ALL GYPSUM BOARD CEILINGS SHALL BE 5/8" TYPE "X" GYPSUM BOARD ON SUSPENDED FRAMING PER THE SPECIFICATIONS.
12. CEILING/SOFFIT HEIGHTS ARE NOTED ON REFLECTED CEILING PLANS. HEIGHTS ARE ABOVE FINISH FLOOR
13. CENTER ALL DEVICES, SPRINKLER HEADS, ETC. IN CEILING TILES
14. PROVIDE CONTINUOUS SOUND BATT INSULATION ABOVE ALL CEILINGS
15. ALL GYP. CEILINGS AND SOFFITS TO BE PAINTED
16. PROVIDE PERMANENT MARKING FOR ALL EQUIPMENT LOCATED ABOVE CEILING TILE
17. ALL HATCHES AND ACCESS PANELS ARE TO BE PAINTED TO MATCH THE ADJACENT WALL UNLESS NOTED OTHERWISE

PLAN NORTH

TRUE NORTH

1 REFLECTED CEILING PLAN

1/8" = 1'-0"

	Equipment	Qty
	VA-SPK plenum	0
	VA-DIR-B exposed	10
	VA-FLAT	0
	VA-HDN	0
	VA-SURF4W	4
S	VA-SEN	0
	VA-VibX	0
VK	VA-CTRL	0

Rev.	Date	By
A	3/29/2023	GW
B	4/5/2023	GW
C	4/12/2023	GW
D	4/14/2023	GW

Carroll Systems LP - Austin

Childrens Advocacy Center

MPS Acoustics
McKinney, TX
Trenton, TX
866-557-8438

A K FUQUAY CONSTRUCTION

CERTIFIED WBE/DBE

Main office: P.O. Box 310335 New Braunfels, TX 78131 Phone (512) 260-9899 Fax (512) 260-9009
www.fuquay.com

CHANGE ORDER

DATE March 31, 2023

PROJECT WILCO CHILDREN'S ADVOCACY CENTER ADDITION

WE PROPOSE TO PROVIDE ALL THE MATERIALS, LABOR, EQUIPMENT AND SUPERVISION NECESSARY TO COMPLETE THE FOLLOWING ITEMS FOR THE PROJECT REFERENCED ABOVE.

ITEM NUMBER/ DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	ESTIMATED COST
Please send over a deductive change order for the construction entrance that will not be done. Thanks, Jason			
*CONSTRUCTION ENTRANCE *12X50, Underlined with fabric*	1 EA	$ 1,350.00 EA	$ 1,350.00

CONT PAGE 2

RED & WHITE GREENERY, INC.

P. O. BOX 126
GEORGETOWN, TX 78627

Estimate

Date	Estimate #
3/24/2023	033426BS

Project
T&M Excavation
P.O. No.

Name / Address
WILCO Children's Advocacy Center 1811 SE Inner Loop Georgetown, TX. 78626

Description	Qty	Unit of Measure...	Rate	Total
Field Request for T&M Bed Excavation 3.16.23				
Labor for Excavation of Beds	40	mh	43.50	1,740.00
Skid Loader (2 for 1 day)	1	days	819.00	819.00
Mini Excavator	1	days	441.00	441.00
spoils spread onsite				

Subtotal	$3,000.00
Sales Tax (8.25%)	$0.00
Total	$3,000.00

Phone #	Fax #	Web Site
512-930-4707	512-869-2521	www.rwgreenery.com

RED & WHITE GREENERY, INC.

P. O. BOX 126
GEORGETOWN, TX 78627

Estimate

Date	Estimate #
3/27/2023	033427BS

Project
ASI 30 Addition- Fencing Changes
P.O. No.

Name / Address
WILCO Children's Advocacy Center 1811 SE Inner Loop Georgetown, TX. 78626

Description	Qty	Unit of Measure...	Rate	Total
ASI 30 dated 12.21.22- Fencing Change/Addition of Gates				
Addition of (2) 4' Standard Walk Gates, (1) Double 8' Standard Maintenance Gates, (2) Egress Standard Walk Gates prepped for ADA compliant hardware supplied by others.	1	ls	7,266.14	7,266.14
Alternate #1- Provide Self closing Hinges for ADA Gates if hardware installer does not provide self closing hinges with package. ADD- $2,030.00				

Subtotal	$7,266.14
Sales Tax (8.25%)	$0.00
Total	$7,266.14

Phone #	Fax #	Web Site
512-930-4707	512-869-2521	www.rwgreenery.com

Texas Traditions Roofing, LLC
508 Cedar Drive
Georgetown, TX 78628

License #: 03-0321

Recommendation Provided To:
Vaughn Construction
6604 N Lamar Blvd.
Austin, TX 78752
512-663-7461
dougboram@vaughnconstruction.com

Date Provided:
April 17, 2023

Recommendation Provided by:
Jameson Riser
559-779-1207

Scope:
Custom Metal Column Wraps at two (2) locations.

Base Price: **$ 11,883**
Price Valid for 60 days.

Inclusions:
Wrap column with insulation.
Install custom metal column wraps in Berridge 22-gauge Cityscape finish.

Exclusions:
Fire proofing.
Framing of the columns.
Round perforated metal mesh panels.
16-gauge metal.
Any other work not mentioned above.


GAF
CERTIFIED
MAINTENANCE
PROFESSIONAL
GAF
MASTER
ELITE
RESIDENTIAL
ROOFING CONTRACTOR


NATIONAL ROOFING
MEMBER
CONTRACTORS ASSOCIATION


BBB
ACCREDITED
BUSINESS

AQUATECH WATERPROOFING

CONTRACT CHANGE ORDER

Project Name: Williamson County CAC

Project Number:

Date: 3/10/2023

To: Vaughn

Attn: Clayton

CCO No.

Description: ***Re-Flashing Sun Clips***

Line items:	**Amount:**
Labor	$ 987.00
Material (+lift time)	$ 1,400.00
Subtotal:	**$ 2,387.00**
This CCO:	$ 2,387.00

Aquatech Waterproofing

Brent Clay 3-10-23

Name Date

Vaughn

Name Date

AQUATECH WATERPROOFING

CONTRACT CHANGE ORDER

Project Name: Wilco CAC
Project Number:

Date: 4/5/2023

To: Vaughn
Attn: Clayton Coleman

CCO No.

Description: ***Hollow Door Frames and wide expansion joint***

Line items:	**Amount:**	
Labor	$	732.00
Material	$	350.00
OH and Profit	$	108.20
Subtotal:	**$**	**1,190.20**
Original Contract:		
Previous CCO's:		
This CCO:	$	1,190.20
Total Contract:	**$**	**1,190.20**

Signature Block:

Aquatech Waterproofing

Brent C Hughes 4/5/23
Name Date

Vaughn

Name Date

AQUATECH WATERPROOFING

CONTRACT CHANGE ORDER

Project Name: Wilco CAC

Project Number:

Date: 4/18/2023

To: Vaughn

Attn: Clayton

CCO No.

Description: ***Caulk trim to masonry***

Line items:	**Amount:**
Labor	$ 1,175.00
Material	$ 1,100.00
OH and Profit	$ 227.50
Subtotal:	**$ 2,502.50**
This CCO:	$ 2,502.50

Aquatech Waterproofing

Brent C Hagee 4/18/23

Name Date

Vaughn

Name Date

MYREX INDUSTRIES

Fabricators of Commercial and Industrial Steel

City of Houston Certified #367
1912 Buschong St. Houston, TX 77039
(713) 691-5200 Main Fax (713) 691-3355 Sales Fax (713) 691-4646

*** CHANGE ORDER REQUEST ***

DATE OF CHANGE ORDER	March 16, 2023
DATE OF LAST REVISION	
MYREX JOB NO.	11804
MYREX CHANGE NO.	-012
CUSTOMER CHANGE ORDER OR RFI NO.	Email Request
PROJECT	Wilco Children's Advocacy Center
CONTRACTOR NAME	Vaughn Construction (ATX)
PROJECT MANAGER	Doug Boram
JOB SITE PHONE	
JOB SITE FAX	

PLEASE PROCESS A CHANGE ORDER TO OUR PURCHASE ORDER FOR THE EXTRA WORK DESCRIBED BELOW:

Added 2 line rail at concrete steps

All material will be painted with one coat of Myrex standard shop primer with SSPC-SP2 cleaning u.n.o.

Materials					Material Amount	250.00
Fabrication	Manhours	10.00	Hourly Rate	55.00	Fabrication Labor	55 0.00
Detailing	Manhours	5.00	Hourly Rate	60.00	Detailing Time	300.00
Project Mgr	Manhours		Hourly Rate		Project Mgr Time	0.00
					Freight	350.00

ITEM DESCRIPTIONS AND AMOUNTS: Galvanizing, Miscellaneous, Buyouts, etc.

Galvaning	150.00

See Page 2 for Grand Total

	Subtotal from Page 1	1,600.00
5.00%	Overhead	80.00
5.00%	Profit	80.00
	Erection	
	Erection Overhead/Profit	0.00

NOTES

CHANGE TOTALS

	Change Amount	**1,760.00**
	Tax Amount	**0.00**

GRAND TOTAL	**1,760.00**

The status of this Change Order is ***Unapproved***

Approved = Myrex has received formal Change Order.

Unapproved = Myrex has been authorized to proceed, with formal Change Order to follow.

Quoted only = Myrex has not been authorized to proceed.

PIP = Pricing In Progress.

Please initial here _____ to verify Change Order status.

MYREX INDUSTRIES

Ryan Sevcik

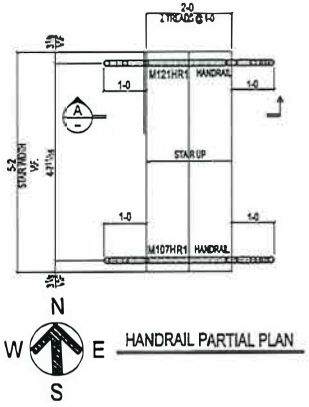
Vaughn Construction (ATX)

Authorized Signature

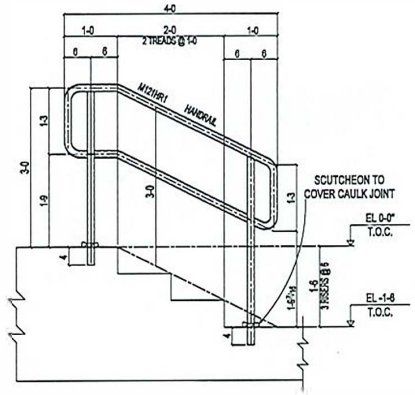
DUE TO VOLATILITY IN THE CURRENT STEEL MARKET THE PRICE QUOTED ON THIS CHANGE ORDER WILL BE SUBJECT TO POSSIBLE ESCALATION IF THE ORDER IS NOT RECEIVED IN 24 HOURS.

EXTRA WORK WILL NOT BE PERFORMED UNTIL A SIGNED COPY OF THIS REQUEST IS RETURNED TO MYREX INDUSTRIES.

THE CHANGES QUOTED HEREIN WILL IMPACT THE MYREX PRODUCTION SCHEDULE BY A MINIMUM OF 2.00 WORKING DAYS.



HANDRAIL PARTIAL PLAN



SECTION A

CERTIFIED WELDING FABRICATOR

AISC CERTIFIED FABRICATOR

NOTE: UNLESS OTHERWISE SPECIFIED, ALL WELDING TO BE PERFORMED IN ACCORDANCE WITH AWS D1.1 WITH E7XXX LH FILLER METAL

NOTE * IMPORTANT * NOTE
We will not accept charges for labor, materials, or corrective work unless duly authorized.

CONSTRUCTION ISSUE				APPROVAL ISSUE			
REV. NO.	DESCRIPTION	MADE	DATE	REV. NO.	DESCRIPTION	MADE	DATE
				B	FOR APPROVAL	KDF	05-04-22
				A	FOR APPROVAL	KDF	03-04-22

SURFACE PREP.:
FINISH:

MYREX INDUSTRIES
CITY OF HOUSTON CERTIFIED # 937, 388 & 939

DRAWN BY KDF DATE 03-22
DESIGNED BY RRP DATE 03-22
REVISED BY DATE

CUSTOMER VAUGHN CONSTRUCTION (ATX)
PROJECT WILCO CHILDREN'S ADVOCACY CENTER
LOCATION GEORGETOWN, TX

JOB# 11804
SHEET# ME103
REV.# B

KDF 11804

04 May 2022 10:47:52

MYREX INDUSTRIES

Fabricators of Commercial and Industrial Steel

City of Houston Certified #367
1912 Buschong St. Houston, TX 77039
(713) 691-5200 Main Fax (713) 691-3355 Sales Fax (713) 691-4646

*** CHANGE ORDER REQUEST ***

DATE OF CHANGE ORDER	April 6, 2023
DATE OF LAST REVISION	
MYREX JOB NO.	11804
MYREX CHANGE NO.	-013
CUSTOMER CHANGE ORDER OR RFI NO.	Email Request
PROJECT	Wilco Children's Advocacy Center
CONTRACTOR NAME	Vaughn Construction (ATX)
PROJECT MANAGER	Doug Boram
JOB SITE PHONE	
JOB SITE FAX	

PLEASE PROCESS A CHANGE ORDER TO OUR PURCHASE ORDER FOR THE EXTRA WORK DESCRIBED BELOW:

Additional diamond plate for mechanical trough covers

All material will be painted with one coat of Myrex standard shop primer with SSPC-SP2 cleaning u.n.o.

Materials					Material Amount	350.00
Fabrication	Manhours	6.00	Hourly Rate	55.00	Fabrication Labor	330.00
Detailing	Manhours	4.00	Hourly Rate	60.00	Detailing Time	240.00
Project Mgr	Manhours		Hourly Rate		Project Mgr Time	0.00
					Freight	650.00

ITEM DESCRIPTIONS AND AMOUNTS: Galvanizing, Miscellaneous, Buyouts, etc.

Galvanizing	250.00

See Page 2 for Grand Total

		Subtotal from Page 1	1,820.00
	5.00%	Overhead	91.00
	5.00%	Profit	91.00
		Erection	
		Erection Overhead/Profit	0.00

NOTES

CHANGE TOTALS

Change Amount	**2,002.00**	
Tax Amount	**0.00**	

GRAND TOTAL **2,002.00**

The status of this Change Order is ***Unapproved***

Approved = Myrex has received formal Change Order.

Unapproved = Myrex has been authorized to proceed, with formal Change Order to follow.

Quoted only = Myrex has not been authorized to proceed.

PIP = Pricing In Progress.

Please initial here _____ to verify Change Order status.

MYREX INDUSTRIES **Vaughn Construction (ATX)**

_____ _____

Ryan Sevcik **Authorized Signature**

DUE TO VOLATILITY IN THE CURRENT STEEL MARKET THE PRICE QUOTED ON THIS CHANGE ORDER WILL BE SUBJECT TO POSSIBLE ESCALATION IF THE ORDER IS NOT RECEIVED IN 24 HOURS.

EXTRA WORK WILL NOT BE PERFORMED UNTIL A SIGNED COPY OF THIS REQUEST IS RETURNED TO MYREX INDUSTRIES.

THE CHANGES QUOTED HEREIN WILL IMPACT THE MYREX PRODUCTION SCHEDULE BY A MINIMUM OF 0.00 WORKING DAYS.

Commissioners Court - Regular Session **28.**

Meeting Date: 05/02/2023

Approval of Renewal #2 for Contract #T4116 Pre-Coating Mixture Asphalt for Road and Bridge Department

Submitted For: Joy Simonton **Submitted By:** Kim Chappius, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the extension of Contract #T4116 Pre-Coating Mixture Asphalt, renewal option period 2, for the same terms and conditions as the existing contract per attached documentation and spreadsheet, with Waller County Asphalt, Inc., for the 12-month term of 06/14/23 – 06/13/24 and authorizing the execution of the extension.

Background

This is the second extension for this contract. The Road and Bridge Department has confirmed that the vendor met all of the County's requirements on this contract and requests renewal. Funding Source is 01.0200.0210.003550. Department Point of Contact is Terron Evertson.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Renewal #2 Form and Price Tab

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	04/26/2023 07:16 PM
County Judge Exec Asst.	Becky Pruitt	04/27/2023 09:07 AM
Form Started By: Kim Chappius		Started On: 04/20/2023 02:56 PM
Final Approval Date: 04/27/2023		

WILLIAMSON COUNTY

Purchasing Department

Summary Agreement for Renewal of Williamson County Contract

Contract Number:	T4116	**Department:**	ROAD AND BRIDGE
Vendor Name:	WALLER COUNTY ASPHALT INC		
Purpose/Intended Use of Product or Service (summary):			
RENEWAL #2 OF PRE-COATING PATCHING MIXTURE			
Type of Contract:	IFB	**Start Date:**	6/14/2023
Purchasing Contact:	KIM CHAPPIUS	**End Date:**	6/13/2024
Department Contact:	KELLY MURPHY		

- **Williamson County wishes to extend this bid/proposal for the same pricing, terms, and conditions as the existing contract.**
- PLEASE INCLUDE THE FOLLOWING:
  - COMPLETED 1295 FORM; AND
  - RENEWED INSURANCE CERTIFICATE IF IT WAS REQUIRED IN BID/PROPOSAL.
- **Extend Contract for the 2nd of TWO (2) ONE(1)year renewal option periods:**

Renewal Option Period 2	June 14, 2023 – June 13, 2024
Renewal Option Period 1	June 14, 2022 – June 13, 2023
Initial Contract Period	June 14, 2021 – June 13, 2022

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

Vendor WALLER COUNTY ASPHALT, INC

Name REID DAWSON

Title VICE PRESIDENT

Signature RD

Date 4/11/2023

Williamson County, 710 Main St., Georgetown, TX 78626

Bill Gravell, Jr

Williamson County Judge

Signature _____

Date _____

BID SHEET All Season Pre-Coated Patching Mixture - T4116

ITEM #	DESCRIPTION	Estimated Quantity	UNIT	UNIT COST DELIVERED* FY21	UNIT COST DELIVERED FY22
1	All Season Pre-Coated Patching Mixture (ASPPM)	6000	TON	$120.96	$134.83

*Delivery location: 1400 NE Inner Loop, Georgetown, TX 78626

Commissioners Court - Regular Session **29.**

Meeting Date: 05/02/2023

Approval of Renewal #1 of Contract #22IFB102 Mowing for County Right of Ways with RHB Construction for Road and Bridge Department

Submitted For: Joy Simonton **Submitted By:** Kim Chappius, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the extension of Mowing for County Right of Ways Contract #22IFB102, Renewal option period #1, with RHB Construction for the term of June 01, 2023 – June 01, 2024, for the same pricing, terms and conditions as the existing contract per attached spreadsheet, and authorizing the execution of the extension.

Background

This is the first extension for this contract. Road and Bridge Department has confirmed that the vendor has met all of the County requirements on this contract and requests renewal. Funding Source is 01.0200.0210.003541. The department Point of Contact is Terron Evertson.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Renewal #1 Form and Price Tab

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	04/26/2023 07:22 PM
County Judge Exec Asst.	Becky Pruitt	04/27/2023 09:08 AM
Form Started By: Kim Chappius		Started On: 04/24/2023 11:01 AM
Final Approval Date: 04/27/2023		

WILLIAMSON COUNTY
1848

Purchasing Department

Summary Agreement for Renewal of Williamson County Contract

Contract Number:	22IFB102	**Department:**	ROAD AND BRIDGE
Vendor Name:	RHB CONSTRUCTION INC		
Purpose/Intended Use of Product or Service (summary):			
RENEWAL #1 MOWING FOR COUNTY RIGHT OF WAY			
Type of Contract:	IFB	**Start Date:**	6/01/2023
Purchasing Contact:	KIM CHAPPIUS	**End Date:**	6/01/2024
Department Contact:	KELLY MURPHY		

- **Williamson County wishes to extend this bid/proposal for the same pricing, terms, and conditions as the existing contract.**
- PLEASE INCLUDE THE FOLLOWING:
  - COMPLETED 1295 FORM; AND
  - RENEWED INSURANCE CERTIFICATE IF IT WAS REQUIRED IN BID/PROPOSAL.
- **Extend Contract for the 1ST of TWO (2) ONE (1) year renewal option periods:**

Renewal Option Period 2	
Renewal Option Period 1	JUNE 01, 2023 – JUNE 01, 2024
Initial Contract Period	JUNE 01, 2022 – JUNE 01, 2023

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

Vendor RHB Construction

Name Tracey Hummel

Title President

Signature _____

Date 04-21-23

Williamson County, 710 Main St., Georgetown, TX 78626

Bill Gravell, Jr

Williamson County Judge

Signature _____

Date _____

BID FORM - CONTRACT MOWING

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

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

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

Commissioners Court - Regular Session **30.**

Meeting Date: 05/02/2023

Authorize Issuing IFB #23IFB71 Improvements to CR 129 for HNTB

Submitted For: Joy Simonton **Submitted By:** Gretchen Glenn, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for Improvements to County Road 129, under IFB #23IFB71. Funding Source is P375.

Background

Williamson County is seeking qualified contractors for the construction of safety widening, grading, excavation, and drainage improvements associated with the profile adjustments of CR 129. Budgeted amount: $3,000,000.00. Funding source: P375. Point of Contact is Danette Chamberlain.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	04/26/2023 07:18 PM
County Judge Exec Asst.	Becky Pruitt	04/27/2023 09:08 AM
Form Started By: Gretchen Glenn		Started On: 04/21/2023 11:20 AM
Final Approval Date: 04/27/2023		

Commissioners Court - Regular Session **31.**

Meeting Date: 05/02/2023

QA Construction Svcs T4115 CO1 CR 375 Reconstruction

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

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Change Order No 1 to contract number T4115 for QA Construction Services Inc. in the amount of $31,150.51 for CR 375 Reconstruction. Funding source: P497.

Background

This Change Order is a balancing Change Order. All work has been completed. The original contract amount was $1,102,750.00. With the addition of this Change Order in the amount of $31,150.51, the final contract amount will be $1,133,900.51.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

QA Construction Svcs T4115 CO1 CR 375 Reconstruction

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	04/26/2023 11:36 AM
Form Started By: Vicky Edwards		Started On: 04/26/2023 10:59 AM
Final Approval Date: 04/26/2023		

WILLIAMSON COUNTY, TEXAS
CHANGE ORDER NUMBER: 1

1. CONTRACTOR: **QA Construction Services Inc.**

2. Change Order Work Limits: Sta. _____ to Sta. _____

3. Type of Change(on federal-aid non-exempt projects): **Minor** (Major/Minor)

4. Reasons: **2E** (3 Max. - In order of importance - Primary first)

Project:	**T4115**
Roadway:	***CR375 Reconstruction***
Purchase Order Number:	

5. Describe the work being revised:

Miscellaneous difference in site conditions.

6. Work to be performed in accordance with Items: **All**
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 04/24/23

By Aida Regalado

Typed/Printed Name Aida Regalado

Typed/Printed Title Dir. of Operations

The following information must be provided

Time Ext. #: _____ Days added on this CO: _____

Amount increased by this change order: **$31,150.51**

RECOMMENDED FOR EXECUTION:

4/26/23
Project Manager / Construction Observer — Date

4/26/23
Design Engineer — Date

4/26/23
Program Manager — Date

Design Engineer's Seal:

STATE OF TEXAS
KON Q. KWAN
90584
LICENSED
PROFESSIONAL ENGINEER

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

☐ APPROVED County Judge — Date

WILLIAMSON COUNTY, TEXAS

Change Order 1 *Project #* T4115

TABLE B: Contract Items

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)		NEW		
	ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
1	100 6001	PREPARING ROW	AC	$1,110.00	4.80	$5,328.00	0.00	4.80	$5,328.00	$0.00
2	110 6001	EXCAVATION (ROADWAY)	CY	$18.00	2,395.00	$43,110.00	0.00	2,395.00	$43,110.00	$0.00
3	132 6001	EMBANKMENT (FINAL) (ORD COMP) (TY A)	CY	$22.00	1,381.00	$30,382.00	0.00	1,381.00	$30,382.00	$0.00
4	160 6003	FURNISHING AND PLACING TOPSOIL (4")	SY	$1.50	15,172.00	$22,758.00	(1,452.21)	13,719.79	$20,579.69	($2,178.32)
5	164 6003	BROADCAST SEEDING (PERM) (RURAL) (CLAY)	SY	$0.50	15,172.00	$7,586.00	(1,452.21)	13,719.79	$6,859.90	($726.11)
6	166 6001	FERTILIZER	AC	$200.00	3.10	$620.00	(0.27)	2.83	$566.00	($54.00)
7	168 6001	VEGETATIVE WATERING	MG	$3.00	300.00	$900.00	(177.50)	122.50	$367.50	($532.50)
8	169 6001	SOIL RETENTION BLANKETS (CL 1) (TY A)	SY	$1.00	15,172.00	$15,172.00	(1,452.21)	13,719.79	$13,719.79	($1,452.21)
9	247 6366	FL BS (CMP IN PLC) (TY A GR 5) (FNAL POS)	CY	$34.00	4,216.00	$143,344.00	203.31	4,419.31	$150,256.54	$6,912.54
10	260 6073	LIME TRT (SUBGRADE) (8")	SY	$5.00	15,471.00	$77,355.00	(914.88)	14,556.12	$72,780.60	($4,574.40)
11	310 6027	PRIME COAT (MC-30 OR AE-P)	GAL	$3.20	2,883.00	$9,225.60	(1,583.00)	1,300.00	$4,160.00	($5,065.60)
12	316 6005	ASPH (TIER II)	GAL	$3.50	5,040.00	$17,640.00	(205.00)	4,835.00	$16,922.50	($717.50)
13	316 6224	AGGR (TY-B GR-4)	CY	$216.30	130.00	$28,119.00	(14.00)	116.00	$25,090.80	($3,028.20)
14	340 6120	D-GR HMA (SQ) TY-D SAC-B PG70-22	TON	$125.00	1,189.00	$148,625.00	108.02	1,297.02	$162,127.50	$13,502.50
15	400 6001	STRUCT EXCAV	CY	$35.00	280.00	$9,800.00	0.00	280.00	$9,800.00	$0.00
16	402 6001	TRENCH EXCAVATION PROTECTION	LF	$12.00	82.00	$984.00	0.00	82.00	$984.00	$0.00
17	432 6002	RIPRAP (CONC) (5 IN)	CY	$320.00	448.00	$143,360.00	83.40	531.40	$170,048.00	$26,688.00
18	432 6046	RIPRAP (MOW STRIP) (5 IN)	CY	$320.00	28.00	$8,960.00	10.40	38.40	$12,288.00	$3,328.00
19	450 6018	RAIL (TY T631)	LF	$70.00	125.00	$8,750.00	0.00	125.00	$8,750.00	$0.00
20	460 6005	CMP AR (GAL STL 36 IN)	LF	$190.00	200.00	$38,000.00	0.00	200.00	$38,000.00	$0.00
21	460 6009	CMP AR (GAL STL DES 2)	LF	$90.00	690.00	$62,100.00	30.00	720.00	$64,800.00	$2,700.00
22	460 6010	CMP AR (GAL STL DES 3)	LF	$115.00	92.00	$10,580.00	0.00	92.00	$10,580.00	$0.00
23	462 6007	CONC BOX CULV (5 FT X 3 FT)	LF	$560.00	128.00	$71,680.00	0.00	128.00	$71,680.00	$0.00
24	464 6005	RC PIPE (CL III) (24 IN)	LF	$145.00	52.00	$7,540.00	0.00	52.00	$7,540.00	$0.00
25	466 6101	HEADWALL (CH-PW-0) (DIA = 36")	EA	$12,000.00	1.00	$12,000.00	0.00	1.00	$12,000.00	$0.00
26	466 6180	WINGWALL (PW - 1) (HW=5 FT)	EA	$7,000.00	2.00	$14,000.00	0.00	2.00	$14,000.00	$0.00
27	467 6395	SET (TY II) (24 IN) (RCP) (6:1) (P)	EA	$1,200.00	2.00	$2,400.00	0.00	2.00	$2,400.00	$0.00
28	467 6525	SET (TY II) (DES 2) (CMP) (6:1) (P)	EA	$900.00	48.00	$43,200.00	6.00	54.00	$48,600.00	$5,400.00
29	467 6537	SET (TY II) (DES 3) (CMP) (6:1) (P)	EA	$1,200.00	4.00	$4,800.00	0.00	4.00	$4,800.00	$0.00
30	496 6016	REMOV STR (PIPE)	EA	$60.00	26.00	$1,560.00	0.00	26.00	$1,560.00	$0.00
31	500 6001	MOBILIZATION	LS	$40,580.50	1.00	$40,580.50	0.00	1.00	$40,580.50	$0.00
32	502 6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	$3,200.00	3.00	$9,600.00	0.00	3.00	$9,600.00	$0.00
33	506 6002	ROCK FILTER DAMS (INSTALL) (TY 2)	LF	$25.00	180.00	$4,500.00	(130.00)	50.00	$1,250.00	($3,250.00)
34	506 6011	ROCK FILTER DAMS (REMOVE)	LF	$12.00	180.00	$2,160.00	(130.00)	50.00	$600.00	($1,560.00)
35	506 6038	TEMP SEDMT CONT FENCE (INSTALL)	LF	$2.00	640.00	$1,280.00	260.50	900.50	$1,801.00	$521.00
36	506 6039	TEMP SEDMT CONT FENCE (REMOVE)	LF	$1.50	640.00	$960.00	260.50	900.50	$1,350.75	$390.75
37	530 6006	DRIVEWAYS (SURF TREAT)	SY	$13.00	932.00	$12,116.00	76.85	1,008.85	$13,115.05	$999.05
38	540 6033	MTL BM GD FEN (LONG SPAN SYSTEM)	EA	$1,700.00	2.00	$3,400.00	0.00	2.00	$3,400.00	$0.00
39	544 6001	GUARDRAIL END TREATMENT (INSTALL)	EA	$1,500.00	8.00	$12,000.00	0.00	8.00	$12,000.00	$0.00
40	560 6001	MAILBOX INSTALL-S (TWG-POST) TY 1	EA	$200.00	16.00	$3,200.00	2.00	18.00	$3,600.00	$400.00
41	560 6012	MAILBOX INSTALL-D (TWW-POST) TY 4	EA	$250.00	2.00	$500.00	1.00	3.00	$750.00	$250.00
42	560 6013	MAILBOX INSTALL-M (TWW-POST) TY 4	EA	$500.00	1.00	$500.00	0.00	1.00	$500.00	$0.00
43	644 6001	IN SM RD SN SUP & AM TY 10BWG (1) SA (P)	EA	$700.40	1.00	$700.40	0.00	1.00	$700.40	$0.00
44	644 6068	RELOCATE SM RD SN SUP & AM TY 10BWG	EA	$725.00	2.00	$1,450.00	0.00	2.00	$1,450.00	$0.00
45	666 6182	REFL PAV MRK TY II (W) 24" (SLD)	LF	$28.00	34.00	$952.00	0.00	34.00	$952.00	$0.00
46	666 6302	RE PM W/ RET REQ TY I (W) 4" (SLD) (90MIL)	LF	$0.85	10,460.00	$8,891.00	0.00	10,460.00	$8,891.00	$0.00
47	666 6314	RE PM W/ RET REQ TY I (Y) 4" (SLD) (90MIL)	LF	$0.85	10,340.00	$8,789.00	0.00	10,340.00	$8,789.00	$0.00
48	672 6009	REFL PAV MRKR TY II - A- A	EA	$10.00	129.25	$1,292.50	(0.25)	129.00	$1,290.00	($2.50)
49	008 0006	LIQUIDATED DAMAGES	WD	($200.00)	0.00	$0.00	34.00	34.00	($6,800.00)	($6,800.00)
						$1,102,750.00			$1,133,900.51	$31,150.51

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 **32.**

Meeting Date: 05/02/2023

License agreement with Parkside on the River Master Community Inc – Pct 3

Submitted For: Robert Daigh **Submitted By:** Adam Boatright, Infrastructure

Department: Infrastructure **Division:** Road & Bridge

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving a license agreement with Parkside on the River Master Community, Inc. – Precinct 3.

Background

This license agreement is to allow Parkside on the River Master Community, Inc. to install and maintain landscaping and irrigation within the rights-of-way of the Parkside on the River Phases 2 & 3 subdivision. It is in addition to an existing license agreement with Parkside on the River Master Community, Inc. that was previously approved in Commissioners Court in agenda item 24 on April 12, 2022.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

license agreement (partially executed) - Parkside on the River Phase 2 & 3

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	04/27/2023 11:37 AM
Form Started By: Adam Boatright		Started On: 04/27/2023 10:45 AM
Final Approval Date: 04/27/2023		

WILLIAMSON COUNTY
LICENSE AGREEMENT

WILLIAMSON COUNTY, TEXAS a political subdivision of the State of Texas (the "County"), and the property owners'/homeowners' association named on the signature page hereinbelow (the "Licensee"), enter into this License Agreement (the "Agreement") upon the terms and conditions set forth below.

I. PURPOSE OF LICENSE AGREEMENT

Licensee has requested permission from County to install, operate, maintain and repair additions, including, but not limited to sidewalks, accessible ramps, trails, landscaping, lighting, fencing, signage and irrigation systems (collectively referred to herein as the "Licensee's Improvements") in portions of the County's right-of-way. Subject to the terms and conditions of this Agreement, the County grants to Licensee permission to install, repair and maintain Licensee's Improvements in the areas of County's right-of-way shown and depicted in the attached **Exhibit "A" (**the "Licensed Property"). The parties acknowledge that this Agreement does not apply to, or affect any interests, rights and obligations regarding water, wastewater, drainage facilities or other utilities located or to be located within the Licensed Property pursuant to any validly issued permits or executed easements related thereto.

The County makes this grant solely to the extent of its right, title and interest in the Licensed Property, without any express or implied warranties.

Licensee agrees that all construction, repair, operation and maintenance permitted by this Agreement shall be done in compliance with the terms and conditions of this Agreement and all applicable County, State and/or Federal police, traffic, building, health and safety ordinances, laws and regulations existing at the time said construction, repair, operation and maintenance is performed.

II. ANNUAL FEE

The County, its governing body, and its respective successors and assigns agree that no annual fee shall be assessed for the license and permission herein granted to Licensee. Licensee agrees that the County's permission and grant of a license hereunder and Licensee's ability to construct Licensee's Improvements on the Licensed Property serve as consideration to support this Agreement.

III. COUNTY'S RIGHTS TO LICENSED PROPERTY

This Agreement is expressly subject and subordinate to the present and future rights of the County, its successors, assigns, lessees, grantees and licensees, to construct, install, establish, maintain, use, operate and renew any public utilities facilities, franchised public utilities, roadways or streets on, beneath or above the surface of the Licensed Property described in Article I above.

Nothing in this Agreement shall be construed to limit, in any way, the power of the County to widen, alter or improve the Licensed Property subject to this Agreement pursuant to official action by the governing body of the County or its successors. The County does, however, agree to

give Licensee at least thirty (30) days written notice of such action and shall cooperate with Licensee to effect the relocation and/or removal of Licensee's Improvements, at Licensee's sole cost, in the event of such widening, altering or improvement of the Licensed Property, further, to cooperate with Licensee wherever possible, to effect such widening, altering or improving of the Licensed Property so that Licensee's Improvements and operations on the Licensed Property will not be materially affected thereby.

Licensee hereby agrees and acknowledges that Licensee, at its expense, shall be responsible for removal of Licensee's Improvements from the Licensed Property within forty-eight (48) hours of County's directive to remove specified Licensee's Improvements whenever such removal is deemed by County necessary for: (a) exercising the County's rights or duties with respect to the Licensed Property; (b) protecting persons or property; or (c) protecting the public health or safety with respect to the Licensed Property. In the event Licensee fails to remove the Licensee's Improvements to the County's satisfaction following County's directive to do so, then and in that event the County may cause the Improvements to be removed at the expense of Licensee.

Notwithstanding any provision in this Agreement to the contrary, the County retains the right to enter upon the Licensed Property, at any time without notice to Licensee, assuming no obligation to Licensee, and remove, repair or replace, without liability to County and at Licensee's expense, any of the Licensee's Improvements thereof whenever such removal is deemed by County necessary for: (a) exercising the County's rights or duties with respect to the Licensed Property; (b) protecting persons or property; or (c) protecting the public health or safety with respect to the Licensed Property.

IV. INSURANCE

Licensee shall, at its sole expense, provide a commercial general liability insurance policy, written by a company acceptable to the County and licensed to do business in Texas, with a combined single limit of not less than One Million and No/l00 Dollars ($1,000,000.00), which coverage may be provided in the form of a rider and/or endorsement to a previously existing insurance policy. Such insurance coverage shall specifically name the County as an additional insured. This insurance coverage shall cover all perils arising from the activities of Licensee, its officers, directors, employees, agents or contractors, relative to this Agreement. Licensee shall be responsible for any deductibles stated in the policy. A true copy of each instrument effecting such coverage shall be delivered to the County on or before the Effective Date.

So long as Licensee is using the Licensed Property, Licensee shall not cause such insurance to be canceled nor permit such insurance to lapse. All insurance certificates shall include a clause to the effect that the policy shall not be canceled, reduced, restricted or otherwise limited until thirty (30) days after the County has received written notice as evidenced by a return receipt of registered or certified mail.

V. INDEMNIFICATION

INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE LICENSEE SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF COUNTY'S CHOOSING), AND HOLD HARMLESS COUNTY, AND COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS,

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

INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF COUNTY'S CHOOSING), AND HOLD HARMLESS INDEMNITEES FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF LICENSEE OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

VI. CONDITIONS

A. Plan Review. Licensee's Improvements shall not be erected, placed, constructed or altered after being constructed on any of the Licensed Property until Licensee's plans and specifications for Licensee's Improvements have been approved, in writing, by County's Engineer or its authorized representatives. Licensee's required plans and specifications for all proposed improvements shall be submitted to County's Engineer and include necessary and applicable details such as site plan, landscape plans, irrigation plans, exterior elevations, drainage and grading plans and/or exterior materials. Approval of plans is at the sole discretion of the County's Engineer. The County Engineer will review all plans in the normal course of business and will make good faith efforts to issue remarks and approvals without unreasonable delay. Once the required plans and specifications are approved by the County Engineer, Licensee hereby acknowledges and agrees that the development and use of the Licensed Property shall thereafter be in strict compliance with the approved plans and specifications or approved amendments thereto.

B. Licensee's Responsibilities. Licensee will be responsible for any damage to and/or for the relocation of existing facilities on the Licensed Property. Further, Licensee shall reimburse the County for all costs of replacing or repairing any property of the County or of others which are damaged or destroyed as a result of activities authorized under this Agreement by, or on behalf of, Licensee.

C. Maintenance. Licensee shall maintain the Licensed Property and the Licensee's Improvements by keeping the area free of debris and litter. Removal of dead or dying plants shall also be handled by Licensee at its expense, as required by the County. Such removal of dead or dying plants shall be completed within fifteen (15) days following receipt of a written request by

the County to do so. If Licensee abandons or fails to maintain the Licensed Property, and the County receives no substantive response within fifteen (15) days following written notification to Licensee, then the County may, in addition to any other remedy set out herein, remove and/or replace all of Licensee's Improvements.

D. Removal or Modification. Licensee agrees that removal or modification of any improvements now existing or to be later replaced on the Licensed Property shall be at Licensee's sole expense. Said removal or modification shall be at Licensee's sole discretion, except where otherwise provided by this Agreement; provided, however, any modification to existing Licensee's Improvements must comply with the Plan Review requirements set out herein.

E. Default. In the event that Licensee fails to maintain the Licensed Property or otherwise comply with the terms or conditions as set forth herein, then the County shall give Licensee written notice thereof to the Licensee at the address set forth below. Licensee shall have fifteen (15) days from the date of receipt of such notice to take action to remedy the failure complained of and, if Licensee does not remedy the same to County's complete satisfaction within the fifteen (15) period, the County may, in addition to other remedies available herein or by law to County, (1) perform the work, (2) contract for the completion of the work, or (3) terminate this Agreement. Licensee agrees to pay, within fifteen (15) days of written demand by the County, all costs and expenses incurred by the County in completing the work or contracting for the work to be completed.

VII. COMMENCEMENT; TERMINATION BY ABANDONMENT

This Agreement shall be effective as of the date of the last party's execution below ("Effective Date"), and continue thereafter for so long as the Licensed Property shall be used for the purposes set forth herein or until this Agreement is terminated according to the terms hereof.

If Licensee abandons the use of all or any part of the Licensed Property for such purposes set forth in this Agreement, then this Agreement, as to such portion or portions abandoned, shall expire and terminate following fifteen (15) days written notice to the Licensee. If such abandonment has not been remedied by Licensee within such period, the County shall thereafter have the same complete title to the Licensed Property so abandoned as though this Agreement had never been made and shall have the right to enter on the Licensed Property and terminate the rights of Licensee, its successors and assigns hereunder. All installations of Licensee's Improvements that are not removed prior to County's termination of the license subject of this Agreement shall be deemed property of the County as of the effective date of County's termination.

VIII. TERMINATION

A. Termination by Licensee. This Agreement, or portion of the Licensed Property, may be terminated by Licensee by delivering written notice of termination to the County not later than thirty (30) days before the effective date of termination. If Licensee so terminates, then Licensee shall, within the 30-day notice period, remove from the Licensed Property, or such other portion thereof that is being terminated, installations of Licensee's Improvements. Any of Licensee's Improvements that are not removed within said period shall become the property of the County. Licensee hereby agrees and acknowledges that Licensee shall be liable to County for any damages

caused to the Licensed Property by the removal of Licensee's Improvements.

B. Termination by County. In addition to any other termination rights set out herein, this Agreement may be revoked and terminated at any time by County if such revocation and termination is reasonably required by the public interest (as hereinafter set forth), after providing fifteen (15) days written notice to the Licensee.

Subject to prior written notification to Licensee or its successors-in-interest, revocation and termination of this Agreement is reasonably required by the public interest if:

1. the County deems, in its sole discretion, that Licensee's Improvements, or a portion of them, interfere with the County's right-of-way;
2. use of the Licensed Property becomes necessary for a public purpose;
3. the Licensee's Improvements, or a portion of them, constitute a danger to the public which the County deems, in its sole discretion, not to be remediable by alteration or maintenance of such improvements;
4. despite fifteen (15) days written notice to Licensee, the County deems, in its sole discretion, maintenance or alteration necessary to alleviate a danger to the public has not been made; or
5. Licensee fails to comply with the terms and conditions of this Agreement including, but not limited to, any insurance requirements specified herein.

IX. MISCELLANEOUS PROVISIONS

A. Venue and Governing Law. Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in Williamson County, Texas. Furthermore, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

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

C. Covenant Running With Land: Waiver of Default. This Agreement and all of the covenants herein shall run with the land; therefore, the conditions set forth herein shall inure to and bind each party's successors and assigns. Either party may waive any default of the other at any time, without affecting or impairing any right arising from any subsequent or other default.

D. Assignment. Licensee shall not assign, sublet or transfer its interest in this Agreement

without the written consent of the County, which consent shall not be unreasonably withheld. In the event County agrees to Licensee's assignment of its interest in this Agreement and subject to the assignee's compliance with the insurance requirements set forth herein, if any, Licensee shall furnish to the County a copy of any such assignment or transfer of any of Licensee's rights in this Agreement, including the name, date, address and contact person.

E. Notices. Excepts as specifically otherwise set forth herein, all notices, demands and requests for delivery of documents or information hereunder shall be in writing and shall be sent to the receiving party at the address identified below and be deemed to have been properly delivered and received (1) as of the time of delivery if personally delivered; (2) as of the time deposited in the mail system if sent by United States certified mail, return receipt requested, and postage prepaid; (3) as of the time of delivery to Federal Express (or comparable express delivery system) if sent by such method with all costs prepaid; or (4) as of the third (3rd) day following the date in which notice is sent by electronic mail (e-mail). All notices, demands and requests hereunder shall be addressed:

To Licensee At:

The address set forth below Licensee's signature block herein below.

To County At:

Williamson County Engineer
3151 S. E. Inner Loop, Suite B
Georgetown, Texas 78626
E-mail: tevertson@wilco.org

with copy to: Williamson County Judge
710 Main Street, Ste. 101
Georgetown, Texas 78626

or to such other addresses which either party may so designate by sending notice as aforesaid.

F. Day. Unless otherwise set forth herein, all references herein to a "day" shall mean a calendar day and not a business day.

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

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

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

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

K. No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

L. Force Majeure. If the party obligated to perform is prevented from performance by reasons for which they are not responsible or circumstances beyond their control, including, but without limitation to, "acts of God", abnormal weather conditions or other natural catastrophes, war, terrorist attacks, sabotage, computer viruses, riots, strikes, lockouts or other industrial disturbances, pandemics, epidemics, health emergencies, disease, plague, quarantine, travel restrictions, discovery of hazardous materials, differing or unforeseeable site conditions, acts of governmental agencies or authorities (whether or not such acts are made in response to other Force Majeure Events), or any other events or circumstances not within the reasonable control of the party affected, whether or not of a similar kind or nature to any of the foregoing (a "Force Majeure Event"). For the avoidance of doubt, Force Majeure Events include the Coronavirus (SARS Cov-2) and such related diseases (e.g. COVID- 19) outbreak., the other party shall grant such party relief from the performance of this Agreement. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party and take reasonable efforts undertaken to mitigate its effects.

M. Entire Agreement. This Agreement represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by each party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE COUNTY COMMISSIONERS COURT.

TERMS AND CONDITIONS ACCEPTED, to be effective as of the date of the last party's execution below (the "Effective Date").

WILLIAMSON COUNTY, , TEXAS
a political subdivision of the State of Texas

By:_____

Printed Name: _____

Representative Capacity: As Presiding Officer of the
Williamson County Commissioners Court

Date:_____ _____, 20___

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the _____ day of _____, 20__ by _____, as Presiding officer of the Williamson County Commissioners Court, on behalf of Williamson County, Texas.

_____
NOTARY PUBLIC, State of Texas

LICENSEE:

Parkside on the River Master Community, Inc.,
a __HOA_____

By: Amy Lynn Payne

Printed Name: _Amy Lynn Payne____

Title: ___Director_____

Date: _March 15th_, 2023___

Address for Notice:

_c/o Kith Management Services – Denise Gehrmann- Jimenez
_P.O. Box 700443__
_San Antonio, Texas78270
E-mail: _djimenez@kithmanagement.com

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the 15th day of March, 2023, by Amy Lynn Payne, Director of Parkside on the River Master Community, Inc., a HOA.

Holly H. Fullerton
NOTARY PUBLIC, State of Texas

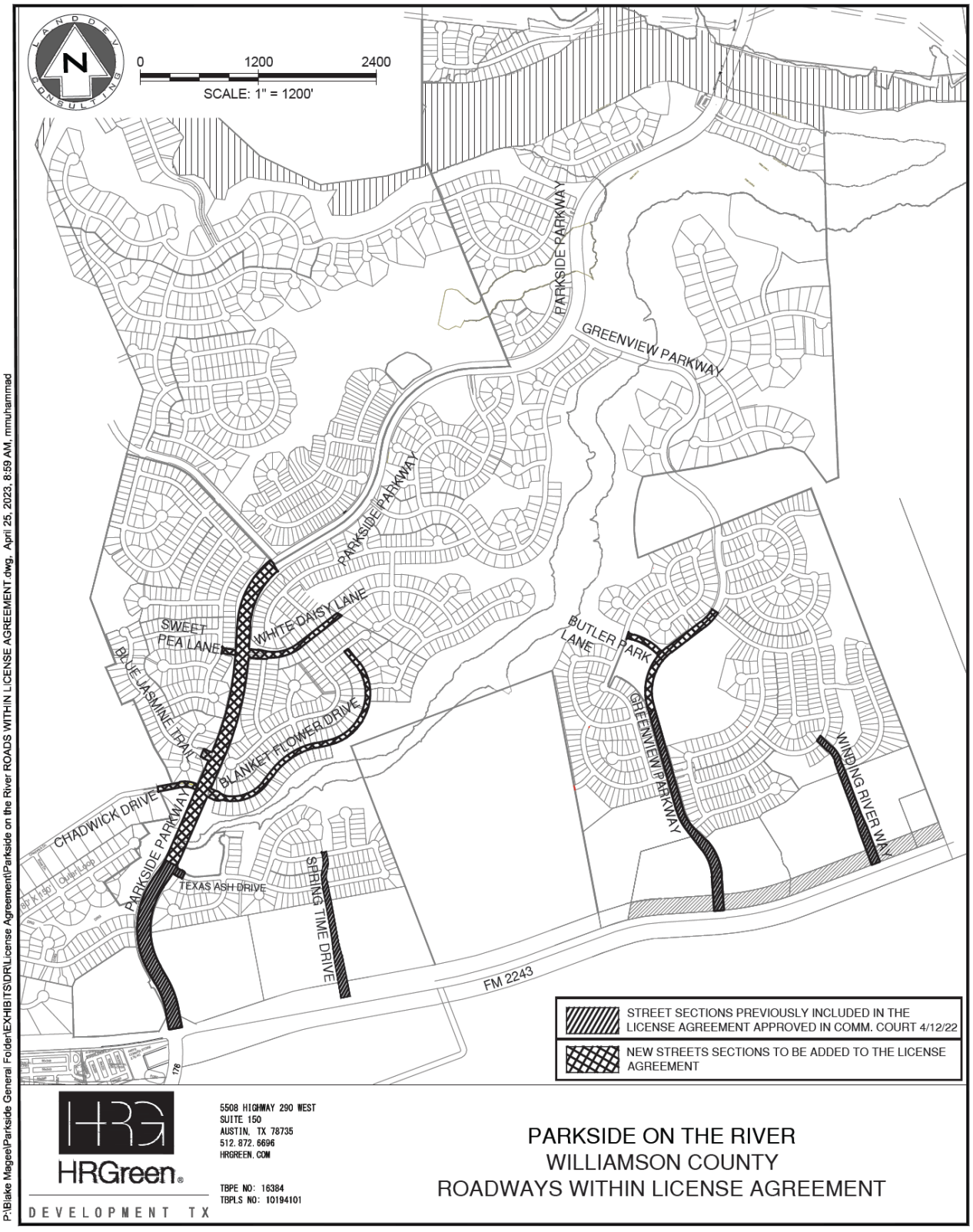
HOLLY H. FULLERTON
MY COMMISSION EXPIRES
5-29-2024
NOTARY ID: 132499027

EXHIBIT "A"

LICENSED PROPERTY

The portions of all public rights-of-way between the edge of pavement or back of curb to the outer boundary of said rights-of-way within and adjacent to the portion of the **Parkside Parkway, Blanket Flower Drive, Chadwick Drive, Blue Jasmine Trail, White Daisy Lane, Sweet Pea Lane, Greenview Parkway and Butler Park Lane** located within the boundaries of the **Parkside on the River Phases 2 & 3** subdivision as more particularly described on **Exhibit "A-1"**. For reference the **Parkside on the River Phase 2 Sections 4 and 7** subdivision is generally depicted on **Exhibit "A-2"**. For reference the **Parkside on the River Phase 3 Section 2** subdivision is generally depicted on **Exhibit "A-3"**. For reference the **Parkside on the River Phase 3 Sections 3A and 3B** subdivision is generally depicted on **Exhibit "A-4"**. For reference the **Parkside on the River Phase 3 Sections 4 & 7A, 7B** subdivision is generally depicted on **Exhibit "A-5"**.

EXHIBIT "A-1"
LICENSED PROPERTY



P:\Blake Magee\Parkside General Folder\EXHIBITS\DRI\License Agreement\Parkside on the River ROADS WITHIN LICENSE AGREEMENT.dwg, April 25, 2023, 8:59 AM, mmuhammad

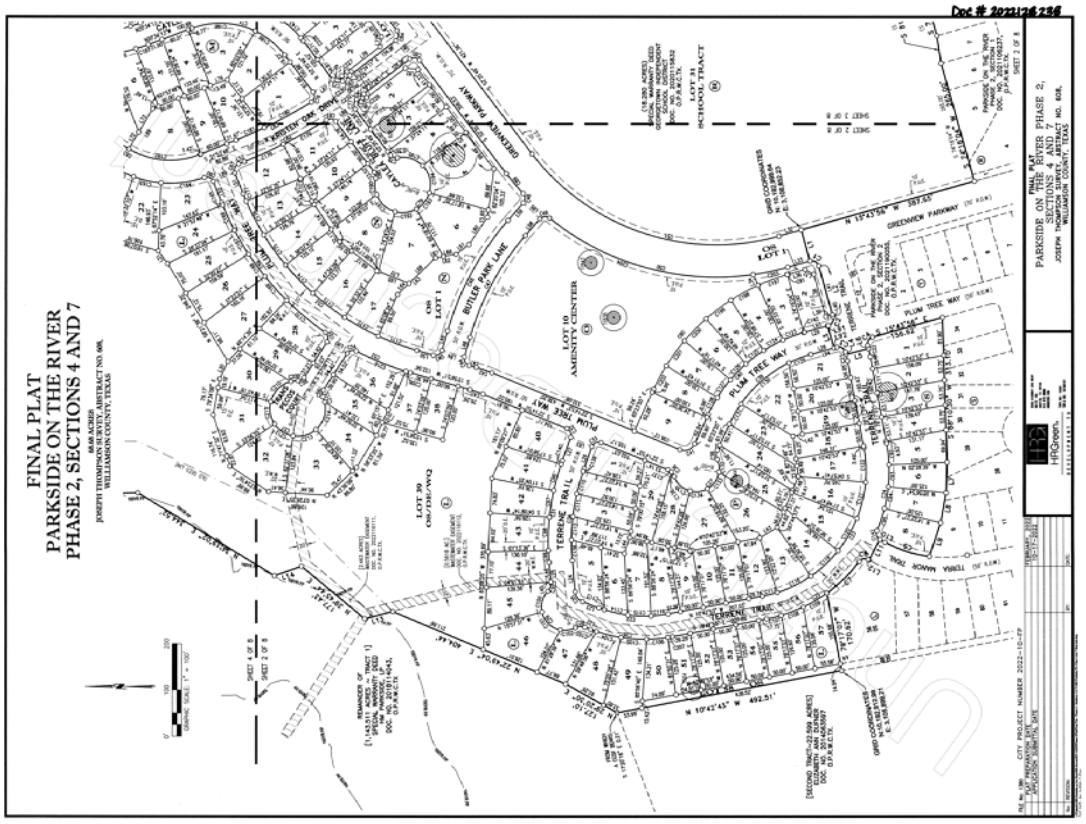
HRGreen
DEVELOPMENT TX

5508 HIGHWAY 290 WEST
SUITE 150
AUSTIN, TX 78735
512.872.6696
HRGREEN.COM

TBPE NO: 16384
TBPLS NO: 10194101

PARKSIDE ON THE RIVER
WILLIAMSON COUNTY
ROADWAYS WITHIN LICENSE AGREEMENT

EXHIBIT "A-2"
PARKSIDE ON THE RIVER PHASE 2 SECTIONS 4 AND 7



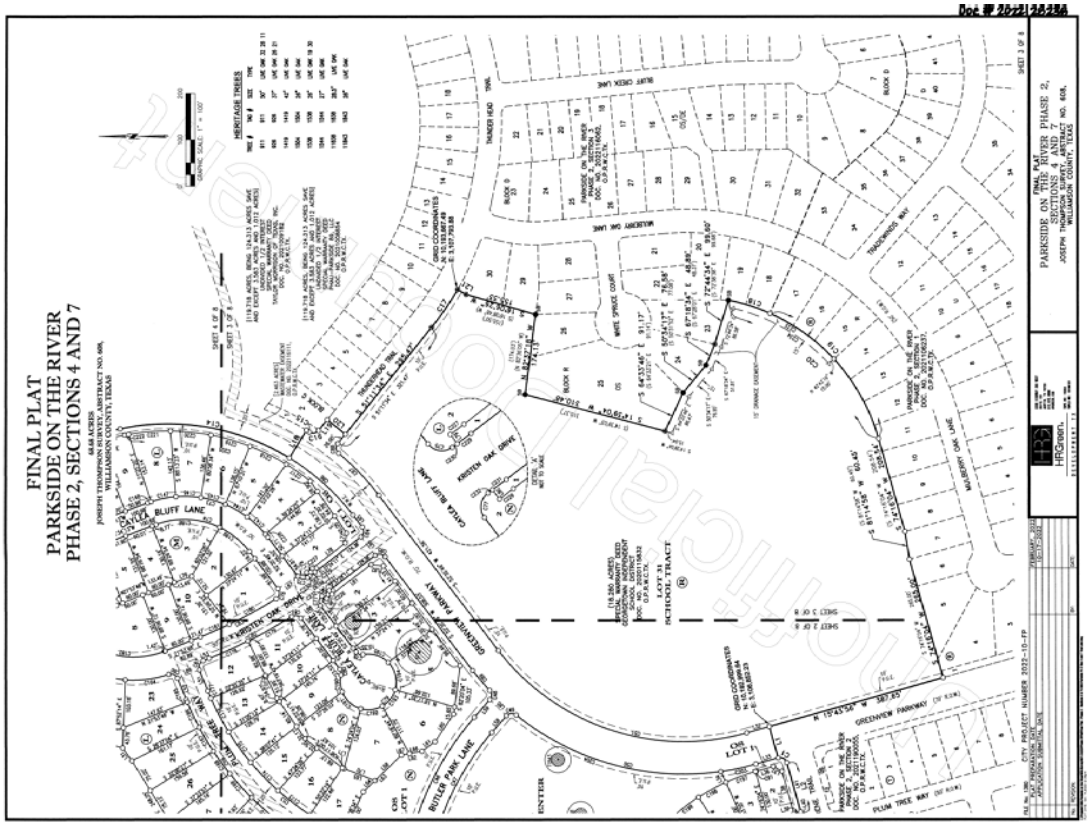
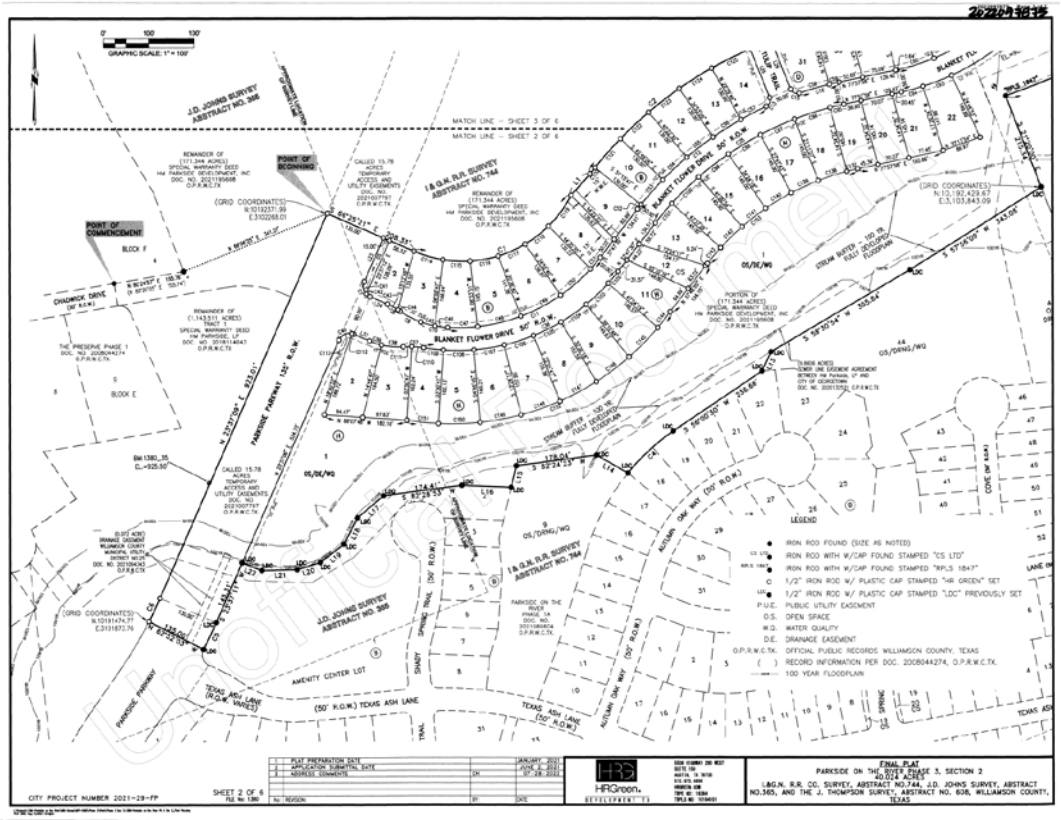


EXHIBIT "A-3"
PARKSIDE ON THE RIVER PHASE 3 SECTION 2



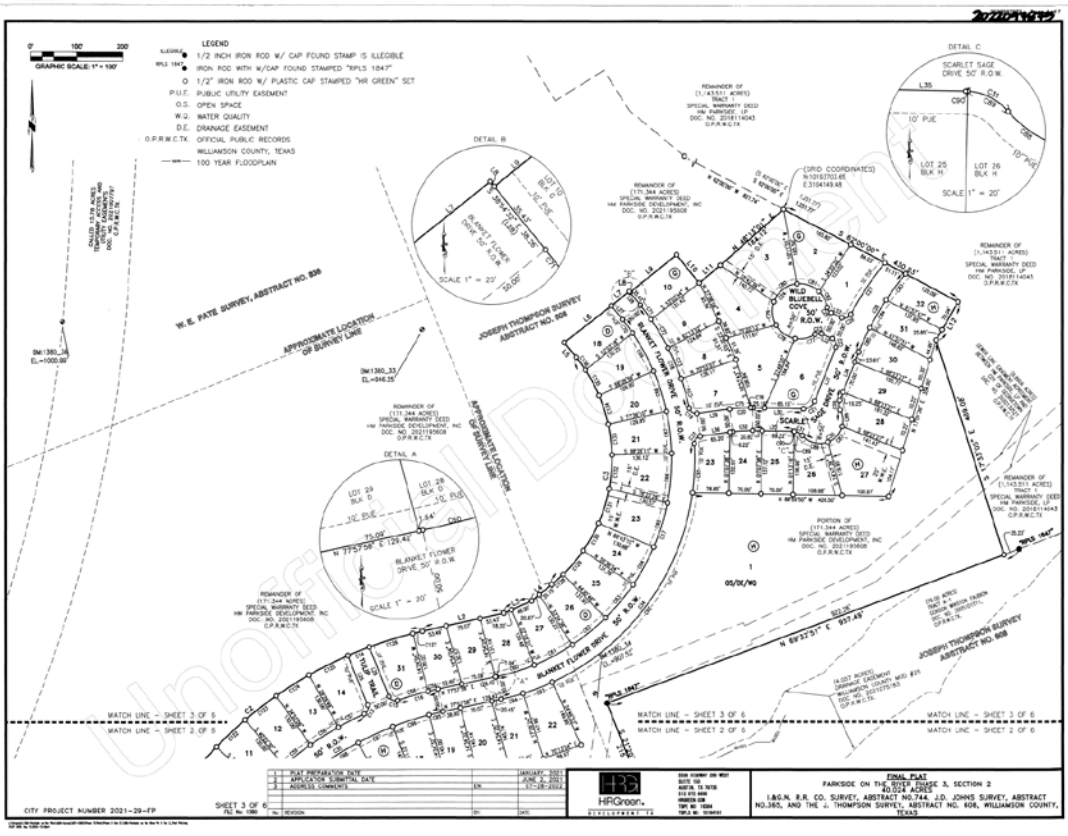


EXHIBIT "A-4"
PARKSIDE ON THE RIVER PHASE 3 SECTIONS 3A AND 3B

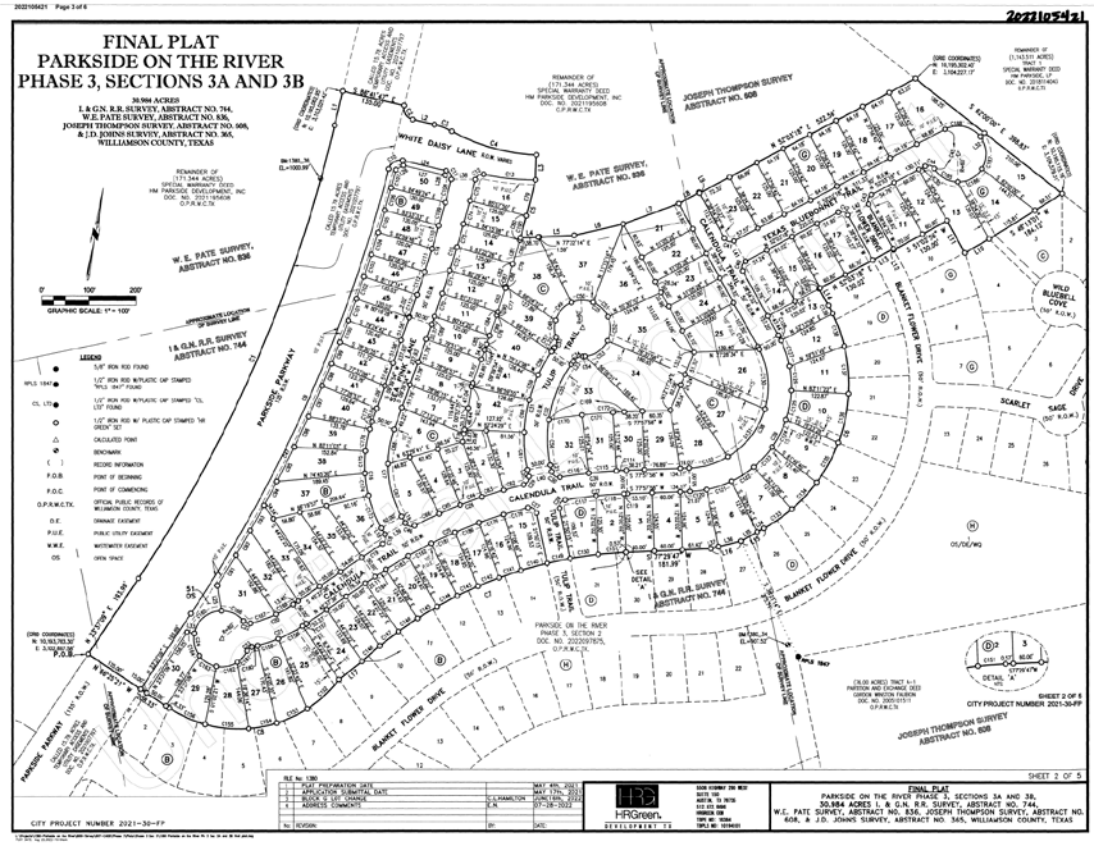
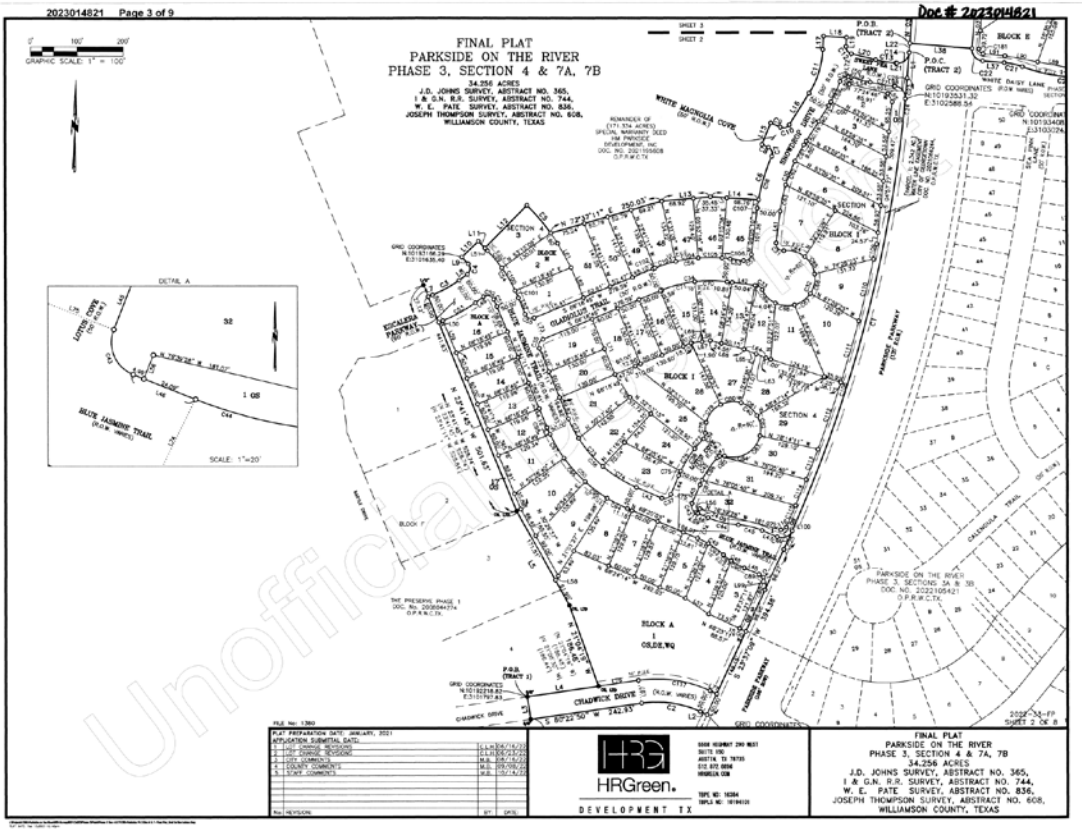
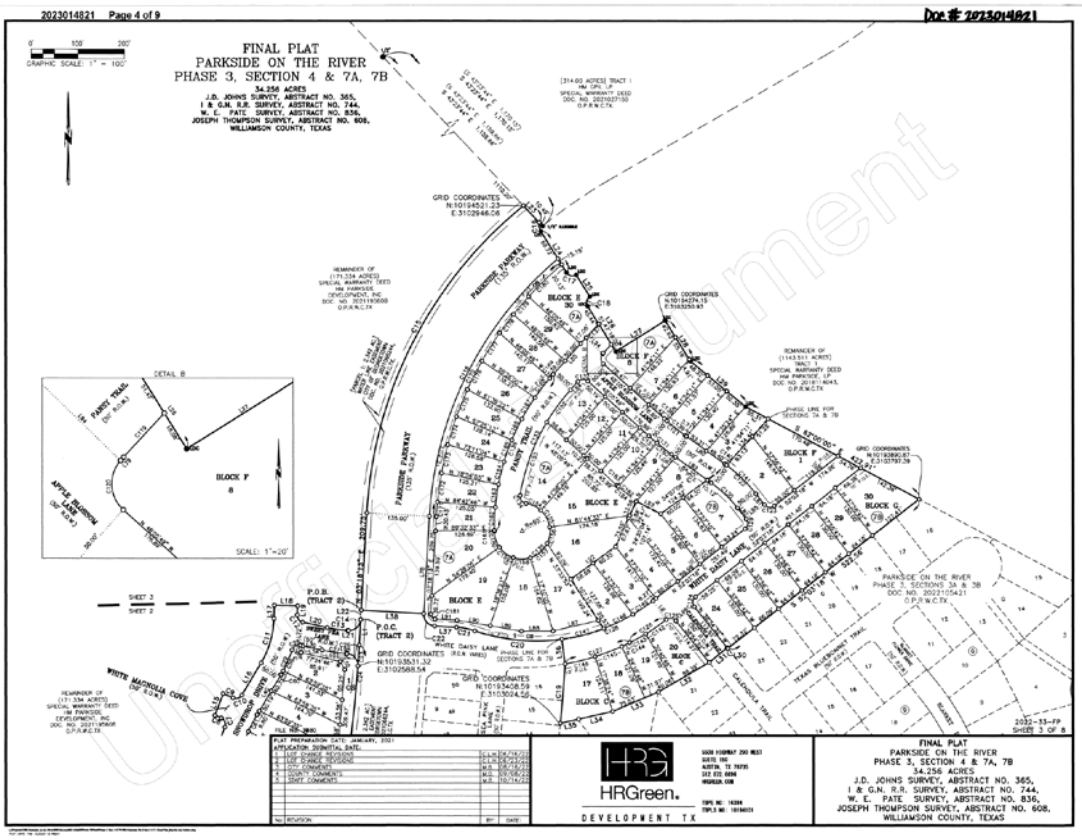


EXHIBIT "A-5"
PARKSIDE ON THE RIVER PHASE 3 SECTIONS 4 & 7A, 7B





Unofficial Document

Commissioners Court - Regular Session **33.**

Meeting Date: 05/02/2023

License agreement with Parkside Peninsula Residential Community Inc – Pct 3

Submitted For: Robert Daigh **Submitted By:** Adam Boatright, Infrastructure

Department: Infrastructure **Division:** Road & Bridge

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving a license agreement with Parkside Peninsula Residential Community, Inc. – Precinct 3.

Background

This license agreement is to allow Parkside Peninsula Residential Community, Inc. to install and maintain landscaping and irrigation within the rights-of-way of the Parkside Peninsula Sections 1 & 2 subdivision.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

license agreement (partially executed) - Parkside Peninsula Sec 1 & 2

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	04/27/2023 11:37 AM
Form Started By: Adam Boatright		Started On: 04/27/2023 10:49 AM
Final Approval Date: 04/27/2023		

WILLIAMSON COUNTY
LICENSE AGREEMENT

WILLIAMSON COUNTY, TEXAS a political subdivision of the State of Texas (the "County"), and the property owners'/homeowners' association named on the signature page hereinbelow (the "Licensee"), enter into this License Agreement (the "Agreement") upon the terms and conditions set forth below.

I. PURPOSE OF LICENSE AGREEMENT

Licensee has requested permission from County to install, operate, maintain and repair additions, including, but not limited to sidewalks, accessible ramps, trails, landscaping, lighting, fencing, signage and irrigation systems (collectively referred to herein as the "Licensee's Improvements") in portions of the County's right-of-way. Subject to the terms and conditions of this Agreement, the County grants to Licensee permission to install, repair and maintain Licensee's Improvements in the areas of County's right-of-way shown and depicted in the attached **Exhibit "A" (**the "Licensed Property"). The parties acknowledge that this Agreement does not apply to, or affect any interests, rights and obligations regarding water, wastewater, drainage facilities or other utilities located or to be located within the Licensed Property pursuant to any validly issued permits or executed easements related thereto.

The County makes this grant solely to the extent of its right, title and interest in the Licensed Property, without any express or implied warranties.

Licensee agrees that all construction, repair, operation and maintenance permitted by this Agreement shall be done in compliance with the terms and conditions of this Agreement and all applicable County, State and/or Federal police, traffic, building, health and safety ordinances, laws and regulations existing at the time said construction, repair, operation and maintenance is performed.

II. ANNUAL FEE

The County, its governing body, and its respective successors and assigns agree that no annual fee shall be assessed for the license and permission herein granted to Licensee. Licensee agrees that the County's permission and grant of a license hereunder and Licensee's ability to construct Licensee's Improvements on the Licensed Property serve as consideration to support this Agreement.

III. COUNTY'S RIGHTS TO LICENSED PROPERTY

This Agreement is expressly subject and subordinate to the present and future rights of the County, its successors, assigns, lessees, grantees and licensees, to construct, install, establish, maintain, use, operate and renew any public utilities facilities, franchised public utilities, roadways or streets on, beneath or above the surface of the Licensed Property described in Article I above.

Nothing in this Agreement shall be construed to limit, in any way, the power of the County to widen, alter or improve the Licensed Property subject to this Agreement pursuant to official action by the governing body of the County or its successors. The County does, however, agree to

give Licensee at least thirty (30) days written notice of such action and shall cooperate with Licensee to effect the relocation and/or removal of Licensee's Improvements, at Licensee's sole cost, in the event of such widening, altering or improvement of the Licensed Property, further, to cooperate with Licensee wherever possible, to effect such widening, altering or improving of the Licensed Property so that Licensee's Improvements and operations on the Licensed Property will not be materially affected thereby.

Licensee hereby agrees and acknowledges that Licensee, at its expense, shall be responsible for removal of Licensee's Improvements from the Licensed Property within forty-eight (48) hours of County's directive to remove specified Licensee's Improvements whenever such removal is deemed by County necessary for: (a) exercising the County's rights or duties with respect to the Licensed Property; (b) protecting persons or property; or (c) protecting the public health or safety with respect to the Licensed Property. In the event Licensee fails to remove the Licensee's Improvements to the County's satisfaction following County's directive to do so, then and in that event the County may cause the Improvements to be removed at the expense of Licensee.

Notwithstanding any provision in this Agreement to the contrary, the County retains the right to enter upon the Licensed Property, at any time without notice to Licensee, assuming no obligation to Licensee, and remove, repair or replace, without liability to County and at Licensee's expense, any of the Licensee's Improvements thereof whenever such removal is deemed by County necessary for: (a) exercising the County's rights or duties with respect to the Licensed Property; (b) protecting persons or property; or (c) protecting the public health or safety with respect to the Licensed Property.

IV. INSURANCE

Licensee shall, at its sole expense, provide a commercial general liability insurance policy, written by a company acceptable to the County and licensed to do business in Texas, with a combined single limit of not less than One Million and No/l00 Dollars ($1,000,000.00), which coverage may be provided in the form of a rider and/or endorsement to a previously existing insurance policy. Such insurance coverage shall specifically name the County as an additional insured. This insurance coverage shall cover all perils arising from the activities of Licensee, its officers, directors, employees, agents or contractors, relative to this Agreement. Licensee shall be responsible for any deductibles stated in the policy. A true copy of each instrument effecting such coverage shall be delivered to the County on or before the Effective Date.

So long as Licensee is using the Licensed Property, Licensee shall not cause such insurance to be canceled nor permit such insurance to lapse. All insurance certificates shall include a clause to the effect that the policy shall not be canceled, reduced, restricted or otherwise limited until thirty (30) days after the County has received written notice as evidenced by a return receipt of registered or certified mail.

V. INDEMNIFICATION

INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE LICENSEE SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF COUNTY'S CHOOSING), AND HOLD HARMLESS COUNTY, AND COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS,

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

INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF COUNTY'S CHOOSING), AND HOLD HARMLESS INDEMNITEES FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF LICENSEE OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

VI. CONDITIONS

A. Plan Review. Licensee's Improvements shall not be erected, placed, constructed or altered after being constructed on any of the Licensed Property until Licensee's plans and specifications for Licensee's Improvements have been approved, in writing, by County's Engineer or its authorized representatives. Licensee's required plans and specifications for all proposed improvements shall be submitted to County's Engineer and include necessary and applicable details such as site plan, landscape plans, irrigation plans, exterior elevations, drainage and grading plans and/or exterior materials. Approval of plans is at the sole discretion of the County's Engineer. The County Engineer will review all plans in the normal course of business and will make good faith efforts to issue remarks and approvals without unreasonable delay. Once the required plans and specifications are approved by the County Engineer, Licensee hereby acknowledges and agrees that the development and use of the Licensed Property shall thereafter be in strict compliance with the approved plans and specifications or approved amendments thereto.

B. Licensee's Responsibilities. Licensee will be responsible for any damage to and/or for the relocation of existing facilities on the Licensed Property. Further, Licensee shall reimburse the County for all costs of replacing or repairing any property of the County or of others which are damaged or destroyed as a result of activities authorized under this Agreement by, or on behalf of, Licensee.

C. Maintenance. Licensee shall maintain the Licensed Property and the Licensee's Improvements by keeping the area free of debris and litter. Removal of dead or dying plants shall also be handled by Licensee at its expense, as required by the County. Such removal of dead or dying plants shall be completed within fifteen (15) days following receipt of a written request by

the County to do so. If Licensee abandons or fails to maintain the Licensed Property, and the County receives no substantive response within fifteen (15) days following written notification to Licensee, then the County may, in addition to any other remedy set out herein, remove and/or replace all of Licensee's Improvements.

D. Removal or Modification. Licensee agrees that removal or modification of any improvements now existing or to be later replaced on the Licensed Property shall be at Licensee's sole expense. Said removal or modification shall be at Licensee's sole discretion, except where otherwise provided by this Agreement; provided, however, any modification to existing Licensee's Improvements must comply with the Plan Review requirements set out herein.

E. Default. In the event that Licensee fails to maintain the Licensed Property or otherwise comply with the terms or conditions as set forth herein, then the County shall give Licensee written notice thereof to the Licensee at the address set forth below. Licensee shall have fifteen (15) days from the date of receipt of such notice to take action to remedy the failure complained of and, if Licensee does not remedy the same to County's complete satisfaction within the fifteen (15) period, the County may, in addition to other remedies available herein or by law to County, (1) perform the work, (2) contract for the completion of the work, or (3) terminate this Agreement. Licensee agrees to pay, within fifteen (15) days of written demand by the County, all costs and expenses incurred by the County in completing the work or contracting for the work to be completed.

VII. COMMENCEMENT; TERMINATION BY ABANDONMENT

This Agreement shall be effective as of the date of the last party's execution below ("Effective Date"), and continue thereafter for so long as the Licensed Property shall be used for the purposes set forth herein or until this Agreement is terminated according to the terms hereof.

If Licensee abandons the use of all or any part of the Licensed Property for such purposes set forth in this Agreement, then this Agreement, as to such portion or portions abandoned, shall expire and terminate following fifteen (15) days written notice to the Licensee. If such abandonment has not been remedied by Licensee within such period, the County shall thereafter have the same complete title to the Licensed Property so abandoned as though this Agreement had never been made and shall have the right to enter on the Licensed Property and terminate the rights of Licensee, its successors and assigns hereunder. All installations of Licensee's Improvements that are not removed prior to County's termination of the license subject of this Agreement shall be deemed property of the County as of the effective date of County's termination.

VIII. TERMINATION

A. Termination by Licensee. This Agreement, or portion of the Licensed Property, may be terminated by Licensee by delivering written notice of termination to the County not later than thirty (30) days before the effective date of termination. If Licensee so terminates, then Licensee shall, within the 30-day notice period, remove from the Licensed Property, or such other portion thereof that is being terminated, installations of Licensee's Improvements. Any of Licensee's Improvements that are not removed within said period shall become the property of the County. Licensee hereby agrees and acknowledges that Licensee shall be liable to County for any damages

caused to the Licensed Property by the removal of Licensee's Improvements.

B. Termination by County. In addition to any other termination rights set out herein, this Agreement may be revoked and terminated at any time by County if such revocation and termination is reasonably required by the public interest (as hereinafter set forth), after providing fifteen (15) days written notice to the Licensee.

Subject to prior written notification to Licensee or its successors-in-interest, revocation and termination of this Agreement is reasonably required by the public interest if:

1. the County deems, in its sole discretion, that Licensee's Improvements, or a portion of them, interfere with the County's right-of-way;
2. use of the Licensed Property becomes necessary for a public purpose;
3. the Licensee's Improvements, or a portion of them, constitute a danger to the public which the County deems, in its sole discretion, not to be remediable by alteration or maintenance of such improvements;
4. despite fifteen (15) days written notice to Licensee, the County deems, in its sole discretion, maintenance or alteration necessary to alleviate a danger to the public has not been made; or
5. Licensee fails to comply with the terms and conditions of this Agreement including, but not limited to, any insurance requirements specified herein.

IX. MISCELLANEOUS PROVISIONS

A. Venue and Governing Law. Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in Williamson County, Texas. Furthermore, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

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

C. Covenant Running With Land: Waiver of Default. This Agreement and all of the covenants herein shall run with the land; therefore, the conditions set forth herein shall inure to and bind each party's successors and assigns. Either party may waive any default of the other at any time, without affecting or impairing any right arising from any subsequent or other default.

D. Assignment. Licensee shall not assign, sublet or transfer its interest in this Agreement

without the written consent of the County, which consent shall not be unreasonably withheld. In the event County agrees to Licensee's assignment of its interest in this Agreement and subject to the assignee's compliance with the insurance requirements set forth herein, if any, Licensee shall furnish to the County a copy of any such assignment or transfer of any of Licensee's rights in this Agreement, including the name, date, address and contact person.

E. Notices. Excepts as specifically otherwise set forth herein, all notices, demands and requests for delivery of documents or information hereunder shall be in writing and shall be sent to the receiving party at the address identified below and be deemed to have been properly delivered and received (1) as of the time of delivery if personally delivered; (2) as of the time deposited in the mail system if sent by United States certified mail, return receipt requested, and postage prepaid; (3) as of the time of delivery to Federal Express (or comparable express delivery system) if sent by such method with all costs prepaid; or (4) as of the third (3rd) day following the date in which notice is sent by electronic mail (e-mail). All notices, demands and requests hereunder shall be addressed:

To Licensee At:

The address set forth below Licensee's signature block herein below.

To County At:

Williamson County Engineer
3151 S. E. Inner Loop, Suite B
Georgetown, Texas 78626
E-mail: tevertson@wilco.org

with copy to: Williamson County Judge
710 Main Street, Ste. 101
Georgetown, Texas 78626

or to such other addresses which either party may so designate by sending notice as aforesaid.

F. Day. Unless otherwise set forth herein, all references herein to a "day" shall mean a calendar day and not a business day.

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

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

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

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TERMS AND CONDITIONS ACCEPTED, to be effective as of the date of the last party's execution below (the "Effective Date").

WILLIAMSON COUNTY, , TEXAS
a political subdivision of the State of Texas

By:_____

Printed Name: _____

Representative Capacity: As Presiding Officer of the
Williamson County Commissioners Court

Date:_____ _____, 20___

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the _____ day of _____, 20__ by _____, as Presiding officer of the Williamson County Commissioners Court, on behalf of Williamson County, Texas.

_____
NOTARY PUBLIC, State of Texas

LICENSEE:

Parkside Peninsula Residential Community, Inc.,
a HOA

By: _____

Printed Name: Dustin Einhaus

Title: President

Date: April 20th, 2023

Address for Notice:

c/o Kith Management Services – Denise Gehrmann- Jimenez
P.O. Box 700443
San Antonio, Texas78270
E-mail: djimenez@kithmanagement.com

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the 20th day of April, 2023 by Dustin Einhaus, President of Parkside Peninsula Residential Community, a Corporation.

_____
NOTARY PUBLIC, State of Texas

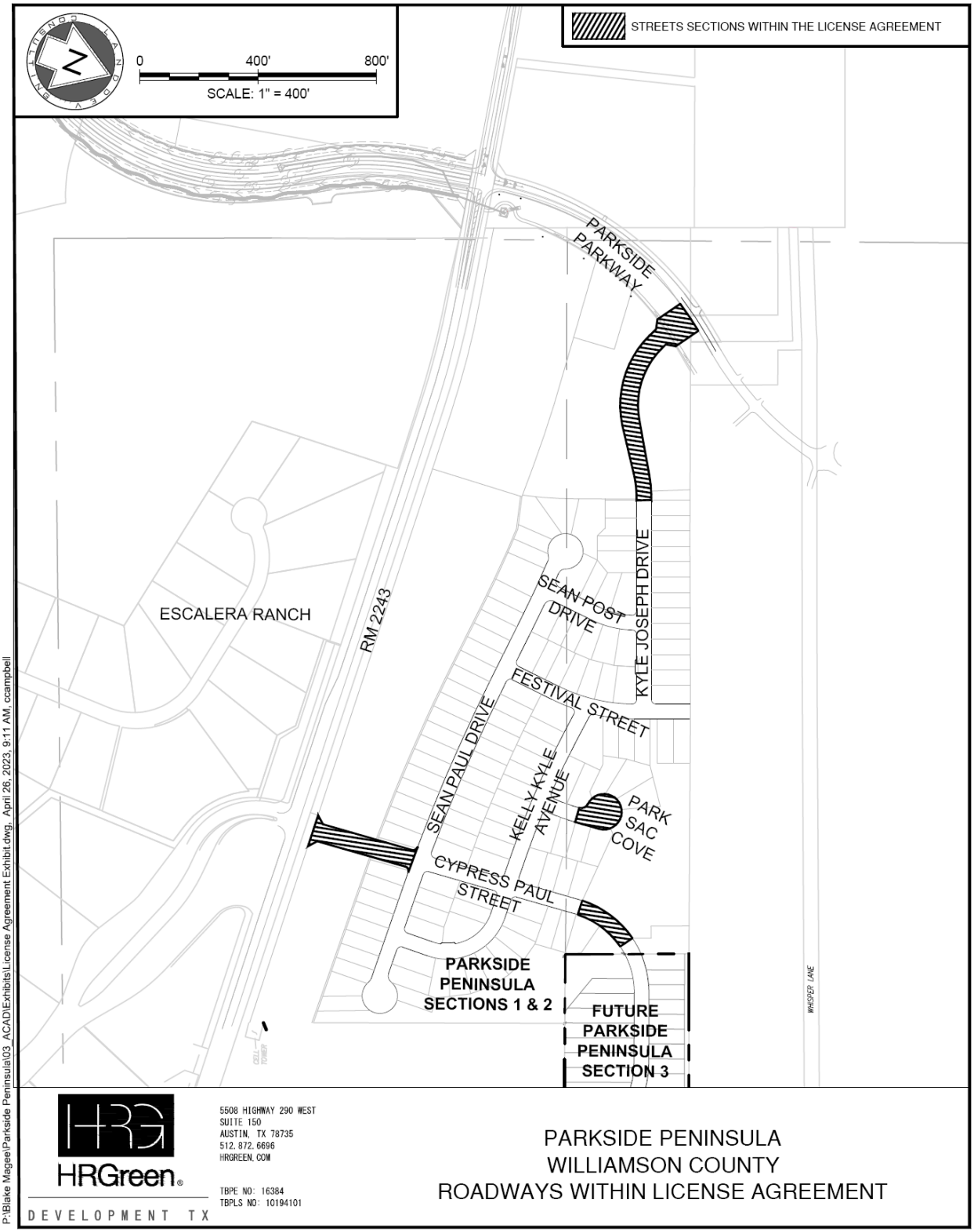
HOLLY H. FULLERTON
MY COMMISSION EXPIRES
5-29-2024
NOTARY ID: 132499027

EXHIBIT "A"

LICENSED PROPERTY

The portions of all public rights-of-way between the edge of pavement or back of curb to the outer boundary of said rights-of-way within and adjacent to the portion of the **Kyle Joseph Drive, Cypress Paul Street and Park Sac Cove** located within the boundaries of the **Parkside Peninsula Sections 1 & 2** subdivision as more particularly described on **Exhibit "A-1"**. For reference **Parkside Peninsula Sections 1 & 2** subdivision is generally depicted on **Exhibit "A-2"**.

EXHIBIT "A-1"
LICENSED PROPERTY



P:\Blake Magee\Parkside Peninsula\03_ACAD\Exhibits\License Agreement Exhibit.dwg, April 26, 2023, 9:11 AM, ccampbell

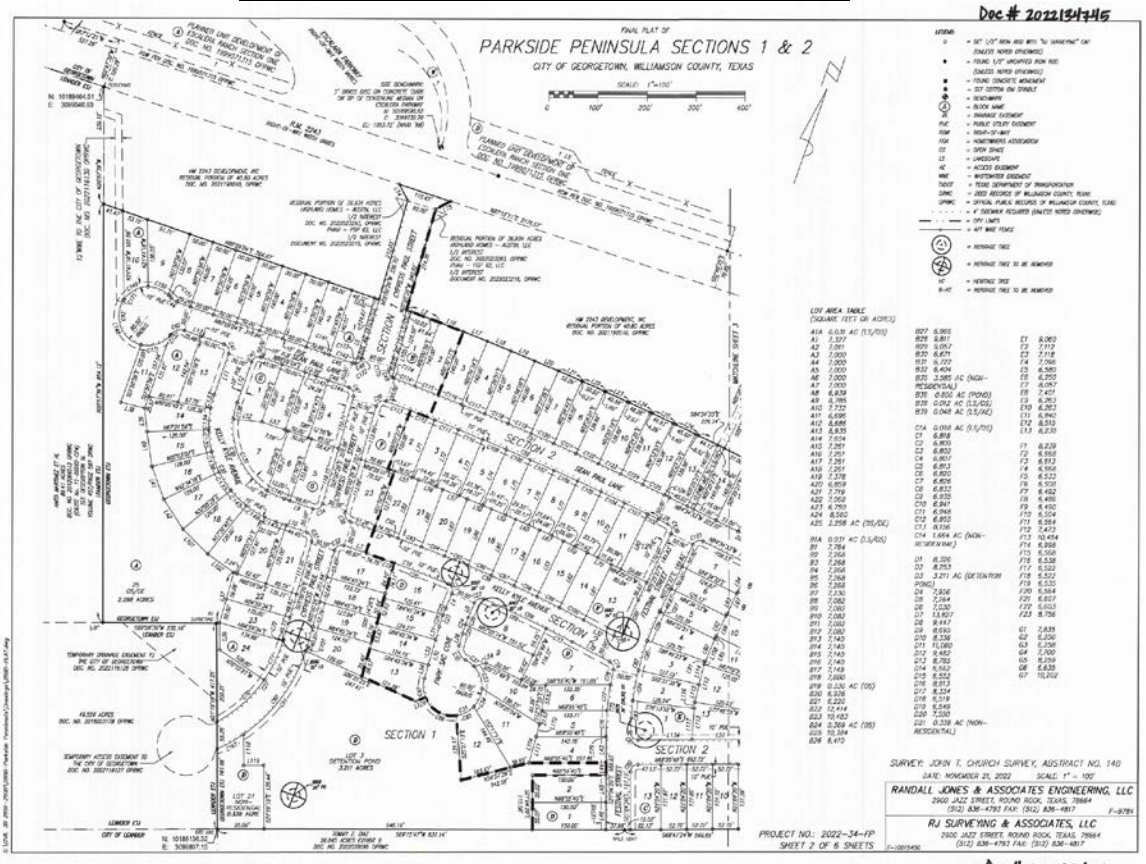
HRGreen
DEVELOPMENT TX

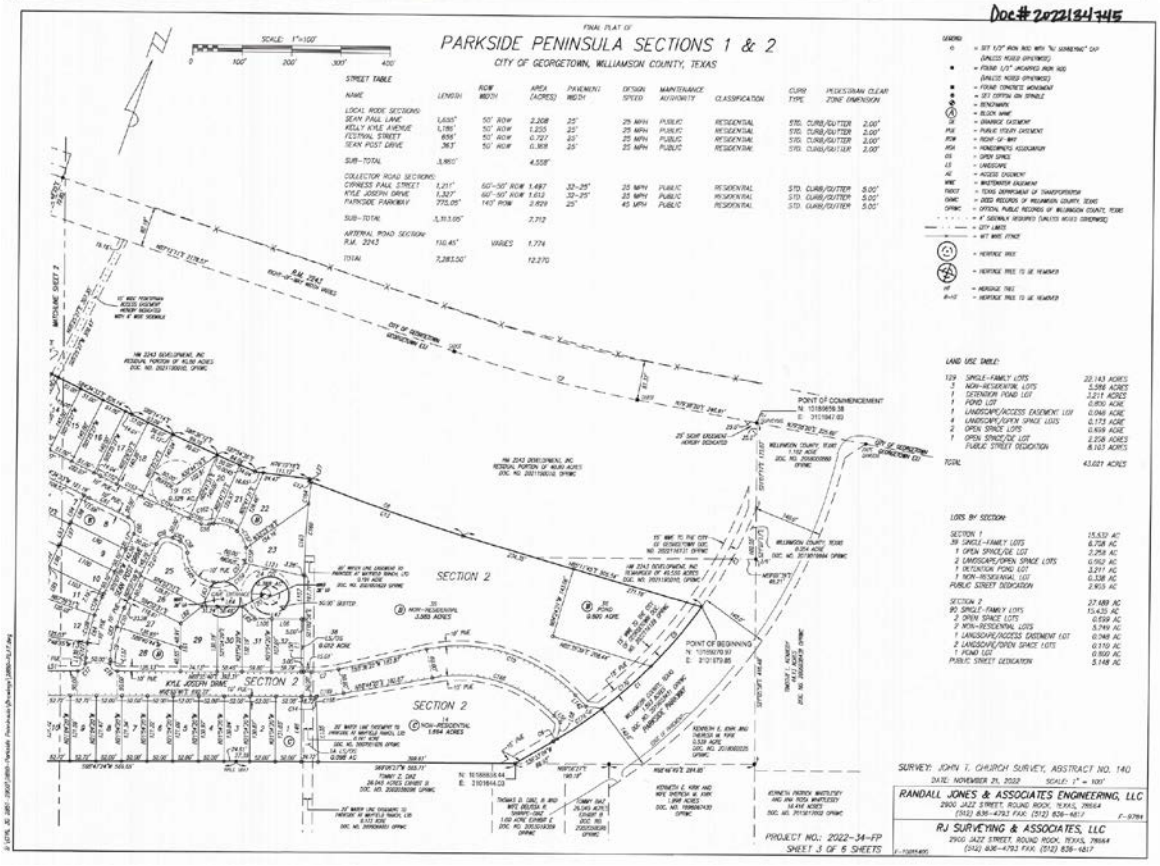
5508 HIGHWAY 290 WEST
SUITE 150
AUSTIN, TX 78735
512.872.6696
HRGREEN.COM

TBPE NO: 16384
TBPLS NO: 10194101

PARKSIDE PENINSULA
WILLIAMSON COUNTY
ROADWAYS WITHIN LICENSE AGREEMENT

EXHIBIT "A-2"
PARKSIDE PENINSULA SECTIONS 1 & 2





Commissioners Court - Regular Session **34.**

Meeting Date: 05/02/2023

Air Quality Awareness Week 2023

Submitted For: Terry Cook **Submitted By:** Garry Brown, Commissioner Pct. #1

Department: Commissioner Pct. #1

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on proclaiming May 1 - 5, 2023 as Air Quality Awareness Week in Williamson County.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Air Quality Awareness Week 2023 Proclamation

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	04/26/2023 09:14 AM
Form Started By: Garry Brown		Started On: 04/26/2023 09:01 AM
Final Approval Date: 04/26/2023		

PROCLAMATION

WHEREAS, air quality can threaten our environment, economy, and the health of the residents of Williamson County; and

WHEREAS, in 2022, the Austin-Round Rock-Georgetown Metropolitan Statistical Area (MSA) experienced its worst ozone season in over a decade, with more than thirty days when ozone levels were unhealthy for sensitive groups and two days unhealthy for all; and

WHEREAS, air pollution levels in Central Texas were considered "moderate" or worse on forty-seven percent of days in 2022, according to the National Air Quality Index; and

WHEREAS, children, older adults, people with lung disease and people with heart disease are particularly affected by poor air quality; and

WHEREAS, ground-level ozone (O_3) levels in the Austin-Round Rock-Georgetown Metropolitan Statistical Area (MSA) still remain stubbornly close to exceeding the O_3 National Ambient Air Quality Standard (NAAQS); and

WHEREAS, remaining in compliance with the NAAQS is important not only for public health, but also for the region's economy and ability to conduct transportation planning; and

WHEREAS, the U.S. Environmental Protection Agency has designated May 1 - 5, 2023, as National Air Quality Awareness Week; and

WHEREAS, Williamson County supports the efforts of the Central Texas Clean Air Coalition to promote air quality.

NOW THEREFORE the Williamson County Commissioners Court does hereby proclaim

May 1 - 5, 2023
as
"Air Quality Awareness Week"

in Williamson County and encourages our residents and employees to educate themselves about air quality, including visiting CAPCOG's Air Central Texas website at AirCentralTexas.org, and promote air quality and air quality awareness within our community.

Passed by Commissioners Court and Signed on this date: _____

_____

Bill Gravell, County Judge

On behalf of the Williamson County Commissioners Court Members

Commissioners Court - Regular Session **35.**

Meeting Date: 05/02/2023

Resolution recognizing May 2023 as ALS Awareness Month.

Submitted For: Russ Boles **Submitted By:** Kelley Hernandez, Commissioner Pct. #4

Department: Commissioner Pct. #4

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a resolution recognizing May 2023 as ALS Awareness Month.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

ALS Recognition

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	04/27/2023 09:37 AM
Form Started By: Kelley Hernandez		Started On: 04/27/2023 08:47 AM
Final Approval Date: 04/27/2023		

RESOLUTION

WHEREAS, ALS is known by many as Loug Gherigs disease, is a progressive, fatal neurodegenerative disease that attacks nerve cells in the brain and the spinal cord making even the simplest movements - walking, speaking and gesturing nearly impossible; and

WHEREAS, approximately 30,000 people in the United States are afflicted with ALS at any give time, with 5,000 new cases diagnosed each year; and

WHEREAS, persons diagnosed with ALS have an average life expectancy of 2 to 5 years with a person losing their battle with this disease every 90 minutes; and

WHEREAS, ALS strikes people not matter their race, sex, age or ethnicity; and

WHEREAS, finding the cause of, and cure for ALS will prevent the disease from robbing hundreds of thousands of Americans of their dignity and lives; and

WHEREAS, there is currently no know cause, treatment or cure for disease; and

WHEREAS, raising public awareness of this disease will facilitate the discovery for a cure, and will bring much needed dollars for support and services for families in Texas dealing with ALS.

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Commissioners Court recognize May 2023 as ALS Awareness Month.

Passed by Commissioners Court and Signed on this date: _____

_____

Bill Gravell, County Judge

On behalf of the Williamson County Commissioners Court Members

Commissioners Court - Regular Session **36.**

Meeting Date: 05/02/2023

public.hearing.SO

Submitted For: Rebecca Clemons **Submitted By:** Rebecca Clemons, Human Resources

Department: Human Resources

Agenda Category: Regular Agenda Items

Information

Agenda Item

9:30am Conduct a public hearing relating to a request from the Sheriff's Office to transfer the funding and convert position control number (PCN) 0537 Corrections Peace Officer from the Corrections Department to the Sheriff's Department for the position of Deputy, with a Detective stipend. The position assignment will be to work on the Overdose Investigation Team. In the background section, information is given to assist in the discussion of (1) the reason for the funding transfer, including the public purpose that will be served by transferring the funding; and (2) the exact amount of the funding transfer, the sources of the payment, and the terms for distribution of the payment that effect and maintain the public purpose to be served if any excess is needed.

Background

1. The reason for the funding transfer is to set up the position within the Sheriff's Department budget and fund at an L.1.4, which is an exception to current policy. Due to the complex nature of the work, they will only open it up to Deputies with at least 4 years of experience. The public will be well served by the role this position will play to thwart increasing deaths related to the fentanyl epidemic as well as investigate the cases to locate and prosecute those responsible for fentanyl poisonings.
2. The funding to be transferred to finish this fiscal year is $37,760.52, which was originally budgeted within Corrections, which will be paid through the normal bi-weekly payroll. No excess funding is needed this year or ongoing as funding amounts will be transferred. The following two agenda items contain details on position changes and funding if action is taken.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	04/26/2023 08:25 AM
Form Started By: Rebecca Clemons		Started On: 04/25/2023 01:45 PM
Final Approval Date: 04/26/2023		

Commissioners Court - Regular Session **37.**

Meeting Date: 05/02/2023

action item SO

Submitted For: Rebecca Clemons **Submitted By:** Rebecca Clemons, Human Resources

Department: Human Resources

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action to transfer funding and convert position control number (PCN) 0537 Corrections Peace Officer from the Corrections Department to the Sheriff's Department for the position of Deputy with a Detective stipend to work on the Overdose Investigation Team.

Background

This request is being made as an exception to policy due to the urgent need to thwart increasing deaths related to the fentanyl epidemic, as well as the experience needed to investigate the cases to locate and prosecute those responsible for fentanyl poisonings – agencies from surrounding counties, with collaboration with state and federal partners are forming a task force to focus on this emergency. In order to facilitate this Overdose Investigation Taskforce, manpower is needed from all participants. Judge Gravell in collaboration with Sheriff Gleason have committed time, resources and expertise to accomplish this hefty initiative. The time is now, just over the recent weekend Travis County experienced 6 overdose deaths. The dealers responsible, are still out there supplying others with this poison. We cannot afford to lose another child or family member to this preventable crime.

A dedicated Overdose Investigation detective would respond to all overdose deaths and determine if there is possibly a fentanyl nexus. If so, working with state and federal partners investigate how the victim obtained the drugs and pursue finding the dealer(s) in an effort to minimize further detriment to our community. This involves obtaining blood samples from victims in the hospital pursuing warrants, interviews, etc. All investigative skills are required for this position.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

LIT

position.changes.info

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	04/26/2023 08:35 AM
Form Started By: Rebecca Clemons		Started On: 04/25/2023 01:53 PM
Final Approval Date: 04/26/2023		

entity	fund	dept	object	(TO) dr	(FROM) cr
01	0100	0560	001105	29,020.72	
01	0100	0560	001913	1,631.54	
01	0100	0560	002010	2,344.90	
01	0100	0560	002020	4,763.36	
01	0100	0570	001105		30,652.26
01	0100	0570	002010		2,344.90
01	0100	0570	002020		4,763.36
				37,760.52	37,760.52

Department Number and Name	PCN	EE ID	Current Annual Salary	*New Annual Salary	Current Position Budget Amount	*New Position Budget Amount	Reduction to Position Budget	Increase to Position Budget	Change notes	Earliest Oracle Effective Date
0570-Corrections/560-Sheriff's Office	0537	vacant	N/A	N/A	$64,447.17	$74,706.80	N/A	$10,259.63	Conversion: Dept, Title, and Grade Change- 570-Corrections Peace Officer (C2.2) to 560-Sheriff's Office Deputy (L1.4) with detective stipend. Reallocation of surplus salary from PCNs 0579, 0367, 0514 to PCN 0537 to fund conversion and detective stipend.	5/12/2023
0570-Corrections	0579	vacant	N/A	N/A	$106,118.24	$99,997.59	$6,120.65	N/A	Reallocation of surplus salary from PCNs 0579, 0367, 0514 to PCN 0537 to fund conversion and detective stipend.	5/12/2023
0570-Corrections	0367	vacant	N/A	N/A	$63,888.30	$59,022.91	$4,865.39	N/A	Reallocation of surplus salary from PCNs 0579, 0367, 0514 to PCN 0537 to fund conversion and detective stipend.	5/12/2023
0570-Corrections	0514	vacant	N/A	N/A	$62,635.59	$59,022.91	$3,612.68	N/A	Reallocation of surplus salary from PCNs 0579, 0367, 0514 to PCN 0537 to fund conversion and detective stipend.	5/12/2023

***Amount may vary slightly due to Oracle rounding**

Commissioners Court - Regular Session **38.**

Meeting Date: 05/02/2023

positions

Submitted For: Rebecca Clemons **Submitted By:** Rebecca Clemons, Human Resources

Department: Human Resources

Agenda Category: Regular Agenda Items

Information

Agenda Item

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

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

LIT

position.changes.info

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	04/26/2023 08:33 AM
Form Started By: Rebecca Clemons		Started On: 04/25/2023 01:55 PM
Final Approval Date: 04/26/2023		

entity	fund	dept	object	(TO) dr	(FROM) cr
01	0100	0560	001105	29,020.72	
01	0100	0560	001913	1,631.54	
01	0100	0560	002010	2,344.90	
01	0100	0560	002020	4,763.36	
01	0100	0570	001105		30,652.26
01	0100	0570	002010		2,344.90
01	0100	0570	002020		4,763.36
				37,760.52	37,760.52

Department Number and Name	PCN	EE ID	Current Annual Salary	*New Annual Salary	Current Position Budget Amount	*New Position Budget Amount	Reduction to Position Budget	Increase to Position Budget	Change notes	Earliest Oracle Effective Date
0570-Corrections/560-Sheriff's Office	0537	vacant	N/A	N/A	$64,447.17	$74,706.80	N/A	$10,259.63	Conversion: Dept, Title, and Grade Change- 570-Corrections Peace Officer (C2.2) to 560-Sheriff's Office Deputy (L1.4) with detective stipend. Reallocation of surplus salary from PCNs 0579, 0367, 0514 to PCN 0537 to fund conversion and detective stipend.	5/12/2023
0570-Corrections	0579	vacant	N/A	N/A	$106,118.24	$99,997.59	$6,120.65	N/A	Reallocation of surplus salary from PCNs 0579, 0367, 0514 to PCN 0537 to fund conversion and detective stipend.	5/12/2023
0570-Corrections	0367	vacant	N/A	N/A	$63,888.30	$59,022.91	$4,865.39	N/A	Reallocation of surplus salary from PCNs 0579, 0367, 0514 to PCN 0537 to fund conversion and detective stipend.	5/12/2023
0570-Corrections	0514	vacant	N/A	N/A	$62,635.59	$59,022.91	$3,612.68	N/A	Reallocation of surplus salary from PCNs 0579, 0367, 0514 to PCN 0537 to fund conversion and detective stipend.	5/12/2023

***Amount may vary slightly due to Oracle rounding**

Commissioners Court - Regular Session **39.**

Meeting Date: 05/02/2023

conversion

Submitted For: Rebecca Clemons **Submitted By:** Rebecca Clemons, Human Resources

Department: Human Resources

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a position conversion for Position Control Number (PCN) 2018 within the Commissioners Court Dept. budget.

Background

This would be an exception to policy, as it is outside the identified timeline for approval. Policies identified in the Employee Policy Manual would still apply for any compensation offered. This conversion would be utilized to increase the candidate pool for a critical position. The office has had the position posted since mid-February and has a very small applicant pool. The posting was also published in a paid advertisement through the State Bar. While an experienced attorney would be preferred, the office has recognized the need for flexibility during a tough hiring market and is willing to train and invest the time for the right candidate. Details for the position conversion, if approved are attached.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CommCourt

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	04/27/2023 09:36 AM
Form Started By: Rebecca Clemons		Started On: 04/26/2023 04:18 PM
Final Approval Date: 04/27/2023		

Department Number and Name	PCN	EE ID	Current Annual Salary	*New Annual Salary	Current Position Budget Amount	*New Position Budget Amount	Reduction to Position Budget	Increase to Position Budget	Change notes	Earliest Oracle Effective Date
0401-Commissioners Court Dept.	2018	vacant	N/A	N/A	$107,958.25	$107,958.25	N/A	N/A	Conversion - Change Asst General Counsel 1 B.38 to Asst General Counsel B.34	5/12/2023

***Amount may vary slightly due to Oracle rounding**

Commissioners Court - Regular Session **40.**

Meeting Date: 05/02/2023

EPM.draft1

Submitted For: Rebecca Clemons **Submitted By:** Rebecca Clemons, Human Resources

Department: Human Resources

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on proposed changes to the Employee Policy Manual to be effective October 1, 2023.

Background

This is the first round of proposed changes. We are still working on a few additional edits, reviewing recommendations from Salary Study Cycle 6 and a full legal review. I attached the draft for your review so, we can discuss any proposed edits, as well as any other changes that need to be considered.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

overview

EMP

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	04/27/2023 09:30 AM
Form Started By: Rebecca Clemons		Started On: 04/25/2023 01:57 PM
Final Approval Date: 04/27/2023		

Williamson County Human Resources
Proposed FY2024 Policy Manual Updates

Page	Description of Proposed Update
3	Upated verbiage to clarify reduction of time-off accrual usage to balance timecard to 40 hours per week (or 80 per pay period for LE)
6	Addition of 30-day deadline to request exception for Adjusted Service Date for gap over 90 days
7	Updated to clarify that offsite breaks shall be clocked out
7	Updated to clarify that work shall not be performed during lactation breaks if clocked out
7 & 8	Move Leave Policy paragraph from page 11 (Work Environment) to page 12 (above leave chart)
8	Leave accrual timing, now included above leave chart; removed from Vacation Policy box
8	Addition of preventive appointments to Sick Leave Policy
8 & 9	Floating Holiday, Holiday and Bereavement: minor verbiage edits for clarification only
9	NE PSA: Specification of PSA allottment details; refer to HR regarding PSA within FMLA
9	Civil & Essential Personnel Leave: minor verbiage edits for clarification only
14	Added Bullet: Paid/Unpaid Admin Leave over 13 weeks nullifies benefit eligibility under ACA
15	Added Bullet: SLP may not supplement reduced work schedule outside of FMLA
25	Delete November 1; deadline provided annually by HR to meet process and calendar needs
27	Update merit eligibility from time in "position" to "PCN" for specificity
27	Clarification of date range window within which position surplus salary moves may be made
27	Career Ladder Advancement: addition of increase cap
28	Demotions within 90 days in PCN to revert to prior salary; contact HR for further information
28	Career Ladder Advancement excluded from 15% max (along with promotions & salary study)

Williamson County
Employee Policy Manual
Effective TBD

Table of Contents

About Williamson County 1

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Expenditure Guidelines 17

Compensation 23

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Policy Manual Disclaimer

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

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

About Williamson County Government

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

Commissioners Court

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

County Operations

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

Employment

At Will Employment

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

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

Equal Employment Opportunity & ADA Compliance

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

Employment Status

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

  If the temporary employee cannot be categorized as seasonal and customary, then the temporary employee can work no more than 29 hours in a pay week. Customary must meet the criteria: (i) by the nature of the position an employee typically works for a period of six months or less, and (ii) the period of employment should begin each calendar year in approximately the same part of the year, such as summer or winter. Please contact your HR Generalist to determine the parameters for any temporary employees.

Position Classification

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

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

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

Employment

Overtime		
Classification	**Eligibility**	**Accrual**
Exempt	**NO**	Exempt employees are not eligible for overtime compensation.
Non-Exempt	**YES**	• Time and a half pay or compensatory time after 40 hours actually worked in a work week. • Determination of pay vs. comp time is based on departmental budget.
Non-Exempt: Department of Infrastructure	**YES**	• Time and a half compensatory time after 40 hours actually worked. • In the event of a public safety emergency, the Senior Director has the discretion to grant overtime pay at time and a half to those employees performing emergency response duties at the request of their supervisor.
Non-Exempt: Public Safety Positions	**YES**	Time and a half overtime pay or compensatory time after 40 hours actually worked.
Non-Exempt: Law Enforcement Positions	**YES**	Time and a half overtime pay or compensatory time after 86 hours worked in a 14-day pay period. The hours worked between 80 and 86 hours, for this period, are compensated at straight overtime pay or compensatory time.
Non-Exempt: Catastrophic Event Pay	**YES**	Upon EOC activation and/or declaration of a local, state or federal disaster, non-exempt essential personnel (EP) may receive time and one-half pay in lieu of compensatory time, once the normal hours required before overtime eligibility have been exceeded.

All overtime must be preapproved by the Elected Official or Department Head. Only hours actually worked are included in the determination of overtime. Sick leave, vacation, holidays, and other absences from the workplace do not count toward the accrual of overtime~~.~~ ~~Timecards must be balanced to the number of hours scheduled per pay period. The use of time-off accruals shall not result in overtime. Time-off accruals will~~ Such time-off accruals will be reduced to balance the timecard to 40 hours per week ~~(~~or 80 hours per pay period for Law Enforcement employees~~)~~.* As used above, overtime may refer to accruals of compensatory time or payments.

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

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

Employment

Recruitment

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

Job Posting Options			
Type	**Description**	**Documentation**	**Process**
External Job Posting	Vacant position is posted online through Human Resources.	A request to post must be sent to Human Resources.	Position will be posted through online hiring system for a minimum of 5 calendar days.
Internal Job Posting	Vacant position is posted internally through email or other written communication method within the hiring department only.	An email or manual written posting may be used to notify employees of the vacancy.	• Notify internal employees of the opportunity and provide instructions on how they must apply (i.e. via resume, email response, etc.). • Applications should be accepted for a minimum of 5 calendar days.
Applicant Pool	Candidate applications submitted in response to job posting.	Contact Human Resources to request applications from a previous posting for a position with the same title and grade within the past 180 days.	Applications will be provided through the online hiring system for the hiring manager to review.

Candidate Selection Process

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

Nepotism

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

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

Employment

Hiring Post TCDRS Retirement

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

Pre-Employment Screening

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

Post Hire

New Employee Orientation

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

Direct Deposit

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

Texas County and District Retirement System (TCDRS) Contributions

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

Employment

Transfers

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

Transfers to and from WCCHD, Museum or CSCD are considered employment separations.

Separation of Employment

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

The following will be paid on the final paycheck or when County assets have been disabled/returned to the County:

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

Adjusted Service Dates for Rehired Employees (Non-retirement)

Employees rehired into a full-time position within 90 days from his/her last employment within a full-time position, will be reinstated with service time based on a calculated adjusted service date. The adjusted service date is the original date of full-time employment minus the number of break in service days either not employed with the County or working in a part-time capacity. The adjusted service date will also be used for determining vacation and County longevity accrual rates. Employees rehired 91 or more days after separation of employment will not receive service credit for previous employment, unless a one-time exception, that cannot exceed a one-year break in service, is awarded based on review and approval by Human Resources (factors considered include high turnover positions, knowledge, skills and abilities of a former employee or other special circumstances). Request for the one-time exception must be received by Human Resources within 30 days following rehire date. Any resulting change to longevity amount paid will not be effective until budget funds are available. Retroactive payments will not be made for payments missed pending budget funds availability.

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

Work Environment

Communications to Employees

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

Breaks

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

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

Lactation breaks

For up to one year after a child's birth, any employee who is breastfeeding her child will be provided reasonable break times as needed with the same rules for breaks ~~as listed above~~. During lactation breaks in which non-exempt employees clock out, they may not perform any work. Williamson County has designated certain rooms for this purpose. Employees who work off-site or in other locations will be accommodated with a private area as necessary.

Reporting Time Worked and Leave Time

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

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

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

~~Employee Leave Policies~~

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

Employee Leave Policies

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

Leave Chart

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

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

Type	Rate of Accrual	Max Accrual / Payout	Policy
VACATION	< 5 years = 3 Hours 5 minutes per pay period	80 hours	~~• Leave is accrued at the end of the pay period.~~ • Changes in work schedules may result in adjustments to leave balances & accruals. • Part-time employees earn 1.5 hours per pay period with the same max accrual as full-time employees. • Proration may occur for full-time employees who work less than 30 hours per week. • Contact Human Resources for more information.
	5 to < 10 Years = 4 hours 37 minutes per pay period	120 hours	
	10 + years = 6 Hours 10 minutes per pay period	160 hours	
VACATION (EMS Paramedics on 24-hour shifts)	< 10 years = 5 Hours 32 minutes per pay period	144 hours (6 shifts)	
	10+ years = 6 Hours 27 minutes per pay period	168 hours (7 shifts)	
SICK LEAVE 480 hours accrual max	4 hours per pay period	N/A (Not paid at termination)	• May only be used for illness or medical and preventive appointments for employee or qualifying family member, as defined by FMLA. • May not be used to care for a newborn child or the placement of a child with the employee for adoption or foster care without certification from the treating physician of the child having a serious medical condition. • May be required to provide documentation. • Not a substitute for vacation. • Part-time employees earn 1.5 hours per pay period with the same max accrual as full-time employee (Effective 10/1/16).
SICK LEAVE (EMS Paramedics on 24-hour Shifts) 672 hours accrual max	6 hours per pay period	N/A (Not paid at termination)	
FLOATING HOLIDAY*	2 (8-hour) days per fiscal year (Effective October 1, 2017) Does not roll over	N/A (Not paid at termination)	• Only available to full-time employees. • Available to new hires as of start date. • Must be used by end of fiscal year. • EMS Paramedics will receive up to 12 hours per day based on ~~normal~~ regular shift assignment.
HOLIDAY*	• Part-time employees receive 4 hours • Full-time employees receive 8 hours	N/A (Not paid at termination)	• Dates are established by Commissioners Court ~~annually,~~and are subject to change annually. • Employee must work or be on approved paid leave the day before and after the holiday. • EMS Paramedics will receive up to 12 hours per day based on ~~normal~~ regular shift assignment.

Leave Chart

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

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

Type	Rate of Accrual	Max Accrual	Policy
BEREAVEMENT LEAVE*	2 (8-hour) days per fiscal year (Effective October 1, 2017) Does not roll over	N/A (Not paid at termination)	• May be granted following the death of a friend or family member at the discretion of your department's leadership. • Documentation may be required. • EMS Paramedics will receive up to 12 hours per day based on normal shift assignment.
NON-EXEMPT PUBLIC SAFETY ADJUSTMENT	~~64 hours per fiscal year,~~ 4 hours per paid holiday, floating holiday, and bereavement day allotted; does not roll over	N/A (Not paid at termination)	• Includes positions in Law Enforcement, Corrections and Emergency Services with some exceptions. • Max of 4 hours per shift and must be used with 8 hours of holiday, floating holiday, or bereavement to cover shift as scheduled. • Contact Human Resources regarding application of Public Safety Adjustment accruals within FMLA
CIVIL LEAVE	Includes jury duty, voting, work related court summons, USERRA (Uniformed Services Employment & Re-employment Rights Act)	N/A	• Employee must show jury duty summons to their supervisor and must return to work if time permits. County employees will be paid if they are required to miss their regularly scheduled work shift, in addition to the jury pay from the court. • Time off to vote may be approved due to unusual circumstances, please refer to State of Texas Regulations. • Civil Leave may be approved when an employee is summoned to testify for a case that is work related only. • The first 15 days (per fiscal year) of Military Leave (USERRA) will be paid without the requirement of leave usage by the employee. Beyond the first 15 days the employee may choose to use vacation leave or be placed on leave without pay. • Up to seven additional paid military leave days may be applied in accordance with Government Code Section 437.202, as required relating to Emergency Orders issued by the Governor. • Contact HR for further information related to USERRA leave and benefit continuation.
BAD WEATHER	As determined by order of the County Judge	N/A	• Employee must be at work or scheduled and ready for work on the day of office closure. • Employees on approved leave of any type are not eligible. • If office closure continues beyond 5 consecutive days, employees must use vacation pay, compensatory time, personal holiday or unpaid leave unless otherwise determined by Commissioners Court.
ESSENTIAL PERSONNEL LEAVE	As determined by order of the County Judge	N/A	• Essential Personnel Leave is granted when exempt employees must work outside their regular schedule during an office closure that has been declared by the County Judge. • EP leave must be used before the end of the current fiscal year.
BANKED HOLIDAY LEAVE	Determined by number of hours worked on the holiday.	200 hours	• Will not be paid upon termination if earned after 10/1/14.
COMPENSATORY LEAVE	Refer to Overtime Policies for accrual.	240 hours	• Must be used before vacation time.

***Refer to Non-Exempt Public Safety Adjustment policy**

Wilco PTO leave time is applied in the following order:
1) Compensatory time 2) Vacation leave

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

Leave Chart

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

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

Type	Rate of Accrual	Max Accrual	Policy
WORKERS COMPENSATION LEAVE	Used by employees who must miss work due to an on-the-job injury. Contact HR for more information	N/A	• Any on-the-job injury must be reported immediately. Failure to report within 30 days of the injury may result in a denial of benefits including leave (Texas labor code Sec.409.001). • HR will serve as a liaison with the Worker's Compensation carrier regarding leave and medical care. • Medical expense coverage is dependent upon compliance with the carrier's network of providers and facilities. A signed network acknowledgement is required at time of hire. • FMLA can run concurrently with lost time under workers' compensation and may provide for medical insurance continuation if you are receiving workers' compensation income benefits.
PAID QUARANTINE LEAVE	Used by employees who are ordered by their supervisor or the Local Health Authority to quarantine or isolate due to a possible or known exposure to a communicable disease while on duty.	N/A	• As defined by HB 2073 eligible County employees include peace officers, corrections officers, paramedics, and emergency medical technicians employed by, appointed by, or elected for a political subdivision. • Covers all employee benefits, including compensation for all regularly-scheduled shift hours, leave accruals, retirement benefits, and health plan benefits for the duration of the leave. • Quarantine reimbursements may also be submitted for reasonable related costs. • Contact HR for more information.

Family Medical Leave Chart

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

Eligibility	• Worked for the County for at least 12 months. • Worked a minimum of 1250 hours in the last 12 months.

Basic FMLA

The Family and Medical Leave Act (FMLA) entitles eligible employees to take unpaid, job-protected leave for specified family and medical reasons with continuation of group health insurance coverage under the same terms and conditions as if the employee had not taken leave.

Entitlement	**Qualifying Reasons/Policy**
• 12 weeks, unpaid leave, per rolling year; if criteria is met including relationship rules.	**Specified family and medical reasons:** • Employee's own serious health condition. • To care for employee's spouse, child, or parent who has a serious health condition. • Employees requesting leave to care for an immediate family member with a serious health condition may be required to submit proof of the familial relationship, such as a birth certificate or marriage license. • Time off to care for a newborn child or the placement of a child with the employee for adoption or foster care. Employees are not eligible to utilize sick leave or sick leave pool without certification of the child having a serious medical condition.
	Concurrent application of available leave accruals: • Eligible employees with accrued leave will have the leave applied in the following order when the leave is related to a serious medical condition: sick, PTO, essential pay, banked holiday, floating holiday. • Eligible employees with accrued leave will have the leave applied in the following order when the leave is not related to a serious medical condition: PTO, essential pay, banked holiday, floating holiday. • Holiday leave will not bank, it will be utilized in the week earned. • In the event that all available time-off accruals become exhausted during FMLA leave, the employee will enter an unpaid leave status. Contact HR regarding possible Sick Leave Pool eligibility, benefit premium deduction repayment schedule, and any other leave questions.

Family Medical Leave Chart

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

Military Family Leave – Qualifying Exigency Leave

Entitlement	Qualifying Reasons/Policy
• Any period of absence due to or necessitated by USERRA-covered military service must be counted in determining an employee's eligibility for FMLA leave. • Employees may be entitled to take their Basic FMLA Leave for a • "Qualifying Exigency" if the employee's spouse, son, or daughter, or parent is a member of the National Guard, Reserves, or a regular component of the Armed forces, and on covered active duty or called to covered active duty.	**Qualifying exigency is unpaid time off and may include:** • Short-notice deployment when the military member is notified seven or less calendar days prior to deployment. This is limited to 7 days of leave. • Attending certain military events related to the call to duty. • To attend to childcare and school activities necessary to arrange for alternative childcare necessitated by the call to duty. • To attend to certain financial and legal arrangements as a result of the military member's absence while on duty. • In some instances, to attend counseling arising from the covered active duty or call to covered active-duty status of a military member. • To spend up to 15 days of leave with a military member on a short leave for rest and recuperation. • To attend post-deployment activities during the 90 days after the termination of the military member's covered active-duty status or to address issues related to the death of a military member while on covered active duty. • To care for a military member's parent who is incapable of self-care when the care is necessitated by the military member's covered active duty, such as to arrange for alternative care for a military member's parent, to provide care on an immediate need basis or to attend meetings with staff at a military member's parent's care facility. • Other activities arising out of the military member's covered active duty or call to covered active duty as agreed upon by the Company and the employee. • Eligible employees with accrued leave will have the leave applied in the following order: PTO, essential pay, banked holiday, floating holiday.

Family Medical Leave Chart

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

Military Family Leave – Service Member Caregiver Leave

- Under certain circumstances, employees who meet the eligibility requirements for FMLA leave to take up to 26 weeks of leave in a single
- 12-month period to care for their ill or injured spouse, child, parent or next of kin (closest blood relative), who is a covered service member.
- If a husband and wife both work for the Company and each wishes to take leave to care for a covered injured or ill service member, the husband and wife may only take a combined total of 26 weeks of leave.
- The 26 weeks of leave includes any Basic FMLA leave taken. However, if the leave qualifies both for Basic FMLA leave and for Service member Caregiver Leave, then the leave will first be designated as Service member Caregiver leave.
- The single 12-month period begins on the first day the eligible team member takes FMLA leave to care for a covered service member and ends 12 months after that date. If an eligible team member does not take all of his or her 26 weeks of leave entitlement to care for a covered service member during this "single 12-month period," the remaining part of his or her 26 workweeks of leave entitlement to care for the covered service member is forfeited. The 26 week leave entitlement is to be applied on a per-covered-service member, per-injury basis.

The term "covered service member" for purposes of Service member Caregiver Leave means:

- A member of the Armed Forces (including a member of the National Guard or Reserves) who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness.
- A veteran who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness and who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during the period of 5 years preceding the first date on which the veteran takes FMLA leave to care for the covered veteran.
- The term "serious injury or illness":
- In the case of a member of the Armed Forces (including a member of the National Guard or Reserves), means an injury or illness that was incurred by the member in line of duty on covered active duty in the Armed Forces (or existed before the beginning of the member's covered active duty and was aggravated by service in line of duty on covered active duty in the Armed Forces) and that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating.
- In the case of a veteran who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during a period when the person was a covered service member, means a qualifying (as defined by the Secretary of Labor) injury or illness that was incurred by the member in line of duty on a covered active duty in the Armed Forces (or existed before the beginning of the member's covered active duty and was aggravated by service in line of duty on covered active duty in the Armed Forces) and that manifested itself before or after the member became a veteran.
- Certification for the serious injury or illness of the covered service member may be required, the employee must respond to such request within 15 days or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave.

Please contact Human Resources for additional information below:

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

• Restoration of Employment • Employee Benefits • Group Health Benefits	• Certification of Health • Relationship to PTO • Notification • Status Reports	• Leave Without Pay (LWOP) • Intermittent Leave • Failure to Return from FMLA Leave • Baby Bonding FMLA Leave

Administrative Leave

Occurrences of administrative leave with or without pay are rare, but may be appropriate when the Department Head believes immediate action is necessary to protect an employee, the Department, the public, and/or needs additional time to investigate an employee's performance or behavior.

Type	Department	Policy
Administrative Leave (with pay)	Non-Elected & Elected Offices	• May not be used during or to extend FMLA. • Paid Admin Leave lasting more than ten days will require approval of the County Judge for non-elected offices only. • If the County Judge denies a request to grant admin leave with pay in excess of ten days, the non-elected office may appeal such denial to Commissioners Court. • The employee will be paid base wages, this will not count as hours worked for overtime purposes. • Medical benefits will continue at active employee rates. • The employee must contact his/her supervisor weekly and remain available to return to duty with 12 hours' notice. • If the employee returns to work, he/she shall receive full credit for any suspended accruals/County longevity/supplemental pay, unless determined otherwise. • Any paid leave time other than sick leave, that has been accumulated will be applied retroactively to the time spent on paid admin leave, upon returning to duty. • Leave will be applied as follows: compensatory time, vacation, banked holiday.
Administrative Leave (without pay)	Non-Elected & Elected Offices	• Temporarily suspends employees job duties. • Exempt employees may only be placed on admin leave without pay for serious infractions of workplace conduct policies. • Full days/full week periods are administered for Exempt employees on admin leave without pay (partial days will not be granted). • Employees may not substitute accrued paid leave during unpaid admin leave. • Employee must coordinate payment of medical and dental benefits with the HR Department. • Employees may be required to periodically contact their supervisor.
Administrative Leave (with or without pay)	Elected Offices County Auditor's Office Juvenile Services	• Must provide the Senior Director of HR with written notice that sets forth: the name of the employee being placed on admin leave, whether admin leave is with pay or without pay, and the estimated duration of the leave. • If the employee is reinstated or terminated the Elected Official/Appointed Official must provide the Sr. Director of HR with the time and date of the employee's reinstatement/termination.
Administrative Leave (with or without pay)	Non-Elected Offices	• Department heads and appointed positions who are direct reports to Commissioners Court may place an employee on Admin Leave with pay with HR consultation. • Subject to the oversight of Commissioners Court. • HR will provide proper notices/estimated time duration to the employee that is placed on paid admin leave.
Reinstatement	Non-Elected & Elected Offices	• The County does not guarantee the reinstatement of an employee on admin leave, unless reinstatement is required by some other protected leave.
Other Information	Non-Elected & Elected Offices	• Paid leave will not be accrued while employee is on any admin leave for one or more full pay periods. • County longevity or supplemental pay shall not be paid while employee is on any admin leave for one or more pay periods. • Supplemental pay is defined in the budget order. • If Paid or Unpaid Administrative Leave exceeds 13 weeks, the employee will no longer be eligible for county benefits under the Affordable Care Act (ACA).

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

Sick Leave Pool

Membership	Policy
BENEFIT SUMMARY	• Per Texas Local Government Code Sec.157.075: A participating enrolled employee is eligible to use time contributed to the County sick leave pool if: because of a catastrophic injury or illness and the employee has exhausted all the accrued paid leave and compensatory time to which the employee is otherwise entitled. • Provides sick leave to an eligible employee once the employee has exhausted all accrued/ banked paid leave. • The maximum amount of Sick Leave Pool (SLP) time that may be granted per benefit year will not exceed 1/3 of the total amount in the SLP, or 240 hours, whichever is less, at the time of the request for SLP.
ENROLLMENT	• One continuous year of full-time employment must be completed as of first day of open enrollment. • A minimum of 8 Hours and no more than 40 hours must be contributed. • Must enroll each year during benefits open enrollment. • Contributed sick leave hours will be deducted on the 1st day of the pay period which includes January 1st. • Sick leave balance must meet or exceed employee's selected contribution amount.
QUALIFICATION	• An employee with an illness or injury that makes them unable to perform their job while on approved FMLA for their own catastrophic injury or illness. • SLP time will not be granted to an employee when they are receiving workers' compensation income benefits under the Texas Workers Compensation Act. • SLP time will not be granted beyond the end date of approved FMLA leave (12 week max). • There is no guarantee that an employee will receive or be eligible to be reimbursed for any time that they contribute. • All withdrawal requests must go through an approval process. • Employees cannot receive time from the SLP if they are placed on temporary suspension, administrative leave, authorized non-medical leave without pay or are otherwise terminated.
PROCEDURE	• Employees must apply for permission to receive SLP benefits. (Contact the Human Resources Department for more information) • Upon receipt of the completed SLP benefit request, Human Resources will review the request and FMLA documentation to determine whether the request is approved.
UTILIZATION	• The number of hours granted through the SLP will be based on the FMLA documentation or report of catastrophic illness or injury. • SLP time may only be used for approved workdays and for holidays. • SLP time may not be used to supplement reduced work schedule during Light Duty Assignments outside of FMLA. • SLP benefits end when the employee returns to work, exhausts the SLP benefit, exhausts eligible FMLA leave time, upon separation, suspension or administrative leave.
CONTRIBUTIONS	• Employee contributions of sick leave hours are irrevocable. • Sick leave hours that are contributed become the property of the SLP and cannot be returned. • Time contributed to the SLP cannot be designated to a particular employee. • If, at any time, the SLP balance falls below two times the number of members, each member will be required to contribute eight additional hours to maintain membership. • An employee separating from employment may contribute up to 80 hours of sick leave to the SLP. • All unused time that was granted to an employee from the SLP shall be returned to the pool.
DISCLAIMER	• The County may discontinue and/or terminate the SLP program without cause, legal repercussions, or ramifications with 120 day written notice to all participating employees. • If any provision of this SLP is determined to be invalid or unenforceable, it is the intention of the County that the provision will be reformed to the best extent possible in its sole discretion. • The guidelines, terms, and conditions of this SLP program may be amended at any time. The Commissioners Court must approve any recommended amendment.

Benefits

Benefits

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

Benefits

- Full-time employees are eligible for medical, vision, dental, group term life, voluntary term life, FSA and voluntary supplemental benefits coverage on the first of the month following the completion of 30 days of employment.
- The new-hire benefit enrollment period is 10 calendar days starting from the date of hire.
- Current employees can make changes to benefits only during open enrollment or due to a qualified life event.
- If an employee is on leave under USERRA, it is the employee's responsibility to cancel benefits if they are no longer needed.

Type	Policy	Premium Payment
Medical, Vision, Dental	• Full-time employees must enroll during new-hire enrollment period, open-enrollment period, or due to a qualified life event.	• Employees are responsible for the employee portion of all benefit premiums. If an employee is on leave without pay (LWOP), for any reason, unpaid premiums must be paid through payroll deductions upon return to work. • Employees who do not return to work, after LWOP, are responsible for unpaid premiums. • Failure to pay premiums will result in termination of benefits. Benefits termination will be determined based on the last payroll deduction. • Upon retirement, the retiree benefit premiums must be paid prior to the month of coverage.
Voluntary Term Life	• Full-time employees may purchase additional voluntary life insurance for themselves and their dependents during the above-mentioned enrollment periods. If not selected during initial new-hire enrollment, or if there is a gap in coverage, Evidence of Insurability will be required by the insurance carrier at enrollment, and coverage will be dependent upon carrier approval.	
Short Term Long Term Disability (STD/LTD)	• Full-time employees may select STD/LTD during the above-mentioned enrollment periods. If not selected during initial new-hire enrollment, or if there is a gap in coverage, Evidence of Insurability will be required by the insurance carrier at enrollment, and coverage will be dependent upon carrier approval.	
Flex Spending Account (FSA) Health & Dependent Care	• Full-time employees may elect FSA during the above-mentioned enrollment periods. Maximums may apply.	• If an employee is on leave without pay, for any reason, the employee is responsible for the elected benefit deduction to be paid within the same elected tax plan year as the elected benefit. • Upon return from leave, benefit deductions will be recalculated based upon the number of the remaining pay periods within the tax year. • If contributions are unpaid, benefits may be terminated back to the last date of the pay period in which premiums are paid.
Health Spending Account (HSA)	• May only be elected in conjunction with enrollment in the High Deductible Health Plan. • Full-time employees may elect HSA during the above-mentioned enrollment periods. • Maximums may apply.	• Contributions may be made by both the County and the employee. See the benefit guide for details.
Group Term Life	• Full-time employees receive group life insurance for themselves and covered spouse/children at no cost. • Dependents must be added by employee at time of enrollment.	• Premiums paid by employer regardless of active employee status.
Voluntary Supplemental Benefits	• Full-time employees may purchase these additional offerings during the above-mentioned enrollment periods • Evidence of Insurability may be required. Coverage is dependent upon carrier approval.	• If an employee is on leave without pay, premiums must be paid directly to vendors to avoid cancellation. • Once the employee returns to work, premiums will be deducted from paycheck as previously scheduled
Employee Assistance Program (EAP)	• EAP is provided to all full-time and part-time employees and offers 24/7/365 access to short-term counseling, WorkLife services, legal and financial consultations, ID theft and fraud resolution, wellness tools, and much more.	• EAP is provided at no cost to all full-time and part-time employees regardless of enrollment status in medical benefits. • EAP extends to household members.

		• The benefit waiting period does not apply to EAP, which is available on start date.
Retirement	• Williamson County has a very generous retirement plan which all full-time and part-time employees are required to contribute to every pay period.	• See additional information on TCDRS in the Employment section. • Visit TCDRS at www.tcdrs.org

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Expenditure Guidelines

Type	Policy
General Travel Information	• An advance will not be issued for travel expenditures. • All travel expenses must be supported with an itemized receipt. • All purchases for airfare, hotels, car rentals, and expense reimbursements require back-up documentation indicating the business purpose of the expense. Acceptable documentation must contain the dates, location, and purpose of the trip, which could include the following: training/meeting agenda, certificate of completion, conference registration, etc. • Reimbursement for transportation costs will be at the most reasonable means of transport, such as purchasing Southwest Airlines tickets at the Wanna Get Away rate. • Reasonable tips, not to exceed 20%, are allowed for alternate means of transportation, such as taxis, shuttles, and Uber rides. • Additional expenses associated with the extended travel (such as a Saturday night stay) may be reimbursed when the cost of airfare would be less than the cost of additional expenses (lodging, meals). Documentation is required to justify the expense. • The use of travel websites such as Expedia, Priceline, Travelocity, etc., are prohibited as these expenses and taxes are not itemized, and generally do not have cancellation policies. Rental cars may be an exception if an itemized receipt is available. Colwick Travel is available for booking airfare, and there is an account setup for the County. • Cancellation fees and unused travel expenses are not reimbursable unless due to a business-related reason, or a personal emergency as approved by the County Auditor. Documentation for the change must be submitted for consideration. These include fees related to changing or canceling a flight, cancelation fees related to lodging, or unused travel arrangements. • Personal purchases using a p-card are not allowed. If a charge is made on a p-card for a non-reimbursable expense or a personal purchase (by mistake), employees must send a check made payable to Williamson County-to the Treasurer's Office, along with a completed revenue report. A copy of this revenue report should also be included with the p-card statement documentation when submitted to Accounts Payable. • Expense reimbursements & p-card statements both require their own backup documentation (who, what, when, where) as applicable.
Expense Reimbursement	• With the exception of per diem and mileage, all requests for reimbursement require itemized receipts. • Each expense reimbursement must have the employee signature and department head approval. • All expense reimbursements must be received in the Auditor's Office within 60 days of the incurrence of the expense. Any items over the 60 days will be denied reimbursement, unless specifically approved by the County Judge. • Tax for meals, airline tickets, hotel stays, and parking are normally the only taxes that will be reimbursed for purchases. The sales tax exemption form is available on the Auditor's Portal. • Employees are responsible for repayment of inappropriately reimbursed expenses whenever an audit or subsequent review of the travel expense reimbursement documentation finds an employee submitted reimbursement contrary to these guidelines. • Expenses incurred due to an employee or an elected official serving on a board or committee of an association related to County employment will only be reimbursed to the extent that the association does not reimburse. Documentation of the request for reimbursement, will need to be provided from the association along with the association's denial of the request. • The Auditor's Office may request additional documentation for any or all reimbursements. • Reimbursements for business travel require documentation showing the purpose of the trip, the location, the dates, and the person attending. (Who, what, when, and where) • Hotel folios shall be included as backup.

Expenditure Guidelines

Type	Policy
Airfare	• Employees are responsible for excess cost and additional travel expenses resulting from taking an indirect route, an early departure, or a delayed return trip for personal preference or convenience. Supporting documentation showing the fee comparison at the time of reservation must be submitted with the expense. • Airfare must be paid directly to the airline or Colwick Travel, (i.e. no other travel agencies such as Expedia). • Airfare purchased on a personal credit card will be reimbursed after the trip has been completed. • Air travel delays which require an overnight stay may be reimbursed with documentation supporting the delay if the airline has refused to provide complimentary lodging. • The County will not issue reimbursements for tickets purchased with frequent flyer miles. • A maximum of 2 bags will be reimbursed. Excess baggage fees will not be reimbursed. • For out of state travel, the County will reimburse personal auto mileage not to exceed what would have been the applicable airfare (Southwest Wanna Get Away) plus estimated ancillary charges such as airport parking, rental car, etc. • Southwest early bird fees are allowed. Preferred seating fees will not be reimbursed.
Car Rental	• Travelers may rent a car at their destination when it is less expensive than other transportation modes such as taxis, airport shuttles or public transportation. • Cars rented should be economy or mid-sized (luxury vehicle rentals will not be reimbursed). • Renting cars for travel within the County is prohibited unless otherwise approved by the Auditor's Office. • An employee may rent a car to travel to the business destination outside the County, only if the total cost of the rental is less than the mileage reimbursement cost, documentation showing the cost comparison between the rental cost and mileage may be required. • The rental car must be returned with a full tank of gas unless it has been pre-paid. Please use the less expensive option. • Rental cars must be rented from a nationally recognized company (i.e. Hertz, Enterprise, etc.). • The rental agreement and the charge card receipt (if applicable) must be turned in with the expense request. • Insurance purchased when renting a vehicle may also be reimbursed. • The County has a government account with Enterprise, which includes insurance. Contact the Auditor's Office for the account number. It is strictly for business purposes. • A motor vehicle rental tax exemption certificate should be completed and turned in at the time of the rental for all vehicle rentals inside Texas (form located on the Auditor's Portal).
Personal Car Usage	• Any county official or employee who is authorized to use their personal vehicle to travel on official County business may be entitled to receive a reimbursement equal to the standard mileage rate allowed by the IRS. • For changes in work site, mileage is only reimbursed between County offices, it is not reimbursed when initially reporting to an alternate work location or returning home from the alternate work location. • Mileage will be reimbursed based on the most common route, including toll roads (if a detour, note the detour and the additional mileage due to the detour). • For out of state travel, the County will reimburse personal auto mileage not to exceed what would have been the applicable airfare (Southwest Wanna Get Away) plus estimated ancillary charges such as airport parking, rental car, etc. • Reimbursement for mileage is prohibited between place of residence and assigned place of work. • Mileage should be calculated from an employee's regular place of work or residence, whichever is the shorter distance when traveling to a meeting, conference, or seminar. • When more than one employee travels in the same vehicle, only the driver may claim mileage reimbursement. • To be reimbursed for the use of a personal vehicle, travelers must provide the following information on their expense report, per IRS guidelines: date, location traveled to and from, purpose of travel and number of miles traveled. • Airport parking fees are limited to $15 per day (ABIA economy lots are least expensive). • Tolls and parking fees, if reasonable, are reimbursable. Receipts are required for reimbursement of parking fees. If a receipt is not obtainable, then written documentation of the expense must be submitted for reimbursement. • It is the responsibility of the employee to keep track of mileage. • Employees assigned to a County vehicle are not eligible for mileage reimbursement. • Operating and maintenance expenses, as well as other personal expenses (such as parking tickets, traffic violations, car repairs and collision damage) are not reimbursable.

Expenditure Guidelines

<table>
<tr><th>Type</th><th>Policy</th></tr>
<tr><td>Lodging</td><td>

Third party reservation sites are prohibited as these expenses and taxes are not itemized, may include hidden booking fees, and generally do not provide cancellation policies.
Lodging expenses are reimbursed only if travel is beyond a 45-mile radius from the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626.
Government rate or least expensive rate should be requested at all times.
Hotel accommodations require an itemized hotel folio as a receipt.
When lodging is shared by two or more employees, the names of the authorized travelers should be noted on the receipt.
Personal telephone charges, whether local or long distance, are not reimbursable.
Single room rate charge plus any applicable tax is reimbursable, no exceptions.
Valet parking is not allowed when self-park is available and accessible at the hotel, unless safety is a concern.
When placing the reservation, only hotel required deposits may be placed on the p-card. The remainder must be paid at time of check out.

</td></tr>
<tr><td>Meals</td><td>

Meals are reimbursable only for County business trips that are outside the County with the exception of:

Commissioners Court meetings that extend beyond 1:00 p.m.
Off-site staff development opportunities that are held within the County.

Meal reimbursements are limited as follows:

<table>
<tr><th>Travel Type</th><th>Daily Meal Reimbursement Maximum</th></tr>
<tr><td>Day-trip (work concluded by 8:00 pm)</td><td>$25</td></tr>
<tr><td>Day-trip (work extends beyond 8:00 pm)</td><td>$59</td></tr>
<tr><td>Overnight travel (excluding return travel date, see below)</td><td>$59</td></tr>
<tr><td>• Day of return (travel concluded by 8:00 pm)</td><td>$25</td></tr>
<tr><td>• Day of return (travel extends beyond 8:00 pm)</td><td>$59</td></tr>
</table>

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

</td></tr>
</table>

Expenditure Guidelines

Type	Policy
Continuing Education & Training	• If the County requires an employee to attend a training/certification program directly related to their job description, the County may pay for the full or partial cost of the program including any training materials, exam, or licensing fees. • If the County pays for any portion of the class/training program and other fees, the employee must complete the requirements of the program including passing any exams required or the employee may be required to reimburse the County. • Recertification of any required job-related certifications may be paid for by the County and are limited to two times for each renewal period. • The employee will be responsible for paying any further recertification costs if unsuccessful on the first two attempts and the employee will not be reimbursed. • Employees must have written approval from the Department Head/Elected Official for all second attempts for recertification. • The funds for these items must be available in the departments training budget.
Tuition Reimbursement	• The County may pay for tuition, related to obtaining a degree directly relevant to County business, as defined by the office or department involved, and pre-approved by the County Auditor for full-time employees. • The training course(s) must provide skills and/or knowledge directly related to the job description. • A copy of the job description and the course description must be submitted with the approval request. • The funds for these items must be available in the appropriate department's training budget • If approved, the County will reimburse only the actual number of credits per each course up to a total of 6 credit hours per fiscal year. • After completing the course(s)/testing and achieving a passing grade, per course requirements, employees may apply for reimbursement of 100% tuition or testing fees, not to exceed that which would be payable at a state supported college or university.
Off-Site Staff Development	• Off-site staff development is a period away from normal activities for study and instruction under a professional trainer or a subject matter expert. • Off-site staff development is limited to twice per fiscal year, per department/division. At least one of the off-site trainings must be at a County facility (Conference Room, Park, etc.). • The total cost for off-site staff development should not exceed the normal and/or customary cost for individual employee training expenses and meal reimbursements should not exceed the daily per-diem rate (per employee). • A list of attendees must be submitted for documentation as required by IRS Publication #463 (a sign-in sheet is required). • An agenda must also be submitted with expenses.
Seminars & Conferences	• All training should be obtained at the closest possible location. • If an employee is registered to attend a training opportunity and is subsequently not able to attend, a County substitute should attend in their place, or a refund shall be requested. • Only job-related training will be approved by the department involved. • An employee can request payment directly to the seminar/conference by submitting a check request form to the Accounts Payable department with proper backup documentation, may take up to 20 days for processing. • Employees will not be reimbursed for registration fees until after the conference/training has taken place. • A receipt is required for all fees related to the conference/training.

Expenditure Guidelines

NON-REIMBURSABLE EXPENSES

Type	Examples
Personal Purchases	• Damage to personal items (clothing, vehicle, etc.). • Personal phone calls. • Laundry services or personal clothing. • Personal doctor bills, prescriptions, and other medical services. • Entertainment, movie rentals, saunas, massages, or exercise facilities. • Baby-sitter fees, personal kennel costs, pet or house-sitting fees. • Expenses incurred by a spouse or other individual accompany you on a business trip.
Meals Food Drink	• Coffee, tea, and other related items used by employees while in the office. • Alcoholic beverages/tobacco products. • Drinking water services. • Refreshments for office parties, retirements, etc. (Excludes Employee Fund Allowable Events).
Travel	• Short-term or valet parking at the airport (other than short-term parking related to prison transports). • Airport parking should not exceed $15 per day. Economy B-G lots are long-term parking lots at ABIA and are approved for County employee parking. • Non-Airport Parking: Valet service is not an option unless safety is a concern or self-park is not available. • Mileage to/from County functions not related to official County business (ex: retirement party). • Transportation to places of entertainment or similar personal activities. • Excessive weight baggage fees or cost associated with more than two airline bags. • Upgrades to airfare, hotel or car rental.
Miscellaneous	• Expenses related to County Government Week or holiday decorations. • Flowers/Plants. • Greeting, thank you, or holiday cards. • Fines and/or penalties. • Credit card delinquency or service fees. • Lifetime memberships to any association. • Donations to other entities. • Any items or fees that could be construed as campaigning, i.e., Chamber of Commerce or other civic organization dues, mileage, or meals; fees for parade entry; items with elected officials name (other than letterhead). • Sales tax on goods purchased. • Community outreach items exceeding $2 per item. • Purchases or services directly related to weddings performed by a judge.

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

Expenditure Guidelines

Type	Policy
Uniforms	The relevant elected official will issue uniforms for law enforcement and corrections personnel, subject to policies. Uniforms for all County personnel are subject to the following County–wide policy*: 1. Employees will not be issued a uniform, unless the department head has determined that the wearing of a uniform is a reasonable job requirement. 2. All uniforms will be distinctive and not adaptable for personal use. Items that can be easily converted to everyday use, such as jeans and most footwear are taxable to both the employee and the employer. The employee will be taxed for these types of purchases on their paycheck. 3. The uniform must be worn at all times while on duty, required by management as a condition of employment. The uniform may also be worn while traveling directly to or from a location where the uniform is required or while on an authorized meal or other break. The uniform may not be worn at any other time. 4. All uniforms and other County property must be promptly returned if County employment ends. 5. Employees will not be issued a uniform without written acknowledgment of this policy. 6. Current budgeted funds cannot be expended for uniforms except in compliance with this policy. 7. The department must prove footwear is needed for health and safety reasons, and get approval from the Budget Office prior to the purchase. This approval must be sent with invoice. *The Commissioners Court must approve uniform funding for any official, employee, or reserve deputy.
Other Expenses	• A department may purchase small appliances (i.e. microwaves, refrigerators) for the convenience of their employees. • Only paid receipts will be reimbursed. • For additional details on ineligible expense items refer to the County Budget Order. • If a receipt is unattainable or is lost, a written statement must be submitted for the expense. • Detailed invoices are required for p-card charges. Order confirmations are not acceptable.

Employee Recognition Expenses	• Employee recognition expenses should be nominal in nature and will only be reimbursed up to the amount designated in the Budget Order.
	• Employees can be taxed for these items.
	• In order to avoid an item being taxable, recognition items must clearly identify the purpose. The following purchases will be allowable:
	• Employee Recognition:
	  ○ Plaques, awards or certificates of recognition for service
	  ○ Plaques, awards or certificates of recognition for retirement
	  ○ Plaques, awards or certificates of recognition for exemplary job performance
	• Employee requirements:
	  ○ $60 for employees with up to 15 years of service
	  ○ $120 for employees with more than 15 years of service
	  ○ No reimbursement of sales tax will be allowed.
	  ○ Refer any questions to the Auditor's Office for clarification of purchases in this area prior to incurring expenses.
	  ○ The purchase of gift cards, refreshments, except as indicated in the Budget Order (cakes, drinks, etc.), or meals is not allowable as they are taxable items.

Compensation

Compensation Philosophy

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

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

Salary Study

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

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

Participant	Role and Responsibility	Policy/Process
Commissioners Court	• The Commissioners Court shall set the amount of compensation, office and travel expenses, and all other allowances for County and precinct offices and employees who are paid wholly from the County funds.	• Sec. 152.011, Texas Local Government Code
Human Resources	• Maintains all official job descriptions. • Works closely with departments/offices to clearly understand structure & how each position fits within the organization. • Identifies positions to be reviewed during the current salary study. • Gathers & analyzes market data. • Provides recommendations to the Commissioners Court.	• The position classifications that have been identified for the study will be presented to Commissioners Court. • Kick-off & other meetings as necessary will occur between HR & participating departments/offices throughout the salary study. • Job descriptions & job analysis tools will be reviewed and/or updated prior to data collection. • Requests will be sent to the identified market entities (see Market below). • Data received will be analyzed & compiled. • Pre-recommendation meetings will occur between HR & department/offices. • Recommendations will be presented to Commissioners Court. • Post-recommendation hearings will be scheduled for departments/offices that wish to address Commissioners Court. • Job descriptions will be finalized. • All changes will be effective in the new fiscal year following Commissioners Court approval.
Departments / Offices	• Each department/office will select a designated point of contact. • Works closely with HR to ensure that the organization structure and positions are fully understood.	• Attends meetings throughout the process. • Completes job analysis tools as needed.
Market (Based on population, entity structure and/or geographic location)	• Provides substantiated market data for the identified positions.	Counties used for the study will be: Bell, Brazoria, Hays, Montgomery, Fort Bend, Denton, Collin & Travis Cities used for the study will be: Cedar Park, Georgetown & Round Rock For L Chart only: Cities used will be: Georgetown, Cedar Park, Round Rock, Leander, and Hutto.

		For C Chart only: Counties used will be: Hays, Travis, and Burnet. *This list may be amended as needed based on unique attributes of some position classifications

Salary Study Findings

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

Recommendation	Policy/Process
Title Change	• A title change may be recommended when it is determined that a new title would better reflect the required job duties, responsibilities and/or market standards. • Some job titles are unique and therefore can only exist in the departments/offices that manage the services of those position types (example: the position title "Corrections Officer" can only exist within the Sheriff's Office).
Pay Grade Increase	• Pay grade increases may be recommended when the salary study data indicates that the current minimum salary is below market median. • Employees moving up in pay grade will be adjusted to the minimum of the new grade, if current salary is a lesser amount.
Pay Grade Decrease	• Pay grade decreases may be recommended when the salary study data indicates that the current minimum salary is above market median. • An employee with a current salary that is above the new pay grade maximum will not receive a reduction in pay, however, merit eligible positions will be limited to a lump-sum merit.
FLSA Exemption Status	• Fair Labor Standards Act (FLSA) exemption status will be updated when it is determined that the position is currently misclassified, as required by law. • The update will occur at the beginning of the next pay period following the determination for any position that must be changed from exempt to non-exempt and as determined most appropriate for a change from non-exempt to exempt. • Compensatory time will be paid at the time of the update for positions changing status from non-exempt to exempt.

Compensation

Pay Frequency and Work Week

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

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

Payroll Corrections

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

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

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

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

Pay Schedules (Pay Charts)

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

Timeline for Compensation Changes

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

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

Compensation

Court Reporters

Employment Status

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

Work Hours

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

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

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

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

- Transcripts Prepared During Working Hours
  Transcripts prepared for the public entities and persons listed above as a part of the Court Reporter's daily or assigned duties during work hours shall be paid their salary wages for all hours worked, but no additional pay per page of transcripts prepared at work.
- Transcripts Prepared Outside of Hours Worked
  Transcripts prepared for the public entities and persons listed above, by the Court Reporter on his or her own time and outside of any other work for the Court (i.e. attending, recording and reading back court proceedings), shall be paid the maximum established per page rate for transcripts established by the Court, or State, as may be applicable, for such transcripts prepared by the Court Reporter. Time spent preparing transcripts for these parties outside of work, on the Court Reporter's own time, is not considered time worked and no salary wages or overtime will be paid in relation to this time.
- Private Paid Transcripts
  Private paid transcripts are ordered by third parties such as attorneys, media, etc. Preparation of transcripts, including any portion thereof, for private paid clients cannot be conducted during the normal work hours or utilizing County equipment, office space or supplies. This is an independent contractor relationship between the Court Reporter and the third-party client, and the production of the transcript must be performed outside of hours the Court Reporter performs work for the Court. The fees and collection of payment for these transcripts shall be freely negotiated between the Court Reporter and the third party client, and are not set by the judge who presided over the proceedings.

Compensation

Salary and Position Changes

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

Salary/Position Changes

Type	Description/Policy	Pay +	Pay –	Approval Process	Additional Information
Merit	• Merit funding can only be used for performance pay increases. • Merit is awarded based on job performance which is evaluated by the applicable department head or elected official. Therefore, an employee must receive a performance evaluation in order to be eligible for a merit increase. • An employee is eligible for merit after 90 days in their current ~~position~~Position Control Number (PCN).	Max of 7% per employee, per budget year* authorized as a merit percentage amount and added to their annual salary. If an employee reaches the maximum of their grade, a lump sum may be issued.	N/A	• Oracle workflow required. • Each processing period will have a cut-off date. • Employee must have completed 90 days of employment by that date. • A line-item transfer form must be submitted in addition to the workflow. • Merit can only be transferred out of the merit line item. • Merit is not transferrable between positions.	• District Court Reporters, Elected Officials, Director of Juvenile Services, County Auditor, Positions on the LE and C Charts are not eligible for merit increases. • Merit for small departments with 4 or fewer merit-eligible employees who do not roll up to a department with an 8000 account, will be granted merit at 1% higher than the amount approved by the Commissioners Court not to exceed 5%. (i.e. if the Court approves merit at 3%, the small departments will receive 4%) • Verification of evaluation required.
Position Salary Surplus	• Cannot be used for merit increases. • Cannot be requested to be moved between positions ~~after February 15th~~outside of November 1 through February 15.	Refer to filling a vacancy, promotion and/or reclassification policies.	N/A	Refer to filling a vacancy, promotion, and reclassification policies.	Contact HR for additional requirements.
Filling a Vacancy	When a current employee separates from employment or position. Applies to B Chart only.	A vacant position may be filled with a salary up to 15% above the minimum of the pay grade, See promotion for current employees	N/A	Oracle workflow required.	The maximum salary for a position cannot exceed the budgeted annual salary even if the full amount may not be used during the budget year due to the position being vacant for part of the year (i.e. budgeted salary = $30,000, position vacant 6 months = $15,000 not used, when filled the maximum salary cannot exceed $30,000 even though $15,000 is unused).
Retention	An increase in pay that is awarded to an employee, as an incentive to retain them in their current position, when the employee has received a bona-fide job offer from another department or employer or there is a high risk that the employee will be recruited or seek employment for a similar position with another employer or department with a higher salary.	Maximum of 10% above the current salary*.	N/A	• Approval by Commissioners Court; public hearing required if additional funding is needed. Change will be effective on the first pay period after Court approval. • Oracle workflow required. • Verification required.	Contact HR for additional requirements.
Career Ladder Advancement	A department with an approved career ladder may advance employees according to the parameters established in the career ladder documentation. Must be approved during the annual budget process, or between November 1 and February 15.	• Based on the steps in the chart or career ladder approved by Commissioners Court. • No additional funding is allocated for career ladders. Surplus salary dollars must exist within the departmental budget. • Maximum 10% above current salary.	Based on the steps (when appropriate)	Submission of request through budget software or during Nov 1 - Feb 15 timeline, with backup documentation.	Documentation of each position that will advance along with the approved career ladder plan. Contact the HR department for additional rules.

Compensation

Salary/Position Changes

Type	Description/Policy	Pay +	Pay –	Approval Process	Additional Information
Promotion	• When a current employee is hired into a different position with a higher pay grade. • No additional pay increases in the first 12 months with the exception of merit.	Max 15% above minimum of the pay grade, or 10% above current salary, including overtime average, whichever is greater (Cannot exceed maximum of pay grade or budgeted amount for position)	N/A	• Oracle workflow required. • HR will partner with Payroll and provide an overtime rate.	Promotions and Merit cannot be processed during the same pay period.
Demotion	When a current employee is hired into a position with a lower pay grade or is demoted to a lower pay grade.	N/A	Maximum decrease to the minimum of the new pay grade.	Oracle workflow required.	• Written justification required. • Salary may remain the same if within the new pay grade. • Demotions within 90 days in Position Control Number (PCN) will revert to prior pay rate. • Contact Human Resources for further information.
Lateral Moves	When an employee moves to a new or like position with the same grade.	Can utilize money on new position up to 15% over minimum of the grade or employee's current salary, if higher.	Can utilize money on new position up to 15% over minimum of the grade or employee's current salary, if higher.	Oracle workflow required.	Contact HR for additional requirements.
Shift Transfer	• Current employee is transferred to a different shift with a higher pay grade. • Viewed as lateral move.	Cannot exceed max of pay grade or budgeted amount on the position.	N/A	Oracle workflow required.	
Reclassification	A change in one or more positions which impacts the organization chart of the department or elected office as a result of one of the following: 1. A position conversion is a significant change (defined as 40% or more) to the job description that includes the addition or deletion of significant duties and/or responsibilities. Will include title, grade, and/or FLSA status change. If the conversion results in a position change that is not consistent with the original intent of the position, it will be reviewed by the Budget Office. 2. A minor reclassification (less than 40%) cannot occur outside of the Salary Study process, with the exception of changes that are due to turnover in a key position (elected/appointed official, department head or director) or a change to FLSA status as determined by HR. 3. Submission of reclassification request through the budget software or HR Sharepoint, as determined by the type of request with back-up documentation. A position can only be reviewed for reclassifications during the annual budget, or between November 1st and February 15th.	Civilian positions: Minimum of the pay grade or up to 10% above current salary as determined appropriate during the approval process. L and C chart: Minimum of the pay grade or up to same step of current employee's tenure if slot is filled.	Maximum decrease to the minimum of the new pay grade.	Human Resources will review all reclassification requests and recommended changes will be placed on the Commissioners Court agenda for approval. *May require a public hearing	Support documentation required: • Current job description(s), current ORG chart, proposed job description, proposed ORG chart and justification for review (i.e. turnover, added duties, etc.).

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

Compensation

County Longevity Pay

(Excludes Sheriff's Office Commissioned Deputies – Law Enforcement and Corrections)
County longevity pay is based on an individual employee's length of service with Williamson County. Service time with other entities is not recognized.

- County longevity is paid biweekly and begins with the pay period following the completion of five years of employment.

- Full-time employees will accrue the following per pay period:
  $24.00 per pay period after five years of employment
  $48.00 per pay period after ten years of employment
  $72.00 per pay period after fifteen years of employment
  $96.00 per pay period after twenty years of employment
  $120.00 per pay period after twenty-five years of employment

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

Statutory Longevity Pay

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

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

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

Tenure Pay Scale Compensation Policies

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

Compensation

Tenure Salary/Position Changes

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

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

Compensation

Tenure Salary/Position Changes

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

Type	Policy	Pay + Pay –	Approval Process	Additional Documentation
Certification Pay	Certification pay will be paid to non-elected commissioned peace officers and eligible corrections officer (County Jail) who hold a full-time active-duty position in a law enforcement or corrections capacity with the County. Payment for an entire fiscal year beginning on October 1st will be based on the level of certification held as of September 15th of the preceding fiscal year. For new hires, certification pay will be paid based on certification level at the date of hire. This pay must be added into the regular rate of pay when calculating overtime. Certification pay does not transfer with an individual employee who leaves a corrections officer position to accept a law enforcement position, nor does it transfer with an individual employee who leaves a law enforcement position to accept a corrections officer position except when the corrections officer position is that of a Bailiff.	• Law enforcement officers--$60 per month for Advanced Certification; $90 per month for Masters Certification. This pay must be added into the regular rate of pay when calculating overtime. • Corrections officers--$60 per month for Advanced Certification; $90 per month for Masters Certification. This pay must be added into the regular rate of pay when calculating overtime. • Certification pay may move with the employee to accommodate promotions/ position changes within the department.	Oracle workflow required	Must submit a TCOLE document to the Human Resources Department. Funding must be available.
Filling a Vacancy	All personnel newly hired from outside Williamson County for positions subject to tenure chart at the first pay increment for the position for which they are hired, unless they qualify for a prior service credit.	Credits for Prior Service may apply. See Prior Service Credit.	Oracle workflow required	Must submit a TCOLE document to the Human Resources Department. Funding must be available.
Prior Service Credit	Qualified law enforcement applicants and current officers can receive prior service credit.	• Maximum amount for external hire is current funding on vacant position. • Prior service credit is only granted at original date of hire or when an existing employee receives a promotion.	TCOLE service verification must be submitted.	TCOLE Service Verification required.
Transfer from Law Enforcement to Corrections	Law enforcement officers who transfer from the law enforcement division to the corrections division will be placed at the pay increment corresponding to their time of continuous tenured service (with no break of more than 90 days in both corrections and law enforcement with Williamson County, if the proper Corrections certification is obtained.)			

Employee Responsibilities

Personal Conduct

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

Employee Responsibilities

Personal Conduct

Type	Policy
Sexual Harassment	Sexual harassment is prohibited and is an unlawful employment practice in violation of Title VII of the Civil Rights Act of 1964. Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when: • Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment. • Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or such conduct has the purpose or effect of unreasonably interfering with an individual's performance or creating an intimidating, hostile, or offensive work environment. • Off duty actions may constitute sexual harassment. Examples of sexual harassment: • Unwelcome sexual advances, propositions, sexual comments or suggestive or lewd remarks. • Physical assaults or other physical conduct of a sexual nature, including unwanted hugs or touches. • Sexual displays or publications anywhere in the workplace, including derogatory or pornographic posters, pictures or drawings. Other prohibited harassment: • Any unwelcome verbal or physical conduct that belittles, shows hostility, or ridicules an individual because of race, color, gender, religion, national origin, disability, age or sexual orientation when such conduct is so severe or pervasive that it unreasonably interferes with an individual's work performance and creates an intimidating, hostile or offensive work environment. *Each official, department head, supervisor, and employee has the responsibility to maintain a work environment free of such harassment and to report or file a complaint as soon as possible. Officials and employees involved in a sexual harassment situation are required to cooperate in any investigation that occurs.* Employees who believe they have been sexually harassed should report their complaint immediately. Verbally inform one of these individuals: • Their supervisor • The next level of management above their supervisor • The Human Resources Department <u>Reporting</u>: All complaints received by any elected official, department head, or supervisor must be immediately reported to Human Resources. Violations may result in disciplinary action up to and including termination of employment. All complaints will be investigated. <u>Disciplinary Measures</u>: Where an investigation reveals that allegations of unwelcome harassment are true, appropriate remedial action, including discipline, will be taken. All disciplinary measures will be implemented promptly and shall be commensurate with the person's conduct. The remedies vary depending on the entire facts and circumstances found by the investigation.
Arrest/Criminal Conviction	Employees are required to report arrests, convictions and changes in the status of any criminal proceedings immediately to their supervisor and department head or elected official. Failure to notify the appropriate authority may result in immediate termination.

Employee Responsibilities

Personal Conduct

Type	Policy
Political Activity	Employees are encouraged to vote and to exercise other responsibilities of citizenship consistent with state and federal law and these policies. Employees are not required to contribute to any political fund or render any political service to any person or party. Employees will not be dismissed, suspended, demoted, or otherwise prejudiced for refusing to do so. Employees may not: • Use official authority or influence to interfere with, or affect the result of, an election or nomination for office. • Directly or indirectly coerce, attempt to coerce, command, or advise a local or state officer (or employee) to pay, lend, or contribute anything of value to a party, committee, organization, agency, or person for a political purpose. County employees, except elected officials, may not participate in political activities while on County duty. Employees are expected to remove County uniforms and identification, including rank and/or title, before participating in a political activity. In addition, no County-owned property, vehicle, building, and/or office may be used for displaying campaign materials or for conducting any partisan political activity. This section does not apply to the use of the Courthouse, Courthouse grounds or County buildings when used for the purpose of political announcements approved by Commissioners Court.
Solicitation	Persons not employed by Williamson County may not solicit or distribute literature in the workplace at any time for any purpose. Williamson County recognizes that employees may have interests in events and organizations outside the workplace; however, may not solicit or distribute literature concerning these activities during working time. (Working time does not include lunch breaks, or any other periods in which employees are not on duty.) In addition, the posting of written solicitations is limited to County bulletin boards. An employee should check with the department head or elected official for approval. Solicitations using electronic systems, including County email, are prohibited and subject to the Electronic Systems Use Policy.
Retaliation	If an employee reports a violation of the law to an appropriate law enforcement authority, they cannot be suspended, terminated, or otherwise discriminated against by the County or an Elected Official. This policy prohibits retaliation against public employees who report official wrongdoing including sexual harassment.
Attendance	Employees are expected to be at work, on time and to complete their scheduled shifts. Employees that miss three consecutive shifts without notification will be separated from employment and considered to have resigned without notice.
Gifts/Gratuities	The Texas Penal Code Section 1.07(a)(41) and Texas Penal Code 36 include specific definitions and details regarding gifts, gratuities and bribery for public servants. A public servant means a person elected, selected, appointed, employed, or otherwise designated as one of the following (even if they have not yet qualified for office or assumed duties): • An officer, employee, or agent of government. • A juror or grand juror. • An arbitrator, referee, or other person who is authorized by law or private written agreement to hear or determine a cause or controversy. • An attorney at law or notary public when participating in the performance of a government function. • A candidate for nomination or election to public office. • A person who is performing a governmental function under a claim of right, although they are not legally qualified to do so. It is the responsibility of the employee, officer or agent of the government to read and understand all aspects of the Texas Penal Code Section 1.07 and Texas Penal Code 36 that relate to gifts, bribery and acceptance of honorarium.
Outside Employment	Outside employment is acceptable, as long as it is outside the hours they are scheduled to work for the County. Also, as long as such employment does not violate state laws concerning abuse of office or employment, interfere with normal duties, and does not constitute a breach of ethics or conflict of interest.

Employee Responsibilities

Discipline

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

- Insubordination
- Conduct unbecoming of a County employee
- Abuse of sick leave
- Conviction of a crime
- Violence in the workplace
- Poor attendance
- Theft
- Falsification of records
- Harassment
- Discrimination
- Retaliation

This list is not all inclusive

Grievance Policy and Procedure

Summary

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

Procedure for Employees in Elected Office Departments

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

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

- Chapter 152, Sec. 152.014 Local Government Code Informal Grievances

Procedures for Employees in Non-Elected Office Departments

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

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

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

Employee Responsibilities

Grievance Policy and Procedure

Formal Grievances

The steps for a formal grievance are as follows:

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

Social Media

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

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

DOT Regulated Drug & Alcohol Testing

Introduction

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

Policy Statement

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

Designated Employee Representative:

Human Resource Generalist
Servicing the Departments of Infrastructure, Unified Road Systems and Fleet Services.
512-943-1533, humanresources@wilco.org

Definitions

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

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

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

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

DOT Regulated Drug & Alcohol Testing

Prohibited Conduct

Alcohol Concentration

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

On-Duty Use

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

Pre-Duty Use

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

Use following an accident

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

Refusal to Submit a Required Alcohol or Controlled Substance Test

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

Controlled Substance Use

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

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

Controlled Substance Testing

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

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

DOT Regulated Drug & Alcohol Testing

Circumstances for Testing

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

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

DOT Regulated Drug & Alcohol Testing

Testing Procedures

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

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

  All urine specimens are currently analyzed for the following drugs:

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

Testing is conducted using a two-stage process.

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

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

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

DOT Regulated Drug & Alcohol Testing

Refusal to Submit to an Alcohol or Drug Test

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

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

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

Consequences of Alcohol/Drug Misuse and Refusals

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

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

DOT Regulated Drug & Alcohol Testing

Information/Training

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

Employee Assistance Program (EAP)

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

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

For additional policy information contact the Human Resources Department
100 Wilco Way Suite HR101 Georgetown, TX 78626
512-943-1533

Commissioners Court - Regular Session **41.**

Meeting Date: 05/02/2023

5/2/2023 Wellness Updates

Submitted For: Rebecca Clemons **Submitted By:** Shelley Loughrey, Human Resources

Department: Human Resources

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action regarding the Williamson County Wellness Updates.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

5/2/2023 Wellness Updates

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	04/26/2023 08:36 AM
Form Started By: Shelley Loughrey		Started On: 04/25/2023 04:07 PM
Final Approval Date: 04/26/2023		

Williamson County Wellness Updates

05/02/23

Wellness Leaders

- Wellness Leaders are appointed in each department to serve as liaisons between the department and wellness coordinator
- Role is to help engage our employees in our programs, act as a resource, and advocate for departmental needs
- 13 departments represented (4/25/23)

2023 Wellness Actions

- Three Wellness Actions: Health Survey, Wellness Exam and Biometric Form
- Must be completed in Virgin Pulse by COB 12/15/23
- Contact wellness coordinator or wellness leader for more information

Commissioners Court - Regular Session **42.**

Meeting Date: 05/02/2023

Approval of Williamson County FY 2023 Purchasing Manual Revision

Submitted By: Kerstin Hancock, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving FY 2023 revisions to the Purchasing Manual.

Background

Changes from FY 2018 revision include added language such as explaining new Purchasing Origination approval workflow, Competitive Sealed Proposal definition, furniture purchase policy, updated Professional Services section, language related to bidding platform, Co-Op section, Contract Management section, and clarified and simplified content. Department Point of Contact is Joy Simonton and Kerstin Hancock.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Purchasing Manual

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	04/26/2023 11:46 AM
County Judge Exec Asst.	Becky Pruitt	04/26/2023 04:13 PM
Form Started By: Kerstin Hancock		Started On: 04/25/2023 10:37 AM
Final Approval Date: 04/26/2023		

Williamson County
Purchasing Manual

Administered by:
Purchasing Department
May 2023

Preface

The Williamson County Purchasing Manual is designed to be a general guideline for Williamson County officials, employees, and suppliers addressing purchasing requirements and general operating procedures. This guide will benefit those individuals participating in the purchasing process for commodities, services, maintenance, professional services, and construction.

The information provided here follows Williamson County Policies and laws of the State of Texas. All references to Federal, or State of Texas statutes, and Williamson County Policies in this document refer to the statutes and policies as they exist at the time of publication of this Purchasing Manual and may be amended later if necessary.

Please consider this information as your introduction to the essentials needed for purchasing goods and services on behalf of Williamson County. It is intended to reflect current procurement methods and will be updated as new business practices are identified.

This document is not all inclusive and the Purchasing Department keeps more detailed information on procedures designated for internal use. This manual, which was approved by the Williamson County Commissioners Court, is a living document and will be updated yearly as changes arise.

If you have any questions that are not answered here, please visit the Purchasing Department website at: https://wilco365.sharepoint.com/purchasingportal/Pages/PurchasingPortal.aspx

The Purchasing Department may also be reached by email at purchase@wilco.org, via telephone at 512-943-3553 or by visiting our location at 100 Wilco Way, Suite P101, Georgetown, TX

It is the mission of the Purchasing Department to increase value and reduce risks by having Williamson County officials, employees, and suppliers come together to work with a purchasing process that is consistent, fair, transparent, and effective.

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SECTION 1

INTRODUCTION

A. Goals and Objectives of Public Purchasing

It is Williamson County's policy to conduct all purchasing strictly in accordance with the laws of the State of Texas and policies adhering to these laws as approved by the Williamson County Commissioners Court.

Williamson County is dedicated to maintaining a cost-effective purchasing process with good management practices where cooperation from every County Official, Department Head and County employee is of vital importance for the process to be successful.

This includes proper planning and timely submission of purchase requests, so the process can be facilitated smoothly and at the lowest cost possible. Through our processes we strive to serve the County Taxpayers by ensuring fair and equitable treatment of everyone who interacts with the County's procurement process.

In its purchasing practices, Williamson County will consider:

- Price of the product or service.
- Quality and Reliability of the product or service.
- Product or service meets specifications.
- Delivery Terms.
- Vendor Performance.

B. Purchasing Law

It is the policy of Williamson County to fully comply with all purchasing laws enacted by the Texas Legislature. It is the statutory responsibility of the Purchasing Agent to purchase all supplies, materials, and equipment required or used, and contract for repairs to property used by the County. The Purchasing Agent shall supervise all purchases and contracts for Williamson County.

Other responsibilities of the Purchasing Agent include Interlocal and Cooperative Purchasing Agreements, Disposition of Surplus and Salvaged Property, and Asset inventory reporting in collaboration with the Williamson County Auditor's Office.

Following is a list of Purchasing Statutes the County adheres to. This list is not an all-inclusive list:

- Texas Local Government Code:
  - County Purchasing Act (Chapter 262, subchapter C), Public Property Finance Act (Chapter 271, subchapter B), State Contract (sec. 262.002, and Chapter 271, subchapter D).

- Texas Government Code:
  - Interlocal Cooperation Contracts (Texas Government Code, Chapter 791), Payment for Goods and Services (Texas Government Code, Chapter 2251), Contracts with Governmental Entities, Non-Residential Bidders (Texas Government Code, Chapter 2252), Public Works Performance and Payment Bonds (Texas Government Code, Chapter 2253), Professional Services Procurement Act (Texas Government Code, Chapter 2254, subchapter A), Prevailing Wage Rate for Construction of Public Works (Texas Government Code, Chapter 2258), Contracting and Delivery Procedures for Construction Projects (Texas Government Code, Chapter 2269);
- Texas Council on Purchasing from People with Disabilities (Texas Human Resource Code, Chapter 122).
- Sales tax exemption for governmental entities (Texas Tax Code, section 151.309).
- Workers' Compensation Compliance (Workers' Compensation Rule 110.110).
- Uniform Electronic Transaction Act (Texas Business & Commercial Code, Chapter 322).

C. Definitions

ADVERTISEMENT or ADVERTISE - A public notice put in a newspaper of general circulation containing information about an Invitation for Bid, Request For Proposal, or Request for Qualifications as specified in TEX. LOC. GOV'T CODE ANN., §262.025.

ADDENDUM - A document used to change the specifications, terms and/or conditions of an event.

AMENDMENT - A change or addition to a legal or statutory document.

ANNUAL TERM CONTRACT - A recurring contract for goods or services, usually in effect on a 12-month basis.

AUDITOR - Williamson County Auditor and their designated representatives.

BEST VALUE - A method of evaluating price that includes an evaluation based on the total life cycle cost of the item or service. Best value is the lowest and best overall life cycle cost proposal taking into consideration numerous factors depending on what is being procured.

BID BONDS - A deposit required of bidders to protect the County if a low bidder withdraws its bid or fails to enter into a contract.

BIDDER - A vendor that submits a bid, including anyone who acts on behalf of the vendor that submits a bid, such as agents, employees, and representatives.

BIDDERS LIST - An automated list of suppliers who have registered through Williamson County's Supplier Portal or State of Texas solicitation platforms indicating an interest in submitting bids for particular categories of goods and services.

BONFIRE - Used to set up, maintain, and analyze solicitation events. It is a system for requesting bids, quotes, awarding events, developing bid lists, and maintaining the supplier portal as well as contract document repository, vendor performance management tool.

CHANGE ORDER - A construction contract document that changes the contract by increasing or decreasing the cost or the time for performance or changes the goods or services to be delivered.

COMMISSIONERS COURT - Williamson County Commissioners Court.

COMMODITY CODES - A means of classifying goods and services with a unique number assigned to each description.

COMPETITIVE BIDDING - Allowing available suppliers to compete to provide goods and/or services.

COMPETITIVE PROPOSAL PROCESS - Available suppliers compete to provide goods and services in compliance with TEX. LOC. GOV'T CODE ANN., §262.030.

COMPONENT PURCHASES - Purchasing a series of component parts of goods that normally would have been purchased as a whole.

CONTRACT - A formal, written agreement executed by the County and a vendor containing the terms and conditions under which goods or services are to be furnished to the County and the County's authorized representative commits County funds.

CONTRACT MANAGEMENT - Contract Management is used to process the creation and management of contacts based on items or services purchased over the lifetime of a contract.

CONTRACTOR - A supplier, which has been awarded a contract by Williamson County.

COUNTY - Williamson County.

CYCLE TIME - The time between when a purchase requisition is assigned to a buyer for action and when an actual purchase order is placed with a vendor. Cycle time does not include the time required for delivery, or the time it takes for the Purchasing Department to make corrections to the requisition.

EMERGENCY PURCHASE - A purchase that is needed because of an emergency condition as described in TEX. LOC. GOV'T CODE ANN., §262.024(a) (1).

EMPLOYEE - Any County, district or precinct elected official, appointed official, or employee when the purchase will be funded even partially with County funds or anyone who acts on behalf of any of these persons.

END-USER DEPARTMENT - The department that ultimately uses the finished goods or services when the purchase or construction is completed.

EVENT- An electronic document (solicitation), such as an invitation for bid (IFB), request for Quick Quotes or Simple Bids ((QQ), request for proposal (RFP) or request for qualifications (RFQ), issued by the Purchasing Department. The document contains terms and conditions for a contract and it requests (solicits) a bid or proposal for goods or services needed by the County.

FORMAL COMPETITIVE BIDDING - The bidding process ($50,000 and above) specified in TEX. LOC. GOV'T CODE ANN., §262.023 which requires approval by the Commissioners Court.

GOODS - Includes any personal property to be purchased by the County, including equipment, supplies, material and component or repair parts.

INVITATION FOR BID or IFB - Specifications and bidding documents requesting pricing for a specified good or service, which has been advertised for bid in a newspaper.

ITEM – Any service, equipment, good, or other tangible or intangible personal property, including insurance and high technology items. This does not include professional services as defined by Texas Government Code, Section 2254.002.

LEASE - A contract for the use of personal property for a period of time in return for a specified compensation.

LOWEST RESPONSIBLE BID - The offer from the responsible bidder who submits the lowest and best bid meeting all requirements of the specifications, terms, and conditions of the invitation for bid. The lowest responsible bid includes any related costs to the County in a total cost concept. The term "responsible" refers to the financial and practical ability of the bidder to perform the contract and takes the vendor's past performance into consideration.

MODIFICATION - A document used to change the terms and/or conditions of a contract.

MULTI-YEAR CONTRACT – A Contract established for multiple 12-month terms.

NEGOTIATION - A consensual bargaining process in which the County and vendors attempt to reach an agreement on differences in desired contract provisions or a potentially disputed matter for the purposes of reaching an understanding.

OFFICIAL - Any elected or appointed official and any person authorized to act on their behalf.

ORACLE - Williamson County's Financial Management System, which includes the Purchasing module.

PAYMENT BOND – A surety bond executed in connection with a contract that secures the payment requirement of a Contractor.

PRE-SOLICITATION CONFERENCE – A conference conducted by the Purchasing Department for the benefit of those wishing to submit a bid or proposal for goods or services required by the County. The conference is held to allow bidders/proposers to ask questions about the proposed contract and particularly the contract specifications.

PERFORMANCE BOND – A surety bond that provides assurance of a Contractor's performance of a certain contract.

PROFESSIONAL SERVICES – A service directly related to professional practices including those services within the scope of the practice of accounting; architecture; optometry; medicine; land surveying; and professional engineering (as defined per Texas Government Code 2254).

PROPRIETARY INFORMATION – Information in bids or proposals to which Vendor/ Suppliers claim ownership or exclusive rights and which is protected from disclosure in the Texas Open Records Act (TEX. LOC. GOV'T CODE ANN., chapter 552).

PUBLIC WORKS – Constructing, altering, or repairing a public building or carrying out or completing any public work.

PURCHASE ORDER – An order by the Purchasing Department for the purchase of goods and services on the County's standard Purchase Order and which, when accepted by the vendor without qualification becomes a contract. The vendor agrees to deliver and invoice for goods or services specified, and the County commits to accept the goods or services for an agreed upon price.

PURCHASING – The act, function, and responsibility for the acquisition of goods and services including construction and professional/personal services.

PURCHASING ACT – Chapter 262, subchapter C of the Texas Local Government Code, which governs the conduct of purchasing activity for counties.

PURCHASING AGENT -The purchasing agent appointed by and reporting to the Commissioners Court.

PROCUREMENT CARD (P-CARD) – A type of credit card used for smaller purchases to achieve greater cost efficiency, control, and convenience.

PROCUREMENT CARD HOLDER – County personnel who have been issued P-cards and who are authorized to make purchases in accordance with purchasing card procedures.

PROCUREMENT CARD PROGRAM ADMINISTRATOR – Located in the County Purchasing Department and is responsible for processing Cardholder applications and agreements, issuing P-Cards, providing training to Cardholders, assisting Cardholders with inquires, monitoring P-Card usage, and revoking Cardholder privileges when necessary.

PURCHASING DEPARTMENT – Williamson County Purchasing Agent and staff.

PURCHASING LAWS – The laws that govern County purchasing.

PURCHASING ORIGINATION APPLICATION: Purchasing approval workflow implemented in SharePoint to capture approvals beyond Oracle Requisitions and Purchase Orders.

REQUEST FOR INFORMATION (RFI) – A general request to contractors for information for a potential future solicitation which is used as a research and information gathering tool for preparation of specifications and requirements. Must be issued by the Purchasing Department.

REQUEST FOR PROPOSAL (RFP) – A document requesting an offer be made by a vendor, which allows for negotiations after a proposal has been received, but before award of the contract for goods and services procured in compliance with TEX. LOC. GOV'T CODE ANN., section §262.0295 or §262.030.

REQUEST FOR COMPETITIVE SEALED PROPOSAL (RFCSP) - A document requesting an offer be made by a vendor, for the construction, rehabilitation, alteration or repair of a facility which allows for negotiations after a proposal has been received, but before award of the contract for said construction services procured in compliance with TEX. GOV'T CODE, section §2269.151 SUPCHAPTER D.

REQUEST FOR QUALIFICATIONS (RFQ) - A document that requests details about the qualifications of professionals whose services must be obtained in compliance with the Professional Services Procurement Act and Texas Government Code, Chapter 2269.

REQUISITION - A request by a department to the Purchasing Department which authorizes the Purchasing Department to issue a Purchase Order and enter into a contract with a vendor to purchase goods or services for the County and the Auditor to charge the appropriate department budget. This automated form is for internal use and cannot be used by a department to order materials directly from a vendor.

RESPONSIVE - A vendor who has complied with all material aspects of the solicitation document, including submission of all required documents.

RESPONSIBLE - A vendor who has the capability to perform fully and deliver in accordance with the contract requirements based on consideration of past performance, financial capabilities, and business management.

REVERSE AUCTION - A method for procurement in which the roles of the buyer and the seller are reversed to drive purchase prices down.

SEALED BIDS - Competitive bids required to be advertised in a newspaper and submitted to the Purchasing Department in a sealed envelope or electronically via encrypted method.

SEPARATE PURCHASES - Purchases made in a series of separate purchases, goods and services that in normal purchasing practices would have been purchased in one purchase.

SEQUENTIAL PURCHASES - Purchases made over a period of time that in normal purchasing practices would be made as one purchase.

SERVICES - Includes all work or labor performed for the County on an independent contractor basis, including maintenance, construction, manual, clerical, personal or professional services.

SINGLE PURCHASE LIMIT - A dollar amount placed on P-Cards per transaction as established by the User Department Head and identified in this Manual.

SOLE SOURCE GOOD OR SERVICE - A good or service that can be obtained from only one source that is purchased in compliance with TEX. LOC. GOV'T CODE ANN., section §262.024 (a)(7) and (c).

SOLICITATION - A document (such as an IFB, RFP, RFQ, RFI) or Reverse Auction issued by the Purchasing Department that contains terms and conditions for a contract to solicit a response from vendors to provide goods or services needed by the County.

SPECIFICATIONS - A concise description of a good or service that an entity seeks to buy and the requirements the vendor must meet to be considered for the award. A specification may include requirements for testing, inspection, or preparing any item for delivery, or preparing or installing it for use. The specification is the total description of the item to be purchased.

SUPPLIER - A business entity or individual that seeks a contract to provide goods or services to the County.

USER DEPARTMENT - All County and precinct offices and subdivisions, as well as district offices when the purchases are funded even partially with County funds; the department from whose budget the contract will be paid.

VENDOR - A business entity or individual that has a contract to provide goods or services to the County.

D. General Ethical Standards

The Williamson Purchasing Department believes that the following ethical principles must govern the conduct of every person who is involved in the purchase of commodities, services, maintenance, professional services, and construction, on behalf of the Williamson County taxpayers. This code of ethics coincides with the Code of Ethics of the National Institute of Governmental Purchasing which is one of the leading Procurement Associations in North America as well as internationally recognized.

- Personal Gain – It shall be a breach of ethics to attempt to realize personal gain through public employment with Williamson County by any conduct inconsistent with the proper discharge of the employee's duties.

- Influence – It shall be a breach of ethics to attempt to influence any public employee of Williamson County to breach the standards of ethical conduct set forth in this code.

- Conflict of Interest – It shall be a breach of ethics for any employee of Williamson County to participate directly or indirectly in procurement when the employee knows that:

    - The employee or any member of the employee's immediate family has financial interest pertaining to the procurement;
    - A business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement; and
    - Any other person, business, or organization with which the employee or any member of the employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement.

- Gratuities – It shall be a breach of ethics to offer, give or agree to give any employee or former employee of Williamson County, or for any employee or former employee of Williamson County to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rending of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract or to any solicitation or proposal therefore pending before this local government.
- Kickbacks – It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Williamson County, or any person associated therewith, as an inducement for the award of a subcontract or order.
- Contract Clause – The prohibition against gratuities and kickbacks prescribed above shall be conspicuously set forth in every contract and solicitation,

therefore.

- Confidential Information – It shall be a breach of ethics for any employee or former employee of Williamson County knowingly to use confidential information for actual or anticipated personal gain, or for the actual or anticipated gain of any person.

E. Process

Williamson County uses a modified purchasing model where some purchasing responsibilities are delegated to the End-users. Williamson County relies heavily on the End-users' expertise when creating specifications or evaluating goods and services.

Generally, the purchasing process begins with the End-user identifying requirements. Next steps may include issuing a requisition and/or request for IFB/RFP/RFQ (work sheet), contract generation, receipt and payment of goods and services.

For the process to work smoothly, coordination among many County departments and offices is necessary. In most cases, a contract process involves the following parties:

- Budget (works with End-user on including request in departmental budget);
- End-user/Requestor (defines requirements), works with assigned Purchasing Team to determine the appropriate purchasing path;
- Purchasing/Contracts (reviews the resulting contract for compliance with purchasing procedures);
- Legal (reviews the contract for compliance with the Law and Commissioners Court policies);
- Contract Audit (verifies funds are available and reviews for compliance with County Auditor's policies);
- Commissioners Court (approves the contract);
- Auditor/Accounts Payable (processes payment of goods and/or services);
- County Treasurer (issues payment of goods and/or services).

In some cases, review, and approval of the purchase from other departments may be required before a Purchase Order and/or contract can be executed. The Purchasing Department utilizes the SharePoint Origination Platform to obtain the required interdepartmental approvals.

Purchasing Portal (sharepoint.com)

Examples of purchases requiring additional approval are as follows:

- **Technology solutions** such as the following must have IT approval prior to the purchase (note this list is not all inclusive);
    - Computer software & mobile "apps"
    - Web-based or "cloud" services
    - Cellular (data or voice) services

- Internet or other network connectivity services
- Technology-related hardware including but not limited to:
  - Computers (desktops, laptops, tablets)
  - Mobile Devices as defined in the Mobile Device Policy (e.g. tablets, phones, such as cell phones and landline phones, handheld computers)
  - Servers, networking, and storage
  - Network infrastructure (e.g. switches, firewalls)
  - Display devices (TVs, monitors, projectors, etc.)
  - Printers/scanners/fax machines
  - Audio-Visual equipment
  - Camera Systems (fixed, in-vehicles, body-worn)

- **Human Resources-related purchases** such as Counselling, Benefits, services related to employees, software purchases including HR aspects, staffing, risk insurance, day laborers must be approved by Human Resources prior to the purchase;

- **Risk related purchases** such as risk insurance policies.

- **Radio Equipment** must be approved by the Wireless Communications Department prior to the purchase;

- **Vehicles** must be approved by Fleet Services prior to purchase.

- For **Furniture that requires installation and/or connection to electrical outlets** Facilities Management must be informed prior to the purchase

To avoid delays in the process and to ensure compliance with County policy and state law, user departments must enter their requests into the Purchasing Origination Application and should remember the following:

1. **Only utilize purchasing strategies that do not restrict competition such as component purchases, separate purchases, and sequential purchases.** According to Texas Local Government Code §262.034(a), a County officer or employee **who intentionally or knowingly makes or authorizes separate, sequential, or component purchases to avoid the competitive bidding requirements** of Section §262.023 is committing a Class B misdemeanor. A Class B misdemeanor is punishable by fine up to $2,000, up to 180 days in jail, or both.
2. Only engage in activities and behaviors that do not create a conflict of interest or the perception of a conflict of interest.
3. **Only commit to purchasing goods or services after the Purchasing Department issues an authorized Purchase Order.** The general rule is that a Purchase Order is required for most purchases $5,000 and over prior to a purchase being made. Details are noted in Section 4.C of this manual.
4. **Ensure funding is available before submitting a requisition.** The law does not allow expenditures that exceed budgets. The Purchasing Department will not process requisitions for which adequate funding is not available.
5. **Plan purchases to minimize the use of emergency and expedited purchases.**

Rush purchases are generally more expensive, and they delay other requisitions already in the system. Vendors may attempt to charge premium prices for goods and services when there is insufficient time allowed to explore alternatives. Departments and Offices are encouraged to forecast their procurement needs and services at the beginning of each fiscal year.

6. **Ensure that purchasing policies and procedures are understood before ordering.** Departments must assure that all employees responsible for making department purchase requests have read and understand the purchasing procedures in this Manual. Departments should also ensure that End-users attend annual training provided by the Purchasing Department.
7. **Receipt of goods and services.** Since the County does not have centralized receiving, each department is responsible for individually receiving goods and services.
8. **Vendor Performance Reporting**. Departments should inform the Purchasing Contracts Team for vendor performance issues such as shortages, late delivery, or damaged merchandise. End-users are also encouraged to enter vendor performance issues, into the County's vendor performance reporting system for documentation in the file. The vendor performance reporting system is located on the internal Purchasing Department SharePoint site at:

   Unsatisfactory Vendor Performance Report: New (sharepoint.com)

SECTION 2

PROCUREMENT PLANNING

A. Purpose

It is important that enough time is allowed for a purchasing request to allow for proper planning and identification of needs in advance to the submission of a purchase requisition. This is so the best goods and services possible can be obtained at competitive pricing through fair and open competition. As soon as the need arises, the End-user department should clearly identify the requirements of the goods and/or services needed, quantity of the goods and/or services as well as the time frame in which they are needed. Besides developing the specifications, the End-user, together with the Purchasing Department, should create a timeline to schedule various tasks to facilitate the purchasing process. An unrealistic timeline may cause a restriction in competition causing potential price increases.

B. Timelines

An essential element of proper planning is to consider the "Administrative Lead Time" required when processing a competitive procurement. Administrative Lead Time is defined as the period of time from initiation of the requirement by the user to issuance of an award. For competitive sealed bidding or competitive negotiation (those greater than $50,000), the minimum time required to prepare, solicit, evaluate, and make an award is 8 to 12 weeks depending on the complexity of the procurement. **Please remember that this period should be included in your planning.**

SECTION 3

SPECIFICATIONS

A. Definition

A specification is a document which provides vendors with clear and precise requirements and criteria of the minimum standard acceptable for goods or services they must meet to be considered for award. A specification may include requirements for testing, inspection or preparing an item for delivery, or preparing or installing it for use.

Specifications also provide purchasing personnel with a clear guideline of what product or service the End-user intends to procure so vendors can be provided with firm criteria of minimum product or service acceptability. Since the Williamson County Purchasing Department is not centralized, it is the End-user's responsibility to identify the requirements to create an effective specification document. As a result, a good specification should:

- Set the minimum acceptability of the goods or service. Too high a standard could mean wasted tax dollars. Too low a standard, and the good or service may not meet the expectations of the user;
- Promote competitive bidding. Restrictive specifications decrease competition and may lead to increased pricing;
- Include provisions for reasonable tests and inspections for acceptability of the good or service. The methods and timing of testing and inspection must be indicated in the specification. Tests should refer to nationally recognized practices and standards whenever possible;
- Provide fair and impartial award to the lowest qualified bidder or best value proposal.

While specifications may be prepared by the user department or an outside entity, the final authority and control of the specification resides with the Purchasing Department to ensure that the specification is not too restrictive, and that competition is promoted. Material changes to specifications will be coordinated with the user department.

B. Types of Specifications

There are several types of specifications commonly used, depending on the requirement. Specifications may also be a combination of the different types.

- Design Specifications
    - ➢ detailed descriptions of a good or service, including details of construction or production, dimensions, chemical composition, physical properties, materials, ingredients and all other details necessary to produce an item of minimum acceptability;

- usually required for construction projects, custom-produced items and many services.

- Performance Specifications

  - goods and/or services are described in terms or required performance;
  - may include details such as required power, strength of material, test methods, standards of acceptability and recommended practices.

- Combination Specifications

  - Contain elements of both design and performance specifications;
  - Some features of each are included to allow a vendor to use ingenuity to meet the performance needs of Williamson County and to acquire certain necessary design characteristics;
  - Probably most commonly used specification.

- Brand-Name Specifications

  - Lists goods or services by brand name, model and other identifying specifications to limit the bidding to a single preferred product;
  - Should be avoided and be used where ONLY one brand name item will satisfy the County's requirement as this specification discourages competition;
  - Useful for purchase of replacement parts where only the brand name will work.

- Brand-Name or Equal Specifications

  - Similar to Brand-Name specifications except that equal products are acceptable in place of the named brand;
  - Requires approval by County as an equivalent substitute.

- Qualified Products List Specifications

  - Based on a list of products, identified by manufacturer's name and model numbers which are the only acceptable items;
  - Used when quality is a critical factor and testing other products would be too time consuming or expensive.

- Standard Specifications

  - Single specification for one or more goods or services ordered on a recurring basis with the same general purpose;
  - Same specification is used each time an order is placed, or bids are advertised;

- ➢ Examples include office supplies, paper, copy machines;
- ➢ Usually more detailed than one-time specifications.

Prior to writing a specification, it is advisable to obtain an existing specification which can provide ideas and examples for Williamson County's needs. Specifications can be obtained from other governments, professional trade associations, professional purchasing associations and user knowledge.

Specification libraries that are available include:

Texas Comptroller of Public Accounts at:
http://www.window.state.tx.us/procurement/pub/specifications-library/

General Services Administration, Federal Supply Service – Specifications Section found at: www.gsa.gov

Texas Department of Transportation Standard Specification Index located at: http://www.dot.state.tx.us/gsd/purchasing/tssi_alpha.htm

National Institute of Governmental Purchasing (contact the Purchasing Department for assistance as this is available to members only) at: http://www.nigp.org/

An effective specification should be:

- Simple: Avoid unnecessary detail but be complete enough to ensure that requirements will satisfy their intended purpose.
- Clear: Use terminology that is understandable to the department and bidders. Use correct spelling and appropriate sentence structure to eliminate confusion. Avoid legal jargon and acronyms whenever possible.
- Accurate: Use units of measure compatible with industry standards. All quantities and packing requirements should be clearly identified.
- Competitive: Identify at least two commercially available brands, makes, or models (whenever possible) that will satisfy the intended purpose. Avoid un-needed "extras" that could reduce or eliminate competition and increase costs.
- Flexible: Avoid very inflexible specifications, which prevent the acceptance of a bid that could offer greater performance for fewer dollars. Use approximate values such as dimensions, weight, speed, etc. (whenever possible) if they will satisfy the intended purpose. If approximate dimensions are used, it should be within a 10 percent rule of thumb unless otherwise stated in the specifications.

SECTION 4

REQUISITIONS

A. General Information

A requisition is an automated form generated by a Department/Office in the County Oracle System that requests (authorizes) the Purchasing Department to enter into a contract with a vendor to purchase goods or services using the requestor's budget.

Williamson County uses an automated requisitioning system, referred to as Oracle. Based on pre-established budget line items, the user department enters requisitions into Oracle. Adequate budget funds must be available in the departmental line items before the Purchasing Department can purchase the requested goods or services. Manual requisitions and purchase orders are not acceptable.

Requisitions should fully describe to the Purchasing Department what to buy, when it is required, and where the goods are to be delivered or the services to be performed. Different types of information are required depending on the type of goods or service requested.

- Department gathers necessary information to enter requisition into Origination and Oracle with complete, accurate information;
- Department approver approves requisitions. Requisitions over $5,000.00 and/or requisitions charged to certain funds such as projects and grants, technology funds, for example, are automatically routed past the Department approver into a pass-through queue where the requisition is reviewed by the designated buyer for compliance with Purchasing policy and law. This may require additional approval by the Commissioners Court. Once the buyer has completed the review and Commissioners Court approval has been obtained (if applicable), the requestion is routed to the Budget Office, County Judge's Chief of Staff and finally the County Judge for final approval. The County Judge may delegate final approval to his/her Chief of Staff in his absence.
- If at any time during the requisition routing process incorrect or incomplete information is detected by an approver, requisition will be returned to the originator for correction;
- The Purchasing Department verifies requisition for legal compliance with Purchasing law and County policies and creates Purchase Order;
- The Purchasing Department processes Purchase Order, and depending on the amount, may route through an approval workflow (Purchasing staff has different levels of approval depending on position and/or experience);
- The Purchasing Department electronically submits Purchase Order to vendor.

Specific instructions on entering requisitions into Oracle are not covered in this manual. The user department can contact the Purchasing Department for training.

There are three basic types of requisitions for processing: routine, priority (expedited) and emergency.

Routine requisitions: These requisitions are for routine, repetitive, low dollar items and are processed using normal procedures. Purchase orders and contracts are routine types of purchases. Routine requisitions are normally processed within 5-7 business days of arriving in the purchasing queue. Processing time may be extended if incomplete documentation was provided by the End-user and further clarification must be obtained.

Priority (expedited) requisitions: These requisitions are given a degree of precedence over other requisitions.

Emergency requisitions: These are for emergency purchases that meet the definitions outlined in the statute (Texas Local Government Code, §262.024(a) (1)).

Requisition Timeline: Routine requisitions will be processed within 5-7 business days of dropping into the designated Buyer's queue if appropriate documentation is provided and no additional clarification/information and/or verification or approval, such as Co-Op verification and/or Commissioners Court approval, is needed by the Purchasing Department. Priority and Emergency Requisitions will be processed as quickly as possible to receive item(s) and/or service(s) in a timely manner. Processing time may be extended due to requisition complexity or researching the requested item(s) and/or service(s).

Commodity Code(s): Requisitions will be required to identify a "commodity code." Commodity Codes are standard classification codes for products and services used to detail where money is spent within the County. Williamson County utilizes the National Institute of Governmental Purchasing (NIGP) 5-digit commodity code system to track Countywide bidding thresholds.

B. Routine

1. Contract Items

This is a requisition submitted to order contract goods or services from an existing Williamson County contract, Cooperative Purchasing contract or Interlocal Agreement with another agency. Before entering a requisition, the Department must research and identify certain information that must be included in the requisition. Contact the Purchasing Department for information regarding contract item description, pricing, and availability. This information is critical to ensure that the correct item is purchased and that the purchase is legal.

2. Non-Contract Items (Off -contract purchases)

This is a requisition submitted to order goods or services where there is not a previously competitively bid contract, whether through a county bid or purchasing cooperative. The requisition will become a Purchase Order contract specifying the exact terms and conditions. Before entering a requisition, the Department must research and identify certain information that must be included in the requisition. This information is critical to ensure that the correct item is ordered. Prior to issuing

an “off contract” Purchase Order the Purchasing Department must ensure that the commodity code for the expenditure does not exceed the legal bidding threshold. If that is the case, a formal bid process may be required before proceeding.

C. Purchases not requiring a Purchase Order

In most instances, purchases should be made using an on-line requisition; however, there are specific types of purchases where the use of an on-line requisition is not efficient or effective.

Per TLGC 113.90, the County must issue a requisition for materials and supplies prior to the purchase being made. Additionally, it is County Policy that a Purchase Order is required prior to a purchase for all procurement of goods (other than materials and supplies) or services. This is to ensure that commodities can be monitored so the County does not exceed the $50,000 bidding threshold (TLGC 262.023).

Exceptions to the Purchase Order requirement or where a Purchase Order may be entered after the purchase was made, are as follows:

- A Purchase Order is not required for:
    - Purchases on a Procurement Card (see Procurement Card (P-Card) policy);
        - NOTE: Certain services can only be tracked via Purchase Order in Oracle and MUST NOTE be paid via p-card to ensure that the County does not exceed the 50K threshold during a given Fiscal Year (even if they are below $5,000 individually). Additionally, a service agreement may be required to ensure the County is covered from a risk/liability perspective and that the vendor has appropriate insurance coverage. Following is a list of examples, however this is NOT A COMPLETE LIST: Construction Services, Installation Services, Asbestos Abatement Services, Remodeling Services, skilled trade services such as carpenters, masons, plumbers, painters, electricians etc…
    - Postage (except for rental/lease fees for postage machines);
    - Travel and/or Training;
    - Shipping (if not included on Purchase Order);
    - Bonds;
    - Subscriptions/Publications (non-software purchases, to include Internet subscriptions);
    - Notary Fees;
    - Certifications and Memberships;
    - Utilities (i.e. Electricity; Natural Gas; Water; Sewage; Broadband Internet, both fixed-line and mobile; Telephone and Cable Service; etc.);
    - Tort Claims;
    - Health Benefits Payments;
    - Court related Fees;
    - Risk Management Premiums;
    - Appraisal district fees;
    - Indigent Assistance (Rent/Utilities, Court-appointed attorneys, etc.);
    - Licenses and Permits;

- Refunds;
- Employee Reimbursements (Reimbursement Form must be submitted to the Auditor's Office with proper documentation);
- Court-Appointed Attorney Fees and related expenses, Professional Services mandated by the Court, Investigative Services, Psychological Evaluations, Transcription services (to include Transcripts), Substitute Court Reporters, Statement of Facts, Interpreter Services, Guardianship and Ad item expenses;
- Professional Services (as per TGC 2254) **NOTE:** non-bond funded expenditure where PSAs cross the County fiscal year still require Purchase Orders.

- A Purchase Order may be entered after the purchase was made:

  - Repair services at the time the service is performed (i.e. equipment repairs, vehicle repairs etc., includes purchase and/or replacement of any parts)
  - Maintenance Agreements (may still need to be approved by Commissioners Court)
  - Goods and Services purchased during an Emergency (i.e. public calamity) **NOTE:** a purchase order must be entered as soon as possible but no later thank three (3) days after a purchase is made and the purchase must be exempted during the next possible Commissioners Court meeting. This applies to purchases for which a Purchase Order is required. For purchases for which a Purchase Orfer is not required, the Commissioners Court exemption may happen without the issuance of a Purchase Order
  - Software/Subscription renewal **if previously approved by IT**

Purchases for supplies and materials for which a purchase order is required but was not issued prior to the purchase, must be approved by the County Judge. A *County Judge's Approval Form* located on the Auditor's Portal must be completed for these purchases.

SECTION 5

NEGOTIATED OR NON-BID PURCHASES

A. Items Less than $50,000

- **Commodity Purchases exceeding $4,999.99 and below $50,000 are** generally requested via purchase requisition. Three (3) written quotes must be obtained, evaluated, and provided as backup with the purchase requisition, by the End-user Department, unless items are listed on a Purchasing Cooperative or purchased through an Interlocal Agreement (ILA) or an exemption as approved by the Williamson County Commissioners Court. End-users are to ensure that the purchase provides the best value to the County. Commissioners Court approval is not required unless the accompanying documentation requires a signature by the County or an Agreement is needed.

- **Purchases of services** exceeding $4,999 and below $50,000 are generally requested via purchase requisition. Three (3) written quotes must be obtained, evaluated, and provided as backup with the purchase requisition by the End-user Department. If a purchase is over $4,999 the Legal Department may require, depending on the risk and/or type of service that a service agreement be issued. Any service agreements must be approved by the Commissioners Court. Further. If a quote requires a binding signature by the County, only the County Judge can sign the quote after Commissioners Court approval.

B. Items Less than $5,000

Commodity purchases under $5,000 should be facilitated using a Procurement Card (P- Card). In the event the Department doesn't have a P-Card, Department will submit a Requisition for the purchase. This may include verifying the department recommended vendor and the vendor's pricing and delivery methods as well as ensuring that the purchase is legal. Purchasing Department staff will assist Departments and Offices with product goods/services and vendor search when necessary. Purchasing Department staff, after verifying all information within the Requisition, will issue the Purchase Order without further competition.

- P-Cards allow organizations to procure goods and services in a timely manner.

  NOTE: Certain services can only be tracked via Purchase Order in Oracle and MUST NOT be paid via p-card to ensure that the County does not exceed the 50K bidding threshold during a given Fiscal Year (even if they are below $5,000 individually). Additionally, a service agreement may be required to ensure the County is a covered from a risk/liability perspective and that the vendor has appropriate insurance coverage. Following is a list of examples however, this is NOT A COMPLETE LIST. Construction Services, Installation Services, Demolition Services, Fabrication Services, Inspection Services,

Remediation Services, skilled trade services such as carpenters, masons, plumbers, painters, electricians, etc.

C. Items Over $50,000

For items that exceed $50,000, one of the following methods must be used.

- Use of other local government contracts via Interlocal Agreement or cooperative purchasing agreements
- Invitation For Bids/Request For Proposals or other Alternative Delivery Method.
- Court exemption (by law)

All items above $50,000 requiring a competitive bidding process are advertised on the Williamson County electronic bidding Portal Bonfire at https://wilco.bonfirehub.com/portal/?tab=login The Purchasing Department will use the backup provided in the Purchasing Origination with the specifications to develop the materials and competitively solicit a bid or proposal.

Departments are also encouraged to utilize the electronic Bidding Quick Quote/Simple Bids feature to allow for easier access by the general public to procurement opportunities under $50,000.

D. Emergency Purchases

Emergency purchases are authorized in extremely limited circumstances. The purchase of any goods or services needed because of an emergency condition shall comply with the provisions of the Texas Local Government Code, §262.024(a) (1). which allows the Commissioners Court to exempt procurement (from the presumption of bidding but not from obtaining necessary, although expediated, approvals) for an emergency defined as:

- an item that must be purchased in a case of public calamity if it is necessary to make the purchase promptly to relieve the necessity of the citizens or to preserve the property of the County.
- an item necessary to preserve or protect the public health or safety of the residents of the County; or
- An item necessary because of unforeseen damage to public property.

Depending upon the time of the emergency and type of purchases necessary, one of the following procedures should be followed in accordance with County policy:

- If an emergency situation arises in which materials or services must be purchased and obtained without administrative delay, emergency purchasing may be authorized. The decision-making process will be conducted on an individual case basis by the Purchasing Agent in collaboration with the

requesting Department Head, County Auditor and County Judge.

- End users must still identify funding sources and work within a set budget

Process

- The department head experiencing the emergency should contact a vendor who can furnish the supplies/services immediately and obtain the price.
- The department head should then contact the Purchasing Department for approval, specifying the details of the situation, the vendor contacted, and the cost of the materials or services and inform the County Judge of the emergency and the path forward.
- The Purchasing Department will consult with Legal on whether an Emergency Services Agreement is needed. If an agreement is needed, the requesting department will obtain the vendor signature and insurance certificate (if applicable) and send it to the Purchasing Department.

  The Purchasing Department and/or requesting Department will obtain the County Judge's signature on said agreement. Once the agreement has been signed, the end-user department has authorization to issue the Notice To Proceed.
- The department head or designated employee must submit a requisition to the Purchasing Department before a Purchase order can be issued within three (3) days of the emergency.
- The Purchasing Department will place an agenda item on the next possible Commissioners Court session ratifying the emergency purchase.

All emergency exemption orders must be processed through the Purchasing Department.

For items less than $50,000, the Purchasing Agent may authorize any action to be taken, including using the P-Card for an emergency. The Purchasing Agent may allow the P-Cards to be increased to cover emergency purchases.

For items that exceed $50,000 and meet the discretionary exemptions for Emergencies per Texas Local Government Code, the Purchasing Department will submit the agenda item for Commissioners Court.

In all instances where an emergency purchase is necessary, the Department Head or Elected Official of the requesting department must provide adequate confirmation justifying that the purchase is an emergency which may require additional approval from Legal, Auditor and/or a member of the Commissioners Court.

For after-hours (Monday through Friday, before 8 a.m. and after 5 p.m., nights, holidays, and weekends) emergency purchases, the Department should email or call the Purchasing Agent. Within three (3) days after the emergency purchase, the Department shall enter a requisition or if using a P-Card, provide the required receipts and provide written documentation to the Purchasing Agent concerning the details

of the emergency purchase.

Failure to promptly notify the Purchasing Department and input a requisition for the emergency could affect the County's ability to approve the claim for payment.

E. Discretionary Exemption Purchases

Section §262.024 of the Texas Local Government Code list procurements that may be exempted from competitive bidding requirements:

- items for which competition is precluded because of the existence of patents, copyrights, secret processes or monopolies;
- films, manuscripts, or books;
- electric power, gas, water and other utility services;
- captive replacement parts of components for equipment;
- vehicle and equipment repairs.

By law, sole source goods and services require a signed statement from the Purchasing Agent as to the existence of only one source, specifically noting which type of listed sole source good or service is being purchased. The statement will be submitted for acceptance by Commissioners Court and must be reflected in the Court's meeting minutes.

The sole source process requires for the requesting department to submit various documents such as:

- Sole Source Justification;
- Written quote from vendor;
- Letter of justification from the vendors on company letterhead and signed by an authorized representative establishing why they are a sole source;
- Notarized sole source affidavit completed by the vendor;
- Signed letter of recommendation from the requesting Department Head/County Official;
- If Technology related purchase, written approval from IT;
- If Human Resources related purchase, written approval from HR.

Upon receipt of the documents and determination that a sole source purchase is justified, an RFI is posted in Bonfire publicly for 14 days by the Purchasing Department to inform vendors of the intent to award a sole source purchase. If no vendors responses are received, the Purchasing Agent creates a sole source certification letter which must be approved by the Commissioners Court.

F. Procurement Card Purchases

In accordance with Texas Local Government Code §262.011(l), the County Purchasing Agent may have assistants to aid in the performance of the Agent's duties. Any person who is authorized by the County Purchasing Agent to use a County Purchasing Card (P-Card) while making a County purchase is considered an assistant of the County Purchasing Agent to the extent the person complies with the rules and procedures prescribed for the use of County Purchasing Cards as adopted by the Purchasing Agent.

Williamson County provides the P-Cards for immediate access to goods and/or services and to expedite the traditional requisition process. Those individuals who have been issued P-Cards (Cardholders) may initiate a transaction within the limits of the P-Card policy and receive goods or services.

The Purchasing Agent has designated a Procurement Card Administrator as Williamson County's Coordinator for the Procurement Card program who assigns, determines usage and control of the Procurement Cards. The Procurement Card Program Administrator shall also maintain all records of P-Card requests, dollar limitations, Cardholder transfers and any lost/stolen/destroyed P-Card information.

Detailed information about usage of the P-Card can be found in the Procurement Card Manual on SharePoint Purchasing portal located at

https://wilco365.sharepoint.com/purchasingportal/Pages/PurchasingPortal.aspx

SECTION 6

COMPETITIVELY BID PURCHASES

A. Competitive Bidding and Proposals

Competitive bids and competitive proposals are utilized to stimulate competition, prevent favoritism, and secure the best services and supplies, at the lowest and best price so public monies are spent properly and legally.

Additionally, the competitive bid or proposal process is used to provide those vendors qualified and responsible, who desire to do business with the County, fair and equitable treatment.

Texas Local Government Code §262 which outlines the following general requirements for formal sealed bids for purchases exceeding $50,000:

- IFBs and RFPs are advertised based on the County's specifications and conditions of purchase (outlined in the solicitation) at least once a week in a newspaper of general circulation, with the first advertisement date occurring at least 14 days before the specified opening date.
- The County's specifications (solicitations) stipulate the date and hour bids or proposals are received. **After that date and time, no further bids or proposals are accepted**.
- Vendors are encouraged to submit an electronic response through Bonfire. Hardcopy responses will be accepted. **It is the responsibility of the vendor to test any system for submission of an electronic bid or proposal prior to the deadline for submission of responses.**
- The solicitations are opened and read aloud at the specified date and hour and submitted to an evaluation team; the selected vendor is recommended to the Commissioners Court for award. Generally, the lowest responsive bid or proposal representing the best value is accepted, but only one bid or proposal may be awarded, unless the solicitation notes that multiple awards will be made.
- If no bid or proposal is acceptable, the entire bidding process may be repeated or terminated.

The term "Formal Competitive Bidding" generally applies to public purchasing which requires approval of the contract by the Commissioners Court when the solicitation process complies with either:

- Texas Local Government Code, section 262.023; or
- Texas Government Code, Chapter 2269, Subchapter C.

Williamson County uses Bonfire for scheduling, maintaining, and analyzing bidding events.

Williamson County's Bonfire portal is a web interface that allows registered suppliers to bid on solicitations, control event notification settings, and view bid history.

This process provides all bidders the opportunity to bid on the same items on equal terms and have bids or proposals evaluated according to the same standards as set forth in the specifications and required by statute.

B. Competitive Bidding General Requirements:

- Sealed bids are solicited through an Invitation for Bid (IFB) for contracts expected to exceed $50,000. The IFB is the document used to solicit bids from vendors in response to the County's specifications and contractual terms and conditions.
- The awarded IFB, and in some cases the IFB and an ensuing agreement, (signed by the County Judge) form the contract between Williamson County and the vendor.
- Competitive Bids cannot be negotiated. Price is generally the sole determining factor (with a few exceptions) for a contract to be awarded if the vendor's product or services meet the requirements of the specification.
- The IFB method is the preferred method for procuring goods and non-personal services. It is used when the requirement can be clearly defined, is readily available, and is an off-the-shelf type of requirement.

C. Competitive Proposals General Requirements:

- Sealed Proposals are used to procure insurance, high technology items, landscape maintenance, travel management and recycling services.
    - "High technology" goods or services means goods or services of a highly technical nature, including data processing equipment and software and firmware used in conjunction with data processing equipment; telecommunications, radio and microwave systems; electronic distributed control systems, including building energy management systems; and technical services related to those goods and services.
- RFPs must be advertised in the same manner prescribed for competitive bidding.

While the competitive proposal (RFP) process is similar to the competitive bidding (IFB) process, there are notable differences:

- The RFP uses performance standards rather than the description of the goods or services and specifies the relative importance of price and other factors used to evaluate the proposal.

- Vendors submit unique proposals to meet the requirements outlined in the RFP. Proposals may incorporate entirely different approaches to accomplish the same performance. After proposals are received, the County may communicate or seek clarification with as many suppliers that are deemed "responsive" to find the best possible proposal from each supplier and award to those suppliers.
- RFP results in a negotiated contract.
- Cost is not the only determining evaluation factor, however, its relative importance to other evaluation factors must be specified in the RFP and considered in recommending the award.
- Proposals received are opened publicly but the contents are not disclosed until the award.
- Proposal contents that are trademarked or proprietary may remain confidential pursuant to the Texas Public Information Act.

In addition to the items outlined in §262.030 above, proposals are often used to procure professional or personal services such as Consultants however, the Professional Services Act (Chapter 2254 of the Government Code) clearly defines those Professional Services which must not be procured with the RFP method but rather with the RFQ Request for qualifications method. It is not permissible to use a competitive proposal to obtain qualifications and rates charged for professional/personal services from interested professionals. Chapter 2254 of the Government Code defines that "A governmental entity may not select a provider of professional services or a group or association of providers or award a contract for the services on the basis of competitive bids submitted for the contract or for the services but shall make the selection and award:
(1) On the basis of demonstrated competence and qualifications to perform the services and
(2) For fair and reasonable price
(b) The professional fees under the contract may not exceed any maximum provided by law".

D. Invitation For Bid (IFB) / Request For Proposals (RFP) Process

This section of the Manual outlines the steps needed to process sealed bids and proposals. Since many of the steps are similar, the description will be combined.

The IFB/RFP process consists of the following:

- IFB/RFP Preparation;
- Bid/Proposal Receipt and Opening;
- Bid/Proposal Evaluation;
- Negotiation (RFP only);
- Contract Award.
-

Each stage has specific requirements, many of which are required by law and are discussed briefly in this section of the Manual.

1. Solicitation Process

The solicitation preparation begins with the submission of a Solicitation Worksheet into the Purchasing Origination in addition to a specification outlining the item(s) and/or services that a department wishes to procure. The specification is developed and submitted to the Purchasing Department as outlined in Section 3 of this Manual. The Purchasing Department will work with the Department to ensure that it is as open and competitive as possible. When the specification is finalized, the Purchasing Department will assemble it into a solicitation.

The main difference between a specification for an IFB and an RFP is that the IFB specification will describe an item; whereas in an RFP, the specification will be in terms of performance and will often include a statement of work to be performed.

2. Advertisement of Solicitation

By law, the County must advertise the solicitation for competitive purchases in a newspaper of general circulation in Williamson County. The first advertisement must occur a minimum of 14 days before the bid/proposal opening date specified in the solicitation. The newspaper advertisement must include:

a. The specifications describing the services to be purchased, or a statement of where the specifications may be obtained;

b. The time and place for receiving and opening bids/proposals and the name and position of the employee to whom the bids/proposals are sent;

c. Whether the bidder should use lump-sum or unit pricing;

d. The type of bond required of the bidder; and

e. The method of payment by the County.

Solicitations are publicly posted on the Williamson County Bonfire portal at: https://wilco.bonfirehub.com/portal/?tab=login

During the solicitation period, the County may hold a pre-solicitation conference to discussing solicitation requirements and answering questions of prospective bidders (Respondents). The Purchasing Department supervises the pre-solicitation conference, and the Department is asked to provide staff to attend the conference and answer technical questions. The solicitation may be amended during this period based on clarifications and answers to questions from the pre-solicitation conference. Amendments will be posted on the Bonfire Portal.

3. Bid/Proposal Receipt and Opening

Respondents may electronically submit sealed bids/proposals as described in the solicitation. Electronic sealed bids/proposals are preferred; however hard copy bids/proposals will be accepted by the Purchasing Department and are stamped

with the date and time received. The Time Stamp Clock in the Purchasing Department serves as the official time clock for identifying the date and time bids/proposals were received in the Purchasing Department. The Respondent must submit the bid/proposal by the date and time specified in the solicitation to be accepted. Late bids/proposals are not accepted and are returned unopened to the bidder.

Bids: According to Texas Local Government Code §262.026, the County official who makes purchases for the County shall open the bids on the date specified in the notice. Sealed bids will be opened publicly by the Purchasing Department and will be documented. The date specified in the notice may be extended by the Purchasing Agent. A bid that has been opened may not be changed to correct an error in the bid price.

In accordance with Texas Local Government Code §262.0235, electronic responses to solicitations are permitted based on adopted rules by Commissioners Court. Electronic response information is provided through Bonfire.

Proposals: In accordance with Texas Local Government Code §262.030, proposals shall be opened so as to avoid disclosure of contents to competing offerors and be kept secret during the process of negotiation. All proposals that have been submitted shall be available and open for public inspection after the contract is awarded, except for trade secrets and confidential information contained in the proposals and identified as such. In the event that a request for disclosure of identified trade secrets and/or confidential information is received by Williamson County, the Proposer shall be notified of the request. It is the responsibility of the Proposer to assert any exceptions to disclosure directly to the Office of the Texas Attorney General.

4. Bid / Proposal Evaluation

Bids: The End-user Department will evaluate all bids with assistance from the Purchasing Department and a joint recommendation will be made to Commissioners Court. A recommendation letter and any other documentation from the Department will be submitted with the agenda request. The Purchasing Department will be responsible for placing the item on the Commissioners Court agenda.

Bids will be evaluated based on the following factors: (1) the relative prices of the bids, including the cost of items such as repair and maintenance (heavy equipment) or delivery and hauling (road construction materials); (2) compliance of goods and services offered with specifications; and (3) the responsibility of the vendor, including the vendor's safety record if Commissioners Court has adopted a definition of safety that is included in the bid, and the past performance of the vendor.

When the lowest priced bid is not the best bid, the requesting Department works with the Purchasing Department to develop and document clear justification for not

selecting the lowest bidder. This documentation must be presented to the Commissioners Court for their approval.

Proposals: The Purchasing Department facilitates/supervises the evaluation process performed by the user department and/or committee. Evaluators shall use the evaluation factors and the points and/or weights specified in the RFP in evaluating the proposals. Typical evaluation factors include:

a. Quality, availability, and adaptability of the supplies, materials, equipment, or contractual services to the particular use required;

b. Number and scope of conditions attached to the respondent's proposal;

c. Ability, capacity, and skill of the respondent to perform the contract or provide the service required;

d. Whether the respondent can perform the contract or provide the service promptly, or within the time required, without delay or interference;

e. Character, responsibility, integrity, reputation, and experience of the respondent;

f. Quality of performance of previous contracts or services;

g. Any previous or existing noncompliance by the respondent with specification requirements relating to information;

h. The sufficiency of the financial resources and ability of the respondent to perform the contract or provide the service;

i. The ability of the respondent to provide future maintenance, repair parts, and service for the use of the contract;

j. Personnel Qualifications;

k. Demonstrated corporate experience and qualifications in performing work outlined in RFP; and

l. Cost.

Additional general best value evaluation factors:

m. Installation costs;

n. Life cycle costs;

o. Quality and reliability of the goods and services;

p. Indicators of probable vendor performance under the contract such as past vendor performance, the vendor's financial resources and ability to perform, the vendor's experience or demonstrated capability and responsibility, and the vendor's ability to provide reliable maintenance agreements and support;

q. Cost of any employee training associated with purchase;

r. Effect of a purchase on agency productivity;

s. Vendor's anticipated economic impact to the state or a subdivision of the state, including potential tax revenue and employment; and

t. Factors relevant to determining the best value for the state in the context of a specific purchase.

5. Negotiations / Best and Final Offer (BAFO)

The Purchasing Department will supervise all negotiations. Any negotiations with offerors should be coordinated with the Purchasing Department. Departments negotiating directly may jeopardize the progress of the County evaluation committee.

All offerors must be accorded fair and equitable treatment with respect to any opportunity for discussion and revision of proposals and submittal of a “Best and Final Offer” (BAFO).

After the negotiations are complete, the assigned Purchasing Department staff (in limited situations) may request the qualified offerors to submit a BAFO by a specified date and to a specified location. Based on the negotiations, the BAFO must allow the offeror to:

a. Modify the initial offer;

b. Update pricing based on changes the User department/County has made; and

c. Include any added inducements that will improve the overall score in accordance with the evaluation plan of the RFP.

6. Contract Award

Bids

In accordance with Local Government Code, §262.027, the Purchasing Agent shall recommend contract award to Commissioners Court. Commissioners Court may approve the recommendation, consider another recommendation or reject all bids and authorize the Purchasing Agent to re-bid the goods and/or services.

Chapter 262.027 further specifies that if two responsible bidders submit the lowest and best bid, the Commissioners Court shall decide between the two by drawing lots in a manner prescribed by the County Judge.

In addition, a contract may not be awarded to a bidder who is not the lowest priced bidder meeting specifications unless, before the award, each lower bidder is given notice of the proposed award and is given an opportunity to appear before the Commissioners Court and present evidence concerning the lower bidder's responsibility.

Proposals

The final stage is to request the approval of a contract for award from Commissioners Court. The Purchasing Agent will present the contract for award to the Commissioners Court for approval.

SECTION 7

COOPERATIVE PURCHASES

A. Explanation and Law

Texas statute authorizes local governments to participate in cooperative purchasing programs to increase efficiency in the purchasing process, generate cost savings through aggregated purchasing volume, and reduce administrative costs.

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

Each interlocal agreement must be approved by the Commissioners Court. The County participates in the purchasing programs of various local, state, and national purchasing cooperatives.

B. Examples of Purchasing Cooperatives

- Texas Association of School Boards (BuyBoard)
- Houston Area Council of Governments (HGAC)
- National Cooperative Purchasing Alliance (NCPA)
- Purchasing Solutions Alliance (PSA)
- Omnia National (formerly TCPN)
- Sourcewell (formerly National Joint Powers Alliance - NJPA)
- Texas Interlocal Purchasing System/Texas-Arkansas Purchasing System (TIPS/TAPS)
- Purchasing Solutions Alliance (PSA)
- GoodBuy
- Choice Partners
- TxSmartBuy/TXMAS/TPASS
- Texas Department of Information Resources (DIR)
- General Services Admission (GSA)
- Tarrant County Cooperative Purchasing Program
- Sheriff's Association of Texas
- North Texas Share - Public Sector Solutions Center
- Interlocal agreements with various governmental agencies:
- Cities: Austin, Cedar Park, Ft. Worth, Georgetown, Granger, Hutto, Leander, Round Rock, Taylor, Thrall
- Counties: Bastrop, Brazoria, Denton, Fort Bend, Hood, McKinley County, NM, Montgomery, Tarrant, Tom Greene, Volusion County, FL
- Other: Greater Orlando Aviation Authority, Montgomery County Hospital District

Before requesting Commissioners Court approval of an Interlocal Agreement, purchasing cooperatives are vetted by the Purchasing and Legal Department to ensure they comply with the County's legal requirements as prescribed by Texas law.

SECTION 8

FURNITURE PURCHASING GUIDELINES

A. Purpose

Maintaining the best value for the investment and creating a cohesive, professional atmosphere with durable furnishings that can be utilized in most departments.

1. **Brand**
   HON brand of furniture is recommended and preferred.

2. **Purchasing Path**
   HON furnishings are available through National Business Furniture on BuyBoard Contract #677-22.

3. **Projects**
   Other project-oriented furniture for common space installations such as remodels and new construction shall be selected and installed by the Facilities Management Department.

4. **Life Cycle**
   Furniture should only be replaced in the event that it is broken, worn and/or unable to be utilized.

5. **Approval**
   Quotes and images of requested furniture shall be submitted to the Budget Department during the budget process for review to ensure compliance with the Furniture Guidelines. Like-type requests may be considered. If the requested furniture is found to be in conformance with the Furniture Purchasing Guidelines, the purchase will then need to be reviewed and approved again through the purchasing process.

SECTION 9

CONSTRUCTION

A. Introduction

Section §262.011 (e) of the Texas Local Government Code states that "The County Purchasing Agent shall supervise all purchases made on competitive bid..."

Section §271.055 of the Texas Local Government Code Subchapter B (Notice to Bidders):

(a) An issuer must give notice of the time, date, and place at which the issuer will publicly open the bids on a contract for which competitive bidding is required by this subchapter and read the bids aloud. The notice must be given in accordance with Subsection (b) or in accordance with: The County Purchasing Act (Subchapter C, Chapter 262), if the issuer is a County.

If an issuer gives notice under this subsection, the notice must:

Be published once a week for two (2) consecutive weeks in a newspaper, as defined by Subchapter C, Chapter 2051, Government Code, that is of general circulation in the area of the issuer, with the date of the first publication to be before the 14th day before the date set for the public opening of the bids and the reading of the bids aloud; and

State that plans and specifications for the work to be done or specifications for the machinery, supplies, equipment, or materials to be purchased are on file with a designated official of the issuer and may be examined without charge.

Construction procurements may use the IFB format and process, or any other alternative delivery method allowed by Government Code 2269. Additional alternative delivery methods include Competitive Sealed Proposal, Design Build, Construction Manager at Risk, Construction Manager-Agent There is however, more emphasis on the following items:

- Bonding Requirements;
- Safety Records; and
- Prevailing Wage Labor Rates.

B. Process

The Process followed for construction IFBs is similar to other IFBs with some notable exceptions that are discussed below.

1. Preparation of Documents

The Department will prepare a Solicitation worksheet in the Purchasing Origination workflow along with the description of the proposed project that includes items such as specifications, drawings, surveys, etc. The Purchasing Department will review all documents and provide comments for incorporation into the final documents.

The Department will work with the Purchasing Department to coordinate the issue date, pre-bid conference date and opening date.

The Purchasing Department releases the advertisement to the newspaper and posts the bid to the Bonfire website.

The project manuals and drawings associated with construction bids are extensive documents and uploaded to the Bonfire website. The contractor may download these documents from Bonfire.

2. Advertisement

According to Local Government Code §271.025, the County must advertise for bids and the advertisement must include a notice that:

- describes the work;
- states the location at which the bidding documents, plans, specifications, or other data may be examined by all bidders; and
- states the time and place for submitting bids and the time and place that bids will be opened.

The advertisement must be published at least twice in one or more newspapers of general circulation in the County or counties in which the work is to be performed. The first publication must be on or before the 14th day before the first date bids may be submitted.

3. Award

The Purchasing Agent will present the recommendation to the Commissioners Court.

C. Procurement of Architect / Engineering / Land Surveying Services - Request for Qualifications

The Professional Services Procurement Act (Government Code 2254) requires that architect, engineering and land surveying services be procured using a two-step process. According to the Act, the entity (County) shall:

- first select the most highly qualified provider of those services on the basis of demonstrated competence and qualifications; and
- then attempt to negotiate with that provider a contract at a fair and reasonable price.

If a satisfactory contract cannot be negotiated with the most highly qualified provider of architectural, engineering, or land surveying services, the entity shall:

- formally end negotiations with that provider;
- select the next most highly qualified provider; and
- attempt to negotiate a contract with that provider at a fair and reasonable price.

The entity shall continue the process to select and negotiate with providers until a contract is entered according the Williamson County Professional Services Act as mandated by the Auditor's Office.

The Road and Bridge Department or Facilities Department develops the Request for Qualifications (RFQ). The RFQ document generally contains the following sections:

- General Information outlining the purpose of the RFQ, identifying the issuing office, describing the problem and defining the County's expectations for the selected service provider;
- Submittal of Statement of Requirements that identifies the conditions for submittal of a Statement of Qualifications (SOQ) including the number of copies required, date required and format, provisions related to preparation of the SOQ, date and time of pre-RFQ conference, how addenda will be issued, format requirements and process to be followed in accepting the SOQ;
- Qualifications providing a detailed description of the types of tasks that the selected vendor is expected to perform and the requisite qualifications to perform the tasks;
- Timeline for procurement with anticipated procurement milestone and project start dates;
- Information Required from Service Provider outlining the specific format and content to be used in submitting the SOQ; and
- Selection Criteria that defines the criteria that will be used to evaluate the SOQ. Cost cannot be used as selection criteria.

Respondents are encouraged to submit their SOQs into Bonfire. Sealed SOQs can be submitted to the Purchasing Department. Under the supervision/facilitation of the Purchasing Department, an evaluation committee will evaluate and conduct possible interviews. The Road and Bridge or Facilities Department will conduct negotiations and once a contract has been reached, the Purchasing Department will prepare the agenda request for Commissioners Court approval to award the contract.

D. Alternative Delivery Methods for Construction Projects

In accordance with Government Code §2269; **Contracting and Delivery Procedures for Construction Projects: Construction Manager-Agent**. A governmental entity may use the construction manager-agent method for the construction, rehabilitation, alteration, or repair of a facility; a governmental entity using the construction manager-agent method may, under the contract between the governmental entity and the construction manager-agent, require the construction manager-agent to provide administrative personnel, equipment necessary to perform duties under this section, and on-site management and other services specified in the contract. A construction manager-agent represents the governmental entity in a fiduciary capacity.

In accordance with Government Code §2269; **Construction Manager at Risk (CMAR)** methods may be used. The governmental entity shall select or designate an engineer or architect who shall prepare the construction documents for the project and who has full responsibility for complying with Chapter 1001 or 1051, Occupations Code, as applicable. §2269; the governmental entity shall select the construction manager-at-risk in either a one-step or two-step process.

In accordance with Government Code §2269; **Design-Build Contracts for Facilities**, a governmental entity may use the design-build method for the construction, rehabilitation, alteration, or repair of a facility. The governmental entity shall prepare a request for qualifications that includes general information on the project site, project scope, budget, special systems, selection criteria, and other information that may assist potential design-build firms in submitting proposals for the project. The governmental entity shall evaluate statements of qualifications and select a design-build firm in two phases: (1) the governmental entity shall prepare an RFQ and evaluate each Offeror's experience, technical competence, and capability to perform, the past performance of the submitted by the team or firm in response to the RFQ, except that cost-related or price-related evaluation factors are not permitted. (2) the governmental entity shall evaluate the information submitted by the offerors based on the selection criteria stated in the RFQ and the results of an interview.

In accordance with Government code §2269, the **Competitive Sealed Proposal Method** may be used. The governmental entity requests proposal, ranks the offerors, negotiates as prescribed, and then contract with a general contractor for construction, rehabilitation, alteration, or repair of a facility. The governmental entity shall prepare a request for competitive sealed proposals that includes construction documents, selection criteria and the weighted value for each criterion, estimated budget, project scope, estimated project completion date, and other information that a contractor may require to respond to the request. The weighted value assigned to

the price must be a t least 50 percent of the total weighted value of all selectin criteria. If the governing body of a governmental entity determines that assigning a lower weighted value to price is in the public interest, the governmental entity may assign to price a weighted value of not less than 36.9 percent of the total weighted value of all selection criteria. The governmental entity shall receive, publicly open, and read aloud the names of the offerors and any monetary proposals made by the offerors. The governmental entity shall select the offeror that submits the proposal that offer the best value based on (1) the selection criteria in the request for proposal and the weighted value for those criteria int eh request for proposal and (2) its ranking evaluation. The governmental entity shall first attempt to negotiate a contract with the selected offeror. The governmental entity and its architect or engineer may discuss with the selected offeror options for a scope or time modification and any price change associated with the modification. If the governmental entity is unable to negotiate a satisfactory contract with the selected offeror, the governmental entity shall, formally and in writing, end negotiations with hat offeror and proceed to the next offeror in the order of the selection ranking until a contract is negotiated or al proposals are rejected.

In accordance with Government code §2269, the **Job Order Contracts Method** may be used for maintenance, repair, alteration, renovation, remediation, or minor construction of a facility when the work is of a recurring nature, but the delivery times, type, and quantities of work required are indefinite. The governmental entity shall establish the maximum aggregate contract price when it advertises the proposal. The governing body shall approve each job, task, or purchase order that exceeds $500,000. The governmental entity may establish contractual unit prices or a job order contract by specifying one or more published const5ruction unit price books and the applicable divisions or line items or providing a list of work items and requiring the offerors to propose one or more coefficients or multipliers to be applied to the price book or pre-priced work items as the price proposal.

E. Wage Rate Determination

Wage determinations for construction projects shall be verified in accordance with the Davis Bacon Act at the following link: http://www.wdol.gov/ . The construction wage rates are determined by job project and title.

SECTION 10

PROFESSIONAL AND PERSONAL SERVICES

A. Request for Qualifications (PROFESSIONAL SERVICES)

The Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) applies to acquisition of the following services: accounting; architecture; landscape architecture; land surveying; medicine; optometry; professional engineering; real estate appraisal; or nursing.

Award of a contract for these professional services may not be based on competitive bids but rather on the basis of demonstrated competence and qualifications, and a fair and reasonable price. A Request for Qualifications (RFQ) is the normal course to consider for Professional Services.

B. Requests for Proposals for Professional and Personal services

The Purchasing Department processes RFPs for professional and personal services. The difference between this and regular RFPs is whether the professional service is one of those defined in Government Code 2254 Professional and Consulting Services. According to 2254, Professional Services are accounting, architecture, landscape architecture, land surveying, medicine, optometry, professional engineering, real estate appraising and professional nursing. The contract shall be awarded based on demonstrated competence and qualifications for a fair and reasonable price.

SECTION 11

FEDERALLY-FUNDED PROCUREMENT PROJECTS

A. Grants

Grants are administered via written contract between the County and the granting authority. Texas Government Code section 2261.002 (1) includes grants in its definition of a contract for which the recipient of the grant is required to perform a specific act or services, supply a specific type of product, or both.

B. Supplies, Equipment and Services

All procurement of supplies, equipment and services utilizing Federal Funds (e.g., Federal Grant or Contract) shall be made in accordance with all applicable federal rules and regulations such as the Federal Acquisition Regulations (FAR), Federal Office of Management and Budget (OMB) Circular A-102, and OMB Circular A-110. The user department is responsible for providing the Purchasing Agent a copy of all procurement requirements in the grant document in a timely manner.

C. SAMS (System for Awards Management)

All vendors, prior to award with federal funds, are “required” to be searched with the Excluded Parties List System also known as System for Awards Management (SAMS) at the following link:

https://www.sam.gov/portal/public/SAM/#1

SECTION 12

CONTRACT MANAGEMENT, ADMINISTRATION AND MODIFICATION AND SYSTEM ACCESS

A. Contract Administration

The Purchasing Department strives to provide contract administration support for all contracts originated in the Purchasing Department. The Purchasing Department shall maintain a primary and back-up contract administration system, herein "System", for redundant security.

Purchasing Department service level goals for contract administration shall include but not be limited to:

- Review of contract for purchasing law and policy compliance.
- Routing of contract to Commissioner's Court for review and approval.
- Routing to Judge's Office for required signatures.
- Return of signed contract to department point of contact.
- Placement of contract into Purchasing Department primary and back-up contract management System.
- Monitoring of contract expiration dates through System.
- Notifying departments of up-coming renewal or expiration dates.
- Vendor performance reporting.
- Planning future contract strategies to consolidate buying power.
- Permanent archiving of expired contracts.

System shall capture:

- Contract Number
- Solicitation Type
- Contract Description
- Vendor Name
- Vendor Address
- Vendor E-mail
- Vendor Telephone
- Commissioner's Court Approval Date
- Agenda Item Number
- Contract Start Date
- Contract Term Date
- Available Renewals
- Contract Renewal Date(s) with Commissioner's Court Approval Dates
- Contract Documents in File
- User Department
- User Department Point of Contact
- Purchasing Department Contact

Contract categories shall be:

- Working Multi-Year
- One-time goods and services – Projects Team
- One-time goods and services – Support Team
- Construction and Professional Service Agreements
- Expired Contracts

B. Contract Management

This aspect of the procurement process is one of the most important and is frequently overlooked. The user department is on the "front line" and has the best capability to monitor and document contractor performance/compliance. To accomplish this, the following is recommended:

- Assign department personnel who have frequent interactions with the contractor to monitor and document performance.
- Require assigned personnel to read and fully understand the contract requirements.
- Coordinate with the Purchasing Department as soon as possible after contract award to identify the types of non-performance and non-compliance to be documented and the documentation requirements. Documentation at a minimum should include the details of each instance of non-performance, such as: date, location, description of the non-compliance, how the vendor was notified of non-compliance and the name of the vendor's representative who was notified. The Purchasing Department tracks vendor performance via the Vendor Performance Report (VPR) located on the internal SharePoint Purchasing Portal. Documentation received via the VPR will be documented in the vendor file.

All documentation of non-compliance shall be communicated in writing to the Purchasing Department Contract Specialist who is assigned to monitor contracts for performance in collaboration with the user department. If there has been poor performance or non-compliance with the contract, the Contract Specialist will assist with initiating corrective action notice with the vendor. The Contract Specialist will also coordinate with the user department to document whether the terms of corrective action have been met.

The Contract Specialist will take all steps related to obtaining compliance with the contract but will consult with the Legal Department before taking any steps toward suspension or termination of the contract. The Contract Specialist will coordinate with the Legal Department on developing any letters, notices and other communication related to termination or suspension.

The objectives of department contract management are to:

- Ensure the contract requirements are satisfactorily performed before authorizing payment.
- Identify any material breach of contract by assessing the difference between contract performance and material non-performance.
- Determine if corrective action is necessary and take action if required; and
- Resolve any disputes.

Effective contract management ensures that the contract requirements are satisfied, that the goods and services are delivered per the specification, and that the financial interests of the County are protected. Proactive contract administration minimizes or eliminates problems and potential claims and disputes.

C. Contract Modifications

According to Texas Local Government Code, §262.0305, after award of a contract, but before the contract is made, the Purchasing Agent, designated Purchasing employee or Department

Head may negotiate a contract modification if it is in the County's best interests, does not substantially change the scope of the contract or cause the contract amount to exceed the next lowest bid. The Commissioners Court must approve the modified contract for it to be effective.

The Commissioners Court may also make changes in plans or specifications after a contract is made or if it becomes necessary to increase or decrease the quantity of items purchased. However, per Texas Local Government Code, §252.048(d) The original contract price may not be increased under this section by more than 25 percent. The original contract price may not be decreased under this section by more than 25 percent 18% without the consent of the contractor. The Purchasing Department will assist with required analysis and documentation in the event that a vendor seeks a price adjustment. Could we include a note that the price increases have to be justified (i.e., material cost increase etc. and that this has to be documented in detail. At times we may include escalation clauses in the contracts, we used to do that in past years.

The total contract price may not be increased unless the cost of the change can be paid from available funds and the increase is approved by Commissioners Court.

The Commissioners Court has the authority to approve change orders to a contract that involves an increase or decrease of more than $50,000. In certain circumstances however, the Commissioners Court designates a county employee (i.e., Project Manager) to approve change orders up to a certain amount but below $50,000.

The Purchasing Agent will bring contract modifications to Commissioners Court for approval on all contracts originated through the Purchasing Department.

The Commissioners Court may approve modifications to contracts if the changes are within the general scope of the contract.

D. System Access

The Purchasing Department shall fund and maintain a primary and back-up contract management system, herein "System", for redundant security. The Purchasing Department shall utilize the System for all contracts that originate through the Purchasing Department.

Each Department, through a designated employee shall have access to the System and contract data with read-only permissions. This access is provided to allow for review of documents and tracking of contract dates and vendor performance records.

Additionally, the Purchasing Department recognizes that other County departments also originate contracts, such as the Legal Department, and may have need of the System. The Purchasing Department shall make every effort to provide access credentials for full use of System to those departments that need it.

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SECTION 13

RECEIPT OF GOODS

A. Verify Order

Since the County does not have centralized receiving, Departments receive items. When a shipment is received, the employee receiving the shipment should perform the following steps:

- Open the shipment promptly (within 24 hours) and inspect the shipment.
- Verify that the order belongs to their department by matching the Purchase Order number assigned in Oracle to the Purchase Order number on the delivery slip. If there is no purchase order number and it does not belong to your Department, the Purchasing Department may be contacted to help identify where it should be delivered.
- Compare the actual items and quantities delivered to the items and quantities on the delivery slip and match it with the items and quantities on the Purchase Order. Note any differences in quantity and any items that have been back ordered.
- Verify whether shipping (if charged) is applicable or not.
- If the item received is a fixed asset that must be tracked and reported, department(s) must contact the Auditor's Office so it can be added to the asset database.

If there are differences or items are back ordered, department contacts the vendor to resolve the issue. If there are no differences, department receives all items and submit payment request to Accounts Payable. If there are issues with the order which cannot be resolved by the user department, involve the Purchasing Department for assistance.

B. Damaged Goods

When a shipment arrives, the user department must inspect the condition of all cartons. If freight is undamaged, the department receiving shipment should sign the freight bill. If freight is visibly damaged, the receiving Department must instruct the freight line driver to:

- Note the damage on the freight bill; and
- Sign the freight bill.

If there is concealed damage, save the shipping cartons so that the Purchasing Department can notify the freight line and request an "inspection and report of concealed damage." A receiving report noting the damage should be completed.

All boxes and packing materials should be kept in the event of visibly damaged and concealed damage freight shipments. Damaged freight must be reported to the freight line within 15 days after delivery. After 15 days, the freight line is no longer liable for the damage.

All goods not received properly or not in compliance with the contract should be documented and reported to the Purchasing Department as soon as possible so that the vendor can be notified and instructed as to corrective action.

Damaged goods should not be returned to the freight line, or the vendor, unless specifically requested to do so and then only if a claim has been filed or if authorization has been given by the vendor and/or the Purchasing Department.

SECTION 14

FIXED ASSETS

A. General Information

Texas Local Government Code Sec. 112.002 states that the County Auditor shall prescribe the system of Accounting for the County. Consequently, it is the responsibility of the County Auditor to create and maintain the Williamson County Asset Policy which is located at the County Auditor SharePoint Portal at the following link:

https://wilco365.sharepoint.com/AuditorsPortal/SitePages/Home.aspx

It is the responsibility of the Purchasing Agent, on July 1 of each year, to file with the County Auditor and each of the members of the Commissioners Court an inventory of all property on hand belonging to the County and each subdivision.

B. Disposal of Salvage and Surplus Property

The Texas Local Government Code 263.152 dictates the Disposition of Salvage and Surplus Property.

The Auditors Office handles a portion of the process, such as tracking of the assets and ensuring that the correct forms are sent to the Purchasing Department for placing transactions on the Commissioners Court agenda, if applicable, each week.

Texas Local Government Code subsection 262.011 (j) requires the County Purchasing Agent, with the approval of the Commissioners Court, to transfer County supplies, materials and equipment from a subdivision, department, officer or employee of the County that are not needed or used by another subdivision, department, officer or employee requiring the supplies or materials or use of the equipment. The County Purchasing Agent shall furnish to the County Auditor a list of the transferred supplies, material and equipment.

It is the responsibility of the Purchasing Agent, on July 1 of each year, to file with the County Auditor and each of the members of the Commissioners Court an inventory of all property on hand belonging to the County and each subdivision.

1. Delegation of Authority for certain items

The Purchasing Agent has been delegated authority by the Commissioners Court to transfer or dispose of the following items without having to return them to Commissioners Court for approval:

- Personal property (not real property);
- Items damaged beyond reasonable repair or which would be a hazard to the public if sold in an auction;
- Items which will be sold through auction or destroyed;
    - Disposable items (i.e. furniture, supplies),
    - Items of low value which would not generate any revenue if sold in auction.
- Trade-Ins (items traded in as a discount for a new asset or an asset which malfunctioned and was replaced by the manufacturer with the same item).

2. Items requiring Commissioners Court approval before disposal or transfer

The following items are **not** included in the delegated authority given to the Purchasing Agent and will be sent through Commissioners Court for approval:

- Large or Capital Assets which may have a budgetary impact on the receiving department;
- Real Property;
- Vehicles;
- Computers, laptops, tablets or other technology related items;
- Large quantity of items (i.e. large number of furniture of the same kind, furniture collection of an entire office or building etc.);
- Donations;
- Lost or stolen items;
- Items requested by Commissioners Court.

This delegation of authority does not include abandoned property such as evidence or items from law enforcement investigations or legal cases which will be disposed of through a separate process administered by the Sheriff's Office. All items will be separately recorded according to their funding (i.e. General Fund items, Road and Bridge Fund items) to avoid comingling of budgeted funds.

3. Online Auction

a. Procedure

Williamson County utilizes GovDeals, Rene Bates, and PropertyRoom (Sheriff's Office only) as its online auctioneers. The Fleet Department processes auction requests for vehicles. The Warehouse Manager manages all other auction items except seized and stolen property which are handled by the Sheriff's Office.

Before each online auction the Purchasing Department advertises in the newspaper in accordance to TLGC 263.153. The remaining online auction process is handled by the Williamson County Warehouse staff.

b. Advertising process

When advertising for Auctions, Departments must first have a list of assets being auctioned to the Auditor's Office. The Fleet Department and the Warehouse which is part of the ITS department may assist in providing specifics to the items related to their area of responsibility. Following are instructions for advertisement:

The Warehouse auction runs for two (2) weeks beginning on Wednesday and ending on a Wednesday. As per Texas Local Government Code 263.153 - the Purchasing Department, under direction of the Commissioners Court, publishes a notice of sale of surplus or salvage property in at least one newspaper of general circulation in the County if the estimated value of surplus or salvage property exceeds $500.

The notice is published after the 30th day but before the 10th day before the date of the sale.

For all property with the estimated value of not more than $500 the requirement of publishing a newspaper advertisement is waived as the posting on the licensed auctioneer's site for at least ten (10) days, unless the property is sold before the 10th day, is sufficient.

To ensure timely processing by the paper, the Purchasing Department will attempt to send the list of items one (1) week prior to the first ad scheduled or as soon as the list is received by the Purchasing Department. Items may be summarized in groups and specific details are not necessary.

Commissioners Court - Regular Session **43.**

Meeting Date: 05/02/2023

Mission Economic Development Corporation Tax Exempt Bonds-Waste Management

Submitted By: Julie Kiley, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take any appropriate action regarding adopting an order relating to a public hearing and approving financing by Waste Management, Inc. and related matters in compliance with Section 501.159 of the Texas Development Corporation Act, Texas Local Government Code, chapter 501 and with Section 147(f) of the Internal Revenue Code (Note: The proposed resolution approving the bonds does not create any liability for Williamson County).

Background

Attached is a document that provides the details regarding this bond issuance. Waste Management, Inc. (“Waste Management”) has requested the Mission Economic Development Corporation (“MEDC”) issue $50,000,000 of tax-exempt bonds as part of a $100,000,000 three-year plan of finance for capital improvements at eight (8) facilities in Texas, including their facility located in Williamson County. Section 147(f) of the Internal Revenue Code provides the bonds must be approved by: (1) the governmental entity which issued such bond, or on behalf of which such bond was issued; and (2) generally, each governmental entity having jurisdiction over the area in which the facility financed by the proceeds of such bond is located. Item (2) is where Williamson County is involved because one of the facilities is located in Williamson County. The approval must include a public hearing following reasonable public notice of the bond issuance. This requirement is commonly known as the "TEFRA requirement" because it was originally added to the Code by the Tax Equity and Fiscal Responsibility Act of 1982 (TEFRA). Documentation supporting the notice and public hearing is attached. The bonds are not a liability of Williamson County.Further, in order to permit Waste Management to use proceeds of tax-exempt Bonds for the solid waste disposal facilities located in the County, approval of the Commissioners Court is required: (i) under Texas law (for the MEDC Issuer’s Bonds) pursuant to the Development Corporation Act, Local Government Code, Chapter 501, as amended, which may be telephonic. A telephonic public hearing was held on April 6, 2023, and the Certificate of Public Hearing Officer is attached to the Order.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Letter To Williamson County Mission Economic Development Corp-Waste Management

Certificate and Order Mission Economic Development Corp-Waste Management

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	04/27/2023 09:36 AM
Form Started By: Julie Kiley		Started On: 04/26/2023 02:40 PM
Final Approval Date: 04/27/2023		

BRACEWELL

March 28, 2023

The Honorable Bill Gravell
County Judge of Williamson County, Texas
710 Main Street
Georgetown, TX 78626

Re: Approval of Tax-Exempt Bonds To Be Issued on Behalf of Waste Management, Inc. — Proposed Order of Commissioner's Court

Dear Judge Gravell:

Enclosed is a proposed Order of the Williamson County Commissioners Court relating to the approval required in connection with the proposed issuance by the Mission Economic Development Corporation (the "Issuer") of its Solid Waste Disposal Revenue Bonds (Waste Management, Inc. Project) Series 2023 (the "Bonds").

At the request of Waste Management, Inc. ("Waste Management"), the Issuer proposes to issue the Bonds and loan the proceeds thereof to Waste Management to provide funds to finance the costs of improvements to certain solid waste disposal facilities, including certain facilities located in Williamson County as described in the proposed Order.

In order to permit Waste Management to use proceeds of tax-exempt Bonds for the solid waste disposal facilities located in your County, approval of the County Commissioners Court is required under Texas law pursuant to the Development Corporation Act, Local Government Code, Chapter 501, as amended, and approval of either the Commissioners Court or the County Judge is required under federal tax law pursuant to Section 147(f) of the Internal Revenue Code of 1986, as amended.

As expressly stated in the Order, the approval of the County is not to be construed as a representation or warranty or other undertaking of any kind by the County with respect to the Bonds or the solid waste disposal facilities, and the County will not be obligated to pay the Bonds or otherwise incur any liability in respect thereof. Rather, the approval is to be granted solely for purposes of complying with Texas law and federal tax law.

Please let me know if you or any of the Commissioners have any comments or questions regarding the proposed Order. I can be reached at (713) 221-1346 or cristy.edwards@bracewell.com. Thank you for your assistance.

Very truly yours,

Cristy Edwards

Enclosures

T: 713.221.1346
711 Louisiana Street, Suite 2300, Houston, Texas 77002-2770

CERTIFICATE FOR ORDER

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

I, the undersigned County Clerk of Williamson County, Texas, hereby certify as follows:

1. The Commissioners Court of Williamson County, Texas, convened in regular meeting on May 2, 2023, at the regular meeting place thereof, within said County, and the roll was called of the duly constituted officers and members of said Commissioners Court and the County Clerk, to wit:

Bill Gravell	County Judge
Terry Cook	Commissioner, Precinct 1
Cynthia Long	Commissioner, Precinct 2
Valerie Covey	Commissioner, Precinct 3
Russ Boles	Commissioner, Precinct 4

and all of said persons were present except for _____, thus constituting a quorum. Whereupon, among other business, the following was transacted at said meeting: a written

ORDER WITH RESPECT TO WASTE MANAGEMENT, INC. PROJECT

was duly introduced for the consideration of said Commissioners Court. It was then duly moved and seconded that said order be adopted; and, after due discussion, said motion, carrying with it the adoption of said order, prevailed and carried by the following vote:

AYES: ____;

NOES: ____;

ABSTENTIONS: ____ .

2. A true, full and correct copy of the aforesaid order adopted at the meeting described in the above and foregoing paragraph is attached to and follows this certificate; said order has been duly recorded in said Commissioners Court's minutes of said meeting; the above and foregoing paragraph is a true, full and correct excerpt from said Commissioners Court's minutes of said meeting pertaining to the adoption of said order; the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of said Commissioners Court as indicated therein; each of the officers and members of said Commissioners Court was duly and sufficiently notified officially and personally, in advance, of the date, hour, place and purpose of the aforesaid meeting, and that said order would be introduced and considered for adoption at said meeting, and each of said officers and members consented, in advance, to the holding of said meeting for such purpose; and said meeting was open to the public as required by law; and public notice of the date, hour, place and subject of said meeting was given as required by the Texas Open Meetings Act, Chapter 551, Texas Government Code, as amended.

SIGNED AND SEALED this May ___, 2023

_____
County Clerk

(SEAL)

ORDER WITH RESPECT TO

WASTE MANAGEMENT, INC.

PROJECT

WHEREAS, WASTE MANAGEMENT, INC. and its subsidiaries or affiliates (collectively, the "Company") own and operate various solid waste disposal facilities throughout the State of Texas (collectively, the "Facilities"); and

WHEREAS, the Company has requested that Mission Economic Development Corporation (the "Issuer") issue its Mission Economic Development Corporation Solid Waste Disposal Revenue Bonds (Waste Management, Inc. Project) or similarly captioned bonds in one or more series (the "Bonds") to finance the costs of acquiring, constructing, equipping and/or improving the Facilities (collectively, the "Project"); and

WHEREAS, a portion of the Project consisting of the following site(s) is located in Williamson County, Texas (the "County"): 600 Landfill Road, Hutto, Texas 78634 (the "Local Portion of the Project"); and

WHEREAS, the aggregate maximum stated principal amount of the Bonds to be used to finance the Project is $100,000,000, and the aggregate maximum stated principal amount of the Bonds to be used to finance the Local Portion of the Project is $13,000,000; and

WHEREAS, in order for the Local Portion of the Project to be financed with the proceeds of the Bonds, the Commissioners Court (the "Commissioners Court") of the County must request that the Issuer exercise its powers within the County for the purpose of issuing such Bonds to finance the Local Portion of the Project, such request being intended to satisfy the requirements of Section 501.159 of the Texas Development Corporation Act, Texas Local Government Code, Chapter 501, as amended (the "Act"); and

WHEREAS, the Commissioners Court desires hereby to make such request of the Issuer and to take other actions to enable the Issuer to issue the Bonds and the Company to use the proceeds thereof to finance the Local Portion of the Project; and

WHEREAS, approval of the Commissioners Court or the County Judge as the "applicable elected representative" is also required in connection with the issuance of the Bonds as tax-exempt bonds, in order to satisfy the requirements of Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), and the Commissioners Court desires hereby to give such approval.

NOW, THEREFORE, BE IT ORDERED, ADJUDGED AND DECREED BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS:

Section 1. Third Party Financing. In order for the Local Portion of the Project to be financed as a part of the entire Project through the Issuer's issuance of the Bonds, the Issuer is hereby requested to exercise its powers within the County for the purpose of issuing such Bonds in one or more series over the next thirty-six months to finance the Local Portion of the Project (the "Plan of Finance"). This request is intended to satisfy the requirements of Section 501.159 of the Act.

Section 2. Public Hearing and Approval for Federal Tax Purposes. In order to comply with Section 147(f) of the Code, a public hearing has been held by or on behalf of the County, in which hearing members of the public were permitted to express their views with respect to the Project, the Plan of Finance

and the issuance of the Bonds for such purpose. Notice of such hearing was published no less than seven days prior to such hearing in a newspaper of general circulation available to residents of the County, and an affidavit of publication of such notice and a copy of such notice are each attached to Exhibit A hereto. Based upon the results of such hearing (as shown in the certificate of public hearing officer attached hereto as Exhibit A), and for purposes of complying with Section 147(f) of the Code, the Plan of Finance, including the issuance of the Bonds for the Local Portion of the Project, is hereby approved. If requested by bond counsel for the Bonds, the County Judge is hereby authorized and directed to execute a certificate certifying approval of the Plan of Finance and the Bonds for the Local Portion of the Project.

SECTION 3. DISCLAIMER OF LIABILITY. THE COUNTY, THE COMMISSIONERS COURT, THE COUNTY JUDGE AND ALL OTHER COUNTY OFFICIALS MAKE NO REPRESENTATION OR WARRANTY OF ANY KIND WHATSOEVER WITH RESPECT TO THE PROJECT OR THE ISSUANCE, CREDITWORTHINESS OR REPAYMENT OF THE BONDS TO BE ISSUED BY THE ISSUER WITH RESPECT TO THE PROJECT. UNDER NO CIRCUMSTANCES SHALL THE COUNTY HAVE ANY LIABILITY, FINANCIAL OBLIGATION OR RESPONSIBILITY OF ANY KIND WITH RESPECT TO THE PAYMENT OF BONDS ISSUED FOR THE PROJECT OR FOR THE CONSTRUCTION, MAINTENANCE, OPERATION OR ANY OTHER ASPECT OF THE PROJECT.

ADOPTED this May 2, 2023.

EXHIBIT A

CERTIFICATE OF PUBLIC HEARING OFFICER REGARDING PUBLIC HEARING

(attached)

CERTIFICATE OF PUBLIC HEARING OFFICER
REGARDING PUBLIC HEARING (INTERNAL REVENUE CODE § 147(f))

MISSION ECONOMIC DEVELOPMENT CORPORATION
SOLID WASTE DISPOSAL REVENUE BONDS
(WASTE MANAGEMENT, INC. PROJECT)

I, the undersigned, do hereby make and execute this certificate for the benefit of all persons interested in the plan of finance including the issuance of the above-referenced bonds in one or more series (the "Bonds").

I hereby certify as follows:

1. I am the duly appointed hearing officer for the public hearing which was held telephonically in connection with the proposed plan of finance including the issuance of the Bonds on the date and at the time indicated in the Notice of Public Hearing included in Schedule 1 attached hereto.

2. No less than seven days before the date of the public hearing, notice of the public hearing was published in a newspaper of general circulation available to residents of Williamson County, Texas, as evidenced by the Affidavit of Publication of the Notice of Public Hearing attached hereto as Schedule 1.

3. All persons appearing telephonically at the public hearing were given an opportunity to comment on the proposed plan of finance, including the issuance of the Bonds, and the project to be financed by the plan of finance. No such persons appeared or made comments except as is set forth on Schedule 2 attached hereto.

4. After giving all interested persons an opportunity to appear and comment, the public hearing was declared closed.

WITNESS MY HAND this 6th day of April, 2023.

By: Garrett Merville
Hearing Officer

Schedule 1 - Affidavit of Publication of the Notice of Public Hearing & Notice of Public Hearing
Schedule 2 - Names and Comments of Persons Attending Public Hearing

SCHEDULE 1

AFFIDAVIT OF PUBLICATION OF THE NOTICE OF PUBLIC HEARING & NOTICE OF PUBLIC HEARING

[ATTACHED]

LOCALiQ

Austin
American-Statesman

PO Box 631667 Cincinnati, OH 45263-1667

PROOF OF PUBLICATION

Bracewell Llp
Bracewell Llp
711 Louisiana Street, Suite 2300
Houston TX 77002

STATE OF TEXAS, COUNTIES OF BASTROP, BELL, BLANCO, BURNET, CALDWELL, COMAL, CORYELL, FAYETTE, GILLESPIE, GUADALUPE, HAYS, KERR, LAMPASAS, LEE, LLANO, MILAM, TRAVIS & WILLIAMSON

The Austin American Statesman, a newspaper that is generally circulated in the counties of Bastrop, Bell, Blanco, Burnet, Caldwell, Comal, Coryell, Fayette, Gillespie, Guadalupe, Hays, Kerr, Lampasas, Lee, Llano, Milam, Travis and Williamson, State of Texas, printed and published and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issues dated on:

ACO American Statesman 03/30/2023

and that the fees charged are legal.
Sworn to and subscribed before on 03/30/2023

Legal Clerk

Notary, State of WI, County of Brown

6/20/2025

My commision expires

Publication Cost:	$957.00		
Order No:	8630915	# of Copies:	
Customer No:	767635	1	
PO #:			

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

AMY KOKOTT
Notary Public
State of Wisconsin

NOTICE OF PUBLIC HEARING

MISSION ECONOMIC DEVELOPMENT CORPORATION
SOLID WASTE DISPOSAL REVENUE BONDS
(WASTE MANAGEMENT, INC. PROJECT)

Notice is hereby given of a telephonic public hearing to be held on behalf of Mission Economic Development Corporation (the "Issuer"), on April 6, 2023 at 10:30 a.m., with respect to a plan of finance including one or more series of bonds (the "Bonds") proposed to be issued by the Issuer. Interested parties may join the public hearing on the date and the time indicated above by dialing +1.855.282.6330 (US Toll Free) and, when prompted, entering the meeting code 25934028683#.

The Issuer proposes to issue the Bonds in an aggregate maximum stated principal amount of $100,000,000 as exempt facility bonds for solid waste disposal facilities pursuant to section 142(a)(6) of the Internal Revenue Code of 1986 (the "Code"). The proceeds of the Bonds will be loaned to Waste Management, Inc. and/or one or more subsidiaries or affiliates thereof (collectively, the "Borrower") for the purpose of financing capital improvements and equipment acquisitions related to the Borrower's solid waste disposal and collection operations, including facilities and operations located at any one or more of the following locations, in the aggregate maximum stated principal amounts at each location noted below: (i) 706 Landfill Road, Temple, Bell County, TX 76501 ($9,000,000); (ii) 8611 Covel Road, San Antonio, Bexar County, TX 78252 ($15,000,000); (iii) 1030 U.S. Highway 82 West, New Boston, Bowie County, TX 75570 ($8,000,000); (iv) 1600 Railroad Street South, Lewisville, Denton County, TX 75067 ($23,000,000); (v) 1201 N. Central Street, Ferris, Ellis County, TX 75125 ($20,000,000); (vi) 21000 E. Highway 6, Alvin, Galveston County, TX 77511 ($4,000,000); (vii) 19248 Hwy 105, Cleveland, Montgomery County, TX 77328 ($6,000,000); and (viii) 600 Landfill Rd., Hutto, Williamson County, TX 78634 ($13,000,000) (collectively, the "Project"). The initial owner and/or operator of the Project will be the Borrower.

All interested persons are invited to telephonically attend such public hearing and express their views with respect to the Project and the Bonds. Questions or requests for additional information may be directed to Lee McCormick (telephone: (214)256-3121; email: lmccormick@cdafinance.com). Any interested persons unable to attend the telephonic public hearing may submit their views in writing to Mr. McCormick at 6988 Lebanon Rd., Ste. 103, Frisco, Texas 75034 or by email to the address set forth above prior to the date scheduled for the hearing. This notice is published and the above-described hearing is to be held in satisfaction of the requirements of Section 147(f) of the Code regarding the public approval prerequisite to the exemption from federal income taxation of the interest on the Bonds.

03-30/2023

NOTICE OF PUBLIC HEARING

MISSION ECONOMIC DEVELOPMENT CORPORATION
SOLID WASTE DISPOSAL REVENUE BONDS
(WASTE MANAGEMENT, INC. PROJECT)

Notice is hereby given of a telephonic public hearing to be held on behalf of Mission Economic Development Corporation (the "Issuer"), on April 6, 2023 at 10:30 a.m., with respect to a plan of finance including one or more series of bonds (the "Bonds") proposed to be issued by the Issuer. Interested parties may join the public hearing on the date and the time indicated above by dialing +1.855.282.6330 (US Toll Free) and, when prompted, entering the meeting code 25934028683#.

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SCHEDULE 2

NAMES AND COMMENTS OF PERSONS ATTENDING PUBLIC HEARING

None.

Commissioners Court - Regular Session **44.**

Meeting Date: 05/02/2023

Approval of Services Contract for Tower Equipment Repair from TESSCO Inc., for Wireless Communications

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the Service Contract #2023191 between Williamson County and TESSCO, Inc. for the amount of $165,013.55, and exempting from the competitive bidding process requirements pursuant to the discretionary exemption as set forth under Texas Local Government Code 262.024(a)(3) [an item necessary because of unforeseen damage to public property] and authorizing the execution of the contract.

Background

The Williamson County communications tower equipment has sustained additional damages from Storm Mara that was not detected until the climbers were able to climb the towers a conduct a more thorough assessment. This quote is for equipment and replacement parts only. Legal, Contract Audit, IT, Budget and Risk Management have reviewed this quote. The budget line is 01.0507.0507.004987 FY23. The point of contract is Thomas Piche.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Tessco Service Agreement and Quote Redacted

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	04/26/2023 07:08 PM
County Judge Exec Asst.	Becky Pruitt	04/27/2023 09:06 AM
Form Started By: Mary Watson		Started On: 04/20/2023 09:36 AM
Final Approval Date: 04/27/2023		

WILLIAMSON COUNTY
SERVICES CONTRACT
(TESSCO Incorporated)

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasicontractual terms are subject to the extent authorized by Texas law, including but not limited to the Texas Constitution, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

THIS SERVICES CONTRACT (hereinafter "Contract") is made and entered into by and between **Williamson County, Texas** ("County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **TESSCO Incorporated** (hereinafter "Service Provider"), both of which are referred to herein as the parties. The County agrees to engage Service Provider as an independent contractor, to provide certain services pursuant to the following terms, conditions, and restrictions:

I.

Services: Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he, she or it is not an employee of the County. The services include, but are not limited to, the services and work described in the attached Quote being marked as **Exhibit "A,"** which is incorporated herein to the extent the Quote meets or exceeds the requirements of County's solicitation, if applicable.

Should the County choose to add services in addition to those described in **Exhibit "A"**, such additional services shall be described in a separate written amendment to this Contract wherein the additional services shall be described, and the parties shall set forth the amount of compensation to be paid by the County for the additional services. Service Provider shall not begin any additional services and the County shall not be obligated to pay for any additional services unless a written amendment to this Contract has been signed by both parties.

Service Provider represents that Service Provider (including Service Provider's agents, employees, volunteers, and subcontractors, as applicable) possess all certifications, licenses, inspections, and permits required by law to carry out the services and work described in **Exhibit "A."** The Service Provider shall, upon written (including electronic) request, provide proof of valid licensure.

II.

Effective Date and Term: This Contract shall be in full force and effect as of the date

of the last party's execution below and shall continue until the Project Completion Date set out on the signature page hereinbelow or when terminated pursuant to this Contract, whichever event occurs first.

III.

Consideration and Compensation: Service Provider will be compensated based on a fixed sum for the specific project herein. The amount of compensation paid to Service Provider for the services shall be capped and paid in the amount set out in **Exhibit "A"** upon final completion of the services as determined by County. Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date the County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by the County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of the County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

IV.

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

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

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

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

Aggregate policy limits:	$2,000,000

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

COVERAGE	PER PERSON	PER OCCURRENCE
Bodily injury (including death)	$1,000,000	$1,000,000
Property damage	$1,000,000	$1,000,000
Aggregate policy limits		No aggregate limit

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

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

V.

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

VI.

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

BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

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

VII.

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

VIII.

Compliance With All Laws: Service Provider agrees and will comply with any and all local, state or federal requirements with respect to the services rendered. Any alterations, additions, or deletions to the terms of the Contract that are required by changes in federal, state or local law or regulations are automatically incorporated into the Contract without written amendment hereto, and shall become effective on the date designed by such law or by regulation.

IX.

Termination: This Contract may be terminated at any time at the option of either party, without future or prospective liability for performance, upon giving thirty (30) days written notice thereof. The County reserves the right to extend this period if it is in the best interest of the County. In the event the County exercises its right to terminate without cause, it is understood and agreed that only the amounts due to Service Provider for goods, commodities and/or services provided, and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for the County's termination for convenience.

The County also reserves the right to terminate the Contract for default if Service Provider breaches any of the Contract specifications, terms and conditions, including warranties of the Service Provider, if any, or if the Service Provider becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies the County may have at law or in equity or as may otherwise be provided hereunder. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all other requirements to the County's satisfaction, and/or to meet all other obligations and requirements.

X.

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

XI.

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

XII.

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

XIII.

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

XIV.

No Assignment: Service Provider may not assign this Contract.

XV.

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

XVI.

Foreign Terrorist Organizations: Service Provider represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

XVII.

Public Information: Service Provider understands that County will comply with the Texas Public information Act as interpreted by judicial ruling and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with this Purchase Order or any resulting contract may be subject to public disclosure pursuant to the Texas Public Information Act.

XVIII.

Damage to County Property: Service Provider shall be liable for all damage to county-owned, leased, or occupied property and equipment caused by Service Provider and its employees, agents, subcontractors, and suppliers, including any delivery or transporting company, in connection with any performance pursuant to this Contract. Service Provider shall notify County in writing of any such damage within one (1) calendar day.

XIX.

Media Releases: Service Provider shall not use County's name, logo, or other likeness in any press release, marketing materials, or other announcement without the County's prior written approval.

XX.

Entire Contract & Incorporated Documents; Conflicting Terms: This Contract constitutes the entire Contract between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated into this Contract include the following:

A. As described in the attached Quote, and being marked **Exhibit "A,"** which is incorporated to the extent the Quote meets or exceeds the requirements of County's solicitation, if applicable;
B. The cooperative purchasing contract or agreement applicable to this Contract, if any, set out on the signature page hereinbelow; and
C. Insurance certificates evidencing coverages required herein above.

The County reserves the right and sole discretion to determine the controlling provisions where there is any conflict between the terms of this Contract and the terms of any other purchase order(s), contract(s) or any document attached hereto as exhibits relating to the services and goods subject of this Contract.

XXI.

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

XXII.

REQUIRED FEMA CONTRACT PROVISIONS

The undersigned Service Provider agrees to comply with the following FEMA Required Contract Provisions to the extent that such provisions are applicable under the Contract. For purposes of these FEMA Required Contract Provisions, any reference to "Contractor" shall also mean and include "Service Provider" under this Contact.

SECTION I. EQUAL EMPLOYMENT OPPORTUNITY

a. The following Section (Equal Employment Opportunity) is applicable for construction contracts.

   i. Construction Work. The regulation at 41 C.F.R.§60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

b. During the performance of this contract, the contractor agrees as follows:

   1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor 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, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

      Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

   2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

   3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an

employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

4. The contractor will send to each labor union or representative of workers, with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor.

The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

SECTION II. DAVIS-BACON ACT (*Applicable for Construction Contracts over $2,000*)

a. All transactions regarding this Contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements

of 29 C.F.R. pt. 5 as may be applicable. The Contract Recipient shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

c. Additionally, contractors are required to pay wages not less than once a week.

SECTION III. COPELAND ANTI-KICKBACK ACT (*Applicable for Construction Contacts over $2,000*)

a. Contractor. The contractor shall comply with 18 U.S.C. §874, 40 U.S.C.§3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in C.F.R. § 5.122.

SECTION IV. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

a. The following Section (Contract Work Hours and Safety Standards Act) is applicable for contracts awarded in excess of $100,000 that involve the employment of mechanics or laborers.

b. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

c. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours

without payment of the overtime wages required by the clause set forth in paragraph (b) of this section.

d. Withholding for unpaid wages and liquidated damages. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (c) of this section.

e. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b) through (e) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b) through (e) of this section.

SECTION V. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT *(Applicable to Contracts over $150,000)*

a. Clean Air Act:

   i. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.*

   ii. The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional office.

   iii. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA.

b. Federal Water Pollution Act:

   i. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 *et seq.*

   ii. The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional office.

iii. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA.

SECTION VI. DEBARMENT AND SUSPENSION (*Applicable to Contracts over $25,000*)

a. This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

b. The contractor must comply with 2 C.F.R. Part 180, subpart C and 2C.F.R Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

c. This certification is a material representation of fact relied upon by County. If it is later determined that the contractor did not comply with 2 C.F.R Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to the remedies available to County, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

SECTION VII. BYRD ANTI-LOBBYING AMENDMENT (Applicable to Contracts over $100,000)

a. Contractors who apply or bid for an award of more than $100,000 shall file the required certification with the County. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

SECTION VIII. PROCUREMENT OF RECOVERED MATERIALS (*Applicable to Contracts over $10,000 and involves use of certain materials designated by EPA*)

a. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

i. Competitively within a timeframe providing for compliance with the contract performance schedule;

ii. Meeting contract performance requirements; or

iii. At a reasonable price.

b. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage: https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program.

c. Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

SECTION IX. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

a. Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause.

b. Prohibitions:

i. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. §200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

ii. Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan agreement from the Federal Emergency Management Agency to:

1. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system, or as critical technology of any system;

2. Enter into, extend, or renew a contact to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

3. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

4. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

c. Exceptions:

i. This clause does not prohibit contractors from providing:

1. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

2. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

ii. By necessary implication and regulation, the prohibitions also do not apply to:

1. Covered telecommunications equipment or services that:

a. Are not used as a substantial or essential component of any system; and

b. Are not used as critical technology of any system.

2. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

d. Reporting Requirement.

i. In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contact performance, or the contractor is notified of such by a subcontractor as any tier or by any other source, the contractor shall report the information in paragraph (d)(ii) of this clause to the recipient or subrecipient, unless elsewhere in this contact are established procedures for reporting the information.

ii. The Contractor shall report the following information pursuant to paragraph (d)(i) of this clause:

1. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known) supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number; or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

2. Within 10 business days of submitting the information in paragraph (d)(ii)(1) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or

submission od covered telecommunications equipment or services.

e. Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

SECTION X. DOMESTIC PREFERENCES FOR PROCUREMENTS

a. As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

b. For purposes of the clause:

   i. Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

   ii. Manufactured products means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastic and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

[SIGNATURE PAGE TO FOLLOW]

WITNESS that this Contract shall be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY:	**SERVICE PROVIDER:**
_____	TESSCO Incorporated
Authorized Signature	Name of Service Provider
_____	_____ *
Printed Name	Authorized Signature
Date: _____ ____, 20____	Cynthia L. King
	Printed Name
	Date: April 26, 2023

Project Completion Date: The Services set out in **Exhibit "A"** shall be completed by Service Provider on or before August 31, 2023

Cooperative Purchasing Contract or Agreement (if applicable):_____

*Signed subject to the following:
Warranty: OEM Warranty will apply and will be the sole warranty for the products.
Pricing: Pricing quoted is valid for 30 days. Tessco will use commercially reasonable efforts to maintain the offered pricing until product is purchased by Buyer.

Exhibit A

tessco

QUOTATION

Date: 04/12/2023

TESSCO Incorporated
11126 McCormick Road |
Hunt Valley, MD | 410.229.1000
USA

Prepared By: PINOND

USA, Canada, Mexico :
TEL 1-800-472-7373

All other Countries :
TEL 1-410-229-1200
FAX 1-410-229-1480

SOLD TO: 2100038147
Williamson County Wireless Division
Wireless Division
3171 SE Innerloop
Georgetown TX 78626

Contact: Rick Akins
Telephone:

SHIP TO: 2100038147
Williamson County Wireless Division
Wireless Division
3171 SE Innerloop
Georgetown TX 78626

Valid From: 04/12/2023
Valid To: 05/12/2023

Tessco will use commercially reasonable efforts to hold pricing for 30 days.

Customer Reference: GSA # GS-35F-0548P
Quotation Number: [redacted]

Payment Terms: Net 30 Days
Estimated Weight: 11,651.646 LB
Ship Via: 3 day service

Tessco SKU	UOM	Description	MFG Part No.	Order QTY	Unit Price	Ext. Price
[redacted]	FT	[redacted]	[redacted]	430	13.94	5,994.20
[redacted]	FT	[redacted]		430	0.00	0.00
[redacted]	FT	[redacted]	[redacted]	430	0.00	0.00
This is a non-cancelable, non-returnable item and will be ordered specially for you. Please allow for extended delivery.						
[redacted]	EA	[redacted]	[redacted]	1	0.00	0.00
[redacted]	EA	[redacted]	[redacted]	1	0.00	0.00
This is a non-cancelable, non-returnable item and will be ordered specially for you. Please allow for extended delivery. This custom service work may require additional time depending on quantities ordered.						
[redacted]	FT	[redacted]	[redacted]	310	13.94	4,321.40

This Quote is governed by the current signed agreement between the parties. If such an agreement does not exist, the following terms apply: www.tessco.com/go/te
Products affected by duties, taxes, tariffs and other fees subject tochange at any time. Tessco will use commercially reasonable efforts to hold pricing for 30 days.

Tessco SKU	UOM	Description	MFG Part No.	Order QTY	Unit Price	Ext. Price
[redacted]	FT	[redacted]		310	0.00	0.00
[redacted]	FT	[redacted]	[redacted]	310	0.00	0.00
This is a non-cancelable, non-returnable item and will be ordered specially for you. Please allow for extended delivery.						
[redacted]	EA	[redacted]	[redacted]	1	0.00	0.00
[redacted]	EA	[redacted]	[redacted]	1	0.00	0.00
This is a non-cancelable, non-returnable item and will be ordered specially for you. Please allow for extended delivery. This custom service work may require additional time depending on quantities ordered.						
[redacted]	FT	[redacted]	[redacted]	610	13.94	8,503.40
[redacted]	FT	[redacted]		610	0.00	0.00
[redacted]	FT	[redacted]	[redacted]	610	0.00	0.00
This is a non-cancelable, non-returnable item and will be ordered specially for you. Please allow for extended delivery.						
[redacted]	EA	[redacted]	[redacted]	1	0.00	0.00
[redacted]	EA	[redacted]	[redacted]	1	0.00	0.00
This is a non-cancelable, non-returnable item and will be ordered specially for you. Please allow for extended delivery. This custom service work may require additional time depending on quantities ordered.						
[redacted]	FT	[redacted]	[redacted]	560	13.94	7,806.40
[redacted]	FT	[redacted]		560	0.00	0.00

This Quote is governed by the current signed agreement between the parties. If such an agreement does not exist, the following terms apply: www.tessco.com/go/te
Products affected by duties, taxes, tariffs and other fees subject tochange at any time. Tessco will use commercially reasonable efforts to hold pricing for 30 days.

[redacted]	FT	[redacted]	[redacted]	560	0.00	0.00
This is a non-cancelable, non-returnable item and will be ordered specially for you. Please allow for extended delivery.						
[redacted]	EA	[redacted]	[redacted]	1	0.00	0.00
[redacted]	EA	[redacted]	[redacted]	1	0.00	0.00
This is a non-cancelable, non-returnable item and will be ordered specially for you. Please allow for extended delivery. This custom service work may require additional time depending on quantities ordered.						
[redacted]	FT	[redacted]	[redacted]	430	13.94	5,994.20
[redacted]	FT	[redacted]		430	0.00	0.00
[redacted]	FT	[redacted]	[redacted]	430	0.00	0.00
This is a non-cancelable, non-returnable item and will be ordered specially for you. Please allow for extended delivery.						
[redacted]	EA	[redacted]	[redacted]	1	0.00	0.00
[redacted]	EA	[redacted]	[redacted]	1	0.00	0.00
This is a non-cancelable, non-returnable item and will be ordered specially for you. Please allow for extended delivery. This custom service work may require additional time depending on quantities ordered.						
[redacted]	FT	[redacted]	[redacted]	500	13.94	6,970.00
[redacted]	FT	[redacted]		500	0.00	0.00
[redacted]	FT	[redacted]	[redacted]	500	0.00	0.00
This is a non-cancelable, non-returnable item and will be ordered specially for you. Please allow for extended delivery.						

This Quote is governed by the current signed agreement between the parties. If such an agreement does not exist, the following terms apply: www.tessco.com/go/te
Products affected by duties, taxes, tariffs and other fees subject tochange at any time. Tessco will use commercially reasonable efforts to hold pricing for 30 days.

[redacted]	EA	[redacted]	[redacted]	1	0.00	0.00
[redacted]	EA	[redacted]	[redacted]	1	0.00	0.00
This is a non-cancelable, non-returnable item and will be ordered specially for you. Please allow for extended delivery. This custom service work may require additional time depending on quantities ordered.						
[redacted]	FT	[redacted]	[redacted]	560	13.94	7,806.40
[redacted]	FT	[redacted]		560	0.00	0.00
[redacted]	FT	[redacted]	[redacted]	560	0.00	0.00
This is a non-cancelable, non-returnable item and will be ordered specially for you. Please allow for extended delivery.						
[redacted]	EA	[redacted]	[redacted]	1	0.00	0.00
[redacted]	EA	[redacted]	[redacted]	1	0.00	0.00
This is a non-cancelable, non-returnable item and will be ordered specially for you. Please allow for extended delivery. This custom service work may require additional time depending on quantities ordered.						
[redacted]	FT	[redacted]	[redacted]	600	13.94	8,364.00
[redacted]	FT	[redacted]		600	0.00	0.00
[redacted]	FT	[redacted]	[redacted]	600	0.00	0.00
This is a non-cancelable, non-returnable item and will be ordered specially for you. Please allow for extended delivery.						
[redacted]	EA	[redacted]	[redacted]	1	0.00	0.00

This Quote is governed by the current signed agreement between the parties. If such an agreement does not exist, the following terms apply: www.tessco.com/go/te
Products affected by duties, taxes, tariffs and other fees subject tochange at any time. Tessco will use commercially reasonable efforts to hold pricing for 30 days.

[redacted]	EA	[redacted]	[redacted]	1	0.00	0.00
This is a non-cancelable, non-returnable item and will be ordered specially for you. Please allow for extended delivery. This custom service work may require additional time depending on quantities ordered.						
[redacted]	EA	[redacted]	[redacted]	34	201.73	6,858.82
This is a non-cancelable, non-returnable item and will be ordered specially for you. Please allow for extended delivery.						
[redacted]	EA	[redacted]	[redacted]	87	40.25	3,501.75
[redacted]	EA	[redacted]	[redacted]	17	43.78	744.26
[redacted]	EA	[redacted]	[redacted]	17	24.76	420.92
[redacted]	FT	[redacted]	[redacted]	500	4.42	2,210.00
[redacted]	FT	[redacted]		500	0.00	0.00
[redacted]	FT	[redacted]	[redacted]	500	0.00	0.00
[redacted]	EA	[redacted]	[redacted]	1	0.00	0.00
[redacted]	EA	[redacted]	[redacted]	1	0.00	0.00
This is a non-cancelable, non-returnable item and will be ordered specially for you. Please allow for extended delivery.						
[redacted]	EA	[redacted]	[redacted]	9	26.36	237.24
[redacted]	EA	[redacted]	[redacted]	11	7,668.79	84,356.69
This is a non-cancelable, non-returnable item and will be ordered specially for you. Please allow for extended delivery.						

#91,233.62

This Quote is governed by the current signed agreement between the parties. If such an agreement does not exist, the following terms apply: www.tessco.com/go/te
Products affected by duties, taxes, tariffs and other fees subject tochange at any time. Tessco will use commercially reasonable efforts to hold pricing for 30 days.

[redacted]	EA	[redacted]	[redacted]	11	472.65	5,199.15

This is a non-cancelable, non-returnable item and will be ordered specially for you. Please allow for extended delivery.

GSA CONTRACT # GS-35F-0548P

Lead times are estimated. Please contact us if improved lead times are required. Availability is subject to change. A PO is required to reserve stock.

To confirm price and availability, build a Worksheet on <www.tessco.com> for your current, everyday lowest total cost.

Based on Pricing level at time of request.

Subtotal:	159,288.83
Delivery and Handling:	5,724.72
TX Sales Tax:	0.00
TOTAL:	165,013.55

Currency: United States Dollar

This Quote is governed by the current signed agreement between the parties. If such an agreement does not exist, the following terms apply: www.tessco.com/go/te
Products affected by duties, taxes, tariffs and other fees subject tochange at any time. Tessco will use commercially reasonable efforts to hold pricing for 30 days.

Commissioners Court - Regular Session **45.**

Meeting Date: 05/02/2023

ESD #4 ILA

Submitted By: Michael Knipstein, EMS

Department: EMS

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding the approval of an Interlocal Agreement between Williamson County and Williamson County Emergency Services District No. 4 for the establishment of EMS ambulance and personnel housing at Liberty Hill Fire Station No.2.

Background

This establishes an Interlocal Agreement with Williamson County ESD #4 to house a WilCo EMS ambulance and personnel at Liberty Hill Fire Station #2 located at 22799 Ronald W. Reagan Blvd. Funding is approved in the FY23 EMS budget – 0100.0540.004712. The agreement has been reviewed by WilCo legal and approved by Williamson County ESD #4 board. Department contact is Mike Knipstein.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

EMS - ESD #4 ILA

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	04/26/2023 08:40 AM
County Judge Exec Asst.	Becky Pruitt	04/26/2023 04:14 PM
Form Started By: Michael Knipstein		Started On: 04/26/2023 07:50 AM
Final Approval Date: 04/26/2023		

INTERLOCAL AGREEMENT
BETWEEN
WILLIAMSON COUNTY
AND
WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 4
FOR
ESTABLISHING EMS AMBULANCE AND PERSONNEL HOUSING
AT
THE LIBERTY HILL FIRE STATION NO. 2
(22799 Ronald W. Reagan Blvd.)

THIS AGREEMENT ("Agreement") is made and entered into by and between Williamson County, a political subdivision of the State of Texas (the "County"), and Williamson County Emergency Services District No. 4 ("ESD No. 4"), for establishing housing of County Emergency Medical Services ("EMS) and Personnel in the Liberty Hill Fire Station No. 2 ("Station"). The County and ESD No. 4 are referred to collectively herein as the "Parties," or individually as a "Party."

WITNESSETH:

WHEREAS, this Agreement is authorized by Chapter 791 of the Texas Government Code; and

WHEREAS, the Parties are local governments as that term is defined in Section 791.011 of the Texas Government Code; and

WHEREAS, the Parties find that this Agreement is necessary for the benefit of the public; that each Party has the legal authority to perform and to provide the governmental function or service which is the subject matter of this Agreement; that any division of cost fairly compensates the performing Party for services performed under this Agreement; and the performance of this Agreement is in the common interest of both Parties; and

WHEREAS, the County desires to house Emergency Medical Services ("EMS") crews at a certain Liberty Hill Fire Station, specifically, Fire Station No. 2 located at 22799 Ronald W. Reagan Blvd, Liberty Hill, Texas; (the "Station") while such crews are not actively responding to an EMS call for service; and

WHEREAS, the County's ability to house EMS crews at the Station will enable County EMS crews to more effectively respond to locations that are in close proximity to the Station; and

WHEREAS, ESD No. 4 currently has available an area at the Station to serve the needs of a County EMS crew; and

WHEREAS, ESD No. 4 is willing to provide an area at the Station to the County as set forth herein and the County desires to occupy such area at the Station for the purposes set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the undersigned Parties agree as follows:

II. TERMS AND CONDITIONS

A. Primary Obligations of ESD No. 4. ESD No. 4 agrees to provide the County with the following:

1. One covered vehicle bay at the Station to house one County EMS ambulance;
2. The sole use of two bedrooms, one office space, an area in the vehicle bay for oxygen storage, and storage area for medical supplies; and
3. Reasonable shared use of one additional bedroom on an as needed basis if available and the reasonable usage of the common facilities in the Station, which shall include but not be limited to the dining area, day room(s), kitchen, laundry, supply closets, food locker, restrooms (bath/showers and toilets) as well as all amenities within the Station. ESD No. 4 shall determine, in cooperation with the County, what constitutes reasonable use by the County.

ESD No. 4 agrees to provide the County with the enjoyment and peaceful possession of the above-described areas during the term of this Agreement. In the event the above- described areas are not available in the Station, ESD No. 4 and County may agree upon alternative areas acceptable to both Parties.

B. Consideration. The County agrees to pay the amount of $300,000.00 toward the construction costs of an ambulance bay and provide any necessary improvements to the EMS sole occupied space to prepare same as move-in ready.

C. Payment of County's Financial Contribution: The County's payment shall be conditioned upon approval of funding for EMS personnel in the county's budget. Upon such final approval by the Williamson County Commissioners Court and notice of the budgetary approval by the County to ESD No. 4, an invoice may be issued by ESD No. 4 to the County for its contribution. Payment for any invoice is due within thirty (30) days of receipt by the County's Auditor. Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code.

D. Term. This Agreement shall be effective upon the approval of the governing bodies of County and ESD No. 4, signed by the authorized individuals ("Effective Date"), and shall continue in force for ten (10) years or until such times as either Party terminates the Agreement as provided herein. After that initial term, this Agreement will automatically renew for successive terms of one (1) year each unless otherwise terminated as set out herein.

E. Removal of County's Improvements. Upon the termination of this Agreement, County shall remove its personal property and may remove any of the improvements that the County made to the Station, so long as the removal of such improvements does not unreasonably damage the Station. In the event any damage is caused during the removal of such improvements, the County shall be obligated to repair or cause to be repaired any damage resulting from the removal of its improvements, normal wear and tear accepted.

F. Condition of the Station. The County shall not be responsible for maintaining and/or repairing: the Station's roof, foundation, parking, grounds, common areas, the structural soundness of the exterior walls, building exterior, electrical systems, plumbing systems, HVAC system, and all amenities within the Station. Except as noted above, the County shall repair, maintain and keep in a clean and neat condition all areas solely used by the County's EMS crew. The County and ESD No. 4 shall work in cooperation with one another in keeping the commonly used areas clean and neat.

G. Use of Premises. The County may only use the designated areas of the Station for the express purposes set forth herein. Use of the Station for any other purpose, shall require the written consent of ESD No. 4. The County shall not make any alterations, additions, or improvements to the Station without the prior written consent of ESD No. 4. This includes the installation of any equipment. The County shall permit ESD No. 4 to enter, inspect, and make such repairs to its designated areas of the Station as often as ESD No. 4 reasonably desires at any reasonable time. The County agrees that it is solely responsible for making, at its sole cost, any alterations, additions, or improvements that are mandated by any and all state, federal and local accessibility legal requirements and that become necessary due solely to the County's use of the Station ("accessibility alterations"). In the event any alterations, accessibility alterations, additions, or improvements in or to the Station are made necessary by reason of the special use and occupancy by County and, provided that ESD No. 4 grants its prior written permission to County regarding such alterations, accessibility alterations, additions or improvements, County agrees that it will make all such alterations, accessibility alterations, additions, and improvements in or to the Station at its own expense and in compliance with all building codes, ordinances, and governmental regulations pertaining to such work, use, or occupancy.

H. Utilities and Service. ESD No. 4 shall provide and maintain, at its sole cost, the mains, conduits and other facilities necessary to dispose of garbage, and will provide water, gas, electricity, telephone, cable, internet services and sewage service to the Station. If any of the equipment or machinery necessary or useful for the provision of any of the above services breaks down or for any cause ceases to function properly, ESD No. 4 shall use reasonable diligence to repair the same promptly. If any of the area solely occupied by a County's EMS crew is in need of maintenance or repairs as solely determined by ESD No. 4, the County shall be financially responsible for any maintenance and/or repairs other than the above-described services.

I. Damage or Injury. ESD No. 4 and County agree that if either of them is solely negligent in causing real or personal property damage or personal injury to the other that such Party

will pay for the actual cost and expenses incurred for such damage or injury to the extent permitted by law.

J. Default. Either Party's failure to comply with any provision of this Agreement shall be considered a default. In the event that either Party defaults under this Agreement, the non-defaulting Party shall give the defaulting Party written notice specifying such default. If the defaulting Party has not cured such default within thirty (30) days after its receipt of such written notice, or, if the default cannot with due diligence be cured within a 30-day period and the defaulting Party has not commenced and proceeded diligently to cure such default, then the non-defaulting Party may terminate this Agreement. It is not a waiver of default if the non-defaulting Party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this Agreement does not preclude pursuit of other remedies that may be available in this Agreement and/or under the law. The Parties have a duty to mitigate damages.

III. GENERAL PROVISIONS

A. Payments. Any payment made by a Party pursuant to this Agreement shall be made out of current revenues available to said Party as required by the Interlocal Cooperation Act. The Parties agree that there will be no monthly rental cost associated with this Agreement. Any payments for goods and services shall be governed by Chapter 2251 of the Texas Government Code, the Texas Prompt Payment Act.

B. Approval by Governing Bodies. This Agreement has been approved by the governing bodies of Williamson County and of ESD No. 4.

C. Tax Exempt. County 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 subject hereof are being secured for use by County. Exemption certificates will be provided upon request.

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

E. Notices. Any notice to be given hereunder shall be in writing and may be affected by personal delivery, in writing or by registered or certified mail, return receipt requested, addressed to the proper Party, at the following address:

ESD No. 4:	Williamson County Emergency Services District No. 4 301 Loop 332 Liberty Hill, Texas 78642
County:	Williamson County Judge 710 Main Street, Suite 101 Georgetown, Texas 78626
With Copy to:	Williamson County EMS c/o: Mike Knipstein, Director P.O. Box 873 Georgetown, Texas 78627

F. Venue and Governing Law. Each Party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in Williamson County, Texas. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

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

H. Termination for Convenience.

1.) The County may terminate this Agreement for convenience and without cause or further liability upon one hundred eighty (180) days written notice to ESD No. 4. Should the County terminate this Agreement for convenience and without cause, the County is not entitled to any reimbursement of the consideration provided under Paragraph II, Subsection B, above.

2.) Following the expiration of five (5) years from the date of occupancy of the Station by the County, the ESD No. 4 may terminate this Agreement for convenience with or without cause upon one hundred eighty (180) days written notice to County, and the ESD No. 4

would then be subject to the reimbursement provision set forth in Paragraph III, Subsection (I) of this Agreement.

3.) All Parties to the Agreement may terminate upon written mutual consent signed and dated by all Parties to this Agreement setting forth the agreed upon date of termination; and, in such case, there shall be no obligation for reimbursement of the consideration provided under Paragraph II, Subsection B, above.

4.) After the initial term of ten (10) years is completed, all Parties to the Agreement may terminate this Agreement for convenience and without cause or further liability upon one hundred eighty (180) days written notice to the other Party.

I. Reimbursement of Funds. Despite the agreed upon financial contribution by the County set forth above in Paragraph II, Subsection (B), ESD No. 4 agrees to return a pro rata portion of funds to the County of the monies distributed to ESD No. 4 if ESD No. 4 exercises its termination for convenience option during years six through ten (6-10) of the initial term. Specifically, one half of the County's financial contribution or $150,000.00 must be returned by ESD No. 4 if ESD No. 4 exercises termination for convenience or opts out in year six (6), and each subsequent year will be reduced by $30,000.00 in reimbursement obligation by ESD No. 4 if ESD No. 4 exercises its termination for convenience or opts out in years seven through ten (7-10) as follows: ESD No. 4 shall reimburse the County $120,000.00 if ESD No. 4 exercises termination for convenience or opts out in year seven (7); ESD No. 4 shall reimburse the County $90,000.00 if ESD No. 4 exercises termination for convenience or opts out in year eight (8); ESD No. 4 shall reimburse the County $60,000.00 if ESD No. 4 exercises termination for convenience or opts out in year nine (9); and ESD No. 4 shall reimburse the County $30,000.00 if ESD No. 4 exercises termination for convenience or opts out in year ten (10) without completing the initial term.

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

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

L. No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to the Parties, their past or present officers, employees, representatives, or agents nor to create any legal rights or claim on behalf of any third party. The Parties do 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.

M. Non-Appropriation and Fiscal Funding. The obligations of the Parties under this Agreement do not constitute a general obligation or indebtedness of either Party for which such Party is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that County shall have the right to terminate this Agreement at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination at the end of its then-current fiscal year.

N. No Agency Relationship: It is understood and agreed that County shall not in any sense be considered a partner or joint venture with ESD No. 4, nor shall any of the parties in any manner hold themselves out as an agent or official representative of The County.

O. Entire Agreement. This Agreement represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by each Party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

EXECUTED TO BE EFFECTIVE this 24 day of April, 2023.

WILLIAMSON COUNTY, TEXAS	WILLIAMSON COUNTY ESD NO. 4
By: _____	By: _____
Bill Gravell Jr.	Dan Clark
Title: Williamson County Judge	Title: Board President
Date: _____	Date: 4-24-2023

Commissioners Court - Regular Session **46.**

Meeting Date: 05/02/2023

Park Donations BA Rev 05-02-23

Submitted For: Melanie Denny **Submitted By:** Ganae Hempe, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

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

Background

This is for donation collections for January 2023 through March 2023. Donations include $237.00 in general donations.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.367403	Park Donations	237.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	04/27/2023 09:25 AM
Form Started By: Ganae Hempe		Started On: 04/24/2023 02:13 PM
Final Approval Date: 04/27/2023		

Commissioners Court - Regular Session **47.**

Meeting Date: 05/02/2023

Park Donations BA Exp 05-02-23

Submitted For: Melanie Denny **Submitted By:** Ganae Hempe, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

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

Background

This is for donation collections for January 2023 through March 2023. Donations include $237.00 in general donations.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0510.003670	Use of Donations	$237.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	04/27/2023 09:31 AM
Form Started By: Ganae Hempe		Started On: 04/26/2023 07:46 AM
Final Approval Date: 04/27/2023		

Commissioners Court - Regular Session **48.**

Meeting Date: 05/02/2023

NACO BA Rev 5-02-23

Submitted For: Melanie Denny **Submitted By:** Ganae Hempe, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenues for the NACo Prescription Discount Card Program.

Background

Williamson County has participated in the free medication discount card program made available through NACo since July 2008. This program provides to consumers an average discount of 24% on medications not available through insurance programs, and may be made available to any County resident, without regard to income. There is no cost to participating counties. The contracted pharmacy benefits manager recoups cost through manufacturer rebate programs. Williamson County and Cities Health District (WCCHD) acts as the County's agent to administer the program, receive the bulk delivery of cards, and manage distribution. The NACo Board of Directors has approved a proposal which will allow counties to receive revenue through the NACo Prescription Discount Card Program. On April 24, 2012, Williamson County Commissioners approved a revised contract allowing revenue sharing, and approved for program revenues to be paid to WCCHD as reimbursement for locally administering the program.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.370500	Miscellaneous Revenue	181.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	04/27/2023 09:25 AM
Form Started By: Ganae Hempe		Started On: 04/24/2023 02:20 PM
Final Approval Date: 04/27/2023		

Commissioners Court - Regular Session **49.**

Meeting Date: 05/02/2023

NACO BA Exp 05-02-23

Submitted For: Melanie Denny **Submitted By:** Ganae Hempe, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for the NACo Prescription Discount Card Program.

Background

Williamson County has participated in the free medication discount card program made available through NACo since July 2008. This program provides to consumers an average discount of 24% on medications not available through insurance programs, and may be made available to any County resident, without regard to income. There is no cost to participating counties. The contracted pharmacy benefits manager recoups cost through manufacturer rebate programs. Williamson County and Cities Health District (WCCHD) acts as the County's agent to administer the program, receive the bulk delivery of cards, and manage distribution. The NACo Board of Directors has approved a proposal which will allow counties to receive revenue through the NACo Prescription Discount Card Program. On April 24, 2012, Williamson County Commissioners approved a revised contract allowing revenue sharing, and approved for program revenues to be paid to WCCHD as reimbursement for locally administering the program.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0630.004921	Co Wide RX Disc Card Program	$181.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	04/27/2023 09:32 AM
Form Started By: Ganae Hempe		Started On: 04/26/2023 07:54 AM
Final Approval Date: 04/27/2023		

Commissioners Court - Regular Session **50.**

Meeting Date: 05/02/2023

Award IFB #23IFB57 CR 207 HMAC Widening to Chasco Constructors, Ltd., LLP for Road and Bridge Department

Submitted For: Joy Simonton **Submitted By:** Gretchen Glenn, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on awarding IFB #23IFB57 CR 207 HMAC Widening to the lowest and best bidder, Chasco Constructors, Ltd., LLP in the amount of $1,034,443.00 and authorizing the execution of the Construction Services Agreement. Funding Source is P622

Background

Williamson County sent out over six thousand four hundred (6,400) notifications with thirty-seven (37) document takers and two (2) submitting firms. The bids have been reviewed and the apparent low bidder, Chasco Constructors, Ltd., LLP, was found to be responsive and materially balanced. Their lowest bid of $1,034,443.00 was only 4.63% above the Engineers Estimate. In addition to meeting the bid qualifications subject to being low bidder, Chasco Constructors, Ltd., LLP, has successfully completed previous projects for Williamson County. Based on the quality of work performed and favorable working relationship with the County and its Representatives, it is recommended to award the CR 207 HMAC Widening IFB #23IFB57 contract to Chasco Constructors, Ltd., LLP. Funding Source is P622. Point of contact is Terron Evertson.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Award Recommendation

Agreement

Bid Tabulation

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	04/26/2023 07:50 PM
County Judge Exec Asst.	Becky Pruitt	04/27/2023 09:21 AM
Form Started By: Gretchen Glenn		Started On: 04/24/2023 01:30 PM
Final Approval Date: 04/27/2023		

WILLIAMSON COUNTY
1848

April 13, 2023

Ms. Joy Simonton
Director/Purchasing Agent
Williamson County Purchasing Department
100 Wilco Way
Georgetown, Texas 78626

Subject: Recommendation for CR 207 HMAC Widening – Bid #23IFB57

The bids for the subject-referenced project have been reviewed, and the apparent low bid (Chasco Constructors) was found to be responsive, mathematically correct, and materially balanced. Following is a summary of the bid totals:

1. Chasco Constructors- $1,034,443.00
2. Texas Road - $1,176,304.45

The Contractor's low base bid is $45,795.88 above the Engineer's Estimate, a cost increase of 4.63%.

In addition to meeting the bid qualifications, Chasco Constructors has performed similar work on other projects and received positive references from those contacted. Based on the low bid of $1,034,443.00 and the previous work experience, I recommend to the Williamson County Commissioners Court that they award Chasco Constructors the contract for the CR 207 HMAC Widening Project.

Please feel free to contact me if you have any questions or concerns.

Sincerely,

J. Terron Evertson, P.E.
County Engineer

Agreement for Construction Services

This Agreement for Construction Services ("Agreement") between Williamson County, Texas, a political subdivision of the State of Texas ("Owner") and Chasco Constructors, Ltd., L.L.P. ("Contractor") is entered into in accordance with the following terms and conditions:

ARTICLE 1 SCOPE OF WORK: The Owner desires to retain Contractor to provide the construction services described herein. The Contractor shall have the overall responsibility for and shall provide complete construction services and furnish all materials, equipment, tools and labor as necessary or reasonably inferable to complete the following described construction services, or any phase of such services, in accordance with the Owner's requirements and the terms of this Agreement (hereinafter collectively referred to as the "Work"):

> **As described and set forth in the Williamson County Solicitation 23IFB57 - CR 207 HMAC Widening; including the specifications set forth therein, which is incorporated herein as if copied in full.**

ARTICLE 2 CONTRACT PRICE: Owner agrees to pay to the Contractor, for the satisfactory performance of the Work, the not-to-exceed amount of **One Million Thirty-Four Thousand Four Hundred Forty-Three Dollars ($1,034,443.00)** in accordance with the terms and conditions of this Agreement.

ARTICLE 3 PLANS AND SPECIFICATIONS: The Work shall be performed pursuant to and in accordance with the following described plans and specifications, as well as any revisions made thereto:

> **As described and set forth in the Williamson County Solicitation 23IFB57 - CR 207 HMAC Widening; including the specifications set forth therein, which is incorporated herein as if copied in full.**

Additional Work: Should Owner choose to add additional work, such additional work shall be described in a separate written amendment to this Agreement wherein the additional work shall be described and the parties shall set forth the amount of compensation to be paid by Owner for the additional work. Contractor shall not begin any additional work and Owner shall not be obligated to pay for any additional work unless a written amendment to this Agreement has been signed by both parties.

ARTICLE 4 SUBSTANTIAL AND FINAL COMPLETION:

4.1 Commencement of Work. Contractor shall commence the Work upon instruction to do so from the Owner and Construction shall be deemed to have commenced on the date of such instruction.

4.2 Substantial Completion. "Substantial Completion" means the stage in the progress of the Work when the Work, or designated portions thereof, may still require minor modifications or adjustments but, in the Owner's opinion, the Work has progressed to the point such that all parts of the Work under consideration are fully operational and usable for intended purposes, as evidenced by a Certificate of Substantial Completion approved by the Owner. If a Certificate of Occupancy is required by public authorities having jurisdiction over the Work, said certificate shall be issued before the Work or any portion thereof is considered substantially complete. When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall notify Owner's Designated Representative (sometimes referred to as the "ODR") and request a determination as to whether the Work or designated portion thereof is substantially complete. If the ODR does not consider the Work substantially complete, the ODR will notify the Contractor giving reasons therefore. Failure on the Owner's part to list a reason does not alter the responsibility of the Contractor to complete all Work in accordance with the terms of this Agreement. After satisfactorily completing items identified by Owner's Designated Representative, the Contractor shall then submit another request for the ODR to determine Substantial Completion. If The ODR considers the Work substantially complete, The ODR will prepare and deliver a certificate of Substantial Completion which shall establish the date of Substantial Completion, shall include a punch list of items to be completed or corrected before final completion and final payment, shall establish the time within which the Contractor shall finish the punch list, and shall establish responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work, warranty and insurance. Failure to include an item on the punch list does not alter the responsibility of the Contractor to complete all Work in accordance with the terms and conditions of this Agreement. The certificate of Substantial Completion shall be signed by the Owner and the Contractor to evidence acceptance of the responsibilities assigned to them in such certificate.

Substantial Completion (as defined in this agreement) for all stages of the Work shall be achieved **within thirty-five (35) Working Days from commencement of the Work.**

Under no circumstances will the time for Substantial Completion exceed this date without a written amendment to this Agreement. **THE TIMES SET FORTH IN THE CONSTRUCTION DOCUMENTS ARE AN ESSENTIAL ELEMENT OF THE AGREEMENT. TIME LIMITS STATED IN THE CONTRACT DOCUMENTS ARE OF THE ESSENCE OF THIS AGREEMENT.**

4.3 Final Completion. The Work shall be fully and finally completed **within forty (40) Working Days from commencement of the Work**; provided, however, Owner may extend said time period in the event bad weather affects the progress of the Work. Owner shall, at its sole discretion, determine when the Work has been fully and finally completed to its satisfaction.

4.4 Liquidated Damages. For each consecutive calendar day after the date of Substantial Completion that the Work is not Substantially Complete, the Owner may deduct the amount of **Five Hundred Dollars per day ($500/day)** from any money due or that becomes due the Contractor, not as a penalty but as liquidated damages representing the parties' estimate at the time of contract execution of the damages that the Owner will sustain for late completion. The parties stipulate and agree that calculating Owner's actual damages for late completion of the Work would be impractical, unduly burdensome, and cause unnecessary delay and that the amount of daily liquidated damages set forth is reasonable.

ARTICLE 5 PAYMENT:

Contractor shall have a duty to submit to the ODR by the end of each month a statement showing the total value of the Work performed during such month. The statement shall also include the value of all sound materials delivered on the Work site and to be included in the Work and all partially completed Work, whether bid as a lump sum or a unit item, which in the opinion of the ODR is acceptable. The ODR shall examine and approve or modify and approve such statement. The Owner shall then pay the Contractor pursuant to Chapter 2251 of the Texas Government Code ("Texas Prompt Payment Act"), as set forth in Article 11.1 of this Agreement, the total amount of the approved statement less all previous payments and all further sums that may by retained by the Owner under the terms of this Agreement or under the law. **Statements are not considered "received" until reviewed by the ODR and an approved statement is submitted to the Williamson County Auditor's Office; therefore, Contractor must ensure timely delivery of statements for review and processing.**

At any time following the completion of all Work, including all punch list items, cleanup, and the delivery of record documents, the Contractor shall submit a certified application for final payment, including all sums held as retainage if any, to the ODR for its review and approval. Contractor shall submit, prior to or with the application for final payment, final copies of all close out documents, including maintenance and operating instructions, guarantees and warranties, certificates, and all other items required by this Agreement. Contractor shall also submit consent of surety to final payment, an affidavit that all payrolls, bills for materials and equipment, subcontracted work and other indebtedness connected with the Work, except as specifically noted, have been paid or will be paid or otherwise satisfied within the period of time required by Chapter 2251, Texas Government Code. Contractor shall furnish documentation establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of claims arising out of the Agreement. Owner is entitled to rely upon this affidavit and the Contractor may not submit a claim on behalf of a subcontractor or vendor if that claim has not been noted as an exception in the affidavit.

Owner may deduct from the final payment all sums due from Contractor for any reason, Liquidated Damages and all other deductions authorized by this Agreement.

Final payment shall constitute a waiver of all claims by the Contractor except those specifically identified in writing and submitted to the ODR prior to the application for final payment. Provided, however, that the Work shall not be deemed fully performed by the Contractor and closed until the expiration of all warranty periods.

ARTICLE 6 CONTRACTOR'S GENERAL RESPONSIBILITIES AND COVENANTS:

6.1 Contractor shall perform all services specifically allocated to it hereunder, as well as those services reasonably inferable and necessary for completion of the Work. The Contractor shall keep the Owner informed of the progress and quality of the Work. Contractor agrees and acknowledges that Owner is entering into this Agreement in reliance on Contractor's represented expertise and ability to provide the Work described in this Agreement. Contractor agrees to use its best efforts, skill, judgment, and abilities to perform its obligations in accordance with the highest standards used in the profession and to further the interests of Owner in accordance with Owner's requirements and procedures.

6.2 Contractor's duties as set forth herein shall at no time be in any way diminished by reason of any approval by the Owner nor shall the Contractor be released from any liability by reason of such approval by the Owner, it being understood that the Owner at all times is ultimately relying upon the Contractor's skill and knowledge in performing the services required hereunder.

6.3 Contractor is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The safety program shall comply with all applicable requirements of the current federal Occupational Safety and Health Act and all other applicable federal, state and local laws and regulations.

6.4 Contractor shall be an independent contractor under this Agreement and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions in this agreement which may appear to give Owner the right to direct Contractor as to details of doing the Work herein covered or to exercise a measure of control over the Work shall be deemed to mean that Contractor shall follow the desires of Owner in the results of the Work only. Owner shall not retain or have the right to control the Contractor's means, methods or details pertaining to the Contractor's performance of the Work described herein, nor shall Owner have the power to direct the order in which Contractor's Work is performed under this agreement. Owner and Contractor hereby agree and declare that Contractor is an Independent Contractor and as such meets the qualifications of an Independent Contractor under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, that the Contractor is not an employee of Owner for purposes of this Agreement, and that the Contractor and its employees, agents and sub-subcontractors shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by Owner.

6.5 As part of Contractor obligation to coordinate the Work, Contract shall:

a. cooperate with the ODR and endeavor to further the interests of the Owner and the Work;
b. provide an on-site, full-time superintendent for the duration of the Work;
c. visit the Work site and inspect the existing facilities, systems and conditions to insure an accurate understanding of the existing conditions as required;
d. at Owner's request, attend public meetings and hearings concerning the development of the Work;

e. review all drawings, specifications, and other plans as they are developed by the Owner and/or its architect and advise Owner of any error, inconsistency or omission discovered in the drawings, specifications, and other plans;
f. review the drawings, specifications, and other plans for compliance with all applicable laws and code requirements;
g. advise Owner of any tests that should be performed;
h. organize and maintain a competent, full-time staff at the Work site with clearly defined lines of authority and communication as necessary to coordinate construction activities, monitor and direct progress of the Work;
i. attend Owner's regularly scheduled Work progress meetings and fully advise the ODR of the Work status including schedule, costs, quality and changes;
j. assist Owner in obtaining building permits and obtain special permits for permanent improvements as required by law; and
k. shall coordinate, monitor and inspect the Work of subcontractors to ensure conformance with the drawings, specifications, other plans and with the terms of this Agreement.

6.6 Contractor shall identify every subcontractor it intends to use for the Work to the Owner in writing at least ten (10) days before entering any subcontract. Contractor shall not use any subcontractor to which Owner has a reasonable objection. If Owner does not object to a particular subcontractor with said ten (10) days, such subcontract may be considered acceptable to Owner. Following Owner's acceptance of a subcontractor, that subcontractor shall not be changed without Owner's written consent, which shall not be unreasonably withheld.

6.7 Contractor's designated representative, which is set forth below Contractor's signature herein below, shall be responsible for the day-to-day management of the Work on behalf of Contractor. The designated representative shall be the Owner's primary contact during the Work and shall be available as required for the benefit of the Work and the Owner. The contractor's designated representative shall be authorized to act on behalf of and bind the Contractor in all matters related to the Work including, but not limited to, execution of Change Orders.

6.8 NO ALTERATIONS OR CHANGES SHALL BE MADE, HOWEVER, EXCEPT UPON THE WRITTEN ORDER OF THE OWNER, OR THE ODR.

6.9 Contractor shall promptly correct any defective Work at Contractor's sole expense, unless the Owner specifically agrees, in writing, to accept the Work.

6.10 Contractor shall maintain and deliver the close out documents that describe changes or deviations from the original drawings, specifications and plans that occurred during construction and that reflect the actual "As Built" conditions of the completed Work.

COMMISSIONING AND WARRANTY RESPONSIBILITIES

6.11 Contractor hereby warrants that the materials and equipment provided for the Work will be of good quality and new unless otherwise required or permitted by the Owner; that the

construction will be free from faults and defects; and that the construction will conform with the requirements of the plans, specifications, drawings and the terms of this Agreement.

6.12 Contractor shall provide warranty services for the Work for a full **24 months** following Final Completion and final payment. Just before the warranty period expires, Contractor shall attend an on-site meeting with the Owner to ensure that all warranty issues have been identified and properly remedied.

ARTICLE 7 OWNER'S RESPONSIBILITIES

7.1 The Owner shall:

a. provide the general schedule for the Work provided Owner is of the opinion such schedule is necessary. The general schedule will set forth the Owner's plan for milestone dates and completion of the Work;
b. identify a person as its ODR who is authorized to act in the Owner's behalf with respect to the Work. The ODR shall examine the documents submitted by the Contractor and shall render decisions on behalf of the Owner to the extent allowed by Texas law;
c. at Owner's cost, will secure the services of surveyors, soils engineers, existing facility surveys, testing and balancing, environmental surveys or other special consultants to develop such additional information as may be necessary for the design or construction of the Work;
d. furnish required information and services and shall render approvals and decisions as expeditiously as is consistent with reasonable skill and care and the orderly progress of the Contractor's services and of the Work;
e. shall have the right to reject any defective Work. Should Contractor refuse or neglect to correct any such Work within a reasonable time after notice, Owner may have the Work corrected and recover all expenses incurred from Contractor on demand; and
f. Owner shall furnish to the Contractor a sufficient number of plans, drawings and specifications sets.

ARTICLE 8 INSURANCE AND INDEMNITY

8.1 Insurance. The Contractor shall carry insurance in the types and amounts indicated below for the duration of the Agreement, which shall include items owned by Owner in the care, custody and control of Contractor prior to and during construction. Contractor must also complete and file the declaration pages from the insurance policies with Owner whenever a previously identified policy period expires during the term of the Agreement, as proof of continuing coverage. Contractor shall update all expired policies prior to submission of any payment requests hereunder. Failure to update policies shall be reason for payment to be withheld until evidence for renewal is provided to the Owner.

8.1.1 The Contractor shall provide and maintain, until the Work covered in this Agreement is completed and accepted by the Owner, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to Owner.

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

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

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

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

COVERAGE	PER PERSON	PER OCCURRENCE
Bodily injury (including death)	$1,000,000	$1,000,000
Property damage	$1,000,000	$1,000,000
Aggregate policy limits	No aggregate limit	

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

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

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

2. For renovation projects and or portions of work contained within an existing structure, the Owner waives subrogation for damage by fire to existing building structure(s), if the Builder's Risk Policy has been endorsed to include coverage for existing building structure(s) in the amount described in the Special Conditions. However, Contractor shall not be required to obtain such an endorsement unless specifically required by the Special Conditions., in this Agreement. The aforementioned waiver of subrogation shall not be effective unless such endorsement is obtained.

f. Umbrella coverage in the amount of not less than $1,000,000.

8.1.2 The above insurance requirements are not intended to be compounded with the Contractor's standing insurance policies. If the Contractor already has in force insurance policies which provide the required coverage, there is no need to purchase duplicate coverage for this Work.

8.1.3 Policies must include the following clauses, as applicable.

a. "This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days prior written notice, or ten (10) days for non-payment of premium, has been given to Williamson County."
b. "It is agreed that the Contractor's insurance shall be deemed primary with respect to any insurance or self insurance carried by Williamson County for liability arising out of operations under the Agreement with Williamson County."
c. "Williamson County, it officials, directors, employees, representatives, and volunteers are added as additional insured as respects operations and activities of, or on behalf of the named insured performed under Agreement with the Owner." This is not applicable to the workers' compensation policy.
d. "The workers' compensation and employers' liability policy will provide a waiver of subrogation in favor of Williamson County."

8.1.4 Workers' Compensation Insurance Coverage:

In the event that Contractor employs any individual to perform any portion of the Work, Contractor shall comply with Texas Labor Code, §406.096, which requires workers'

compensation insurance coverage for all employees providing services on a building or construction project for a governmental entity.

a. Definitions:

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

(2) Duration of the Work - includes the time from the beginning of the Work until the Work has been completed and accepted by the Owner.

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

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

b. The Contractor shall provide Coverage, based on proper reporting of classification codes and payroll amounts and filing of any Coverage agreements, which meets the statutory requirements of Texas labor Code, §401.011(44) for all employees of the Contractor providing services in relation to the Work, for the Duration of the Work.

c. The Contractor must provide a Certificate of Coverage to the Owner prior to or contemporaneously with the execution of this Agreement.

d. If the Coverage period shown on the Contractor's current Certificate of Coverage ends during the Duration of the Work, the Contractor must, prior to the end of the Coverage period, file a new Certificate of Coverage with the Owner showing that Coverage has been extended.

e. The Contractor shall obtain from each person providing services in relation to the Work, and provide to the Owner:

(1) a Certificate of Coverage, prior to that person beginning any of the Work, so the Owner will have on file Certificates of Coverage showing Coverage for all persons providing services in relation to the Work; and

(2) no later than seven days after receipt by the Contractor, a new Certificate of Coverage showing extension of Coverage, if the Coverage period shown on the current Certificate of Coverage ends during the Duration of the Work.

f. The Contractor shall retain all required Certificates of Coverage for the Duration of

the Work and for one year thereafter.

g. The Contractor shall notify the Owner in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of Coverage of any person providing services in relation to the Work.

h. The Contractor shall post on the Work site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services in relation to the Work that they are required to be covered, and stating how a person may verify Coverage and report lack of Coverage.

i. By signing this Agreement or providing or causing to be provided a Certificate of Coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services in relation to the Work and all persons providing services in relation to the Work will be covered by workers' compensation coverage for the Duration of the Work, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

j. The Contractor's failure to comply with any of these provisions is a breach of Agreement by the Contractor which entitles the Owner to declare the Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

8.1.5 The furnishing of the above listed insurance coverage must be tendered prior to execution of the Agreement, and in no event later than ten (10) calendar days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.

8.1.6 The Contractor shall not cause or allow any of its required insurance to be canceled, nor permit any insurance to lapse during the term of the Agreement or as required in the Agreement. If the Contractor fails to obtain, maintain or renew any insurance required by this Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

8.1.7 The Owner reserves the right to review the insurance requirements set forth in this Article during the effective period of the Agreement and to make reasonable adjustments to the insurance coverage and their limits when deemed necessary and prudent by the Owner based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.

8.1.8 The Owner shall be entitled, upon request, and without expense, to receive complete copies of the policies with all endorsements and may make any reasonable requests for deletion, or revision or modification of particular policy terms, conditions, limitations, or

exclusions, except where policy provisions are established by law or regulation binding upon the Parties or the underwriter of any of such polices. Damages caused by the Contractor and not covered by insurance shall be paid by the Contractor.

8.1.9 Contractor shall be responsible for payment of premiums for all of the insurance coverages required under this Agreement. Contractor further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Contractor is responsible hereunder, Contractor shall be solely responsible for all deductibles and self-insured retentions. **Any deductibles or self-insured retentions over $50,000 in the Contractor's insurance must be declared and approved in writing by Owner in advance.**

8.1.10 The Contractor shall contractually require each person or entity with whom it contracts to provide services in relation to the Work, to comply with each and every insurance requirement that Contractor must comply with hereunder. More specifically, each person or entity with whom Contractor contracts to provide services on the in relation to the Work must comply with each insurance requirement under this Article 8 just as if such person or entity was the Contractor. Thus, every reference to Contractor under each insurance requirement of this Article 8 shall mean and include each person or entity with whom Contractor contracts to provide services in relation to the Work. If any such person or entity with whom Contractor contracts to provide services in relation to the Work fails to obtain, maintain or renew any insurance required by this Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

8.2 INDEMNITY.

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

8.2.2 **INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF OWNER'S CHOOSING), AND HOLD HARMLESS OWNER, AND OWNER'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF CONTRACTOR OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.**

8.3 Except for the obligation of Owner to pay Contractor the Contract Price pursuant to the terms of this Agreement, and to perform certain other obligations pursuant to the terms and conditions explicitly set forth herein, Owner shall have no liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement. Notwithstanding any obligation or liability of Owner to Contractor, no present or future partner or affiliate of Owner or any agent, officer, director, or employee of Owner, Williamson County, or of the various departments comprising Williamson County, or anyone claiming under Owner has or shall have any personal liability to Contractor or to anyone claming through or under Contractor by reason of the execution or performance of this Agreement.

ARTICLE 9 BONDS

9.1 Performance Bond. Upon execution of this Agreement, Contractor shall provide a Performance Bond in the amount of 100% of the Contract Price. The surety for a Performance Bond shall meet the requirements of Texas law.

9.2 Payment Bond. Upon execution of this Agreement, Contractor shall provide a Payment Bond in the amount of 100% of the Contract Price, as security for the true and faithful payment in full of all subcontractors and persons performing labor, services, materials, machinery, and fixtures in connection with the Work. The surety for a Payment Bond shall meet the requirements of Texas law.

9.3 Warranty Bond. Upon achieving Substantial Completion, Contractor shall provide a Warranty Bond in the amount of 20% of the Contract Price, as security for the true and faithful performance of all warranties set forth in Bid Documents and this Agreement.

ARTICLE 10 TERMINATION

10.1 Termination for Cause. If either party commits an Event of Breach (a breach of any of the covenants, terms and/or conditions of this Agreement), the non-breaching party shall deliver

written notice of such Event of Breach to the breaching party. Such notice must specify the nature of the Event of Breach and inform the breaching party that unless the Event of Breach is cured within three (3) business days of receipt of the notice, additional steps may be taken to terminate this Agreement. If the breaching party begins a good faith attempt to cure the Event of Breach within three (3) business days, then and in that instance, the three (3) business day period may be extended by the non-breaching party, so long as the breaching party continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the Event of Breach. If, in the opinion of the non-breaching party, the breaching party does not cure the breach within three (3) business days or otherwise fails to make any diligent attempt to correct the Event of Breach, the breaching party shall be deemed to be in breach and the non-breaching party may, in addition to seeking the remedies available hereunder and under the law, terminate this Agreement.

10.2 Termination for Convenience. The Owner may terminate this Agreement for convenience and without cause or further liability upon thirty (30) days written notice to Contractor. In the event of such termination, it is understood and agreed that only the amounts due to Contractor for goods, commodities and/or services provided, and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for Owner's termination of this Agreement for convenience.

ARTICLE 11 MISCELLANEOUS PROVISIONS

11.1 Interest and Late Payments. Except as otherwise specifically set forth herein, Owner's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Interest charges for any overdue payments shall be paid by Owner in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Owner's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

In the event that an error appears in an invoice/application for payment submitted by Contractor, Owner shall notify Contractor of the error not later than the twenty first (21st) day after the date Owner receives the invoice/application for payment. If the error is resolved in favor of Contractor, Contractor shall be entitled to receive interest on the unpaid balance of the invoice/application for payment submitted by Contractor beginning on the date that the payment for the invoice/application for payment became overdue. If the error is resolved in favor of the Owner, Contractor shall submit a corrected invoice/application for payment that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by Chapter 2251 of the Texas Government Code if the corrected invoice/application for payment is not paid by the appropriate date.

11.2 Assignment; Successors and Assigns. This Agreement is a personal service contract for the services of Contractor, and Contractor's interest in this Agreement, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.

11.3 Captions. The captions of paragraphs in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

11.4 Governing Law and Venue. This Agreement and all of the rights and obligations of the parties and all of the terms and conditions shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas without reference to its conflicts of law provisions. Williamson County where the Work site is located shall be the sole place of venue for any legal action arising from or related to this Agreement or the project in which the Owner is a party.

11.5 Waivers. No delay or omission by either party in exercising any right or power arising from non-compliance or failure of performance by the other party with any of the provisions of this Agreement shall impair or constitute a waiver of any such right or power. A waiver by either party of any covenant or condition of this Agreement shall not be construed as a waiver of any subsequent breach of that or of any other covenant or condition of the Agreement.

11.6 Interpretation. In the event of any dispute over the meaning or application of any provision of the Contract Documents, the Contract Documents shall be interpreted fairly and reasonably, and neither more strongly for or against any party, regardless of the actual drafter of the Contract Documents.

11.7 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

11.8 Appointment. Owner hereby expressly reserves the right from time to time to designate by notice to Contractor a representative(s) to act partially or wholly for Owner in connection with the performance of Owner's obligations. Contractor shall act only upon instructions from the designated representative(s) unless otherwise specifically notified to the contrary.

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

11.10 Severability. Should any term or provision of this Agreement be held invalid or unenforceable in any respect, the remaining terms and provisions shall not be affected and this Agreement shall be construed as if the invalid or unenforceable term or provision had never been included.

11.11 No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to Owner, its past or present officers,

employees, or agents, nor to create any legal rights or claim on behalf of any third party. Owner does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

11.12 Current Revenues. Under Texas law, a contract with a governmental entity that contains a claim against future revenues is void; therefore, each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

11.13 Compliance with Laws. Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, Contractor shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

11.14 Sales and Use Tax Exemption. Owner is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code Ann. § 151.309, as amended.

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

11.16 Force Majeure. If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance of this Agreement. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

11.17 Equal Opportunity in Employment. The parties to this Agreement agree that during the performance of the services under this Agreement they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The parties to this Agreement will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment,

upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship.

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

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

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

11.21 Working Day. A "Working Day(s)" shall mean Monday through Friday (excluding County observed holidays), if weather permits the performance of the Work, as determined by the ODR, for a continuous period of at least 8 hours (excluding lunch) between 7:00 A.M. and 6:00 P.M. Time begins on a working day when crews are on site with equipment and ready for operation.

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

11.23 Entire Agreement. This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by each party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE OWNER HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

BY SIGNING BELOW, the Parties have executed and bound themselves to this Agreement to be effective as of the date of the last party's execution hereof (Effective Date).

OWNER:

WILLIAMSON COUNTY, TEXAS,
a political subdivision of the state of Texas

By: _____

Printed Name: _____

Title: _____

Date: _____

CONTRACTOR:

Chasco Constructors, Ltd. L.L.P.,
acting by and through its General Partner
Chasco Contracting GP, LLC

By: _____

Printed Name: Charles Fultz

Title: VP

Date: 04.24.23

Party Representatives

Owner's Designated Representative ("ODR"):

Williamson County Engineer
Attn: J. Terron Evertson, P.E.
3151 S. E. Inner Loop
Suite B
Georgetown, Texas 78626

Contractor's Designated Representative:

Chasco Constructors, Ltd., L.L.P.
Attn: _____
2801 E. Old Settlers Blvd.
Round Rock, TX 78665

Revised Bid Form
23IFB57 CR 207 HMAC Widening
Williamson County, Texas

					Chasco Constructors		Texas Road	
ITEM	NO	ESCRIPTIC	UNITS	QTY	Unit Price	Total Price	Unit Price	Total Price
100	6002	PREPARIN	STA	140	$500.00	$70,000.00	$300.00	$42,000.00
112	6004	SUBGRAD	SY	9333	$23.00	$214,659.00	$18.00	$167,994.00
132	6001	EMBANKM	CY	260	$45.00	$11,700.00	$20.00	$5,200.00
160	6003	FURNISHI	SY	18667	$1.80	$33,600.60	$1.00	$18,667.00
164	6033	DRILL SEE	SY	18667	$0.20	$3,733.40	$0.35	$6,533.45
166	6001	FERTILIZE	AC	4	$725.00	$2,900.00	$1,200.00	$4,800.00
168	6001	VEGETATI	MG	1158	$18.00	$20,844.00	$45.00	$52,110.00
340	6011	D - GR HM	TON	3080	$120.00	$369,600.00	$170.00	$523,600.00
340	6122	D - GR HM	TON	1027	$175.00	$179,725.00	$200.00	$205,400.00
500	6001	MOBILIZAT	LS	1	$97,681.00	$97,681.00	$100,000.00	$100,000.00
502	6001	BARRICAD	MO	2	$15,000.00	$30,000.00	$25,000.00	$50,000.00
						$1,034,443.00		**$1,176,304.45**

Commissioners Court - Regular Session **51.**

Meeting Date: 05/02/2023

Kauffman Loop Northwest Development Agreement – Pct 2

Submitted For: Robert Daigh **Submitted By:** Adam Boatright, Infrastructure

Department: Infrastructure **Division:** Road & Bridge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Development Agreement with K29 Investments, LLC.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

development agreement - Kauffman Loop NW

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	04/27/2023 11:38 AM
Form Started By: Adam Boatright		Started On: 04/27/2023 10:57 AM
Final Approval Date: 04/27/2023		

KAUFFMAN LOOP NORTHWEST DEVELOPMENT AGREEMENT

STATE OF TEXAS §

COUNTY OF WILLIAMSON §

THIS KAUFMANN LOOP NORTHWEST DEVELOPMENT AGREEMENT (this "*Agreement*") is between **K29 INVESTMENTS, LLC**, a Texas limited liability company ("*Developer*"), and **WILLIAMSON COUNTY, TEXAS** (the "*County*"). In this Agreement, Developer and the County are sometimes individually referred to as a "*Party*" or collectively referred to as the "*Parties*".

Background Information:

A. Developer has acquired an approximately 136.852 acre tract of land located at the northwest corner of SH 29 and Ronald Reagan Blvd (referred to as the "Property") and generally depicted in the attached **Exhibit A**.

B. The County and the Developer desire to cooperate in the expeditious engineering, design and construction of the northwest portion of Kauffman Loop, a roadway connecting SH 29 to Ronald Reagan Blvd, through the Property (the "Project"), the approximate location of which is shown in the attached **Exhibit B**. Internal access to the Property from Ronald Reagan Boulevard and SH 29 will be provided over a public road to be known as "Kauffman Loop" (the "*Road*"), which will ultimately be a four-lane divided boulevard.

C. In order to accelerate the construction of the Road, Developer has asked the County to allow Developer to proceed with the construction of the Road upon County approval of a final plat and plans for the Road, without the necessity of a preliminary plat, the County has agreed to allow such acceleration and construction, and the Parties wish to establish a process for the construction.

NOW, THEREFORE, in consideration of these premises and the promises contained herein, the Parties agree as follows:

1. DEVELOPER OBLIGATIONS

a. Developer shall be solely responsible for all costs related to the engineering, design, inspection, testing and construction of the Project, including all costs associated with the repair or replacement of work rejected by the County. All preliminary and final designs shall be approved by the County prior to bid. The Project shall be constructed pursuant to all Williamson County Road bond design standards. Additionally, the Project shall utilize design speeds and pavement designs as required by the County.

b. Developer has prepared a final subdivision plat for the Road (the "*Final Plat*"), has caused Carlson, Brigance & Doering, Inc.to design the Road as a four-lane divided boulevard in accordance with County standards, and has submitted the Final Plat and the plans for the Road (the "*Plans*") to the County for approval.

c. Developer has agreed to coordinate the design and construction of the Ronald Reagan/Road and SH 29/Road intersections to accommodate the ultimate expansions of Ronald Reagan and SH 29.

d. Developer has agreed to coordinate the design of any water quality and detention ponds with the County to facilitate the future Ronald Reagan/SH 29 intersection design.

e. Upon County approval of the Final Plat and Plans, Developer will proceed with construction of the Road as shown on the cross-section attached as **Exhibit B**. Developer will build the Road to County standards in accordance with the Plans and the construction will be subject to County inspection and testing in accordance with the County's normal processes.

f. Developer shall dedicate all right-of-way for the Project through the Property, in fee simple and free and clear of all liens and other encumbrances, through platting, or otherwise, as determined by the County. The right-of-way shall be a minimum of 120 feet wide, with the dedication of additional right-of-way as needed in the future for turn lanes on SH 29 and Ronald Reagan Blvd and other intersections, if required by the County or TxDOT.

2. COUNTY OBLIGATIONS

The County will:

a. Upon execution of this Agreement, review and approve the Plans and review, approve and enable recording of the Final Plat for the Road in accordance with the County's normal procedures and the terms of this Agreement.

b. Agree that it will not require a preliminary plat for the Road prior to filing and processing the Final Plat and Plans for approval. A preliminary plat would be required in the future, prior to approval of a final plat containing any commercial or residential lots adjacent to the Road, unless otherwise exempted by the Williamson County Subdivision Regulations.

c. Upon Developer's completion of the Road, inspect and issue a punch list for any maintenance or repair of the Road that the County requires and, upon Developer's satisfaction of all punch-list items and recording of the Final Plat, accept the Road for maintenance, all in accordance with the County's normal procedures.

3. MISCELLANEOUS

a. Beneficiaries: This Agreement will be bind upon and inure to the benefit of the Parties and their respective successors and assigns.

b. Amendment to Agreement: Any revision, modification, or amendment of this Agreement will be effective only when reduced to writing and signed by both Parties. NO OFFICIAL, AGENT, OR EMPLOYEE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESSED OR IMPLIED, TO AMEND OR MODIFY THIS AGREEMENT EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE DELEGATED BY THE COMMISSIONERS' COURT.

c. Assignment: The rights, duties, and responsibilities of Developer under this Agreement may be assigned only with the consent of the County, which consent will not be unreasonably withheld or unduly delayed by the County.

d. Entire Agreement: This is the entire agreement between the Parties with respect to the subject matter hereof. As of this date, there are no other agreements or representations, oral or written, between the Parties in conflict with this Agreement.

e. Notice: Any notices given under this Agreement must be in writing and will be given to each of the Parties at that Party's address set forth below. Notice may be given by personal delivered, by email (with a copy sent by another method permitted by this paragraph), by overnight delivery, or by certified United States mail, postage prepaid, return receipt requested.

Developer:
K29 Investments, LLC
7143 Valburn Drive
Austin, Texas 78731
Attn: James Edward Horne
Fax: (512) 418-1941
E-mail: Ed@srraustin.com

The County:
Williamson County
Attn: County Engineer
3151 S.E. Inner Loop, Ste. B
Georgetown, Texas 78626
E-mail: tevertson@wilco.org

Notice will be deemed received on (i) the date of actual receipt of such notice if the notice is personally delivered, (ii) the date of delivery if sent by email (however, any email transmission sent after 5:00 p.m. or on a non-business day will be deemed received on the next business day), (iii) the date delivered to an overnight delivery service for "next day" delivery if sent by such service, or (iv) the date of actual receipt or two (2) days after the postmark date, whichever is sooner, if sent by certified mail. A Party will have the right from time-to-time to change its address for purposes of notice by written notice to the other Party.

f. Applicable Law and Venue: The construction and validity of this Agreement will be governed by the laws of the State of Texas. This Agreement is wholly performable in Williamson County, Texas, and concerns real property located in Williamson County.

g. Incorporation of Exhibits and Other Documents by Reference: All exhibits attached to or referred to this Agreement are incorporated herein by reference for the purpose set forth in this Agreement.

h. Severability: The provisions of this Agreement are severable and, if any part of this Agreement or the application thereof to any person or circumstances is held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement will be construed as if the invalid or unconstitutional portion had never been contained herein.

i. Mediation. If mediation is acceptable to the Parties in resolving a dispute arising under this Agreement, the Parties agree to use the Dispute Resolution Center of Austin, Texas, as the provider of mediators for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless all of the Parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in Section 154.073 of the Texas Civil Practice and Remedies Code, unless the Parties agree, in writing, to waive the confidentiality.

j. Execution; Counterparts. To facilitate execution, this Agreement may be executed in any number of counterparts, and it will not be necessary that the signatures of all parties be contained on any one counterpart. Additionally, for purposes of facilitating the execution of this Agreement: (a) the signature pages taken from separate, individually executed counterparts may be combined to form multiple fully executed counterparts; and (b) a facsimile or electronic signature will be deemed to be an original signature for all purposes. All executed counterparts of this Agreement will be deemed to be originals, but all such counterparts, when taken together, will constitute one and the same instrument.

k. Interested Parties. Developer acknowledges that Texas Government Code Section 2252.908 (as amended, "*Section 2252.908*") requires disclosure of certain matters by entities entering into a contract with a local government entity such as the County. Developer confirms that it has reviewed Section 2252.908 and, if required to do so, will (1) complete a Form 1295, using the unique identification number specified on page 1 of this Agreement, and electronically file it with the Texas Ethics Commission ("*TEC*"); and (2) submit the signed Form 1295, including the certification of filing number of the Form 1295 with the TEC, to the County at the same time Developer executes and submits this Agreement to the County. Form 1295 is available on the TEC's website at https://www.ethics.state.tx.us/filinginfo/1295/. This Agreement is not effective until the requirements listed above are satisfied and any approval of this Agreement by the County is expressly made contingent upon Developer's compliance with these requirements. **The signed Form 1295 may be submitted to the County in an electronic format.**

l. Conflicts of Interest. Developer acknowledges that Texas Local Government Code Chapter 176 (as amended, "*Chapter 176*") requires the disclosure of certain matters by parties doing business with or proposing to do business with local government entities such as the County. Developer confirms that it has reviewed Chapter 176 and, if required to do so, will complete and return Form CIQ promulgated by the TEC, which is available on the TEC's website at https://www.ethics.state.tx.us/forms/conflict/, within seven days of the date of submitting this Agreement to the County or within seven days of becoming aware of a matter that requires disclosure under Chapter 176, whichever is applicable.

m. Verification Under Chapter 2271, Texas Government Code. If required under Chapter 2271 of the Texas Government Code (as amended, "*Chapter 2271*"), Developer represents and warrants that, at the time of execution and delivery of this Agreement, neither Developer, nor any wholly or majority-owned subsidiary, parent company, or affiliate of Developer that exists to make a profit, boycotts

Israel or will boycott Israel during the term of this Agreement. The foregoing verification is made solely to comply with Chapter 2271, to the extent such Chapter does not contravene applicable Federal law. As used in the foregoing verification, "boycotts Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. Developer understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with Developer.

n. Verification Under Subchapter F, Chapter 2252, Texas Government Code. For purposes of Subchapter F of Chapter 2252 of the Texas Government Code (as amended, "*Subchapter F*"), Developer represents and warrants that, neither Developer, nor any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of Developer that exists to make a profit, is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts (the "*Comptroller*") described within Subchapter F and posted on the Comptroller's internet website at:

https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf,
https://comptroller.texas.gov/purchasing/docs/iran-list.pdf, and
https://comptroller.texas.gov/purchasing/docs/fto-list.pdf.

The foregoing representation is made solely to comply with Subchapter F, to the extent such subchapter does not contravene applicable Federal law, and excludes companies that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan, Iran, or a foreign terrorist organization. Developer understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with Developer.

o. Verification Under Chapter 2274, Texas Government Code, Relating to Contracts With Companies Boycotting Certain Energy Companies. If required under Chapter 2274 of the Texas Government Code (as amended, "*Chapter 2274*"), Developer represents and warrants that, at the time of execution and delivery of this Agreement, neither Developer, nor any wholly or majority-owned subsidiary, parent company, or affiliate of Developer that exists to make a profit, boycotts energy companies or will boycott energy companies during the term of this Agreement. The foregoing verification is made solely to comply with Chapter 2274. As used in the foregoing verification, "boycotts energy companies" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (1) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law or (2) does business with a company described in the preceding section (1).

p. Verification Under Chapter 2274, Texas Government Code, Relating to Contracts with Companies that Discriminate Against the Firearm and Ammunition

Industries. If required under Chapter 2274 of the Texas Government Code (as amended, "*Chapter 2274*"), Developer represents and warrants that, at the time of execution and delivery of this Agreement, neither Developer, nor any wholly or majority-owned subsidiary, parent company, or affiliate of Developer that exists to make a profit, has a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or will discriminate during the term of this Agreement against a firearm entity or firearm trade association. The foregoing verification is made solely to comply with Chapter 2274. As used in the foregoing verification, the terms "discriminates against a firearm entity", "firearm entity", and "firearm trade association" have the meanings ascribed to them in Section 2274.001, *Texas Government Code*.

EXECUTED on the date or dates indicated below, to be effective as of the date the last Party has executed this Agreement.

DEVELOPER:

K29 INVESTMENTS, LLC, a Texas limited liability company

By: MREM Texas Manager, LLC, a Delaware limited liability company

By:_____
James Edward Horne, Vice President

Date: 4/19/23

COUNTY:

WILLIAMSON COUNTY, TEXAS

By:_____
Bill Gravell, Jr., County Judge

Date:_____

EXHIBIT A
Property

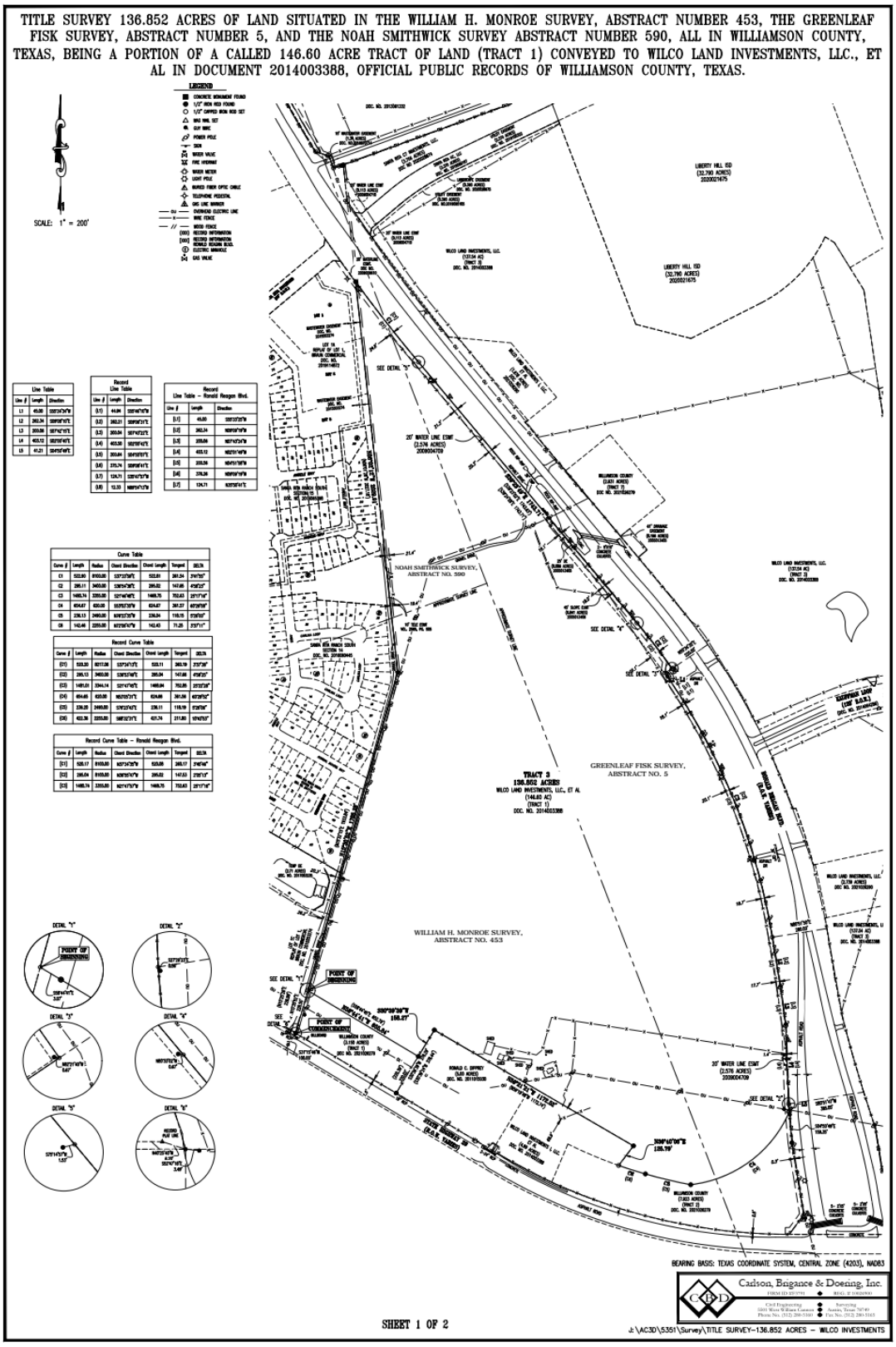
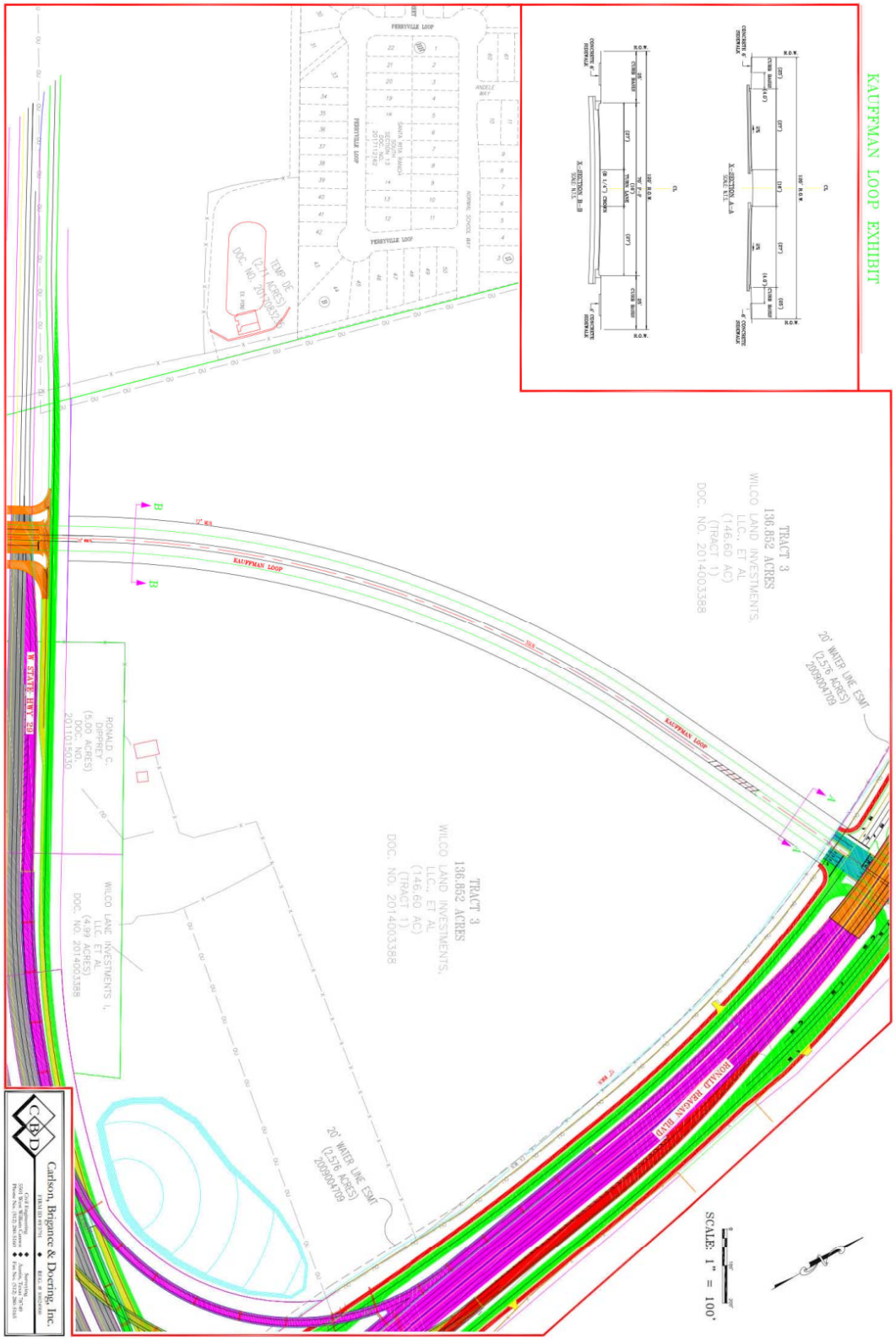


EXHIBIT B
Project



Commissioners Court - Regular Session **52.**

Meeting Date: 05/02/2023

Bagdad at CR 279 Contract

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action on a real estate contract with Bagdad Real Estate LLC for 0.375 acres of ROW needed on Bagdad Road at County Road 279. (Parcel 37) Funding Source: Road Bonds P343.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	04/27/2023 11:19 AM
Form Started By: Charlie Crossfield		Started On: 04/26/2023 10:59 AM
Final Approval Date: 04/27/2023		

REAL ESTATE CONTRACT
CR 279 @ Bagdad Rd. Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **BAGDAD REAL ESTATE LLC** (referred to in this Contract as "Seller", whether one or more) and **WILLIAMSON COUNTY, TEXAS** (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

> All of that certain 0.375-acre (16,321 square foot) tract of land, out of and situated in the Joseph Lee Survey, Abstract No. 393, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A" attached hereto and incorporated herein (**Parcel 37**);

together with all and singular the rights and appurtenances pertaining to the property, including any right, title, and interest of Seller in and to adjacent streets, alleys, or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements and fixtures situated on and attached to the Property, except Seller shall retain for itself and its heirs and successors, a driveway located on the North Side of the Property and highlighted in yellow on the survey shown in Exhibit "A" (the "Driveway"), described herein not otherwise retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II
PURCHASE PRICE AND ADDITIONAL COMPENSATION

Purchase Price

2.01. The Purchase Price for the fee simple Property interests described in Exhibit "A" shall be the sum of FORTY-THREE THOUSAND THREE HUNDRED EIGHTY-ONE and 00/100 Dollars ($43,381.00).

Payment of Purchase Price and Additional Compensation

2.02. The Purchase Price shall be payable in cash or other readily available funds at the Closing.

ARTICLE III
PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

3.02. As an obligation which shall survive the Closing of this transaction, Purchaser agrees that as part of the construction of proposed improvements to CR 279 (Bagdad Road) upon the Property it shall cause at its sole expense the existing Driveway to be reconstructed in substantial compliance with the design, plan and specifications as shown in Exhibit "B" attached hereto and incorporated herein. By execution of this Contract, Seller agrees to allow Purchaser, its agents and contractors to temporarily access the remaining property of Seller only to the extent and for the period required to carry out the requirements of this paragraph.

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the Closing.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SELLER

4.01. Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's knowledge:

(a) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than previously disclosed to Purchaser.

(b) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof.

4.02. The Property is being conveyed to Purchaser under threat of condemnation.

ARTICLE V
CLOSING

Closing Date

5.01. The Closing shall be held at the office of Texas National Title Company on or before May 5, 2023, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to the right of way Property described in Exhibit "A", conveying such interest in and to the portion of the Property free and clear of any and all monetary liens , except for the following:

(a) General real estate taxes for the year of closing and subsequent years not yet due and payable.

(b) Any exceptions approved by Purchaser pursuant to Article III hereof; and

(c) Any exceptions approved by Purchaser in writing.

(2) The Deed shall be in the form as shown in Exhibit "C" attached hereto and incorporated herein.

(3) Provide reasonable assistance as requested, at no cost to Seller, to cause the Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the permanent interests being conveyed in the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

(a) The boundary and survey exceptions shall be deleted.

(b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and

(c) The exception as to the lien for taxes shall be limited to the year of closing and shall be endorsed "Not Yet Due and Payable".

(4) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

(a) Pay the cash portion of the Purchase Price and Additional Compensation.

Prorations

5.04. General real estate taxes for the then current year relating to the portion of the Property conveyed in fee shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing, but shall otherwise remain the obligation of Seller to satisfy. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, which directly result from this Contract and conveyance shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

(1) Owner's Title Policy and survey to be paid by Purchaser.

(2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.

(3) All other closing costs shall be paid by Purchaser.

(4) Attorney's fees paid by each respectively.

ARTICLE VI
BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII
BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made, then Seller shall receive the amount of $500 as liquidated damages for any failure by Purchaser.

ARTICLE VIII
MISCELLANEOUS

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

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

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10 This Contract shall be effective as of the date it is approved by the Williamson County commissioners' court, which date is indicated beneath the County Judge's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

Contingent Possession and Use Agreement

8.12. Upon completion of (1) the full execution of this Contract by all parties, and (2) acknowledgment by the Title Company of delivery by Purchaser of the full Purchase Price to the Title Company, Purchaser, its agents and contractors shall be permitted at any time after March 31, 2023 to enter and possess the Property prior to Closing for the purpose of completing any and all necessary testing, utility relocation and construction activities associated with the proposed roadway improvement construction project of Purchaser on the Property or other obligations of this Contract, and Seller agrees to make any gate access available to Purchaser, its contractors or utility facility owners as necessary to carry out the purposes of this paragraph. The parties further agree to continue to use diligence in assisting with any title curative measures or mortgage lien release required by the Contract to complete the Closing of the purchase transaction.

SELLER:

BAGDAD REAL ESTATE LLC

By: Moez Momin (Apr 21, 2023 14:30 CDT)

Name: Moez Momin

Title: Managing partner

Date: Apr 21, 2023

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

Date: _____

County: Williamson
Parcel : 37 – Bagdad Real Estate LLC
Highway: Bagdad Rd (CR 279)

EXHIBIT A
PROPERTY DESCRIPTION

DESCRIPTION OF A 0.375 ACRE (16,321 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE JOSEPH LEE SURVEY, ABSTRACT NO. 393 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 4.92 ACRE TRACT OF LAND DESCRIBED IN A GENERAL WARRANTY DEED WITH VENDOR'S LIEN TO BAGDAD REAL ESTATE LLC, RECORDED IN DOCUMENT NO. 2022030204 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.375 ACRE (16,321 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 95.98 feet left of Bagdad Road Baseline Station 201+97.30 in the proposed westerly Right-of-Way (ROW) line of Bagdad Road (variable width ROW) (Grid Coordinates determined as N=10,200,002.24 E=3,060,651.95), same being in the existing northerly ROW line of County Road (C.R.) 281 (variable width ROW), same being the southerly boundary line of said 4.92 acre tract, for the southwesterly corner and **POINT OF BEGINNING** of the herein described parcel;

THENCE, departing said existing northerly ROW line, with said proposed westerly ROW line, through the interior of said 4.92 tract, the following two (2) courses:

1) **N 30°23'59" E** for a distance of **41.79** feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 68.50 feet left of Bagdad Road Baseline Station 202+28.79, for an angle point;

2) **N 10°07'20" W** for a distance of **417.18** feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 64.21 feet left of Bagdad Road Baseline Station 206+45.94, being in the southerly boundary line of that called 5.03 acre tract of land described in a Warranty Deed with Vendor's Lien to Lori A. Penn recorded in Document No. 1996061705 of the Official Records of Williamson County, Texas, same being the northerly boundary line of said 4.92 acre tract, for the northwesterly corner of the herein described parcel;

3) **THENCE,** departing said proposed ROW line, with the common boundary line of said 4.92 acre tract, and said 5.03 acre tract, **N 69°47'30" E** for a distance of **12.90** feet to a calculated point, in the existing westerly ROW line of C. R. 279 (Bagdad Road) (variable width ROW), being the northwesterly corner of that called 0.1406 acre ROW tract described in deed to County Judge John Doerfler recorded in Document No. 1997021432 of the Official Records of Williamson County, Texas, same being the northeasterly corner of said 4.92 acre tract, and the southeasterly corner of said 5.03 acre tract, for the northeasterly corner of the herein described parcel;

THENCE, departing said 5.03 acre tract, with said existing westerly ROW line, same being the easterly boundary line of said 4.92 acre tract, the following four (4) courses:

4) Along said curve to the left, having a delta angle of **01°41'18"**, a radius of **1,563.00** feet, an arc length of **46.06** feet and a chord which bears **S 15°41'41" E,** for a distance of **46.06** feet to a calculated point of non-tangency;

5) **S 16°32'11" E** for a distance of **299.07** feet to a 1/2" iron rod found, for the beginning of a non-tangent curve to the left;

6) Along said curve to the left, having a delta angle of **02°24'14"**, a radius of **1,493.00** feet, an arc length of **62.64** feet and a chord which bears **S 16°58'56" E,** for a distance of **62.64** feet to a calculated point of reverse curvature;

County: Williamson
Parcel : 37 – Bagdad Real Estate LLC
Highway: Bagdad Rd (CR 279)

7) Along said curve to the right, having a delta angle of **85°44'01"**, a radius of **30.00** feet, an arc length of **44.89** feet and a chord which bears **S 25°49'49" W,** for a distance of **40.82** feet to a calculated point of non-tangency, being the intersection of said C.R. 279 ROW and said C.R. 281 ROW, same being the southwesterly corner of said 0.1406 acre ROW tract;

8) **THENCE,** departing said existing C.R. 279 ROW line, with the existing northerly ROW line of said C.R. 281, same being the southerly boundary line of said 4.92 acre tract, **S 67°57'09" W** for a distance of **62.61** feet to the **POINT OF BEGINNING**, containing 0.375 acres (16,321 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

That I, M. Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direct supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

M. Stephen Truesdale 1 DEC 2022

M. Stephen Truesdale Date
Registered Professional Land Surveyor No. 4933
Licensed State Land Surveyor
Inland Geodetics
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681

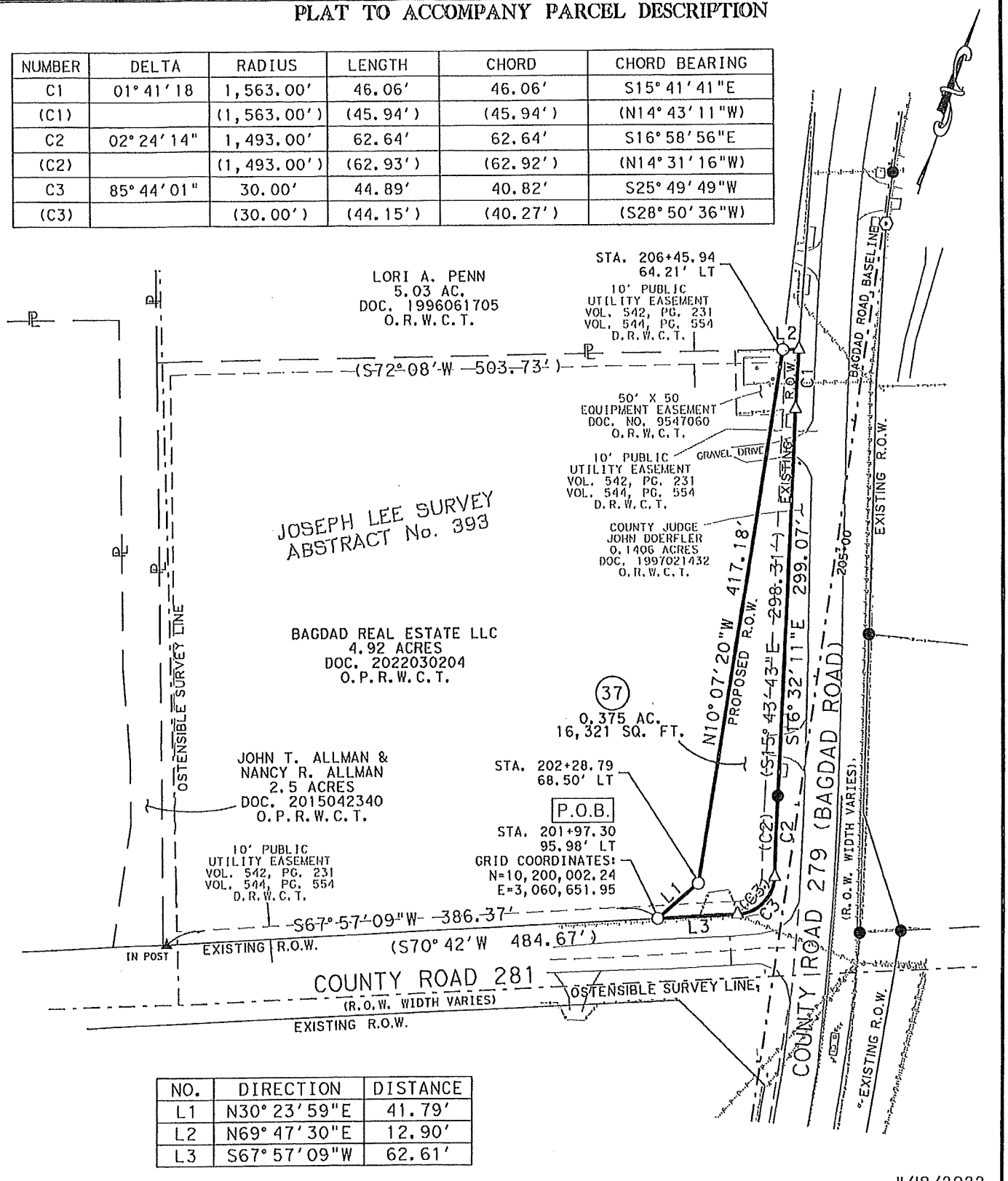
STATE OF TEXAS
REGISTERED
M. STEPHEN TRUESDALE
4933
PROFESSIONAL
LAND SURVEYOR

S:_BINKLEY & BARFIELD\BAGDAD ROAD 2020\PARCELS\PARCEL 37-BAGDAD REAL ESTATE PARCEL 37-BAGDAD REAL ESTATE.doc

EXHIBIT "A"

PLAT TO ACCOMPANY PARCEL DESCRIPTION

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	01°41'18	1,563.00'	46.06'	46.06'	S15°41'41"E
(C1)		(1,563.00')	(45.94')	(45.94')	(N14°43'11"W)
C2	02°24'14"	1,493.00'	62.64'	62.64'	S16°58'56"E
(C2)		(1,493.00')	(62.93')	(62.92')	(N14°31'16"W)
C3	85°44'01"	30.00'	44.89'	40.82'	S25°49'49"W
(C3)		(30.00')	(44.15')	(40.27')	(S28°50'36"W)



NO.	DIRECTION	DISTANCE
L1	N30°23'59"E	41.79'
L2	N69°47'30"E	12.90'
L3	S67°57'09"W	62.61'

11/18/2022

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

BAGDAD REAL ESTATE LLC

PARCEL 37
0.375 ACRES
16,321 Sq. Ft.

SCALE	PROJECT	COUNTY
1" = 100'	BAGDAD ROAD	WILLIAMSON

S:\BINKLEY & BARFIELD\BAGDAD ROAD 2020\PARCELS\PARCEL 37-BAGDAD REAL ESTATE\PARCEL 37-AMESCUA.dgn

EXHIBIT "A"

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

●	½" IRON ROD FOUND UNLESS NOTED	( )	RECORD INFORMATION
⊙	IRON ROD FOUND W/PLASTIC CAP	⌐⌙⌐	LINE BREAK
◎	½" IRON PIPE FOUND UNLESS NOTED	N	DENOTES COMMON OWNERSHIP
▲	60/D NAIL FOUND STAMPED "WILLIAMSON COUNTY" FOUND	P.O.B.	POINT OF BEGINNING
		N.T.S.	NOT TO SCALE
△	CALCULATED POINT	D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
○	IRON ROD W/ ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" SET (UNLESS NOTED OTHERWISE)	O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
℄	PROPERTY LINE	O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS

1) ALL BEARINGS SHOWN HEREON ARE BASED ON GRID BEARING. ALL DISTANCES ARE SURFACE DISTANCES. COORDINATES ARE SURFACE VALUES BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. T-165875, ISSUED BY TEXAS NATIONAL TITLE, INC. EFFECTIVE DATE AUGUST 01, 2022, ISSUE DATE AUGUST 09, 2022.

1. RESTRICTIVE COVENANTS: VOLUME 544, PAGE 56, EXPIRED JANUARY 2000, AND VOLUME 544, PAGE 554, SUBJECT TO, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS.

10(2). AN ELECTRIC AND/OR TELEPHONE TRANSMISSION DISTRIBUTION LINE OR SYSTEM EASEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE, INC. AS DESCRIBED IN VOLUME 542, PAGE 231, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

3. AN EQUIPMENT STATION EASEMENT GRANTED TO SOUTHWESTERN BELL TELEPHONE COMPANY AS DESCRIBED IN DOCUMENT NO. 9547060 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECT AS SHOWN.

4. A 10 FOOT UTILITY EASEMENT ALONG ALL LOT LINES OF ALL TRACTS AS DESCRIBED IN VOLUME 544, PAGE 554 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

5. BUILDING SETBACK LINE(S) AS PROVIDED IN RESTRICTIONS OF RECORD IN VOLUME 544, PAGE 56, EXPIRED JANUARY 2000 AND VOLUME 544, PAGE 554, SUBJECT TO, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS.

9. ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN ORDINANCE NO. 05-0-56 IN DOCUMENT NO. 2005066230, AND FURTHER RATIFIED BY ORDINANCE NO. 06-0-12, RECORDED IN DOCUMENT NO. 2006013010, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

10. ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN ORDINANCE NO. 16-035-00 OF RECORD IN DOCUMENT NO. 2017011280 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

11. ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN RIGHT-OF-WAY DEDICATION OF RECORD IN DOCUMENT NO. 9721432 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

M. Stephen Truesdale 1 DEC 2022

DATE

M. STEPHEN TRUESDALE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TEXAS 78681

STATE OF TEXAS · REGISTERED · M. STEPHEN TRUESDALE · 4933 · PROFESSIONAL · LAND SURVEYOR

11/18/2022

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

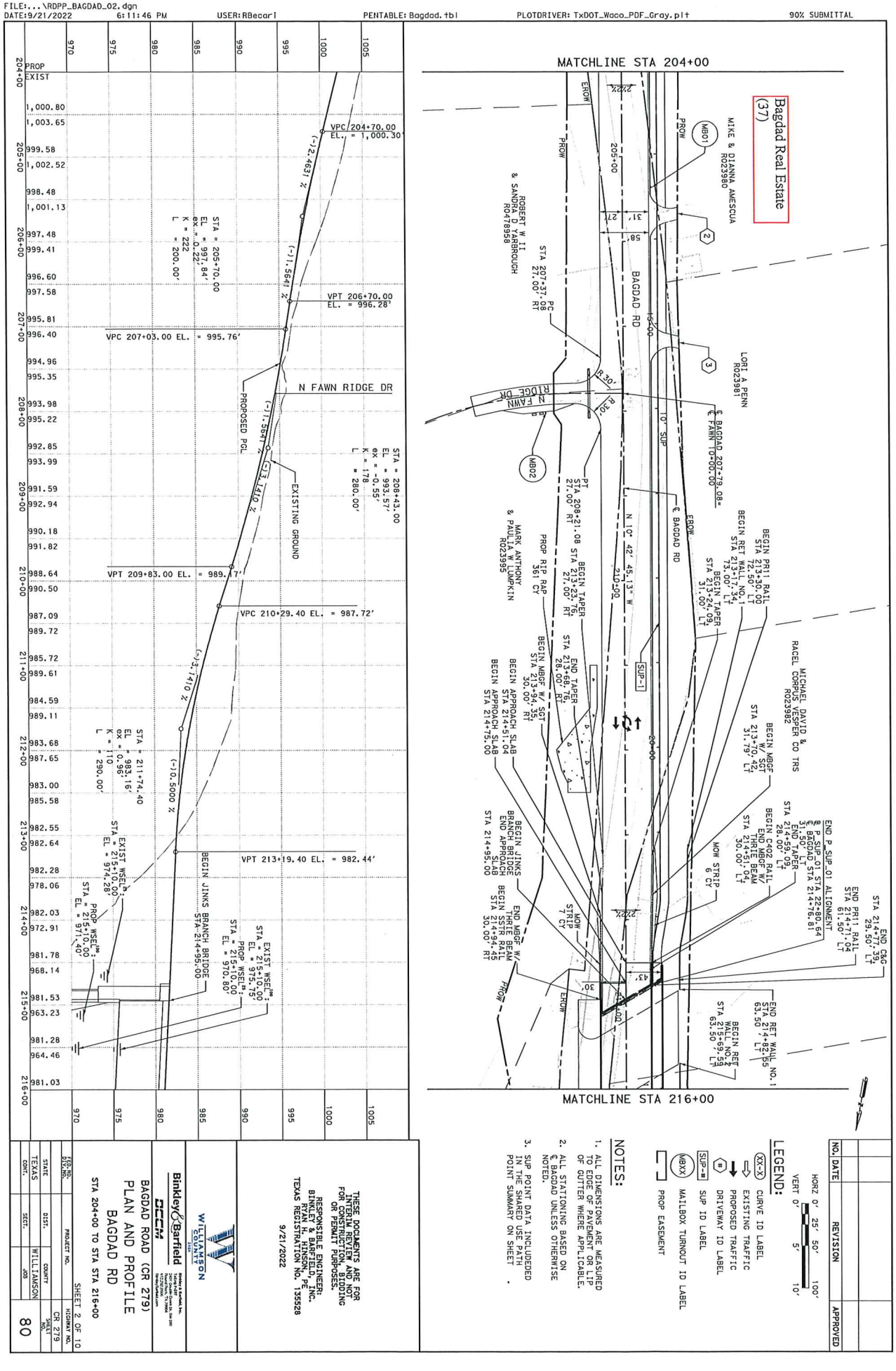
BAGDAD REAL ESTATE LLC

SCALE	PROJECT	COUNTY
1" = 100'	BAGDAD ROAD	WILLIAMSON

PARCEL 37
0.375 ACRES
16,321 Sq. Ft.

S:\BINKLEY & BARFIELD\BAGDAD ROAD 2020\PARCELS\PARCEL 37-BAGDAD REAL ESTATE\PARCEL 37-AMESCUA.dgn

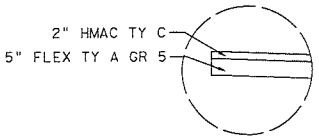
EXHIBIT "B"


FILE:...\RDPP_BAGDAD_02.dgn
DATE:9/21/2022 6:11:46 PM USER:RBecarl PENTABLE:Bagdad.tbl PLOTDRIVER:TxDOT_Waco_PDF_Gray.plt 90% SUBMITTAL
Bagdad Real Estate (37)
MATCHLINE STA 204+00
MATCHLINE STA 216+00
BAGDAD RD
N FAWN RIDGE DR
MIKE & DIANNA AMESCUA R023980
ROBERT W II & SANDRA D YARBROUGH R0478958
LORI A PENN R023981
MARK ANTHONY & PAULA W HAMPKIN R023995
MICHAEL DAVID & CHARLES VESPER CO TRS RACEL CORPUS R023982
VPC 204+70.00 EL. = 1,000.30'
VPT 206+70.00 EL. = 996.28'
VPC 207+03.00 EL. = 995.76'
VPT 209+83.00 EL. = 989.17'
VPC 210+29.40 EL. = 987.72'
VPT 213+19.40 EL. = 982.44'
(-)2.4631 %
(-)1.5641 %
(-)1.3941 %
(-)3.1410 %
(-)0.5000 %
PROPOSED PGL
EXISTING GROUND
STA = 205+70.00
EL = 997.84'
ex = 0.27
K = 222
L = 200.00'
STA = 208+43.00
EL = 993.57'
ex = -0.55'
K = 178
L = 280.00'
STA = 211+74.40
EL = 983.16'
ex = 0.96'
K = 110
L = 290.00'
EXIST WSEL: STA = 215+10.00 EL = 974.28'
PROP WSEL: STA = 215+10.00 EL = 971.10'
EXIST WSEL: STA = 215+10.00 EL = 975.75'
PROP WSEL: STA = 215+10.00 EL = 970.80'
BEGIN JINKS BRANCH BRIDGE STA 214+95.00
PROP RIP RAP 361 CY
BEGIN TAPER STA 213+23.76' 27.00' RT
END TAPER STA 213+68.76' 28.00' RT
BEGIN MBGF W/ SGT STA 213+94.35' 30.00' RT
BEGIN APPROACH SLAB STA 214+51.04 30.00' RT
BEGIN APPROACH SLAB STA 214+75.00
END MBGF W/ THRIE BEAM STA 214+94.45 30.00' RT
BEGIN JINKS BRANCH END APPROACH SLAB STA 214+95.00
MOW STRIP 1' CY
MOW STRIP 6' CY
PT STA 209+21.08 27.00' RT
BEGIN PR11 RAIL STA 72.50' LT
BEGIN RET WALL NO.1 STA 213+07.34 73.00' LT
BEGIN TAPER STA 213+24.09 31.00' LT
BEGIN MBGF W/ SGT STA 213+70.42 31.79' LT
END P_SUP-01 STA 22+80.64 & BAGDAD STA 214+76.81
BEGIN C402 RAIL STA 214+59.09 28.00' LT
END MBGF W/ THRIE BEAM STA 214+94.45 30.00' LT
END PR11 RAIL STA 214+71.04 61.50' LT
END C&G STA 214+77.39 29.50' LT
BEGIN RET WALL NO.1 STA 215+69.59 63.50' LT
END RET WALL NO.1 STA 214+87.53 63.50' LT
SUP-1
10' SUP
R30'
LEGEND:
(XX-X) CURVE ID LABEL
EXISTING TRAFFIC
PROPOSED TRAFFIC
(#) DRIVEWAY ID LABEL
SUP-# SUP ID LABEL
(MBXX) MAILBOX TURNOUT ID LABEL
PROP EASEMENT
HORZ 0' 25' 50' 100'
VERT 0' 5' 10'
NO. DATE REVISION APPROVED
NOTES:
1. ALL DIMENSIONS ARE MEASURED TO EDGE OF PAVEMENT OR LIP OF GUTTER WHERE APPLICABLE.
2. ALL STATIONING BASED ON ℄ BAGDAD UNLESS OTHERWISE NOTED.
3. SUP POINT DATA INCLUDEDED IN THE SHARED USE PATH POINT SUMMARY ON SHEET .
THESE DOCUMENTS ARE FOR INTERIM REVIEW AND NOT FOR CONSTRUCTION, BIDDING OR PERMIT PURPOSES.
RESPONSIBLE ENGINEER: BINKLEY & BARFIELD, INC. TIMOTHY L. BARFIELD, PE TEXAS REGISTRATION No. 135528
9/21/2022
Binkley & Barfield
BCCM
WILLIAMSON COUNTY
BAGDAD ROAD (CR 279)
PLAN AND PROFILE
BAGDAD RD
STA 204+00 TO STA STA 216+00
SHEET 2 OF 10
80
FED. RD. DIV. NO.
PROJECT NO.
HIGHWAY NO. CR. 279
STATE TEXAS
DIST.
COUNTY WILLIAMSON
CONT.
SECT.
JOB
JOB NO.

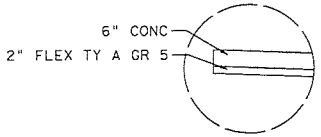
NO.	DATE	REVISION	APPROVED

DRIVEWAY DETAILS

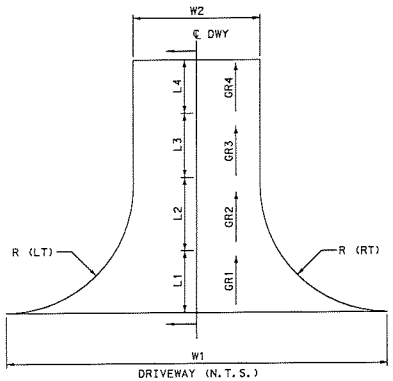
DRIVEWAY NUMBER	P&P SHEET NO.	STATION @ EOP	PVMNT.	PROP WIDTH @ ROADWAY (W1)	PROP WIDTH @ DRIVEWAY END (W2)	DRIVEWAY AREA	PROP RADIUS (LT)	PROP RADIUS (RT)	SKEW (DEGREES)	OVERALL LENGTH (L)	LENGTH (L1)	LENGTH (L2)	LENGTH (L3)	LENGTH (L4)	GRADE (G1)	GRADE (G2)	GRADE (G3)	GRADE (G4)	C1 ELEV(VPI 1)	C2 ELEV (VPI 2)	C3 ELEV(VPI 3)	TIE-IN ELEVATION	EOP GRADE	TIE-IN GRADE
				(FT)	(FT)	(SF)	(FT)	(FT)	(°)	(FT)	(FT)	(FT)	(FT)	(FT)	(%)	(%)	(%)	(%)	(FT)	(FT)	(FT)	(FT)	(%)	(%)
1	1 OF 10	198+43.38	ASPH.	59.43	14.00	915.68	25.00	20.00	78.4	48.22	3.32	43.24	1.66		-1.50	10.00	15.00		1015.07	1019.39		1019.64	-2.00	4.50
2	2 OF 10	205+75.81	ASPH.	66.26	14.53	805.45	25.00	25.00	75.0	35.23	10.35	10.35	14.52		6.52	1.97	-1.55		998.00	998.21		997.98	-2.00	-6.14
3	2 OF 10	207+10.68	ASPH.	65.81	14.00	807.14	25.00	25.00	76.5	35.96	10.28	10.28	15.39		5.65	1.08	-1.52		995.60	995.71		995.48	-2.00	-9.68
4	3 OF 10	218+78.31	ASPH.	51.96	14.00	2298.38	15.00	25.00	SEE P&P SHEETS FOR PROFILE INFORMATION															
5	3 OF 10	220+87.57	ASPH.	64.02	14.00	1239.15	25.00	25.00	88.60	69.32	51.06	10.01	8.25		5.51	1.54	0.91		986.25	986.41		986.48	-2.00	2.98
6	3 OF 10	222+29.06	CONC.	64.00	14.00	1200.86	25.00	25.00	SEE P&P SHEETS FOR PROFILE INFORMATION															
7	3 OF 10	222+65.59	ASPH.	58.71	14.00	1082.75	15.00	25.00		63.54	12.00	51.54			-2.00	-2.52			986.49			985.19	-2.00	-0.47
8	3 OF 10	223+71.23	ASPH.	62.88	14.00	1282.87	25.00	25.00	78.7	70.75	55.40	10.17	4.59	0.59	4.00	0.83	10.00	10.00	990.53	990.61	991.07	991.13	-2.00	4.97
9	3 OF 10	224+28.18	CONC.	63.67	16.00	1461.33	25.00	25.00	87.6	74.51	52.90	10.02	6.82	4.77	5.44	1.45	10.00	10.00	992.17	992.31	993.00	993.47	-2.00	4.40
10	3 OF 10	225+93.35	ASPH.	64.70	14.00	1288.03	25.00	25.00	81.6	71.87	48.17	10.15	13.55		2.12	1.39	-1.89		993.16	993.30		993.04	-2.00	2.27
11	3 OF 10	227+03.99	CONC.	47.00	18.00	1518.01	25.00	25.00		69.43	43.82	10.00	15.61		-0.40	1.50	15.61		993.86	994.01		995.23	-2.00	1.16
12	4 OF 10	229+82.51	ASPH.	46.35	15.00	2379.37	15.00	15.00	SEE P&P SHEETS FOR PROFILE INFORMATION															
13	4 OF 10	237+02.42	ASPH.	64.00	14.00	1061.79	25.00	25.00		56.68	8.00	30.00	18.68		-2.00	2.14	0.89		1004.27	1004.91		1005.08	-2.00	-1.69
14	4 OF 10	239+18.37	ASPH.	65.00	14.20	1099.42	25.00	25.00	80.2	58.05	8.12	30.44	19.49		-2.46	-1.81	-4.12		1010.47	1009.92		1009.11	-2.00	-1.82
15	5 OF 10	251+62.27	CONC.	64.00	14.00	1706.75	25.00	25.00	84.0	100.90	79.38	10.00	11.52	3.55	8.23	1.50	10.00	15.00	1032.037	1032.187	1033.34	1033.87	-2.00	6.70
16	6 OF 10	256+54.63	ASPH.	64.00	14.02	1125.78	25.00	25.00		61.24	12.00	49.24			-2.02	3.58			1016.28			1018.05	-2.00	0.92
17	6 OF 10	259+17.80	ASPH.	64.36	14.08	1188.04	25.00	25.00		58.15	45.25	10.05	2.85	7.13	4.37	1.06	10.00	15.00	1010.98	1011.09	1011.37	1012.44	-2.00	1.47
18	7 OF 10	268+64.00	ASPH.	90.00	30.00	2222.00	30.00	30.00		61.19	12.00	30.00	19.19		-2.00	0.17	-2.72		1005.45	1005.21		1004.73	-2.00	-3.33
18A	7 OF 10	264+74.24	ASPH.	64.00	14.01	1302.87	25.00	25.00		73.90	12.00	61.90			-2.01	-4.97			1006.05			1002.97	-2.00	-1.19
19	7 OF 10	270+86.64	ASPH.	88.80	30.00	2195.54	30.00	30.00		60.76	12.01	48.75			-2.02	-2.09			1003.62			1002.60	-2.00	-5.58



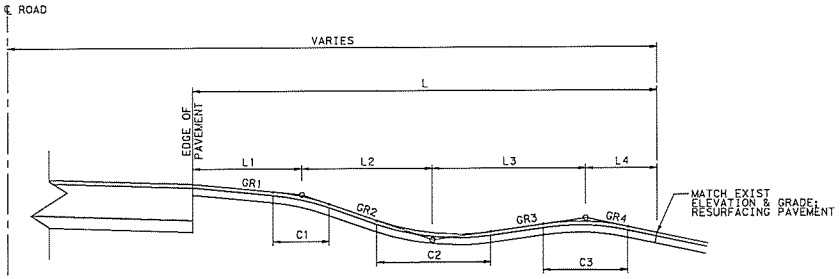
DRIVEWAY PVMT STRUCTURE-ASPHALT



DRIVEWAY PVMT STRUCTURE-CONC



DRIVEWAY (N.T.S.)



SECTION A-A

NOTE:

REFER TO DRAINAGE PLAN AND PROFILE SHEETS FOR DRIVEWAY CULVERT DETAILS.

THESE DOCUMENTS ARE FOR INTERIM REVIEW AND NOT FOR CONSTRUCTION, BIDDING OR PERMIT PURPOSES.

RESPONSIBLE ENGINEER:
BINKLEY & BARFIELD, INC.
RYAN H. HINSON, PE
TEXAS REGISTRATION NO. 135528

9/21/2022

WILLIAMSON COUNTY

Binkley & Barfield

DCCM

BAGDAD ROAD (CR 279)
DRIVEWAY DETAILS
BAGDAD RD

SCALE = N.T.S. SHEET 1 OF 2

FED. RD. DIV. NO.	PROJECT NO.		HIGHWAY NO.
			CR 279
STATE	DIST.	COUNTY	SHEET NO.
TEXAS		WILLIAMSON	110
CONT.	SECT.	JOB	

90% SUBMITTAL
PLOTDRIVER: TxDOT_Waco_PDF_Gray.plt
PENTABLE: Bagdad.tbl
USER: RBecerril
FILE: ...\RDDD_DRIVE_DET_01.dgn
DATE: 9/21/2022 6:13:57 PM

EXHIBIT "C"

Parcel 37

DEED

County Road 279 @ Bagdad Rd. Right of Way

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

That **BAGDAD REAL ESTATE LLC**, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto **WILLIAMSON COUNTY, TEXAS**, all that certain tract(s) or parcel(s) of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows (the "Property"):

> All of that certain 0.375-acre (16,321 square foot) tract of land, out of and situated in the Joseph Lee Survey, Abstract No. 393, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A" attached hereto and incorporated herein (**Parcel 37**);

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property, to wit:

Grantor shall retain for itself and its heirs and successors, the right of access to a driveway located at approximately Sta. 205+75L of CR 279/Bagdad Road on the North Side of Parcel 37 and as labeled on the Plat to Accompany Parcel Description shown in Exhibit "A".

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of Grantee's roadway facilities and all related appurtenances.

TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2023.

[signature pages follow]

GRANTOR:

BAGDAD REAL ESTATE LLC

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2023 by _____ in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, PLLC
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:

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

AFTER RECORDING RETURN TO:

Exhibit A

Commissioners Court - Regular Session **53.**

Meeting Date: 05/02/2023

CR 255 Real Estate Contract

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action on a real estate contract with Terry A. Williams for 0.122 acres of ROW needed on County Road 255. (Parcel 29) Funding Source: TANS P588.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	04/27/2023 11:20 AM
Form Started By: Charlie Crossfield		Started On: 04/26/2023 11:03 AM
Final Approval Date: 04/27/2023		

REAL ESTATE CONTRACT
CR 255 Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **TERRY A. WILLIAMS** (referred to in this Contract as "Seller", whether one or more) and **WILLIAMSON COUNTY, TEXAS** (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

> All of that certain 0.122-acres (5,308 square foot) tract of land, out of and situated in the James Northcross Survey, Abstract No. 478, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein **(Parcel 29):**

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements and fixtures situated on and attached to the Property described herein not otherwise retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II
PURCHASE PRICE AND ADDITIONAL COMPENSATION

Purchase Price

2.01. The Purchase Price for the fee simple Property interests described in Exhibit "A" shall be the sum of TWENTY-FIVE THOUSAND and 00/100 Dollars ($25,000.00).

Payment of Purchase Price and Additional Compensation

2.02. The Purchase Price shall be payable in cash or other readily available funds at the Closing.

ARTICLE III
PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligations of the Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the Closing.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SELLER

4.01. Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's knowledge:

(a) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than previously disclosed to Purchaser.

(b) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof.

4.02. The Property is being conveyed to Purchaser under threat of condemnation.

ARTICLE V
CLOSING

Closing Date

5.01. The Closing shall be held at the office of Longhorn Title Company on or before May 31, 2023, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to the right of way Property described in Exhibit "A", conveying such interest in and to the portion of the Property free and clear of any and all monetary liens and restrictions, except for the following:

(a) General real estate taxes for the year of closing and subsequent years not yet due and payable.

(b) Any exceptions approved by Purchaser pursuant to Article III hereof; and

(c) Any exceptions approved by Purchaser in writing.

(2) The Deed shall be in the form as shown in Exhibit "B" attached hereto and incorporated herein.

(3) Provide reasonable assistance as requested, at no cost to Seller, to cause the Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the permanent interests being conveyed in the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

(a) The boundary and survey exceptions shall be deleted.

(b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and

(c) The exception as to the lien for taxes shall be limited to the year of closing and shall be endorsed "Not Yet Due and Payable".

(4) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

(a) Pay the cash portion of the Purchase Price and Additional Compensation.

Prorations

5.04. General real estate taxes for the then current year relating to the portion of the Property conveyed in fee shall be prorated as of the Closing Date and shall be adjusted in cash at

the Closing but shall otherwise remain the obligation of Seller to satisfy. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, which directly result from this Contract and conveyance shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

(1) Owner's Title Policy and survey to be paid by Purchaser.

(2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.

(3) All other closing costs shall be paid by Purchaser.

(4) Attorney's fees paid by each respectively.

ARTICLE VI
BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII
BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made, then Seller shall receive the amount of $500 as liquidated damages for any failure by Purchaser.

ARTICLE VIII
MISCELLANEOUS

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

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

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10 This Contract shall be effective as of the date it is approved by the Williamson County commissioners' court, which date is indicated beneath the County Judge's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

Contingent Possession and Use Agreement

8.12. Upon completion of (1) the full execution of this Contract by all parties, and (2) acknowledgment by the Title Company of delivery by Purchaser of the full Purchase Price to the Title Company, Purchaser, its agents and contractors shall be permitted at any time to enter and possess the Property prior to Closing for the purpose of completing any and all necessary testing, utility relocation and construction activities associated with the proposed CR 255 improvement construction project of Purchaser, and Seller agrees to make any gate access available to Purchaser, its contractors or utility facility owners as necessary to carry out the purposes of this paragraph. The parties further agree to continue to use diligence in assisting with any title curative measures or mortgage lien release required by the Contract to complete the Closing of the purchase transaction.

SELLER:

Terry A. Williams

Address: 108 BLUEBELL DR.
GEORGETOWN TX. 78633

Date: 4/19/23

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

Date: _____

Exhibit "A"

WALKER
TEXAS SURVEYORS
P. O. Box 324
Cedar Park, Texas 78630-0324
(512) 259-3361Phone
Please add TBPLS Firm No. 10103800

0.122 ACRE RIGHT-OF-WAY PARCEL NO. 29
KARL L. PEDERSON AND CAROL A. PEDERSEN
LOT 9, BLOCK B, NORTH VISTA RANCH PHASE I, FINAL PLAT
WILLIAMSON COUNTY, TEXAS

A DESCRIPTION OF 0.122 ACRES (APPROXIMATELY 5,308 SQ. FT.) IN THE JAMES NORTHCROSS SURVEY, ABSTRACT NO. 478, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 9, BLOCK B, NORTH VISTA RANCH, PHASE 1, FINAL PLAT, A SUBDIVISION OF RECORD IN DOCUMENT NO. 20200657265 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, KARL L. PEDERSON AND CAROL A. PEDERSEN, IN A WARRANTY DEED DATED FEBRUARY 8, 2021, AND RECORDED IN DOCUMENT NO. 2022082112 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.122 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½ inch iron rod with cap marked "Matkin-Hoover-Surveying & Eng." Found in the existing east right-of-way line of County Road 255 (right-of-way width varies), for the southwest corner of Lot 10, Block B and the northwest corner of the herein described tract of land, also being the northwest corner of said Lot 9, Block B, from which a 1/2" iron rod with "Matkin-Hoover-Surveying & Eng" cap found in the existing east right-of-way line of County Road 255 at the southwest corner of Lot 2, Block A, bears North 20°37'54" West, a distance of 327.16 feet;

THENCE North 70°49'17" East, with the north line of said Lot 9 and the South line of Lot 10 a distance of 44.40 feet to the northeast corner of the herein described tract a set ½ inch iron rod with cap marked "Walker 5283" from which a ½ inch iron rod with cap marked "Matkin-Hoover-Surveying & Eng." Found at the northeast corner of said Lot 9 bears North 70°49'17" East a distance of 289.54 feet;

THENCE South 20°05'16" East a across said Lot 9 a distance of 39.44 feet to the beginning of a curve to the right having a radius of 6,568.00 feet, a set ½ inch iron rod with cap marked "Walker 5283";

THENCE in a Southeasterly direction with said curve to the right an arc distance of 94.54 feet (having a delta angle of 00°49'29", a chord bearing of South 19°40'32" East, a chord distance of 94.54 feet) to set ½ inch iron rod with cap marked "Walker 5283" set in the South line of said Lot 9, Block B and the North line of Lot 8, Block 5 from which a ½ inch iron rod with cap marked "Matkin-Hoover-Surveying & Eng." found at the Southeast corner of Lot 9, Block B, the Northeast corner of Lot 8, Block B bears North 70°49' 16" East a distance of 291.58 feet;

THENCE South 70°49'39" West with the South line of said Lot 2 and the North line of Lot 1 a distance of 43.50 feet to the southwest corner of the herein described tract the southwest corner of said Lot 2, the northwest corner of Lot 1 a ½ inch iron rod with cap marked "Matkin-Hoover-Surveying & Eng." Found in the East right-of-way line of said County Road 255 (variable width), from which a ½ inch iron rod with cap marked "Matkin-Hoover-Surveying & Eng." found at the southwest corner of Lot 10, Block B bears South 20°37'54" East a distance of 327.16 feet;

THENCE South 70°49'16" West with the South line of said Lot 9 and the North line of said Lot 8 a distance of 38.43 feet to the Southwest corner of the herein described tract, the Southwest corner of said Lot 9 and the Northwest corner of said Lot 8 a ½ inch iron rod with cap marked "Matkin-Hoover-Surveying & Eng." Found in the East right-of-way line of County Road 255;

THENCE North 20°38'10" West with the West line of said Lot 9 and the East right of way line of said County Road 255 a distance of 134.01 feet to the **POINT OF BEGINNING**, containing 0.122 acres of land more or less.

Bearing Basis: The Texas Coordinate System of 1983 (NAD83), Central Zone, based on GPS solutions from the National Geodetic Survey (NGS) On-Line Positioning User Service (OPUS). Attachments: Survey Drawing No. 075054-02-PARCEL 29.

"PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS THE FINAL SURVEY DOCUMENT."

Charles G. Walker Date
Registered Professional Land Surveyor
State of Texas No. 5283
Walker Texas Surveyors, Inc.
T.B.P.L.S. FIRM NO. 10103800

SKETCH TO ACCOMPANY A DESCRIPTION OF 0.122 ACRES (APPROXIMATELY 5,305 SQ. FT.) IN THE JAMES NORTHCROSS SURVEY, ABSTRACT NO. 478, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 9, BLOCK B, FINAL PLAT OF NORTH VISTA RANCH, PHASE 1, SUBDIVISION, A SUBDIVISION OF RECORD IN DOCUMENT NO. 2020065726 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, CONVEYED TO KARL L. PEDERSEN AND CAROL A. PEDERSEN, IN A WARRANTY DEED DATED JULY 8, 2022- AND RECORDED IN DOCUMENT NO. 2022082112 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

LINE	BEARING	DISTANCE
L1	N 70°49'17" E	40.40'
L2	S 20°05'16" E	39.44'
L3	S 70°49'16" W	38.43'
L4	N 20°38'22" W	134.01'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	6568.00'	94.54'	94.54'	S 19°40'32" E	0°49'29"

LEGEND

○	*1/2" IRON ROD WITH "WALKER 5283" CAP SET*
●	*1/2" IRON ROD FOUND (UNLESS NOTED OTHERWISE)*
● M-H-S	*1/2" IRON ROD FOUND WITH CAP MARKED "MATKIN-HOOVER-SURVEY&ENG"*
△	*CALCULATED POINT*
P.R.W.C.T.	*PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS*
O.P.R.W.C.T.	*OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS*
O.R.W.C.T.	*OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS*
——X——	*FENCE LINE*
( )	*RECORD INFORMATION*

ALL BEARINGS, DISTANCES, COORDINATES AND AREAS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), TEXAS CENTRAL ZONE, BASED ON GPS SOLUTIONS FROM THE NATIONAL GEO DETIC SURVEY (NGS) ON-LINE POSITIONING USER SERVICE (OPUS).

COMBINED SCALE FACTOR = 0.999849624
(FOR SURFACE TO GRID CONVERSION)

INVERSE SCALE FACTOR = 1.000115040
(FOR GRID TO SURFACE CONVERSION)

"PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS THE FINAL SURVEY DOCUMENT."

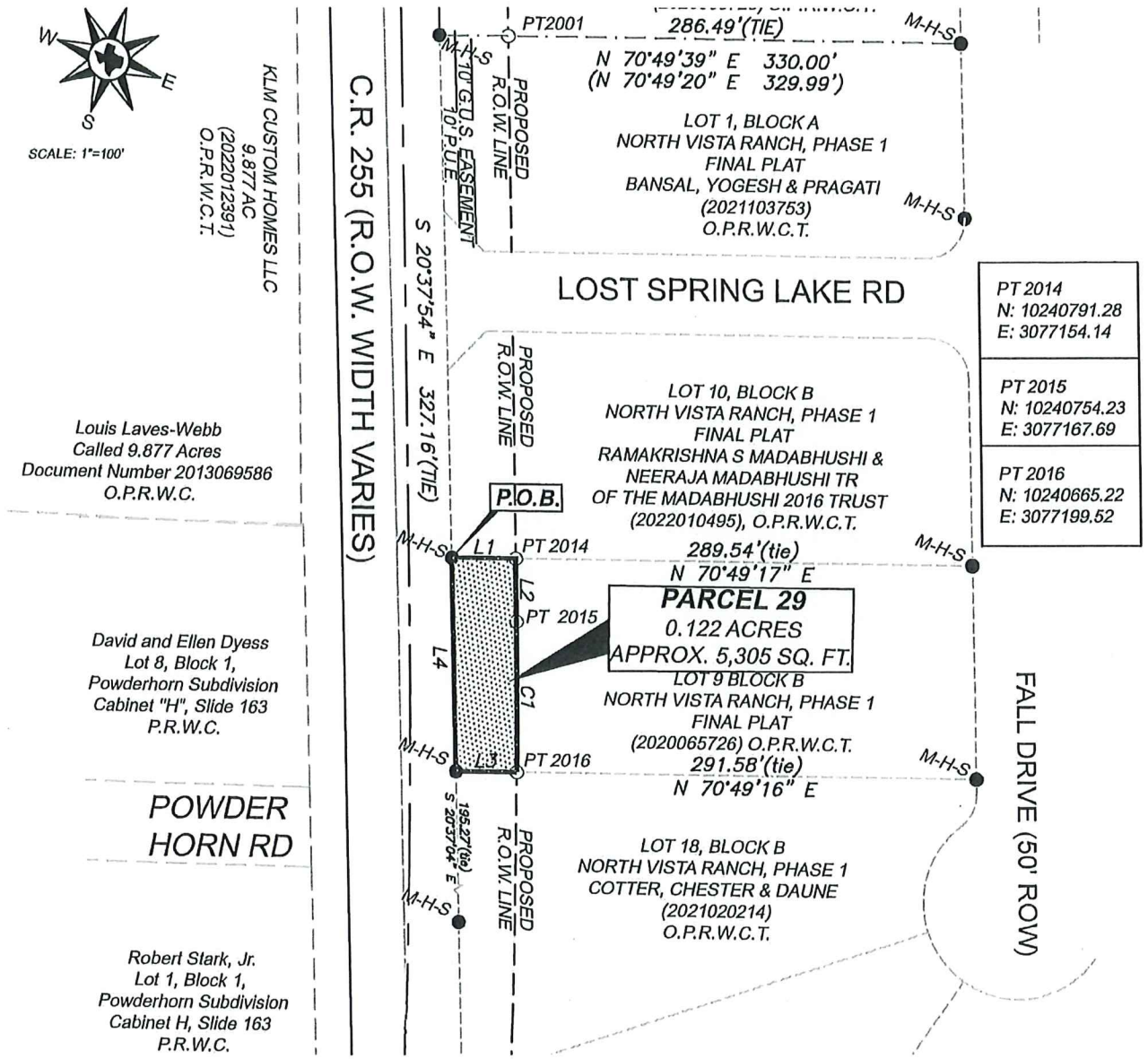
THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A TITLE COMMITMENT AND NO TITLE SEARCH WAS PERFORMED BY THE SURVEYOR. THERE MAY BE EASEMENTS OR OTHER INSTRUMENTS PERTAINING TO THIS PROPERTY THAT ARE NOT SHOWN HEREON.

WALKER TEXAS SURVEYORS, INC.
P.O. BOX 324
CEDAR PARK, TEXAS 78630
(512) 259-3361
T.B.P.L.S. FIRM NO. 10103800

DATE OF SURVEY: OCTOBER, 2022
DRAWING NO.: 0750504-02-PARCEL 29
PROJECT NO.: 0750504
DRAWN BY: MLH

WILLIAMSON COUNTY
1848

WALKER
TEXAS SURVEYORS



LINE	BEARING	DISTANCE
L1	N 70°49'17" E	40.40'
L2	S 20°05'16" E	39.44'
L3	S 70°49'16" W	38.43'
L4	N 20°38'22" W	134.01'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	6568.00'	94.54'	94.54'	S 19°40'32" E	0°49'29"

"PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS THE FINAL SURVEY DOCUMENT."

DRAWING NO.: 075054-02--PARCEL 29
PAGE 4 OF 4

WILLIAMSON COUNTY
1848

WALKER
TEXAS SURVEYORS

Exhibit "B"

Parcel 29

DEED
County Road 255 Right of Way

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

That **TERRY A. WILLIAMS,** hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto **WILLIAMSON COUNTY, TEXAS**, all that certain tract(s) or parcel(s) of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows (the "Property"):

> All of that certain 0.122-acres (5,308 square foot) tract of land, out of and situated in the James Northcross Survey, Abstract No. 478, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein **(Parcel 29):**

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property, to wit: 3 Strand Barb Wire Fence

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of Grantee's roadway facilities and all related appurtenances.

TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ___ day of _____, 2023.

[signature page follows]

GRANTOR:

_____
Terry A. Williams

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2023 by Terry A. Williams in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

REPARED IN THE OFFICE OF:

Sheets & Crossfield, PLLC
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:

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

AFTER RECORDING RETURN TO:

Commissioners Court - Regular Session **54.**

Meeting Date: 05/02/2023

Southeast Loop (Segment 2) Contract

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action on a real estate contract with Swindoll Investments, LP for 4.091 acres of ROW needed on Southeast Loop Segment 2. (Parcel 44) Funding Source: TANS P588.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	04/27/2023 11:21 AM
Form Started By: Charlie Crossfield		Started On: 04/26/2023 11:08 AM
Final Approval Date: 04/27/2023		

REAL ESTATE CONTRACT
Southeast Loop (Segment 2) Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **SWINDOLL INVESTMENTS, LP** (referred to in this Contract as "Seller", whether one or more) and **WILLIAMSON COUNTY, TEXAS** (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

> All of that certain 4.091 acre (178,215 square foot) tract of land, out of and situated in the Mathias Wilbarger Survey, Section No. 15, Abstract No. 663, and the William Gatlin Survey, Section No. 23, Abstract No. 271, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 44);**

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements and fixtures situated on and attached to the Property described herein not otherwise retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II
PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the Property, any improvements thereon, and any damage to or cost of cure for the remaining property of Seller shall be the sum of SIX HUNDRED THOUSAND and 00/100 Dollars ($600,000.00).

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash or other readily available funds at the Closing.

Special Provisions and Additional Compensation

2.03. As additional compensation for the purchase of the Property, Purchaser shall deliver as part of the Closing of this transaction an executed Permit for Pass Across County Roadway document (the "Permit") in the form as set out in Exhibit "B" attached hereto and incorporated herein.

ARTICLE III
PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the Closing.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SELLER

4.01. Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's knowledge:

(a) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than previously disclosed to Purchaser.

(b) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof.

4.02. The Property is being conveyed to Purchaser under threat of condemnation.

ARTICLE V
CLOSING

Closing Date

5.01. The Closing shall be held at the office of Texas National Title Company on or before May 31, 2023, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to the right of way Property described in Exhibit "A", free and clear of any and all monetary liens and restrictions, except for the following:

(a) General real estate taxes for the year of closing and subsequent years not yet due and payable.

(b) Any exceptions approved by Purchaser pursuant to Article III hereof; and

(c) Any exceptions approved by Purchaser in writing.

(2) The Deed shall be in the form as shown in Exhibit "C" attached hereto and incorporated herein.

(3) Provide reasonable assistance as requested, at no cost to Seller, to cause the Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the permanent interests being conveyed in the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

(a) The boundary and survey exceptions shall be deleted.

(b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and

(c) The exception as to the lien for taxes shall be limited to the year of closing and shall be endorsed "Not Yet Due and Payable".

(4) Deliver to Purchaser possession of the Property.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

(a) Pay the cash portion of the Purchase Price.

(b) Deliver the executed Permit.

Prorations

5.04. General real estate taxes for the then current year relating to the portion of the Property conveyed in fee shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing but shall otherwise remain the obligation of Seller to satisfy. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, which directly result from this Contract and conveyance shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

(1) Owner's Title Policy and survey to be paid by Purchaser.

(2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.

(3) All other closing costs shall be paid by Purchaser.

(4) Attorney's fees paid by each respectively.

ARTICLE VI
BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII
BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made, then Seller shall receive the amount of $500 as liquidated damages for any failure by Purchaser.

ARTICLE VIII
MISCELLANEOUS

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

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

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10 This Contract shall be effective as of the date it is approved by the Williamson County commissioners' court, which date is indicated beneath the County Judge's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

Contingent Possession and Use Agreement

8.12. Upon completion of (1) the full execution of this Contract by all parties, and (2) acknowledgment by the Title Company of delivery by Purchaser of the full Purchase Price to the Title Company, Purchaser, its agents and contractors shall be permitted at any time after June 1, 2023 to enter and possess the Property prior to Closing for the purpose of completing any and all necessary testing, utility relocation and construction activities associated with the proposed roadway improvement construction project of Purchaser, and Seller agrees to make any gate access available to Purchaser, its contractors or utility facility owners as necessary to carry out the purposes of this paragraph. The parties further agree to continue to use diligence in assisting with any title curative measures or mortgage lien release required by the Contract to complete the Closing of the purchase transaction.

SELLER:

SWINDOLL INVESTMENTS, LP

By: Darlene Swindoll Hello

Name: Darlene Swindoll Hello

Its: President

Date: 4-25-23

Address: 8518 Cahill Dr #3J

Austin TX 78729

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

Date: _____

EXHIBIT "A"

County: Williamson
Parcel No.: 44
Tax ID: R311807, R311809
Highway: Southeast Loop
Limits: From: C.R. 137
To: C.R. 404

October 20, 2022

PROPERTY DESCRIPTION FOR PARCEL 44

DESCRIPTION OF A 4.091 ACRE (178,215 SQ. FT.) PARCEL OF LAND LOCATED IN THE MATHIAS WILBARGER SURVEY, SECTION NO. 15, ABSTRACT NO. 663, AND THE WILLIAM GATLIN SURVEY, SECTION NO. 23, ABSTRACT NO. 271, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 10 ACRE TRACT OF LAND, DESCRIBED AS TRACT TWELVE IN A DEED TO SWINDOLL INVESTMENTS LP, RECORDED DECEMBER 30, 2008 IN DOCUMENT NO. 2008093458, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.) AND A PORTION OF A REMAINDER OF A CALLED 10 ACRE TRACT OF LAND, DESCRIBED IN A DEED TO SWINDOLL INVESTMENTS LP, RECORDED MAY 10, 2017 IN DOCUMENT NO. 2017041967, O.P.R.W.C.TX.; SAID 4.091 ACRE (178,215 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 found 684.94 feet left of Southeast Loop Engineer's Centerline Station (E.C.S.) 237+66.71 on the existing west right-of-way line of C.R. 163, a variable width right-of-way, no record information found, for the most easterly southeast corner of a remainder of a called 62.136 acre tract of land, described in a deed to Brookland Partners Ltd., recorded in Document No. 2017023816, O.P.R.W.C.TX., same being the northeast corner of said Tract Twelve;

THENCE, with the existing west right-of-way line of said C.R. 163, the following two (2) courses and distances:

S 07°06'19" W, a distance of 704.08 feet to a calculated point, and

S 08°20'19" W, a distance of 65.88 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" (Surface Coordinates: N=10,159,472.32, E=3,176,842.49) set 147.00 feet left of Southeast Loop E.C.S. 232+15.85 on the proposed north right-of-way line of Southeast Loop, for the northeast corner and the **POINT OF BEGINNING** of the parcel described herein;

1) **THENCE** S 08°20'19" W, departing the proposed north right-of-way line of said Southeast Loop, continuing with the existing west right-of-way line of said C.R. 163, a distance of 429.55 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 147.00 feet right of Southeast Loop E.C.S. 229+02.68 on the proposed south right-of-way line of said Southeast Loop, for the southeast corner of the parcel described herein;

THENCE, departing the existing west right-of-way line of said C.R. 163, with the proposed south right-of-way line of said Southeast Loop, over and across said Tract Twelve, the following two (2) courses and distances numbered 2-3:

2) S 51°31'50" W, a distance of 135.09 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 147.00 feet right of Southeast Loop E.C.S. 227+67.59, for an angle corner of the parcel described herein, said point being the beginning of a curve to the right, and

3) With said curve to the right, an arc distance of 256.30 feet, through a delta of 06°03'47", having a radius of 2,422.00 feet, and a chord that bears S 54°33'43" W, a distance of 256.18 feet to a calculated point 147.00 feet right of Southeast Loop E.C.S. 225+26.84 in the center of Brushy Creek, for the southwest corner of the parcel described herein;

THENCE, departing the proposed south right-of-way line of said Southeast Loop, with the centerline of said Brushy Creek, the following four (4) courses and distances numbered 4-7:

4) N 58°22'32" W, a distance of 34.49 feet to a calculated point, for an angle corner of the parcel described herein,

5) N 60°06'39" W, a distance of 46.15 feet to a calculated point, for an angle corner of the parcel described herein,

6) N 57°59'10" W, a distance of 63.37 feet to a calculated point, for an angle corner of the parcel described herein, and

7) N 58°42'55" W, a distance of 189.79 feet to a calculated point 147.00 feet left of Southeast Loop E.C.S. 223+68.46 on the proposed north right-of-way line of said Southeast Loop, for the northwest corner of the parcel described herein, said point being the beginning of a curve to the left;

THENCE, departing the centerline of said Brushy Creek, with the proposed north right-of-way line of said Southeast Loop, over and across said Swindoll Investments LP tracts, the following two (2) courses and distances numbered 8-9:

8) With said curve to the left, an arc distance of 373.35 feet, through a delta of 10°03'08", having a radius of 2,128.00 feet, and a chord that bears N 56°33'24" E, a distance of 372.87 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 147.00 feet left of Southeast Loop E.C.S. 227+67.59, for an angle corner of the parcel described herein, and

THIS SPACE INTENTIONALLY LEFT BLANK

9) N 51°31'50" E, a distance of 448.26 feet to the **POINT OF BEGINNING**, and containing 4.091 acres (178,215 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 NAD83/2011/NADV88 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 coordinated shown are in surface and may be converted by dividing by the same factor. Project units are in U.S. Survey Feet.

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS §

That I, Scott C. Brashear, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on the date shown below.

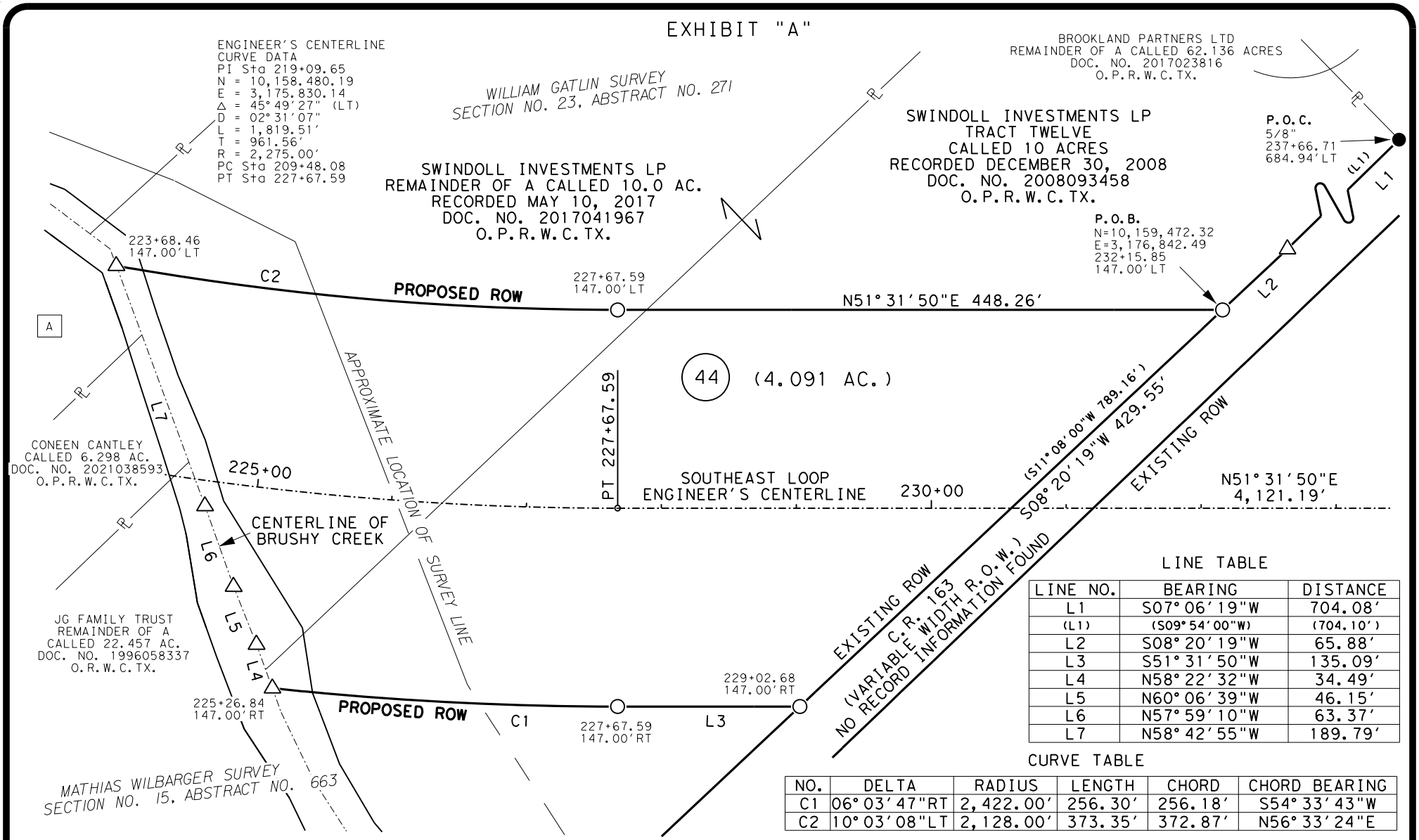
Scott C. Brashear 10/20/2022

SURVEYING AND MAPPING, LLC
4801 Southwest Pkwy
Building Two, Suite 100
Austin, Texas 78735
TX. Firm No. 10064300



Scott C. Brashear Date
Registered Professional Land Surveyor
No. 6660 – State of Texas

EXHIBIT "A"



LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	S07°06'19"W	704.08'
(L1)	(S09°54'00"W)	(704.10')
L2	S08°20'19"W	65.88'
L3	S51°31'50"W	135.09'
L4	N58°22'32"W	34.49'
L5	N60°06'39"W	46.15'
L6	N57°59'10"W	63.37'
L7	N58°42'55"W	189.79'

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	06°03'47"RT	2,422.00'	256.30'	256.18'	S54°33'43"W
C2	10°03'08"LT	2,128.00'	373.35'	372.87'	N56°33'24"E

REF. FIELD NOTE NO. 49148

FILE:\\saminc\AUS\PROJECTS\1021061125\100\Survey\03Exhibits\44\PLAT\01\P-44_1.dgn

N

100 0 50 100

GRAPHIC SCALE
SCALE: 1" = 100'
WILLIAMSON COUNTY, TEXAS

EXISTING	*14.999 AC.	ACQUIRE	4.091 AC.	REMAINING	9.846 AC. LEFT
				REMAINING	1.062 AC. RIGHT

SAM™
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
SWINDOLL INVESTMENTS LP
TAX ID: R311807, R311809
PARCEL 44
4.091 AC. (178,215 SQ. FT.)

EXHIBIT "A"

SCHEDULE B:

THIS SURVEY HEREON WAS PREPARED IN CONJUCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. T-159156, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE FEBRUARY 15, 2022, AND ISSUED DATE FEBRUARY 25, 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. ASSESSMENT OF ROLLBACK OR SUPPLEMENTAL TAXES AGAINST THE LAND, AND ALL INTEREST AND PENALTIES WHICH MAY ACCRUE.

2. AN ACCESS EASEMENT AS DESCRIBED IN VOLUME 235, PAGE 189 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

3. AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE AND/OR SYSTEM EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY AS DESCRIBED IN VOLUME 281, PAGE 601 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

4. AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE AND/OR SYSTEM EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY AS DESCRIBED IN VOLUME 283, PAGE 558 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

5. AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE AND/OR SYSTEM EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY AS DESCRIBED IN VOLUME 299, PAGE 446 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

6. AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE AND/OR SYSTEM EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY AS DESCRIBED IN VOLUME 372, PAGE 306 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. (DOES NOT AFFECT)

7. AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE AND/OR SYSTEM EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY AS DESCRIBED IN VOLUME 390, PAGE 27 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

8. AN ACCESS EASEMENT AS DESCRIBED IN VOLUME 624, PAGE 265 AND VOLUME 624, PAGE 267 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. (DOES NOT AFFECT)

9. THE COMPANY SHALL HAVE NO LIABILITY FOR, NOR RESPONSIBILITY TO DEFEND, ANY PART OF THE PROPERTY DESCRIBED HEREIN AGAINST:
(1) ALL RIGHT, TITLE OR CLAIM OF ANY CHARACTER BY THE UNITED STATES, STATE OF TEXAS, LOCAL GOVERNMENT OR BY THE PUBLIC GENERALLY IN AND TO ANY PORTION OF THE LAND LYING WITHIN THE CURRENT OR FORMER BED, OR BELOW THE ORDINARY HIGH WATER MARK, OR BETWEEN THE CUT BANKS OF A STREAM NAVIGABLE IN FACT OR IN LAW.
(2) RIGHT OF RIPARIAN WATER RIGHTS OWNERS TO THE USE AND FLOW OF THE WATER.
(3) THE CONSEQUENCE OF ANY PAST OR FUTURE CHANGE IN THE LOCATION OF THE BED.
(LOAN POLICY ONLY)

10. ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN RESOLUTION ACCEPTING THE PETITION OF CERTAIN PROPERTY OWNERS TO BE INCLUDED IN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF HUTTO OF RECORD IN VOLUME 888, PAGE 609 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

11. ALL TERMS AND CONDITIONS CONCERNING THE EXISTENCE OF AN ON-SITE SEWAGE FACILITY (OSSF) AS DESCRIBED IN THAT AFFIDAVIT OF RECORD IN VOLUME 1346, PAGE 54 AND VOLUME 1352, PAGE 524 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

12. AN OIL, GAS, AND MINERAL LEASE DATED DECEMBER 30, 1981 EXECUTED BY ANNIE M. SWINDOLL, G.W. AND NANETTE SWINDOLL AND JAMES A. AND MARGARET ANN CRISLIP AS LESSOR, TO AND WITH LOGOS OIL INC. AS LESSEE, AND RECORDED IN VOLUME 862, PAGE 932 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

TITLE TO SAID INTEREST HAS NOT BEEN RESEARCHED SUBSEQUENT TO THE DATE OF THE ABOVE REFERENCED INSTRUMENT AND THE COMPANY MAKES NO REPRESENTATION AS TO THE OWNERSHIP OR HOLDER OF SUCH INTEREST(S).

13. 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.

14. RIGHTS OF PARTIES IN POSSESSION (OWNERS POLICY ONLY)

15. 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)

REF. FIELD NOTE NO. 49148

FILE:\\saminc\AUS\PROJECTS\1021061125\100\Survey\03Exhibits\44\PLAT\01\P-44_1.dgn

				REMAINING	9.846 AC. LEFT
EXISTING	*14.999 AC.	ACQUIRE	4.091 AC.	REMAINING	1.062 AC. RIGHT

SAM™
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
SWINDOLL INVESTMENTS LP
TAX ID: R311807, R311809
PARCEL 44
4.091 AC. (178,215 SQ. FT.)

LEGEND

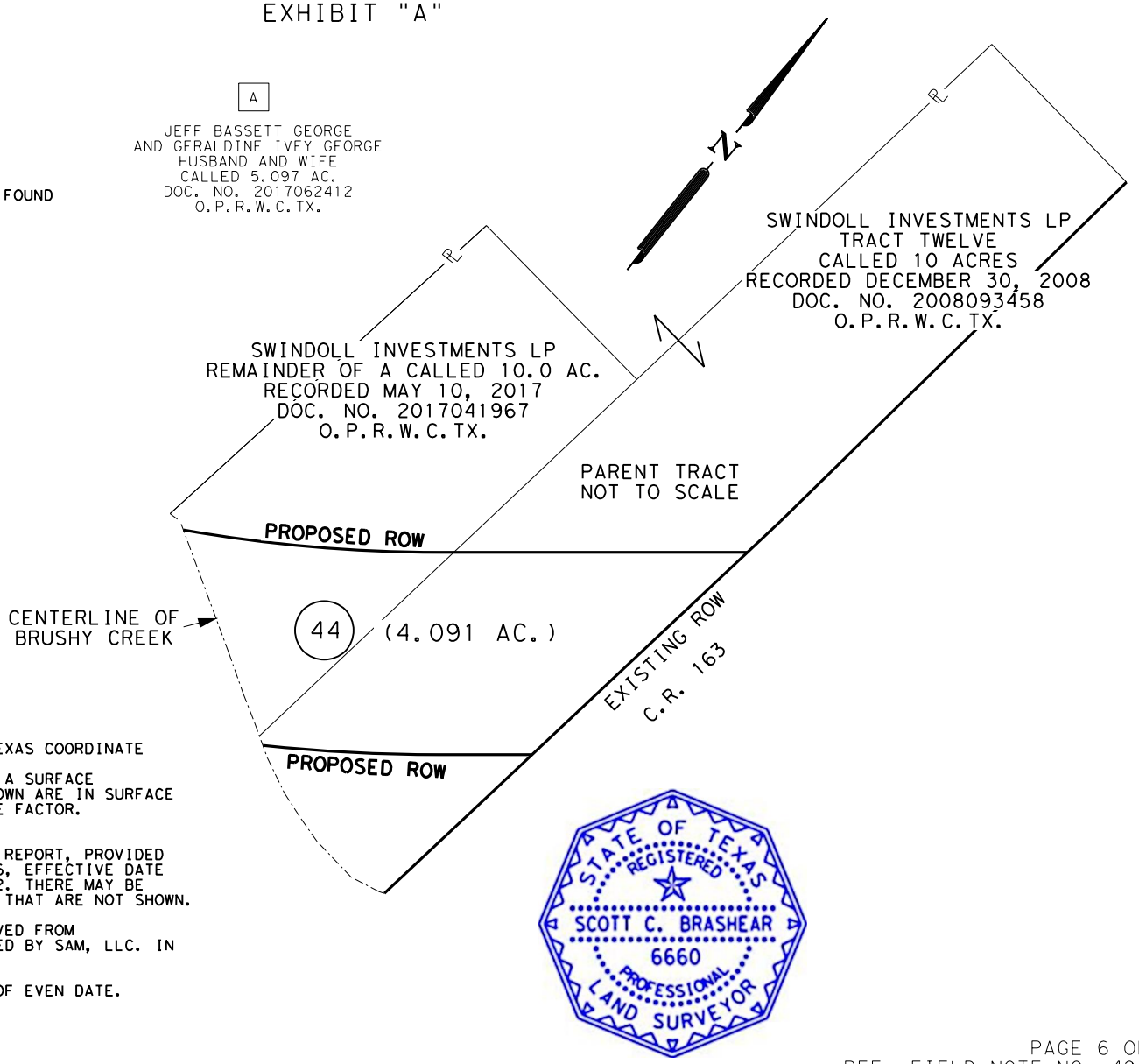
○	5/8" IRON ROD SET WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY"
●	1/2" IRON ROD FOUND UNLESS NOTED
⬡	FENCE POST (TYPE NOTED)
■	TYPE I CONCRETE MONUMENT FOUND
▣	TXDOT TYPE II BRONZE DISK IN CONCRETE FOUND
⊙	1/2" IRON PIPE FOUND UNLESS NOTED
▲	80D NAIL FOUND
⊕	MAGNAIL FOUND
◎	SPINDLE FOUND
✖	RAILROAD TIE
△	CALCULATED POINT
℄	PROPERTY LINE
( )	RECORD INFORMATION
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
P.O.R.	POINT OF REFERENCE
N.T.S.	NOT TO SCALE
D.R.W.C.TX.	DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
O.R.W.C.TX.	OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.TX.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
	DISTANCE NOT TO SCALE
	DEED LINE (COMMON OWNERSHIP)

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 WITH THE BENEFIT OF TITLE REPORT, PROVIDED BY TITLE RESOURCES GUARANTY COMPANY, GF NO. T-159156, EFFECTIVE DATE FEBRUARY 15, 2022, AND ISSUED DATE FEBRUARY 25, 2022. THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.
3. SOUTHEAST LOOP ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM JOHNSON, MIRMIRAN & THOMPSON, INC. SCHEMATIC RECEIVED BY SAM, LLC. IN OCTOBER, 2021.
4. THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.

* AREA CALCULATED BY SAM,LLC.

EXHIBIT "A"



STATE OF TEXAS
REGISTERED
SCOTT C. BRASHEAR
6660
PROFESSIONAL
LAND SURVEYOR

REF. FIELD NOTE NO. 49148

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.

FILE:\\saminc\AUS\PROJECTS\1021061125\100\Survey\03Exhibits\44\PLAT\01\P-44_1.dgn

				REMAINING	9.846 AC. LEFT
EXISTING	*14.999 AC.	ACQUIRE	4.091 AC.	REMAINING	1.062 AC. RIGHT

Scott C. Brashear

10/20/2022

SCOTT C. BRASHEAR
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6660, STATE OF TEXAS

DATE

SAM™
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
SWINDOLL INVESTMENTS LP
TAX ID: R311807, R311809
PARCEL 44
4.091 AC. (178,215 SQ. FT.)

EXHIBIT "B" TO CONTRACT

PERMIT FOR PASS ACROSS COUNTY ROADWAY

(ALL ROADWAY CLASSES)
PLEASE PRINT OR TYPE INFORMATION

DATE PERMIT ISSUED

Southeast Loop (Segment 2)
ROADWAY IDENTIFICATION

PERMIT NUMBER

Sta. 11230+25 to Sta. 11231+50
APPROX. ROADWAY BASELINE STA. OF CROSSING

From CR 137 to CR 404
LOCATION OF SUBJECT ROADWAY

List any attachments or items referenced such as "Engineering Estimates," Plans", "Drawings" or "Specification Items."

Exhibit "A": Southeast Loop Segment 2 Phase 1 Roadway Plan & Profile Sheet with Pass Right Span Crossing Location identification

Williamson County, Texas, hereinafter called "County", hereby authorizes the use and maintenance of a Pass under the subject roadway to:

SWINDOLL INVESTMENTS LP
NAME OF GRANTEE

AREA CODE TELEPHONE NUMBER

8518 Cahill Drive, #37
ADDRESS

Austin Texas 78729
CITY STATE ZIP

The following County Representative will be notified forty-eight (48) hours prior to starting any construction in or affecting County right of way or property.

Williamson County Engineer

512-943-3330
COUNTY TELEPHONE NUMBER

3151 S.E. Inner Loop, Suite B
COUNTY ADDRESS

Georgetown, Texas 78626
CITY STATE ZIP

The permit is subject to the following conditions:

1. The design or use of this Pass will be in conformance with County policies, plans and specifications approved by County.

2. All work in the County right of way in connection with the construction, maintenance, and any future modifications of the Pass will be approved and supervised by County.

3. The Grantee will hold harmless County and its agents and employees against any action for personal injury or property damage sustained by reason of the exercise of this permit.

4. The Grantee shall have no right of assignment whatsoever to the whole or any part of the Pass without prior written approval from the County, which shall not be unreasonably withheld, conditioned, or delayed, nor to erect any improvements thereon other than those listed within this Permit.

5. It is expressly understood that the use and maintenance of this Pass shall be limited to use as an unpaved pedestrian and passenger vehicle and/or animal crossing under the elevated portions of the proposed Southeast Loop facility main lanes and any frontage roads, should such be constructed, in the location as described herein and/or as shown in the attached Exhibit "A", and shall expire upon the cessation of use by said Grantee and will be subject to such regulations as are determined by the County to be necessary in the interest of public safety and in compliance with approved engineering principles and practice.

6. Grantee shall provide fences, gates and cattle guards as required by the County to pass livestock or other animals across the County right of way.

7. The Grantee shall at all times allow access and egress to the Pass by the County for necessary inspection and maintenance of any facility or other such activities as may be required within the roadway right of way. The County will also be solely responsible for determining what amount of maintenance and repair is routine maintenance for which the County is responsible and what portion of maintenance and repair is attributed to use by the Grantee for which the Grantee is responsible.

8. It is agreed and understood that said Pass shall not be used as an access to present or future residential and/or commercial development.

9. It is expressly understood that County does not purport hereby to grant any right, claim, title, or easement in or upon this roadway, and it is further understood that County may terminate this permit if it is determined by the Williamson County Engineer that it interferes or conflicts with the operation, maintenance, use or safety of the roadway or any other property owned by the County, its successors or assigns, or that Grantee failed to comply with any term of this agreement, if such defect or failure is not adequately cured by Grantee within thirty (30) days following written notice of such defect and potential termination, subject to extensions by County.

10. Should disputes arise as to the parties' obligations, the County's decision shall be final and binding.

11. This Permit becomes effective when signed by the County and shall continue through perpetuity unless modified by mutual agreement of both parties or unless terminated by the County as hereinafter provided.

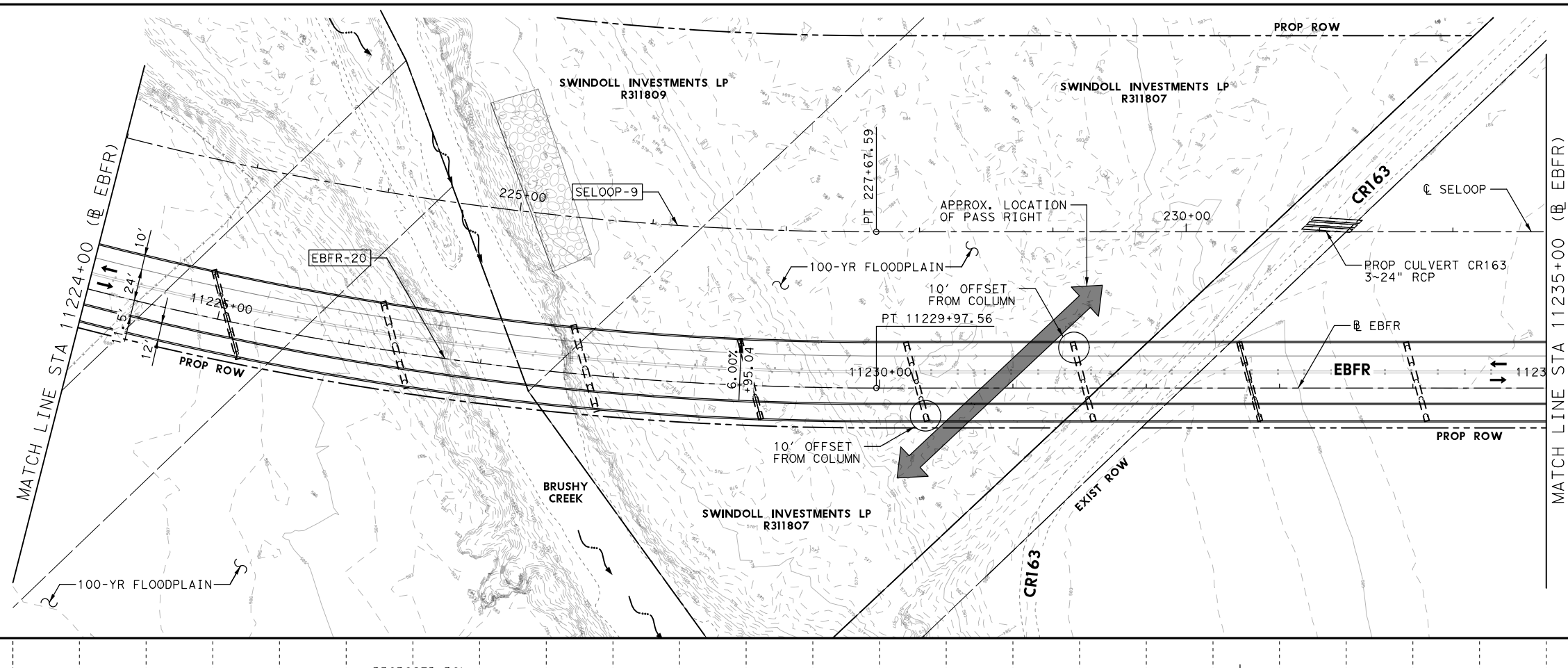
I, the undersigned, hereby agree to comply with the terms and conditions set out in this permit for installation, maintenance, operation and/or use of a Pass across county road right of way.

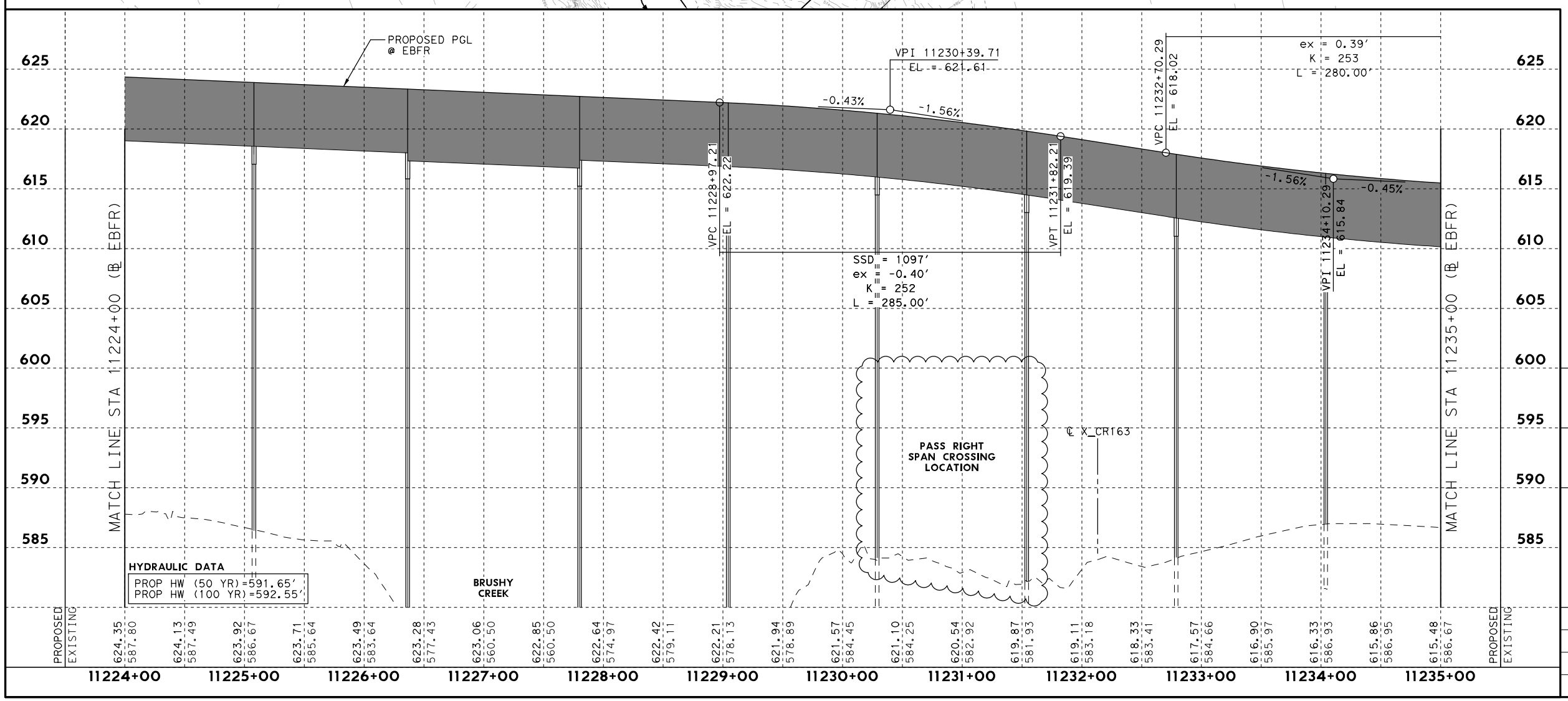
SIGNATURE OF GRANTEE | DATE OF SIGNATURE

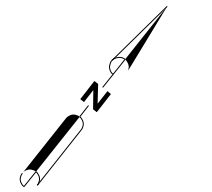
SIGNATURE OF WITNESS | DATE OF SIGNATURE

SIGNATURE OF WILLIAMSON COUNTY ENGINEER | DATE OF SIGNATURE

EXHIBIT "A" TO PERMIT FOR PASS







LEGEND

- XXXXX-X — CURVE ID LABEL
- 2" OVERLAY
- EXISTING LANE
- PROPOSED LANE
- PROPOSED RETAINING WALL
- EXISTING ROW
- PROPOSED ROW

NOTES:

1. ALL DIMENSIONS ARE TO THE FACE OF CURB NOMINAL FACE OF RAIL, OR EDGE OF PAVEMENT, UNLESS NOTED OTHERWISE.
2. PASS SHALL BE UNPAVED AND SHALL MAINTAIN A MINIMUM BUFFER OF 10' TO PROPOSED BRIDGE COLUMNS.

PRELIMINARY

FOR REVIEW ONLY
NOT FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES

JMT
TBPE FIRM REG. NO. F-16341

ENGINEER: RYAN G. FRIESENHAHN

P.E. NO.: 127743 DATE: 2/10/23

JMT
TBPE FIRM REG. NO. F-16341

WILLIAMSON COUNTY
1848

SOUTHEAST LOOP SEGMENT 2 PHASE 1
EASTBOUND FRONTAGE ROAD
ROADWAY PLAN & PROFILE

STA 11224+00 TO STA 11235+00

SCALE 1" = 100'H, 1'=10'V

DESIGN	FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.		HIGHWAY NO.
JMT				SE LOOP
GRAPHICS JMT	STATE	DISTRICT	COUNTY	SHEET NO.
CHECK JMT	TEXAS		WILLIAMSON	
CHECK JMT	CONTROL	SECTION	JOB	1

EXHIBIT "C" TO CONTRACT

DEED

Southeast Loop (Section 2) Right of Way

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

That **SWINDOLL INVESTMENTS LP,** hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto **WILLIAMSON COUNTY, TEXAS**, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows (the "Property"):

> A 4.091 ACRE (178,215 SQ. FT.) PARCEL OF LAND LOCATED IN THE MATHIAS WILBARGER SURVEY, SECTION NO. 15, ABSTRACT NO. 663, AND THE WILLIAM GATLIN SURVEY, SECTION NO. 23, ABSTRACT NO. 271, WILLIAMSON COUNTY, TEXAS.; SAID PARCEL AS SHOWN ON A PLAT PREPARED BY SAM, LLC, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND SHOWN IN EXHIBIT "A," ATTACHED HERETO AND INCORPORATED HEREIN **(PARCEL 44).**

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property, to wit: NONE

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of the proposed roadway and related facilities upon the Property.

TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the _____ day of _____, 2023.

[signature page follows]

GRANTOR:

SWINDOLL INVESTMENTS LP

By:_____

Name:_____

Its:_____

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the _____ day of _____, 2023 by _____, the _____ of Swindoll Investments LP, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

GRANTEE'S MAILING ADDRESS:

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

Commissioners Court - Regular Session **55.**

Meeting Date: 05/02/2023

Liberty Hill Bypass Possession and Use Agreement

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action on a Possession and Use Agreement with Michael Forbes Harlow, Linda Lunsford Harlow, Jeremiah Forbes Harlow and Crystal Eastham Harlow for 0.1 acres of ROW needed for the Liberty Hill Bypass. (Parcel 5) Funding Source: Road Bonds P346.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

PUA

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	04/27/2023 11:30 AM
Form Started By: Charlie Crossfield		Started On: 04/26/2023 02:31 PM
Final Approval Date: 04/27/2023		

POSSESSION AND USE AGREEMENT FOR TRANSPORTATION PURPOSES

STATE OF TEXAS	§	
	§	Parcel No.: 5
COUNTY OF WILLIAMSON	§	Project: Liberty Hill Bypass

This Possession and Use Agreement For Transportation Purposes (the "Agreement") between **WILLIAMSON COUNTY, TEXAS** ("County" or "Grantee"), and **MICHAEL FORBES HARLOW, LINDA LUNSFORD HARLOW, JEREMIAH FORBES HARLOW AND CRYSTAL EASTHAM HARLOW** (the "Grantor" whether one or more), grants to the County, its contractors, agents, and all others deemed necessary by the County, an irrevocable right to possession and use of the Grantor's property for the purpose of constructing a portion of the proposed Liberty Hill Bypass roadway project and related appurtenances, drainage, and utility relocations (the "Roadway Construction Project"). The property subject to this Agreement is described more fully in field notes, plat map, or other description attached as Exhibits "A, B & C" 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, the receipt and sufficiency of which is acknowledged, the Grantor grants, bargains, sells, and conveys to the County the right of entry and exclusive possession and use of the Property for the purpose of constructing a roadway, utility adjustments, and appurtenances thereto and the right to remove any improvements. Authorized activities include surveying, inspection, environmental studies, archeological studies, clearing, demolition, construction of permanent improvements, relocating, replacing and improving existing utility facilities, locating new utility facilities, and other work required to be performed in connection with the Roadway Construction Project. This Possession and Use Agreement will extend to the County, its contractors and assigns, owners of any existing utilities on the Property and those which may be lawfully permitted on the Property by the County in the future, and all others deemed necessary by the County for the purpose of the Roadway Construction Project. This grant will allow the construction, relocation, replacement, repair, improvement, operation, and maintenance of utilities on the Property.

2. In full consideration for this irrevocable grant of possession and use and other Grantor covenants, warranties, and obligations under this Agreement, the County will tender to the Grantor the sum of TWENTY-TWO THOUSAND NINE HUNDRED TWENTY-ONE and 00/100 Dollars ($22,921.00). The Grantor agrees that this sum represents adequate and full compensation for the possession and use of the Property. The County will be entitled to take possession and use of the Property upon tender of payment as set out herein, subject to the conditions in paragraph 14 below, if any. Grantee will place this Agreement on County's agenda within two business days of County's receipt of an executed copy of this Agreement. Grantee will tender payment of this amount to Grantor or the title company within 14 days of County's approval of this Agreement.

   The parties agree that the sum tendered represents 100% of the County's approved value, which assumes no adverse environmental conditions affecting the value of the Property. The approved value is the County's determination of the just compensation owed to the Grantor for the real property interest to be acquired by the County in the Property, encumbered with the improvements thereon, if any, and damages to the remainder, if any, save and except all oil, gas and sulphur. The parties agree that the sum tendered to Grantor will be deducted from any final settlement amount, Special

Commissioners' award, or court judgment. In the event the amount of the final settlement or judgment for acquisition of the Property is less than the amount the County has paid for the possession and use of the Property, then the Grantor agrees that the original amount tendered represents an overpayment for the difference and, upon written notice from the County, the Grantor will promptly refund the overpayment to the County within 45 days of the notice.

3. The effective date of this Agreement will be the date on which payment pursuant to Paragraph 2 above is paid to grantor by the County or the title company(the "Effective Date").

4. The Grantor warrants and represents that the title to the Property is free and clear of all liens and encumbrances except as disclosed to Grantee in that certain title commitment numbered T-152480, issued September 3, 2021 by Texas National Title (and any subsequent updates prior to the Effective Date), and that proper releases, if any, will be executed for the Property prior to funds being disbursed under this Agreement. 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.

   The above made warranties are made by Grantor and accepted by County subject the following:

   A. Visible and apparent easements not appearing of record;

   B. Any discrepancies, conflicts or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show; and,

   C. Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the Property, but only to the extent that said items are still valid and in force and effect at this time.

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. The parties agree to schedule the special commissioners hearing on a mutually agreeable date during the first Quarter of 2023. The parties further agree that the amount of compensation set forth in this agreement will not be admitted into evidence to the fact finder determining just compensation (the Special Commissioners or thereafter a jury.)

6. This Agreement is made with the understanding that the County will continue to proceed with acquisition of a real property interest in the Property. The Grantor reserves all rights of compensation for the title and other interest in and to the Property which the Grantor holds as of the time immediately prior to the Effective Date of this Agreement. This Agreement shall in no way prejudice the Grantor's rights to receive full and just compensation as allowed by law for all of the Grantor's interests in and to the Property to be acquired by the County, encumbered with the improvements thereon, if any, and damages, if any, to the remainder of the Grantor's interest in any larger tract of which the Property is a part (the "Remainder"), 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. 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 Effective Date. Otherwise, prejudgment and post judgment interest, if any, will be computed and paid as provided by law.

8. The purpose of this Agreement is to allow the County to proceed with its Roadway Construction Project without delay and to allow the Grantor to have the use at this time of a percentage of the estimated compensation for the County's acquisition of a real property interest in the Property. The Grantor expressly acknowledges that the proposed Roadway Construction Project is for a valid public use and voluntarily waives any right the Grantor has or may have, known or unknown, to contest the jurisdiction of the court in any condemnation proceeding for acquisition of the Property related to the Roadway Construction Project, based upon claims that the condemning authority has no authority to acquire the Property through eminent domain, has no valid public use for the Property, or that acquisition of the Property is not necessary for the public use.

9. The Grantor reserves all of the oil, gas and sulphur in and under the land herein conveyed but waives all right of ingress and egress to the surface for the purpose of exploring, developing, mining, or drilling. The extraction of oil, gas, and minerals may not affect the geological stability of the surface. Nothing in this reservation will affect the title and rights of the County to take and use all other minerals and materials thereon, and thereunder.

10. The undersigned Grantor agrees to pay as they become due, all ad valorem property taxes and special assessments assessed against Property until the Effective Date, including prorated taxes until the Effective Date for the year in which the County takes title to the Property.

11. 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 within forty-five (45) days after filing of said Award, 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. County agrees to deposit the amount of the award, less the payment made pursuant to paragraph 2, within 45 days of the special commissioners hearing. County agrees to maintain at least one point of access for Grantor's use during the entire duration of County's Roadway Construction Project, unless otherwise agreed to in writing by Grantor. County acknowledges livestock exist from time to time on the subject property and that Grantor maintains a fence at the subject property's boundaries to contain livestock and prevent their meandering off the subject property. As such, County agrees to notify Grantor 14 days before cutting or removing any portion of Grantor's fence. County agrees to stake the proposed right-of-way line within 14 days of Grantor's request.

12. This Agreement will also extend to and bind the heirs, devisees, executors, administrators, legal representatives, successors in interest, and assigns of the parties.

13. It is agreed the County will record this document.

14. Other conditions: None.

15. By its authorized signature below the following Tenants which have a leasehold interest in the Property hereby consent in all things to Grantee taking exclusive and sole possession of the Property pursuant to the terms of this Agreement, and to Grantor receiving the consideration recited herein:

Tenants: None

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, 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.

GRANTOR:

Michael Forbes Harlow

Michael Forbes Harlow

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF Williamson

This instrument was acknowledged before me on this the 19th day of April, 2023 by Michael Forbes Harlow in the capacity and for the purposes and consideration recited herein.

JOHN NEWBERG
Notary Public, State of Texas
Notary ID# 12993636-4
My Commission Expires
SEPTEMBER 29, 2026

Notary Public, State of Texas
Printed Name: John Newberg
My Commission Expires: 9/29/2026

GRANTOR:

Linda Lunsford Harlow

Linda Lunsford Harlow

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF Williamson

This instrument was acknowledged before me on this the 19th day of April, 2023 by Linda Lunsford Harlow in the capacity and for the purposes and consideration recited herein.

JOHN NEWBERRY
Notary Public, State of Texas
Notary ID# 1259[illegible]-4
My Commission Expires
SEPTEMBER 29, 2026

Notary Public, State of Texas
Printed Name: John Newberry
My Commission Expires: 9/29/2026

GRANTOR:

Jeremiah Forbes Harlow

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF Travis

This instrument was acknowledged before me on this the 20th day of April, 2023 by Jeremiah Forbes Harlow in the capacity and for the purposes and consideration recited herein.

CHRISTINA CALDERON
Notary Public, State of Texas
Notary ID# 13419309-5
My Commission Expires
MARCH 6, 2027

Notary Public, State of Texas
Printed Name: Christina Calderon
My Commission Expires:

GRANTOR:

Crystal Eastham Harlow

Crystal Eastham Harlow

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF Williamson

This instrument was acknowledged before me on this the 21st day of April, 2023 by Crystal Eastham Harlow in the capacity and for the purposes and consideration recited herein.

Notary Public, State of Texas
Printed Name: Christina Smith
My Commission Expires: 9/28/26

CHRISTINA SMITH
Notary Public, State of Texas
Notary ID# 13397352-0
My Commission Expires
SEPTEMBER 28, 2026

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 _____, 2023 by Bill Gravell, Jr., County Judge of Williamson County, Texas, in the capacity and for the purposes and consideration recited herein.

_____
Notary Public, State of Texas
Printed Name:_____
My Commission Expires

EXHIBIT A

County: Williamson
Parcel : 5, Pt 1 –Harlow
Highway: Bagdad Rd (CR 279)

PROPERTY DESCRIPTION

DESCRIPTION OF A 0.004 ACRE (177 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE HENRY FIELD SURVEY, ABSTRACT NO. 233 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 5.29 ACRE TRACT OF LAND DESCRIBED IN DEED OF GIFT TO MICHAEL FORBES HARLOW RECORDED IN VOLUME 1572, PAGE 359 (TRACT ONE) OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AND SUBSEQUENTLY BEING A PORTION OF THAT CALLED 19.789 ACRES CITED IN SURVIVORSHIP DEED TO SAID MICHAEL FORBES HARLOW AND LINDA LUNSFORD HARLOW, JEREMIAH FORBES HARLOW AND CRYSTAL EASTHAM HARLOW RECORDED IN DOCUMENT NO. 2019091457 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.004 ACRE (177 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set in the proposed easterly Right-of-Way (ROW) line of Bagdad Road (ROW width varies) 88.09 feet right of Bagdad Road Baseline Station 309+91.00 (Grid Coordinates determined as N=10,209,385.05 E=3,057,776.60), being in the southerly boundary line of said 5.29 acre tract, same being in the northerly boundary line of that called 1.00 acre tract of land cited in Warranty Deed to Michael Forbes Harlow and Linda Lunsford Harlow recorded in Document No. 2019067069 of the Official Public Records of Williamson County, Texas, and described in Deed of Gift recorded in Volume 2357, Page 908 of the Official Records of Williamson County, Texas, for the southeasterly corner and **POINT OF BEGINNING** of the herein described parcel, and from which, a ½" iron rod found in the southerly boundary line of said 5.29 acre tract, being the northeasterly corner of said 1.00 acre tract bears N 75°29'22" E, at a distance of 417.36 feet;

1) **THENCE,** departing said proposed westerly ROW line, with the southerly boundary line of said 5.29 acre tract, same being the northerly boundary line of said 1.00 acre tract, **S 75°29'22" W,** for a distance of 5.62 feet to 1/2" iron rod found in the existing easterly ROW line of County Road (C.R.) 279 (Bagdad Road) (variable width ROW), being the southwesterly corner of said 5.29 acre tract, same being the northwesterly corner of said 1.00 acre tract, for the southwesterly corner of the herein described parcel;

2) **THENCE,** with said existing easterly ROW line, being the easterly boundary line of said 5.29 acre tract, **N 19°39'42" W,** for a distance of 41.03 feet to an iron rod with a plastic cap stamped "WILLIAMSON COUNTY" set 82.61 feet right of Bagdad Road Baseline Station 310+33.74, for the northwesterly corner of the herein described parcel, and from which, a 1/2" iron rod found, being the northwesterly corner of said 5.29 acre tract, same being the southwesterly corner of that called 6.32 acre tract of land described in Deed of Gift to James Patrick Harlow recorded in Volume 1572, Page 365 of the Official Records of Williamson County, Texas, bears, with said existing easterly ROW line, N 19°39'42" W, at a distance of 195.93 feet;

THENCE, departing said existing easterly ROW line, through the interior of said 5.29 acre tract, the following two (2) courses:

3) **N 82°25'24" E,** for a distance of 3.14 feet to an iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 85.68 feet right of Bagdad Road Baseline Station 310+33.09, for the northeasterly corner of the herein described parcel;

4) **S 23°11'53" E,** for a distance of 40.95 feet to the **POINT OF BEGINNING,** containing 0.004 acres (177 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

That I, M. Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direct supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

M. Stephen Truesdale 16 FEB 2022

M. Stephen Truesdale
Registered Professional Land Surveyor No. 4933
Licensed State Land Surveyor
Inland Geodetics, LLC
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681

Date

STATE OF TEXAS
REGISTERED
M. STEPHEN TRUESDALE
4933
PROFESSIONAL
LAND SURVEYOR

S:_BINKLEY-BARFIELD\BAGDAD ROAD 2020\PARCELS\BAGDAD RD-CR 279-PARCEL 5, PT 1-HARLOW.doc

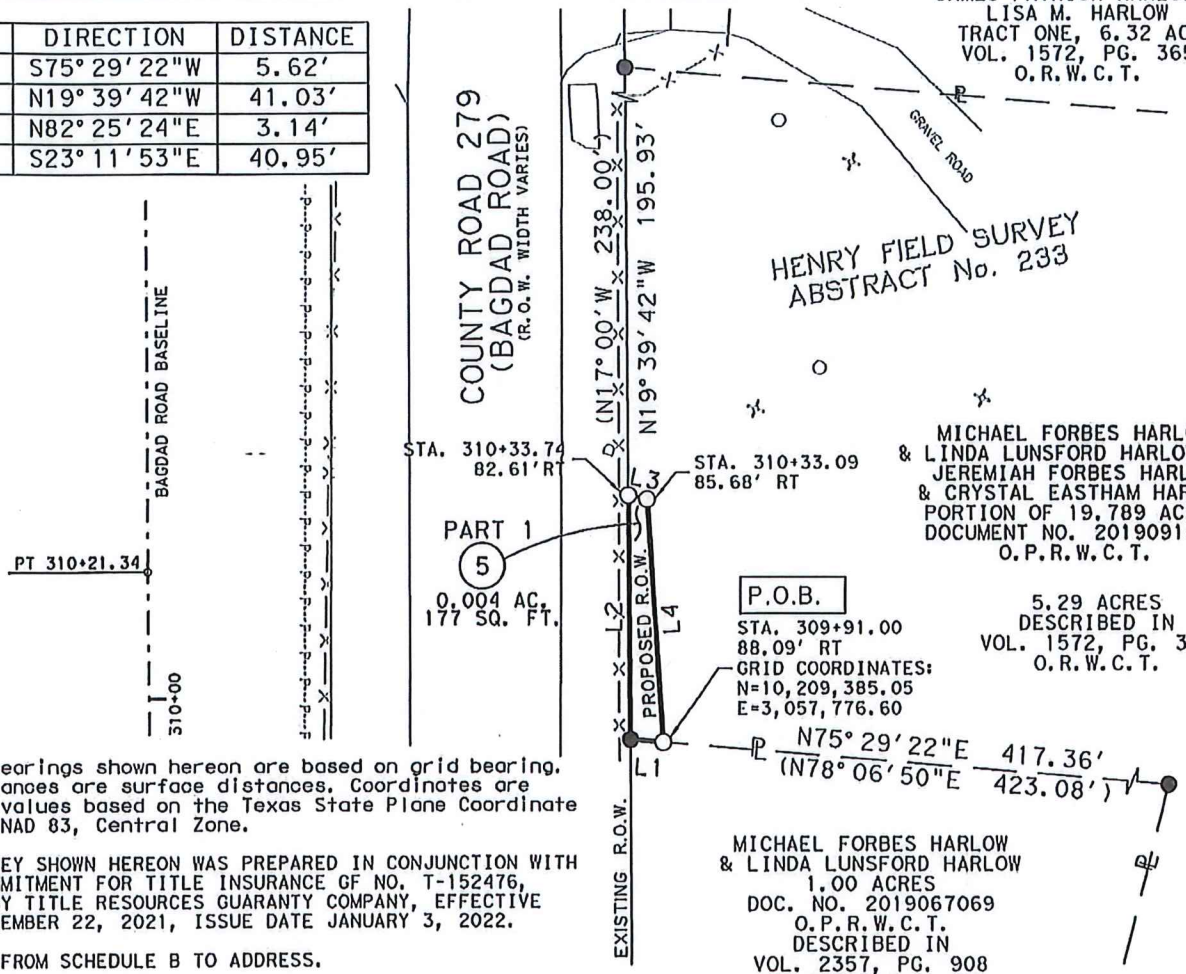
EXHIBIT " "

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

●	½" IRON ROD FOUND UNLESS NOTED	( )	RECORD INFORMATION
⊙	½" IRON ROD FOUND W/PLASTIC CAP	⌇	LINE BREAK
◎	½" IRON PIPE FOUND UNLESS NOTED	Z	DENOTES COMMON OWNERSHIP
▲	60/D NAIL FOUND	P.O.B.	POINT OF BEGINNING
△	CALCULATED POINT	N.T.S.	NOT TO SCALE
○	IRON ROD W/ ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" SET (UNLESS NOTED OTHERWISE)	D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
		O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
℄	PROPERTY LINE	O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS

NO.	DIRECTION	DISTANCE
L1	S75° 29' 22"W	5.62'
L2	N19° 39' 42"W	41.03'
L3	N82° 25' 24"E	3.14'
L4	S23° 11' 53"E	40.95'



1) All bearings shown hereon are based on grid bearing. All distances are surface distances. Coordinates are surface values based on the Texas State Plane Coordinate System, NAD 83, Central Zone.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. T-152476, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE DECEMBER 22, 2021, ISSUE DATE JANUARY 3, 2022.

NOTHING FROM SCHEDULE B TO ADDRESS.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

M. Stephen Truesdale 16 FEB 2022

M. STEPHEN TRUESDALE DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS, LLC
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TEXAS 78681

STATE OF TEXAS REGISTERED M. STEPHEN TRUESDALE 4933 PROFESSIONAL LAND SURVEYOR

02/11/2022

INLAND GEODETICS LLC
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF
MICHAEL FORBES HARLOW & LINDA LUNSFORD HARLOW AND JEREMIAH FORBES HARLOW & CRYSTAL EASTHAM HARLOW

SCALE	PROJECT	COUNTY
1" = 30'	BAGDAD ROAD	WILLIAMSON

PARCEL 5
PART 1
0.004 ACRES
177 Sq. Ft.

S:\BINKLEY & BARFIELD\BAGDAD ROAD 2020\PARCELS\PARCELS 49,5,6 & 7-HARLOW\PARCEL 5, PT 1\PARCEL 5-PT 1-HARLOW-REV.dgn

EXHIBIT B

County: Williamson
Parcel : 5, Pt. 2 – Harlow
Highway: Bagdad Rd (CR 279)

PROPERTY DESCRIPTION

DESCRIPTION OF A 0.039 ACRE (1,709 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE HENRY FIELD SURVEY, ABSTRACT NO. 233 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 1.09 ACRE TRACT OF LAND DESCRIBED IN DEED OF GIFT TO MIKE HARLOW RECORDED IN VOLUME 1801, PAGE 482 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING CITED TO MIKE HARLOW A/K/A/ MICHAEL FORBES HARLOW (FEE INTEREST), AND JAMES PATRICK HARLOW AND TIMOTHY P. HARLOW AS TO A REMAINDER INTERSEST ONLY, SAID 0.039 ACRE (1,709 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 86.82 feet right of Bagdad Road Baseline Station 307+47.40 in the proposed easterly Right-of-Way (ROW) line of County Road (C.R.) 279 (Bagdad Road) (variable width ROW), (Grid Coordinates determined as N=10,209,170.18 E=3,057,868.69), being the southerly boundary line of said 1.09 acre tract, same being the northerly boundary line of that called 3.810 acre tract of land (Tract One-A) described in Deed of Gift to Michael F. Harlow recorded in Volume 2357, Page 904 of the Official Records of Williamson County, Texas, and subsequently being a portion of that called 19.789 acres cited in Survivorship Deed to said Michael Forbes Harlow and Linda Lunsford Harlow, Jeremiah Forbes Harlow and Crystal Eastham Harlow recorded in Document No. 2019091457 of the Official Public Records of Williamson County, Texas for the southwesterly corner and **POINT OF BEGINNING** of the herein described parcel, and from which, a 1/2" iron rod found in the common line of said 1.09 acre tract and said 3.810 acre tract bears S 75°24'02" W, for a distance of 349.28 feet;

1) **THENCE,** departing said proposed easterly ROW line, with said common boundary line, **S 75°24'02" W,** for a distance of **20.10** feet to a ½" iron rod found in the existing easterly ROW line of C.R. 279 (Bagdad Road) (variable width ROW), being the southwesterly corner of said 1.09 acre tract, same being the northwesterly corner of said 3.810 acre tract, for the southwesterly corner of the herein described parcel, and from which a ½: iron rod found in said existing ROW line, being the southwesterly corner of said 3.810 acre tract bears S 19°39'42" E at a distance of 87.39 feet;

2) **THENCE,** with said existing easterly ROW line, being the easterly boundary line of said 1.09 acre tract, **N 19°39'42" W,** for a distance of **99.96** feet to a ½" iron rod found, being the northwesterly corner of said 1.09 acre tract, same being the southwesterly corner of that called 1.00 acre tract cited in Warranty Deed to Michael Forbes Harlow and Linda Lunsford Harlow recorded in Document No. 2019067069 of the Official Public Records of Williamson County, Texas, and described in Deed Of Gift to Michael F. Harlow, James Patrick Harlow and Timothy P. Harlow recorded in Volume 2357, Page 908 of the Official Records of Williamson County, Texas, for the northwesterly corner of the herein described parcel;

3) **THENCE,** departing said existing easterly ROW line, with the northerly boundary line of said 1.09 acre tract, same being the southerly boundary line of said 1.00 acre tract, **N 64°32'15" E,** for a distance of **13.72** feet, to an iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 90.57 feet right of Bagdad Road Baseline Station 308+54.99 in said proposed easterly ROW line, for the northeasterly corner of the herein described parcel;

4) **THENCE,** departing said 1.00 acre tract, with said proposed easterly ROW line, through the interior of said 1.09 acre tract, **S 23°11'53" E,** for a distance of **103.32** feet to the **POINT OF BEGINNING,** containing 0.039 acres (1,709 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

That I, M. Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direct supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

M. Stephen Truesdale — 16 FEB 2022

M. Stephen Truesdale
Registered Professional Land Surveyor No. 4933
Licensed State Land Surveyor
Inland Geodetics, LLC
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681

Date

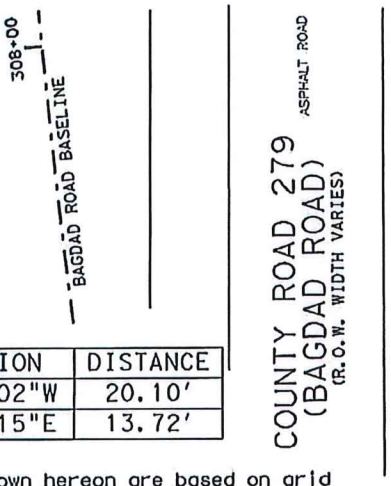
STATE OF TEXAS
REGISTERED
M. STEPHEN TRUESDALE
4933
PROFESSIONAL
LAND SURVEYOR

EXHIBIT " "

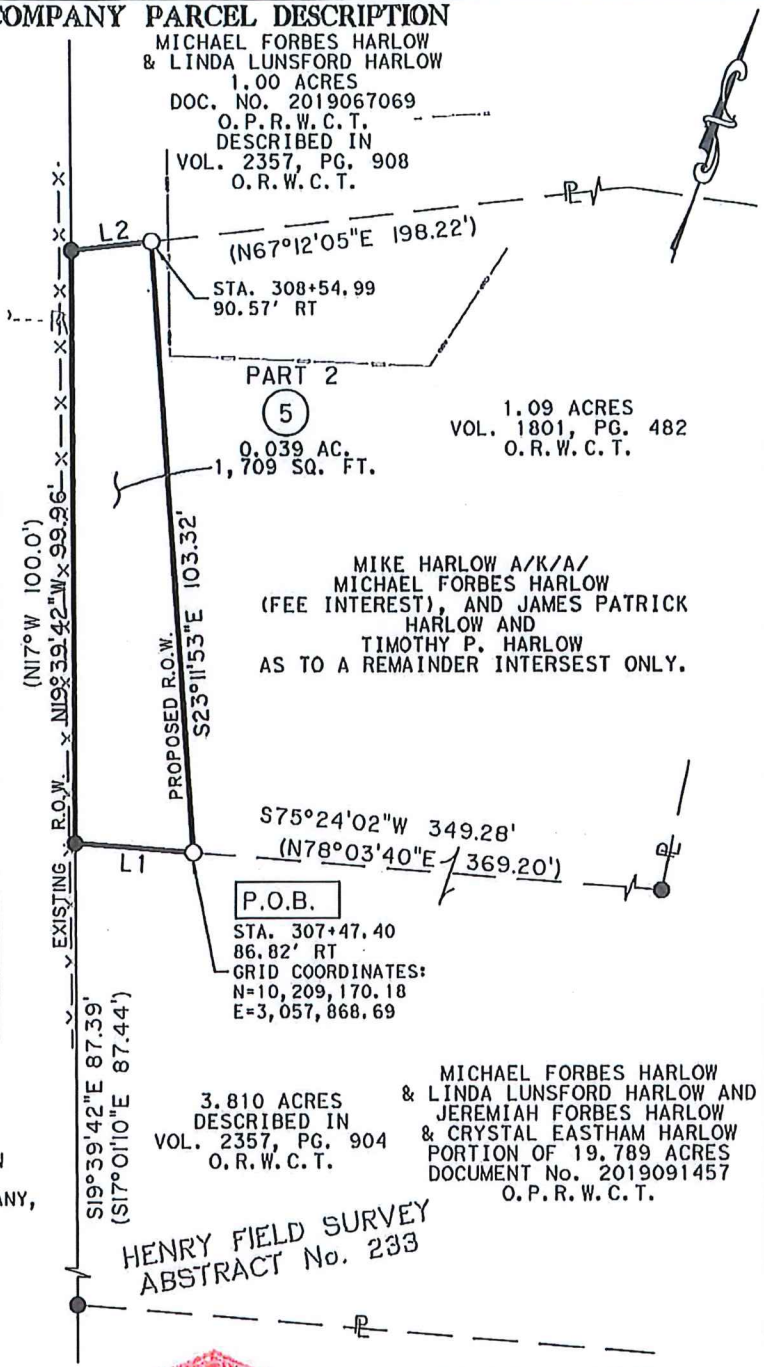
PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

●	½" IRON ROD FOUND UNLESS NOTED
⊙	IRON ROD FOUND W/PLASTIC CAP
◉	½" IRON PIPE FOUND UNLESS NOTED
▲	60/D NAIL FOUND
△	CALCULATED POINT
○	IRON ROD W/ ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" SET (UNLESS NOTED OTHERWISE)
℄	PROPERTY LINE
( )	RECORD INFORMATION
	LINE BREAK
	DENOTES COMMON OWNERSHIP
P.O.B.	POINT OF BEGINNING
N.T.S.	NOT TO SCALE
D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS



NO.	DIRECTION	DISTANCE
L1	S75° 24' 02"W	20.10'
L2	N64° 32' 15"E	13.72'



1) All bearings shown hereon are based on grid bearing. All distances are surface distances. Coordinates are surface values based on the Texas State Plane Coordinate System, NAD83, Central Zone.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. T-152455, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE DECEMBER 22, 2021, ISSUE DATE JANUARY 3, 2022.

NOTHING FROM SCHEDULE B TO ADDRESS.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

M. Stephen Truesdale 16 FEB 2022

M. STEPHEN TRUESDALE DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS, LLC
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TEXAS 78681

STATE OF TEXAS
REGISTERED
M. STEPHEN TRUESDALE
4933
PROFESSIONAL
LAND SURVEYOR

02/09/2022

INLAND GEODETICS LLC
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF
MIKE HARLOW A/K/A/ MICHAEL FORBES HARLOW AND JAMES PATRICK HARLOW AND TIMOTHY P. HARLOW

SCALE	PROJECT	COUNTY
1" = 30'	BAGDAD ROAD	WILLIAMSON

PARCEL 5
PART 2
0.039 ACRES
1,709 Sq. Ft.

S:\BINKLEY & BARFIELD\BAGDAD ROAD 2020\PARCELS\PARCELS 49,5,6 & 7-HARLOW\PARCEL 5, PT 2\PARCEL 5-PT 2-HARLOW-REV.dgn

EXHIBIT C

County: Williamson
Parcel: 5, Pt. 3 – Harlow
Highway: Bagdad Rd (CR 279)

PROPERTY DESCRIPTION

DESCRIPTION OF A 0.057 ACRE (2,477 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE HENRY FIELD SURVEY, ABSTRACT NO. 233 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 3.810 ACRE TRACT OF LAND (TRACT ONE-A) DESCRIBED IN DEED OF GIFT TO MICHAEL F. HARLOW RECORDED IN VOLUME 2357, PAGE 904 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AND SUBSEQUENTLY BEING A PORTION OF THAT CALLED 19.789 ACRES CITED IN SURVIVORSHIP DEED TO SAID MICHAEL FORBES HARLOW AND LINDA LUNSFORD HARLOW, JEREMIAH FORBES HARLOW AND CRYSTAL EASTHAM HARLOW RECORDED IN DOCUMENT NO. 2019091457 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.057 ACRE (2,477 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

1) **BEGINNING** at a 1/2" iron rod set 86.82 feet right of Bagdad Road Baseline Station 307+47.40, in the proposed easterly Right-of-Way (ROW) line of County Road (C.R.) 279 (Bagdad Road) (variable width ROW), (Grid Coordinates determined as N=10,209,170.18 E=3,057,868.69), being in the northerly boundary line of said 3.810 acre tract, same being the southerly boundary line of that called 1.09 acre tract of land described in Deed of Gift to Mike Harlow A/K/A Michael Forbes Harlow (Fee Interest), and James Patrick Harlow and Timothy P. Harlow as to the remainder interest only, recorded in Volume 1801, Page 482 of the Official Records of Williamson County, Texas, for the northeasterly corner and **POINT OF BEGINNING** of the herein described parcel, and from which a 1/2" iron rod found, being an angle point in the northerly boundary line of said 3.810 acre tract, same being the southeasterly corner of said 1.09 acre tract bears N 75°24'02" E, at a distance of 349.28 feet;

2) **THENCE,** departing said 1.09 acre tract, with said proposed easterly ROW line, through the interior of 3.810 acre tract, **S 30°13'54" E,** for a distance of 90.53 feet, to an iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 90.49 feet right of Bagdad Road Baseline Station 306+53.14, in the southerly boundary line of said 3.810 acre tract, same being the northerly boundary line of that called 2.45 acre tract of land (Tract One) described in Deed Of Gift to Timothy P. Harlow recorded in Volume 2310, Page 506 of the Official Records of Williamson County, Texas, for the southeasterly corner of the herein described parcel, and from which a 1/2" iron rod found, being the southeasterly corner of said 3.810 acre tract, same being an ell corner in the northerly boundary line of said 2.45 acre tract bears N 75°35'38" E, at a distance of 685.15 feet;

3) **THENCE,** departing said proposed easterly ROW line, with the southerly boundary line of said 3.810 acre tract, same being the northerly boundary line of said 2.45 acre tract, **S 75°35'38" W,** for a distance of 36.78 feet to a 1/2" iron rod found in the existing easterly ROW line of C.R. 279 (Bagdad Road) (variable width ROW), for the southwesterly corner of the herein described parcel, and from which, a 1/2" iron rod found in said existing easterly ROW line, being the southwesterly corner of said 2.45 acre tract bears S 19°35'49" E, at a distance of 100.57 feet;

4) **THENCE,** with said existing easterly ROW line, being the westerly boundary line of said 3.810 acre tract, **N 19°39'42" W,** for a distance of 87.39 feet to a 1/2" iron rod found, being the northwesterly corner of said 3.810 acre tract, same being the southwesterly corner of said 1.09 acre tract, for the northwesterly corner of the herein described parcel,

5) **THENCE,** departing said existing ROW line, with the northerly line of said 3.810 acre tract, same being the southerly boundary line of said 1.09 acre tract, **N 75°24'02" E,** for a distance of 20.10 feet, to the **POINT OF BEGINNING,** containing 0.057 acres (2,477 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

That I, M. Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direct supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

M. Stephen Truesdale 16 FEB 2022

M. Stephen Truesdale
Registered Professional Land Surveyor No. 4933
Licensed State Land Surveyor
Inland Geodetics, LLC
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681

Date

STATE OF TEXAS
REGISTERED
M. STEPHEN TRUESDALE
4933
PROFESSIONAL
LAND SURVEYOR

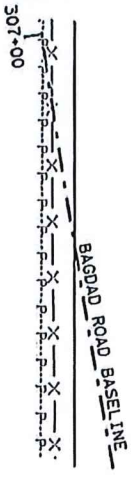
EXHIBIT " "

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

●	½" IRON ROD FOUND UNLESS NOTED
⊙	½" IRON ROD FOUND W/PLASTIC CAP
◉	½" IRON PIPE FOUND UNLESS NOTED
▲	60/D NAIL FOUND
△	CALCULATED POINT
○	½" IRON ROD W/ ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" SET (UNLESS NOTED OTHERWISE)
℄	PROPERTY LINE
( )	RECORD INFORMATION
—/\—	LINE BREAK
	DENOTES COMMON OWNERSHIP
P.O.B.	POINT OF BEGINNING
N.T.S.	NOT TO SCALE
D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS





MIKE HARLOW
1.09 ACRE
VOL. 1801, PG. 482
O.R.W.C.T.

MIKE HARLOW A/K/A/
MICHAEL FORBES HARLOW
(FEE INTEREST),
AND JAMES PATRICK
HARLOW AND
TIMOTHY P. HARLOW
AS TO A REMAINDER
INTEREST ONLY.

EXISTING R.O.W.

L2

N75°24'02"E 349.28'
(N78° 03' 45"E 369.17')

P.O.B.
STA. 307+47.40
86.82' RT
GRID COORDINATES:
N=10,209,170.18
E=3,057,868.69

PROPOSED R.O.W.

S30°13'54"E 90.53'

(N17° 01' 10"W 87.44')
N19° 39' 42"W 87.39'

PART 3
5
0.057 AC.
2,477 SQ. FT.

MICHAEL FORBES HARLOW
& LINDA LUNSFORD HARLOW AND
JEREMIAH FORBES HARLOW
& CRYSTAL EASTHAM HARLOW
PORTION OF 19.789 ACRES
DOCUMENT No. 2019091457
O.P.R.W.C.T.

3.810 ACRE
(TRACT ONE-A)
DESCRIBED IN
VOL. 2357, PG. 904
O.R.W.C.T.

N75° 35' 38"E 685.15'
(N78° 10'E 721.56')

L1

STA. 306+53.14
90.49' RT

(S17° 01' 10"E 100.40')
S19° 35' 49"E 100.57'

TIMOTHY P. HARLOW
2.45 ACRES
TRACT 1
VOL. 2310, PG. 506
O.R.W.C.T.

HENRY FIELD SURVEY
ABSTRACT No. 233

NO.	DIRECTION	DISTANCE
L1	S75° 35' 38"W	36.78'
L2	N75° 24' 02"E	20.10'

LACIE GENE HALE
15.00 ACRES
DOC. No. 2015014262
O.P.R.W.C.T.

1) All bearings shown hereon are based on grid bearing. All distances are surface distances. Coordinates are surface values based on the Texas State Plane Coordinate System, NAD83, Central Zone.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. T-152455, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE DECEMBER 22, 2021, ISSUE DATE JANUARY 3, 2022.

NOTHING FROM SCHEDULE B TO ADDRESS.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

M. Stephen Truesdale 16 FEB 2022

M. STEPHEN TRUESDALE DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS, LLC
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TEXAS 78681

STATE OF TEXAS
REGISTERED
M. STEPHEN TRUESDALE
4933
PROFESSIONAL
LAND SURVEYOR

02/11/2022

INLAND GEODETICS LLC
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF
MICHAEL FORBES HARLOW & LINDA LUNSFORD HARLOW & JEREMIAH FORBES HARLOW & CRYSTAL EASTHAM HARLOW

SCALE	PROJECT	COUNTY
1" = 30'	BAGDAD ROAD	WILLIAMSON

PARCEL 5
PART 3
0.057 ACRES
2,477 Sq. Ft.

S:\BINKLEY & BARFIELD\BAGDAD ROAD 2020\PARCELS\PARCELS 49,5,6 & 7-HARLOW\PARCEL 5, PT 3\PARCEL 5-PT 3-HARLOW-REV.dgn

Commissioners Court - Regular Session **56.**

Meeting Date: 05/02/2023

Hero Way Contract

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action on a real estate contract with Zoomers Investment Group, LLC for 0.176 acres of ROW needed on Hero Way/RM 2243. (Parcel 338) Funding Source: Road Bonds P326

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	04/27/2023 11:35 AM
Form Started By: Charlie Crossfield		Started On: 04/27/2023 09:45 AM
Final Approval Date: 04/27/2023		

DocuSign Envelope ID: 318AFF0A-D99C-4560-9148-F1348D21F382

Parcel 338

REAL ESTATE CONTRACT
Hero Way Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **ZOOMERS INVESTMENT GROUP, LLC** (referred to in this Contract as "Seller") and WILLIAMSON COUNTY, TEXAS (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

> All of that certain 0.176-acre tract of land out of the Talbot Chambers Survey, Abstract No. 125, Williamson County, Texas; and being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 338**); and

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements situated on and attached to the Property described in Exhibit "A" not otherwise agreed herein to be retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II
PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the fee simple Property interests described in Exhibit "A" shall be the sum of THIRTY-FOUR THOUSAND SEVEN HUNDRED FORTY-NINE and 00/100 Dollars ($34,749.00).

2.01.1. As Additional Compensation for the acquisition of any improvements on the Property, replacement of fencing and any cost of cure for the remaining property of Seller, Purchaser shall pay the amount of NINE THOUSAND FOUR HUNDRED FIVE and 00/100 Dollars ($9,405.00).

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Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash or other good funds at the Closing.

ARTICLE III
PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligations of the Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the closing.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's current actual knowledge:

(1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than as previously disclosed to Purchaser.

(2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof.

The Property herein is being conveyed to the Purchaser under threat of condemnation.

ARTICLE V
CLOSING

Closing Date

5.01. The Closing shall be held at the office of Texas National Title Company on or before May 31, 2023, or at such time, date, and place as Seller and Purchaser may otherwise agree, or

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within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to all of the Property described in Exhibit "A", free and clear of any and all monetary liens and restrictions, except for the following:

(a) General real estate taxes for the year of closing and subsequent years not yet due and payable.

(b) Any exceptions approved by Purchaser pursuant to Article III hereof; and

(c) Any exceptions approved by Purchaser in writing.

(2) The Deed shall be in the form as shown in Exhibit "B" attached hereto and incorporated herein.

(3) Provide reasonable assistance as requested, at no cost to Seller, to cause Title Company to issue Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in the Property Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

(a) The boundary and survey exceptions shall be deleted.

(b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and

(c) The exception as to the lien for taxes shall be limited to the year of Closing and shall be endorsed "Not Yet Due and Payable".

(d) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

(a) Pay the cash portion of the Purchase Price.

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Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation but shall otherwise be the continuing obligation of Seller to fully satisfy. Agricultural roll-back taxes, if any, which directly result from the completion of this transaction and conveyance shall be paid by the Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

(1) Owner's Title Policy and survey to be paid for by Purchaser.

(2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.

(3) All other closing costs shall be paid by the Purchaser.

(4) Attorney's fees paid by each respectively as incurred.

ARTICLE VI
BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII
BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has

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been made, then Seller shall receive the amount of $500 as liquidated damages for any failure by Purchaser.

ARTICLE VIII
MISCELLANEOUS

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and insure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

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

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

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Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10 This Contract shall be effective as of the date it is approved by Williamson County, Texas which date is indicated beneath the County Judge's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

Contingent Possession and Use Agreement

8.12. Upon completion of (1) the full execution of this Contract by all parties, and (2) acknowledgment by the Title Company of delivery by Purchaser of the full Purchase Price to the Title Company, Purchaser, its agents and contractors shall be permitted at any time after April 15, 2023 to enter and possess the Property prior to Closing for the purpose of completing any and all necessary testing or preliminary investigation activities associated with the proposed Hero Way improvement construction project of Purchaser, and Seller agrees to make any gate access available to Purchaser, its contractors or utility facility owners as necessary to carry out the purposes of this paragraph. The parties further agree to continue to use diligence in assisting with any title curative measures or mortgage lien release required by the Contract to complete the Closing of the purchase transaction.

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SELLER:

ZOOMERS INVESTMENT GROUP, LLC

By: _____
Docusigned by:
CD3D1174A30A4AE...

Name: Ashok Gudi

Title: Manager Member

Date: 4/26/2023

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

Date: _____

DocuSign Envelope ID: 318AFF0A-D99C-4560-9148-F1348D21F382

EXHIBIT A

County: Williamson
Parcel: 338
Highway: FM 2243

METES & BOUNDS DESCRIPTION FOR PARCEL 338

METES & BOUNDS DESCRIPTION FOR A 0.176 ACRE TRACT OF LAND OUT OF THE TALBOT CHAMBERS SURVEY, ABSTRACT NO. 125, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF TRACT 5 OF AMENDED PLAT KITTIE HILL ACRES TRACT 5 AND TRACT 6, A SUBDIVISION AS RECORDED IN CABINET X, SLIDES 378 AND 379 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, AS CONVEYED TO ZOOMERS INVESTMENT GROUP LLC BY SPECIAL WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN DOCUMENT NUMBER 2021055330 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.176 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND SHOWN ON THE ATTACHED SKETCH:

BEGINNING at a 1/2-inch iron rod found at the intersection of the north right-of-way line of Hero Way (f/k/a County Road 269) (width varies) (no deed of reference found) and the east right-of-way line of Winding Oak Drive (50 feet wide) as dedicated by KITTIE HILL ACRES, a subdivision as recorded in Cabinet F, Slides 45 and 46 of the Plat Records of Williamson County, Texas, at the southwest corner of the above described Tract 5, for the southwest corner and **POINT OF BEGINNING** of the herein described tract, from which a 1/2-inch iron rod found at the intersection of the north right-of-way line of said Hero Way and the west right-of-way line of said Winding Oak Drive, at the southeast corner of Tract 4 of said KITTIE HILL ACRES, bears S 69°44'01" W a distance of 52.73 feet;

THENCE, with the east right-of-way line of said Winding Oak Drive and the west line of said Tract 5, N 39°29'20" W a distance of 16.75 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" (NAD-83, Central Zone Grid Coordinates: N: 10,188,681.12, E: 3,087,915.23) set for the northwest corner of the herein described tract, 238.00 feet left of FM 2243 baseline station 169+35.20, from which a 1/2-inch iron rod with an illegible cap found on the east right-of-way line of said Winding Oak Drive and the west line of said Tract 5, bears N 39°29'20" W a distance of 279.95 feet;

THENCE, over and across said Tract 5, N 69°25'18" E a distance of 449.37 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set on the east line of said Tract 5 and the west line of Tract 9 of said KITTIE HILL ACRES as conveyed to JGHTDH #1, LLC by General Warranty Deed with Vendor's Lien recorded in Document Number 2016075658 of the Official Public Records of Williamson County, Texas, for the northeast corner of the herein described tract, from which a 1/2-inch iron rod found on the west line of said Tract 9, at the northeast corner of original Tract 5 of said KITTIE HILL ACRES, bears N 21°01'05" W a distance of 405.61 feet;

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THENCE, with the east line of said Tract 5 and the west line of said Tract 9, S 21°01'05" E a distance of 19.19 feet to a 1/2-inch iron rod found on the north right-of-way line of said Hero Way at the southeast corner of said Tract 5 and at the southwest corner of said Tract 9, for the southeast corner of the herein described tract, from which a 1/2-inch iron rod with a cap stamped "FOREST RPLS 1847" found at an angle point in the north right-of-way line of said Hero Way and the south line of said Tract 9, bears N 69°58'26" E a distance of 119.66 feet;

THENCE, with the north right-of-way line of said Hero Way and the south line of said Tract 5, S 70°03'21" W a distance of 213.57 feet to a cotton spindle found for an angle point;

THENCE, continuing with the north right-of-way line of said Hero Way and the south line of said Tract 5, S 69°39'55" W a distance of 230.54 feet to the **POINT OF BEGINNING** and containing 0.176 acres (7,652 square feet) of land, more or less.

Bearing orientation is based on the Texas State Plane Coordinate System NAD-83, Central Zone 4203. All distances are surface and may be converted to grid by dividing by a scale factor of 1.00012.

I hereby certify that these notes were prepared by BGE from a survey made on the ground under my supervision on May 12, 2022 and are true and correct to the best of my knowledge. A sketch accompanies this description.

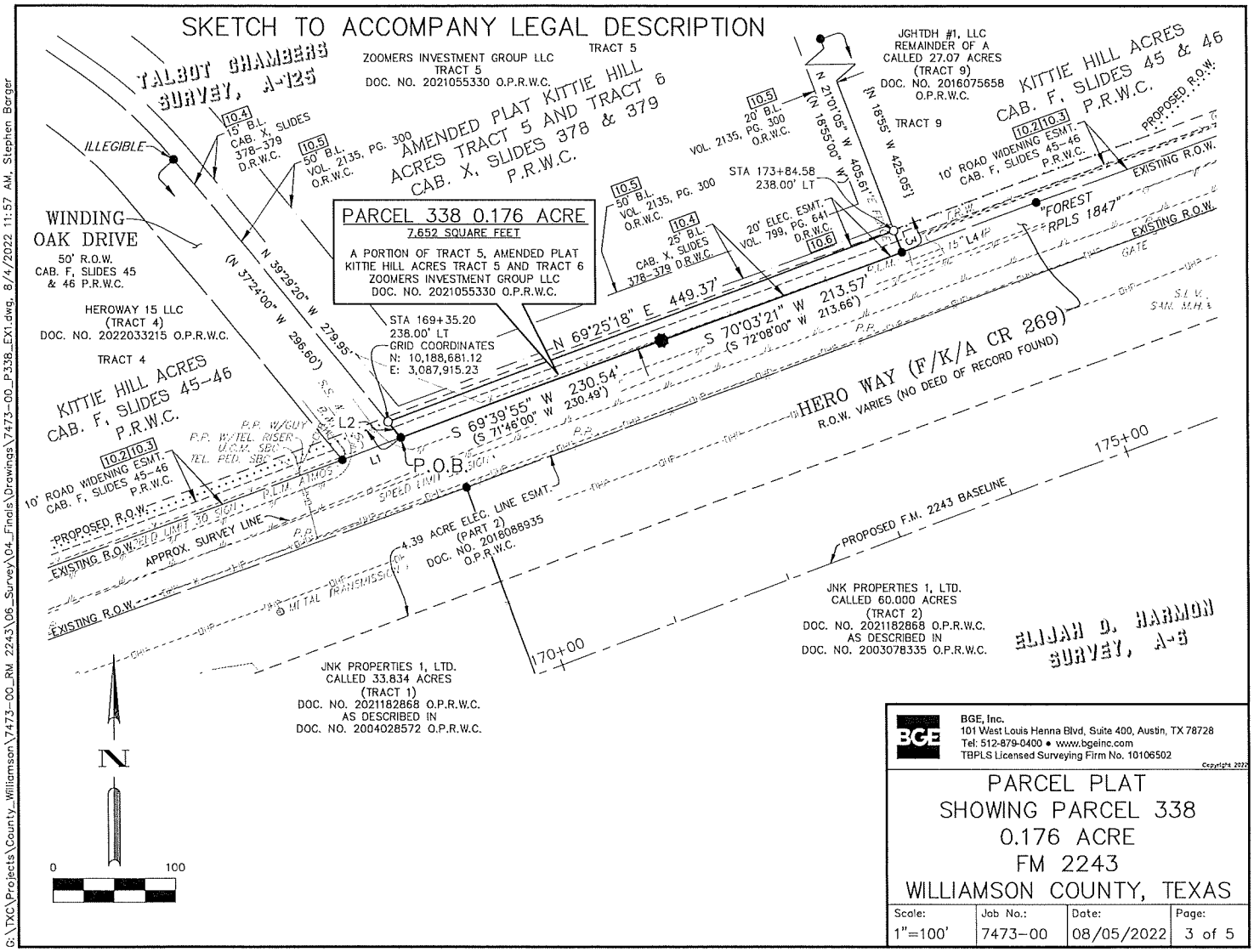


08/05/2022
Date

Jonathan O. Nobles RPLS Number 5777
BGE, Inc.
101 West Louis Henna Blvd., Suite 400
Austin, TX 78728
Telephone: 512-879-0400
TBPELS Licensed Surveying Firm Number 10106502

Client:	Williamson County
Date:	August 5, 2022
Project Number:	7473-00

DocuSign Envelope ID: 318AFF0A-D99C-4560-9148-F1348D21F382



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101 West Louis Henna Blvd, Suite 400, Austin, TX 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPLS Licensed Surveying Firm No. 10106502

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PARCEL PLAT
SHOWING PARCEL 338
0.176 ACRE
FM 2243
WILLIAMSON COUNTY, TEXAS

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LEGEND

B.L.	BUILDING LINE
B.W.F.	BARBED WIRE FENCE
CAB.	CABINET
CMP	CORRUGATED METAL PIPE
DOC.	DOCUMENT
D.R.W.C.	DEED RECORDS OF WILLIAMSON COUNTY
ELEC.	ELECTRIC
ESMT.	EASEMENT
M.H.	MANHOLE
NO.	NUMBER
N.T.S.	NOT TO SCALE
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
PED.	PEDESTAL
P.O.B.	POINT OF BEGINNING
PED.	PEDESTAL
P.L.M.	PIPELINE MARKER
P.O.B.	POINT OF BEGINNING
P.P.	POWER POLE
P.R.W.C.	PLAT RECORDS OF WILLIAMSON COUNTY
R.O.W.	RIGHT-OF-WAY
SAN.	SANITARY
S.L.V.	SANITARY LINE VENT
S.N.S.	STREET NAME SIGN
S.S.	STOP SIGN
TEL.	TELEPHONE
T.R.W.	TIMBER RETAINING WALL
U.C.M.	UNDERGROUND CABLE MARKER
( )	RECORD INFO FOR CAB. X, SLIDES 378-379 P.R.W.C.
{ }	RECORD INFO FOR CAB. F, SLIDES 45-46 P.R.W.C.
●	FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
○	SET 1/2" IRON ROD W/CAP "WILCO ROW 5777"
✹	COTTON SPINDLE FOUND
——y——	WIRE FENCE
——OHT——	OVERHEAD TELEPHONE
——OHP——	OVERHEAD POWER
——/——/——	EDGE OF ASPHALT
10.3	SCHEDULE B ITEM

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S 69°44'01" W	52.73'
L2	N 39°29'20" W	16.75'
L3	S 21°01'05" E	19.19'
L4	N 69°58'26" E	119.66'

RECORD LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	{S 71°46' W}	{52.94'}
L4	{N 72°08' E}	{119.74'}

BGE, Inc.
101 West Louis Henna Blvd, Suite 400, Austin, TX 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPLS Licensed Surveying Firm No. 10106502

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PARCEL PLAT
SHOWING PARCEL 338
0.176 ACRE
FM 2243
WILLIAMSON COUNTY, TEXAS

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GENERAL NOTES:

1. BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD83. DISTANCES SHOWN HEREON ARE IN SURFACE AND CAN BE CONVERTED TO GRID BY DIVIDING BY THE COMBINED SCALE FACTOR = 1.00012

2. A METES AND BOUNDS DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS SKETCH.

3. THIS PARCEL PLAT WAS MADE IN RELIANCE UPON THAT CERTAIN COMMITMENT FOR TITLE INSURANCE ISSUED BY TITLE RESOURCES GUARANTY COMPANY AND TEXAS NATIONAL TITLE, INC. UNDER G.F. NO. T-164941, DATED EFFECTIVE JULY 1, 2022 AND ISSUED ON JULY 12, 2022.

RESTRICTIVE COVENANT AND EASEMENT NOTES:

1. RESTRICTIVE COVENANTS OF RECORD ITEMIZED IN CABINET F, SLIDE 45 AND CABINET X, SLIDE 378, PLAT RECORDS; VOLUME 2135, PAGE 300, OFFICIAL RECORDS; DOCUMENT NO. 2015018800, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.

10.2 ANY AND ALL EASEMENTS, BUILDING LINES AND CONDITIONS, COVENANTS AND RESTRICTIONS AS SET FORTH IN PLAT RECORDED IN CABINET F, SLIDE 45, PLAT RECORDS, WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

10.3 A 10 FOOT ROAD WIDENING EASEMENT RESERVED ALONG COUNTY ROAD 269, AS SHOWN ON THE PLAT OF RECORD IN CABINET X, SLIDE 378 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

10.4 BUILDING SETBACK LINE(S) AS SHOWN AND/OR DESCRIBED ON PLAT OF RECORD IN CABINET X, SLIDE 378 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

10.5 BUILDING SETBACK LINES AS SET FORTH IN INSTRUMENT RECORDED IN VOLUME 2135, PAGE 300, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

10.6 AN ELECTRIC TRANSMISSION LINE EASEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE, INC. AS DESCRIBED IN VOLUME 799, PAGE 641, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

10.7 ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN ORDINANCE NO. 16-051-00 IF RECORD IN DOCUMENT NO. 2017011292, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DO NOT AFFECT THE SUBJECT TRACT.

I hereby certify that this survey was made on the ground by BGE, Inc. under my supervision on May 12, 2022 and is true and correct to the best of my knowledge. The property has access to a public roadway and there are no visible encroachments, except as shown hereon.

STATE OF TEXAS
REGISTERED
JONATHAN O. NOBLES
5777
PROFESSIONAL
LAND SURVEYOR

08/05/2022

JONATHAN O. NOBLES RPLS NO. 5777
BGE, INC.
101 WEST LOUIS HENNA BLVD., SUITE 400
AUSTIN, TEXAS 78728
TELEPHONE: (512) 879-0400

BGE, Inc.
101 West Louis Henna Blvd, Suite 400, Austin, TX 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPLS Licensed Surveying Firm No. 10106502

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PARCEL PLAT
SHOWING PARCEL 338
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Exhibit "B"

Parcel 338

DEED
Hero Way Right of Way

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

That **ZOOMERS INVESTMENT GROUP, LLC**, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto **WILLIAMSON COUNTY, TEXAS**, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows (the "Property"):

All of that certain 0.176-acre tract of land out of the Talbot Chambers Survey, Abstract No. 125, Williamson County, Texas; and being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 338**);

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property, to wit: NONE

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record.

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show.

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

DocuSign Envelope ID: 318AFF0A-D99C-4560-9148-F1348D21F382

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas and/or the State of Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance Grantee's roadway improvements and related facilities.

TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof by and through Grantor but not otherwise.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2023.

[signature pages follow]

DocuSign Envelope ID: 318AFF0A-D99C-4560-9148-F1348D21F382

GRANTOR:

Zoomers Investment Group, LLC

_____

Name: _____

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2023 by _____ in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, PLLC
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:

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

AFTER RECORDING RETURN TO:

Commissioners Court - Regular Session **57.**

Meeting Date: 05/02/2023

Bagdad at CR 279 Condemnation Resolution

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn 2.453 acres required for the construction of Bagdad at County Road 279. (Edward Wolf and Jennifer Wolf/ Parcel 10) Funding Source: Road Bonds P343.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Resolution

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	04/27/2023 11:22 AM
Form Started By: Charlie Crossfield		Started On: 04/26/2023 01:22 PM
Final Approval Date: 04/27/2023		

IN THE COMMISSIONERS' COURT
OF WILLIAMSON COUNTY, TEXAS

RESOLUTION

WHEREAS, the Commissioners' Court of Williamson County, Texas, has found and determined that in order to promote the public safety, to facilitate the safety and movement of traffic, and to preserve the financial investment of the public in its roadways, public necessity requires acquisition of fee simple title to that certain tract of land being 2.453 acres (Parcel 10) described by metes and bounds in Exhibit "A" owned by **EDWARD WOLF AND JENNIFER WOLF** for the purpose of constructing, reconstructing, maintaining, and operating the Bagdad Road/CR 279 roadway improvements ("Project"), excluding all the oil, gas, and sulphur which can be removed from beneath said real property, without any right whatever remaining to the owner of such oil, gas, and sulphur of ingress to or egress from the surface of said real property for the purpose of exploring, developing, or mining of the same, as a part of the improvements to the Project, at such locations as are necessary and that such constructing, reconstructing, maintaining, and operating shall extend across and upon, and will cross, run through, and be upon the hereinafter described real properties; and

WHEREAS, the Commissioners' Court of Williamson County, Texas, has, through agents employed by the said office, entered into bona fide good faith negotiations with the owners of the hereinafter described properties and has failed to agree with the owners on the compensation and damages, if any, due to said owners. Now, therefore, the Commissioners' Court of Williamson County, Texas is authorizing the use of its power of eminent domain to condemn property.

BE IT RESOLVED BY THE COMMISSIONERS' COURT OF THE COUNTY OF WILLIAMSON, that the County Attorney or his designated agent be and he is hereby authorized and directed to file or cause to be filed against the owners of any interest in, and the holders of any lien secured by, the following described tracts of land, described in Exhibit "A" attached hereto, a suit in eminent domain to acquire the property interests for the aforesaid purposes; and

It is the intent of the Commissioners' Court that this resolution authorizes the condemnation of all property interests required to complete the construction and maintenance of the Project and associated public purposes. If it is later determined that there are any errors in the descriptions contained herein or if later surveys contain more accurate revised descriptions, the County Attorney is authorized to have such errors corrected or revisions made without the necessity of obtaining a new resolution of the Commissioners' Court authorizing the condemnation of the corrected or revised Property.

BE IT FURTHER RESOLVED that the County Attorney or his designated agent be and he is hereby authorized and directed to incur such expenses and to employ such experts as he shall deem necessary to assist in the prosecution of such suit in eminent domain, including, but not limited to, appraisers, engineers, and land use planners or other required expert consultants.

Adopted this _____.

_____
Bill Gravell, Jr.
Williamson County Judge

EXHIBIT ____

County: Williamson
Parcel : 10 – Wolf
Highway: Bagdad Rd (CR 279)

PROPERTY DESCRIPTION

DESCRIPTION OF A 2.453 ACRE (106,843 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE HENRY FIELD SURVEY, ABSTRACT NO. 233 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 81.69 ACRE TRACT OF LAND DESCRIBED IN GENERAL WARRANTY DEED TO EDWARD WOLF AND JENNIFER WOLF RECORDED IN DOCUMENT NO. 2021036573 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 2.453 ACRE (106,843 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 91.06 feet right of Bagdad Road Baseline Station 277+61.44 in the proposed easterly Right-of-Way (ROW) line of Bagdad Road (variable width ROW), (Grid Coordinates determined as N=10,206,924.90 E=3,059,798.33), being the southerly boundary line of said 81.69 acre tract, same being the northerly boundary line of that called 5.801 acre tract described in a Warranty Deed to Elizabeth Ann Lancaster (Liz Hanna per Appraisal District) recorded in Volume 1405, Page 431 of the Deed Records of Williamson County, Texas, for the southeasterly corner and **POINT OF BEGINNING** of the herein described parcel, and from which, a 1/2" iron rod found, being an angle point in said common boundary line bears N 82°51'35" E, at a distance of 330.08 feet;

1) **THENCE,** departing said proposed easterly ROW, with said common boundary line, **S 82°51'35" W,** for a distance of **68.69** feet to a calculated point in the existing easterly ROW line of County Road (C.R.) 279 (Bagdad Road) (variable width ROW), being the southwesterly corner of said 81.69 acre tract, same being the northwesterly corner of said 5.801 acre tract, for the southwesterly corner of the herein described parcel;

THENCE, departing said 5.801 acre tract, with said existing easterly ROW line, same being the westerly boundary line of said 81.69 acre tract the following five (5) courses:

2) **N 17°14'13" W,** for a distance of **286.68,** to a capped iron rod stamped "Forest" found, for an angle point;

3) **N 20°12'28" W,** for a distance of **162.45,** to a calculated angle point;

4) **N 31°29'17" W,** for a distance of **131.39,** to a calculated angle point;

5) **N 45°00'43" W,** for a distance of **287.98,** to a calculated angle point;

6) **N 60°22'23" W,** for a distance of **560.10,** to an iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 61.00 feet left of Bagdad Road Baseline Station 291+57.16 in the proposed westerly ROW line of said Bagdad Road, for an angle point and from which, a 1 1/2" ID pipe found in said westerly boundary line, being said existing easterly ROW line bears N 61°13'49" W, at a distance of 206.15 feet;

7) **THENCE,** departing said existing easterly ROW line, through the interior of said 81.69 acre tract, with said proposed westerly ROW line, **N 49°21'49" W,** at a distance of 50.00 feet, pass an iron rod with an aluminum cap stamped "WILLIAMSON COUNTY-WITNESS" set 61.00 feet left of Bagdad Road Baseline Station 292+07.16, and continuing for a total distance of **239.28** feet, to a calculated point in the approximate centerline of the South Fork of the San Gabriel River, 61.00 feet left of Bagdad Road Baseline Station 293+96.44, being the northerly boundary line of said 81.69 acre tract, same being the southerly boundary line of that cited 36 acres, more or less, in Deed Without Warranty to Scott L. I. Helms and Christina A. Helms in Document No. 2020012720 of the Official Public Records of Williamson County, Texas, for the northwesterly corner of the herein described parcel;

THENCE, departing said proposed westerly ROW line, with said approximate centerline of the South Fork of the San Gabriel River and the common boundary line of said 81.69 acre and said 36 acre tracts, the following two (2) courses:

8) **N 56°55'14" E,** for a distance of **36.57** feet to a calculated angle point;

9) **N 66°24'34" E,** for a distance of **83.17** feet to the calculated point in said proposed easterly ROW line of Bagdad Road, 49.00 feet right of Bagdad Road Baseline Station 293+50.02, for the northeasterly corner of the herein described parcel;

THENCE, departing said approximate river centerline and said 36 acre tract, with said proposed easterly ROW line, through the interior of said 81.69 acre tract, the following six (6) courses:

County: Williamson
Parcel : 10 – Wolf
Highway: Bagdad Rd (CR 279)

10) **S 49°21'49" E,** at a distance of 212.00 feet, pass an iron rod with an aluminum cap stamped "WILLIAMSON COUNTY-WITNESS" set 49.00 feet right of Bagdad Road Baseline Station 291+38.02, and continuing for a total distance of **315.64** feet to an iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 49.00 feet right of Bagdad Road Baseline Station 290+34.38, for an ell corner;

11) **N 40°38'11" E,** for a distance of **27.86** feet to an iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 76.86 feet right of Bagdad Road Baseline Station 290+34.38, for the beginning of a non-tangent curve to the right;

12) With said curve to the right, having a delta angle of **15°03'00",** a radius of **1,895.00** feet, an arc length of **497.76** feet and a chord which bears **S 47°45'24" E,** for a distance of **496.33** feet, to an iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 88.08 feet right of Bagdad Road Baseline Station 285+50.06, for a point of non-tangency;

13) **N 51°41'07" E,** for a distance of **61.98** feet to an iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 150.00 feet right of Bagdad Road Baseline Station 285+47.48, for the beginning of a non-tangent curve to the right;

14) With said curve to the right, having a delta angle of **11°55'57",** a radius of **3,000.00** feet, an arc length of **624.78** feet and a chord which bears **S 27°16'32" E,** for a distance of **623.65** feet, to an iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 86.08 feet right of Bagdad Road Baseline Station 279+56.88, for a point of non-tangency;

15) **S 24°16'17" E,** for a distance of **203.31** feet to the **POINT OF BEGINNING**, containing 2.453 acres (106,843 square feet) of land, more or less;

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

That I, M. Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direct supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

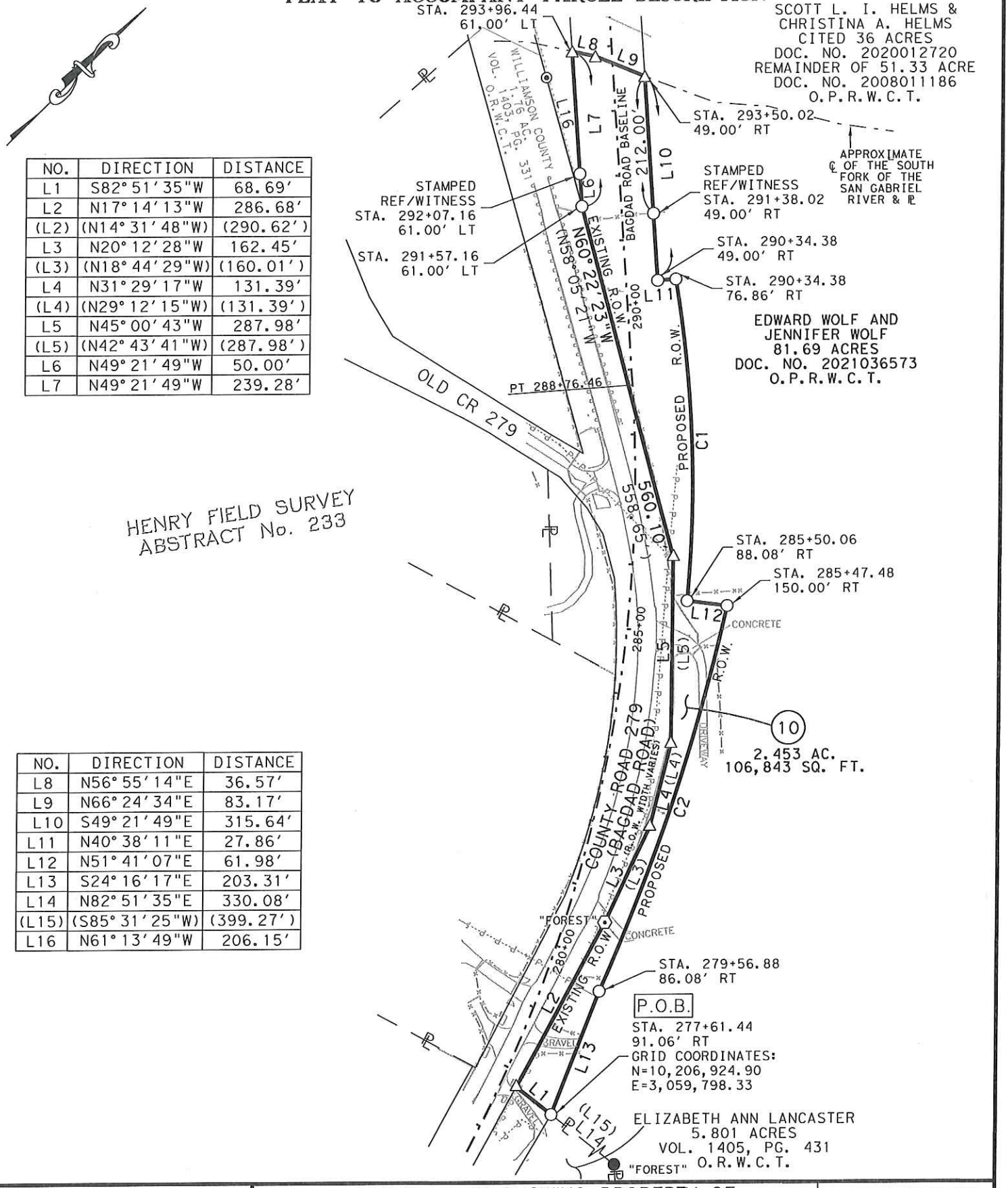
M. Stephen Truesdale — 23 SEP 2022

M. Stephen Truesdale — Date
Registered Professional Land Surveyor No. 4933
Licensed State Land Surveyor
Inland Geodetics, LLC
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681



EXHIBIT " "

PLAT TO ACCOMPANY PARCEL DESCRIPTION



NO.	DIRECTION	DISTANCE
L1	S82°51'35"W	68.69'
L2	N17°14'13"W	286.68'
(L2)	(N14°31'48"W)	(290.62')
L3	N20°12'28"W	162.45'
(L3)	(N18°44'29"W)	(160.01')
L4	N31°29'17"W	131.39'
(L4)	(N29°12'15"W)	(131.39')
L5	N45°00'43"W	287.98'
(L5)	(N42°43'41"W)	(287.98')
L6	N49°21'49"W	50.00'
L7	N49°21'49"W	239.28'

NO.	DIRECTION	DISTANCE
L8	N56°55'14"E	36.57'
L9	N66°24'34"E	83.17'
L10	S49°21'49"E	315.64'
L11	N40°38'11"E	27.86'
L12	N51°41'07"E	61.98'
L13	S24°16'17"E	203.31'
L14	N82°51'35"E	330.08'
(L15)	(S85°31'25"W)	(399.27')
L16	N61°13'49"W	206.15'

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

EDWARD WOLF AND JENNIFER WOLF

09/16/2022

PARCEL 10
2.453 ACRES
106,843 Sq. Ft.

SCALE	PROJECT	COUNTY
1" = 200'	BAGDAD ROAD	WILLIAMSON

S:\BINKLEY & BARFIELD\BAGDAD ROAD 2020\PARCELS\PARCEL 10-WOLF\PARCEL 10-WOLF.dgn

EXHIBIT " "

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

●	½" IRON ROD FOUND UNLESS NOTED
⊙	½" IRON ROD FOUND W/PLASTIC CAP
◉	½" IRON PIPE FOUND UNLESS NOTED
▲	60/D NAIL FOUND
△	CALCULATED POINT
○	½" IRON ROD W/ ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" SET (UNLESS NOTED OTHERWISE)
℄	PROPERTY LINE
( )	RECORD INFORMATION
	LINE BREAK
	DENOTES COMMON OWNERSHIP
P.O.B.	POINT OF BEGINNING
N.T.S.	NOT TO SCALE
D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS

1) All bearings shown hereon are based on grid bearing. All distances are surface distances. Coordinates are surface values based on the Texas State Plane Coordinate System, NAD 83, Central Zone.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. T-165823, ISSUED BY WESTCOR LAND TITLE INSURANCE COMPANY, EFFECTIVE DATE JULY 27, 2022, ISSUE DATE AUGUST 08, 2022.

10(2). AN ELECTRIC TRANSMISSION AND DISTRIBUTING LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY, RECORDED IN VOLUME 241, PAGE 439, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM IT'S DESCRIPTION CAN NOT BE LOCATED.

3. AN ELECTRIC DISTRIBUTION LINE EASEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE, INC. AS DESCRIBED IN DOCUMENT NO. 2014037856 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM IT'S DESCRIPTION CAN NOT BE LOCATED.

4. AN ELECTRIC DISTRIBUTION LINE EASEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE, INC. AS DESCRIBED IN DOCUMENT NO. 2020166458 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM IT'S DESCRIPTION CAN NOT BE LOCATED.

6. TERMS, CONDITIONS AND STIPULATIONS OF THAT CERTAIN ORDINANCE NO. 05-0-25, RECORDED IN DOCUMENT NO. 2005039348, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	15°03'00"	1,895.00'	497.76'	496.33'	S47°45'24"E
C2	11°55'57"	3,000.00'	624.78'	623.65'	S27°16'32"E

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

23 SEP 2022 M. Stephen Truesdale

DATE

M. STEPHEN TRUESDALE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TEXAS 78681

STATE OF TEXAS
REGISTERED
M. STEPHEN TRUESDALE
4933
PROFESSIONAL
LAND SURVEYOR

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

EDWARD WOLF AND JENNIFER WOLF

09/16/2022

PARCEL 10
2.453 ACRES
106,843 Sq. Ft.

SCALE	PROJECT	COUNTY
1" = 200'	BAGDAD ROAD	WILLIAMSON

S:\BINKLEY & BARFIELD\BAGDAD ROAD 2020\PARCELS\PARCEL 10-WOLF\PARCEL 10-WOLF.dgn

Commissioners Court - Regular Session **58.**

Meeting Date: 05/02/2023

Resolution for Condemnation

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn 2.977 acres (Parcel 219) and 0.008 acres (Parcel 219 Part 2) required for the construction of Hero Way/RM 2243. (Carol Stipanovic Mize and Michael Robert Mize a/k/a Michael R. Mize; Parcel 219 Parts 1 and 2) Funding Source: Road Bonds P326.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Resolution

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	04/27/2023 11:31 AM
Form Started By: Charlie Crossfield		Started On: 04/27/2023 08:30 AM
Final Approval Date: 04/27/2023		

IN THE COMMISSIONERS' COURT
OF WILLIAMSON COUNTY, TEXAS

RESOLUTION

WHEREAS, the Commissioners' Court of Williamson County, Texas, has found and determined that in order to promote the public safety, to facilitate the safety and movement of traffic, and to preserve the financial investment of the public in its roadways, public necessity requires acquisition of fee simple title to that certain tracts of land being 2.977 acres (Parcel 219) and 0.008 acres (Parcel 219 Part 2), described by metes and bounds in Exhibits "A&B" owned by **CAROL STIPANOVIC MIZE AND MICHAEL ROBERT MIZE a/k/a MICHAEL R. MIZE** for the purpose of constructing, reconstructing, maintaining, and operating the Hero Way/RM 2243 roadway improvements ("Project"), excluding all the oil, gas, and sulphur which can be removed from beneath said real property, without any right whatever remaining to the owner of such oil, gas, and sulphur of ingress to or egress from the surface of said real property for the purpose of exploring, developing, or mining of the same, as a part of the improvements to the Project, at such locations as are necessary and that such constructing, reconstructing, maintaining, and operating shall extend across and upon, and will cross, run through, and be upon the hereinafter described real properties; and

WHEREAS, the Commissioners' Court of Williamson County, Texas, has, through agents employed by the said office, entered into bona fide good faith negotiations with the owners of the hereinafter described properties and has failed to agree with the owners on the compensation and damages, if any, due to said owners. Now, therefore, the Commissioners' Court of Williamson County, Texas is authorizing the use of its power of eminent domain to condemn property.

BE IT RESOLVED BY THE COMMISSIONERS' COURT OF THE COUNTY OF WILLIAMSON, that the County Attorney or his designated agent be and he is hereby authorized and directed to file or cause to be filed against the owners of any interest in, and the holders of any lien secured by, the following described tracts of land, described in Exhibits "A&B" attached hereto, a suit in eminent domain to acquire the property interests for the aforesaid purposes; and

It is the intent of the Commissioners' Court that this resolution authorizes the condemnation of all property interests required to complete the construction and maintenance of the Project and associated public purposes. If it is later determined that there are any errors in the descriptions contained herein or if later surveys contain more accurate revised descriptions, the County Attorney is authorized to have such errors corrected or revisions made without the necessity of obtaining a new resolution of the Commissioners' Court authorizing the condemnation of the corrected or revised Property.

BE IT FURTHER RESOLVED that the County Attorney or his designated agent be and he is hereby authorized and directed to incur such expenses and to employ such experts as he shall deem necessary to assist in the prosecution of such suit in eminent domain, including, but not limited to, appraisers, engineers, and land use planners or other required expert consultants.

Adopted this _____.

_____
Bill Gravell, Jr.
Williamson County Judge

EXHIBIT ____

County: Williamson
Parcel: 219 Part 1
Highway: FM 2243

METES & BOUNDS DESCRIPTION FOR PARCEL 219 PART 1

METES & BOUNDS DESCRIPTION FOR A 2.977 ACRE TRACT OF LAND OUT OF THE MILTON HICKS SURVEY, ABSTRACT NO. 287, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF LOT 3, HIGHLAND ESTATES PHASE ONE, A SUBDIVISION AS RECORDED IN CABINET K, SLIDES 297-299 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, AS CONVEYED TO CAROL STIPANOVIC MIZE AND MICHAEL ROBERT MIZE A/K/A MICHAEL R. MIZE BY GENERAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2001057234 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 2.977 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND SHOWN ON THE ATTACHED SKETCH:

BEGINNING at a 1/2-inch iron rod found on the curving north right-of-way line of Creekview Circle (60 feet wide) as dedicated by said HIGHMEADOW ESTATES PHASE ONE, at the southwest corner of said Lot 3 and the most easterly southeast corner of Lot 2 of said HIGHMEADOW ESTATES PHASE ONE, as conveyed to Jimmy Moore and Elsa Moore by General Warranty Deed recorded in Volume 2643, Page 185 of the Official Records of Williamson County, Texas, for the southwest corner and **POINT OF BEGINNING** of the herein described tract, from which a 1/2-inch iron rod found on the north right-of-way of said Creekview Circle at a point of reverse curvature, bears along a curve to the left, an arc distance of 49.61 feet, having a radius of 60.00 feet, a central angle of 47°22'34" and a chord which bears S 43°14'04" W a distance of 48.21 feet;

THENCE, with the west line of said Lot 3 and east line of said Lot 2, N 06°18'54" E, pass a 1/2-inch iron rod found at the northeast corner of said Lot 2 and the southeast corner of Lot 1 of said HIGHMEADOW ESTATES PHASE ONE, as conveyed to Jimmy Moore and wife, Elsa Moore by Special Warranty Deed with Vendor's Lien recorded in Volume 2605, Page 550 of the Official Records of Williamson County, Texas, at a distance of 392.17 feet, and continuing on with the west line of said Lot 3 and the east line of said Lot 1, for a total distance of 532.70 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" (NAD-83, Central Zone Grid Coordinates: N: 10,189362.48, E: 3,090,284.83) set for the northwest corner of the herein described tract, 256.39 feet left of FM 2243 baseline station 193+49.29;

THENCE, over and across said Lot 3, S 86°55'12" E a distance of 182.74 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set at the beginning of a non-tangent curve to the right, 226.78 feet left of FM 2243 baseline station 195+23.85;

THENCE, continuing over and across said Lot 3, along said curve to the right, an arc distance of 255.55 feet, having a radius of 8,147.00 feet, a central angle of 01°47'50" and a chord which bears N 85°04'01" E a distance of 255.54 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set on the southeast line of said Lot 3 and the northwest line of Lot 4 of said HIGHMEADOW ESTATES PHASE ONE as conveyed to Jay Harvey and wife, Michelle Harvey by General Warranty Deed recorded in Document Number 9503320 of the Official Records of Williamson County, Texas, for the northeast corner of the herein described tract, 228.33 feet left of FM 2243 baseline station 197+71.67, from which a 1/2-inch iron rod found at an interior corner of said Lot 3 and an exterior corner of said Lot 4, bears N 38°30'44" E a distance of 120.83 feet;

THENCE, with the southeast line of said Lot 3 and the northwest line of said Lot 4, S 38°30'44" W a distance of 701.03 feet to a 1/2-inch iron rod found on the curving north right-of-way line of said Creekview Circle, at the southeast corner of said Lot 3 and the most westerly corner of said Lot 4, for the beginning of a non-tangent curve to the left and the southeast corner of the herein described tract, from which a 1/2-inch iron rod found at the southwest corner of said Lot 4 bears along a curve to the right, an arc distance of 49.34 feet, having a radius of 60.00 feet, a central angle of 47°06'59" and a chord which bears S 30°00'57" E a distance of 47.96 feet;

THENCE, with the curving north right-of-way line of said Creekview Circle and south line of said Lot 3, along said curve to the left, an arc distance of 62.31 feet, having a radius of 60.00 feet, a central angle of 59°30'13" and a chord which bears N 83°19'32" W a distance of 59.55 feet to the **POINT OF BEGINNING** and containing 2.977 acres of land, more or less.

Bearing orientation is based on the Texas State Plane Coordinate System NAD-83, Central Zone 4203. All distances are surface and may be converted to grid by dividing by a scale factor of 1.00012.

I hereby certify that these notes were prepared by BGE from a survey made on the ground under my supervision on October 12, 2021 and are true and correct to the best of my knowledge. A sketch accompanies this description.

PRELIMINARY
This document shall not be recorded for any purpose.

_____ _____

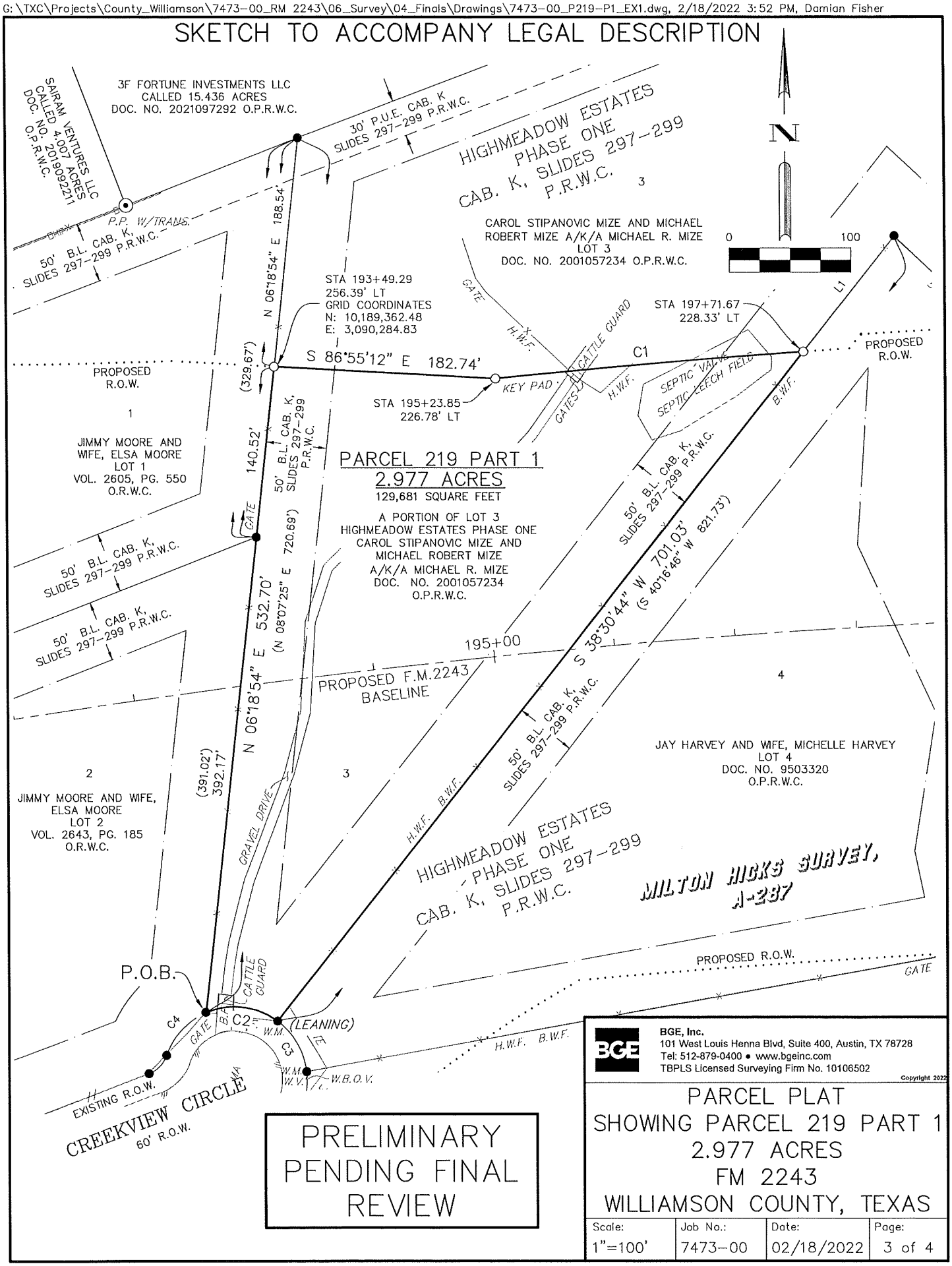
Jonathan O. Nobles RPLS Number 5777 Date

BGE, Inc.
101 West Louis Henna Blvd., Suite 400
Austin, TX 78728
Telephone: 512-879-0400
TBPELS Licensed Surveying Firm Number 10106502

Client:	Williamson County
Date:	February 18, 2022
Project Number:	7473-00

G:\TXC\Projects\County_Williamson\7473-00_RM 2243\06_Survey\04_Finals\Drawings\7473-00_P219-P1_EX1.dwg, 2/18/2022 3:52 PM, Damian Fisher

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



PRELIMINARY
PENDING FINAL
REVIEW

BGE, Inc.
101 West Louis Henna Blvd, Suite 400, Austin, TX 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPLS Licensed Surveying Firm No. 10106502

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PARCEL PLAT
SHOWING PARCEL 219 PART 1
2.977 ACRES
FM 2243
WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	02/18/2022	3 of 4

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

LEGEND

B.F.	BOARD FENCE
B.L.	BUILDING LINE
B.W.F.	BARBED WIRE FENCE
CAB.	CABINET
DOC.	DOCUMENT
E.C.R.	ELECTRIC CONDUIT RISER
G.P.	GATE POST
H.W.F.	HOG WIRE FENCE
NO.	NUMBER
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
O.R.W.C.	OFFICIAL RECORDS OF WILLIAMSON COUNTY
PG.	PAGE
P.O.B.	POINT OF BEGINNING
P.P.	POWER POLE
P.U.E.	PUBLIC UTILITY EASEMENT
P.R.W.C.	PLAT RECORDS OF WILLIAMSON COUNTY
R.O.W.	RIGHT-OF-WAY
TRANS.	TRANSFORMER
VOL.	VOLUME
W.B.O.V.	WATER BLOW-OFF VALVE
W.M.	WATER METER
W.V.	WATER VALVE
( )	RECORD INFO. FOR CAB. K, SLIDES 297-299 P.R.W.C.
●	FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
⊙	FOUND 1" IRON PIPE
○	SET 1/2" IRON ROD W/CAP "WILCO ROW 5777"
△	CALCULATED POINT
——X——	WIRE FENCE
——//——	BOARD FENCE
——//——	EDGE OF ASPHALT
——OHT——	OVERHEAD TELEPHONE
——OHP——	OVERHEAD POWER

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N 38°30'44" E	120.83'

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	255.55'	8,147.00'	1°47'50"	N 85°04'01" E	255.54'
C2	62.31'	60.00'	59°30'13"	N 83°19'32" W	59.55'
C3	49.34'	60.00'	47°06'58"	S 30°00'57" E	47.96'
C4	49.61'	60.00'	47°22'34"	S 43°14'04" W	48.21'

RECORD CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
(C2)	(62.41')	(60.00')	(59°36'07")	(N 81°26'03.2" W)	(59.64')
(C3)	(49.34')	(60.00')	(47°07'03")	(S 28°04'28.3" E)	(47.96')
(C4)	(49.63')	(60.00')	(47°23'34")	(S 45°04'06" W)	(48.23')

GENERAL NOTES:

1. BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD83. DISTANCES SHOWN HEREON ARE IN SURFACE AND CAN BE CONVERTED TO GRID BY DIVIDING BY THE COMBINED SCALE FACTOR = 1.00012
2. A METES AND BOUNDS DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS SKETCH.
3. NO TITLE COMMITMENT WAS PROVIDED AND THE SURVEYOR DID NOT ABSTRACT THE PROPERTY FOR RECORD INSTRUMENTS THAT MAY AFFECT, RESTRICT, OR OTHERWISE ENCUMBER THE SUBJECT TRACT.

PRELIMINARY
PENDING FINAL
REVIEW

BGE, Inc.
101 West Louis Henna Blvd, Suite 400, Austin, TX 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPLS Licensed Surveying Firm No. 10106502
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PARCEL PLAT
SHOWING PARCEL 219 PART 1
2.977 ACRES
FM 2243
WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	02/18/2022	4 of 4

EXHIBIT ____

County: Williamson
Parcel: 219 Part 2
Highway: FM 2243

METES & BOUNDS DESCRIPTION FOR PARCEL 219 PART 2

METES & BOUNDS DESCRIPTION FOR A 0.008 ACRE TRACT OF LAND OUT OF THE MILTON HICKS SURVEY, ABSTRACT NO. 287, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF LOT 3, HIGHLAND ESTATES PHASE ONE, A SUBDIVISION AS RECORDED IN CABINET K, SLIDES 297-299 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, AS CONVEYED TO CAROL STIPANOVIC MIZE AND MICHAEL ROBERT MIZE A/K/A MICHAEL R. MIZE BY GENERAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2001057234 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.008 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND SHOWN ON THE ATTACHED SKETCH:

COMMENCING for POINT OF REFERENCE at a 1/2-inch iron rod found at the most easterly corner of the above described Lot 3, at an interior corner on the west line of a called 95.096 acre tract of land as conveyed to Roy Kuchera and wife, Alice Kuchera by General Warranty Deed recorded in Volume 2640, Page 64 of the Official Records of Williamson County, Texas, from which a 1/2-inch iron rod found at the northeast corner of said Lot 3, bears N 04°20'09" W a distance of 314.54 feet; Thence, with the east line of said Lot 3 and west line of said Kuchera Tract, S 43°06'36" W a distance of 131.55 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" (NAD-83, Central Zone Grid Coordinates: N: 10,189,396.92, E: 3,090,914.03) set for the northeast corner and **POINT OF BEGINNING** of the herein described tract, 240.94 feet left of FM 2243 baseline station 199+58.74;

THENCE, continuing with the east line of said Lot 3 and west line of said Kuchera Tract, S 43°06'36" W a distance of 27.39 feet to a calculated point at the most easterly common corner of said Lot 3 and Lot 4 of said HIGHMEADOW ESTATES PHASE ONE, as conveyed to Jay Harvey and wife, Michelle Harvey by General Warranty Deed recorded in Document Number 9503320 of the Official Records of Williamson County, Texas, for the south corner of the herein described tract, from which a 1/2-inch iron rod found at a common angle point of said Kuchera Tract and said Lot 4, bears S 43°06'36" W a distance of 29.68 feet;

THENCE, with the southwest line of said Lot 3 and the northeast line of said Lot 4, N 46°48'12" W a distance of 26.48 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set for the beginning of a non-tangent curve to the right and the northwest corner of the herein described tract, 240.59 feet left of FM 2243 baseline station 199+21.89, from which a 1/2-inch iron rod found at an interior corner of said Lot 3 and at the most northerly corner of said Lot 4, bears N 46°48'12" W a distance of 108.29 feet;

THENCE, over and across said Lot 3, along said curve to the right, an arc distance of 38.07 feet, having a radius of 8,158.00 feet, a central angle of 00°16'02" and a chord which bears N 87°11'22" E a distance of 38.06 feet to the **POINT OF BEGINNING** and containing 0.008 acre (363 square feet) of land, more or less.

Bearing orientation is based on the Texas State Plane Coordinate System NAD-83, Central Zone 4203. All distances are surface and may be converted to grid by dividing by a scale factor of 1.00012.

I hereby certify that these notes were prepared by BGE from a survey made on the ground under my supervision on October 12, 2021 and are true and correct to the best of my knowledge. A sketch accompanies this description.

PRELIMINARY
This document shall not be recorded for any purpose.

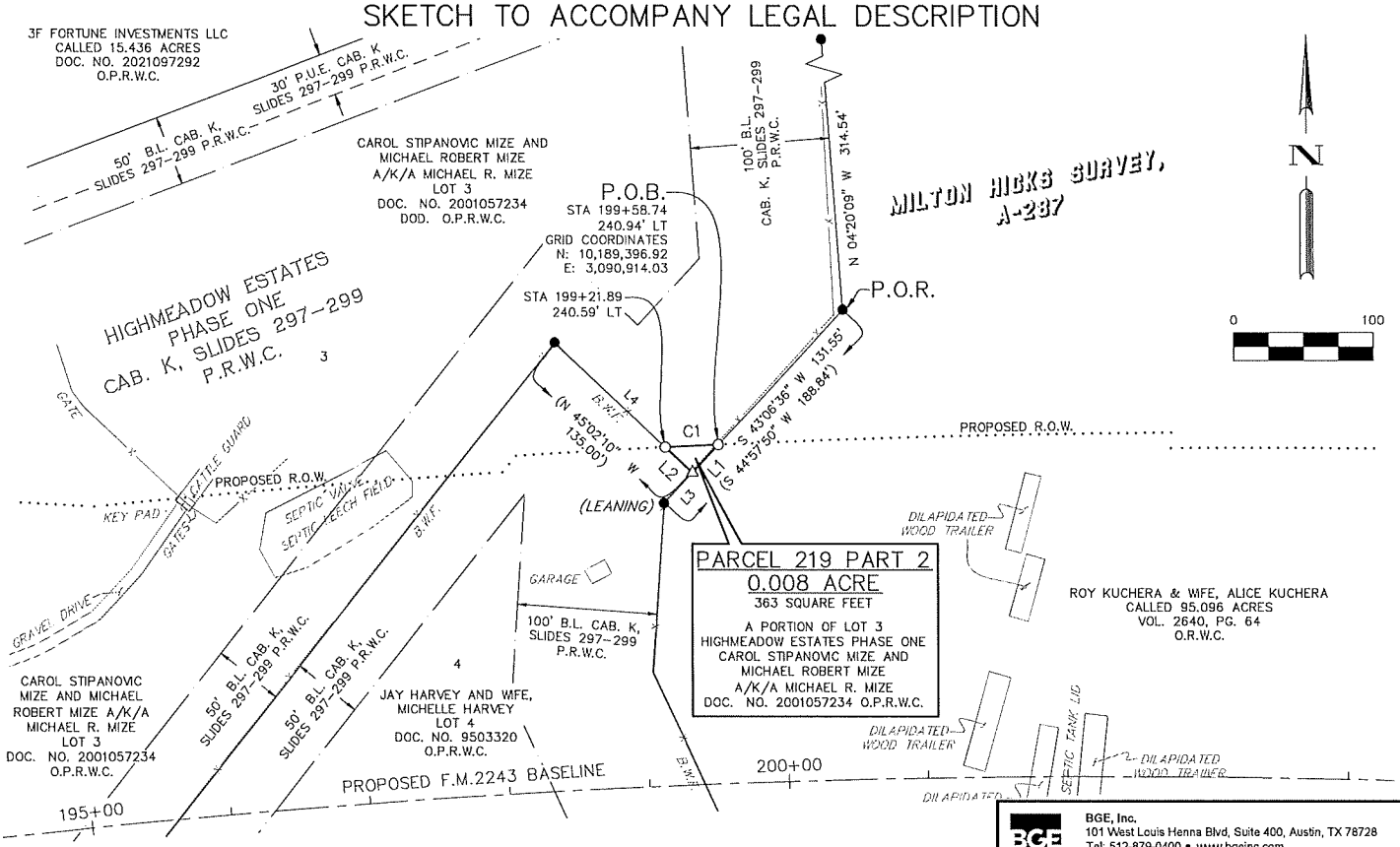
_____ _____

Jonathan O. Nobles RPLS Number 5777 Date

BGE, Inc.
101 West Louis Henna Blvd., Suite 400
Austin, TX 78728
Telephone: 512-879-0400
TBPELS Licensed Surveying Firm Number 10106502

Client:	Williamson County
Date:	February 18, 2022
Project Number:	7473-00

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



PRELIMINARY
PENDING FINAL
REVIEW

BGE, Inc.
101 West Louis Henna Blvd, Suite 400, Austin, TX 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPLS Licensed Surveying Firm No. 10106502

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PARCEL PLAT
SHOWING PARCEL 219 PART 2
0.008 ACRE
FM 2243
WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	02/18/2022	3 of 4

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G:\TXC\Projects\County_Williamson\7473-00_RM 2243\06_Survey\04_Finals\Drawings\7473-00_P219-P2_EX1.dwg, 1/25/2021 1:54 PM, Damian Fisher

LEGEND

B.L.	BUILDING LINE
B.W.F.	BARBED WIRE FENCE
CAB.	CABINET
DOC.	DOCUMENT
H.W.F.	HOG WIRE FENCE
NO.	NUMBER
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
O.R.W.C.	OFFICIAL RECORDS OF WILLIAMSON COUNTY
PG.	PAGE
P.O.B.	POINT OF BEGINNING
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R.O.W.	RIGHT-OF-WAY
VOL.	VOLUME
( )	RECORD INFO FOR CAB. K, SLIDES 297-299 P.R.W.C.
●	FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
O	SET 1/2" IRON ROD W/CAP "WILCO ROW 5777"
△	CALCULATED POINT
——x——	WIRE FENCE

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S 43°06'36" W	27.39'
L2	N 46°48'12" W	26.48'
L3	S 43°06'36" W	29.68'
L4	N 46°48'12" W	108.29'

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	38.07'	8,158.00'	0°16'02"	N 87°11'22" E	38.06'

GENERAL NOTES:

1. BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD83. DISTANCES SHOWN HEREON ARE IN SURFACE AND CAN BE CONVERTED TO GRID BY DIVIDING BY THE COMBINED SCALE FACTOR = 1.00012
2. A METES AND BOUNDS DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS SKETCH.
3. NO TITLE COMMITMENT WAS PROVIDED AND THE SURVEYOR DID NOT ABSTRACT THE PROPERTY FOR RECORD INSTRUMENTS THAT MAY AFFECT, RESTRICT, OR OTHERWISE ENCUMBER THE SUBJECT TRACT.

PRELIMINARY
PENDING FINAL
REVIEW

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PARCEL PLAT
SHOWING PARCEL 219 PART 2
0.008 ACRE
FM 2243
WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	02/18/2022	4 of 4

Commissioners Court - Regular Session **59.**

Meeting Date: 05/02/2023

Resolution for Condemnation

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn 3.230 acres required for the construction of Hero Way/RM 2243. (United Bear Creek Storage, L.P. Parcel 221) Funding Source: Road Bonds P326.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Resolution

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	04/27/2023 11:48 AM
Form Started By: Charlie Crossfield		Started On: 04/27/2023 08:34 AM
Final Approval Date: 04/27/2023		

IN THE COMMISSIONERS' COURT
OF WILLIAMSON COUNTY, TEXAS

RESOLUTION

WHEREAS, the Commissioners' Court of Williamson County, Texas, has found and determined that in order to promote the public safety, to facilitate the safety and movement of traffic, and to preserve the financial investment of the public in its roadways, public necessity requires acquisition of fee simple title to that certain tract of land being 3.230 acres (Parcel 221) described by metes and bounds in Exhibit "A" owned by **UNITED BEAR CREEK STORAGE, L.P.** for the purpose of constructing, reconstructing, maintaining, and operating the Hero Way/RM 2243 roadway improvements ("Project"), excluding all the oil, gas, and sulphur which can be removed from beneath said real property, without any right whatever remaining to the owner of such oil, gas, and sulphur of ingress to or egress from the surface of said real property for the purpose of exploring, developing, or mining of the same, as a part of the improvements to the Project, at such locations as are necessary and that such constructing, reconstructing, maintaining, and operating shall extend across and upon, and will cross, run through, and be upon the hereinafter described real properties; and

WHEREAS, the Commissioners' Court of Williamson County, Texas, has, through agents employed by the said office, entered into bona fide good faith negotiations with the owners of the hereinafter described properties and has failed to agree with the owners on the compensation and damages, if any, due to said owners. Now, therefore, the Commissioners' Court of Williamson County, Texas is authorizing the use of its power of eminent domain to condemn property.

BE IT RESOLVED BY THE COMMISSIONERS' COURT OF THE COUNTY OF WILLIAMSON, that the County Attorney or his designated agent be and he is hereby authorized and directed to file or cause to be filed against the owners of any interest in, and the holders of any lien secured by, the following described tracts of land, described in Exhibit "A" attached hereto, a suit in eminent domain to acquire the property interests for the aforesaid purposes; and

It is the intent of the Commissioners' Court that this resolution authorizes the condemnation of all property interests required to complete the construction and maintenance of the Project and associated public purposes. If it is later determined that there are any errors in the descriptions contained herein or if later surveys contain more accurate revised descriptions, the County Attorney is authorized to have such errors corrected or revisions made without the necessity of obtaining a new resolution of the Commissioners' Court authorizing the condemnation of the corrected or revised Property.

BE IT FURTHER RESOLVED that the County Attorney or his designated agent be and he is hereby authorized and directed to incur such expenses and to employ such experts as he shall deem necessary to assist in the prosecution of such suit in eminent domain, including, but not limited to, appraisers, engineers, and land use planners or other required expert consultants.

Adopted this _____.

_____
Bill Gravell, Jr.
Williamson County Judge

EXHIBIT ____

County: Williamson
Parcel: 221
Highway: FM 2243

METES & BOUNDS DESCRIPTION FOR PARCEL 221

METES & BOUNDS DESCRIPTION FOR A 3.230 ACRE TRACT OF LAND OUT OF THE MILTON HICKS SURVEY, ABSTRACT NO. 287, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF THE REMAINDER OF LOT 6, HIGHMEADOW ESTATES PHASE ONE, A SUBDIVISION AS RECORDED IN CABINET K, SLIDES 297-299 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, AS CONVEYED TO UNITED BEAR CREEK STORAGE, L.P. BY GENERAL WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN DOCUMENT NUMBER 2006104854 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 3.230 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND SHOWN ON THE ATTACHED SKETCH:

BEGINNING at a 1/2-inch iron rod with cap stamped "DIAMOND SURVEYING" found at the intersection of the south right-of-way line of Creekview Circle (60 feet wide) as dedicated by said plat of HIGHMEADOW ESTATES PHASE ONE and the east right-of-way line of Ronald W Reagan Boulevard (width varies) as dedicated by Document Numbers 2003082332 and 2003114403, both of the Official Public Records of Williamson County, Texas, at the northwest corner of the remainder of said Lot 6 and at the northeast corner of a called 0.023 acre tract of land described as Parcel 23B as dedicated in said Document Number 2003114403 of the Official Public Records of Williamson County, Texas, for the northwest corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, with the south right-of-way line of said Creekview Circle and the north line of said Lot 6, N 69°14'25" E a distance of 394.63 feet to a calculated point of curvature of a curve to the right;

THENCE, continuing with the south right-of-way line of said Creekview Circle and the north line of said Lot 6, along said curve to the right, an arc distance of 21.69 feet, having a radius of 25.00 feet, a central angle of 49°42'49" and a chord which bears S 85°54'11" E a distance of 21.02 feet to a calculated point of reverse curvature;

THENCE, continuing with the south right-of-way line of said Creekview Circle and the north line of said Lot 6, along said curve to the left, an arc distance of 66.10 feet, having a radius of 60.00 feet, a central angle of 63°07'09" and a chord which bears N 87°23'39" E a distance of 62.81 feet to a calculated point at the northeast corner of said Lot 6 and at the most westerly corner of Lot 5 of said HIGHMEADOW ESTATES PHASE ONE, for the northeast corner of the herein described tract, from which a 1/2-inch iron rod found at the northwest corner of said Lot 5 and the southwest corner of Lot 4 of said HIGHMEADOW ESTATES PHASE ONE, bears along a curve to the left, an arc distance of 65.23 feet, having a radius of 60.00 feet, a central angle of 62°17'32" and a chord which bears N 24°41'18" E a distance of 62.07 feet;

THENCE, departing the south right-of-way line of said Creekview Circle, with the northeast line of said Lot 6 and the southwest line of said Lot 5, S 41°12'34" E a distance of 63.82 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" (NAD-83, Central Zone Grid Coordinates: N: 10,188,680.25, E: 3,090,325.49) set at the beginning of a non-tangent curve to the left, for the most easterly corner of the herein described tract, 425.72 feet right of FM 2243 baseline station 193+04.75, from which a 1/2-inch iron rod found at the most easterly corner of said Lot 6, and at the most northerly corner of Lot 7 of said HIGHMEADOW ESTATES PHASE ONE, bears S 41°12'34" E a distance of 316.84 feet;

THENCE, departing the southwest line of said Lot 5, over and across said Lot 6, along said curve to the left, an arc distance of 478.83 feet, a central angle of 27°08'12" and a chord which bears S 30°31'24" W a distance of 474.37 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set on the south line of said Lot 6 and the north line of said Lot 7, for the southeast corner of the herein described tract, 794.04 feet right of FM 2243 baseline station 189+78.40, from which a 1/2-inch iron rod found at the most easterly corner of said Lot 6 and the most northerly corner of said Lot 7, bears N 69°15'35" E a distance of 480.82 feet;

THENCE, with the south line of said Lot 6 and the north line of said Lot 7, S 69°15'35" W a distance of 171.52 feet to a 1/2-inch iron rod with cap stamped "DIAMOND SURVEYING" found on the east right-of-way line of said Ronald W Reagan Boulevard, at the southwest corner of the remainder of said Lot 6, and at the southeast corner of a called 0.040 acre tract of land described as Parcel 23A as dedicated in said Document Number 2003114403 of the Official Public Records of Williamson County, Texas, for the southwest corner of the herein described tract;

THENCE, with the east right-of-way line of said Ronald W Reagan Boulevard and the west line of the remainder of said Lot 6, N 21°14'20" W a distance of 324.98 feet to a calculated point at the most westerly corner of the remainder of said Lot 6, for the most westerly corner of the herein described tract;

THENCE, continuing with the east right-of-way line of said Ronald W Reagan Boulevard and the northwest line of the remainder of said Lot 6, N 23°25'04" E, pass a 1/2-inch iron rod found at a distance of 18.88 feet and continuing on for a total distance of 70.08 feet to a 1/2-inch iron rod with an illegible cap found for an interior corner of the herein described tract;

THENCE, continuing with the east right-of-way line of said Ronald W Reagan Boulevard and a west line of the remainder of said Lot 6, N 21°39'27" W a distance of 9.62 feet to the **POINT OF BEGINNING** and containing 3.230 acre (140,687 square feet) of land, more or less.

Bearing orientation is based on the Texas State Plane Coordinate System NAD-83, Central Zone 4203. All distances are surface and may be converted to grid by dividing by a scale factor of 1.00012.

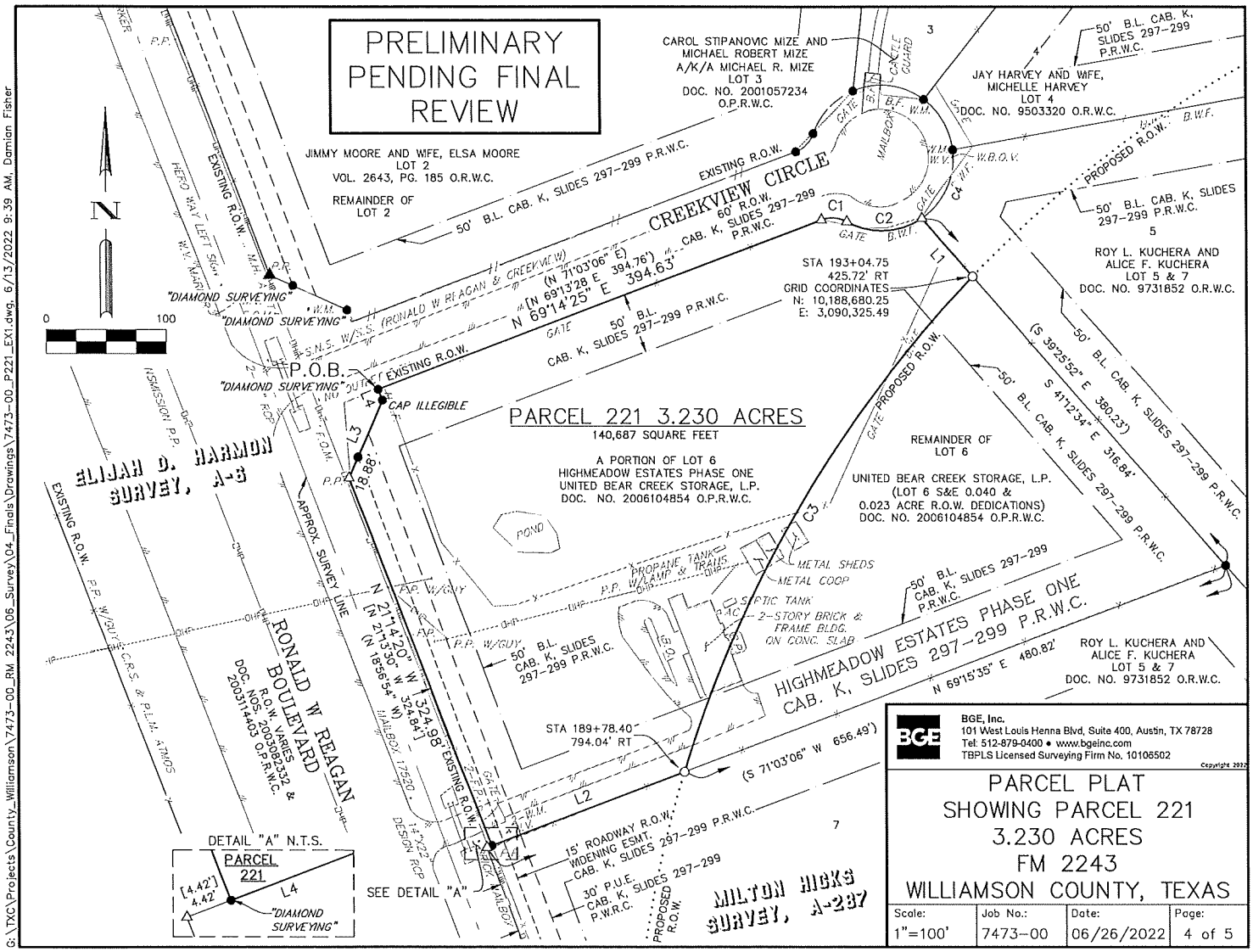
I hereby certify that these notes were prepared by BGE from a survey made on the ground under my supervision on May 12, 2022 and are true and correct to the best of my knowledge. A sketch accompanies this description.

PRELIMINARY
This document shall not be recorded for any purpose.

Jonathan O. Nobles RPLS Number 5777 Date

BGE, Inc.
101 West Louis Henna Blvd., Suite 400
Austin, TX 78728
Telephone: 512-879-0400
TBPELS Licensed Surveying Firm Number 10106502

Client:	Williamson County
Date:	June 26, 2022
Project Number:	7473-00



BGE, Inc.
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TBPLS Licensed Surveying Firm No. 10106502

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PARCEL PLAT
SHOWING PARCEL 221
3.230 ACRES
FM 2243
WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	06/26/2022	4 of 5

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LEGEND

AC	AIR CONDITIONING PAD
B.	BOLLARD
B.F.	BOARD FENCE
B.L.	BUILDING LINE
BLDG.	BUILDING
B.O.	BUILDING OVERHANG
B.P.	BRICK PAVERS
B.W.F.	BARBED WIRE FENCE
CAB.	CABINET
C.F.	CABLE FENCE
CONC.	CONCRETE
C.R.S.	CATHODIC READING STATION
DOC.	DOCUMENT
D.R.W.C.	DEED RECORDS OF WILLIAMSON COUNTY
F.H.	FIRE HYDRANT
F.O.M.	FIBER OPTIC MARKER
F.P.	FENCE POST
G.P.	GATE POST
H.W.F.	HOG WIRE FENCE
M.H.	MANHOLE
NO.	NUMBER
N.T.S.	NOT TO SCALE
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
O.R.W.C.	OFFICIAL RECORDS OF WILLIAMSON COUNTY
PG.	PAGE
P.L.M.	PIPELINE MARKER
P.O.B.	POINT OF BEGINNING
P.P.	POWER POLE
P.R.W.C.	PLAT RECORDS OF WILLIAMSON COUNTY
P.U.E.	PUBLIC UTILITY EASEMENT
RCP	REINFORCED CONCRETE PIPE
R.O.W.	RIGHT-OF-WAY
R.P.	REFLECTOR POST
SAN.	SANITARY
S.N.S.	STREET NAME SIGN
S.S.	STOP SIGN
TEL.	TELEPHONE
TRANS.	TRANSFORMER
VOL.	VOLUME
W.B.O.V.	WATER BLOW-OFF VALVE
W.M.	WATER METER
W.V.	WATER VALVE
( )	RECORD INFO FOR CAB, K, SLIDES 297-299 P.W.R.C.
[ ]	RECORD INFO FOR DOC. NOS. 2003082332 & 2003114403 O.P.R.W.C.
●	FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
▲	FOUND MAG NAIL
○	SET 1/2" IRON ROD W/CAP "WILCO ROW 5777"
△	CALCULATED POINT
——x——	WIRE FENCE
——○——	CABLE FENCE
——//——	BOARD FENCE
——OHT——	OVERHEAD TELEPHONE
——OHP——	OVERHEAD POWER
——// ——	EDGE OF ASPHALT

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S 41°12'34" E	63.82'
L2	S 69°15'35" W	171.52'
L3	N 23°25'04" E	70.08'
L4	N 21°39'27" W	9.62'

RECORD LINE TABLE		
NUMBER	BEARING	DISTANCE
[L3]	[N 23°20'38" E]	[70.18']
[L4]	[N 21°13'30" W]	[9.54']

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	21.69'	25.00'	49°42'49"	S 85°54'11" E	21.02'
C2	66.10'	60.00'	63°07'09"	N 87°23'39" E	62.81'
C3	478.83'	1,011.00'	27°08'12"	S 30°31'24" W	474.37'
C4	65.23'	60.00'	62°17'32"	N 24°41'18" E	62.07'

RECORD CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
(C1)	(21.68')	(25.00')	(49°40'47")	(S 84°06'30" E)	(21.00')
(C2)	(65.58')	(60.00')	(62°37'25")	(N 89°25'11" E)	(62.36')
(C4)	(65.58')	(60.00')	(62°37'25")	(N 26°47'45.9" E)	(62.36')

GENERAL NOTES:

1. BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD83. DISTANCES SHOWN HEREON ARE IN SURFACE AND CAN BE CONVERTED TO GRID BY DIVIDING BY THE COMBINED SCALE FACTOR = 1.00012
2. A METES AND BOUNDS DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS SKETCH.
3. NO TITLE COMMITMENT WAS PROVIDED AND THE SURVEYOR DID NOT ABSTRACT THE PROPERTY FOR RECORD INSTRUMENTS THAT MAY AFFECT, RESTRICT, OR OTHERWISE ENCUMBER THE SUBJECT TRACT.

PRELIMINARY
PENDING FINAL
REVIEW

BGE, Inc.
101 West Louis Henna Blvd, Suite 400, Austin, TX 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPLS Licensed Surveying Firm No. 10106502
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PARCEL PLAT
SHOWING PARCEL 221
3.230 ACRES
FM 2243
WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	06/26/2022	5 of 5

Meeting Date: 05/02/2023
Executive Session
Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond
Department: Road Bond
Agenda Category: Executive Session

Information

Agenda Item

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

A. Real Estate Owned by Third Parties

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

a) Discuss the acquisition of real property for SW 183 and SH 29 Loop.
b) Discuss the acquisition of real property for CR 176 at RM 2243
c) Discuss the acquisition of real property: CR 332
d) Discuss the acquisition of real property for County Facilities.
e) Discuss the acquisition of real property for CR 255.
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.
y) Discuss the acquisition of 321 Ed Schmidt Blvd., #300, Hutto, Texas

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
i) Sale of property located 747 County Rd. 138 Hutto, Texas
j) Discuss Right of Way for Southwestern Boulevard, Georgetown, Texas

C. Discuss the Williamson County Reimbursement Agreement for Construction of San Gabriel Blvd. and New Hope Road with the City of Leander and TIRZ #1
D. Discuss the Cobb Cavern Conservation Easement Amendment and potential acquisition.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	04/27/2023 11:25 AM
Form Started By: Charlie Crossfield		Started On: 04/26/2023 01:46 PM
Final Approval Date: 04/27/2023		

Commissioners Court - Regular Session **62.**

Meeting Date: 05/02/2023

Economic Development

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Executive Session

Information

Agenda Item

Discussion regarding economic development negotiations pursuant to Texas Government Code, Section 551.087: Business prospect(s) that may locate or expand within Williamson County.

a) Project Fittipaldi
b) Project Acropolis
c) Project World
d) Project Mellencamp
e) Project Corgi
f) Project Anniversary
g) Project Glee
h) Project Skyfall
i) Project Stamper
j) Project Soul Train

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	04/27/2023 11:26 AM
Form Started By: Charlie Crossfield		Started On: 04/26/2023 01:47 PM
Final Approval Date: 04/27/2023		